Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director	CG	3/24/25
2. Chris Earley, Deputy Director	CE	3/21/25
3. Julia Wiley, General Counsel	JW	3/19/25
4. Bill Winston, Associate Director of Community Services	WLW	3/14/2025
5. Ernest Merchant, Program Analyst	EM	3/14/25
6.		

SUBJECT:

Director's Comments:

Action

APPROVAL	CIRCULATE	CORRECTION	FILE	FYI	INVITATION	MEETING	SIGNATURE
☒	☐	☐	☐	☐	☐	☐	☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Greater Washington Urban League NBAP FY25 Housing Services $234,500.00

Grant 2025-03

Originating Office

FROM:E. Merchant	TELEPHONE NUMBER:
DATE:3/14/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE:

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

REV 1.0 10/25/23

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

MAR 24 2025

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel/OGC

Through: Bill Winston WLW
Associate Director of
Community Services

From: Ernest Merchant
Program Analyst

Date: March 14, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Greater Washington Urban League**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$234,500.00**
ATTACHMENTS:	**FY25 Grant Agreement #2025-03** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-03
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

DISTRICT OF COLUMBIA.

COMMUNITY SERVICES
HOUSING COUNSELING SERVICES

GRANT AGREEMENT

BY AND BETWEEN
THE DISTRICT OF COLUMBIA
AND

GREATER WASHINGTON URBAN LEAGUE, INC.

This Grant Agreement ("Grant" or "Agreement"), is made effective as of March 24, 2025, ("Effective Date"), by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the D.C. Department of Housing and Community Development (hereinafter referred to as "Department," "DHCD" or "Grantor") and Greater Washington Urban League, Inc., a District of Columbia non-profit corporation Grantee [DUNS No. Unique Entity Identifier (UEI) J81NAZPM6R39] (hereinafter referred to as "Grantee") with its principal place of business at 2901 14th St NW Washington DC 20009. Grantor and Grantee shall be collectively referred to herein as the "Parties."

RECITALS

1. The Department with offices at 1909 Martin Luther King Jr Avenue SE, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975, D.C. Official Code§ 6-1001 *et seq.*, and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Department is authorized to fund community based non-profit organizations that provide housing counseling services for low- and moderate-income persons.

3. On June 7, 2024, the Department published a Notice of Funding Availability ("NOFA") in the D.C. Register, which announced the forthcoming issuance of the Fiscal Year ("FY") 2025 Request for Applications ("RFA") for the Neighborhood-Based Activities Housing Counseling Services Program ("HCSP"). The RFA was issued on June 21, 2024, that solicited applicants to provide services to District of Columbia ("District") residents as a part of the Department's HCSP. HCSP includes Public Services ("PS"), and Non-Public Services ("NPS") as defined in Section I herein. U.S. Department of Housing and Urban Development ("HUD") approved counseling agencies employing one or more certified HUD counselors are eligible to provide both PS and NPS services, while organizations which do not have HUD approval status may provide PS services only. The RFA included an opportunity for applicants to provide one or more of seventeen (17) services listed in the RFA. These services include HUD-approved counseling in keeping with 24 CFR 5.100 and related Federal regulations (in 2 CFR Part 200, and 24 CFR Part 214) as well as services related to local DC programs which are administered by the Department. The RFA and the requirements set forth therein are also incorporated by reference herein.

4. The Grantee's RFA application demonstrates that its organization possesses project management, and organizational and administrative capacity to successfully perform as a nonprofit grant subrecipient under the Department's HCSP, and accordingly DHCD has determined to award a grant to the Grantee in FY 2025 ("25" or "2025").

5. The Grantor proposes to fund HCSP grant activities in FY 2025 from its allocation of Community Development Block Grant ("CDBG") funds authorized by Title I of the U.S. Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), 24 CFR Part 570.

6. As a condition precedent to disbursement of the Grant proceeds to Grantee for the sole and exclusive purposes described in Exhibit A (which includes the "Statement of Work" and the approved "Workplan", both attached hereto and made a part hereof), the Department requires that Grantee enter into this Agreement setting forth the terms and conditions of the Grant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are hereby incorporated by reference and made a part hereof.

Section I. Definitions.

A. As used herein, the following terms shall have the meanings indicated:

a) **Fiscal Year**: All references to Fiscal Year(s) ("FY") herein refer to the District Government fiscal year which is October 1st to September 30th
b) **Neighborhood Revitalization Strategy Area** ("NRSA") refers to the HUD approved areas of Wards 7 and 8 which have been designated as strategic areas for revitalization. Services to Ward 7 and Ward 8 regardless of whether Public Service or Non-Public Service, attributed to the NRSA.
c) **Non-Public Services** refers to 24 CFR 5.100 counseling services provided to clients in connection with the purchase of a specific home. All other 24 CFR 5.100 counseling is Public Service.
d) **Public Services** refers to all other services and may include group training and/or one on one counseling.
e) **Performance Periods**: The Performance Period is defined as the start date and end date for which Grant funds are awarded to execute an approved Workplan and Statement of Work in keeping with the RFA for FY 2025. (See Section IV below.)

Section II. Exhibits.

The Exhibits listed below and the terms and conditions of the same are incorporated herein and made a part of this Agreement.

A. Services to be Provided
- Statement of Work
- Section 3 from the FY 25 RFA: Services
- Workplan as approved by the Grantor

B. Budget
- Schedules A (3-1) and A (3-2) for the First Performance Period

C. Required Reporting Forms
- Monthly Performance Report on group trainings/orientations/workshops and one on one counseling (in connection with the Statement of Work and Workplan), as well as reports on DHCD certificates issued, outreach and marketing activities, and upcoming group trainings.

- Quarterly Beneficiary Data and Demographics for each of the following (a) PS, (b) NPS, and (c) NRSA activities.
- Quarterly Language Access Report (Optional)
- Quarterly Banking Report (as applicable)
- Quarterly Procurement Report (as applicable)
- Quarterly Submission of Minutes of Board of Directors Meetings

D Method to determine Client Eligibility for Services
E Budget Modification Form
F Drug Free Workplace Certification
G Service Area Eligibility
H Insurance Requirements
I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Section III. Grant Award

A. The Department shall make a Grant of the District's CDBG Entitlement Grant Federal Award No: B-24-MC-11-0001 ("CDBG Federal Award") to Grantee in an amount not to exceed Two Hundred Thirty-Four Thousand Five Hundred Dollars and No Cents ($234,500.00)(the "Grant") and is allocated as follows:

Sources and Uses of Funds:

NRSAs Ward 7 and Ward 8 [CDBG EN]	$ 56,630.00
TOTAL CDBG [EN]	$ 56,630.00
LOCAL FUNDS	$ 177,870.00
TOTAL AWARD [All Sources]	$ 234,500.00

Notwithstanding the source of funds designated above, the Grantor reserves the right to provide funding from another source(s). In all instances, applicable Federal and District laws and regulations shall apply regardless of the funding source. The Grant award shall be used to fund a range of services which HUD has defined as Housing Counseling Services: Public Services and Non-Public Services by a HUD Approved Counseling Agency ("HCA").

The specific Grant activities are described in Exhibit A (attached hereto) which includes
(a) the Statement of Work,
(b) Lines of Services - Section 3.2 of the Request for Applications (RFA), and

(c) The approved Workplan
(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

C. The Grant services will benefit low-and-moderate income persons living in the District of Columbia. In keeping with recent Presidential Executive Orders, Grantees should only use grant funds for US citizens and should maintain such documentation to prove citizenship.[13]

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as Exhibit B. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.

D. The Catalog of Federal Domestic Assistance ("CFDA") number is 14.218.

E. The Uniform Administrative Requirements for Federal Grants are applicable to this grant award and are available online at https:/ www.ecfr.gov current/title-2/subtitle-A chapter-II/part-200?toc=1. Also, the Grantee must comply with the Community Development Block Grants regulations 24 CFR part 570 that govern this award and other related HUD regulations, which are incorporated herein by reference.

Section IV. Grant Term and Periods of Performance

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2025. During this term, there are two Performance Periods. The First Performance Period is the Effective Date to September 30, 2025. The Second Performance Period is October 1, 2025, to December 31, 2025.

Funding for each Performance Period is in the sole discretion of the Grantor and requires meeting all due diligence requirements prior to award.

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[13] Examples of such document may include copies of unexpired state issued Real ID identification or driver's license, unexpired US passport or US passport card, active duty Military ID, current Green Card or Naturalization documents with state issued photographic identification.

The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of Grant funds or other Grant assets.

Section V. Statement of Work/CDBG Eligible Activities/Eligible Costs/Business Operations

A. CDBG Eligible Activities

1. Grantee shall use the CDBG Grant proceeds solely to fund Grantor-approved service activities that are intended to provide services and empower low- and moderate- income persons in the District of Columbia to make informed housing choices and achieve their housing goals, whether it's finding affordable rental housing, purchasing a home or obtaining financial assistance for critical home repairs.

The best way to provide this critical information to a client in order to assist them in their decision-making process is to adhere to 24 CFR 5.100[14] [in which a HUD certified counselor conducts (1) intake (2) financial and housing affordability analysis with affordability calculation (3) an action plan and (4) follow-up counseling to implement the action plan and achieve its stated goals].

The Grant services to be provided are described in Exhibit A. This description includes the major tasks, activities and project deliverables to be provided under this Grant. The Grantor reserves the right to alter or change the District of Columbia program requirements including eligibility, services provided, service methodology, service delivery and program goals during the performance period.

The proposed Grant activities are CDBG eligible activities pursuant to 24 CFR 570.201(e).

2. Grantee shall sponsor outreach events that inform the community about the Grant activities and participate in other community events as requested by Grantor.

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[14] 24 CRF 5.100: "Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling."

3. The Grantee must retain records which demonstrate that each activity funded under this Grant is CDBG eligible and document the amount of CDBG funds expended for each activity. This includes the activity itself, the outcomes, and the records concerning beneficiaries in keeping with subsection (B)(2) below receiving services. Any authorizations needed together with beneficiary statistical information should be obtained by the Grantee during intake or registration. HUD does not grant exceptions or authorize the District to make exceptions to this requirement.

B. CDBG National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention of slums or blight; 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. The Grantee certifies that the CDBG-assisted activities to be carried out under this Agreement will meet the National Objective of primarily benefiting low- and moderate-income persons (limited clientele activities) in accordance with Federal and District Requirements. The minimum threshold requires that at least 51% of the households served with CDBG funding must be low- and moderate-income households; provided however, that a Grantee whose application claimed additional scoring points for agreeing to provide Grant services to more than 51% low- and moderate-income beneficiaries, must adhere to the percentage they elected in their application.[15]

In accordance with the Grantee's election in their Application for a grant award and for receiving additional points in scoring, the Grantee has agreed to exceed the minimum requirement and to serve at least 90% low- and moderate-income beneficiaries.

Note: This percentage cannot be decreased as it was used for scoring in a competitive round of funding.

4. The Grantee shall disclose to any client that services are provided free of charge by a Grant funded by DHCD using Federal funds and therefore the Grantee has certain reporting

[16] In responding to the RFA published June 21, 2024, applicants were given the opportunity to receive additional points in scoring for committing to exceed the CDBG minimum threshold to either a 75% minimum or a 90% minimum.

requirements in order to provide the Grant services free of charge. The Grantee shall use appropriate forms to obtain a client authorization, as required, to comply with the terms of this Agreement and to meet HUD reporting requirements,

C. Staffing

Where HUD requires services are to be provided by a Certified HUD Housing Counselor, the Grantee shall comply with that requirement and not permit services reserved to HUD certified counselors to be provided by others.

To the extent applicable, Grantee agrees to secure the services of qualified personnel that are licensed and bonded in the District of Columbia to perform the CDBG Federal Award activities and services listed in Exhibit A.

Any changes in personnel or their general Grant responsibilities as set forth in Exhibit A are subject to the prior written approval of DHCD. In this regard, it is essential that the Grantee immediately report terminations and proposed new hires to the Grantor.

D. Business Operations

1. Grantee shall observe business hours of operation onsite in their service location(s) that align with District Government hours of operation specifically Monday through Friday 9:00 am to 4:30 pm (DC holidays excepted)[16] and shall ensure that sufficient staff are on site at Grantee's place of business to carry out Grant services.

2. During the hours of operations, Grantee shall have live answered telephones for incoming calls. If the Grantee's phone system utilizes an auto-attendant function or voicemail, announced option to the caller must include an option to press a certain key (such as "0" for an Operator) to be connected to a staff person in real time who can answer and field questions, redirect a caller to a staff person who can address a caller's inquiries, or provide registration information. DHCD and other DC agencies such as the Office of the Attorney General may check Grantee's compliance with this requirement from time-to-time.

[16] DC Holidays include New Year's Day, Dr. Martin Luther King, Jr. Holiday, Washington's Birthday, DC Emancipation Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Day.

E. Grantee may offer clients virtual appointments as well as virtual group informational or educational activities, but Grantee shall also provide clients an option for in-person services (including both in-person one on one appointments as well as some in-person group informational or educational activities.) The Grantee shall not refuse in-person services to DC residents.

F. Housing Resource Center (HRC) and Late Night Hours: As required by the RFA, "Applicants selected for the award shall participate (in a regular rotation) in staffing onsite at the Department's Housing Resource Center (HRC). The HRC provides services to DC residents by appointment and walk-ins." The HRC is located in the Grantor's offices at 1909 Martin Luther King Jr Av SE. The HRC coordinator, in conjunction with the Associate Director for Community Services, will develop a schedule in consultation with Grant subrecipients for staffing the HRC on a rotating basis on weekdays.

RFA applicants were awarded additional points in their score by committing to "Extended Office Hours." The options included providing office hours until 7:00 pm at least one (1) day a week in their office location and/or until 7:00 pm at least two (2) days a month in the HRC.

In accordance with the Grantee's selection in their Application for grant award and funding, the Grantee has committed to serve Extended Office Hours No Commitment to Extended Office Hours in either location.

Section VI. Disbursement/Required Support Documentation

A. <u>Reasonable, Allowable, Necessary, Allocable</u>

1. Grantee may request reimbursement for actual expenses incurred to provide services and as described in the Grant Budget (A 3-1 and A 3-2). Requests must meet all four criteria: reasonable, necessary, allowable, and allocable. (2 CFR 200.305)
   a. ***Allowable costs.*** Reimbursements are limited to the expenses directly related to activities supported by the grant activities and are subject to the regulations of the Federal and District Governments. Expenses related to activities should be necessary, reasonable, allowable and allocable.
   b. ***Limitations on allowable costs.*** A grantee may not use an indirect cost rate to determine allowable costs under its grant.
   c. **Some *Unallowable costs.*** Expenses that are not allowable include (but are not limited to) sales tax, late fees, debts, tips & gratuities, food, alcohol, controlled substances, cash reserves or investments, money given to individuals (including

donations, grants or loans), contributions to organizations, costs of fundraising, fund development, grant writing, advocacy, lobbying, and purchase of goods or services for personal use or benefit.

2. In addition, Grantee must demonstrate to the reasonable satisfaction of the Grantor that Grant performance milestones have been achieved. All requests for payment of eligible expenses shall be associated with the budget line items specified in Exhibit B (Budget Schedule A (3-1), estimated cost invoices and satisfactory Grant performance.

3. Grantees may not be reimbursed for expenses paid through Cash app or other similar peer-to-peer payment platforms, since such platforms create issues for recordkeeping, auditability, and compliance with grant regulations.

4. The Grantee shall not supplant funds or seek reimbursement for expenses that may be reimbursed by another grant (Federal, District, or private) either prior to or subsequent to reimbursement by the Grantor.

5. The Grantee must have the capacity for bookkeeping and accounting services required to track Grant expenses and create payment requests in keeping with Federal and District requirements, either on staff or by a third-party contractor.

6. The Grantee shall create and submit payment requests in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the Grantee to create and submit invoices by selecting the applicable purchase order number which is listed on the Grantee's profile.

7. All Grantees must be registered in the portal prior to invoice submission. The vendor portal website is **https://cfo.dc.gov./supplier_portal**. Please log onto the portal for further details and instructions. Questions can be submitted to **suppliers@dc.gov**.

B. Form of Submission of Payment Requests

1. The cover sheet to the reimbursement package must be the 30A Form of the Department [RCSD DHCD 306A Revised October 2024]. No other cover sheet is needed. This form should contain the Purchase Order Number, the IDIS Number, and the Partial Payment Number in accordance with Department's guidelines.

Payments requests are contingent upon certification by the Grantee in the following form as contained on the 306A (RCSD DHCD 306A Revised October 2024). The Certification is to be made by the chief executive officer, or the chief financial officer or the chief operations officer if the Governing Board has authorized this officer to act on behalf of the board to sign.

"I certify that all items, quantities and prices of work and material shown in the requisition are correct to the best of my knowledge and belief. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information , or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812." (2 CFR 200.415)

2. Page 2 and Page 3 shall be the Reimbursement Request A 3-1 and A 3-2.

3. Page 4 shall be the Invoice Cover Sheet with:
   a. A unique identifier (e.g. a row number or brief alphanumeric code) shall be assigned by the Grantee to non-personnel invoices and with the same unique identifier marked on each and every supporting document (e.g. receipt, proof of payment, cancelled checks, contracts, scopes of works, services rendered, vendor statement or document, Grantee's notes) submitted. The unique identifier shall be listed on the invoice cover sheet.
   b. Vendor's name
   c. Remittance address
   d. Invoice number
   e. Invoice date
   f. Contract number (also known as Grant Number)
   g. Purchase order number (if any)
   h. Invoice Amount
   i. The Amount which the Grantee is requesting reimbursement
   j. Quantity of goods/services delivered. Deliverables. Shipping and payment terms
   k. Other substantiating documentation that justifies and supports the payment request.

4. Page 4 and subsequent pages as needed shall include the supporting documents for the reimbursement request including signed timesheets, payroll reports, invoices from vendors marked as described above. (See Section E below.)

C. HUD Related Requirements

1. Federal regulations require that reimbursement under the Grant is tied to (a) beneficiary data reporting and (b) program performance. Failure to meet reporting deadlines for performance and/or beneficiary service data will suspend temporarily the processing of Grantee payment requests. Staff unavailability does not waive the requirement to meet reporting deadlines, and Grantee shall ensure that adequate staff are trained or cross-trained to prepare and submit reports timely.

2. The Grantee should be aware that HUD maintains an *Integrated Disbursement and Information System* ("IDIS"), a database in which the Grantor must make reports during the performance period on each Grantee's account. HUD flags subrecipient accounts when reporting is not provided by a deadline. Such a flag shall constitute a default. Multiple flags or failure to meet the conditions for HUD to remove a flag may result in suspension or termination in keeping with Section XII (C) of this Agreement.

D. Schedule for Submission of Reimbursement Requests

1. Requests for reimbursement shall be submitted in a timely manner by the date due. Failure to meet a deadline shall constitute a default.

2. On the 10th day of each month, the Reimbursement Request shall be for the prior month; provided however, the September reimbursement request must be submitted earlier in October on the date specified by the Office of the Chief Financial Officer of the District of Columbia, which is usually between the 5th and 7th day of October. *(Grantee may wish to use other funding sources for the late September payroll to facilitate meeting the deadlines.)*

3. In order to close-out the grant by September 30th, the October request should be the only request submitted in September.

4. The monthly schedule for submission is as follows:

Month	Due Date
March	April 10th
April	May 10th
May	June 10th
June	July 10th
July	August 10th
August	September 10th
September	October 5th or 7th as specified by the DC CFO
October	November 10th
November	December 10th
December	January 10th
January	February10th
February	March 10th

5. As applicable, expenses incurred pursuant to a project commitment in IDIS that has been approved by the Grantor and are otherwise eligible for reimbursement at the Grantor's sole discretion, may be reimbursed, regardless of when those expenses were incurred.

E. Source Documentation

1. All costs and obligations incurred under this Grant Agreement must be supported by source documentation (e.g. invoices, receipts, contracts, canceled checks, etc.). Documentation may also include approved time distribution sheets and certified payroll reports for employees and contracts.

2. The Grantee must satisfy all documentary requirements to the reasonable satisfaction of the Grantor prior to the disbursement of Grant funds.

F. Requirements Applicable to Disbursed Funds/No Escrow

1. Grantee shall not escrow Grant funds. However, nothing shall prohibit the Grantee from supplementing funding for these activities from other sources including other grants, funders or donors.

2. Any cash advances disbursed pursuant to this Agreement must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate

cash requirements of the Grantee in carrying out the purpose of the Grant. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct Grant program or project costs and the proportionate share of any allowable indirect costs.

3. If at any time it is determined that more Grant funds are disbursed to Grantee than what was required by the Grantee's immediate disbursement needs, Grantee shall immediately return to Grantor the excess funds.

4. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations or fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee.

G. The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect cost rate, as further described in Section (C)(4) and Section (C)(5) (Reporting Requirements) below.

H. In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant proceeds within three (3) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant proceeds, unless another date shall be agreed to be the parties in writing. The Grantor reserves the right to recover such losses by any legal remedy available.

Section VII. Budget Modifications

A. Any amendments to the budget (change in the amounts specified in the individual cost categories set forth in Exhibit B). may be approved by the Grant Administrator, so long as the total amount of the budget is not exceeded.

B. Any increase in the total Grant amount must be approved by the Director of the Department. If the change is made at the request of the Grantee, the request shall be in writing dated and shall be submitted on a Budget Modification Form, attached hereto as Exhibit E.

1. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and dated using the appropriate excel format or the appropriate online portal if available.

2. The Grantee shall make modification requests by June 1st, to allow sufficient time for processing prior to the start of the fourth quarter of the fiscal year. No more than two modifications may be required in the performance period. Requests for modification to the budget shall not be approved after June 1, 2025, except for extenuating circumstances specified in writing, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion.

3. The Department will not approve reprogramming of personnel funds for positions not filled in compliance with this Agreement and Grantee's personnel policies submitted to Grantor. If at any time DHCD requires a more detailed budget breakdown than the one contained herein, the Grantee shall provide such supplemental budget information in a timely fashion and in the form and content prescribed by DHCD.

Section VIII. Conditions Precedent to Grant Closing and Grant Disbursement

Grant closing shall mean the date on which Grantee has satisfied all conditions precedent to execution to the satisfaction of the Grantor, at which time both parties have executed and delivered the Grant Agreement. No Grant proceeds shall be disbursed prior to Grant closing.

The following conditions must be met prior to Grant closing:

A. Eligibility Determination. Determination by the Grantor that Grantee's proposed Grant activities meet eligibility and national objective requirements specified by the CDBG Program regulations at 24 CFR §§ 570.200 through 570.209. Grantor has determined that the proposed Grant activities are eligible for CDBG Program funding pursuant to 24 CFR 570.201(e) (provide housing counseling services to low- to moderate-income households).

B. Environmental Clearance. Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historic preservation reviews, and HUD has issued an approval of the release of funds.

C. Due Diligence Submissions. The following items must be delivered to DHCD for approval prior to Grant execution and Grant closing:

1. Articles of Incorporation, organizational by-laws and certification of nonprofit status.
2. Board/Corporate Resolution, memorializing
   a. the Grantee's intent to enter into this Agreement
   b. identifying the total Grant amount of the award
   c. identifying the Grant Number
   d. identifying the funding source(s) of the award, and
   e. identifying the authorized person by name and title who is authorized to sign on behalf of the corporation to enter into this Agreement.
3. Certificate of Good Standing
   a. issued by the DC Department of Licensing and Consumer Protection (DLCP)
   b. certified within 6 months of the Effective Date of this Agreement.
4. Certificate of Clean Hands
   a. issued by the DC Office of Tax and Revenue (OTR)
   b. certified within 90 days of this Agreement.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia to carry out the Grant activities.
6. Evidence that Grantee has obtained insurance, as provided in Exhibit H. If the renewal period for any insurance requirement occurs during the Grant performance period, the Grantee is required to submit to the Grantor evidence (Certificate Of Insurance) of insurance renewal to cover the remaining Grant performance period.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Effective Date.
8. An Affirmative Action Plan ("AAP") must be submitted by the Grantee for review and approval by the District prior to Grant execution and the disbursement of any Grant proceeds. The AAP shall be in a form to be determined by the District and must detail the Grantee's efforts to comply with the District's goals for achieving equal employment in District government contracts and set forth specific standards for the utilization of minorities in all job categories, as required by Mayor's Order 85-85 and District law.
9. Drug-free Workplace Certification (Exhibit F).
10. Debarment affidavit and verification confirming that Grantee is not debarred or suspended or otherwise excluded from or ineligible for participation in federal or District assistance programs under Executive Order 12549 or District law.

D. Opinion of Counsel. Grantee shall submit a written opinion of the Grantee's attorney, which states that the attorney has read the Grant documents and that the Grantee:

- Is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary.
- Has the full authority and legal right to carry out the terms of this Grant Agreement and all documentation required hereunder to be executed by Grantee; and
- Has taken all actions to authorize the execution, delivery and performance of this Grant Agreement and any documents required to be executed in connection with the Grant according to their respective terms

The Opinion shall further state that none of the aforesaid actions, undertakings or agreements violate any restriction, term, condition or provision of the Grantee's organizational documents or any contract or agreement to which Grantee is a party or by which it is bound. The Opinion must identify the Grant Agreement by name and Grant number, and the counsel must specifically identify the documents upon which the Opinion is based.

E. Current on District Obligations. Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant, including all local taxes and charges affecting Grantee's business.

F. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Proceeds, including, but not limited to the Council of the District of Columbia and the Chief Financial Officer of the District of Columbia.

G. Clearance Approval issued by the DHCD Office of Program Monitoring.

Section IX. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. The Grantee shall cure all report deficiencies identified by the Department and resubmit for approval by the Grantor within 14 calendar days of the notification. The requirements of monthly and quarterly reports [VII.(A) and (B) are in Exhibit C.]

A. Monthly Reporting

Monthly Performance Reporting. The Grantee shall use the online reporting portal provided by the Grantor and shall provide a complete performance report by the 10th day of each month reporting on Grant activities, accomplishments and performance of the prior month. Failure to submit the report by the tenth day of the month following the end of each

month shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

B. Quarterly Reporting

On the 10th day of January, April, July, and October, the following quarterly reports for the previous three months shall be due and provided by the Grantee in the form and method required by Grantor:

1. Quarterly Report on **Beneficiary Data and Demographics** (separate reports for PS, NPS and NRSA).

2. **Banking Report** (as applicable)

3. **Non-expendable Equipment Inventory Report** (as applicable) (the purchase or lease of non-expandable equipment). The purchase of all computer equipment must have prior approval from the Department.

4. **Procurement Report** (as applicable).

5. Copies of the **Minutes of the Board of Directors** meetings, which took place during the previous quarter; and

6. **Language Access Report** (optional) If services are provided in languages other than English, we encourage a language access report to be made.

Failure to submit any or all Quarterly Reports by the tenth day of the month following the end of a quarter shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

C. Additional Report Requirements

The following reports are due to the Department within the timeframes indicated below. If these documents were previously submitted, they must be updated and resubmitted.

1. Fringe Benefits Report

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects funded from the proceeds of this Grant shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefits rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the change. The report shall be submitted to DHCD within fifteen (15) days of Grant execution.

The fringe benefits rate for any personnel costs funded by this Grant shall not exceed 20% of the base salary rate indicated in Schedule A Form A (3-2) of the budget (Exhibit B).

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to the date of the Offer Letter.

All personnel costs approved under this Grant Agreement must be filled within ninety (90) days of Grant execution or within ninety (90) days of the vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than ninety (90) days, whether intermittent or consecutive, at any time during the Grant period may result in the loss of funds for the position.

Grantee must submit transcripts of training or continuing education for individual staff and counselors to the Grantor.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with CDBG funds, in accordance with the requirements specified in 2 CFR Part 200 (Exhibit D). The property inventory list must include, at a minimum, a short

description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

a. The Grantee shall submit a budget and Cost Allocation Plan showing its direct and indirect costs and the allocation of such costs to the Grantee's activities, including the administration of the activities and services provided under this Agreement. The plan must show all allowable and unallowable costs and how such costs are included in the direct and indirect costs in accordance with 2 CFR Part 200.

b. A current Cost Allocation Plan must be submitted no later than thirty (30) days following Grant execution.

c. The Cost Allocation Plan must include all sources of funding for the Grantee, including this, Grant and to which program/cost centers each source has been applied using the Grantee's chart of accounts (referencing individual budgetary line items).

The Grantee must provide:

i. the total amount of funding from each funding source,
ii. the total staff employed by the Grantee, regardless of funding source, staff allocation per grant/program and the estimated percentage of time spent per grant program.

d. As required by HUD, the Cost Allocation Plan is subject to approval by the Grantor. The Grantee shall cure any defects or omissions in the Cost Allocation Plan within 60 calendar days of the notice to cure.

e. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. The waiver request must detail the reasons for the waiver request and include a copy of the relevant audited financial statements.

f. Claims for reimbursement of documented Grant expenses shall comply with 2 CFR Part 200 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.

5. Indirect Cost Rates

a. Grantees may request reimbursement for indirect costs based on their Cost Allocation Plan. The Cost of Allocation Plan must be reviewed and approved by the Grantor. The Grantee is required to keep records of the expenses charged to the Indirect Cost Rate for monitoring and close-out.

Grantees with Indirect Cost Rates are required to use their indirect cost rate. Grantees with provisional rates must demonstrate the rate is not expired or that it is currently used by a Federal Agency in awarding Federal funds to the Grantee during the current Fiscal Year. Other Grantees may use the Federal *de minimis rate* of 15%. In either case (*De Minimis rate* or Federally Approved rate), Grantee shall maintain records (available during monitoring, or close-out or upon request) indicating which costs in the cost allocation plan and the dollar amount have been attributed to the Indirect Cost.)

Indirect cost rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with supporting documentation. DHCD will not make adjustments to indirect cost rates after June 1st.

The Grantor does not issue or award Indirect Cost Rates.

Grantees who wish to obtain a Federally authorized Indirect Cost Rate are encouraged to contact the "Cognizant Agency" which is the US Department of Health and Human Services.

b. For all personnel costs funded under this Agreement, Grantee must maintain documentation for use of indirect cost funding and provide the same when requested for verification of expenditures in keeping with the approved cost allocation plan, including, but not limited to cancelled checks, employee signed and supervisory approved employee time sheets, invoices and bank records.

c. Expenses charged to an indirect cost rate must be accompanied by and cross-referenced to and reconciled with an independent audited financial statement, which accounts for all (grant funded and non-grant funded) activities by the Grantee during the fiscal year in which the indirect cost rate is based.

6. Organizational Audit

Grantee must submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year.

Note to All Grantees: All Grantees must ensure their financial records are available for review or audit by appropriate officials of the Federal Government and the District Government.

7. Auditor's Management Letter.

Grantee shall submit an auditor's Management Letter to the Grantor at the time it submits the annual audit.

8. Procurement Policy, Accounting Policies and Procedures, and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution, the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of the Grant. These policies and procedures shall be in accordance with the requirements of 2 CFR Part 200. The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

If the Grantee has previously submitted these documents, and the documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a certified statement (the "Re-certification Letter") to the Grant Administrator indicating when the most current document was submitted to the District and certifying that no changes to these policies and procedures have since been made.

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D. Summary of Report Deliverables and Receipt Due Dates:

	Report	Receipt Due Date
1	Monthly Performance Report	No later than the 10th day of each month
2	Quarterly Beneficiary Data	No later than January 10th, April 10th, July 10th and October 10th – a separate report for each use: PS-NPS-NRSA
3	Language Access Report (Optional)	No later than January 10th, April 10th, July 10th and October 10th
4	Fringe Benefits Report	Within 15 days of Grant execution
5	New Hires/New Employees Information (Job Description & Resume) HUD certificate if certified counselor	10 Days prior to the Offer Letter of Employment being sent to the candidate
6	Notice of Vacant Position	Within 10 days following the vacancy
7	Non-expendable Equipment Report	Within 15 days of Grant execution and quarterly thereafter
8	Procurement Policies and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
9	Accounting Manual and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
10	Cost Allocation Plan (based on and tied to the most recent audit)	Within 30 days of Grant execution
12	Independent Financial Audit	Within 90 Days of the Close of the Grantee's Fiscal Year

	Report	Receipt Due Date
13	Single Audit Report (if applicable)	Within 30 Days of submission to the Federal Audit Clearinghouse
14	Auditor's Management Letter	Submitted with the submission of the Audit
15	Requests to revise Budgets and/or Workplans	Prior to the 1st day of June
16	Grantee's Close-Out Report (Section XV.) Inventory Report & Annual Report	Within 90 Days of the end of the Term of the Grant.
17	HUD 9902	Within 30 Days of Submission to HUD
18	HUD Monitoring Report	Within 30 Days of Receipt from HUD monitor or the HUD intermediary monitor.

Section X. Accounting/Audit Requirements

A. Accounting System

1. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in Exhibit B.

2. Accounting records should be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.

3. Any funds provided to the Grantee or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest-bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

Grantee shall submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year, contingent on the following:

1. Grantees receiving an aggregate of $1,000,000 or more from all funders in Federal funds must in accordance with Federal regulations obtain an independent audit (Single Audit Act of 1984 , Single Audit Amendments Act of 1996, and 2 CFR Part 200). A standard audit may be supplied pending the completion and submission of the Single Audit.

2. Grantees:
   (a) Required to be audited by any State or political subdivision(s) thereof (whether by statute or regulation) or
   (b) Who conduct an audit to submit to any government or private funder, or foundation or corporate funder or
   (c) Whose governing body or senior management obtains an audit,

   shall be required to submit that audit to the Grantor upon receipt of the same.

If the Grantee is not audited in accordance with (1) and (2) above, the following shall apply:

3. A Grantee whose corporate entity receives or expends less than $999,999 as reported to the Internal Revenue Service in the 990 Tax Return without amendments, deletions or summarized details must file with the Grantor a financial report prepared by an independent Certified Public Accountant and certified by the same that contains:
   - income statement or Statement of Activities,
   - balance sheet or Statement of Financial Position,
   - statement of Functional Expenses by program or cost centers such statement to break out separately the Grantor's funding by Grantor's program(s) separately from all programs or cost centers used.
   - statement of cash flows, and
   - independent review and certification of the financial statements including a review of the management's financial internal controls.

   In addition, the nonprofit organization must file a biennial audit that covers both years within a biennial period. See 2 CFR Part 200, Subpart F.

4. The Grantee shall fully clear any deficiencies noted in the audit reports within sixty (60) days after receipt by the Grantee.

5. . Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default of this Grant and may result in the withholding of future payments and/or debarment from participation in future Grants.

Section XI. Grant Administration

The Grant Administrator is:

William Winston
Associate Director for Community Services
DC Department of Housing and Community Development
1909 Martin Luther King Avenue SE, Room 304
Washington, D.C. 20020.

The telephone number is (771) 208-9628. All concerns regarding the technical implementation and interpretation of this Grant are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line-item changes and terms) where there is no dollar increase.

Section XII. Repayment of Grant Funds/Grant Performance Monitoring Default and Remedies

A. HUD Monitoring

The Grantee is subject to monitoring by HUD and agrees to provide all required information, data, records, files including client files, case notes, correspondence and emails, reports, beneficiary data, performance data, financial records, supporting documentation, to satisfy HUD monitoring. Notwithstanding the date of a finding by HUD, should HUD make a finding, the Grantee shall be responsible to cure the defect, and should HUD require repayment of Grant funds for any reason to the Federal Government, the Grantee shall be responsible for repayment in the amount specified by HUD. Repayment shall be made to the District of Columbia and by the District to the Federal authority in satisfaction of the HUD requirement. HUD monitoring is not confined to the performance period but extends through the record retention period provided in Section XV.

B. Grant Performance Evaluation

1. DHCD will monitor the performance of the Grantee to ensure that the goals and performance standards stated in the Statement of Work and Work Plan and RFA are being achieved according to schedule and within budget.

2. All records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. Grantee shall make timely submission of all information and/or records requested by DHCD or HUD to assess performance under the Agreement.

C. Suspension or Termination of Grant Assistance

1. In accordance 2 CFR 200.340 and 200.341 and 200.343, suspension or termination of CDBG Grant assistance may occur according to the Default provision in subsection D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner.

2. If Grantee fails to correct the substandard performance within thirty (30) days after receiving written notice from DHCD, suspension or termination of this Agreement will be initiated.

3. In accordance with 2 CFR 200.340(a), suspension or termination of Grant assistance may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

Subject to any applicable notice requirement and right to cure, the occurrence of any of the following shall constitute an event of default:

1. Failure to comply with any of the CDBG Program rules, regulations or provisions referred to in this Agreement, or such other Federal or District statutes, regulations, executive orders, District of Columbia mayoral orders, HUD rulings, policies or directives applicable to this Grant:

2. Failure to comply with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement.
3. Substandard performance by the Grantee or any of its agents under this Agreement, as determined in the sole and reasonable discretion of DHCD; or
4. Improper use of funds provided under this Agreement.

A determination of default shall be made in the sole and reasonable discretion of DHCD.

E. Remedies for Default

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of a written notice to the Grantee, Grantor may take one or more of the following actions, as determined in its sole discretion:

1. Terminate and suspend further disbursement of any remaining Grant assistance.
2. Disallow all or part of the cost of the activity or action that is not in compliance with this Agreement.
3. Wholly or partially suspend or terminate the current Grant award; or
4. Take other legal remedies that may be available.

F. Termination for Convenience

The Grant may be suspended or terminated on the basis of convenience as provided in 2 CFR 200.340(a).

G. Reversion to DHCD of Grant Assistance

1. Upon default by the Grantee under the terms of subsection D above, which has not been cured, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request the following:

i. Any Grant funds in its possession (whether or not committed),
ii. Any accounts receivable attributable to the use of Grant funds; and
iii. The portion of any income directly generated by (or the prorated proportion of) Grant funds for the activities described in this Agreement.

2. Upon final completion of the projects and activities for which CDBG funds have been provided by DHCD, expiration of the term of this Agreement, cancellation, or determination of this Agreement, the Grantee shall transfer any unspent, excess or surplus CDBG Grant funds, to include accounts receivable attributable to the use of the CDBG funds.

H. Grantor Non-Waiver

DHCD's delay or failure to act with respect to a breach by the Grantee does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section XIII. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, and 2 CFR Part 200, as deemed applicable by the Grantor. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Fund Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Organizational Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter arising from this Grant Agreement.

D. Cancellation Ceiling

In the event of cancellation of the Grant because of non-appropriation of funds for a specific fiscal year, there shall be a cancellation ceiling of zero dollars.

E. Anti-Deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, Grantor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code§ 47.105. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-Deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section XI. of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements.
2. Performing technical evaluations as required.
3. Interpreting the Statement of Work and other language in the Grant.
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with the District and other laws and regulations applicable to the Grant.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

George H. Lambert, Jr.
President & CEO
Greater Washington Urban League
2901 14th Street, NW
Washington DC 20009
(202) 265-8200
glambert@gwul.org www.gwul.org

H. Misuse of Grant Funds

Any alleged fraud, waste, abuse or mismanagement of Grant funds shall be immediately reported to the Grantor and the District of Columbia Office of the Inspector General ("OIG"). The OIG may be reached at (202) 724-TIPS (8477) and (800) 521-1639 or at oig.dc.gov

I. Nonassignability

Grantee will not sell, assign, pledge or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

Section XIV. Insurance

A. The Grantee shall obtain at least the minimum insurance coverage set forth in this Section XIV. and Exhibit H prior to the Effective Date and keep such insurance in force, as may be applicable, throughout the Grant period of performance.

B. Fidelity Bond: The Grantee must procure Fidelity Bond coverage in an amount equivalent to the total Grant budget. Pursuant to 2 CFR Part 200, Fidelity Bond coverage is required to protect the District's interest in the dollar amount of the Grant. Should Grantee be unable to procure a Fidelity Bond, Grantee shall submit proof that it has obtained general liability insurance that covers internal employee criminal activity or directors' and officers' liability insurance.

Section XV. Records Retention/Access

A. Records Retention

The Grantee shall retain all records demonstrating compliance with CDBG requirements and that are pertinent to this Grant for no less than five (5) years from Close-out of this Grant Agreement, including any extension thereof made in accordance with Section XVI. [Option to Extend] and including but not limited to Close-Out in IDIS of any HUD requirements. See Exhibit 5.1 in this link: https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-5.pdf

B. Extension of Retention Period

Notwithstanding the foregoing retention requirement in paragraph A above, if any litigation, claim, HUD monitoring or audit is initiated before the expiration of the retention period, records shall be retained for a period of not less than four (4) additional years following completion of the actions and resolution of all proceedings (e.g. litigation, claim, HUD monitoring or audit) involving the records.

C. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility, progress and achievement toward program goals and secure such records in a manner subject to applicable privacy laws. Such data may include, but is not limited to, client name, address, income level, case notes, correspondence and a description of service(s) provided. The Grantee shall use software which is HUD compliant to maintain client records. The Grantee shall transmit client records and files in a manner that is compliant with HUD's Personally Identifiable Information (PII) requirements.

D. Access to Records

All Grantee books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Grant funds shall be made available to the Department, HUD, its designee, representatives of the Inspector General of the District of Columbia or the Office of the DC Auditor at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.

E. National Objectives

The Grantee agrees to maintain documentation that demonstrates that the activities carried out with CDBG funds provided under this Grant meet the CDBG national objective of benefiting low- and moderate-income persons, as defined in 24 CFR part 570.208.

F. Copyright

If this Agreement results in any copyrightable material or inventions, DHCD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Section XVI. Federal and District Public Policy Requirements

Grantee shall fully comply with the following Federal and District policy requirements, as deemed applicable by Grantor:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federal-assisted and federal conducted programs and activities .

C. The requirements of Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

D. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.-) and implementing regulations at 24 CFR I part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

E. The requirements of Executive Order 11246, as amended by Executive Orders 11375. 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

F. The Conflict of Interest provisions of Federal and District laws strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of Federal funds to comply with 2 CFR 200.317 to 200.327 and

any sections of Title of 24 the Code of Federal Regulations concerning CDBG funding which are more restrictive than the Uniform Guidance Code for use of CDBG funds. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within (fifteen) 15 business days of execution of the Grant Agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict-of-Interest declarations to be executed by each employee and board member.

G. The Hatch Act. Chapter 15 of Title V. United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

H. The National Environmental Policy Act or other legislation implemented by 24 CFR part 58.

I. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement as Exhibit F.

J. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991H FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.

2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any grant,

or the entering into any extension. continuation. renewal, amendment of modification of any grant.

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and

c. He or she will include the language of the certification in all sub- grant awards at any tier and require that all recipients of sub-grant awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this Grant imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure, as the applicable grant shall so provide.

K. The Americans with Disabilities Act of 1990 (ADA) - Notwithstanding anything contained herein to the contrary, during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

L. The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are applicable pertaining to economic opportunities for low and very low-income persons. 24 CFR part 135.

M. First Source Program - Contractors and subcontractors of a government-assisted Project totaling $300,000 or more must comply with the District's goals for the recruitment, referral and placement of District residents. See D.C. Law 5-93, as amended, D.C. Official Code§ 2-219.01 et seq.

Section XVII. Close-Out Provisions

Activities and tasks during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor, and determining the custodianship of records (which shall remain the responsibility of the Grantee unless a determination is made otherwise). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over District appropriated funds and the record retention period, whichever is longest. Grantee shall submit the following items within the time frames indicated in this Section after completion of Grant activities or expiration or termination of this Agreement.

1. All activities are eligible, were completed and met a national objective.
2. All grant funds were expended in full, or all remaining funds are to be returned to Grantor.
3. All reporting requirements were completed and submitted (except for the final report that is submitted during the closeout process).
4. Any special conditions were met; and
5. All deficiencies or corrective actions affecting the Grant were resolved.

A. Grant Close-Out Report

The Grantee shall submit to the Grantor a Grantee's Close-Out Report ("Report") within ninety (90) days after expiration of the Grant term, termination of the Grant, or final payment for activities under this Agreement, whichever occurs later. This Report, at a minimum, shall include a narrative of the Grantee's completed tasks based on the activities, performance measures and goals set forth in the Statement of Work. The Report shall be completed using a form provided by the Grantor. The Grantee shall provide any information or data Grantor requests for Close-Out. In the Grantor's sole discretion, the reporting provided during the term of this Agreement may be accepted in lieu of the Grantee's Close-Out Report if those reports contain all information required in this section.

B. Documentation of Expenses

Within ninety (90) days after the expiration of the Grant, the Grantee shall provide to Grantor documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses.

C. Equipment Inventory

The Grantee shall submit to Grantor a list of all furniture, fixtures, equipment and vehicles purchased with Grant funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with 2 CFR Part 200.

D. Audit

The Grantee shall submit an audit or financial statement, as applicable, and as provided in Sections IX and X. of this Agreement.

E. Transfer of Records

Grantee shall, within ninety (90) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

F. Grantee's Obligations

The Grantee's obligations to DHCD remain in effect through the period of record retention as stated in Section XV.

Section XVIII. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion, and if legally permitted, extend the term of the Grant no more than two (2) times for one-year terms, or any fraction of one year, or multiple successive fractions thereof.

B. Grantor will endeavor to provide Grantee a preliminary written notice of its intent to extend at least thirty (30) days before the end of the Grant Term. The preliminary notice does not commit the District to an extension or authorize additional Grant funds to Grantee.

C. Any extension of this Grant is contingent upon the appropriation of funds for the applicable time period. However, the availability of funds shall not obligate the District to extend the Grant.

Section XIX. Total Agreement

The Grant Agreement, including specifically incorporated documents (to include the approved Statement of Work, the Work Plan, the approved Budget and the Grant attachments) constitute

the total and entire agreement between the Parties. Grantee understands and agrees to comply with the incorporated references contained in this Agreement and all applicable District and Federal laws and regulations.

Section XX. Applicable Law.

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia, unless otherwise controlled by federal law. In any proceeding relating to this Grant Agreement, each of Grantor and Grantee, hereby irrevocably submits to the jurisdiction of the Courts of the District of Columbia for the purposes of any suit, action or proceeding arising out of or relating to this Grant or transactions contemplated hereby.

Section XXI. Severability.

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XXII. Amendment.

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Grant activities, or the amounts specified in the Budget without the prior written approval of Grantor. The Grantee may request in writing approval of any proposed change to the Statement of Work or Workplan or the amounts specified in the eligible cost categories of the Budget and shall provide adequate supporting information and a revised budget along with its request. All such requests must be signed and dated.

Section XXIII. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or fully, by the Department.

1. The written or printed materials must include the authorized DHCD logo.

2. Written or printed materials include, but are not limited to, newspaper, radio and television announcements or advertisements, websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.
4. Grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to Grantee.
5. Grantee must provide copies of all marketing materials, brochures, flyers and other materials that publicize grant-funded activities to Grantor via email at dhcd.occo@dc.gov

Grantee shall publicize, as appropriate, to its constituency through social media, print, and online postings, DHCD communications and events that are related to Grant supported activities.

Section XXIV. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code§ 2-531 *et seq*. provides for the disclosure of public information. Specifically, the law provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Official Code § 2-170 1 (13) .

This serves as your Notification that information /documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code§ 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXV. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, homeless status, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Sexual harassment is a form of sexual discrimination which is prohibited by the Act and Mayor's Order 2023-131 (Updated District Government Sexual Harassment Policy, Guidance, and Procedures), which is attached hereto as Exhibit I.

The prohibition against workplace sexual harassment extends to third parties doing business with or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies. By executing this Agreement, Grantee affirms that it will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1 I 00 et seq. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated.

Section XXVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addresses:

NOTICE TO GRANTEE:

Greater Washington Urban League
2901 14th Street, NW
Washington DC 20009
Attn: George Lambert (President & CEO)

NOTICE TO GRANTOR:

D.C. Department of Housing and Community Development
Community Services
1909 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
Attn: Director

DHCD Contract No. 2025-03
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-03
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTOR SIGNATOR PAGE]

DISTRICT OF COLUMBIA, a municipal Corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Colleen Green
Director

Legal Review:

Julia Wiley
Office of the General Counsel
Department of Housing and Community Development

3/19/25
Date

[Signatures continue on the next page]

DHCD Contract No. 2025-03
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTEE SIGNATURE PAGE]

GREATER WASHINGTON URBAN LEAGUE, INC.
a District of Columbia non-profit corporation

George H. Lambert , Jr.
President & Chief Executive Officer

03/31/2025
Date

DHCD Contract No. 2025-03
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit A Services to be Provided

- Statement of Work
- Section 3.2 Services (from the FY25 RFA)
- Workplan as approved by the Grantor

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education and training services to support DHCD's housing programs and initiatives, and to promote compliance with District housing regulations. All of the services are intended to empower potential homeowners, actual homeowners, and tenants for the purpose of preserving of affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership; (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached workplan and performance measures. Marketing and outreach for the services provided is a activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of these service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling; (b)the Grantee's additional knowledge of the individual and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and it shall be maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow up and conduct a final assessment of the impact of the services provided. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A4: Inclusionary Zoning Orientation
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program

CATEGORY C: TENANTS AND TENANT GROUPS
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

SECTION 3: PROGRAMMATIC REQUIREMENTS

3.1 Eligibility for Federal Funding

The services in this RFA will be conducted through grant agreements using Federal funds (Community Development Block Grant (CDBG) and, as available, some District Funds. The Department will provide a full informational briefing to the awarded grantee(s) about the grant funding source's ongoing administrative and programmatic requirements. Whether grants awarded under this RFA are funded locally or with federal funds, all grants will be managed to the higher standards and requirements whether Federal or District.

Federal regulations have established national objectives requiring all CDBG-funded activities beneficiaries to be at least 51% low- and moderate-income persons or households. The national objective is achieved through "limited clientele benefit"—that is, by verifying the incomes of each beneficiary of the services provided. The applicant must demonstrate that it has the capacity and the intention to verify the household incomes of beneficiaries to meet the national objective of providing benefits to 51% of low- and moderate-income persons.

Client income certification is also an important element of ongoing program activity for many DHCD housing programs. (See Section 3) Applicants should review in detail the federal income requirements for programs, activities, and grantee (sub-recipient) eligibility under the Community Development Block Grant program regulations at 24 CFR 570. 200-210,

- https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-570/subpart-C?toc=1

and HUD Housing Counseling Program Regulations: 24 CFR Part 214,

ps://www.ecfr.gov/current/title-24/subtitle-B/chapter-II/subchapter-B/part-214?toc=1

3.2 Housing Services: Description of Housing Programs and Services

Please Note: Specifications and programmatic requirements may change from time to time during the award period at the discretion of the Department.

The following describes seventeen services in the Housing Counseling Program. These constitute the services for which the Department is seeking Applicants to provide services to DC residents. Applicants should select at least one service for which they are applying; however, the Applicant may select more than one. The Department is not obligated by the Applicant's selection to make an award. Applicants are responsible to demonstrate their capacity in their application to provide the services for which they have applied. Capacity includes staffing patterns including qualifications and experience, other funding resources, case management systems and programmatic activities. Historical data can also be considered in demonstration of organizational capacity. Applicants should be aware of Legal Citations noted throughout this section as well as the references to the Code of Federal Regulations (CFR).

Category A: HOMEOWNERSHIP

A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program
A6: Income Certification for the Property Acquisition and Disposition Division (PADD) Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY

B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B12: Legal Services for Seniors and/or Coop & Condo Associations
B13: Technical Assistance for Coop and Condo Associations
B14: Technical Assistance for Owners of Small Rental Properties

CATEGORY C: TENANTS AND TENANT GROUPS

C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

Each particular service has specific requirements described in the following pages. Applicants are expected to utilize this guidance in the performance of these services.

CATEGORY A: HOMEOWNERSHIP

Legal Citations Governing Program Area in Category A

Applicants to provide services in Category 1 should review in detail the following legal citations governing the District's homeownership programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for homeownership pursuant to the relevant citations.

- Home Purchase Assistance Program: DC Code 42-2601 and 14 DCMR, Chapter 25
- Employer-Assisted Housing Program: DC Code 42-2501 and 14 DCMR, Chapter 36
- Inclusionary Zoning: Legislation Pending, Bill 17-586, 17-618, 17-619

A1: HUD Housing Counseling
This activity is open to applicant organizations which are HUD approved employing one or more HUD certified counselor(s). Such counseling is often (but not exclusively) in the pursuit of homeownership or credit repair and improvement or to improve their housing condition.

Grantees of this service should be familiar with 24 CFR 5.100 and with 24 CFR 214.

Housing counseling is independent expert advice provided by a HUD certified housing counselor (24 CFR Part 214) customized to the needs of the client. It is aimed at addressing housing barriers and providing support to the client to achieve their housing goals. This counseling service must include: (1) intake (2) financial and housing affordability analysis (3) an action plan[2] and (4) follow-up counseling to implement the action plan and achieve its stated goals *(24 CFR 5.100).*

The action plan should identify the steps needed for the client to achieve his/her housing goals. These actionable steps include, but are not limited to, review of the client's credit report with explanations of its meaning and items that impact (or may improve) the credit score, creation of a budget and methodologies to track one's income and spending, debt reduction planning, and savings planning. Follow-up should track the client's progress toward the goals of the action plan. Other programs and services including group educational opportunities may complement the one-on-one counseling with a certified counselor. Counselors, therefore, may appropriately make referrals to programs and services as well as to group educational activities that support and implement the goals of the action plan.

Counseling organizations are required to maintain case files including items 1-4 above as stated in 24 CFR 5.100. It is critical that files with records and case notes be kept in such a way that if a client's counselor is no longer available, either temporarily or permanently, another certified counselor in the organization can understand based on the file the client's circumstances, action plan, progress and where the client is in achieving his/her housing goals.

Organizations providing this service should have working experience with credit counseling and repair, with consumer credit bureaus and consumer credit laws. Ideally, they should be familiar with creditor tactics, liens, judgments, repossessions, and other obstacles to credit improvement.

It is critical for the counseling organization to make efforts to keep the client engaged in the counseling process and such attempts and outreach should be documented in the case file.

In accordance with HUD requirements, counseling organizations may close files if a client does not respond to outreach efforts over 60 days. The last outreach attempt should document that the file will be closed as of a specific date if nothing further is heard from the client. If the client should return to client after the 60 days, a new file should be opened.

[2] Except for reverse mortgage counseling.

Post-purchase follow-up

a) Grantees must continue their counseling relationship with customers once they become homeowners. This follow-up should continue for a period of time after purchase to ensure the homeowner's housing stability.
b) Grantees may make use of post-purchase programs using either their own programming or making referrals to other Grantees who provide such programming (*e.g.* B1 General Home Management and B2 Foreclosure Counseling).
c) If problems arise, it will be the grantee's responsibility to address them quickly as time is of the essence, and to address them as efficiently as possible. Where the District's investment is involved, counseling should include ways to protect the DC investment.
d) When working with clients who have an HPAP deferment period ending, Grantees must provide dedicated counseling services to those borrowers. In particular, grantees will be asked to make an updated assessment of each borrower's financial status regarding the appropriateness of continued deferment.
e) Potential delinquency, or foreclosure prevention, counseling will be provided to any borrower who is experiencing difficulty.
f) If problems continue with these loan clients, this counseling will become a home preservation activity.

A2 8-Hour Homebuyer Education Class (HBE)

This activity is open to applicant organizations which are HUD approved counseling organizations employing one or more Hud certified counselors.

The Department seeks HUD Approved organizations to provide the 8-Hour Homebuyer Class. This is in support of the Department's many programs for which the 8-Hour Homebuyer Class is a requirement, and also for other DC residents who seek to take this class in preparation for homeownership and for their knowledge.

Organizations should take as a serious obligation to conduct this class with knowledge staff (HUD certified counselors). The class is conducted in a traditional in-person setting or in a virtual online setting.

Those who successfully attend and complete the class should be provided with a DHCD certification (in the format approved by the Department) indicating their completion of the class and dated appropriately. Monthly attendance and award of certificates should be reported to the Department monthly. The class should be presented frequently enough to meet programmatic needs of DHCD programs. Class dates should be provided to the Department for inclusion on the DHCD calendar. Presentations should be given by staff, not outside speakers. Grantees are welcome to collaborate in the conduct of these classes.

A3: Intake for DC Homebuyer Programs (HPAP/EAHP/NEAHP)

The Home Purchase Assistance Program (HPAP) is the primary DHCD program for first-time homebuyers. HPAP provides interest-free loans that include closing cost assistance to eligible applicants. Under this program, homebuyers may have the opportunity to purchase houses,

condominiums, or cooperative units in the District. DHCD has additional homeownership programs which are associated with HPAP, and which are targeted to specific populations or geographic areas or may meet specific home buyer needs.

The satellite programs are:

(1) The Employee Assisted Housing Program (EAHP) provides assistance to District of Columbia Government employees, who are first-time homebuyers in the District; and

(2) The Negotiated Employee Assistance Home Purchase Program (NEAHP) provides down payment and closing cost assistance to certain District of Columbia Government employees whose position is covered by specific union collective bargaining agreements.

Wherever the acronym "HPAP" is used, the same applies to the EAHP and NEAHP programs.

Prior to HPAP Application

Clients interested in HPAP assistance who have a pre-approval from a lender, should be assisted with making an application to the HPAP as expeditiously as possible. Those without a pre-approval letter from a lender are required to engage in HUD Housing Counseling (see A1 above) in order that they have the benefit of credit counseling and homeownership preparation. The action plan should include the actionable steps needed to ensure success as a homeowner and to achieve a pre-approval letter from a lender. Once a pre-approval letter has been obtained, the client with the Grantee's assistance should proceed to making their application to HPAP.

Application Process

For grantee organizations, this relationship management function includes working with first-time homebuyers throughout the homeownership application, preparation, purchase, and post-purchase process. Counseling will be focused on low- and moderate-income populations.

Once HUD credit counseling is completed the HPAP process includes:

(Optional) Applicant organizations may conduct pre-purchase seminars which include information and requirements of the HPAP programs. A DHCD Certification should be provided to attendees and recorded with DHCD.

Application Intake includes document collection of those documents needed. These should be collected in person or by means of a secure portal. Email is not considered a secure means for transmission of information which could be used for identity theft or other criminal activity. Drop-off at a staff office to an employee is acceptable.

Once the application package is complete, the organization submits to the appropriate HPAP administrator.

Homebuyer Education (8-hour class) (A DHCD Certification should be provided to 8-hour Homebuyer Education attendees and recorded with DHCD.)

Post-Purchase follow-up (Records of those follow-ups should be maintained by the organization. See Post-purchase in Service A1)

Organizations will be responsible for: (1) the application process, which includes delivery of completed applications to the HPAP Administrators; (2) completion of the application form itself and collection of all required supporting documentation, and (3) maintaining performance and reporting data, and databases as needed by the Department.

A4: Inclusionary Zoning Orientations

Introduction to IZ/ADU Programs:

The District's Inclusionary Zoning (IZ) Program requires a certain percentage of units in a new residential development, or a substantial rehabilitation that expands an existing building, be set aside as affordable units. The goals of this program are to increase the supply of affordable housing for low- and moderate-income households, to support the creation of mixed-income communities, to prevent rising home prices from driving out low- and moderate-income residents, and to leverage the expertise and capacity of the private market to develop affordable housing.

Affordable Dwelling Units (ADUs) are defined as for-sale and for-rent homes that are locally restricted for occupancy by households whose income falls within a certain range and are generally offered at a below-market rate. ADUs are generally produced in exchange for zoning relief, tax incentives, public financing, and/or the right to purchase or lease District-owned land. Specific ADU provisions, such as the affordability period, income limits, and resale restrictions, are set out in deeds, covenants, land disposition agreements, ADU administration plans and other originating documents.

ADU provisions have historically varied from project to project, as each is a result of a unique negotiation or project approval. However, ADU restrictions are becoming more standardized and more similar to standard IZ requirements.

Organization roles and responsibilities:
Provide mandatory IZ Orientation. The department's PowerPoint presentation must be utilized. Presentation and answers to participants' questions must conform to agency guidelines.

DHCD seeks organizations which will provide programmatic rental and homeownership counseling services in support of both of the above programs. Information about these

programs is available through DC Housing Search https://www.dchousingsearch.org , counselors will be required to utilize DC Housing Search, and train potential customers in how to search for affordable housing through DC Housing Search.

Grantees will be required to become familiar with the program requirements and procedures, as required by DHCD. In the last few fiscal years, the IZ program has produced approximately 400 new affordable units each year.

Orientation:
In particular, organizations are required to conduct IZ Orientations to help residents to be familiar with all programmatic requirements for the IZ program.

Organizations must conduct and coordinate this mandatory orientation session in a traditional and virtual classroom settings. They must provide interested applicants/residents with the relevant terms of the program, including next steps and other information as required by DHCD.
DHCD currently provides standard slides and certificate templates to use for this orientation and will provide training to grantees.

Completion of this orientation class is mandatory before an individual may register for the IZ program and individuals must renew registration every two (2) years to remain on the IZ registration list.

The class must be conducted at least monthly beginning within 30 days after the grantee's application is approved. Coordination of this class will include publishing upcoming class dates, accepting reservations via phone, email, or other method, allowing walk-ins if space is available, providing attendees with a certificate of completion (in a format approved by DHCD) upon completion of the class and providing at least monthly attendee data to DHCD. It will also include ensuring that attendees receive all required training materials, and shall be presented by grantee staff, not outside speakers.

Grantees must train program participants in the terms and specifics of the IZ and ADU Programs (training guidance will be provided by DHCD) and provide additional pre and post homebuyer education training.

Grantees must also provide data to DHCD on a regular basis as determined and requested by DHCD, including but not limited to the names and contact details for individuals who have received a DHCD certificate and the number of attendees at IZ orientations.

A5: Income Certifications for the IZ/ADU Units Programs

The agency seeks two organizations to provide income certifications for participants in the Inclusionary Zoning and Affordable Dwelling Units programs. Income certifications are expected to be conducted under a uniform process prescribed by DHCD and following HUD Part 5. DHCD has established requirements for approving Certifying Entities, including

specific IZ and ADU training.

Grantees are expected to become Certifying Entities pursuant to DHCD requirements. Grantee organizations will be required to ensure that program participants understand that income and occupancy restrictions apply to their IZ units and ADUs. Grantees will also be expected to complete income certifications for newly selected households and for renewing tenants. Grantees will be working closely with individuals, property management/leasing staff, sales agents and DHCD. DHCD will provide the necessary forms and procedures, but Grantees will collect the necessary paperwork from individuals and complete the income and household size verification process. Upon successful certifications, Grantees will notify DHCD and the sales/leasing staff.

Such restrictions may include but would not be limited to: (1) the specific affordability period, (2) conditions for, or prohibitions against, subleasing, and (3) resale restrictions. Ongoing outreach and assistance to occupants of IZ units and ADU is required in the areas of programmatic requirements and homeownership counseling.

A6: Income Certification for PADD Applicants

The Property Acquisition and Disposition Division (PADD) encourages vacant and/or abandoned property owners to rehabilitate and/or occupy their properties. PADD acquires vacant, abandoned, and deteriorated properties through negotiated friendly sale, eminent domain, donation, or tax sale foreclosure, when owners are unwilling or unable to maintain their properties. PADD also disposes of properties in inventory by selling them to individuals or developers to be rehabilitated into high-quality affordable and market-rate single-family and/ or multi-family for-sale or rental housing in District neighborhoods.

For DHCD, the activities of this Division create affordable homeownership and rental opportunities for low- and moderate-income households. Grantees must counsel these households as they qualify for and occupy these new homeownership and rental units. DHCD seeks one or more organizations which will provide counseling or training services for affordable units made available through PADD.

Because PADD units are not produced through a traditional homebuyer program, an intensive marketing and outreach effort to our target population will be required of grantees. Counseling services will also involve conducting income certifications and re-certifications for purposes of admission and continuing participation in this program. Income certifications are expected to be conducted under a uniform process prescribed by the Department. For PADD, grantees must ensure that program participants understand that income, or occupancy, restrictions apply to their unit. Such restrictions may include but would not be limited to: (1) the specific affordability period; (2) conditions for, or prohibitions against, subleasing; (3) potential rent increases; and (4) resale restrictions. The specific unit covenant

terms will be communicated to stakeholders by the Department, but grantees must facilitate communication with stakeholders.

A7: Public Services: General Coaching and Information

Public Services may be undertaken by Applicants which have not yet obtained HUD Approval and may not employ a HUD certified housing counselors. (HUD Approved organizations who are applying for A1 or A2 do not need to apply for this service, since they are able to provide these Public Service activities in connection with their other lines of services.

These activities are frequent but not exclusively in a group setting. These may be virtual or in-person, as long as an in-person option is provided. Grantees may utilize Homebuyer Clubs as an effective tool for keeping clients engaged in homebuyer preparation when a long-term period is needed for better positioning to be a first-time buyer.

They may include group trainings on understanding credit and credit reports and involve savings programs.

Public service staff are required to train clients to utilize available tools, such as DC Housing Search https://www.dchousingsearch.org to locate affordable housing for sale and for rent.

CATEGORY B: COUNSELING AND TRAINING FOR HOME PRESERVATION

B8: General Home Management (Post-Purchase Non-Delinquent)

Post-purchase counseling is essential for Homeowners who have purchased their homes, are not delinquent in their mortgage payments and would like to remain successful by creating a realistic financial plan to avoid financial pitfalls and protect and retain their homeownership. Post-purchase counseling is essential to understand local post-purchase behavior, especially low-moderate income homeowners, that can be supported by education and supportive programs to ensure recent homeowners understand what to do in the event of hardships. Organizations that provide post-purchase counseling sessions and education workshops will ensure their topics consist of the following:

1. Prepare a maintenance plan for major household systems and repair strategies.
2. Emergency preparedness plan to assist client in case of disaster.
3. Understand consequences of not paying taxes, HOA payments or community assessments.
4. Explain the benefits of establishing an emergency fund and retirement or tax-incentivized accounts.
5. Provide knowledge of home improvement financing options like HELOCs and give counsel on how to apply for additional financing to renovate property.

6. Access the client's understanding of the process of refinancing the home and incurring more debt.

This counseling activity may include, but not be limited to, appliance warranty disputes, contractor disputes, disputes with mortgagors, will and estate issues, including transfer-on-death deeds, etc. In this service, grantees must serve as advisor-educators and are prohibited from giving legal advice. Grantee activities should focus on low—and moderate-income populations.

B9: Foreclosure Counseling

Homeowners who are delinquent in loan payments (as well as those in danger of delinquency) need to know what options are available to them. Similarly, those in foreclosure need to know their options and resources that may assist them, especially if available legal services are available.

Organizations are required to provide foreclosure prevention counseling that helps homeowners at risk understand the foreclosure process in Washington, DC, determine their legal rights and identify options to avoid foreclosure.
Organizations will assist struggling homeowners with loss mitigation, communicate with mortgage servicers and provide services such as the following:

1. Provide advice and coaching to assist clients with creating a budget based on financial goals. Assess the current financial situation and develop short and long-term strategies to reduce expenses and debt to achieve client goals.
2. Explain loss mitigation. Explain the requirements of a loss mitigation package and evaluate the client's loss mitigation options for FHA and non-FHA loans.
3. Provide examples of mortgage default scams and ways to avoid being a victim.
4. Explain the consequences and costs associated with a foreclosure, short sale, or deed-in-lieu.
5. Explain the foreclosure timeline and devise a plan if the client is unable to stay in the home and assist the client in mortgage default recovery. Demonstrate the impact of a mortgage default.
6. Work with displaced residents seeking referrals for housing.

Grantees work with homeowners who are delinquent in their mortgage payments, or who are in foreclosure, or in post-foreclosure. These counseling services are also offered to owners of multi-family properties, and ownership associations. This counseling serves as a central element of DHCD's overall foreclosure prevention strategy.

It is critical to address the District's foreclosure crisis. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Grantees also work with the Department of Insurance Securities and Banking (DISB) to protect clients against scam operations that prey upon residents who are subject to foreclosure. Grantee organizations extract data for outreach and targeting efforts from the Office of the Recorder of Deeds, which provides a listing of all official foreclosures in the

District on a weekly basis. DHCD seeks one or more organizations that will provide foreclosure counseling services which include, but may not be limited to, all of the above-described foreclosure prevention activities.

For grantees, this counseling function means working with troubled homeowners, utilizing all foreclosure prevention or mitigation tools available, and if necessary, working with customers throughout their foreclosure or post-foreclosure process. Grantees must provide full assistance and advice to troubled homeowners. Grantees will be responsible for: (1) assessing the homeowner's circumstances, (2) educating the homeowner about the full implications of mortgage delinquency and foreclosure (3) exploring and providing options of action for the homeowner (4) providing tools or alternative support that may further assist the homeowner (5) developing and executing a best action plan for either saving the home or undertaking the best course for the homeowner, and (6) tracking the results of their counseling efforts. In addition, grantees will provide ongoing performance and reporting data and databases maintained.

Post-Foreclosure Counseling: It is critical that grantees continue their counseling relationship with customers, even if the home cannot be saved. Grantees must follow up with troubled homeowners for a period of time after any action plan has been executed. If the home has not been saved, counseling should be made available, and if necessary, referral to other needed services. If the home has been saved, counseling follow-up is also necessary to ensure that the ongoing action plan is being properly implemented. If more problems arise, it will be the grantee's responsibility to address them as quickly and as efficiently as possible.

With the passage of the Saving DC Homes from Foreclosure Emergency Amendment Act of 2010, troubled or delinquent District homeowners have the right to engage in mediation prior to foreclosure. As a result, DHCD requires grantees to provide counseling related to this mediation process.

Grantees must be familiar with the Law, its regulations, and the mediation process which has been implemented by the Mediation Administrator at the DC Department of Insurance, Securities, and Banking. Grantees must educate troubled homeowners in the decision factors related to mediation election, and, if necessary, prepare them for mediation. In some cases, counselors may be asked to accompany, or represent, troubled homeowners in the mediation process. Grantees must ensure that all customers who elect mediation complete and submit proper documentation in a timely manner. Grantees must ensure that the best interests of troubled borrowers are protected throughout the mediation process. Finally, DHCD expects grantees to follow-up after the mediation process is complete to ensure that any final mediation agreement is properly implemented.

B10: Eviction Counseling

Applicants who have HUD certified counselors or NeighborWorks America foreclosure certified counselors may offer this service. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Training should also include knowledge of laws and legal procedures governing eviction.

Eviction has long created housing instability for renters, and especially among low- and moderate-income households. For those at the lower end of the economic scale, eviction has caused not only housing instability but also employment insecurity and homelessness. Studies have shown that lack of access to legal representation has resulted in markedly different and detrimental outcomes as compared to renters who have legal representation. After legal representation, the next most effective range of services includes alternative dispute resolution (or mediation), knowledge and guidance in court navigation, and effective management of legal and tenant-landlord documents. In addition to housing instability, eviction also has credit impact for the tenant.

It is critical to provide those in danger of eviction with counseling to make informed decisions. This includes access whenever possible access to legal services. Also, appropriate training includes information about tenants' rights and obligations, the credit impact of eviction, use of payment plan agreements, understanding of court processes and procedures, and access to alternatives to court procedures. When tenancy is lost, counseling for housing alternatives is needed and a path forward to credit repair.

B11: Single-Family Residential Rehabilitation Program

The Single-Family Residential Rehabilitation Program (SFRRP) administers grants to District homeowners for roof repairs and for modifications to eliminate barriers to accessibility for persons with mobility or other physical impairments. Projects approved for SFRRP require a covenant on the property to protect the District's funding of the project.
DHCD seeks one or more organizations which will provide application intake services to SFRRP applicants throughout the grant process.

> **Mandatory Counselor Intake Training:** Grantees for this line of service are required to attend training with the SFRRP team in September to be introduced to updated aspects of the SFRRP for FY25. It is critical that the grantee have a solid understanding of the updated program and the requirements for applications. Therefore, the September training is mandatory for SFRRP intake counselors.
>
> **Application Period:** Applications for SFRRP will only be taken between October 1, 2024, and December 31, 2024. To be considered applications during this period must be complete. Lack of required documentation or information will not "hold a place" in the program if not provided before the December 31, 2024. The Department at its sole discretion reserves the right to close the program prior to the deadline if funding is depleted or no longer available.

Information Session for Applicants: The Department will provide Grantees with a PowerPoint presentation outlining the program and its requirements. Intake counselors are required to use this presentation with all potential applicants either in a group sessions (such as an Orientation) or in a one-on-one session with the potential applicant.

Grantee's and Counselor's Responsibilities: (1) use the Department PowerPoint presentation to present the program to potential applicants, answering questions from residents interested in the program; (2) complete the application document and collection of **all required** supporting documentation *(incomplete applications will not be accepted)*; (3) post-application and post-grant support; and (4) providing performance and reporting data as required.

45 Day Period: It is critical that no application be uploaded in the SFRRP portal unless it is complete with all required documents and intake form completed. If an incomplete application is uploaded in the portal, the SFRRP staff will notify the counselor and the applicant that the application cannot be accepted. The notification state that what is complete and state the **applicant has 45 days** to provide the requested information including documents. After 45 days if the application remains incomplete, the application will be closed as incomplete for funding.

Application Portal: Counselors will need to provide their name and contact information (e.g. email) when uploading in case SFRRP program staff need to follow up.

Legal Citations Governing Program Area for Category B:

Applicants to provide any service in Category B should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

- Lead Safe Washington 24 CFR, Part 35, 24 CFR, Part 85.37, Section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992
- Single Family Rehabilitation 14 DCMR, Chapter 28 First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
- Saving DC Homes from Foreclosure Emergency Amendment Act of 2010 (DC Act 18-635; 57 DCR 12404)

B12: Legal Services for Homeowners and/or Coop & Condo Associations

The Department seeks organizations to provide legal services to provide one or both of the services noted below. Grantees will conduct outreach to low- and moderate-income populations in need of these services.

- Legal Services to Seniors
  Seniors who are homeowners can be assisted by the Applicant to have legal services to assist Seniors to avoid housing instability or the loss of ownership of their home. In addition to their own attorney staff, Applicants may seek *pro bono* services from other members of the Bar.

- Legal Services to Coop-Condo Associations
  Legal services may be provided to Cooperatives and/or Condominiums ("Associations") to ensure housing stability. If Associations have problems in areas of legal entity status, required legal or financial filings, compliance issues, risk management concerns, board and member training, best legal practices, and collection of association fees (to name of few), such issues may threaten the member's housing stability, and the owners' (or members') investment in their properties. Selected applicants will provide legal services to Associations in low- and moderate-income census blocks to mitigate these concerns, to preserve housing stability of owners and to ensure well-functioning Associations and Boards.

B13: Technical Assistance for Coop and Condo Associations

The Department seeks one or more organizations to provide technical assistance to Associations. The situation many Associations may face is a need for training in best practices of Association management. Training in best practices and frequently encountered problem situations may be offered by the grantee not only to the Association Board but also to the owners in the Association. Association boards and their member owners frequently face issues of association fees not being paid, lack of income to fund reserves, special projects that would require a special assessment, and decisions of taking court action or being the defendant in a court action. These are just a few of the legal issues which may arise for the Association, in addition to the more routine matters of by-laws and required legal documents for the operation of the Association.

B14: Technical Assistance for Landlords of Small Rental Properties

Landlords of small rental properties face enormous challenges. They frequently lack the staff and the resources of large multi-family properties to deal with the many details of operations and asset management. Small unit properties cannot readily absorb mistakes or challenges.

In a ten-unit property, one vacancy is a 10% vacancy rate, while one unit in a 100-unit property is 1% vacancy rate. Yet, small unit properties are often the affordable renter properties. To preserve this housing stock as an affordable option, DHCD seeks grantees to provide Technical Support to Owners of Small Unit Properties (of 30 units or less).

Services can be provided through group training as well as through one-on-one counseling. Like many small business owners, owners can often benefit from a better understanding of accounting practices and financial statements (balance sheet, income statement, cash flow report). Knowledge of financing options is another common to many business owners. Topics such as these are particularly suitable to the needs of owners.

1. **Property Management Software**: Landlords often need help selecting and implementing property management software to track rent payments, maintenance requests, tenant information, and other critical operational data.

2. **Legal Compliance**: Guidance on navigating complex local, state, and federal housing laws and regulations related to fair housing, security deposits, evictions, and other landlord-tenant issues.

3. **Financial Management**: Guidance with accounting, tax preparation, and financial planning specific to rental property ownership and operations.

4. **Maintenance and Repairs**: Access to vetted contractors, tradespeople, and service providers to handle property maintenance, repairs, and upgrades in a timely and cost-effective manner.

5. **Tenant Screening and Selection**: Guidance and best practices with tenant screening processes, background checks, and selecting responsible renters to minimize vacancies and evictions.

6. **Marketing and Leasing**: Help with listing vacant units, advertising, showing properties, and executing leases to keep units occupied.

7. **Emergency Response**: Guidance on developing emergency plans and protocols to address unexpected events like natural disasters, property damage, or tenant issues.

8. **Asset Management Issues**: The ratios and metrics of asset management for multi-family properties provide a helpful guide to best practices. For example: Many landlords are unaware of the effect that certain metrics have in their properties. Slow "Make-Ready" times, refers to the length of time it takes to prepare an apartment to be shown to prospective tenants. Similarly, "turn time" refers to the times it takes to find a renter and receive the first month's rent. Slow turn times are also a drain on resources. When there are slow "make ready" and slow "turn times" the combined effect can be detrimental for the property's future. High turn-over rates among renters is another draw on the income. Other issues and topics include: What to do when you have a tenant who is not paying rent? What are the alternatives to eviction? How do the Court work? Are there pre-eviction resources? What legal services are available to the owner?

CATEGORY C: TENANTS AND TENANT GROUPS: SERVICES RELATIVE TO Tenants Opportunity to Purchase Act, Rental Conversion and Sale Division, and Rental Accommodations Division

The DC Tenants Opportunity to Purchase Act (TOPA) seeks to protect tenants and tenant groups from displacement due to sale of the property. The law allows tenants to purchase their apartment building. Tenants have the choice of maintaining the apartments for rent or converting to cooperatives or condominiums. DHCD seeks to preserve affordable housing in the District and limit displacement of low- and moderate-income households. For groups that choose coop or condo conversion, this provides a path to homeownership.

DHCD provides both financial assistance and technical assistance, as well as specialized organizational and development services, for tenant groups who are pursuing the purchase of their apartment buildings. Through DHCD's Development Finance Division, organized tenant associations may be provided with seed money, earnest money deposits, and acquisition and/or rehabilitation assistance. After acquisition and rehabilitation, DHCD also provides ongoing Board training and property management support to the newly formed cooperative or condominium Boards.

C15: TOPA: Pre-purchase Training

DHCD seeks one or more organizations which will provide pre-acquisition organizational and developmental counseling and training to tenant groups or tenant associations in support of their intent to purchase their building. These tenant groups must be preliminarily qualified as eligible for DHCD's Tenant Purchase Technical Assistance program. Grantees must provide the following services to tenant groups:

a) establishment of a tenant association.
b) selection and appropriate training of Board members.
c) training of captains (court, building and floor).
d) training in roles and functions of committee members; (5) training tenant groups in detail about the building purchase process.
e) training tenant associations in property management techniques.
f) provide training to the tenant association on each type of ownership; and conducting surveys of tenant associations to determine the appropriate form of ownership for their building (cooperative or condominium).

It is critical that Grantees in this service maintain an outreach to educate and inform low- and moderate-income tenants about their rights and opportunities provided by TOPA. Grantees are encouraged to make this a central aspects of their marketing plan, and to create

opportunities as well as avail themselves of opportunities to participate in educational outlets to reach tenants. Collaboration with other Grantees in this or similar service lines is encouraged. Grantees should participate in DHCD when and as those opportunities for outreach are available.

While training the tenant association, the grantee must be able to prepare and submit appropriate documentation required in the purchase process, including but not limited to tenant profiles and feasibility analyses, response to Notice of Sale of Building, preliminary development, acquisition, and rehabilitation plans, and operational plans.

The grantees must have skill and experience in negotiating the lease or purchase of the building. In addition, grantees must assist tenant groups in procurement related to the development, purchase, and rehabilitation process, including but not limited to attorneys, architects, engineers, financial and developmental consultants, private developers, appraisers, and property managers.

C16: TOPA: Post-Purchase Training

DHCD seeks one or more organizations which will provide ongoing post-acquisition counseling services which include property management and Board training for properties which have been purchased and/or rehabilitated with financial assistance from the DHCD Development Finance Division's First Right Purchase program. Generally, these are multi-family properties that have been purchased through limited equity cooperative agreements or condominium purchases. Therefore, non-profit Board training and development skill and/or experience, as well as multi-family property management skills are critical to providing effective counseling services. Services to be provided under this activity may include, but are not limited to:

a) establishing standards of evaluation for each participant's financial status and leadership capacity.
b) conducting annual management reviews of all Boards, oversee election and
c) training of new Board members.
d) assisting in the establishment of appropriate arrangements with required service providers such as exterminators, garbage collectors, landscapers, etc.
e) assisting in capital management planning and a stabilization plan for rehabilitation and/or refinancing.
f) tracking property vacancies and reviewing new applications for membership.
g) establishing and reviewing membership guidelines.
h) technical assistance in accounting, budgeting, and the preparation of financial statements for long-term financial viability.
i) providing Board of Directors with training as appropriate; and

j) other required management and support duties. Grantees will assist the condominium or cooperative in developing a budget for the overall management and carrying costs of the property.

Grantees will assist the Board and membership in all aspects of management, such as completion of the audit, Fair Housing issues, required individual, property, and Board insurance, taxes, the role of Board officers, evaluation of monthly financial performance, training on lender compliance, i.e. loan payments, income requirements. DHCD will likely negotiate assignment of specific properties to grantees for this service.

Legal Citations Governing Program Area in Category C:

Applicants to provide any service in Category C should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
Tenant Purchase Technical Assistance Program DC Code 42-3404.02
Rental Housing Conversion and Sale Act of 1980, as amended (DC Code 42-3401.01 et. seq.) (Also known as the Tenant Opportunity to Purchase Act or "TOPA")

C17: Services for Tenants and Tenant Organizations
(in partnership with Housing Regulation Administration, Rental Accommodation Division, Rental Conversion and Sale Division).

Activities under this service will supplement and enhance the services provided by DHCD's Housing Regulation Administration (HRA), which includes the Rental Accommodations Division (RAD) and the Rental Conversion and Sale Division (CASD).

RAD administers the Rental Housing Act of 1985 (D.C. Official Code § 42-3501.01 et seq.) which regulates residential rental housing registration and the rent stabilization program (commonly known as rent control). RAD oversees rent adjustment procedures, processes notices to vacate, reviews tenant petitions prior to adjudication by the Office of Administrative Hearings and adjudicates most types of landlord petitions. RAD also proposes rules and regulations for administration of the Rental Housing Act for review and publication by the Rental Housing Commission.

CASD administers the Rental Housing Conversion and Sale Act of 1980 (D.C. Official Code § 42- 3401.01 et seq.) which regulates the sale or transfer of ownership interests under the

Tenant Opportunity to Purchase Act of 1980 (TOPA) (D.C. Official Code § 42-3401.01 et seq.), the conversion of use of rental housing to condominium or cooperative ownership and residential condominium formation and registration under the Condominium Act of 1976 (D.C. Official Code § 42-1901.01 et seq.). Further, CASD administers a Housing Assistance Payment program (HAP), under which tenants may be eligible for rent assistance if they are displaced due to the conversion of use of their apartment building to condominium or cooperative ownership.

CASD also proposes rules and regulations for administration of the Rental Housing Conversion and Sale Act of 1980.

DHCD seeks one or more organizations which will support RAD and CASD operations by providing counseling and tenant education services to tenants and tenant groups. Grantees must provide counseling and training assistance to tenants and tenant organizations regarding the District's rental housing laws and tenant and landlord rights and responsibilities.

For CASD, grantee organizations must provide counseling and training concerning: (1) tenants' TOPA rights when a landlord intends to sell, demolish, or discontinue rental housing use; (2) transfers of rental housing ownership or economic interests; (3) assisting tenants or tenant organizations in exercising their right to purchase; (4) informing tenants or tenant organizations relating to partner-investors and assigning TOPA rights; (5) conversion of use from rental housing to condominium or cooperative ownership by tenant elections, or conversion in lieu of tenant elections; (6) the Housing Assistance Payment program and relocation assistance; (7) tenant organization formation, incorporation, and registration; (8) protections for elderly or disabled tenants; (9) coercive or retaliatory activities; (10) tenant rights when rental housing is in foreclosure; (11) notices of intent to convert use from rental housing to condominium or cooperative ownership; and (12) relocation counseling for displaced tenants.

For RAD, service providers must demonstrate the ability to counsel and train tenants and tenant organizations on rent control provisions including properties that are regulated by or exempted/excluded from rent stabilization under the Rental Housing Act:

1) petition- based and annual rent increases.
2) executing and filing tenant petitions.
3) responding to landlord petitions.
4) protections for elderly and disabled tenants.
5) RAD's conciliation services.
6) notices to vacate and eviction procedures.
7) disclosures to tenants.
8) changes and decreases in services and facilities.

9) learning about and securing enforcement of housing condition regulations.
10) security deposits.
11) understanding lease provisions.
12) rent increases if a property is not under rent control.
13) appealing decisions of the Rent Administrator or the Office of Administrative Hearings; and
14) relocation counseling for displaced tenants. Note: Advocacy on behalf of tenant groups, or tenant rights assignees— including, but not limited to, legal advice or advocacy on tenants or tenant organizations' behalf in negotiations with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators, and not as advocacy groups. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns, or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a grantee is to ensure that tenants understand all available options.

Direct Counseling to Tenants and Tenant Groups: tenant counseling services will be designed to educate tenants in privately-owned properties about their legal rights and opportunities. This service is to be provided to tenants and tenant groups which are not subject to foreclosure and have not selected to exercise their Opportunity to Purchase Rights and/or Right of First Refusal under TOPA. It also includes providing other services and tenant education, which may not fall into the categories of services outlined above, such as eviction counseling, relocation counseling, apartment search, or apartment management.

DHCD seeks one or more organizations with the capacity to bring a range of resources to prevent involuntary displacement and to provide opportunities for continued affordable rental housing. Grantees must provide counseling services to tenants and tenant groups which include, but are not limited to: (1) outreach to tenant groups upon notice of one-year potential for subsidy expiration; (2) technical assistance in negotiations between owners and HUD relative to the renewal of federal subsidy contracts; (3) counseling for tenants in buildings where the subsidy will be lost and the tenant(s) must move; (4) counseling for tenants who are behind in their rent on best-action options; and (5) appropriately referring tenants who are in landlord/tenant disputes to all available resources. Grantees must also conduct research using the many databases and research tools available to identify properties that have a critical need for counseling assistance, including but not limited to DCHousingsearch.org. Note: Advocacy on behalf of tenant groups or tenants' rights assignee –including, but not limited to, legal advice or advocacy on tenants or tenant organizations behalf in negotiations

with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators and not as tenant advocates. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a prospective grantee is to ensure that tenants understand all available options.

Additional Legal Citations Governing Programs in Category C.

Applicants to provide any service in this Category and should review in detail the legal citations governing DHCD's rental accommodation functions:
(1) the Rental Housing Act of 1985, D.C. Official Code § 42-3501 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapters 38-44.
(2) the Rental Housing Conversion and Sale Act of 1980, D.C. Official Code § 42-3401 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapter 47.
(3) the Condominium Act of 1976, D.C.

Official Code § 42-1901 et seq.; (4) D.C. Official Code § 42-1901 et seq.; (5) the First Right to Purchase Program, title 14 of the District of Columbia Municipal Regulation, chapter 2700; and (6) Housing Conditions, Title 14 of the District of Columbia Municipal Regulations, Chapters 1-15. Submission of an application relevant to these services presumes that the applicant intends to meet all requirements to provide counseling to tenants and tenant groups pursuant to these above referenced citations.

3.3 Geographic Distribution of Services

The Department's decision to select one or more grantees to provide services will be influenced by the potential geographical distribution of service among the qualified applications received. Applicants can designate their proposed service areas in the District based on their by-laws, Board policies, etc. However, the Department reserves the right to designate any service areas it deems appropriate or necessary in making awards and negotiating grant terms. In reviewing the applicant pool, the Department's priority will be to ensure that excellent affordable housing counseling and training services are provided to all low- and moderate-income citizens of the District of Columbia. The Department will seek to bring parity in the quality of all housing services provided for all areas of the District through the award and ongoing management of these grants.

3.4 Marketing and Outreach

Marketing Plan to be submitted: Marketing and outreach are critical aspects of the grant's work. Grantees' efforts ensure these programs and services' success and desired impact. No Grantee or service is exempt from this requirement. Applicants must submit a detailed marketing and outreach plan for the services they are applying for. The plan should be detailed and not assume an understanding that has not been stated. Marketing should be included in the proposed budget and work plan.

DHCD will review and approve the marketing plan. In accordance with agency policy, marketing activities should highlight partnerships with and funding by DHCD.

Aspects of Marketing and Outreach to be considered:

- Continuous and consistent marketing and outreach are essential to achieving these services' objectives and maximizing public awareness of DHCD housing programs.
- Because of DHCD's diverse target population, grantees must utilize various marketing tools.
- Grantees are responsible for distributing DHCD program materials at community forums, public events, homeownership meetings, and fairs. Marketing and outreach may include but are not limited to, websites, email blasts, blogs, listservs, Twitter, Facebook, YouTube, Hope Hotline, flyers, door-to-door visits, community meetings, use of cable television (Channel 16), and public service announcements.

Coordinated with the Department: The grantee's marketing and outreach must be coordinated with DHCD. Grantees are expected to continually assess the success and impact of their marketing efforts to identify the most effective and efficient ways of reaching low– and moderate-income populations.

Participation in Department Marketing Activities: As required by DHCD, Grantees must participate in public activities and events related to housing opportunities. These may include but are not limited to tabling at events, participating in panel discussions, and providing speakers to groups, agencies, or organizations that request them.

DHCD Acknowledgement: Grantees must always acknowledge such housing assistance activities as Department of Housing and Community Development programs in any distributed print or electronic materials. DHCD must approve all such materials before distribution.

Use of DHCD Logo: All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or entirely, by the Department.

1. The written or printed materials must include the authorized DHCD logo.
2. Written or printed materials include, but are not limited to, newspaper, radio, and television announcements or advertisements. Websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.

4. The grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to the Grantee.
5. The grantee must provide copies of all marketing materials, brochures, flyers, and other materials that publicize grant-funded activities to the Grantor via email at dhcd.occo@dc.gov
6. The grantee shall publicize as appropriate to its constituency through social media, print, and online postings, DHCD communications, and events related to Grant-supported activities.

Diversity and Language Access in Marketing: Grantees must demonstrate the capability to effectively serve and communicate with the District's various non-English speaking and special needs populations. This means that marketing and outreach materials must be made available in multiple languages and media based on the needs of those populations. The grantee must demonstrate its intent and capability to comply with the District's Language Access Law. In addition, grantees must demonstrate the availability of appropriate staffing to ensure compliance with the District's Language Access Law.

3.5 Focus Areas and Neighborhood Revitalization Strategy Areas (NRSA)

DHCD has identified specific areas of the District as "Focus Areas." These Areas represent areas where the District has invested in funding to create and preserve affordable housing. Focus Areas follow main routes through the District and their associated neighborhoods. In many cases, business owners are centered on these major routes, while resident services will be seen as more appropriate for those in the communities. Applicants must ensure services are delivered to low- and moderate-income households or areas as part of their program (Housing Services, Small Business Technical Assistance, Façade Improvement). This is a CDBG requirement.

- For Housing Counseling applicants, these Focus Areas should be used to plan outreach activities to inform residents of their services.
- For SBTA and Façade grantees, the Focus Areas define the geographical areas of the District in which they will provide services. In this latter case, the Focus Areas define not only their outreach area but also their service area.

NRSAs Targeting East of the River

The Department obtained the HUD designation for the Neighborhood Revitalization Strategy Area (NRSA) for the Focus Areas in Wards 7 and 8. DHCD has designated areas of Historic Anacostia in the city's Southeast and Far Northeast communities as Neighborhood Revitalization Strategy Areas (NRSAs). This designation will allow the city to target Community Development Block Grant (CDBG) funding that supports economic and community revitalization efforts. These include Martin Luther King Jr Avenue, Marion Barry Avenue, Minnesota Avenue, and Benning Road. However, all areas of Ward 7 and Ward 8 remain the focus of the grantee's work and outreach.

For communities outside of the NRSA areas, DHCD has designated Focus Areas throughout the District. Applicants are encouraged to partner with other community-based organizations. This collaboration can include cross-disciplinary collaboration. For example, a Façade grantee may partner with an SBTA grantee to provide business owners various services encompassing both disciplines. Housing service grantees may partner to promote or provide services one grantee offers, but another may not. The key to collaboration is an outlook of being partners, not competitors.

The following is a list of the Focus Areas and some of their associated neighborhoods. The outreach plans can include other nearby neighborhoods, mindful of the low-income requirements. Each applicant is asked to select one or more Focus Areas for their application. Please note that this is a minimum, and applicants may choose more than three. Applicants will be asked to provide reporting on outreach activities.

The following is a list of the Focus Areas outreach plans, mindful of the low and income requirements.

Focus Areas/Neighborhoods

- **16th St NW Corridor** near the intersection with Havard St NW (Columbia Heights) in Ward 1
- **Georgia Ave and New Hampshire Ave NW Corridor** (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- **Rhode Island Ave and South Dakota Ave NE Corridor** (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 4 and Ward 5
- **M Street and South Capitol Streets SW Corridor** (Greenleaf and Waterfront) in Ward 6
- **Benning Road and Florida Ave NE Corridor** (NoMa/Ivy City/Trinidad) in Ward 5 and Ward 6
- **Minnesota Ave and Benning Rd NE Corridor** (Benning, Greenway) in Ward 7
- **Pennsylvania Ave and Minnesota Aves SE Corridor** (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- **East Capitol and Benning Rd Corridor** (Capitol View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- **Marion Barry Ave and Martin Luther King Aves SE Corridor** (Historic Anacostia, Fairlawn, Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- **Marion Barry Ave and Alabama Aves Corridor** (Skyland, Woodland, Garfield Heights) in Ward 8
- **Martin Luther King Ave and Alabama Ave Corridor** (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- **South Capital St and Chesapeake St SE Corridor** (Bellevue, Washington Highlands) in Ward 8

FY26 Housing Counseling Services Workplan

Organization Name:	Greater Washington Urban Le	Performance Period: 2/1/2025 to 08/30/2025	
Grant Number:	2025-03		

NSA Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	NRSA Word 7 & 8 All Services	Total
A1	HUD Housing Counseling		Number of first Time Homebuyers Purchasing Homes	Public Service or NRSA	$64,033.29	$0.00	$20,386.80	$84,420.08
A1			Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		80	Number of 1:1 Counseling Sessions (Budget & Credit)					
A1			Number of unduplicated households					
A1		60	Number of 1:1 Homebuyer Counseling Sessions					
A1			Number of unduplicated households					
A2	8-Hour Homebuyer Class		Number of 8-hour Homebuyer Education Classes	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
A2			Number of Attendees of 8-hour Homebuyer Classes					
A2			Number of DHCD Certificates issued					
A3	HPAP HAMP/NEAHPI		Number of HPAP Pre Purchase Orientations conducted	Non-Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
A3	(NPS ONLY)		Number of Attendees at HPAP Orientations					
A3			Number of Files submitted to HPAP Administrators					
A3			Number of 1:1 HPAP Counseling Sessions					
A3			Number of unduplicated households					
A4	IZ/ADU Orientations	16	Number of IZ Orientations Conducted	Public Service or NRSA	$30,237.90	$0.00	$9,627.19	$39,865.09
A4		2000	Number of Attendees at IZ Orientations					
A4		2000	Number of DHCD Certificates issued					
A5	IZ/ADU Income Certifications		Number of IZ/ADU Income Certifications completed	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
A6	PADD		Number of PADD group training/coaching	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
A6			Number of Attendees at PADD group training					
A6			Number of 1:1 PADD sessions (if applicable)					
A6			Number of unduplicated households receiving 1:1 PADD sessions					
A6			Number of PADD income Certifications					
A7	General Housing Services & Information (Group Training)		Number of Financial Literacy Trainings (including but not limited to credit & budgeting)	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
A7			Number of Attendees at Financial Literacy Trainings					
A7			Number of Homebuyer Clubs Meetings					
A7			Total of Attendees at Homebuyer Club Meetings					
A7			Number of group trainings or workshops not reported in other categories					
A7			Number of Attendees at group trainings or workshops not reported in other categories					
B10	Eviction Counseling		Number of Eviction workshops	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
B10			Number of Attendees at Eviction workshops					
B10			1:1 Eviction Counseling					
B10			Unduplicated households 1:1 Eviction Counseling					
B10			Number referred to Attorney(s) for Legal Services					
B10			Number of 1:1 Attorney Consultations (Law Firm Subrecipients Only)					
B10			Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecipients Only)					
B10			Number Evictions Prevented					
B13	SFRR	2	Number of SFRR Orientations conducted (required)	Public Service or NRSA	$85,574.00	$0.00	$11,326.00	$48,900.00
B13		30	Number of 1:1 intake sessions					
B13			Number of unduplicated households					
B13		30	Number of complete applications submitted in SFRR Portal					
B12	Legal Services for Seniors, Coops and Condos		Senior households receiving legal services	Public Service or NRSA				$0.00
B12	(Law Firm Subrecipients Only)		Coop Associations receiving legal services					
B12			Condo Associations receiving legal services					
B12			Number of Pro Bono Legal Services Recruited and Retained					
B12			Number of Trainings for Law Firms (Trainings)					
B12			Number of Attendees at trainings for Law Firms (Attendees)					
B12			Number of new partnerships initiated					
B12			Total Number of Trainings to and work with Pro Bono Providers					
B12			Number of outreach presentations conducted					
B12			Number of outreach activities conducted					
B12			Number of Senior Households that received Legal Counsel or Consultation					
B12			Number of Senior households that received Legal Representation					
B12			# of clients helped with Schedule H					
B12			# of clients helped with life planning docs					
B12			# pro bono attorneys engaged in housing-related matters					
B12			# veterans receiving legal counsel/advice					
B13	Technical Assistance for Co-Ops and Condo Associations		Number of Co-Op Associations receiving Technical Assistance	Public Service or NRSA				$0.00
B13	Coops		Number of Action Plans written for Co-Op Associations					
B13	Coops		Number of Successful Outcomes for Co-Op Associations					
B13	Coops		Number of Asset Management Improvement Services Provided for Co-Op					
B13	Coops		Number of Asset Management Tactical Support Services Provided to Co-Op					
B13	Coops		Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops		Number of Legal Assistance Services provided to Distressed Co-Op Associations					
B13	Coops		Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops		Number of Organization Sustainability Tactical Support Services Provided to Co-Ops					
B13	Coops		Number of Ownership Educational Sessions provided to different ownership models including shared equity					
B13	Coops		Number of Relocation Plans completed and accepted for Co-Ops					
B13	Coops		Numbers of Trainings on Board Operations Governance & Management to Co-ops					
B13	Coops		Members of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management					
B13	Coops		Number of written Asset Management & Sustainability Plans for Co-Ops					
B13	Condos		Number of Condo Associations receiving Technical Assistance					
B13	Condos		Number of Action Plans written for Condo Associations					
B13	Condos		Number of Successful Outcomes for Condo Associations					
B13	Condos		Number of Asset Management Improvement Services Provided for Condo					
B13	Condos		Number of Annual Survey of Clients (Interactive) to gauge success and appropriate methodologies completed for Condo					
B13	Condos		Number of Asset Management Tactical Support Services Provided to Condo					
B13	Condos		Number of Legal Assistance Services provided to Distressed Condo Associations					
B13	Condos		Number of Consultative Services Provided to Condo Associations and Clients					
B13	Condos		Number of Organization Sustainability Tactical Support Services Provided to Condo Associations					
B13	Condos		Number of Relocation Plans completed and accepted for Condo Associations					
B13	Condos		Numbers of Trainings on Board Operations Governance & Management to condo associations					
B13	Condos		Number of written Asset Management & Sustainability Plans for Condo Associations					
B13	Coops and Condos		Number of Annual Survey of Clients (Interactive) to gauge success and appropriate methodologies completed					
B13	Coops and Condos		Number of Associations (Coops and Condos) referred to private/ nonprofit Law Firm					
B13	Coops and Condos		Number of Trainings on Development including Relocation and Construction Management					
B14	Technical Assistance for Small Apartment Owners (25 units and less)		Number of Inquiries Received	Public Service or NRSA				$0.00
B14			Number of Owners/Managers receiving Services					
B14			Number of Action Plans Written					
B14			Number of Action Plans Implemented/Completed					
B14			Number of Owners/Managers needing Asset Management Guidance					
B8	General Home Maintenance (Post Purchase Non-Delinquent)		Number of Homeownership Preservation Workshops	Public Service or NRSA				$0.00
B8			Number of Attendees at Homeownership Preservation Workshops					
B8			Number of Post-Purchase Workshops (not including Homeownership Preservation)					
B8			Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)					
B8			Number of 1:1 Post-Purchase Counseling Sessions					
B8			Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions					
B9	Foreclosure Counseling		Number of Foreclosure Workshops	Public Service or NRSA	$33,795.30	$0.00	$10,738.70	$44,535.00
B9			Number of Attendees at Foreclosure Workshops					
B9		50	Number of 1:1 Foreclosure Counseling Sessions					
B9			Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions					
B9			Number of 1:1 Attorney Consultations (Law Firm Subrecipients Only)					
B9			Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecipients Only)					
B9			Number referred to Attorney(s) for Legal Services					
B9			Number of Foreclosures Prevented					
C15	TOPA Pre-Purchase Counseling & Training		Number of TOPA Meetings with Tenant Association					

C15			Number of Attendees at TOPA Meetings	Public Service or NRSA				$0.00
C15			Number of TOPA Training Workshops to Tenants					
C15			Number of Attendees at TOPA Training Workshops					
C16	TOPA Post Purchase Counseling & Training		Number of TOPA Post Purchase Training Workshops	Public Service or NRSA				$0.00
C16			Number of Attendees at TOPA Post Purchase Workshops					
C16			Number of unduplicated households					
C16			Number of one on one counseling sessions					
C16			Number of group training/coaching					
C17	Tenant Counseling for HHA - Rental Accommodation Division		Number of unduplicated households	Public Service or NRSA	$12,329.60	$0.00	$3,930.40	$16,260.00
C17		20	Number of one on one counseling sessions					
C17		4	Number of group training/coaching					
C17		15	Number of Attendees at group training/coaching					
Marketing	MARKETING AND OUTREACH	3	Housing Fairs	Public Service or NRSA	$1,900.00	$0.00	$600.00	$2,500.00
Marketing		4	Other Tabling Events					
Marketing			Flyers Distributed					
Marketing			Social Media Posts (Facebook, LinkedIn, Instagram)					
Marketing			Mailings					
Marketing			Paid Advertising (display ads in print)					
Marketing			Other					
Marketing			Other					
	TOTALS	4312			$177,870.00	$0.00	$60,630.00	$254,500.00
					$177,870.00		$60,630.00	
					$0.70		$0.24	
					$0.00		$0.00	

Exhibit B Budget

- Schedules A (3-1) and A (3-2) for the First Performance Period

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 12/09/2024

ORGANIZATION NAME:	Greater Washington Urban League, Inc
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 to 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Number of Hours	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
Personnel Subtotals						$138,637.75

Fringe Benefits (Max 20%)	$27,727.55
Total NBAP Grant Personnel Costs	$166,365.30

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

Rev. 12/09/2024

ORGANIZATION NAME:	Greater Washington Urban League, Inc
PERIOD OF PERFORMANCE:	2/1/2025-9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	
WARD (if applicable):	
TYPE OF ACTIVITY:	

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$166,365.30	$0.00	$166,365.30
Credit Report	$1,200.00	$0.00	$1,200.00
Space	$19,000.00	$0.00	$19,000.00
Audit Fees	$2,500.00	$0.00	$2,500.00
Telephone	$3,600.00	$0.00	$3,600.00
Consumables Supplies	$500.00	$0.00	$500.00
Marketing & Outreach	$2,500.00	$0.00	$2,500.00
Training	$3,500.00	$0.00	$3,500.00
IT Services & Support	$3,163.74	$0.00	$3,163.74
Membership Dues	$0.00	$0.00	$0.00
Printing & Publication	$1,584.00	$0.00	$1,584.00
			$0.00
Total Direct Cost	$203,913.04	$0.00	$203,913.04
Total Indirect Costs (De Minimis Cost Rate 15%)	$30,586.96		$0.00
Total Costs	$234,500.00	$0.00	$203,913.04

Exhibit C Required Reporting

- Monthly Performance Report
- Monthly Report of Group Trainings
- Monthly Report on Outreach and Marketing Activities
- Monthly Reporting of Special Activities
- Monthly Reporting of changes in personnel relative to grant work and payroll
- Quarterly Beneficiary Data
- Quarterly Language Access Report
- Quarterly Data Report

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DC Department of Housing and Community Development

Deadline 00/00/0000

FY25 RFA: Housing Services

SHOW PROGRAM OVERVIEW SHOW PROGRAM REQUIREMENTS

SHOW RFA SECTION 3.2 - HOUSING SERVICES: DESCRIPTION OF HOUSING PROGRAMS AND SERVICES SHOW LIBRARY

HIDE ZOOMGRANTS HELP SHOW ANNOUNCEMENTS 1

ZoomGrants Help [hide this]

Creating a New Application to Submit
The 'Saving' screen is still flashing...now what?
Missed Deadline FAQs
Invite Collaborators to Work on Application

Applicant View

Application Status: Not Submitted

Basic Information | Part I and II-Application Narrative Questions | Budget | Organizational and Financial Capacity | Required Attachments | Activity Log

Report: **OVERDUE** | Report Totals

Ask a Report Question

(answers are saved automatically when you move to another field)

Instructions Show/Hide

As in the past, Performance Reporting is divided into three sections:

- **Workplan Metrics** (numbers only),
- **Accomplishment Narrative** (Text Boxes), and
- **Various uploads** (spreadsheets usually).

This data is extremely important. Reports can affect performance goals and funding. Your reports are used to report to the City Administrator, the Mayor (including DMPED) and to the District Council and its Committee on Housing. Where uploads are required, **use excel files or Word files.** This will allow your information to be uploaded into the database and reported to District leaders.

For **Workplan Metrics**, use only numbers or leave it blank. **Letters such as N/A are to be avoided.** This will make your report impossible to be uploaded in the DHCD database and will require your corrections. Only numbers zero (0) and above can be used. If a metric is left blank, it will be treated as a zero.

In the **Accomplishment Narrative**, text boxes are provided to provide statements of activities or the information requested. In the first Report, please answer Question 22 (Points of Contact) with all points of contact for the areas mentioned. Thereafter in subsequent months, if there are no changes, it is okay to say, "No Changes". The same is true for Question 21 (staffing). Please answer Question 23 (Success Stories), Question 24 (Good News), Question 25 (Other DC agencies and initiatives). Question 26 is important. Remember the RFA asked applicants to align outreach to the Focus Areas mentioned on pages 33 and 34 of the RFA. Mentioning specific Focus Areas in the narrative for Q26 is helpful.

The **Document Upload** section is where excel spreadsheets (usually, sometimes Word Documents) are uploaded. **PDFs cannot be uploaded into database.** [The District of Columbia is fortunate to have many DC Based Programs such as HPAP, IZ/ADU, PADD, SFRRP, TOPA, HRA/RAD related activities, as well as direct services to tenants and tenant groups, and services to Condo/Coop Associations. DHCD staff need monthly reporting in order to better do their work and respond to the needs of DC citizens. These reports are shared directly with the appropriate program manager.]

There three areas of your activities will be reported on a monthly basis to help us meet our HUD and DC Government requirements and the needs of DC residents.

Reporting for Fiscal Year 2025 will begin with Report # 1. The end of Government's fiscal year (9/30/2025) will conclude with Report # 10 and the close-out of FY25 Purchase Orders. The complete schedule is below for the monthly report.

Other Reporting: Beneficiary Data and Language Access

Other reports are also required. These include **Beneficiary Report** and **Language Access Report.** These two reports are required on a quarterly basis. These reports will not be answered within ZoomGrants. The Office of Program Monitoring will provide the spreadsheets to use for these quarterly reports. Please see your Grant Agreement for additional information about the monthly and quarterly reports. Please note, the Beneficiary Report corresponds to the sources and uses of your Grant Agreement. A separate Beneficiary Report is needed for each type of funding awarded: Public Service (PS), Non-Public Service (NPS) and NRSA Wards 7 & 8 PS and NPS.

These quarterly reports will be due:

Oct/Nov/Dec 2/24/2025

Jan/Feb/March 4/10/2025

April/May/June 7/10/2025

July/August/Sept 10/10/2025

Please note we cannot extend these deadlines since they are HUD's deadlines and not in our control. Please submit your report on schedule.

Please remember HUD views reporting and reimbursement requests as inseparable and therefore to be coordinated at the same time. Please avoid not filing on the deadline.

Monthly Reporting on Performance and Accomplishments

Report Number Period Covers Due Date

Report Number	Period Covers	Due Date	Notes
Report 1	FY25 Q1 (Oct/Nov/Dec)	03/03/2025	
Report 2	January	03/03/2025	
Report 3	February	03/10/2025	
Report 4	March	04/10/2025	
Report 5	April	05/10/2025	
Report 6	May	06/10/2025	
Report 7	June	07/10/2025	
Report 8	July	08/10/2025	
Report 9	August	09/10/2025	
Report 10	September	10/10/2025	

In ZoomGrants reporting, there are data questions. Please enter only a whole number. If a particular question doesn't apply to your statement of work and workplan, please enter zero. The narrative questions also require a response. If there is nothing to report in the narrative, please enter a statement such as "No changes" or "Not applicable".

Report 1: 3/3/2025

This report is OVERDUE. Submit Report 1

Agency

This is a branching question. The system will remove questions that do not apply to you based on your answer to Question #1.

Please disregard the number sequencing.

1. Identify Your Agency Name

This is a branching question. Only the questions that apply to your agency will appear.

- ○ CARECEN-Central American Resource Center
- ○ Centro de Apoyo Familar

- ○ Greater Washington Urban League, Inc.
- ○ Housing Counseling Services
- ○ Latino Economic Development Corporation of Washington DC
- ○ Legal Counsel for the Elderly
- ○ Lydia's House in Southeast, Inc.
- ○ Manna, Inc.
- ○ Marshall Heights Community Development Organization, Inc.
- ○ Mi Casa
- ○ Neighborhood Legal Services Program of the District of Columbia
- ○ University Legal Services

Workplan Accomplishment Metrics

2. A1: HUD Housing Counseling

Ignore the auto-total number.

Number of First Time Homebuyers Purchasing Homes

Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)

Number of 1:1 Counseling Sessions (Budget & Credit)

Number of unduplicated households

Number of 1:1 Homebuyer Counseling Sessions

Number of unduplicated households

3. A2: 8-Hour Homebuyer Class

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of 8-hour Homebuyer Educations Classes

Number of Attendees of 8-hour Homebuyer Classes

Number of DHCD Certificates issued

4. A3: HPAP (EAHP/NEAHP)

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of HPAP Pre Purchase Orientations conducted

Number of Attendees at HPAP Orientations

Number of Files submitted to HPAP Administrators

Number of 1:1 HPAP Counseling Sessions

Number of unduplicated households

5. A4: IZ/ADU Orientations

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of IZ Orientations Conducted

Number of Attendees at IZ Orientations

Number of DHCD Certificates issued

6. A5: IZ/ADU Income Certifications

Ignore the auto-total number.

Number of IZ/ADU Income Cetifications completed

7. A6: PADD

Ignore the auto-total number.

Number of PADD group training/coaching

Number of Attendees at PADD group training

Number of 1:1 PADD sessions (if applicable)

Number of unduplicated households receiving 1:1 PADD sessions

Number of PADD Income Certifications

8. A7: General Housing Services & Information (Group Training)

Ignore the auto-total number.

Number of Financial Literacy Trainings (including but not limited to credit & budgeting)

Number of Attendees at Financial Literacy Trainings

Number of Homebuyer Clubs Meetings

Total of Attendees at Homebuer Club Meetings

Number of group trainings or workshops not reported in other categories

Number of Attendes at group trainings or workshops not reported in other categories

9. B8: General Home Management (Post Purchase Non-Delinquent)
Ignore the auto-total number.

Number of Homeownership Preservation Workshops

Number of Attendees at Homeownership Preservation Workshops

Number of Post-Purchase Workshops (not including Homeownership Preservation)

Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)

Number of 1:1 Post-Purchase Counseling Sessions

Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions

10. B9: Foreclosure Counseling
Ignore the auto-total number.

Number of Foreclosure Workshops

Number of Attendees at Foreclsoure Workshops

Number of 1:1 Foreclosure Counseling Sessions

Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number of Foreclsoures Prevented

11. B10: Eviction Counseling

Ignore the auto-total number.

Number of Eviction workshops

Number of Attendees at Eviction workshops

1:1 Eviction Counseling

Unduplciated households 1:1 Eviction Counseling

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number Evictions Prevented

12. B11: SFRR

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of SFRRP Orientations conducted (required)

Number of 1:1 Intake sessions

Number of unduplicated households

Number of complete applications submitted in SFRRP Portal

13. B12: Legal Services for Seniors, Coops and Condos

Ignore the auto-total number.

Senior households receiving legal services

Coop Associations receiving legal services

Condo Associations receiving legal services

Number of Training for Law Firms

Number of Attendees at law firm training

Number of outreach activities

Number of new partnerships initiated

Number of clients helped with Schedule H

Number of clients helped with life planning docs

Number pro bono attorneys engaged in housing-related matters

Number veterans receiving legal counsel/advice

14. B13: Technical Assistance for Coop
Ignore the auto-total number.

Number of Co-Op Associations receiving Technical Assistance

Number of Action Plans written for Co-Op Associations

Number of Successful Outcomes for Co-Op Associations

Number of Asset Management Improvement Services Provided for Co-Op

Number of Asset Management Tactical Support Services Provided to Co-Op

Number of Consultative Services Provided to Co-Op Associations and Clients

Number of Legal Assistant Services provided to Distressed Co-Op Associations

Number of Organization Sustainability Tactical Support Services Provided to Co-Ops

Number of Ownership Educations Sessions provided to different ownership models including shared equity

Number of Relocation Plans completed and accepted for Co-Ops

Numbers of Trainings on Board Operations Governance & Management to Co-ops

Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management

Number of written Asset Management & Sustainability Plans for Co-Ops

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Co-Op Associations

Number of Associations (Coops) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Co-Op Associations

15. B13: Technical Assistance for Condo Associations

Ignore the auto-total number.

Number of Condo Associations receiving Technical Assistance

Number of Action Plans written for Condo Associations

Number of Successful Outcomes for Condo Associations

Number of Asset Management Improvement Services Provided for Condo

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo

Number of Asset Management Tactical Support Services Provided to Condo

Number of Legal Assistant Services provided to Distressed Condo Associations

Number of Consultative Services Provided to Condo Associations and Clients

Number of Organization Sustainability Tactical Support Services Provided to Condo Associations

Number of Relocation Plans completed and accepted for Condo Associations

Numbers of Trainings on Board Operations Governance & Management to condo associations

Number of written Asset Management & Sustainability Plans for Condo Associations

Number of Associations (Condos) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Condo Associations

16. B14: Technical Assistance for Small Apartment Owners (25 units and less)

Ignore the auto-total number.

Number of Inquiries Received

Number of Owners/Managers receiving Services

Number of Action Plans Written

Number of Action Plans Implemented/Completed

Number of Owners/Managers needing Asset Management Guidance

17. C15: TOPA Pre-Purchase Counseling & Training

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Meetings with Tenant Association

Number of Attendees at TOPA Meetings

Number of TOPA Training Workshops to Tenants

Number of Attendees at TOPA Training Workshops

18. C16: TOPA Post-Purchase Counseling & Training

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Post Purchase Training Workshops

Number of Attendees at TOPA Post Purchase Workshops

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

19. C17: Tenant Counseling for HRA - Rental Accommodation Division

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

Number of Attendees at group training/coaching

20. Marketing & Outreach

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Housing Fairs

Other Tabling Events

Flyers Distributed

Social Media Posts (Facebook, LinkedIn, Instagram)

Mailings

Paid Advertising (display ads in print)

Other

Accomplishment Narrative

21. Staffing Information: Any changes (terminations or new hires) in staff members who are on the grant? Or in the Executive Leadership or Management Team? Number of HUD Certified Counselors (expressed as FTEs) on staff at the

end of this reporting period?

Maximum characters: 1000. You have 1000 characters left.

22. Who are the current Points of Contact and email for the following: 1) Executive Leader (NOTE: Executive leader is copied on all communication): 2) Grant/Fund Development: 3) Grant/Accounting: 4) Program Managers/Directors/Supervisors:

Maximum characters: 1000. You have 1000 characters left.

23. Please provide us with client success story/stories for this quarter by program. You may provide a link to an article that has been written for other purposes (newsletter, website, or newspaper article).
Redact (use a pseudonym) for any client name or other personal identifying information if you have not received a release.

Maximum characters: 3000. You have 3000 characters left.

24. Any good news to share? Any events and activities coming up? (e.g. obtained other grant funds to leverage DHCD grant, Open Houses, Presentations, Community Events, etc.)
Upload a calendar of upcoming program events (in-person or webinars).

Maximum characters: 3000. You have 3000 characters left.

25. Describe your organization's involvement in other projects or initiatives with other District agencies.

Maximum characters: 3000. You have 3000 characters left.

26. Describe your marketing and outreach during this period. What groups or areas did you market to, numbers, and in what way did you contact them (mail, event, email, personal, media, etc.)?

Maximum characters: 3000. You have 3000 characters left.

27. Describe any specific obstacles (if any) to your organization's program or service delivery during this period?

Maximum characters: 3000. You have 3000 characters left.

Documents Requested *	Required?	Uploaded Documents *	
ALL: Procurement Report, as applicable Download template: Procurement Report			Upload
ALL: Language Access for Outreach and Group Sessions Download template: Language Access for Outreach and Group Sessions	Required		Upload
ALL: Calendar of Next Quarter (3 months) of Orientations, Trainings, Workshops & 8-Hour Classes	Required		Upload
A-2 HBE 8-Hour Class Attendance Certificates Download template: A-2 HBE 8-Hour Class Attendance Certificates			Upload
A-3 Homebuyer Assistance Program Intake Download template: A-3 Homebuyer Assistance Program Intake			Upload
A-4 IZ Orientation Attendance Certificates Download template: A-4 IZ Orientation Attendance Certificates			Upload
B-11 SFRRP Intake Download template: B-11 SFRRP Intake			Upload
C-15 and C-16 TOPA Reporting Download template: C-15 and C-16 TOPA Reporting			Upload
C-17 Training for Tenants and Tenant Organizations Download template: C-17 Training for Tenants and Tenant Organizations			Upload

** ZoomGrants™ is not responsible for the content of uploaded documents.*

CDBG PUBLIC SERVICE* HOUSING COUNSELING (HC) PROGRAM

HEAD OF HOUSEHOLD DEMOGRAPHICS

IDIS Number	
Community Based Organization (CBO)	
National Objective/Matrix Code	
Project Analyst	
Proposed HOUSEHOLDS TO Serve	
Total HOUSEHOLDS Served	
Difference Used for CAPER Analysis	

Tip #1	Avoid Duplicative Reporting
Tip #2	Complete each cell; even if N/A (Not Applicable)
Tip #3	Do not complete Grayed-Out Cells
Tip #4	Based on HEAD of HOUSEHOLD
Tip # 5	Submit Quarterly
Tip #6	Public Service - HC that cannot show proof a home was purchased.
Tip # 7	OPH - Kelly Ann Morrow, DHCD Grant Management Officer, kelly-ann.morrow@dc.gov

HEAD OF HOUSEHOLD CHARACTERISTICS

Race/Ethnicity/Household Composition	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	ALL MUST MATCH: Total All Wards	ALL MUST MATCH: Total Tenants and Owners
White	0	1		0	1																					0	0	0
Black/African American	0	0		0	0																					0	0	0
Asian	0	0		0	0																					0	0	0
Native American/Alaskan Native				0	0																					0	0	0
Native Hawaiian/Other Pacific Islander				0	0																					0	0	0
Native American/Alaskan Native & White				0	0																					0	0	0
American Indian/Alaskan Native & White				0	0																					0	0	0
Asian & White				0	0																					0	0	0
Black/African American & White				0	0																					0	0	0
Native American/Alaskan Native & Black/African American				0	0																					0	0	0
Other Multi Racial				0	0																					0	0	0
Did Not Report				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Income Data (In accordance with HUD Part 5)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	ALL MUST MATCH: Total All Wards	ALL MUST MATCH: Total Tenants and Owners
Extremely Low 0-30 %	0			0	0																					0	0	0
Low 31%-50%	0			0	0																					0	0	0
Moderate 51%-80%	0			0	0																					0	0	0
Non-Low/Moderate 81% - 110%				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Additional Data (Does not apply to Single Family Residential Rehabilitation Programs)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	ALL MUST MATCH: Total All Wards	ALL MUST MATCH: Total Tenants and Owners
With New or Continuing Access to Service or Benefit	0			0	0																					0	0	0
With Improved Access to Service or Benefit				0	0																					0	0	0
Receives a Service or Benefit that is No Longer Substandard				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Language Access

The recent Executive Order of the President makes English the Official Language of the United States.

Grantees may translate forms, document, trainings into other languages as they deem appropriate for the benefit of clients.

Grantees may also make provision for clients to have access who are English Proficient/Non-English Proficient (LEP/NEP).

The Language Access line remains available to Grantees. OPM can provide the phone number.

Grantees are encouraged to report on a quarterly basis concerning language accommodation for clients.

Tracking includes:

- Language
- Use of interpreter, bi-lingual staff person or language access telephonic line
- Used on the group basis or individual and the number of each

Exhibit D Method to determine Client Eligibility for Services

Method to determine Client Eligibility for Services:
By Household

DHCD will provide the spreadsheet to use for this Quarterly Report

If a grantee has two or three sources/uses of grant funds, a separate report is needed for each.

Sources/Uses includes

1. Public Services (PS),
2. Non-Public Services (NPS) and
3. NRSA Wards 7 & 8 PS & NPS.

For each the Household report includes:

Section 1

Grantees will provide the following information concerning race/ethnicity which shall be recorded by

- Ward,
- Head of Household,
- Tenant/Owner

White
Black/African American
Asian
Native American/Alaskan Native
Native Hawaiian/Other Pacific Islander
Native American/Alaskan Native & White
American Indian/Alaskan Native & White
Asian & White
Black/African American & White
Native American/Alaskan Native & Black/African American
Other Multi Racial
Did Not Report
TOTAL

Section 2

Also, each household shall be counted by income category using the CDBG income categories and dollar amounts. (See chart in this exhibit.)

Section 3

Lastly, each household shall be counted by CDNG service category.

With New or Continuing Access to Service or Benefit
With Improved Access to Service or Benefit
Received a Service or Benefit that is No Longer Substandard

The Number of Households in each of the above calculations be the same. That is, if 100 households are reported in Section 1, there must be 100 in reported also in Sections 2 and 3.

This procedures is repeated for:

- Non-Public Service Activities
- NRSA Wards 7 & 8 Public Service and Non-Public Service

INCOME LIMITS WITH UNCAPPED LIMITS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
U.S. Department of Housing and Urban Development (HUD) FY 2023
Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	**84,400**	**96,450**	**108,500**	**120,550**	**130,200**	**139,850**	**149,500**	**159,150**

	Median Income	**Family Four Low Income Limit**
DC	**$152,100**	**$95,300**

This grant will consider eligibility based on Household Beneficiary Data

Exhibit E Budget Modification Form

BUDGET MODIFICATIONS

To request a Budget Modification, please reach out to your Point of Contact with Community Services to request the excel file.

The excel file should be returned to Community with the details (below) about your request. You may also send a PDF of the excel file in addition to the excel file itself. The excel is needed to upload to the database.

There should be a cover letter from the Executive Director requesting the modification as outlined in excel file attached. Only the Executive Director as a signatory to the Grant Agreement can request a Budget Modification.

The Excel file will guide you through the process.

The Excel template asks you for each line item in the A 3-2 (Personnel) to indicate the current budget and the requested budget modification for:

- Hourly rate
- Number of Hours to be charged to the Grant (total for the year)

Similarly for the A 3-1 the template asks the current Budget Amount for each line item and the requested modification amount for each line item in the A 3-1.

Each line item in the A 3-1 and A 3-2 must be included in the Modification.

The deadline to request a Budget Modification is June 1st of each year.

The Community Services team is available to provide technical assistance.

Cost Category	Current Budget	Increase (Decrease)	Requested Modification Amount
Personnel (Salary & Fringe)	$0.00	$0.00	$0.00
Credit Report	$0.00	$0.00	$0.00
Space	$0.00	$0.00	$0.00
Insurance	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Training	$0.00	$0.00	$0.00
IT Services & Support	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$0.00	$0.00	$0.00
Total Indirect Costs (De Minimis Cost Rate 15%)	$0.00		$0.00
Total Costs	$0.00	$0.00	$0.00

Exhibit F Drug Free Workplace Certification

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Certifications Regarding
Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact.

1. **LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code. and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - lll, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. Debarment, Suspension, And Other Responsibility Matters (Direct Recipient)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

1. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F. for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020. Notice shall include the identification number(s) of each effected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and incising termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (1), (c), (d), (e), and (f).

B. The applicant may insert in the space provided below the sites) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Drug-Free Workplace (Grantees who are Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, subpart F, for grantees as defined at 28 CFR Part 67; Sections 67 615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020.

As the duly authorized representative of the applications,
I hereby certify that the applicant will comply with the above certifications.

Greater Washington Urban League, Inc
2091 14th Street, NW, Washington, DC 20009

1. Grantee Name and Address

Grant# 2025-03

CDBG/NBAP Housing Counseling Services

2. Application Number and/or Project Name

53-0208981

3. Grantee IRS/Vendor Number

George H Lambert Jr., CEO

4. Typed Name and Title of Authorized Representative

5. Signature

10/18/2024

6. Date

DHCD Contract No. 2025-03
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit G Service Area Eligibility

This grantee provides services to residents of all DC Wards and will focus on the neighborhoods in these corridors where DHCD has invested resources for housing development.

- 16th St NW Corridor near the intersection with Havard St NW (Columbia Heights) in Ward 1
- Georgia Ave and New Hampshire Ave NW Corridor (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- Rhode Island Ave and South Dakota Ave NE Corridor (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 5
- M and South Capitol Streets SW Corridor (Greenleaf/Waterfront) in Ward 6
- Benning Road and Florida Ave NE Corridor (NoMa/Ivy City/Trinidad) Ward 6
- Minnesota Ave and Benning Rd NE Corridor (Benning, Greenway) in Ward 7
- Pennsylvania Ave and Minnesota Aves SE Corridor (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- East Capitol and Benning Rd Corridor (Capital View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- Marion Barry Ave and Martin Luther King Aves SE Corridor (Historic Anacostia, Fairlawn Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- Marion Berry Ave and Alabama Aves Corridor (Skyland, Woodland, Garfield Heights) in Ward 8
- Martin Luther King Ave and Alabama Ave Corridor (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- South Capital St and Chesapeake Aves SE Corridor (Bellevue, Washington Highlands) in Ward 8

DHCD Contract No. 2025-03
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit H Insurance Requirements

DHCD-BILL WINSTON-GRANT FOR VARIOUS COMMUNITY-BASED ORGANIZATIONS HOUSING COUNSELING AND SERVICES AF07082024

INSURANCE

A. GENERAL REQUIREMENTS. The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this grant, the types of insurance specified below. The Grantee shall submit a Certificate of Insurance to the Grant Administrator (GA) giving evidence of the required coverage prior to commencing performance under this grant. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the GA.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Grantee and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this grant, with the understanding that any affirmative obligation imposed upon the insured Grantee or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its subcontractors, and not the additional insured. The additional insured status under the Grantee's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the GA in writing. All of the Grantee's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Grantee or its subcontractors, or anyone for whom the Grantee or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the GA with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the GA in writing), covering liability for all ongoing and completed operations of the Grantee and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an

Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or it's equivalent) to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the GA in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee in connection with work under this agreement, with a minimum combined single limit of $1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Grantee shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Defense costs shall be in addition to and not erode the limits of liability
e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or it's equivalent)

3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

   Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   The Workers Compensation and Employers Liability shall be further endorsed to:
   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the GA of commercial umbrella or excess liability insurance with minimum limits of $5,000,000 per occurrence and $5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS
Any and all subcontractors engaged by Grantee for work under this agreement shall be required to have the same insured required of Grantee. Should the Grantee wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Grantee shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Grantee. In either instance, the Grantee must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

E. DURATION. The Grantee shall carry all required insurance until all grant work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this grant and two years for non-construction related grants.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the Grantee's liability under this grant.

G. CONTRACTOR'S PROPERTY. Grantee and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.

H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the grant price.

I. NOTIFICATION. The Grantee shall ensure that all policies provide that the GA shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Grantee no long complying with the above requirements. The Grantee shall provide the GA with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the GA with an updated Certificate of Insurance should its insurance coverages renew during the grant. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Grantee at least 30 days' notice of the change. Grantee must comply, at your expense, and deliver to the GA evidence of compliance before the change becomes effective.

J. CERTIFICATES OF INSURANCE. The Grantee must send to GA, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Grantee must also provide us with evidence of renewal before the expiration date of each insurance policy. Grantee is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . Certificates of insurance must reference the corresponding grant number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:
William Winston, Grant Administrator (DHCD)
1909 Martin Luther King Jr Av SE, Washington DC 20020
771-208-9628
Bill.winston@dc.gov

The GA may request and the Grantee shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Grantee expires prior to completion of the grant, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the GA prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the GA on an annual basis as the coverage is renewed (or replaced).

K. DISCLOSURE OF INFORMATION. The Grantee agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Grantee, its agents, employees, servants or subcontractors in the performance of this grant.

L. CARRIER RATINGS. All Grantee's and its subcontractors' insurance required in connection with this grant shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.

M. WARRANTIES. When applicable, the Grantee should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). GA should collect, review for accuracy, and maintain all warranties for goods and services.

Exhibit I **Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures**

Mayor's Order 2023-131

GOVERNMENT OF THE DISTRICT OF COLUMBIA
ADMINISTRATIVE ISSUANCE SYSTEM

Mayor's Order 2023-131
October 31, 2023
SUBJECT: Updated District Government Sexual Harassment Policy, Guidance, and Procedures

ORIGINATING AGENCY: Office of the Mayor

By virtue of the authority vested in me as Mayor of the District of Columbia by sections 422(2), (3), and (11) of the District of Columbia Home Rule Act of 1973, 87 Stat. 790; Pub. L No. 93-198, D.C. Official Code §§ 1-204.22(2), (3), and (11), it is hereby **ORDERED** that:

I. PURPOSES AND BACKGROUND

This Order incorporates provisions of, updates, and supersedes Mayor's Order 2017-313, dated December 18, 2017, regarding sexual harassment in District of Columbia ("District") Government workplaces.

In addition to providing procedural updates to the District's sexual harassment policy, this Order establishes and directs the Sexual Harassment Task Force to further examine the District's sexual harassment policies and provide recommendations to further the goal of a harassment-free workplace; establishes obligations of District Government employees; adds Mayor's direct reports to those required to be referred for outside investigation of sexual harassment; and bans all sexual and romantic relationships between supervisors and the employees in their chain of command.

This Order reaffirms that the District Government does not tolerate any form of inappropriate workplace conduct including sexual harassment, nor does it tolerate sexual harassment in non-employment interactions between District Government employees and the public. Sexual harassment is recognized as one of the most unjust, demeaning, and demoralizing examples of workplace misconduct.

This Order also requires that employees be trained on sexual harassment every year and provides additional specificity as to the qualifications and role of Sexual Harassment Officers.

Further, this Order directs agency compliance with the Sexual Harassment Data Collection and Reporting Act of 2022, D.C. Law 24-171, D.C. Official Code § 1-546.01, and clarifies, consistent with the Human Rights Enhancement Amendment Act of 2022, D.C. Law 24-172, D.C. Official Code § 2-1402.11(c-2), the definition of sexual harassment.

II. INDIVIDUALS AND ENTITIES COVERED

A. Prohibitions and Protections

1. This Order is intended broadly to prohibit sexual harassment in all interactions with District Government employees and officials and persons acting on behalf of the District Government, and to facilitate speedy investigation and non-monetary remedial action including warnings to stop offensive behavior, additional training, reassignments, and personnel and contract actions.

2. The District of Columbia prohibits workplace sexual harassment by all District Government employees and officials. The prohibition applies to harassment of other employees and officials and to harassment of third parties

and members of the public interacting with the District Government, such as vendors, contractors, grantees, customers, clients, and other persons visiting or working at District Government worksites or service sites inside and outside District Government agencies.

3. Likewise, contractors and grantees carrying out work on behalf of the District Government shall not sexually harass colleagues who carry out work on behalf of the District Government; District Government employees; or customers, clients, or beneficiaries of the services the contractors and grantees provide on behalf of the District Government; and those clients, customers, beneficiaries, employees, and colleagues may file complaints that trigger sexual harassment investigations and possibly remedies. Remedies may include requiring the contractor or grantee to use alternate personnel to provide services, and other remedies available under the contract or grant agreements up to and including contract or grant termination or non-renewal of the grant or contract.

4. In addition, sexual harassment by District Government clients, customers, or visitors against District Government employees, contractors, or grantees, or other clients, customers, or visitors, at District Government worksites or service sites, is prohibited and complaints made against District Government employees who sexually harass contractors, grantees, agency clients, customers or visitors, upon investigation, may result in discipline of the employee and accommodations of the contractor, grantee, customer or visitor, such as having another government official assigned to the matter.

5. In the course of their duties as members of District of Columbia boards and commissions, board and commission members are bound by the prohibitions, procedures, and deadlines set forth in this Order.

6. Not every procedure set forth in this Order applies to persons not working for the District Government.

B. Scope

1. Laws prohibiting sexual harassment apply throughout the District Government. The agencies listed below should either use the training, procedures, information, and processes provided in this Order, or their own, similar ones. To the extent District law requires centralized reporting, the reporting requirements in this Order apply to all agencies.

2. Those agencies include the Office of the Attorney General, the Office of the Chief Financial Officer, the Board of Elections, the Zoning Commission, the Public Service Commission, the Commission on Arts and Humanities, the Washington Convention and Sports Authority (Events DC), the Board of Education, the University of the District of Columbia, the DC Public Library, the DC State Athletics Commission, the Public Charter School Board and public charter schools, the Office of the People's Counsel, the District of Columbia Water and Sewer Authority (DC Water), the Green Finance Authority, the Health Benefit Exchange Authority, the Not-for-Profit Hospital Corporation, the Contract Appeals Board, the DC Retirement Board, the Office of Employee Appeals, the DC National Guard, the Criminal Justice Coordinating Council, the Office of Police Complaints, the Corrections Information Council, and the Uniform Law Commission.

3. This Order does not apply to the Council of the District of Columbia, Advisory Neighborhood Commissions, or the DC Courts, and agencies and offices subordinate to them.

III. SEXUAL HARASSMENT

A. Through the Human Rights Enhancement Amendment Act of 2022, D.C. Law 24-172, effective September 21, 2022; D.C. Official Code § 2-1402.11(c-2), the Council has, in the employment context, expanded the definition of "harassment" and "sexual harassment" under the D.C. Human Rights Act to provide that sexual harassment includes conduct of a sexual nature, "whether direct or indirect, verbal or nonverbal, that unreasonably alters an individual's terms, conditions, or privileges of employment or has the purpose or effect of creating an intimidating, hostile, or offensive work environment."

B. In addition, sexual harassment includes "sexual advances, requests for sexual favors, or other conduct of a sexual nature where submission to the conduct is made either explicitly or implicitly a term or condition of employment or where submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual's employment." This is sometimes referred to as quid pro quo sexual harassment.

C. In determining whether sexual harassment has taken place, the D.C. Human Rights Act states that "conduct need not be severe or pervasive to constitute harassment" and that "no specific number of incidents or specific level of egregiousness is required."

D. Examples of conduct that can contribute to or constitute sexual harassment or an intimidating, hostile, or offensive work environment include:

1. Sex acts;

2. Display of sexual organs;

3. Using sexually oriented or sexually degrading language describing an individual or their body, clothing, hair, accessories, or sexual experiences;

4. Sexually offensive comments or off-color language, jokes, or innuendo that a reasonable person would consider to be of a sexual nature, or belittling or demeaning to an individual or a group's sex, sexual orientation, or gender identity;

5. "Sexting" or seeking or sending pictures of intimate body parts;

6. Taking or displaying pictures of body parts meant to be covered up (such as "upskirting" pictures);

7. Displaying or disseminating sexually suggestive objects, books, screensavers, magazines, photographs, music, cartoons, or computer internet sites or references;

8. Unnecessary and inappropriate touching or physical contact, such as intentional and repeated brushing against a colleague's body, touching or brushing a colleague's hair or clothing, massages, groping, patting, pinching, or hugging, that a reasonable person would consider to be of a sexual nature;

9. Leering, ogling, or making sexually suggestive gestures or sounds, such as whistling or kissing noises;

10. Making inquiries about someone's private sex life or describing one's own sex life;

11. Workplace sexual comments, conduct, displays and suggestions between two willing parties in the presence of another that are inconsistent with professional workplace norms;

12. Any unwanted repeated contact, including, but not limited to in-person, or telephonic, for romantic or sexual purposes;

13. Giving a preference to someone who is engaged in a dating, romantic, or sexual relationship based on the relationship to the disadvantage of someone who is not engaged in a dating, romantic, or sexual relationship; and

14. Sexual assault, stalking, trapping someone such that they are not free to leave and a sexual encounter is expected or threatened, threats of bodily harm relating to sex or the refusal to have sex, or other crimes related to acts of sexual harassment.

E. Further, the District may treat some conduct of a sexual nature as misconduct, even when it does not rise to the level of unlawful sexual harassment actionable under the D.C. Human Rights Act. As an example, an employee who tends to greet people with a hug may have been warned that the conduct was offensive to some employees and then hugs an employee whom they have not seen in many months. The conduct may not rise to the level of "unreasonably altering the individual's terms, conditions, or privileges of employment," but it could constitute misconduct since they had been warned that some employees associate hugging with unwanted sexual contact that is offensive in the work environment.

IV. DATING, ROMANTIC, AND SEXUAL RELATIONSHIPS IN THE WORKPLACE

A. Prohibitions

1. Prohibitions on certain dating, romantic, or sexual relationships in the workplace exist to prevent real or perceived impropriety, favoritism, conflicts of interest due to power dynamics, control of an employee's assignments and performance reviews, as well as to advance fairness for all other employees, contractors, grantees, and clients. Even consensual dating, romantic, or sexual relationships can generate allegations of favoritism based on sexual relationships or sexual harassment by one of the parties or a third party. Relationships, or aspects of relationships, that may be perceived as consensual by one party may be considered coerced or harassing by the other party due to power dynamics, and relationships that start consensually may evolve into sexual harassment.

2. Subject to the conditions and implementation procedures discussed in this Order, it is now the policy of the District Government that a dating, romantic, or sexual relationship between a supervisor and any employee in the chain of command they supervise – whether supervision is direct or indirect, operational or situational – is prohibited. Note that chain of command in this definition may span agencies or divisions within an agency.

3. In addition, District Government employees shall not initiate a dating, romantic, or sexual relationship with trainees, recruits, or interns, regardless of the employee's assignment in relation to the trainee, recruit, or intern if the employee is in the same agency as the trainee, recruit, or intern.

4. Further, this Order prohibits dating, romantic, and sexual relationships when they are prohibited by applicable professional or ethical standards, such as lawyer-client, doctor-patient, or social worker-client.

5. District Government employees shall not participate personally and substantially in particular matters that affect or could affect the financial interests of someone with whom they are in a dating, romantic, or sexual relationship, whether that person is an employee, grantee, contractor, or client of the agency.

B. Designation of Person or Committee to Resolve Issues Surrounding Workplace Relationships; Existing Relationships

1, By November 17, 2023, District Government agency directors shall designate their own agency human resources agency/officers, another appropriate officer, or an office or committee to receive disclosures of relationships and resolve workplace issues arising from any prohibited dating, romantic, or sexual relationship on a case-by-case basis consistent with this Order; absent such a designation, disclosures shall be made to the Director.

2. By December 8, 2023, existing relationships that fall within the prohibitions of this Order must be disclosed to the designee identified in subsection IV.B.1. of this Order, in the manner specified by their agency or on a form to be created by DCHR, whereupon the situation will be evaluated and a resolution determined.

3. Resolution may involve giving the employees a defined but reasonable time to find a new position where the relationship is not implicated by this Order; shifting reporting structures to take the relationship out of a prohibited status; or establishment of recusal structures when the employees do not work in the same agency or division but they heretofore were in situational or operational chains of command.

4. To the extent adjustments are made in work sites or shifts, reporting structures, job duties or any other factor for one or both of the persons in the relationship, agencies shall endeavor to afford such options on a voluntary basis for all concerned, particularly if an employee not involved in a prohibited relationship is affected by any proposed accommodation of the relationship.

5. If no satisfactory resolution of the prohibited relationship can be reached, the persons in a dating, romantic, or sexual relationship may request a waiver of the provisions of this Order. Waiver requests shall be submitted to the Mayor and shall be accompanied by a recommendation from the agency or agency designee. Waiver requests may include any information relevant to the determination and shall be on a form to be created by the Department of Human Resources ("DCHR").

6. Agencies may make reasonable efforts to assist with a transfer or reassignment, without prejudicing either employee (or any other employee), but it is not the responsibility of the personnel authority or the agency to restructure their agency operations or find a new position for someone in the relationship. No agency is required to grant a request or application for a transfer.

7. Agencies may promulgate regulations or policies consistent with this Order to effect its implementation and to provide consistent treatment for employees facing this situation, though each relationship may pose unique issues. Agencies may also issue rules explaining in more detail for their agencies' employees and contractors how terms such as "dating," "chain of command" and "trainee" are to be interpreted considering their agency's operations. Agencies may prohibit dating, romantic, or sexual relationships with their own clients or clients of the agency or a subset of the agency, as the agency deems appropriate to prevent factual or perceived impropriety or favoritism. For instance, an agency with both social workers and non-licensed employees providing case work to agency clients could extend the ban on dating and sexual relationships with clients to their non-licensed employees, to hold them to the same professional standards as their licensed colleagues.

8. By December 12, 2023, agencies shall report the number of disclosed relationships to the Mayor's Office of Legal Counsel ("MOLC") and the contact information of the person handling requests for accommodation, for consideration by the Sexual Harassment Taskforce.

C. Disclosure of Relationships

1. In addition to the disclosures of existing relationships required by Section IV.B., if by promotion or agency reorganization or other circumstance, two employees in a dating, romantic, or sexual relationship would fall into a prohibited relationship status, their relationship must be disclosed as soon as the possibility of falling into prohibited status is realized by either person in the relationship.

2. If there is a reasonable likelihood that someone would raise a credible charge that there was or could be preferential treatment based on a dating, romantic, or sexual relationship that is not in a chain of command, then the employees involved in the dating, romantic, or sexual relationship must also report their relationship to the person or office designated pursuant to Section IV.B. Such reporting is necessary for consideration of whether additional safeguards are necessary and whether the prohibition on relationships based on situational supervision is implicated.

D. New Relationships

Generally, if two persons in a chain of command wish to begin a dating, romantic, or sexual relationship with each other, one party to the relationship should apply for a transfer or otherwise seek employment that eliminates the supervisory relationship before the relationship begins so that no prohibited relationship commences. For example, a supervisor may be transferred to another supervisory role so that they are not in the chain of command with the other person.

E. Conduct

1. District Government employees in a dating, romantic, or sexual relationship with another District Government employee, or client/customer of their agency, or grantee or contractor of their agency, shall conduct themselves in an appropriate manner while on duty and shall not engage in behavior that detracts from a professional work environment.

2. Any sexual activity at work sites or during an employee's working hours, regardless of location, is prohibited.

F. Violations

A violation of a provision of this Order regarding dating, romantic, or sexual relationships may not constitute sexual harassment as defined above, but an employee who engages in a prohibited relationship under Section IV.A. of this

Order or fails to disclose a relationship that is required to be disclosed shall be subject to appropriate personnel action, up to and including termination.

G. Legal Representation

If legal action is commenced against the District of Columbia and/or a supervisor who engaged in a dating, romantic, or sexual relationship with an employee, or a person engaged in a potentially-conflictual relationship, the existence of the sexual or romantic relationship will be a factor in the District of Columbia's decision to provide legal representation to the supervisor or the employee(s) engaged in a relationship.

V. PROCEDURES FOR STOPPING SEXUAL HARASSMENT; REPORTING AND INVESTIGATING SEXUAL HARASSMENT CLAIMS

A. Employee Obligations

1. District Government employees are bound by the principles set forth in the Code of Conduct at 6B DCMR §§ 1800.2-1800.4 and are expected to act at all times in a manner reflecting their roles as public servants. Depending on an employee's role in the District Government, the obligations regarding the prevention of sexual harassment may differ. "Employees" for the purpose of this Order include contractors engaged by the District Government performing work on behalf of the District similar to that as its employees, such as at District worksites.

2. All employees are obligated to:

a. Refrain from engaging in behavior that constitutes sexually harassing conduct;

b. Refrain from initiating or conducting a prohibited dating, romantic, or sexual relationship as described in Section IV.A. of this Order;

c. Disclose their own dating, romantic, or sexual relationships with other employees if required in Section IV.D. of this Order;

d. Affirm their agreement to comply with this Order;

e. Complete annual sexual harassment training;

f. Cooperate fully in any inquiry or investigation into an alleged violation of this Order; and

g. Refrain from any behavior that may call into question the impartial and harassment-free provision of services to constituents, agency clients or customers, contractors, or grantees.

3. Supervisors should take particular care to avoid conduct that could lead to allegations of sexual harassment, considering time, place, and situations of interactions with employees.

B. Employee Communication

1. To avail themselves of the procedures and protections of this Order, when a District Government employee finds conduct unwelcome, intimidating, or offensive, they may: (a) tell the person who is engaging in offensive or inappropriate sexual conduct to stop and that such conduct is unwelcome; or (b) ask the employee's supervisor, General Counsel, or Sexual Harassment Officer to advise the person that the conduct is offensive and unwelcome; or (c) proceed immediately to file a complaint of sexual harassment under this Order.

2. Employees and others engaged in intervention are encouraged to document all intervention efforts or requests to cease reported inappropriate sexual conduct, including conversations, texts, or email exchanges.

C. Reporting Allegations of Inappropriate Conduct of a Sexual Nature or Sexual Harassment

1. All District Government employees are encouraged to help ensure that District Government workplaces are free of sexual harassment. Employees who know of incidents of inappropriate conduct of a sexual nature, as well as behavior that may create an intimidating, hostile, or offensive work environment, or who are victims of inappropriate conduct of a sexual nature, should report the inappropriate conduct.

2. Employees may report to the Sexual Harassment Officer ("SHO") of their agency or any other agency, or the supervisor or manager of the employee engaging in inappropriate conduct, to their own supervisor, or to the agency General Counsel. Contractors, grantees, and customers of agencies may report allegations of inappropriate conduct of a sexual nature to the SHO of the relevant agency or any other agency, the relevant agency's General Counsel, the supervisor of the employee who engaged in the alleged inappropriate conduct, or their grant or contract administrator.

3. Allegations of sexual harassment against the Mayor, City Administrator, Mayor's Chief of Staff, Mayor's Senior Advisor, Director of the MOLC, any Deputy Mayor, or any official who directly reports to the Mayor, shall be referred to the Inspector General to determine if the allegation is credible, in which case it shall be referred for independent investigation. Such investigations shall be carried out by an entity outside the District Government and those reports shall be provided to MOLC (or the City Administrator if the allegation is against the Director of the MOLC) and the Inspector General.

D. Agency Responsibilities

1. Sexual Harassment Officers ("SHOs") and Investigations

a. Each Deputy Mayor's Office and each agency shall designate a primary SHO and an alternate SHO and shall update the designations, as needed, on an ongoing basis. Each agency shall provide the names of its SHOs to DCHR, and DCHR shall maintain a current District-wide list of agency SHOs. Further, pursuant to D.C. Official Code § 1-546.01(2), SHOs shall be registered with the Office of Human Rights ("OHR").

b. SHOs shall be trained and qualified to serve. To be qualified to serve as a SHO, individuals must have taken and continue to take annual training provided by DCHR and OHR. SHOs may but are not required to be an agency's Equal Employment Opportunity ("EEO") officer, or human resources manager; they must be competent in EEO laws and be designated by the agency to accept sexual harassment complaints and to review and investigate claims. SHOs need not be attorneys.

c. The primary and alternate SHOs for a smaller agency may be employees of another agency (i.e., the SHO of a larger agency may serve as the SHO for a smaller agency). An agency of any size may also obtain assistance from another agency's SHO in handling a particular investigation, including having another agency's SHO carry out an investigation, where there is a possibility of the appearance of a conflict of interest, or for administrative convenience. For the purposes of this Order, a smaller agency availing itself of this option will still be referred to as the "agency."

d. A person seeking to report a violation of this Order may file with any agency SHO, not solely the SHO at their agency or the agency at which the alleged sexual harassment occurred. Persons filing complaints, however, are not entitled to have the investigation conducted by the person of their choosing.

e. If a complaint is reported to someone other than the SHO, the person receiving the complaint must notify the agency SHO, unless giving notice would raise conflict of interest concerns, in which case the person must notify the agency General Counsel.

f. Unless the complaint is against the agency General Counsel, the SHO shall immediately notify the agency's General Counsel of the complaint, and the General Counsel shall thereafter notify the Mayor's Office of Legal Counsel ("MOLC"). The SHO may consult with the agency's General Counsel, or the General Counsel's designee, for legal guidance on conducting the investigation and shall notify the General Counsel of any issue that may require higher-level support. If the complaint is against the General Counsel, the SHO shall notify the MOLC directly.

g. SHOs should review DCHR's SHO training materials before initiating an investigation. DCHR has training materials on duties to inform the bargaining unit, the right to union representation during investigatory questioning, assessing credibility, unconscious bias, conducting interviews, gathering evidence, protecting confidentiality, preservation of evidence, when to stop an investigation and refer a matter for criminal investigation and more.

h. The primary function of a SHO is to accept complaints alleging violations of this Order and to gather, investigate and review the factual basis of the claim(s). SHOs may corroborate or refute factual allegations; SHOs may provide impressions and evidence regarding the credibility of witnesses. They weigh such evidence and may take into account their impressions of the credibility of witnesses. Ultimately, SHOs make and submit to the appropriate agency Director recommended determinations of whether the allegations are substantiated or are not substantiated. They are not to make legal conclusions about whether sexual harassment occurred.

i. Investigations of allegations of inappropriate conduct of a sexual nature shall be conducted, and the associated investigation report completed, as soon as practicable, within sixty (60) days after the filing of the report of the alleged sexual harassment, absent unusual circumstances.

j. The investigative report shall include a description of the allegations, a description of the SHO's investigation, a description of the evidence adduced by the SHO, and the SHO's recommended determination as to whether the allegations were substantiated. The SHO shall transmit the report to the Director or agency Director's designee and General Counsel of the agency where the alleged harasser is employed.

2. Interim Remedial Actions

a. Pending the completion of the SHO investigation and report, the issuance of the agency report, and the imposition of any disciplinary action, and to protect the rights of the alleged victim as well as the alleged harasser, the agency may take temporary personnel actions that do not result in any adverse employment action to either party.

b. When an agency becomes aware of an allegation of misconduct of a sexual nature, the agency shall notify the alleged harasser of the reported behavior and may demand that the alleged behavior cease immediately and not be repeated.

c. The agency shall take such other remedial steps as it deems appropriate to mitigate the possibility of the alleged harassing conduct continuing.

d. Interim remedial actions are administrative rather than disciplinary and may include, but are not limited to, transfers, reassignment of duty station, changed shifts, duties or reporting requirements, mandatory administrative leave with pay, or other appropriate measures that do not result in reduction of pay, demotion in title or responsibility, or other loss of employee benefits. In general, the agency should avoid moving the alleged victim or changing the alleged victim's shift, or taking similar action affecting the alleged victim, unless the alleged victim requests the action; if the agency takes such an action absent a request from the alleged victim, the agency should make clear to the alleged victim that the action is being taken in pursuit of an effective and prompt stop to any alleged harassment, and not in retaliation for reporting the alleged harassment.

e. Personnel authorities are encouraged to find alternative, reasonably comparable placement during the pendency of an investigation for the accuser or accused in lieu of administrative leave with pay, where possible and if consistent with any collective bargaining agreements.

3. Post-SHO Investigation Agency Actions

a. The agency Director or agency Director's designee may reject a SHO report and return it to the SHO for further investigation, information, documentation, or analysis if the agency Director or designee

considers the report to be incomplete, inadequate, or otherwise unacceptable.

b. If the report is not rejected, the agency Director, or the agency Director's designee, within fourteen (14) days of receiving the SHO's report, shall issue an agency report that accepts, modifies, or rejects the SHO's findings and substantiation recommendations, describes the rationale for any such modifications or rejections, and makes conclusions as to whether the substantiated allegations constitute a violation of this Order. The SHO report shall be included as an attachment to the agency Director or designee's report. The agency Director or designee shall consult with the agency's General Counsel during the preparation of the report regarding relevant legal standards or other legal issues.

c. If the report determines that a violation of this Order has occurred, the report shall be submitted to the agency's human resource officer for appropriate disciplinary action, up to and including termination. The agency shall require that any employee found to have violated this Order whose employment is not terminated must attend mandatory sexual harassment training within sixty (60) days after the issuance of the agency report.

d. The agency must provide the employee and the alleged harasser with a summary written notification of its findings and conclusions (final agency decision) after the sixty (60) day period and shall convey the same to MOLC within five (5) days after it is issued. The notice shall include a description of each allegation and the agency's determination as to whether the allegations were substantiated or were unsubstantiated. Such notice shall not include summaries of witness interviews, credibility determinations, or legal analysis; the notice is a simple recitation of the allegations and the determination as to whether the allegations were substantiated or were unsubstantiated.

e. Any conclusion in the SHO or Director's report that a violation of this Order occurred does not constitute a final legal conclusion that sexual harassment under the D.C. Human Rights Act or federal law occurred. Conversely, a finding that was not substantiated is not a legal conclusion that no violation of the D.C. Human Rights Act or federal law occurred.

f. Consistent with norms regarding the privacy of personnel actions, the complaining party shall not be informed of any disciplinary actions against the alleged harasser.

g. Regardless of whether a complaint has been substantiated, relevant staff, including the General Counsel, are authorized to work together to advise the Director or deciding official as to whether to recommend or implement personnel actions or management procedures to reduce the possibility of reoccurrence of any inappropriate behavior or behavior that poses risks for the District. Any meetings among the General Counsel, human resources staff, and agency management shall endeavor to preserve the confidentiality of the complaint generating the meeting or consultation to the greatest extent possible.

4. Communicating the Order: Orientation, Pledges, Training, and Notifications

a. The personnel authority shall circulate this Order to all new hires during their orientation, shall give each new hire time to read a summary of the Order during orientation, and shall obtain a signed verification that the new employee has read the summary and pledges not to engage in sexual harassment or any other conduct that violates the rules prohibiting sexually harassing behavior, certain dating, romantic, or sexual relationships, and requiring disclosure of certain relationships. Agencies with supplemental orders relating to sexual harassment shall provide those orders, too, to onboarding employees.

b. When individual contractors are working inside an agency in a manner akin to a District Government employee, the agency or the supervising contractor shall obtain signatures from individuals during onboarding orientations affirming their agreement to abide by this Order.

c. New employees shall take a course on sexual harassment as part of the on-boarding process and in no event more than fourteen (14) days after being on-boarded. Agencies shall by December 11, 2023

circulate this Order to all current employees.

d. Agencies shall follow up to provide delivery to difficult-to-reach employees, including employees on leave and work-related travel. Agencies are responsible for confirming that each employee has received this Order by email, verification through Peoplesoft, or return of a signed copy.

e. By December 11, 2023, each agency shall email the names of the agency's primary and alternate SHOs to all its employees and shall send reminders or updates of who the agency's SHOs are at least annually to agency employees.

f. Each agency shall prominently post notices in conspicuous locations accessible and used by a substantial number of agency employees, identifying the agency SHO and Alternate SHO, how to report sexual harassment, and that sexual harassment investigations are to be kept confidential to the greatest possible extent consistent with their investigation and resolution. Agencies shall post the notices no later than thirty (30) days after receipt of the template notice from the Office of Human Rights required by Section V.K. of this Order.

g. Agencies shall take a digital photograph of each posting and transmit it to the SHO program coordinator at DCHR with a description of the location at the time of each posting.

h. Individuals and entities entering into contract or grant agreements with the District Government must affirm that they will abide by the D.C. Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR § 1100 et seq.

i. District agencies drafting contracts and grants shall require such affirmations as part of the contract or grant agreement.

E. Employee Responsibility to Participate in Agency Investigations

1. District Government employees are required to cooperate fully in a SHO or independent investigation of a workplace sexual harassment complaint.

2. If an employee who alleges sexual harassment or is believed to have been the victim of sexual harassment declines to assist and/or participate in the investigation of the allegation, or requests the agency not conduct an investigation, the agency may on its own initiative investigate or refer the matter for investigation.

3. Employees who were not themselves victimized, who, after a direct request by the SHO or other investigator, decline to participate in a sexual harassment investigation, may be subject to disciplinary action.

4. Any consideration of whether to recommend disciplinary action for failure to cooperate in an investigation on the part of an alleged victim requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

F. Discipline for Making False Statements or Representations

1. Making materially false statements, and misrepresentation, falsification or concealment of material facts or records in an investigation of allegations of sexual harassment is conduct warranting disciplinary action, up to and including termination.

2. Consideration of whether to recommend disciplinary action against an employee who is also the alleged victim of sexual harassment requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

G. Discipline after a Finding of Sexual Misconduct or Harassment

The agency shall recommend appropriate disciplinary action, such as described in Section 1607.2(k) of the District Personnel Manual, 6B DCMR § 1607.2(k), up to and including termination of any employee found to have engaged

in sexual misconduct or sexual harassment as defined in Section III of this Order.

H. Rights of the Alleged Harasser

Persons accused of sexual harassment deserve the full protections afforded to them under the law in administrative matters, including, but not limited to, the right to respond to allegations of sexual harassment; to counsel and representation, including a union representative or other representative of their choosing, and including the presumption of innocence, unless and until there is a finding of harassment after an investigation by the agency or where appropriate, OHR. The right to counsel does not include the right to have counsel paid for by the government.

I. DCHR Responsibilities

1. DCHR shall quarterly reach out to all designated primary and alternate SHOs to confirm that they continue to serve in those roles. If DCHR is unable to reach a designated SHO or to confirm that the individual still serves as the agency's primary or alternate SHO, DCHR shall work with the agency to identify a new primary or alternate SHO for the agency. DCHR shall post a list of agency SHOs on its website and update it as necessary.

2. DCHR shall develop reporting forms for disclosure of dating, romantic, and sexual relationships and for applications for waivers of the prohibition on relationships in the chain of command.

3. DCHR shall work with agencies to verify that all employees have completed the annual training on sexual harassment required by Section V.A.1.e. of this Order.

4. DCHR, working with the Office of the Chief Technology Officer, shall create a means through Peoplesoft for employees to acknowledge their receipt of the Order and agreement to comply with its provisions.

5. DCHR, in consultation with OHR, shall review, update, and provide training materials for agency SHOs, including training on investigative techniques.

6. DCHR shall establish qualification standards for SHOs and verify each SHO's qualification to serve as a SHO.

7. DCHR, in consultation with OHR and the Sexual Harassment Task Force, shall create and disseminate training and collateral materials on this Order, the sexual harassment provisions of the D.C. Human Rights Act, and other sexual harassment law and policy, to all agencies under the direct authority of the Mayor and to such independent agencies as may request access to DCHR materials. The training and collateral materials should be tailored to employees in various roles, such as senior officials, managers, attorneys, human resources personnel, and new or existing employees, and should take into account that many District Government employees work primarily in the community and may not have regular access to computer-based training modules.

J. Office of Human Rights (OHR)

1. OHR shall develop training for EEO officers on the standards of the D.C. Human Rights Act, including the changes made by the Human Rights Enhancement Amendment Act of 2022.

2. OHR shall provide consultative services to DCHR and the Sexual Harassment Task Force in creating and disseminating training and collateral materials on this Order, the sexual harassment provisions of the D.C. Human Rights Act, and other sexual harassment law and policy, to all agencies.

3. OHR shall provide a template notice to agencies for agencies to post where the agencies can fill in the name of their SHO and alternate SHO and providing basic information on the prohibition against sexual harassment, how to report, and confidentiality, pursuant to Section V.E.4.d. of this Order.

VI. PROHIBITION AGAINST RETALIATION

A. Retaliation Prohibited

Retaliating against a District Government employee for reporting or filing a claim of sexual harassment, assisting another person in reporting or asserting a claim of sexual harassment, opposing sexual harassment, acting as a witness in a sexual harassment investigation, refusing to follow orders that would result in sexual harassment, intervening to protect others from sexual harassment or advances, or challenging an allegation of sexual harassment, is strictly prohibited. Employees shall not be penalized as a result of their assertion of their rights under the D.C. Human Rights Act or providing truthful information in connection with an investigation (whether on behalf of a complainant or a respondent). Retaliatory behavior may include, but is not limited to, unwarranted reprimands, unfairly downgrading personnel evaluations, transfers to less desirable positions, verbal, or physical abuse, and altered and more inconvenient work schedules. Employees found to have engaged in retaliatory behavior shall be recommended for appropriate disciplinary action, up to and including termination.

B. Process for Alleging Retaliation

Claims of retaliation are generally beyond the scope of the investigatory authority of agency SHOs because SHOs may not be trained in assessing the legality or validity of managerial decisions such as evaluations and assignments and investigations into retaliation would be difficult to conduct in the rapid timeframe set forth in this Order. Employees who believe they have been retaliated against must file a complaint with an EEO Counselor within one hundred and eighty (180) days of the alleged retaliation and subsequently file a complaint with OHR within fifteen (15) days of receipt of the Exit Letter if the employee is not satisfied with the outcome of EEO counseling.

VII. LIMITS

Lodging a complaint regarding sexual harassment does not shield an employee from all discipline or discharge. Agencies may discipline or separate a complainant if the agency is motivated by non-retaliatory and non-discriminatory reasons that would otherwise result in such discipline or separation.

VIII. CONFIDENTIALITY

A. Protecting confidentiality is critical to encouraging victims of sexual harassment to come forth and share their stories. It encourages witness cooperation and protects the reputations of those involved. For those reasons, SHO investigations should be kept confidential.

B. Confidentiality is not absolute. SHOs must disclose information to the alleged harasser for the alleged harasser to have a full and fair opportunity to respond. SHOs may have to disclose information to witnesses to gather more information from them. SHOs must keep agency General Counsels updated for reporting purposes and for investigation support purposes. SHOs also may have to disclose criminal conduct or threats to law enforcement. SHOs should not make pledges of total confidentiality.

C. Investigative reports are confidential, highly private, and deliberative and shall not be released without a court order. Neither the complainant nor the alleged harasser shall be provided with a copy of the investigative report.

D. SHOs, the agency, and MOLC shall take all reasonable steps to ensure that no information contained in the complaint file is disseminated except in furtherance of the investigation; for entry into E-risk or another risk management system; to assist in resolution of the allegations; as necessary for execution of any consequences stemming from the investigation; when lawfully released; or when required by court order.

IX. TIMELY FILING AND STATUTE OF LIMITATIONS

Complaints of sexual harassment shall be reported as promptly as possible. Agencies should investigate alleged acts of sexual harassment beyond the legal statute of limitations, or deadlines otherwise provided by regulation or collective bargaining agreement, taking into consideration the sensitive nature of the alleged offense, the pressure the complainant may have felt not to report the conduct, when the victim became aware of behavior that was not immediately apparent, or a pattern of harassing behavior that developed over time. Some remedies or sanctions may be unavailable due to delays in filing, but even delayed investigations may yield information to the agency in its ongoing efforts to prevent and remediate sexual harassment or may add to the credibility of similar, future allegations should a pattern emerge of allegations against a particular person or practice.

X. RECORDS

A. Agencies shall maintain records of complaints and investigations conducted for three (3) years from the date of the complaint.

B. For each fiscal year, each agency shall track how many complaints of sexual harassment were made by the agency's employees; were made about its agency employees by customers/clients of the agency; grantees or contractors of the agency, and how many complaints were made of sexual harassment of the agency's employees by customers/clients, grantees or contractors, or members of the public during the agency's duties.

C. In addition to the number of complaints, agencies shall track how many matters were investigated; were resolved by mediation; were substantiated; were deemed unsubstantiated; resulted in administrative or disciplinary action against one or more individuals determined to have violated this Order or sexually harassed the complainant; have resulted in legal action; have resulted in a settlement (including the amount of any financial settlement); and how many are pending. Pursuant to the Sexual Harassment Data Collection Act, annual fiscal year data required to be produced under D.C. Official Code § 1-546.02 shall be transmitted to the Office of Human Rights on or before October 15 of each year.

D. Centralized reporting, however, should be ongoing, and agencies are directed to submit such interim, monthly, or quarterly reports as may be requested by DCHR, the MOLC, OHR, or the Sexual Harassment Task Force, and to enter incidents into E-Risk as directed.

E. Any warnings to an employee(s) to halt a particular type of behavior – whether generally or as to a particular employee(s) – shall be recorded and transmitted to the agency's human resource office and to the Mayor's Office of Legal Counsel. In the context of addressing complaints of sexual harassment, any other interventions made for an employee, customer/client, grantee or contractor shall also be recorded, whether or not they arose from an informal counseling session, a complaint of sexual harassment, a complaint regarding behavior in a dating, romantic, or sexual relationship, anonymous report, or any other means.

XI. CONCURRENT REMEDIES AND JURISDICTION

A. Non-Exclusivity of Remedies

This policy is intended to supplement or be an alternative to other processes that allow persons to complain of sexual harassment. The procedures established by this Order are separate and distinct from other options persons with grievances relating to sexual harassment may have, through the Office of Human Rights, the Equal Employment Opportunity Commission, any grievance procedure available under their collective bargaining agreement, ethics complaint and investigation processes administered by the Board of Ethics and Government Accountability, or any other statutory or regulatory complaint process. Filing a complaint under this Order does not stay or delay any filing deadlines in any other forum.

B. Filing a Formal Complaint with the Office of Human Rights

In addition to pursuing action within the agency, an alleged victim of sexual harassment, or a person acting on the victim's behalf with or without the victim's consent, may report a sexual harassment claim within one year of the alleged harassment or its discovery to OHR using its Intake Questionnaire Form. EEO counseling is not required prior to the filing of a complaint with OHR.

C. Filing a Complaint with the Equal Employment Opportunity Commission

Some complaints may fall within the jurisdiction of the federal Equal Employment Opportunity Commission.

D. Relationship and Remedies under Negotiated Grievance Claims

Filing a report or complaint under this policy does not satisfy the requirements for filing a negotiated grievance and obtaining remedies under a collective bargaining agreement, nor does the complaint under this Order delay the

time limits for initiating such a procedure. To pursue a negotiated grievance claim, the employee should file a grievance in accordance with the provisions of the applicable collective bargaining agreement.

E. Criminal Remedies and Referrals

1. Where there is an allegation of criminal misconduct, including for example, sexual assault, kidnapping, stalking, or a threat to do bodily harm, the agency may, after consulting its General Counsel, place the victim and/or the alleged harasser on administrative leave with pay pending final administrative resolution of the complaint or any criminal proceeding.

2. The complainant at his or her choice may report the alleged criminal violation to a law enforcement agency, including the Metropolitan Police Department ("MPD"). Where a criminal violation occurred, the agency shall recommend discipline of the perpetrator up to, and including, termination.

3. While it is generally the alleged victim's decision to report sexual harassment offenses for possible criminal prosecution, if during an investigation the agency uncovers evidence of ongoing crimes (such as sexual extortion of beneficiaries of government services) or criminal activity collateral to or extending beyond the reported allegations of sexual harassment, such as gun-related offenses, the agency shall notify law enforcement.

F. Crime Victim Hotline

The agency shall also remind complainants of sexual assault or other possible crimes of the existence of the DC Victim Hotline. The hotline, 1-844-443-5732, is available 24/7 by telephone, text, or online chat to seamlessly connect victims of crime to free resources to help them navigate the physical, financial, legal, and emotional repercussions of crime. Through the hotline, victims may be matched with an advocate who can help them decide whether to pursue a matter through the criminal justice process.

G. Courts of Law

This Mayor's Order is directed towards preventing and remedying sexual harassment in District Government operations and it does not preclude complainants from obtaining counsel and pursuing any remedies they may have in courts of law. The options discussed in this Order do not constitute legal advice; deadlines for filing, procedures, and substantive offenses or remedies may change over time.

XII. APPLICABILITY OF PERSONNEL RULES

Any proposed personnel action instituted under this Order is subject to the regulations set forth in the District of Columbia Personnel Manual at Title 6B of the District of Columbia Municipal Regulations.

XIII. SEXUAL HARASSMENT TASK FORCE

A. There is hereby established the Sexual Harassment Task Force as an internal task force comprised of representatives of the Office of Human Rights, the Mayor's Office of General Counsel, the Department of Human Resources, the Assistant City Administrator, and the Mayor's Office of Legal Counsel, as designated by the head of each office, and such other individuals as these members may invite to serve as additional members of the task force. The task force shall meet from time to time to develop and advise on trainings, make recommendations about needed policies, review draft regulations, and otherwise take action or recommend measures to fulfill the intent of this Order: including to reduce the incidence of sexual harassment, train employees on what to do when faced with inappropriate workplace conduct, including harassment, and provide additional, effective procedures for addressing inappropriate conduct of a sexual nature. The task force may invite experts and other individuals to participate in the meetings and deliberations of the task force.

B. The Sexual Harassment Task Force shall, no later than May 1, 2024, make recommendations in the following areas and shall provide such recommendations to the appropriate agencies with authority to carry out the

recommendations or make final decisions regarding them. The recommendations need not be in the form of a report and may remain deliberative discussion items until finalized and accepted:

1. Communications to District Government employees about the District's sexual harassment policies;

2. Updates to required trainings for SHOs and agency General Counsels;

3. Recommendations for building a workplace free from sexual harassment;

4. Any recommended adjustments to prohibitions and disclosures regarding dating, romantic, and sexual relationships; and

5. The performance and progress by the agencies named in this Order in completing the responsibilities assigned to them.

XIV. SUPERSESSION

This Order supersedes Mayor's Order 2017-313 and any other provision of a previous Mayor's Order or practice pursuant to that Mayor's Order, to the extent of any inconsistency.

XV. EFFECTIVE DATE: This Order shall become effective November 10, 2023.

_____

MURIEL BOWSER

MAYOR

ATTEST: _____

KIMBERLY A. BASSETT

SECRETARY OF STATE OF THE DISTRICT OF COLUMBIA

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Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director	CG	3/24/25
2. Chris Earley, Deputy Director	CE	3/21/25
3. Julia Wiley, General Counsel	JW	3/19/25
4. Bill Winston, Associate Director of Community Services	WLW	3/14/2025
5. Ernest Merchant, Program Analyst	EM	3/14/25
6.		

SUBJECT:

Director's Comments:

Action

APPROVAL	CIRCULATE	CORRECTION	FILE	FYI	INVITATION	MEETING	SIGNATURE
☒	☐	☐	☐	☐	☐	☐	☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Greater Washington Urban League NBAP FY25 Housing Services $234,500.00

Grant 2025-03

Originating Office

FROM:E. Merchant	TELEPHONE NUMBER:
DATE:3/14/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE:

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

REV 1.0 10/25/23

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

MAR 24 2025

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel/OGC

Through: Bill Winston WLW
Associate Director of
Community Services

From: Ernest Merchant
Program Analyst

Date: March 14, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Greater Washington Urban League**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$234,500.00**
ATTACHMENTS:	**FY25 Grant Agreement #2025-03** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-03
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

DISTRICT OF COLUMBIA.

COMMUNITY SERVICES
HOUSING COUNSELING SERVICES

GRANT AGREEMENT

BY AND BETWEEN
THE DISTRICT OF COLUMBIA
AND

GREATER WASHINGTON URBAN LEAGUE, INC.

This Grant Agreement ("Grant" or "Agreement"), is made effective as of March 24, 2025, ("Effective Date"), by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the D.C. Department of Housing and Community Development (hereinafter referred to as "Department," "DHCD" or "Grantor") and Greater Washington Urban League, Inc., a District of Columbia non-profit corporation Grantee [DUNS No. Unique Entity Identifier (UEI) J81NAZPM6R39] (hereinafter referred to as "Grantee") with its principal place of business at 2901 14th St NW Washington DC 20009. Grantor and Grantee shall be collectively referred to herein as the "Parties."

RECITALS

1. The Department with offices at 1909 Martin Luther King Jr Avenue SE, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975, D.C. Official Code§ 6-1001 *et seq.*, and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Department is authorized to fund community based non-profit organizations that provide housing counseling services for low- and moderate-income persons.

3. On June 7, 2024, the Department published a Notice of Funding Availability ("NOFA") in the D.C. Register, which announced the forthcoming issuance of the Fiscal Year ("FY") 2025 Request for Applications ("RFA") for the Neighborhood-Based Activities Housing Counseling Services Program ("HCSP"). The RFA was issued on June 21, 2024, that solicited applicants to provide services to District of Columbia ("District") residents as a part of the Department's HCSP. HCSP includes Public Services ("PS"), and Non-Public Services ("NPS") as defined in Section I herein. U.S. Department of Housing and Urban Development ("HUD") approved counseling agencies employing one or more certified HUD counselors are eligible to provide both PS and NPS services, while organizations which do not have HUD approval status may provide PS services only. The RFA included an opportunity for applicants to provide one or more of seventeen (17) services listed in the RFA. These services include HUD-approved counseling in keeping with 24 CFR 5.100 and related Federal regulations (in 2 CFR Part 200, and 24 CFR Part 214) as well as services related to local DC programs which are administered by the Department. The RFA and the requirements set forth therein are also incorporated by reference herein.

4. The Grantee's RFA application demonstrates that its organization possesses project management, and organizational and administrative capacity to successfully perform as a nonprofit grant subrecipient under the Department's HCSP, and accordingly DHCD has determined to award a grant to the Grantee in FY 2025 ("25" or "2025").

5. The Grantor proposes to fund HCSP grant activities in FY 2025 from its allocation of Community Development Block Grant ("CDBG") funds authorized by Title I of the U.S. Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), 24 CFR Part 570.

6. As a condition precedent to disbursement of the Grant proceeds to Grantee for the sole and exclusive purposes described in Exhibit A (which includes the "Statement of Work" and the approved "Workplan", both attached hereto and made a part hereof), the Department requires that Grantee enter into this Agreement setting forth the terms and conditions of the Grant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are hereby incorporated by reference and made a part hereof.

Section I. Definitions.

A. As used herein, the following terms shall have the meanings indicated:

a) **Fiscal Year**: All references to Fiscal Year(s) ("FY") herein refer to the District Government fiscal year which is October 1st to September 30th
b) **Neighborhood Revitalization Strategy Area** ("NRSA") refers to the HUD approved areas of Wards 7 and 8 which have been designated as strategic areas for revitalization. Services to Ward 7 and Ward 8 regardless of whether Public Service or Non-Public Service, attributed to the NRSA.
c) **Non-Public Services** refers to 24 CFR 5.100 counseling services provided to clients in connection with the purchase of a specific home. All other 24 CFR 5.100 counseling is Public Service.
d) **Public Services** refers to all other services and may include group training and/or one on one counseling.
e) **Performance Periods**: The Performance Period is defined as the start date and end date for which Grant funds are awarded to execute an approved Workplan and Statement of Work in keeping with the RFA for FY 2025. (See Section IV below.)

Section II. Exhibits.

The Exhibits listed below and the terms and conditions of the same are incorporated herein and made a part of this Agreement.

A. Services to be Provided
- Statement of Work
- Section 3 from the FY 25 RFA: Services
- Workplan as approved by the Grantor

B. Budget
- Schedules A (3-1) and A (3-2) for the First Performance Period

C. Required Reporting Forms
- Monthly Performance Report on group trainings/orientations/workshops and one on one counseling (in connection with the Statement of Work and Workplan), as well as reports on DHCD certificates issued, outreach and marketing activities, and upcoming group trainings.

- Quarterly Beneficiary Data and Demographics for each of the following (a) PS, (b) NPS, and (c) NRSA activities.
- Quarterly Language Access Report (Optional)
- Quarterly Banking Report (as applicable)
- Quarterly Procurement Report (as applicable)
- Quarterly Submission of Minutes of Board of Directors Meetings

D Method to determine Client Eligibility for Services
E Budget Modification Form
F Drug Free Workplace Certification
G Service Area Eligibility
H Insurance Requirements
I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Section III. Grant Award

A. The Department shall make a Grant of the District's CDBG Entitlement Grant Federal Award No: B-24-MC-11-0001 ("CDBG Federal Award") to Grantee in an amount not to exceed Two Hundred Thirty-Four Thousand Five Hundred Dollars and No Cents ($234,500.00)(the "Grant") and is allocated as follows:

Sources and Uses of Funds:

NRSAs Ward 7 and Ward 8 [CDBG EN]	$ 56,630.00
TOTAL CDBG [EN]	$ 56,630.00
LOCAL FUNDS	$ 177,870.00
TOTAL AWARD [All Sources]	$ 234,500.00

Notwithstanding the source of funds designated above, the Grantor reserves the right to provide funding from another source(s). In all instances, applicable Federal and District laws and regulations shall apply regardless of the funding source. The Grant award shall be used to fund a range of services which HUD has defined as Housing Counseling Services: Public Services and Non-Public Services by a HUD Approved Counseling Agency ("HCA").

The specific Grant activities are described in Exhibit A (attached hereto) which includes
(a) the Statement of Work,
(b) Lines of Services - Section 3.2 of the Request for Applications (RFA), and

(c) The approved Workplan
(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

C. The Grant services will benefit low-and-moderate income persons living in the District of Columbia. In keeping with recent Presidential Executive Orders, Grantees should only use grant funds for US citizens and should maintain such documentation to prove citizenship.[13]

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as Exhibit B. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.

D. The Catalog of Federal Domestic Assistance ("CFDA") number is 14.218.

E. The Uniform Administrative Requirements for Federal Grants are applicable to this grant award and are available online at https:/ www.ecfr.gov current/title-2/subtitle-A chapter-II/part-200?toc=1. Also, the Grantee must comply with the Community Development Block Grants regulations 24 CFR part 570 that govern this award and other related HUD regulations, which are incorporated herein by reference.

Section IV. Grant Term and Periods of Performance

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2025. During this term, there are two Performance Periods. The First Performance Period is the Effective Date to September 30, 2025. The Second Performance Period is October 1, 2025, to December 31, 2025.

Funding for each Performance Period is in the sole discretion of the Grantor and requires meeting all due diligence requirements prior to award.

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[13] Examples of such document may include copies of unexpired state issued Real ID identification or driver's license, unexpired US passport or US passport card, active duty Military ID, current Green Card or Naturalization documents with state issued photographic identification.

The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of Grant funds or other Grant assets.

Section V. Statement of Work/CDBG Eligible Activities/Eligible Costs/Business Operations

A. CDBG Eligible Activities

1. Grantee shall use the CDBG Grant proceeds solely to fund Grantor-approved service activities that are intended to provide services and empower low- and moderate- income persons in the District of Columbia to make informed housing choices and achieve their housing goals, whether it's finding affordable rental housing, purchasing a home or obtaining financial assistance for critical home repairs.

The best way to provide this critical information to a client in order to assist them in their decision-making process is to adhere to 24 CFR 5.100[14] [in which a HUD certified counselor conducts (1) intake (2) financial and housing affordability analysis with affordability calculation (3) an action plan and (4) follow-up counseling to implement the action plan and achieve its stated goals].

The Grant services to be provided are described in Exhibit A. This description includes the major tasks, activities and project deliverables to be provided under this Grant. The Grantor reserves the right to alter or change the District of Columbia program requirements including eligibility, services provided, service methodology, service delivery and program goals during the performance period.

The proposed Grant activities are CDBG eligible activities pursuant to 24 CFR 570.201(e).

2. Grantee shall sponsor outreach events that inform the community about the Grant activities and participate in other community events as requested by Grantor.

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[14] 24 CRF 5.100: "Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling."

3. The Grantee must retain records which demonstrate that each activity funded under this Grant is CDBG eligible and document the amount of CDBG funds expended for each activity. This includes the activity itself, the outcomes, and the records concerning beneficiaries in keeping with subsection (B)(2) below receiving services. Any authorizations needed together with beneficiary statistical information should be obtained by the Grantee during intake or registration. HUD does not grant exceptions or authorize the District to make exceptions to this requirement.

B. CDBG National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention of slums or blight; 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. The Grantee certifies that the CDBG-assisted activities to be carried out under this Agreement will meet the National Objective of primarily benefiting low- and moderate-income persons (limited clientele activities) in accordance with Federal and District Requirements. The minimum threshold requires that at least 51% of the households served with CDBG funding must be low- and moderate-income households; provided however, that a Grantee whose application claimed additional scoring points for agreeing to provide Grant services to more than 51% low- and moderate-income beneficiaries, must adhere to the percentage they elected in their application.[15]

In accordance with the Grantee's election in their Application for a grant award and for receiving additional points in scoring, the Grantee has agreed to exceed the minimum requirement and to serve at least 90% low- and moderate-income beneficiaries.

Note: This percentage cannot be decreased as it was used for scoring in a competitive round of funding.

4. The Grantee shall disclose to any client that services are provided free of charge by a Grant funded by DHCD using Federal funds and therefore the Grantee has certain reporting

[16] In responding to the RFA published June 21, 2024, applicants were given the opportunity to receive additional points in scoring for committing to exceed the CDBG minimum threshold to either a 75% minimum or a 90% minimum.

requirements in order to provide the Grant services free of charge. The Grantee shall use appropriate forms to obtain a client authorization, as required, to comply with the terms of this Agreement and to meet HUD reporting requirements,

C. Staffing

Where HUD requires services are to be provided by a Certified HUD Housing Counselor, the Grantee shall comply with that requirement and not permit services reserved to HUD certified counselors to be provided by others.

To the extent applicable, Grantee agrees to secure the services of qualified personnel that are licensed and bonded in the District of Columbia to perform the CDBG Federal Award activities and services listed in Exhibit A.

Any changes in personnel or their general Grant responsibilities as set forth in Exhibit A are subject to the prior written approval of DHCD. In this regard, it is essential that the Grantee immediately report terminations and proposed new hires to the Grantor.

D. Business Operations

1. Grantee shall observe business hours of operation onsite in their service location(s) that align with District Government hours of operation specifically Monday through Friday 9:00 am to 4:30 pm (DC holidays excepted)[16] and shall ensure that sufficient staff are on site at Grantee's place of business to carry out Grant services.

2. During the hours of operations, Grantee shall have live answered telephones for incoming calls. If the Grantee's phone system utilizes an auto-attendant function or voicemail, announced option to the caller must include an option to press a certain key (such as "0" for an Operator) to be connected to a staff person in real time who can answer and field questions, redirect a caller to a staff person who can address a caller's inquiries, or provide registration information. DHCD and other DC agencies such as the Office of the Attorney General may check Grantee's compliance with this requirement from time-to-time.

[16] DC Holidays include New Year's Day, Dr. Martin Luther King, Jr. Holiday, Washington's Birthday, DC Emancipation Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Day.

E. Grantee may offer clients virtual appointments as well as virtual group informational or educational activities, but Grantee shall also provide clients an option for in-person services (including both in-person one on one appointments as well as some in-person group informational or educational activities.) The Grantee shall not refuse in-person services to DC residents.

F. Housing Resource Center (HRC) and Late Night Hours: As required by the RFA, "Applicants selected for the award shall participate (in a regular rotation) in staffing onsite at the Department's Housing Resource Center (HRC). The HRC provides services to DC residents by appointment and walk-ins." The HRC is located in the Grantor's offices at 1909 Martin Luther King Jr Av SE. The HRC coordinator, in conjunction with the Associate Director for Community Services, will develop a schedule in consultation with Grant subrecipients for staffing the HRC on a rotating basis on weekdays.

RFA applicants were awarded additional points in their score by committing to "Extended Office Hours." The options included providing office hours until 7:00 pm at least one (1) day a week in their office location and/or until 7:00 pm at least two (2) days a month in the HRC.

In accordance with the Grantee's selection in their Application for grant award and funding, the Grantee has committed to serve Extended Office Hours No Commitment to Extended Office Hours in either location.

Section VI. Disbursement/Required Support Documentation

A. <u>Reasonable, Allowable, Necessary, Allocable</u>

1. Grantee may request reimbursement for actual expenses incurred to provide services and as described in the Grant Budget (A 3-1 and A 3-2). Requests must meet all four criteria: reasonable, necessary, allowable, and allocable. (2 CFR 200.305)
   a. ***Allowable costs.*** Reimbursements are limited to the expenses directly related to activities supported by the grant activities and are subject to the regulations of the Federal and District Governments. Expenses related to activities should be necessary, reasonable, allowable and allocable.
   b. ***Limitations on allowable costs.*** A grantee may not use an indirect cost rate to determine allowable costs under its grant.
   c. **Some *Unallowable costs.*** Expenses that are not allowable include (but are not limited to) sales tax, late fees, debts, tips & gratuities, food, alcohol, controlled substances, cash reserves or investments, money given to individuals (including

donations, grants or loans), contributions to organizations, costs of fundraising, fund development, grant writing, advocacy, lobbying, and purchase of goods or services for personal use or benefit.

2. In addition, Grantee must demonstrate to the reasonable satisfaction of the Grantor that Grant performance milestones have been achieved. All requests for payment of eligible expenses shall be associated with the budget line items specified in Exhibit B (Budget Schedule A (3-1), estimated cost invoices and satisfactory Grant performance.

3. Grantees may not be reimbursed for expenses paid through Cash app or other similar peer-to-peer payment platforms, since such platforms create issues for recordkeeping, auditability, and compliance with grant regulations.

4. The Grantee shall not supplant funds or seek reimbursement for expenses that may be reimbursed by another grant (Federal, District, or private) either prior to or subsequent to reimbursement by the Grantor.

5. The Grantee must have the capacity for bookkeeping and accounting services required to track Grant expenses and create payment requests in keeping with Federal and District requirements, either on staff or by a third-party contractor.

6. The Grantee shall create and submit payment requests in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the Grantee to create and submit invoices by selecting the applicable purchase order number which is listed on the Grantee's profile.

7. All Grantees must be registered in the portal prior to invoice submission. The vendor portal website is **https://cfo.dc.gov./supplier_portal**. Please log onto the portal for further details and instructions. Questions can be submitted to **suppliers@dc.gov**.

B. Form of Submission of Payment Requests

1. The cover sheet to the reimbursement package must be the 30A Form of the Department [RCSD DHCD 306A Revised October 2024]. No other cover sheet is needed. This form should contain the Purchase Order Number, the IDIS Number, and the Partial Payment Number in accordance with Department's guidelines.

Payments requests are contingent upon certification by the Grantee in the following form as contained on the 306A (RCSD DHCD 306A Revised October 2024). The Certification is to be made by the chief executive officer, or the chief financial officer or the chief operations officer if the Governing Board has authorized this officer to act on behalf of the board to sign.

"I certify that all items, quantities and prices of work and material shown in the requisition are correct to the best of my knowledge and belief. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information , or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812." (2 CFR 200.415)

2. Page 2 and Page 3 shall be the Reimbursement Request A 3-1 and A 3-2.

3. Page 4 shall be the Invoice Cover Sheet with:
   a. A unique identifier (e.g. a row number or brief alphanumeric code) shall be assigned by the Grantee to non-personnel invoices and with the same unique identifier marked on each and every supporting document (e.g. receipt, proof of payment, cancelled checks, contracts, scopes of works, services rendered, vendor statement or document, Grantee's notes) submitted. The unique identifier shall be listed on the invoice cover sheet.
   b. Vendor's name
   c. Remittance address
   d. Invoice number
   e. Invoice date
   f. Contract number (also known as Grant Number)
   g. Purchase order number (if any)
   h. Invoice Amount
   i. The Amount which the Grantee is requesting reimbursement
   j. Quantity of goods/services delivered. Deliverables. Shipping and payment terms
   k. Other substantiating documentation that justifies and supports the payment request.

4. Page 4 and subsequent pages as needed shall include the supporting documents for the reimbursement request including signed timesheets, payroll reports, invoices from vendors marked as described above. (See Section E below.)

C. HUD Related Requirements

1. Federal regulations require that reimbursement under the Grant is tied to (a) beneficiary data reporting and (b) program performance. Failure to meet reporting deadlines for performance and/or beneficiary service data will suspend temporarily the processing of Grantee payment requests. Staff unavailability does not waive the requirement to meet reporting deadlines, and Grantee shall ensure that adequate staff are trained or cross-trained to prepare and submit reports timely.

2. The Grantee should be aware that HUD maintains an *Integrated Disbursement and Information System* ("IDIS"), a database in which the Grantor must make reports during the performance period on each Grantee's account. HUD flags subrecipient accounts when reporting is not provided by a deadline. Such a flag shall constitute a default. Multiple flags or failure to meet the conditions for HUD to remove a flag may result in suspension or termination in keeping with Section XII (C) of this Agreement.

D. Schedule for Submission of Reimbursement Requests

1. Requests for reimbursement shall be submitted in a timely manner by the date due. Failure to meet a deadline shall constitute a default.

2. On the 10th day of each month, the Reimbursement Request shall be for the prior month; provided however, the September reimbursement request must be submitted earlier in October on the date specified by the Office of the Chief Financial Officer of the District of Columbia, which is usually between the 5th and 7th day of October. *(Grantee may wish to use other funding sources for the late September payroll to facilitate meeting the deadlines.)*

3. In order to close-out the grant by September 30th, the October request should be the only request submitted in September.

4. The monthly schedule for submission is as follows:

Month	Due Date
March	April 10th
April	May 10th
May	June 10th
June	July 10th
July	August 10th
August	September 10th
September	October 5th or 7th as specified by the DC CFO
October	November 10th
November	December 10th
December	January 10th
January	February10th
February	March 10th

5. As applicable, expenses incurred pursuant to a project commitment in IDIS that has been approved by the Grantor and are otherwise eligible for reimbursement at the Grantor's sole discretion, may be reimbursed, regardless of when those expenses were incurred.

E. Source Documentation

1. All costs and obligations incurred under this Grant Agreement must be supported by source documentation (e.g. invoices, receipts, contracts, canceled checks, etc.). Documentation may also include approved time distribution sheets and certified payroll reports for employees and contracts.

2. The Grantee must satisfy all documentary requirements to the reasonable satisfaction of the Grantor prior to the disbursement of Grant funds.

F. Requirements Applicable to Disbursed Funds/No Escrow

1. Grantee shall not escrow Grant funds. However, nothing shall prohibit the Grantee from supplementing funding for these activities from other sources including other grants, funders or donors.

2. Any cash advances disbursed pursuant to this Agreement must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate

cash requirements of the Grantee in carrying out the purpose of the Grant. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct Grant program or project costs and the proportionate share of any allowable indirect costs.

3. If at any time it is determined that more Grant funds are disbursed to Grantee than what was required by the Grantee's immediate disbursement needs, Grantee shall immediately return to Grantor the excess funds.

4. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations or fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee.

G. The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect cost rate, as further described in Section (C)(4) and Section (C)(5) (Reporting Requirements) below.

H. In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant proceeds within three (3) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant proceeds, unless another date shall be agreed to be the parties in writing. The Grantor reserves the right to recover such losses by any legal remedy available.

Section VII. Budget Modifications

A. Any amendments to the budget (change in the amounts specified in the individual cost categories set forth in Exhibit B). may be approved by the Grant Administrator, so long as the total amount of the budget is not exceeded.

B. Any increase in the total Grant amount must be approved by the Director of the Department. If the change is made at the request of the Grantee, the request shall be in writing dated and shall be submitted on a Budget Modification Form, attached hereto as Exhibit E.

1. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and dated using the appropriate excel format or the appropriate online portal if available.

2. The Grantee shall make modification requests by June 1st, to allow sufficient time for processing prior to the start of the fourth quarter of the fiscal year. No more than two modifications may be required in the performance period. Requests for modification to the budget shall not be approved after June 1, 2025, except for extenuating circumstances specified in writing, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion.

3. The Department will not approve reprogramming of personnel funds for positions not filled in compliance with this Agreement and Grantee's personnel policies submitted to Grantor. If at any time DHCD requires a more detailed budget breakdown than the one contained herein, the Grantee shall provide such supplemental budget information in a timely fashion and in the form and content prescribed by DHCD.

Section VIII. Conditions Precedent to Grant Closing and Grant Disbursement

Grant closing shall mean the date on which Grantee has satisfied all conditions precedent to execution to the satisfaction of the Grantor, at which time both parties have executed and delivered the Grant Agreement. No Grant proceeds shall be disbursed prior to Grant closing.

The following conditions must be met prior to Grant closing:

A. Eligibility Determination. Determination by the Grantor that Grantee's proposed Grant activities meet eligibility and national objective requirements specified by the CDBG Program regulations at 24 CFR §§ 570.200 through 570.209. Grantor has determined that the proposed Grant activities are eligible for CDBG Program funding pursuant to 24 CFR 570.201(e) (provide housing counseling services to low- to moderate-income households).

B. Environmental Clearance. Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historic preservation reviews, and HUD has issued an approval of the release of funds.

C. Due Diligence Submissions. The following items must be delivered to DHCD for approval prior to Grant execution and Grant closing:

1. Articles of Incorporation, organizational by-laws and certification of nonprofit status.
2. Board/Corporate Resolution, memorializing
   a. the Grantee's intent to enter into this Agreement
   b. identifying the total Grant amount of the award
   c. identifying the Grant Number
   d. identifying the funding source(s) of the award, and
   e. identifying the authorized person by name and title who is authorized to sign on behalf of the corporation to enter into this Agreement.
3. Certificate of Good Standing
   a. issued by the DC Department of Licensing and Consumer Protection (DLCP)
   b. certified within 6 months of the Effective Date of this Agreement.
4. Certificate of Clean Hands
   a. issued by the DC Office of Tax and Revenue (OTR)
   b. certified within 90 days of this Agreement.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia to carry out the Grant activities.
6. Evidence that Grantee has obtained insurance, as provided in Exhibit H. If the renewal period for any insurance requirement occurs during the Grant performance period, the Grantee is required to submit to the Grantor evidence (Certificate Of Insurance) of insurance renewal to cover the remaining Grant performance period.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Effective Date.
8. An Affirmative Action Plan ("AAP") must be submitted by the Grantee for review and approval by the District prior to Grant execution and the disbursement of any Grant proceeds. The AAP shall be in a form to be determined by the District and must detail the Grantee's efforts to comply with the District's goals for achieving equal employment in District government contracts and set forth specific standards for the utilization of minorities in all job categories, as required by Mayor's Order 85-85 and District law.
9. Drug-free Workplace Certification (Exhibit F).
10. Debarment affidavit and verification confirming that Grantee is not debarred or suspended or otherwise excluded from or ineligible for participation in federal or District assistance programs under Executive Order 12549 or District law.

D. Opinion of Counsel. Grantee shall submit a written opinion of the Grantee's attorney, which states that the attorney has read the Grant documents and that the Grantee:

- Is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary.
- Has the full authority and legal right to carry out the terms of this Grant Agreement and all documentation required hereunder to be executed by Grantee; and
- Has taken all actions to authorize the execution, delivery and performance of this Grant Agreement and any documents required to be executed in connection with the Grant according to their respective terms

The Opinion shall further state that none of the aforesaid actions, undertakings or agreements violate any restriction, term, condition or provision of the Grantee's organizational documents or any contract or agreement to which Grantee is a party or by which it is bound. The Opinion must identify the Grant Agreement by name and Grant number, and the counsel must specifically identify the documents upon which the Opinion is based.

E. Current on District Obligations. Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant, including all local taxes and charges affecting Grantee's business.

F. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Proceeds, including, but not limited to the Council of the District of Columbia and the Chief Financial Officer of the District of Columbia.

G. Clearance Approval issued by the DHCD Office of Program Monitoring.

Section IX. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. The Grantee shall cure all report deficiencies identified by the Department and resubmit for approval by the Grantor within 14 calendar days of the notification. The requirements of monthly and quarterly reports [VII.(A) and (B) are in Exhibit C.]

A. Monthly Reporting

Monthly Performance Reporting. The Grantee shall use the online reporting portal provided by the Grantor and shall provide a complete performance report by the 10th day of each month reporting on Grant activities, accomplishments and performance of the prior month. Failure to submit the report by the tenth day of the month following the end of each

month shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

B. Quarterly Reporting

On the 10th day of January, April, July, and October, the following quarterly reports for the previous three months shall be due and provided by the Grantee in the form and method required by Grantor:

1. Quarterly Report on **Beneficiary Data and Demographics** (separate reports for PS, NPS and NRSA).

2. **Banking Report** (as applicable)

3. **Non-expendable Equipment Inventory Report** (as applicable) (the purchase or lease of non-expandable equipment). The purchase of all computer equipment must have prior approval from the Department.

4. **Procurement Report** (as applicable).

5. Copies of the **Minutes of the Board of Directors** meetings, which took place during the previous quarter; and

6. **Language Access Report** (optional) If services are provided in languages other than English, we encourage a language access report to be made.

Failure to submit any or all Quarterly Reports by the tenth day of the month following the end of a quarter shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

C. Additional Report Requirements

The following reports are due to the Department within the timeframes indicated below. If these documents were previously submitted, they must be updated and resubmitted.

1. Fringe Benefits Report

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects funded from the proceeds of this Grant shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefits rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the change. The report shall be submitted to DHCD within fifteen (15) days of Grant execution.

The fringe benefits rate for any personnel costs funded by this Grant shall not exceed 20% of the base salary rate indicated in Schedule A Form A (3-2) of the budget (Exhibit B).

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to the date of the Offer Letter.

All personnel costs approved under this Grant Agreement must be filled within ninety (90) days of Grant execution or within ninety (90) days of the vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than ninety (90) days, whether intermittent or consecutive, at any time during the Grant period may result in the loss of funds for the position.

Grantee must submit transcripts of training or continuing education for individual staff and counselors to the Grantor.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with CDBG funds, in accordance with the requirements specified in 2 CFR Part 200 (Exhibit D). The property inventory list must include, at a minimum, a short

description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

a. The Grantee shall submit a budget and Cost Allocation Plan showing its direct and indirect costs and the allocation of such costs to the Grantee's activities, including the administration of the activities and services provided under this Agreement. The plan must show all allowable and unallowable costs and how such costs are included in the direct and indirect costs in accordance with 2 CFR Part 200.

b. A current Cost Allocation Plan must be submitted no later than thirty (30) days following Grant execution.

c. The Cost Allocation Plan must include all sources of funding for the Grantee, including this, Grant and to which program/cost centers each source has been applied using the Grantee's chart of accounts (referencing individual budgetary line items).

The Grantee must provide:

i. the total amount of funding from each funding source,
ii. the total staff employed by the Grantee, regardless of funding source, staff allocation per grant/program and the estimated percentage of time spent per grant program.

d. As required by HUD, the Cost Allocation Plan is subject to approval by the Grantor. The Grantee shall cure any defects or omissions in the Cost Allocation Plan within 60 calendar days of the notice to cure.

e. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. The waiver request must detail the reasons for the waiver request and include a copy of the relevant audited financial statements.

f. Claims for reimbursement of documented Grant expenses shall comply with 2 CFR Part 200 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.

5. Indirect Cost Rates

a. Grantees may request reimbursement for indirect costs based on their Cost Allocation Plan. The Cost of Allocation Plan must be reviewed and approved by the Grantor. The Grantee is required to keep records of the expenses charged to the Indirect Cost Rate for monitoring and close-out.

Grantees with Indirect Cost Rates are required to use their indirect cost rate. Grantees with provisional rates must demonstrate the rate is not expired or that it is currently used by a Federal Agency in awarding Federal funds to the Grantee during the current Fiscal Year. Other Grantees may use the Federal *de minimis rate* of 15%. In either case (*De Minimis rate* or Federally Approved rate), Grantee shall maintain records (available during monitoring, or close-out or upon request) indicating which costs in the cost allocation plan and the dollar amount have been attributed to the Indirect Cost.)

Indirect cost rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with supporting documentation. DHCD will not make adjustments to indirect cost rates after June 1st.

The Grantor does not issue or award Indirect Cost Rates.

Grantees who wish to obtain a Federally authorized Indirect Cost Rate are encouraged to contact the "Cognizant Agency" which is the US Department of Health and Human Services.

b. For all personnel costs funded under this Agreement, Grantee must maintain documentation for use of indirect cost funding and provide the same when requested for verification of expenditures in keeping with the approved cost allocation plan, including, but not limited to cancelled checks, employee signed and supervisory approved employee time sheets, invoices and bank records.

c. Expenses charged to an indirect cost rate must be accompanied by and cross-referenced to and reconciled with an independent audited financial statement, which accounts for all (grant funded and non-grant funded) activities by the Grantee during the fiscal year in which the indirect cost rate is based.

6. Organizational Audit

Grantee must submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year.

Note to All Grantees: All Grantees must ensure their financial records are available for review or audit by appropriate officials of the Federal Government and the District Government.

7. Auditor's Management Letter.

Grantee shall submit an auditor's Management Letter to the Grantor at the time it submits the annual audit.

8. Procurement Policy, Accounting Policies and Procedures, and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution, the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of the Grant. These policies and procedures shall be in accordance with the requirements of 2 CFR Part 200. The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

If the Grantee has previously submitted these documents, and the documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a certified statement (the "Re-certification Letter") to the Grant Administrator indicating when the most current document was submitted to the District and certifying that no changes to these policies and procedures have since been made.

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D. Summary of Report Deliverables and Receipt Due Dates:

	Report	Receipt Due Date
1	Monthly Performance Report	No later than the 10th day of each month
2	Quarterly Beneficiary Data	No later than January 10th, April 10th, July 10th and October 10th – a separate report for each use: PS-NPS-NRSA
3	Language Access Report (Optional)	No later than January 10th, April 10th, July 10th and October 10th
4	Fringe Benefits Report	Within 15 days of Grant execution
5	New Hires/New Employees Information (Job Description & Resume) HUD certificate if certified counselor	10 Days prior to the Offer Letter of Employment being sent to the candidate
6	Notice of Vacant Position	Within 10 days following the vacancy
7	Non-expendable Equipment Report	Within 15 days of Grant execution and quarterly thereafter
8	Procurement Policies and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
9	Accounting Manual and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
10	Cost Allocation Plan (based on and tied to the most recent audit)	Within 30 days of Grant execution
12	Independent Financial Audit	Within 90 Days of the Close of the Grantee's Fiscal Year

	Report	Receipt Due Date
13	Single Audit Report (if applicable)	Within 30 Days of submission to the Federal Audit Clearinghouse
14	Auditor's Management Letter	Submitted with the submission of the Audit
15	Requests to revise Budgets and/or Workplans	Prior to the 1st day of June
16	Grantee's Close-Out Report (Section XV.) Inventory Report & Annual Report	Within 90 Days of the end of the Term of the Grant.
17	HUD 9902	Within 30 Days of Submission to HUD
18	HUD Monitoring Report	Within 30 Days of Receipt from HUD monitor or the HUD intermediary monitor.

Section X. Accounting/Audit Requirements

A. Accounting System

1. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in Exhibit B.

2. Accounting records should be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.

3. Any funds provided to the Grantee or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest-bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

Grantee shall submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year, contingent on the following:

1. Grantees receiving an aggregate of $1,000,000 or more from all funders in Federal funds must in accordance with Federal regulations obtain an independent audit (Single Audit Act of 1984 , Single Audit Amendments Act of 1996, and 2 CFR Part 200). A standard audit may be supplied pending the completion and submission of the Single Audit.

2. Grantees:
   (a) Required to be audited by any State or political subdivision(s) thereof (whether by statute or regulation) or
   (b) Who conduct an audit to submit to any government or private funder, or foundation or corporate funder or
   (c) Whose governing body or senior management obtains an audit,

   shall be required to submit that audit to the Grantor upon receipt of the same.

If the Grantee is not audited in accordance with (1) and (2) above, the following shall apply:

3. A Grantee whose corporate entity receives or expends less than $999,999 as reported to the Internal Revenue Service in the 990 Tax Return without amendments, deletions or summarized details must file with the Grantor a financial report prepared by an independent Certified Public Accountant and certified by the same that contains:
   - income statement or Statement of Activities,
   - balance sheet or Statement of Financial Position,
   - statement of Functional Expenses by program or cost centers such statement to break out separately the Grantor's funding by Grantor's program(s) separately from all programs or cost centers used.
   - statement of cash flows, and
   - independent review and certification of the financial statements including a review of the management's financial internal controls.

   In addition, the nonprofit organization must file a biennial audit that covers both years within a biennial period. See 2 CFR Part 200, Subpart F.

4. The Grantee shall fully clear any deficiencies noted in the audit reports within sixty (60) days after receipt by the Grantee.

5. . Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default of this Grant and may result in the withholding of future payments and/or debarment from participation in future Grants.

Section XI. Grant Administration

The Grant Administrator is:

William Winston
Associate Director for Community Services
DC Department of Housing and Community Development
1909 Martin Luther King Avenue SE, Room 304
Washington, D.C. 20020.

The telephone number is (771) 208-9628. All concerns regarding the technical implementation and interpretation of this Grant are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line-item changes and terms) where there is no dollar increase.

Section XII. Repayment of Grant Funds/Grant Performance Monitoring Default and Remedies

A. HUD Monitoring

The Grantee is subject to monitoring by HUD and agrees to provide all required information, data, records, files including client files, case notes, correspondence and emails, reports, beneficiary data, performance data, financial records, supporting documentation, to satisfy HUD monitoring. Notwithstanding the date of a finding by HUD, should HUD make a finding, the Grantee shall be responsible to cure the defect, and should HUD require repayment of Grant funds for any reason to the Federal Government, the Grantee shall be responsible for repayment in the amount specified by HUD. Repayment shall be made to the District of Columbia and by the District to the Federal authority in satisfaction of the HUD requirement. HUD monitoring is not confined to the performance period but extends through the record retention period provided in Section XV.

B. Grant Performance Evaluation

1. DHCD will monitor the performance of the Grantee to ensure that the goals and performance standards stated in the Statement of Work and Work Plan and RFA are being achieved according to schedule and within budget.

2. All records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. Grantee shall make timely submission of all information and/or records requested by DHCD or HUD to assess performance under the Agreement.

C. Suspension or Termination of Grant Assistance

1. In accordance 2 CFR 200.340 and 200.341 and 200.343, suspension or termination of CDBG Grant assistance may occur according to the Default provision in subsection D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner.

2. If Grantee fails to correct the substandard performance within thirty (30) days after receiving written notice from DHCD, suspension or termination of this Agreement will be initiated.

3. In accordance with 2 CFR 200.340(a), suspension or termination of Grant assistance may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

Subject to any applicable notice requirement and right to cure, the occurrence of any of the following shall constitute an event of default:

1. Failure to comply with any of the CDBG Program rules, regulations or provisions referred to in this Agreement, or such other Federal or District statutes, regulations, executive orders, District of Columbia mayoral orders, HUD rulings, policies or directives applicable to this Grant:

2. Failure to comply with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement.
3. Substandard performance by the Grantee or any of its agents under this Agreement, as determined in the sole and reasonable discretion of DHCD; or
4. Improper use of funds provided under this Agreement.

A determination of default shall be made in the sole and reasonable discretion of DHCD.

E. Remedies for Default

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of a written notice to the Grantee, Grantor may take one or more of the following actions, as determined in its sole discretion:

1. Terminate and suspend further disbursement of any remaining Grant assistance.
2. Disallow all or part of the cost of the activity or action that is not in compliance with this Agreement.
3. Wholly or partially suspend or terminate the current Grant award; or
4. Take other legal remedies that may be available.

F. Termination for Convenience

The Grant may be suspended or terminated on the basis of convenience as provided in 2 CFR 200.340(a).

G. Reversion to DHCD of Grant Assistance

1. Upon default by the Grantee under the terms of subsection D above, which has not been cured, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request the following:

i. Any Grant funds in its possession (whether or not committed),
ii. Any accounts receivable attributable to the use of Grant funds; and
iii. The portion of any income directly generated by (or the prorated proportion of) Grant funds for the activities described in this Agreement.

2. Upon final completion of the projects and activities for which CDBG funds have been provided by DHCD, expiration of the term of this Agreement, cancellation, or determination of this Agreement, the Grantee shall transfer any unspent, excess or surplus CDBG Grant funds, to include accounts receivable attributable to the use of the CDBG funds.

H. Grantor Non-Waiver

DHCD's delay or failure to act with respect to a breach by the Grantee does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section XIII. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, and 2 CFR Part 200, as deemed applicable by the Grantor. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Fund Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Organizational Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter arising from this Grant Agreement.

D. Cancellation Ceiling

In the event of cancellation of the Grant because of non-appropriation of funds for a specific fiscal year, there shall be a cancellation ceiling of zero dollars.

E. Anti-Deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, Grantor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code§ 47.105. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-Deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section XI. of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements.
2. Performing technical evaluations as required.
3. Interpreting the Statement of Work and other language in the Grant.
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with the District and other laws and regulations applicable to the Grant.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

George H. Lambert, Jr.
President & CEO
Greater Washington Urban League
2901 14th Street, NW
Washington DC 20009
(202) 265-8200
glambert@gwul.org www.gwul.org

H. Misuse of Grant Funds

Any alleged fraud, waste, abuse or mismanagement of Grant funds shall be immediately reported to the Grantor and the District of Columbia Office of the Inspector General ("OIG"). The OIG may be reached at (202) 724-TIPS (8477) and (800) 521-1639 or at oig.dc.gov

I. Nonassignability

Grantee will not sell, assign, pledge or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

Section XIV. Insurance

A. The Grantee shall obtain at least the minimum insurance coverage set forth in this Section XIV. and Exhibit H prior to the Effective Date and keep such insurance in force, as may be applicable, throughout the Grant period of performance.

B. Fidelity Bond: The Grantee must procure Fidelity Bond coverage in an amount equivalent to the total Grant budget. Pursuant to 2 CFR Part 200, Fidelity Bond coverage is required to protect the District's interest in the dollar amount of the Grant. Should Grantee be unable to procure a Fidelity Bond, Grantee shall submit proof that it has obtained general liability insurance that covers internal employee criminal activity or directors' and officers' liability insurance.

Section XV. Records Retention/Access

A. Records Retention

The Grantee shall retain all records demonstrating compliance with CDBG requirements and that are pertinent to this Grant for no less than five (5) years from Close-out of this Grant Agreement, including any extension thereof made in accordance with Section XVI. [Option to Extend] and including but not limited to Close-Out in IDIS of any HUD requirements. See Exhibit 5.1 in this link: https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-5.pdf

B. Extension of Retention Period

Notwithstanding the foregoing retention requirement in paragraph A above, if any litigation, claim, HUD monitoring or audit is initiated before the expiration of the retention period, records shall be retained for a period of not less than four (4) additional years following completion of the actions and resolution of all proceedings (e.g. litigation, claim, HUD monitoring or audit) involving the records.

C. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility, progress and achievement toward program goals and secure such records in a manner subject to applicable privacy laws. Such data may include, but is not limited to, client name, address, income level, case notes, correspondence and a description of service(s) provided. The Grantee shall use software which is HUD compliant to maintain client records. The Grantee shall transmit client records and files in a manner that is compliant with HUD's Personally Identifiable Information (PII) requirements.

D. Access to Records

All Grantee books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Grant funds shall be made available to the Department, HUD, its designee, representatives of the Inspector General of the District of Columbia or the Office of the DC Auditor at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.

E. National Objectives

The Grantee agrees to maintain documentation that demonstrates that the activities carried out with CDBG funds provided under this Grant meet the CDBG national objective of benefiting low- and moderate-income persons, as defined in 24 CFR part 570.208.

F. Copyright

If this Agreement results in any copyrightable material or inventions, DHCD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Section XVI. Federal and District Public Policy Requirements

Grantee shall fully comply with the following Federal and District policy requirements, as deemed applicable by Grantor:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federal-assisted and federal conducted programs and activities .

C. The requirements of Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

D. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.-) and implementing regulations at 24 CFR I part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

E. The requirements of Executive Order 11246, as amended by Executive Orders 11375. 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

F. The Conflict of Interest provisions of Federal and District laws strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of Federal funds to comply with 2 CFR 200.317 to 200.327 and

any sections of Title of 24 the Code of Federal Regulations concerning CDBG funding which are more restrictive than the Uniform Guidance Code for use of CDBG funds. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within (fifteen) 15 business days of execution of the Grant Agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict-of-Interest declarations to be executed by each employee and board member.

G. The Hatch Act. Chapter 15 of Title V. United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

H. The National Environmental Policy Act or other legislation implemented by 24 CFR part 58.

I. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement as Exhibit F.

J. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991H FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.

2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any grant,

or the entering into any extension. continuation. renewal, amendment of modification of any grant.

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and

c. He or she will include the language of the certification in all sub- grant awards at any tier and require that all recipients of sub-grant awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this Grant imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure, as the applicable grant shall so provide.

K. The Americans with Disabilities Act of 1990 (ADA) - Notwithstanding anything contained herein to the contrary, during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

L. The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are applicable pertaining to economic opportunities for low and very low-income persons. 24 CFR part 135.

M. First Source Program - Contractors and subcontractors of a government-assisted Project totaling $300,000 or more must comply with the District's goals for the recruitment, referral and placement of District residents. See D.C. Law 5-93, as amended, D.C. Official Code§ 2-219.01 et seq.

Section XVII. Close-Out Provisions

Activities and tasks during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor, and determining the custodianship of records (which shall remain the responsibility of the Grantee unless a determination is made otherwise). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over District appropriated funds and the record retention period, whichever is longest. Grantee shall submit the following items within the time frames indicated in this Section after completion of Grant activities or expiration or termination of this Agreement.

1. All activities are eligible, were completed and met a national objective.
2. All grant funds were expended in full, or all remaining funds are to be returned to Grantor.
3. All reporting requirements were completed and submitted (except for the final report that is submitted during the closeout process).
4. Any special conditions were met; and
5. All deficiencies or corrective actions affecting the Grant were resolved.

A. Grant Close-Out Report

The Grantee shall submit to the Grantor a Grantee's Close-Out Report ("Report") within ninety (90) days after expiration of the Grant term, termination of the Grant, or final payment for activities under this Agreement, whichever occurs later. This Report, at a minimum, shall include a narrative of the Grantee's completed tasks based on the activities, performance measures and goals set forth in the Statement of Work. The Report shall be completed using a form provided by the Grantor. The Grantee shall provide any information or data Grantor requests for Close-Out. In the Grantor's sole discretion, the reporting provided during the term of this Agreement may be accepted in lieu of the Grantee's Close-Out Report if those reports contain all information required in this section.

B. Documentation of Expenses

Within ninety (90) days after the expiration of the Grant, the Grantee shall provide to Grantor documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses.

C. Equipment Inventory

The Grantee shall submit to Grantor a list of all furniture, fixtures, equipment and vehicles purchased with Grant funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with 2 CFR Part 200.

D. Audit

The Grantee shall submit an audit or financial statement, as applicable, and as provided in Sections IX and X. of this Agreement.

E. Transfer of Records

Grantee shall, within ninety (90) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

F. Grantee's Obligations

The Grantee's obligations to DHCD remain in effect through the period of record retention as stated in Section XV.

Section XVIII. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion, and if legally permitted, extend the term of the Grant no more than two (2) times for one-year terms, or any fraction of one year, or multiple successive fractions thereof.

B. Grantor will endeavor to provide Grantee a preliminary written notice of its intent to extend at least thirty (30) days before the end of the Grant Term. The preliminary notice does not commit the District to an extension or authorize additional Grant funds to Grantee.

C. Any extension of this Grant is contingent upon the appropriation of funds for the applicable time period. However, the availability of funds shall not obligate the District to extend the Grant.

Section XIX. Total Agreement

The Grant Agreement, including specifically incorporated documents (to include the approved Statement of Work, the Work Plan, the approved Budget and the Grant attachments) constitute

the total and entire agreement between the Parties. Grantee understands and agrees to comply with the incorporated references contained in this Agreement and all applicable District and Federal laws and regulations.

Section XX. Applicable Law.

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia, unless otherwise controlled by federal law. In any proceeding relating to this Grant Agreement, each of Grantor and Grantee, hereby irrevocably submits to the jurisdiction of the Courts of the District of Columbia for the purposes of any suit, action or proceeding arising out of or relating to this Grant or transactions contemplated hereby.

Section XXI. Severability.

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XXII. Amendment.

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Grant activities, or the amounts specified in the Budget without the prior written approval of Grantor. The Grantee may request in writing approval of any proposed change to the Statement of Work or Workplan or the amounts specified in the eligible cost categories of the Budget and shall provide adequate supporting information and a revised budget along with its request. All such requests must be signed and dated.

Section XXIII. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or fully, by the Department.

1. The written or printed materials must include the authorized DHCD logo.

2. Written or printed materials include, but are not limited to, newspaper, radio and television announcements or advertisements, websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.
4. Grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to Grantee.
5. Grantee must provide copies of all marketing materials, brochures, flyers and other materials that publicize grant-funded activities to Grantor via email at dhcd.occo@dc.gov

Grantee shall publicize, as appropriate, to its constituency through social media, print, and online postings, DHCD communications and events that are related to Grant supported activities.

Section XXIV. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code§ 2-531 *et seq*. provides for the disclosure of public information. Specifically, the law provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Official Code § 2-170 1 (13) .

This serves as your Notification that information /documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code§ 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXV. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, homeless status, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Sexual harassment is a form of sexual discrimination which is prohibited by the Act and Mayor's Order 2023-131 (Updated District Government Sexual Harassment Policy, Guidance, and Procedures), which is attached hereto as Exhibit I.

The prohibition against workplace sexual harassment extends to third parties doing business with or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies. By executing this Agreement, Grantee affirms that it will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1 I 00 et seq. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated.

Section XXVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addresses:

NOTICE TO GRANTEE:

Greater Washington Urban League
2901 14th Street, NW
Washington DC 20009
Attn: George Lambert (President & CEO)

NOTICE TO GRANTOR:

D.C. Department of Housing and Community Development
Community Services
1909 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
Attn: Director

DHCD Contract No. 2025-03
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-03
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTOR SIGNATOR PAGE]

DISTRICT OF COLUMBIA, a municipal Corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Colleen Green
Director

Legal Review:

Julia Wiley
Office of the General Counsel
Department of Housing and Community Development

3/19/25
Date

[Signatures continue on the next page]

DHCD Contract No. 2025-03
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTEE SIGNATURE PAGE]

GREATER WASHINGTON URBAN LEAGUE, INC.
a District of Columbia non-profit corporation

George H. Lambert , Jr.
President & Chief Executive Officer

03/31/2025
Date

DHCD Contract No. 2025-03
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit A Services to be Provided

- Statement of Work
- Section 3.2 Services (from the FY25 RFA)
- Workplan as approved by the Grantor

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education and training services to support DHCD's housing programs and initiatives, and to promote compliance with District housing regulations. All of the services are intended to empower potential homeowners, actual homeowners, and tenants for the purpose of preserving of affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership; (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached workplan and performance measures. Marketing and outreach for the services provided is a activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of these service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling; (b)the Grantee's additional knowledge of the individual and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and it shall be maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow up and conduct a final assessment of the impact of the services provided. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A4: Inclusionary Zoning Orientation
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program

CATEGORY C: TENANTS AND TENANT GROUPS
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

SECTION 3: PROGRAMMATIC REQUIREMENTS

3.1 Eligibility for Federal Funding

The services in this RFA will be conducted through grant agreements using Federal funds (Community Development Block Grant (CDBG) and, as available, some District Funds. The Department will provide a full informational briefing to the awarded grantee(s) about the grant funding source's ongoing administrative and programmatic requirements. Whether grants awarded under this RFA are funded locally or with federal funds, all grants will be managed to the higher standards and requirements whether Federal or District.

Federal regulations have established national objectives requiring all CDBG-funded activities beneficiaries to be at least 51% low- and moderate-income persons or households. The national objective is achieved through "limited clientele benefit"—that is, by verifying the incomes of each beneficiary of the services provided. The applicant must demonstrate that it has the capacity and the intention to verify the household incomes of beneficiaries to meet the national objective of providing benefits to 51% of low- and moderate-income persons.

Client income certification is also an important element of ongoing program activity for many DHCD housing programs. (See Section 3) Applicants should review in detail the federal income requirements for programs, activities, and grantee (sub-recipient) eligibility under the Community Development Block Grant program regulations at 24 CFR 570. 200-210,

- https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-570/subpart-C?toc=1

and HUD Housing Counseling Program Regulations: 24 CFR Part 214,

ps://www.ecfr.gov/current/title-24/subtitle-B/chapter-II/subchapter-B/part-214?toc=1

3.2 Housing Services: Description of Housing Programs and Services

Please Note: Specifications and programmatic requirements may change from time to time during the award period at the discretion of the Department.

The following describes seventeen services in the Housing Counseling Program. These constitute the services for which the Department is seeking Applicants to provide services to DC residents. Applicants should select at least one service for which they are applying; however, the Applicant may select more than one. The Department is not obligated by the Applicant's selection to make an award. Applicants are responsible to demonstrate their capacity in their application to provide the services for which they have applied. Capacity includes staffing patterns including qualifications and experience, other funding resources, case management systems and programmatic activities. Historical data can also be considered in demonstration of organizational capacity. Applicants should be aware of Legal Citations noted throughout this section as well as the references to the Code of Federal Regulations (CFR).

Category A: HOMEOWNERSHIP

A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program
A6: Income Certification for the Property Acquisition and Disposition Division (PADD) Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY

B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B12: Legal Services for Seniors and/or Coop & Condo Associations
B13: Technical Assistance for Coop and Condo Associations
B14: Technical Assistance for Owners of Small Rental Properties

CATEGORY C: TENANTS AND TENANT GROUPS

C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

Each particular service has specific requirements described in the following pages. Applicants are expected to utilize this guidance in the performance of these services.

CATEGORY A: HOMEOWNERSHIP

Legal Citations Governing Program Area in Category A

Applicants to provide services in Category 1 should review in detail the following legal citations governing the District's homeownership programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for homeownership pursuant to the relevant citations.

- Home Purchase Assistance Program: DC Code 42-2601 and 14 DCMR, Chapter 25
- Employer-Assisted Housing Program: DC Code 42-2501 and 14 DCMR, Chapter 36
- Inclusionary Zoning: Legislation Pending, Bill 17-586, 17-618, 17-619

A1: HUD Housing Counseling
This activity is open to applicant organizations which are HUD approved employing one or more HUD certified counselor(s). Such counseling is often (but not exclusively) in the pursuit of homeownership or credit repair and improvement or to improve their housing condition.

Grantees of this service should be familiar with 24 CFR 5.100 and with 24 CFR 214.

Housing counseling is independent expert advice provided by a HUD certified housing counselor (24 CFR Part 214) customized to the needs of the client. It is aimed at addressing housing barriers and providing support to the client to achieve their housing goals. This counseling service must include: (1) intake (2) financial and housing affordability analysis (3) an action plan[2] and (4) follow-up counseling to implement the action plan and achieve its stated goals *(24 CFR 5.100).*

The action plan should identify the steps needed for the client to achieve his/her housing goals. These actionable steps include, but are not limited to, review of the client's credit report with explanations of its meaning and items that impact (or may improve) the credit score, creation of a budget and methodologies to track one's income and spending, debt reduction planning, and savings planning. Follow-up should track the client's progress toward the goals of the action plan. Other programs and services including group educational opportunities may complement the one-on-one counseling with a certified counselor. Counselors, therefore, may appropriately make referrals to programs and services as well as to group educational activities that support and implement the goals of the action plan.

Counseling organizations are required to maintain case files including items 1-4 above as stated in 24 CFR 5.100. It is critical that files with records and case notes be kept in such a way that if a client's counselor is no longer available, either temporarily or permanently, another certified counselor in the organization can understand based on the file the client's circumstances, action plan, progress and where the client is in achieving his/her housing goals.

Organizations providing this service should have working experience with credit counseling and repair, with consumer credit bureaus and consumer credit laws. Ideally, they should be familiar with creditor tactics, liens, judgments, repossessions, and other obstacles to credit improvement.

It is critical for the counseling organization to make efforts to keep the client engaged in the counseling process and such attempts and outreach should be documented in the case file.

In accordance with HUD requirements, counseling organizations may close files if a client does not respond to outreach efforts over 60 days. The last outreach attempt should document that the file will be closed as of a specific date if nothing further is heard from the client. If the client should return to client after the 60 days, a new file should be opened.

[2] Except for reverse mortgage counseling.

Post-purchase follow-up

a) Grantees must continue their counseling relationship with customers once they become homeowners. This follow-up should continue for a period of time after purchase to ensure the homeowner's housing stability.
b) Grantees may make use of post-purchase programs using either their own programming or making referrals to other Grantees who provide such programming (*e.g.* B1 General Home Management and B2 Foreclosure Counseling).
c) If problems arise, it will be the grantee's responsibility to address them quickly as time is of the essence, and to address them as efficiently as possible. Where the District's investment is involved, counseling should include ways to protect the DC investment.
d) When working with clients who have an HPAP deferment period ending, Grantees must provide dedicated counseling services to those borrowers. In particular, grantees will be asked to make an updated assessment of each borrower's financial status regarding the appropriateness of continued deferment.
e) Potential delinquency, or foreclosure prevention, counseling will be provided to any borrower who is experiencing difficulty.
f) If problems continue with these loan clients, this counseling will become a home preservation activity.

A2 8-Hour Homebuyer Education Class (HBE)

This activity is open to applicant organizations which are HUD approved counseling organizations employing one or more Hud certified counselors.

The Department seeks HUD Approved organizations to provide the 8-Hour Homebuyer Class. This is in support of the Department's many programs for which the 8-Hour Homebuyer Class is a requirement, and also for other DC residents who seek to take this class in preparation for homeownership and for their knowledge.

Organizations should take as a serious obligation to conduct this class with knowledge staff (HUD certified counselors). The class is conducted in a traditional in-person setting or in a virtual online setting.

Those who successfully attend and complete the class should be provided with a DHCD certification (in the format approved by the Department) indicating their completion of the class and dated appropriately. Monthly attendance and award of certificates should be reported to the Department monthly. The class should be presented frequently enough to meet programmatic needs of DHCD programs. Class dates should be provided to the Department for inclusion on the DHCD calendar. Presentations should be given by staff, not outside speakers. Grantees are welcome to collaborate in the conduct of these classes.

A3: Intake for DC Homebuyer Programs (HPAP/EAHP/NEAHP)

The Home Purchase Assistance Program (HPAP) is the primary DHCD program for first-time homebuyers. HPAP provides interest-free loans that include closing cost assistance to eligible applicants. Under this program, homebuyers may have the opportunity to purchase houses,

condominiums, or cooperative units in the District. DHCD has additional homeownership programs which are associated with HPAP, and which are targeted to specific populations or geographic areas or may meet specific home buyer needs.

The satellite programs are:

(1) The Employee Assisted Housing Program (EAHP) provides assistance to District of Columbia Government employees, who are first-time homebuyers in the District; and

(2) The Negotiated Employee Assistance Home Purchase Program (NEAHP) provides down payment and closing cost assistance to certain District of Columbia Government employees whose position is covered by specific union collective bargaining agreements.

Wherever the acronym "HPAP" is used, the same applies to the EAHP and NEAHP programs.

Prior to HPAP Application

Clients interested in HPAP assistance who have a pre-approval from a lender, should be assisted with making an application to the HPAP as expeditiously as possible. Those without a pre-approval letter from a lender are required to engage in HUD Housing Counseling (see A1 above) in order that they have the benefit of credit counseling and homeownership preparation. The action plan should include the actionable steps needed to ensure success as a homeowner and to achieve a pre-approval letter from a lender. Once a pre-approval letter has been obtained, the client with the Grantee's assistance should proceed to making their application to HPAP.

Application Process

For grantee organizations, this relationship management function includes working with first-time homebuyers throughout the homeownership application, preparation, purchase, and post-purchase process. Counseling will be focused on low- and moderate-income populations.

Once HUD credit counseling is completed the HPAP process includes:

(Optional) Applicant organizations may conduct pre-purchase seminars which include information and requirements of the HPAP programs. A DHCD Certification should be provided to attendees and recorded with DHCD.

Application Intake includes document collection of those documents needed. These should be collected in person or by means of a secure portal. Email is not considered a secure means for transmission of information which could be used for identity theft or other criminal activity. Drop-off at a staff office to an employee is acceptable.

Once the application package is complete, the organization submits to the appropriate HPAP administrator.

Homebuyer Education (8-hour class) (A DHCD Certification should be provided to 8-hour Homebuyer Education attendees and recorded with DHCD.)

Post-Purchase follow-up (Records of those follow-ups should be maintained by the organization. See Post-purchase in Service A1)

Organizations will be responsible for: (1) the application process, which includes delivery of completed applications to the HPAP Administrators; (2) completion of the application form itself and collection of all required supporting documentation, and (3) maintaining performance and reporting data, and databases as needed by the Department.

A4: Inclusionary Zoning Orientations

Introduction to IZ/ADU Programs:

The District's Inclusionary Zoning (IZ) Program requires a certain percentage of units in a new residential development, or a substantial rehabilitation that expands an existing building, be set aside as affordable units. The goals of this program are to increase the supply of affordable housing for low- and moderate-income households, to support the creation of mixed-income communities, to prevent rising home prices from driving out low- and moderate-income residents, and to leverage the expertise and capacity of the private market to develop affordable housing.

Affordable Dwelling Units (ADUs) are defined as for-sale and for-rent homes that are locally restricted for occupancy by households whose income falls within a certain range and are generally offered at a below-market rate. ADUs are generally produced in exchange for zoning relief, tax incentives, public financing, and/or the right to purchase or lease District-owned land. Specific ADU provisions, such as the affordability period, income limits, and resale restrictions, are set out in deeds, covenants, land disposition agreements, ADU administration plans and other originating documents.

ADU provisions have historically varied from project to project, as each is a result of a unique negotiation or project approval. However, ADU restrictions are becoming more standardized and more similar to standard IZ requirements.

Organization roles and responsibilities:
Provide mandatory IZ Orientation. The department's PowerPoint presentation must be utilized. Presentation and answers to participants' questions must conform to agency guidelines.

DHCD seeks organizations which will provide programmatic rental and homeownership counseling services in support of both of the above programs. Information about these

programs is available through DC Housing Search https://www.dchousingsearch.org , counselors will be required to utilize DC Housing Search, and train potential customers in how to search for affordable housing through DC Housing Search.

Grantees will be required to become familiar with the program requirements and procedures, as required by DHCD. In the last few fiscal years, the IZ program has produced approximately 400 new affordable units each year.

Orientation:
In particular, organizations are required to conduct IZ Orientations to help residents to be familiar with all programmatic requirements for the IZ program.

Organizations must conduct and coordinate this mandatory orientation session in a traditional and virtual classroom settings. They must provide interested applicants/residents with the relevant terms of the program, including next steps and other information as required by DHCD.
DHCD currently provides standard slides and certificate templates to use for this orientation and will provide training to grantees.

Completion of this orientation class is mandatory before an individual may register for the IZ program and individuals must renew registration every two (2) years to remain on the IZ registration list.

The class must be conducted at least monthly beginning within 30 days after the grantee's application is approved. Coordination of this class will include publishing upcoming class dates, accepting reservations via phone, email, or other method, allowing walk-ins if space is available, providing attendees with a certificate of completion (in a format approved by DHCD) upon completion of the class and providing at least monthly attendee data to DHCD. It will also include ensuring that attendees receive all required training materials, and shall be presented by grantee staff, not outside speakers.

Grantees must train program participants in the terms and specifics of the IZ and ADU Programs (training guidance will be provided by DHCD) and provide additional pre and post homebuyer education training.

Grantees must also provide data to DHCD on a regular basis as determined and requested by DHCD, including but not limited to the names and contact details for individuals who have received a DHCD certificate and the number of attendees at IZ orientations.

A5: Income Certifications for the IZ/ADU Units Programs

The agency seeks two organizations to provide income certifications for participants in the Inclusionary Zoning and Affordable Dwelling Units programs. Income certifications are expected to be conducted under a uniform process prescribed by DHCD and following HUD Part 5. DHCD has established requirements for approving Certifying Entities, including

specific IZ and ADU training.

Grantees are expected to become Certifying Entities pursuant to DHCD requirements. Grantee organizations will be required to ensure that program participants understand that income and occupancy restrictions apply to their IZ units and ADUs. Grantees will also be expected to complete income certifications for newly selected households and for renewing tenants. Grantees will be working closely with individuals, property management/leasing staff, sales agents and DHCD. DHCD will provide the necessary forms and procedures, but Grantees will collect the necessary paperwork from individuals and complete the income and household size verification process. Upon successful certifications, Grantees will notify DHCD and the sales/leasing staff.

Such restrictions may include but would not be limited to: (1) the specific affordability period, (2) conditions for, or prohibitions against, subleasing, and (3) resale restrictions. Ongoing outreach and assistance to occupants of IZ units and ADU is required in the areas of programmatic requirements and homeownership counseling.

A6: Income Certification for PADD Applicants

The Property Acquisition and Disposition Division (PADD) encourages vacant and/or abandoned property owners to rehabilitate and/or occupy their properties. PADD acquires vacant, abandoned, and deteriorated properties through negotiated friendly sale, eminent domain, donation, or tax sale foreclosure, when owners are unwilling or unable to maintain their properties. PADD also disposes of properties in inventory by selling them to individuals or developers to be rehabilitated into high-quality affordable and market-rate single-family and/ or multi-family for-sale or rental housing in District neighborhoods.

For DHCD, the activities of this Division create affordable homeownership and rental opportunities for low- and moderate-income households. Grantees must counsel these households as they qualify for and occupy these new homeownership and rental units. DHCD seeks one or more organizations which will provide counseling or training services for affordable units made available through PADD.

Because PADD units are not produced through a traditional homebuyer program, an intensive marketing and outreach effort to our target population will be required of grantees. Counseling services will also involve conducting income certifications and re-certifications for purposes of admission and continuing participation in this program. Income certifications are expected to be conducted under a uniform process prescribed by the Department. For PADD, grantees must ensure that program participants understand that income, or occupancy, restrictions apply to their unit. Such restrictions may include but would not be limited to: (1) the specific affordability period; (2) conditions for, or prohibitions against, subleasing; (3) potential rent increases; and (4) resale restrictions. The specific unit covenant

terms will be communicated to stakeholders by the Department, but grantees must facilitate communication with stakeholders.

A7: Public Services: General Coaching and Information

Public Services may be undertaken by Applicants which have not yet obtained HUD Approval and may not employ a HUD certified housing counselors. (HUD Approved organizations who are applying for A1 or A2 do not need to apply for this service, since they are able to provide these Public Service activities in connection with their other lines of services.

These activities are frequent but not exclusively in a group setting. These may be virtual or in-person, as long as an in-person option is provided. Grantees may utilize Homebuyer Clubs as an effective tool for keeping clients engaged in homebuyer preparation when a long-term period is needed for better positioning to be a first-time buyer.

They may include group trainings on understanding credit and credit reports and involve savings programs.

Public service staff are required to train clients to utilize available tools, such as DC Housing Search https://www.dchousingsearch.org to locate affordable housing for sale and for rent.

CATEGORY B: COUNSELING AND TRAINING FOR HOME PRESERVATION

B8: General Home Management (Post-Purchase Non-Delinquent)

Post-purchase counseling is essential for Homeowners who have purchased their homes, are not delinquent in their mortgage payments and would like to remain successful by creating a realistic financial plan to avoid financial pitfalls and protect and retain their homeownership. Post-purchase counseling is essential to understand local post-purchase behavior, especially low-moderate income homeowners, that can be supported by education and supportive programs to ensure recent homeowners understand what to do in the event of hardships. Organizations that provide post-purchase counseling sessions and education workshops will ensure their topics consist of the following:

1. Prepare a maintenance plan for major household systems and repair strategies.
2. Emergency preparedness plan to assist client in case of disaster.
3. Understand consequences of not paying taxes, HOA payments or community assessments.
4. Explain the benefits of establishing an emergency fund and retirement or tax-incentivized accounts.
5. Provide knowledge of home improvement financing options like HELOCs and give counsel on how to apply for additional financing to renovate property.

6. Access the client's understanding of the process of refinancing the home and incurring more debt.

This counseling activity may include, but not be limited to, appliance warranty disputes, contractor disputes, disputes with mortgagors, will and estate issues, including transfer-on-death deeds, etc. In this service, grantees must serve as advisor-educators and are prohibited from giving legal advice. Grantee activities should focus on low—and moderate-income populations.

B9: Foreclosure Counseling

Homeowners who are delinquent in loan payments (as well as those in danger of delinquency) need to know what options are available to them. Similarly, those in foreclosure need to know their options and resources that may assist them, especially if available legal services are available.

Organizations are required to provide foreclosure prevention counseling that helps homeowners at risk understand the foreclosure process in Washington, DC, determine their legal rights and identify options to avoid foreclosure.
Organizations will assist struggling homeowners with loss mitigation, communicate with mortgage servicers and provide services such as the following:

1. Provide advice and coaching to assist clients with creating a budget based on financial goals. Assess the current financial situation and develop short and long-term strategies to reduce expenses and debt to achieve client goals.
2. Explain loss mitigation. Explain the requirements of a loss mitigation package and evaluate the client's loss mitigation options for FHA and non-FHA loans.
3. Provide examples of mortgage default scams and ways to avoid being a victim.
4. Explain the consequences and costs associated with a foreclosure, short sale, or deed-in-lieu.
5. Explain the foreclosure timeline and devise a plan if the client is unable to stay in the home and assist the client in mortgage default recovery. Demonstrate the impact of a mortgage default.
6. Work with displaced residents seeking referrals for housing.

Grantees work with homeowners who are delinquent in their mortgage payments, or who are in foreclosure, or in post-foreclosure. These counseling services are also offered to owners of multi-family properties, and ownership associations. This counseling serves as a central element of DHCD's overall foreclosure prevention strategy.

It is critical to address the District's foreclosure crisis. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Grantees also work with the Department of Insurance Securities and Banking (DISB) to protect clients against scam operations that prey upon residents who are subject to foreclosure. Grantee organizations extract data for outreach and targeting efforts from the Office of the Recorder of Deeds, which provides a listing of all official foreclosures in the

District on a weekly basis. DHCD seeks one or more organizations that will provide foreclosure counseling services which include, but may not be limited to, all of the above-described foreclosure prevention activities.

For grantees, this counseling function means working with troubled homeowners, utilizing all foreclosure prevention or mitigation tools available, and if necessary, working with customers throughout their foreclosure or post-foreclosure process. Grantees must provide full assistance and advice to troubled homeowners. Grantees will be responsible for: (1) assessing the homeowner's circumstances, (2) educating the homeowner about the full implications of mortgage delinquency and foreclosure (3) exploring and providing options of action for the homeowner (4) providing tools or alternative support that may further assist the homeowner (5) developing and executing a best action plan for either saving the home or undertaking the best course for the homeowner, and (6) tracking the results of their counseling efforts. In addition, grantees will provide ongoing performance and reporting data and databases maintained.

Post-Foreclosure Counseling: It is critical that grantees continue their counseling relationship with customers, even if the home cannot be saved. Grantees must follow up with troubled homeowners for a period of time after any action plan has been executed. If the home has not been saved, counseling should be made available, and if necessary, referral to other needed services. If the home has been saved, counseling follow-up is also necessary to ensure that the ongoing action plan is being properly implemented. If more problems arise, it will be the grantee's responsibility to address them as quickly and as efficiently as possible.

With the passage of the Saving DC Homes from Foreclosure Emergency Amendment Act of 2010, troubled or delinquent District homeowners have the right to engage in mediation prior to foreclosure. As a result, DHCD requires grantees to provide counseling related to this mediation process.

Grantees must be familiar with the Law, its regulations, and the mediation process which has been implemented by the Mediation Administrator at the DC Department of Insurance, Securities, and Banking. Grantees must educate troubled homeowners in the decision factors related to mediation election, and, if necessary, prepare them for mediation. In some cases, counselors may be asked to accompany, or represent, troubled homeowners in the mediation process. Grantees must ensure that all customers who elect mediation complete and submit proper documentation in a timely manner. Grantees must ensure that the best interests of troubled borrowers are protected throughout the mediation process. Finally, DHCD expects grantees to follow-up after the mediation process is complete to ensure that any final mediation agreement is properly implemented.

B10: Eviction Counseling

Applicants who have HUD certified counselors or NeighborWorks America foreclosure certified counselors may offer this service. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Training should also include knowledge of laws and legal procedures governing eviction.

Eviction has long created housing instability for renters, and especially among low- and moderate-income households. For those at the lower end of the economic scale, eviction has caused not only housing instability but also employment insecurity and homelessness. Studies have shown that lack of access to legal representation has resulted in markedly different and detrimental outcomes as compared to renters who have legal representation. After legal representation, the next most effective range of services includes alternative dispute resolution (or mediation), knowledge and guidance in court navigation, and effective management of legal and tenant-landlord documents. In addition to housing instability, eviction also has credit impact for the tenant.

It is critical to provide those in danger of eviction with counseling to make informed decisions. This includes access whenever possible access to legal services. Also, appropriate training includes information about tenants' rights and obligations, the credit impact of eviction, use of payment plan agreements, understanding of court processes and procedures, and access to alternatives to court procedures. When tenancy is lost, counseling for housing alternatives is needed and a path forward to credit repair.

B11: Single-Family Residential Rehabilitation Program

The Single-Family Residential Rehabilitation Program (SFRRP) administers grants to District homeowners for roof repairs and for modifications to eliminate barriers to accessibility for persons with mobility or other physical impairments. Projects approved for SFRRP require a covenant on the property to protect the District's funding of the project.
DHCD seeks one or more organizations which will provide application intake services to SFRRP applicants throughout the grant process.

> **Mandatory Counselor Intake Training:** Grantees for this line of service are required to attend training with the SFRRP team in September to be introduced to updated aspects of the SFRRP for FY25. It is critical that the grantee have a solid understanding of the updated program and the requirements for applications. Therefore, the September training is mandatory for SFRRP intake counselors.
>
> **Application Period:** Applications for SFRRP will only be taken between October 1, 2024, and December 31, 2024. To be considered applications during this period must be complete. Lack of required documentation or information will not "hold a place" in the program if not provided before the December 31, 2024. The Department at its sole discretion reserves the right to close the program prior to the deadline if funding is depleted or no longer available.

Information Session for Applicants: The Department will provide Grantees with a PowerPoint presentation outlining the program and its requirements. Intake counselors are required to use this presentation with all potential applicants either in a group sessions (such as an Orientation) or in a one-on-one session with the potential applicant.

Grantee's and Counselor's Responsibilities: (1) use the Department PowerPoint presentation to present the program to potential applicants, answering questions from residents interested in the program; (2) complete the application document and collection of **all required** supporting documentation *(incomplete applications will not be accepted)*; (3) post-application and post-grant support; and (4) providing performance and reporting data as required.

45 Day Period: It is critical that no application be uploaded in the SFRRP portal unless it is complete with all required documents and intake form completed. If an incomplete application is uploaded in the portal, the SFRRP staff will notify the counselor and the applicant that the application cannot be accepted. The notification state that what is complete and state the **applicant has 45 days** to provide the requested information including documents. After 45 days if the application remains incomplete, the application will be closed as incomplete for funding.

Application Portal: Counselors will need to provide their name and contact information (e.g. email) when uploading in case SFRRP program staff need to follow up.

Legal Citations Governing Program Area for Category B:

Applicants to provide any service in Category B should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

- Lead Safe Washington 24 CFR, Part 35, 24 CFR, Part 85.37, Section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992
- Single Family Rehabilitation 14 DCMR, Chapter 28 First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
- Saving DC Homes from Foreclosure Emergency Amendment Act of 2010 (DC Act 18-635; 57 DCR 12404)

B12: Legal Services for Homeowners and/or Coop & Condo Associations

The Department seeks organizations to provide legal services to provide one or both of the services noted below. Grantees will conduct outreach to low- and moderate-income populations in need of these services.

- Legal Services to Seniors
  Seniors who are homeowners can be assisted by the Applicant to have legal services to assist Seniors to avoid housing instability or the loss of ownership of their home. In addition to their own attorney staff, Applicants may seek *pro bono* services from other members of the Bar.

- Legal Services to Coop-Condo Associations
  Legal services may be provided to Cooperatives and/or Condominiums ("Associations") to ensure housing stability. If Associations have problems in areas of legal entity status, required legal or financial filings, compliance issues, risk management concerns, board and member training, best legal practices, and collection of association fees (to name of few), such issues may threaten the member's housing stability, and the owners' (or members') investment in their properties. Selected applicants will provide legal services to Associations in low- and moderate-income census blocks to mitigate these concerns, to preserve housing stability of owners and to ensure well-functioning Associations and Boards.

B13: Technical Assistance for Coop and Condo Associations

The Department seeks one or more organizations to provide technical assistance to Associations. The situation many Associations may face is a need for training in best practices of Association management. Training in best practices and frequently encountered problem situations may be offered by the grantee not only to the Association Board but also to the owners in the Association. Association boards and their member owners frequently face issues of association fees not being paid, lack of income to fund reserves, special projects that would require a special assessment, and decisions of taking court action or being the defendant in a court action. These are just a few of the legal issues which may arise for the Association, in addition to the more routine matters of by-laws and required legal documents for the operation of the Association.

B14: Technical Assistance for Landlords of Small Rental Properties

Landlords of small rental properties face enormous challenges. They frequently lack the staff and the resources of large multi-family properties to deal with the many details of operations and asset management. Small unit properties cannot readily absorb mistakes or challenges.

In a ten-unit property, one vacancy is a 10% vacancy rate, while one unit in a 100-unit property is 1% vacancy rate. Yet, small unit properties are often the affordable renter properties. To preserve this housing stock as an affordable option, DHCD seeks grantees to provide Technical Support to Owners of Small Unit Properties (of 30 units or less).

Services can be provided through group training as well as through one-on-one counseling. Like many small business owners, owners can often benefit from a better understanding of accounting practices and financial statements (balance sheet, income statement, cash flow report). Knowledge of financing options is another common to many business owners. Topics such as these are particularly suitable to the needs of owners.

1. **Property Management Software**: Landlords often need help selecting and implementing property management software to track rent payments, maintenance requests, tenant information, and other critical operational data.

2. **Legal Compliance**: Guidance on navigating complex local, state, and federal housing laws and regulations related to fair housing, security deposits, evictions, and other landlord-tenant issues.

3. **Financial Management**: Guidance with accounting, tax preparation, and financial planning specific to rental property ownership and operations.

4. **Maintenance and Repairs**: Access to vetted contractors, tradespeople, and service providers to handle property maintenance, repairs, and upgrades in a timely and cost-effective manner.

5. **Tenant Screening and Selection**: Guidance and best practices with tenant screening processes, background checks, and selecting responsible renters to minimize vacancies and evictions.

6. **Marketing and Leasing**: Help with listing vacant units, advertising, showing properties, and executing leases to keep units occupied.

7. **Emergency Response**: Guidance on developing emergency plans and protocols to address unexpected events like natural disasters, property damage, or tenant issues.

8. **Asset Management Issues**: The ratios and metrics of asset management for multi-family properties provide a helpful guide to best practices. For example: Many landlords are unaware of the effect that certain metrics have in their properties. Slow "Make-Ready" times, refers to the length of time it takes to prepare an apartment to be shown to prospective tenants. Similarly, "turn time" refers to the times it takes to find a renter and receive the first month's rent. Slow turn times are also a drain on resources. When there are slow "make ready" and slow "turn times" the combined effect can be detrimental for the property's future. High turn-over rates among renters is another draw on the income. Other issues and topics include: What to do when you have a tenant who is not paying rent? What are the alternatives to eviction? How do the Court work? Are there pre-eviction resources? What legal services are available to the owner?

CATEGORY C: TENANTS AND TENANT GROUPS: SERVICES RELATIVE TO Tenants Opportunity to Purchase Act, Rental Conversion and Sale Division, and Rental Accommodations Division

The DC Tenants Opportunity to Purchase Act (TOPA) seeks to protect tenants and tenant groups from displacement due to sale of the property. The law allows tenants to purchase their apartment building. Tenants have the choice of maintaining the apartments for rent or converting to cooperatives or condominiums. DHCD seeks to preserve affordable housing in the District and limit displacement of low- and moderate-income households. For groups that choose coop or condo conversion, this provides a path to homeownership.

DHCD provides both financial assistance and technical assistance, as well as specialized organizational and development services, for tenant groups who are pursuing the purchase of their apartment buildings. Through DHCD's Development Finance Division, organized tenant associations may be provided with seed money, earnest money deposits, and acquisition and/or rehabilitation assistance. After acquisition and rehabilitation, DHCD also provides ongoing Board training and property management support to the newly formed cooperative or condominium Boards.

C15: TOPA: Pre-purchase Training

DHCD seeks one or more organizations which will provide pre-acquisition organizational and developmental counseling and training to tenant groups or tenant associations in support of their intent to purchase their building. These tenant groups must be preliminarily qualified as eligible for DHCD's Tenant Purchase Technical Assistance program. Grantees must provide the following services to tenant groups:

a) establishment of a tenant association.
b) selection and appropriate training of Board members.
c) training of captains (court, building and floor).
d) training in roles and functions of committee members; (5) training tenant groups in detail about the building purchase process.
e) training tenant associations in property management techniques.
f) provide training to the tenant association on each type of ownership; and conducting surveys of tenant associations to determine the appropriate form of ownership for their building (cooperative or condominium).

It is critical that Grantees in this service maintain an outreach to educate and inform low- and moderate-income tenants about their rights and opportunities provided by TOPA. Grantees are encouraged to make this a central aspects of their marketing plan, and to create

opportunities as well as avail themselves of opportunities to participate in educational outlets to reach tenants. Collaboration with other Grantees in this or similar service lines is encouraged. Grantees should participate in DHCD when and as those opportunities for outreach are available.

While training the tenant association, the grantee must be able to prepare and submit appropriate documentation required in the purchase process, including but not limited to tenant profiles and feasibility analyses, response to Notice of Sale of Building, preliminary development, acquisition, and rehabilitation plans, and operational plans.

The grantees must have skill and experience in negotiating the lease or purchase of the building. In addition, grantees must assist tenant groups in procurement related to the development, purchase, and rehabilitation process, including but not limited to attorneys, architects, engineers, financial and developmental consultants, private developers, appraisers, and property managers.

C16: TOPA: Post-Purchase Training

DHCD seeks one or more organizations which will provide ongoing post-acquisition counseling services which include property management and Board training for properties which have been purchased and/or rehabilitated with financial assistance from the DHCD Development Finance Division's First Right Purchase program. Generally, these are multi-family properties that have been purchased through limited equity cooperative agreements or condominium purchases. Therefore, non-profit Board training and development skill and/or experience, as well as multi-family property management skills are critical to providing effective counseling services. Services to be provided under this activity may include, but are not limited to:

a) establishing standards of evaluation for each participant's financial status and leadership capacity.
b) conducting annual management reviews of all Boards, oversee election and
c) training of new Board members.
d) assisting in the establishment of appropriate arrangements with required service providers such as exterminators, garbage collectors, landscapers, etc.
e) assisting in capital management planning and a stabilization plan for rehabilitation and/or refinancing.
f) tracking property vacancies and reviewing new applications for membership.
g) establishing and reviewing membership guidelines.
h) technical assistance in accounting, budgeting, and the preparation of financial statements for long-term financial viability.
i) providing Board of Directors with training as appropriate; and

j) other required management and support duties. Grantees will assist the condominium or cooperative in developing a budget for the overall management and carrying costs of the property.

Grantees will assist the Board and membership in all aspects of management, such as completion of the audit, Fair Housing issues, required individual, property, and Board insurance, taxes, the role of Board officers, evaluation of monthly financial performance, training on lender compliance, i.e. loan payments, income requirements. DHCD will likely negotiate assignment of specific properties to grantees for this service.

Legal Citations Governing Program Area in Category C:

Applicants to provide any service in Category C should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
Tenant Purchase Technical Assistance Program DC Code 42-3404.02
Rental Housing Conversion and Sale Act of 1980, as amended (DC Code 42-3401.01 et. seq.) (Also known as the Tenant Opportunity to Purchase Act or "TOPA")

C17: Services for Tenants and Tenant Organizations
(in partnership with Housing Regulation Administration, Rental Accommodation Division, Rental Conversion and Sale Division).

Activities under this service will supplement and enhance the services provided by DHCD's Housing Regulation Administration (HRA), which includes the Rental Accommodations Division (RAD) and the Rental Conversion and Sale Division (CASD).

RAD administers the Rental Housing Act of 1985 (D.C. Official Code § 42-3501.01 et seq.) which regulates residential rental housing registration and the rent stabilization program (commonly known as rent control). RAD oversees rent adjustment procedures, processes notices to vacate, reviews tenant petitions prior to adjudication by the Office of Administrative Hearings and adjudicates most types of landlord petitions. RAD also proposes rules and regulations for administration of the Rental Housing Act for review and publication by the Rental Housing Commission.

CASD administers the Rental Housing Conversion and Sale Act of 1980 (D.C. Official Code § 42- 3401.01 et seq.) which regulates the sale or transfer of ownership interests under the

Tenant Opportunity to Purchase Act of 1980 (TOPA) (D.C. Official Code § 42-3401.01 et seq.), the conversion of use of rental housing to condominium or cooperative ownership and residential condominium formation and registration under the Condominium Act of 1976 (D.C. Official Code § 42-1901.01 et seq.). Further, CASD administers a Housing Assistance Payment program (HAP), under which tenants may be eligible for rent assistance if they are displaced due to the conversion of use of their apartment building to condominium or cooperative ownership.

CASD also proposes rules and regulations for administration of the Rental Housing Conversion and Sale Act of 1980.

DHCD seeks one or more organizations which will support RAD and CASD operations by providing counseling and tenant education services to tenants and tenant groups. Grantees must provide counseling and training assistance to tenants and tenant organizations regarding the District's rental housing laws and tenant and landlord rights and responsibilities.

For CASD, grantee organizations must provide counseling and training concerning: (1) tenants' TOPA rights when a landlord intends to sell, demolish, or discontinue rental housing use; (2) transfers of rental housing ownership or economic interests; (3) assisting tenants or tenant organizations in exercising their right to purchase; (4) informing tenants or tenant organizations relating to partner-investors and assigning TOPA rights; (5) conversion of use from rental housing to condominium or cooperative ownership by tenant elections, or conversion in lieu of tenant elections; (6) the Housing Assistance Payment program and relocation assistance; (7) tenant organization formation, incorporation, and registration; (8) protections for elderly or disabled tenants; (9) coercive or retaliatory activities; (10) tenant rights when rental housing is in foreclosure; (11) notices of intent to convert use from rental housing to condominium or cooperative ownership; and (12) relocation counseling for displaced tenants.

For RAD, service providers must demonstrate the ability to counsel and train tenants and tenant organizations on rent control provisions including properties that are regulated by or exempted/excluded from rent stabilization under the Rental Housing Act:

1) petition- based and annual rent increases.
2) executing and filing tenant petitions.
3) responding to landlord petitions.
4) protections for elderly and disabled tenants.
5) RAD's conciliation services.
6) notices to vacate and eviction procedures.
7) disclosures to tenants.
8) changes and decreases in services and facilities.

9) learning about and securing enforcement of housing condition regulations.
10) security deposits.
11) understanding lease provisions.
12) rent increases if a property is not under rent control.
13) appealing decisions of the Rent Administrator or the Office of Administrative Hearings; and
14) relocation counseling for displaced tenants. Note: Advocacy on behalf of tenant groups, or tenant rights assignees— including, but not limited to, legal advice or advocacy on tenants or tenant organizations' behalf in negotiations with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators, and not as advocacy groups. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns, or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a grantee is to ensure that tenants understand all available options.

Direct Counseling to Tenants and Tenant Groups: tenant counseling services will be designed to educate tenants in privately-owned properties about their legal rights and opportunities. This service is to be provided to tenants and tenant groups which are not subject to foreclosure and have not selected to exercise their Opportunity to Purchase Rights and/or Right of First Refusal under TOPA. It also includes providing other services and tenant education, which may not fall into the categories of services outlined above, such as eviction counseling, relocation counseling, apartment search, or apartment management.

DHCD seeks one or more organizations with the capacity to bring a range of resources to prevent involuntary displacement and to provide opportunities for continued affordable rental housing. Grantees must provide counseling services to tenants and tenant groups which include, but are not limited to: (1) outreach to tenant groups upon notice of one-year potential for subsidy expiration; (2) technical assistance in negotiations between owners and HUD relative to the renewal of federal subsidy contracts; (3) counseling for tenants in buildings where the subsidy will be lost and the tenant(s) must move; (4) counseling for tenants who are behind in their rent on best-action options; and (5) appropriately referring tenants who are in landlord/tenant disputes to all available resources. Grantees must also conduct research using the many databases and research tools available to identify properties that have a critical need for counseling assistance, including but not limited to DCHousingsearch.org. Note: Advocacy on behalf of tenant groups or tenants' rights assignee –including, but not limited to, legal advice or advocacy on tenants or tenant organizations behalf in negotiations

with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators and not as tenant advocates. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a prospective grantee is to ensure that tenants understand all available options.

Additional Legal Citations Governing Programs in Category C.

Applicants to provide any service in this Category and should review in detail the legal citations governing DHCD's rental accommodation functions:
(1) the Rental Housing Act of 1985, D.C. Official Code § 42-3501 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapters 38-44.
(2) the Rental Housing Conversion and Sale Act of 1980, D.C. Official Code § 42-3401 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapter 47.
(3) the Condominium Act of 1976, D.C.

Official Code § 42-1901 et seq.; (4) D.C. Official Code § 42-1901 et seq.; (5) the First Right to Purchase Program, title 14 of the District of Columbia Municipal Regulation, chapter 2700; and (6) Housing Conditions, Title 14 of the District of Columbia Municipal Regulations, Chapters 1-15. Submission of an application relevant to these services presumes that the applicant intends to meet all requirements to provide counseling to tenants and tenant groups pursuant to these above referenced citations.

3.3 Geographic Distribution of Services

The Department's decision to select one or more grantees to provide services will be influenced by the potential geographical distribution of service among the qualified applications received. Applicants can designate their proposed service areas in the District based on their by-laws, Board policies, etc. However, the Department reserves the right to designate any service areas it deems appropriate or necessary in making awards and negotiating grant terms. In reviewing the applicant pool, the Department's priority will be to ensure that excellent affordable housing counseling and training services are provided to all low- and moderate-income citizens of the District of Columbia. The Department will seek to bring parity in the quality of all housing services provided for all areas of the District through the award and ongoing management of these grants.

3.4 Marketing and Outreach

Marketing Plan to be submitted: Marketing and outreach are critical aspects of the grant's work. Grantees' efforts ensure these programs and services' success and desired impact. No Grantee or service is exempt from this requirement. Applicants must submit a detailed marketing and outreach plan for the services they are applying for. The plan should be detailed and not assume an understanding that has not been stated. Marketing should be included in the proposed budget and work plan.

DHCD will review and approve the marketing plan. In accordance with agency policy, marketing activities should highlight partnerships with and funding by DHCD.

Aspects of Marketing and Outreach to be considered:

- Continuous and consistent marketing and outreach are essential to achieving these services' objectives and maximizing public awareness of DHCD housing programs.
- Because of DHCD's diverse target population, grantees must utilize various marketing tools.
- Grantees are responsible for distributing DHCD program materials at community forums, public events, homeownership meetings, and fairs. Marketing and outreach may include but are not limited to, websites, email blasts, blogs, listservs, Twitter, Facebook, YouTube, Hope Hotline, flyers, door-to-door visits, community meetings, use of cable television (Channel 16), and public service announcements.

Coordinated with the Department: The grantee's marketing and outreach must be coordinated with DHCD. Grantees are expected to continually assess the success and impact of their marketing efforts to identify the most effective and efficient ways of reaching low– and moderate-income populations.

Participation in Department Marketing Activities: As required by DHCD, Grantees must participate in public activities and events related to housing opportunities. These may include but are not limited to tabling at events, participating in panel discussions, and providing speakers to groups, agencies, or organizations that request them.

DHCD Acknowledgement: Grantees must always acknowledge such housing assistance activities as Department of Housing and Community Development programs in any distributed print or electronic materials. DHCD must approve all such materials before distribution.

Use of DHCD Logo: All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or entirely, by the Department.

1. The written or printed materials must include the authorized DHCD logo.
2. Written or printed materials include, but are not limited to, newspaper, radio, and television announcements or advertisements. Websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.

4. The grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to the Grantee.
5. The grantee must provide copies of all marketing materials, brochures, flyers, and other materials that publicize grant-funded activities to the Grantor via email at dhcd.occo@dc.gov
6. The grantee shall publicize as appropriate to its constituency through social media, print, and online postings, DHCD communications, and events related to Grant-supported activities.

Diversity and Language Access in Marketing: Grantees must demonstrate the capability to effectively serve and communicate with the District's various non-English speaking and special needs populations. This means that marketing and outreach materials must be made available in multiple languages and media based on the needs of those populations. The grantee must demonstrate its intent and capability to comply with the District's Language Access Law. In addition, grantees must demonstrate the availability of appropriate staffing to ensure compliance with the District's Language Access Law.

3.5 Focus Areas and Neighborhood Revitalization Strategy Areas (NRSA)

DHCD has identified specific areas of the District as "Focus Areas." These Areas represent areas where the District has invested in funding to create and preserve affordable housing. Focus Areas follow main routes through the District and their associated neighborhoods. In many cases, business owners are centered on these major routes, while resident services will be seen as more appropriate for those in the communities. Applicants must ensure services are delivered to low- and moderate-income households or areas as part of their program (Housing Services, Small Business Technical Assistance, Façade Improvement). This is a CDBG requirement.

- For Housing Counseling applicants, these Focus Areas should be used to plan outreach activities to inform residents of their services.
- For SBTA and Façade grantees, the Focus Areas define the geographical areas of the District in which they will provide services. In this latter case, the Focus Areas define not only their outreach area but also their service area.

NRSAs Targeting East of the River

The Department obtained the HUD designation for the Neighborhood Revitalization Strategy Area (NRSA) for the Focus Areas in Wards 7 and 8. DHCD has designated areas of Historic Anacostia in the city's Southeast and Far Northeast communities as Neighborhood Revitalization Strategy Areas (NRSAs). This designation will allow the city to target Community Development Block Grant (CDBG) funding that supports economic and community revitalization efforts. These include Martin Luther King Jr Avenue, Marion Barry Avenue, Minnesota Avenue, and Benning Road. However, all areas of Ward 7 and Ward 8 remain the focus of the grantee's work and outreach.

For communities outside of the NRSA areas, DHCD has designated Focus Areas throughout the District. Applicants are encouraged to partner with other community-based organizations. This collaboration can include cross-disciplinary collaboration. For example, a Façade grantee may partner with an SBTA grantee to provide business owners various services encompassing both disciplines. Housing service grantees may partner to promote or provide services one grantee offers, but another may not. The key to collaboration is an outlook of being partners, not competitors.

The following is a list of the Focus Areas and some of their associated neighborhoods. The outreach plans can include other nearby neighborhoods, mindful of the low-income requirements. Each applicant is asked to select one or more Focus Areas for their application. Please note that this is a minimum, and applicants may choose more than three. Applicants will be asked to provide reporting on outreach activities.

The following is a list of the Focus Areas outreach plans, mindful of the low and income requirements.

Focus Areas/Neighborhoods

- **16th St NW Corridor** near the intersection with Havard St NW (Columbia Heights) in Ward 1
- **Georgia Ave and New Hampshire Ave NW Corridor** (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- **Rhode Island Ave and South Dakota Ave NE Corridor** (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 4 and Ward 5
- **M Street and South Capitol Streets SW Corridor** (Greenleaf and Waterfront) in Ward 6
- **Benning Road and Florida Ave NE Corridor** (NoMa/Ivy City/Trinidad) in Ward 5 and Ward 6
- **Minnesota Ave and Benning Rd NE Corridor** (Benning, Greenway) in Ward 7
- **Pennsylvania Ave and Minnesota Aves SE Corridor** (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- **East Capitol and Benning Rd Corridor** (Capitol View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- **Marion Barry Ave and Martin Luther King Aves SE Corridor** (Historic Anacostia, Fairlawn, Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- **Marion Barry Ave and Alabama Aves Corridor** (Skyland, Woodland, Garfield Heights) in Ward 8
- **Martin Luther King Ave and Alabama Ave Corridor** (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- **South Capital St and Chesapeake St SE Corridor** (Bellevue, Washington Highlands) in Ward 8

FY26 Housing Counseling Services Workplan

Organization Name:	Greater Washington Urban Le	Performance Period: 2/1/2025 to 08/30/2025	
Grant Number:	2025-03		

NSA Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	NRSA Word 7 & 8 All Services	Total
A1	HUD Housing Counseling		Number of first Time Homebuyers Purchasing Homes	Public Service or NRSA	$64,033.29	$0.00	$20,386.80	$84,420.08
A1			Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		80	Number of 1:1 Counseling Sessions (Budget & Credit)					
A1			Number of unduplicated households					
A1		60	Number of 1:1 Homebuyer Counseling Sessions					
A1			Number of unduplicated households					
A2	8-Hour Homebuyer Class		Number of 8-hour Homebuyer Education Classes	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
A2			Number of Attendees of 8-hour Homebuyer Classes					
A2			Number of DHCD Certificates issued					
A3	HPAP HAMP/NEAHPI		Number of HPAP Pre Purchase Orientations conducted	Non-Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
A3	(NPS ONLY)		Number of Attendees at HPAP Orientations					
A3			Number of Files submitted to HPAP Administrators					
A3			Number of 1:1 HPAP Counseling Sessions					
A3			Number of unduplicated households					
A4	IZ/ADU Orientations	16	Number of IZ Orientations Conducted	Public Service or NRSA	$30,237.90	$0.00	$9,627.19	$39,865.09
A4		2000	Number of Attendees at IZ Orientations					
A4		2000	Number of DHCD Certificates issued					
A5	IZ/ADU Income Certifications		Number of IZ/ADU Income Certifications completed	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
A6	PADD		Number of PADD group training/coaching	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
A6			Number of Attendees at PADD group training					
A6			Number of 1:1 PADD sessions (if applicable)					
A6			Number of unduplicated households receiving 1:1 PADD sessions					
A6			Number of PADD income Certifications					
A7	General Housing Services & Information (Group Training)		Number of Financial Literacy Trainings (including but not limited to credit & budgeting)	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
A7			Number of Attendees at Financial Literacy Trainings					
A7			Number of Homebuyer Clubs Meetings					
A7			Total of Attendees at Homebuyer Club Meetings					
A7			Number of group trainings or workshops not reported in other categories					
A7			Number of Attendees at group trainings or workshops not reported in other categories					
B10	Eviction Counseling		Number of Eviction workshops	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
B10			Number of Attendees at Eviction workshops					
B10			1:1 Eviction Counseling					
B10			Unduplicated households 1:1 Eviction Counseling					
B10			Number referred to Attorney(s) for Legal Services					
B10			Number of 1:1 Attorney Consultations (Law Firm Subrecipients Only)					
B10			Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecipients Only)					
B10			Number Evictions Prevented					
B13	SFRR	2	Number of SFRR Orientations conducted (required)	Public Service or NRSA	$85,574.00	$0.00	$11,326.00	$48,900.00
B13		30	Number of 1:1 intake sessions					
B13			Number of unduplicated households					
B13		30	Number of complete applications submitted in SFRR Portal					
B12	Legal Services for Seniors, Coops and Condos		Senior households receiving legal services	Public Service or NRSA				$0.00
B12	(Law Firm Subrecipients Only)		Coop Associations receiving legal services					
B12			Condo Associations receiving legal services					
B12			Number of Pro Bono Legal Services Recruited and Retained					
B12			Number of Trainings for Law Firms (Trainings)					
B12			Number of Attendees at trainings for Law Firms (Attendees)					
B12			Number of new partnerships initiated					
B12			Total Number of Trainings to and work with Pro Bono Providers					
B12			Number of outreach presentations conducted					
B12			Number of outreach activities conducted					
B12			Number of Senior Households that received Legal Counsel or Consultation					
B12			Number of Senior households that received Legal Representation					
B12			# of clients helped with Schedule H					
B12			# of clients helped with life planning docs					
B12			# pro bono attorneys engaged in housing-related matters					
B12			# veterans receiving legal counsel/advice					
B13	Technical Assistance for Co-Ops and Condo Associations		Number of Co-Op Associations receiving Technical Assistance	Public Service or NRSA				$0.00
B13	Coops		Number of Action Plans written for Co-Op Associations					
B13	Coops		Number of Successful Outcomes for Co-Op Associations					
B13	Coops		Number of Asset Management Improvement Services Provided for Co-Op					
B13	Coops		Number of Asset Management Tactical Support Services Provided to Co-Op					
B13	Coops		Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops		Number of Legal Assistance Services provided to Distressed Co-Op Associations					
B13	Coops		Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops		Number of Organization Sustainability Tactical Support Services Provided to Co-Ops					
B13	Coops		Number of Ownership Educational Sessions provided to different ownership models including shared equity					
B13	Coops		Number of Relocation Plans completed and accepted for Co-Ops					
B13	Coops		Numbers of Trainings on Board Operations Governance & Management to Co-ops					
B13	Coops		Members of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management					
B13	Coops		Number of written Asset Management & Sustainability Plans for Co-Ops					
B13	Condos		Number of Condo Associations receiving Technical Assistance					
B13	Condos		Number of Action Plans written for Condo Associations					
B13	Condos		Number of Successful Outcomes for Condo Associations					
B13	Condos		Number of Asset Management Improvement Services Provided for Condo					
B13	Condos		Number of Annual Survey of Clients (Interactive) to gauge success and appropriate methodologies completed for Condo					
B13	Condos		Number of Asset Management Tactical Support Services Provided to Condo					
B13	Condos		Number of Legal Assistance Services provided to Distressed Condo Associations					
B13	Condos		Number of Consultative Services Provided to Condo Associations and Clients					
B13	Condos		Number of Organization Sustainability Tactical Support Services Provided to Condo Associations					
B13	Condos		Number of Relocation Plans completed and accepted for Condo Associations					
B13	Condos		Numbers of Trainings on Board Operations Governance & Management to condo associations					
B13	Condos		Number of written Asset Management & Sustainability Plans for Condo Associations					
B13	Coops and Condos		Number of Annual Survey of Clients (Interactive) to gauge success and appropriate methodologies completed					
B13	Coops and Condos		Number of Associations (Coops and Condos) referred to private/ nonprofit Law Firm					
B13	Coops and Condos		Number of Trainings on Development including Relocation and Construction Management					
B14	Technical Assistance for Small Apartment Owners (25 units and less)		Number of Inquiries Received	Public Service or NRSA				$0.00
B14			Number of Owners/Managers receiving Services					
B14			Number of Action Plans Written					
B14			Number of Action Plans Implemented/Completed					
B14			Number of Owners/Managers needing Asset Management Guidance					
B8	General Home Maintenance (Post Purchase Non-Delinquent)		Number of Homeownership Preservation Workshops	Public Service or NRSA				$0.00
B8			Number of Attendees at Homeownership Preservation Workshops					
B8			Number of Post-Purchase Workshops (not including Homeownership Preservation)					
B8			Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)					
B8			Number of 1:1 Post-Purchase Counseling Sessions					
B8			Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions					
B9	Foreclosure Counseling		Number of Foreclosure Workshops	Public Service or NRSA	$33,795.30	$0.00	$10,738.70	$44,535.00
B9			Number of Attendees at Foreclosure Workshops					
B9		50	Number of 1:1 Foreclosure Counseling Sessions					
B9			Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions					
B9			Number of 1:1 Attorney Consultations (Law Firm Subrecipients Only)					
B9			Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecipients Only)					
B9			Number referred to Attorney(s) for Legal Services					
B9			Number of Foreclosures Prevented					
C15	TOPA Pre-Purchase Counseling & Training		Number of TOPA Meetings with Tenant Association					

C15			Number of Attendees at TOPA Meetings	Public Service or NRSA				$0.00
C15			Number of TOPA Training Workshops to Tenants					
C15			Number of Attendees at TOPA Training Workshops					
C16	TOPA Post Purchase Counseling & Training		Number of TOPA Post Purchase Training Workshops	Public Service or NRSA				$0.00
C16			Number of Attendees at TOPA Post Purchase Workshops					
C16			Number of unduplicated households					
C16			Number of one on one counseling sessions					
C16			Number of group training/coaching					
C17	Tenant Counseling for HHA - Rental Accommodation Division		Number of unduplicated households	Public Service or NRSA	$12,329.60	$0.00	$3,930.40	$16,260.00
C17		20	Number of one on one counseling sessions					
C17		4	Number of group training/coaching					
C17		15	Number of Attendees at group training/coaching					
Marketing	MARKETING AND OUTREACH	3	Housing Fairs	Public Service or NRSA	$1,900.00	$0.00	$600.00	$2,500.00
Marketing		4	Other Tabling Events					
Marketing			Flyers Distributed					
Marketing			Social Media Posts (Facebook, LinkedIn, Instagram)					
Marketing			Mailings					
Marketing			Paid Advertising (display ads in print)					
Marketing			Other					
Marketing			Other					
	TOTALS	4312			$177,870.00	$0.00	$60,630.00	$254,500.00
					$177,870.00		$60,630.00	
					$0.70		$0.24	
					$0.00		$0.00	

Exhibit B Budget

- Schedules A (3-1) and A (3-2) for the First Performance Period

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 12/09/2024

ORGANIZATION NAME:	Greater Washington Urban League, Inc
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 to 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Number of Hours	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
Personnel Subtotals						$138,637.75

Fringe Benefits (Max 20%)	$27,727.55
Total NBAP Grant Personnel Costs	$166,365.30

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

Rev. 12/09/2024

ORGANIZATION NAME:	Greater Washington Urban League, Inc
PERIOD OF PERFORMANCE:	2/1/2025-9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	
WARD (if applicable):	
TYPE OF ACTIVITY:	

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$166,365.30	$0.00	$166,365.30
Credit Report	$1,200.00	$0.00	$1,200.00
Space	$19,000.00	$0.00	$19,000.00
Audit Fees	$2,500.00	$0.00	$2,500.00
Telephone	$3,600.00	$0.00	$3,600.00
Consumables Supplies	$500.00	$0.00	$500.00
Marketing & Outreach	$2,500.00	$0.00	$2,500.00
Training	$3,500.00	$0.00	$3,500.00
IT Services & Support	$3,163.74	$0.00	$3,163.74
Membership Dues	$0.00	$0.00	$0.00
Printing & Publication	$1,584.00	$0.00	$1,584.00
			$0.00
Total Direct Cost	$203,913.04	$0.00	$203,913.04
Total Indirect Costs (De Minimis Cost Rate 15%)	$30,586.96		$0.00
Total Costs	$234,500.00	$0.00	$203,913.04

Exhibit C Required Reporting

- Monthly Performance Report
- Monthly Report of Group Trainings
- Monthly Report on Outreach and Marketing Activities
- Monthly Reporting of Special Activities
- Monthly Reporting of changes in personnel relative to grant work and payroll
- Quarterly Beneficiary Data
- Quarterly Language Access Report
- Quarterly Data Report

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DC Department of Housing and Community Development

Deadline 00/00/0000

FY25 RFA: Housing Services

SHOW PROGRAM OVERVIEW SHOW PROGRAM REQUIREMENTS

SHOW RFA SECTION 3.2 - HOUSING SERVICES: DESCRIPTION OF HOUSING PROGRAMS AND SERVICES SHOW LIBRARY

HIDE ZOOMGRANTS HELP SHOW ANNOUNCEMENTS 1

ZoomGrants Help [hide this]

Creating a New Application to Submit
The 'Saving' screen is still flashing...now what?
Missed Deadline FAQs
Invite Collaborators to Work on Application

Applicant View

Application Status: Not Submitted

Basic Information | Part I and II-Application Narrative Questions | Budget | Organizational and Financial Capacity | Required Attachments | Activity Log

Report: **OVERDUE** | Report Totals

Ask a Report Question

(answers are saved automatically when you move to another field)

Instructions Show/Hide

As in the past, Performance Reporting is divided into three sections:

- **Workplan Metrics** (numbers only),
- **Accomplishment Narrative** (Text Boxes), and
- **Various uploads** (spreadsheets usually).

This data is extremely important. Reports can affect performance goals and funding. Your reports are used to report to the City Administrator, the Mayor (including DMPED) and to the District Council and its Committee on Housing. Where uploads are required, **use excel files or Word files.** This will allow your information to be uploaded into the database and reported to District leaders.

For **Workplan Metrics**, use only numbers or leave it blank. **Letters such as N/A are to be avoided.** This will make your report impossible to be uploaded in the DHCD database and will require your corrections. Only numbers zero (0) and above can be used. If a metric is left blank, it will be treated as a zero.

In the **Accomplishment Narrative**, text boxes are provided to provide statements of activities or the information requested. In the first Report, please answer Question 22 (Points of Contact) with all points of contact for the areas mentioned. Thereafter in subsequent months, if there are no changes, it is okay to say, "No Changes". The same is true for Question 21 (staffing). Please answer Question 23 (Success Stories), Question 24 (Good News), Question 25 (Other DC agencies and initiatives). Question 26 is important. Remember the RFA asked applicants to align outreach to the Focus Areas mentioned on pages 33 and 34 of the RFA. Mentioning specific Focus Areas in the narrative for Q26 is helpful.

The **Document Upload** section is where excel spreadsheets (usually, sometimes Word Documents) are uploaded. **PDFs cannot be uploaded into database.** [The District of Columbia is fortunate to have many DC Based Programs such as HPAP, IZ/ADU, PADD, SFRRP, TOPA, HRA/RAD related activities, as well as direct services to tenants and tenant groups, and services to Condo/Coop Associations. DHCD staff need monthly reporting in order to better do their work and respond to the needs of DC citizens. These reports are shared directly with the appropriate program manager.]

There three areas of your activities will be reported on a monthly basis to help us meet our HUD and DC Government requirements and the needs of DC residents.

Reporting for Fiscal Year 2025 will begin with Report # 1. The end of Government's fiscal year (9/30/2025) will conclude with Report # 10 and the close-out of FY25 Purchase Orders. The complete schedule is below for the monthly report.

Other Reporting: Beneficiary Data and Language Access

Other reports are also required. These include **Beneficiary Report** and **Language Access Report.** These two reports are required on a quarterly basis. These reports will not be answered within ZoomGrants. The Office of Program Monitoring will provide the spreadsheets to use for these quarterly reports. Please see your Grant Agreement for additional information about the monthly and quarterly reports. Please note, the Beneficiary Report corresponds to the sources and uses of your Grant Agreement. A separate Beneficiary Report is needed for each type of funding awarded: Public Service (PS), Non-Public Service (NPS) and NRSA Wards 7 & 8 PS and NPS.

These quarterly reports will be due:

Oct/Nov/Dec 2/24/2025

Jan/Feb/March 4/10/2025

April/May/June 7/10/2025

July/August/Sept 10/10/2025

Please note we cannot extend these deadlines since they are HUD's deadlines and not in our control. Please submit your report on schedule.

Please remember HUD views reporting and reimbursement requests as inseparable and therefore to be coordinated at the same time. Please avoid not filing on the deadline.

Monthly Reporting on Performance and Accomplishments

Report Number Period Covers Due Date

Report Number	Period Covers	Due Date	Notes
Report 1	FY25 Q1 (Oct/Nov/Dec)	03/03/2025	
Report 2	January	03/03/2025	
Report 3	February	03/10/2025	
Report 4	March	04/10/2025	
Report 5	April	05/10/2025	
Report 6	May	06/10/2025	
Report 7	June	07/10/2025	
Report 8	July	08/10/2025	
Report 9	August	09/10/2025	
Report 10	September	10/10/2025	

In ZoomGrants reporting, there are data questions. Please enter only a whole number. If a particular question doesn't apply to your statement of work and workplan, please enter zero. The narrative questions also require a response. If there is nothing to report in the narrative, please enter a statement such as "No changes" or "Not applicable".

Report 1: 3/3/2025

This report is OVERDUE. Submit Report 1

Agency

This is a branching question. The system will remove questions that do not apply to you based on your answer to Question #1.

Please disregard the number sequencing.

1. Identify Your Agency Name

This is a branching question. Only the questions that apply to your agency will appear.

- ○ CARECEN-Central American Resource Center
- ○ Centro de Apoyo Familar

- ○ Greater Washington Urban League, Inc.
- ○ Housing Counseling Services
- ○ Latino Economic Development Corporation of Washington DC
- ○ Legal Counsel for the Elderly
- ○ Lydia's House in Southeast, Inc.
- ○ Manna, Inc.
- ○ Marshall Heights Community Development Organization, Inc.
- ○ Mi Casa
- ○ Neighborhood Legal Services Program of the District of Columbia
- ○ University Legal Services

Workplan Accomplishment Metrics

2. A1: HUD Housing Counseling

Ignore the auto-total number.

Number of First Time Homebuyers Purchasing Homes

Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)

Number of 1:1 Counseling Sessions (Budget & Credit)

Number of unduplicated households

Number of 1:1 Homebuyer Counseling Sessions

Number of unduplicated households

3. A2: 8-Hour Homebuyer Class

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of 8-hour Homebuyer Educations Classes

Number of Attendees of 8-hour Homebuyer Classes

Number of DHCD Certificates issued

4. A3: HPAP (EAHP/NEAHP)

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of HPAP Pre Purchase Orientations conducted

Number of Attendees at HPAP Orientations

Number of Files submitted to HPAP Administrators

Number of 1:1 HPAP Counseling Sessions

Number of unduplicated households

5. A4: IZ/ADU Orientations

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of IZ Orientations Conducted

Number of Attendees at IZ Orientations

Number of DHCD Certificates issued

6. A5: IZ/ADU Income Certifications

Ignore the auto-total number.

Number of IZ/ADU Income Cetifications completed

7. A6: PADD

Ignore the auto-total number.

Number of PADD group training/coaching

Number of Attendees at PADD group training

Number of 1:1 PADD sessions (if applicable)

Number of unduplicated households receiving 1:1 PADD sessions

Number of PADD Income Certifications

8. A7: General Housing Services & Information (Group Training)

Ignore the auto-total number.

Number of Financial Literacy Trainings (including but not limited to credit & budgeting)

Number of Attendees at Financial Literacy Trainings

Number of Homebuyer Clubs Meetings

Total of Attendees at Homebuer Club Meetings

Number of group trainings or workshops not reported in other categories

Number of Attendes at group trainings or workshops not reported in other categories

9. B8: General Home Management (Post Purchase Non-Delinquent)
Ignore the auto-total number.

Number of Homeownership Preservation Workshops

Number of Attendees at Homeownership Preservation Workshops

Number of Post-Purchase Workshops (not including Homeownership Preservation)

Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)

Number of 1:1 Post-Purchase Counseling Sessions

Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions

10. B9: Foreclosure Counseling
Ignore the auto-total number.

Number of Foreclosure Workshops

Number of Attendees at Foreclsoure Workshops

Number of 1:1 Foreclosure Counseling Sessions

Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number of Foreclsoures Prevented

11. B10: Eviction Counseling

Ignore the auto-total number.

Number of Eviction workshops

Number of Attendees at Eviction workshops

1:1 Eviction Counseling

Unduplciated households 1:1 Eviction Counseling

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number Evictions Prevented

12. B11: SFRR

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of SFRRP Orientations conducted (required)

Number of 1:1 Intake sessions

Number of unduplicated households

Number of complete applications submitted in SFRRP Portal

13. B12: Legal Services for Seniors, Coops and Condos

Ignore the auto-total number.

Senior households receiving legal services

Coop Associations receiving legal services

Condo Associations receiving legal services

Number of Training for Law Firms

Number of Attendees at law firm training

Number of outreach activities

Number of new partnerships initiated

Number of clients helped with Schedule H

Number of clients helped with life planning docs

Number pro bono attorneys engaged in housing-related matters

Number veterans receiving legal counsel/advice

14. B13: Technical Assistance for Coop
Ignore the auto-total number.

Number of Co-Op Associations receiving Technical Assistance

Number of Action Plans written for Co-Op Associations

Number of Successful Outcomes for Co-Op Associations

Number of Asset Management Improvement Services Provided for Co-Op

Number of Asset Management Tactical Support Services Provided to Co-Op

Number of Consultative Services Provided to Co-Op Associations and Clients

Number of Legal Assistant Services provided to Distressed Co-Op Associations

Number of Organization Sustainability Tactical Support Services Provided to Co-Ops

Number of Ownership Educations Sessions provided to different ownership models including shared equity

Number of Relocation Plans completed and accepted for Co-Ops

Numbers of Trainings on Board Operations Governance & Management to Co-ops

Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management

Number of written Asset Management & Sustainability Plans for Co-Ops

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Co-Op Associations

Number of Associations (Coops) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Co-Op Associations

15. B13: Technical Assistance for Condo Associations

Ignore the auto-total number.

Number of Condo Associations receiving Technical Assistance

Number of Action Plans written for Condo Associations

Number of Successful Outcomes for Condo Associations

Number of Asset Management Improvement Services Provided for Condo

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo

Number of Asset Management Tactical Support Services Provided to Condo

Number of Legal Assistant Services provided to Distressed Condo Associations

Number of Consultative Services Provided to Condo Associations and Clients

Number of Organization Sustainability Tactical Support Services Provided to Condo Associations

Number of Relocation Plans completed and accepted for Condo Associations

Numbers of Trainings on Board Operations Governance & Management to condo associations

Number of written Asset Management & Sustainability Plans for Condo Associations

Number of Associations (Condos) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Condo Associations

16. B14: Technical Assistance for Small Apartment Owners (25 units and less)

Ignore the auto-total number.

Number of Inquiries Received

Number of Owners/Managers receiving Services

Number of Action Plans Written

Number of Action Plans Implemented/Completed

Number of Owners/Managers needing Asset Management Guidance

17. C15: TOPA Pre-Purchase Counseling & Training

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Meetings with Tenant Association

Number of Attendees at TOPA Meetings

Number of TOPA Training Workshops to Tenants

Number of Attendees at TOPA Training Workshops

18. C16: TOPA Post-Purchase Counseling & Training

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Post Purchase Training Workshops

Number of Attendees at TOPA Post Purchase Workshops

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

19. C17: Tenant Counseling for HRA - Rental Accommodation Division

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

Number of Attendees at group training/coaching

20. Marketing & Outreach

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Housing Fairs

Other Tabling Events

Flyers Distributed

Social Media Posts (Facebook, LinkedIn, Instagram)

Mailings

Paid Advertising (display ads in print)

Other

Accomplishment Narrative

21. Staffing Information: Any changes (terminations or new hires) in staff members who are on the grant? Or in the Executive Leadership or Management Team? Number of HUD Certified Counselors (expressed as FTEs) on staff at the

end of this reporting period?

Maximum characters: 1000. You have 1000 characters left.

22. Who are the current Points of Contact and email for the following: 1) Executive Leader (NOTE: Executive leader is copied on all communication): 2) Grant/Fund Development: 3) Grant/Accounting: 4) Program Managers/Directors/Supervisors:

Maximum characters: 1000. You have 1000 characters left.

23. Please provide us with client success story/stories for this quarter by program. You may provide a link to an article that has been written for other purposes (newsletter, website, or newspaper article).
Redact (use a pseudonym) for any client name or other personal identifying information if you have not received a release.

Maximum characters: 3000. You have 3000 characters left.

24. Any good news to share? Any events and activities coming up? (e.g. obtained other grant funds to leverage DHCD grant, Open Houses, Presentations, Community Events, etc.)
Upload a calendar of upcoming program events (in-person or webinars).

Maximum characters: 3000. You have 3000 characters left.

25. Describe your organization's involvement in other projects or initiatives with other District agencies.

Maximum characters: 3000. You have 3000 characters left.

26. Describe your marketing and outreach during this period. What groups or areas did you market to, numbers, and in what way did you contact them (mail, event, email, personal, media, etc.)?

Maximum characters: 3000. You have 3000 characters left.

27. Describe any specific obstacles (if any) to your organization's program or service delivery during this period?

Maximum characters: 3000. You have 3000 characters left.

Documents Requested *	Required?	Uploaded Documents *	
ALL: Procurement Report, as applicable Download template: Procurement Report			Upload
ALL: Language Access for Outreach and Group Sessions Download template: Language Access for Outreach and Group Sessions	Required		Upload
ALL: Calendar of Next Quarter (3 months) of Orientations, Trainings, Workshops & 8-Hour Classes	Required		Upload
A-2 HBE 8-Hour Class Attendance Certificates Download template: A-2 HBE 8-Hour Class Attendance Certificates			Upload
A-3 Homebuyer Assistance Program Intake Download template: A-3 Homebuyer Assistance Program Intake			Upload
A-4 IZ Orientation Attendance Certificates Download template: A-4 IZ Orientation Attendance Certificates			Upload
B-11 SFRRP Intake Download template: B-11 SFRRP Intake			Upload
C-15 and C-16 TOPA Reporting Download template: C-15 and C-16 TOPA Reporting			Upload
C-17 Training for Tenants and Tenant Organizations Download template: C-17 Training for Tenants and Tenant Organizations			Upload

** ZoomGrants™ is not responsible for the content of uploaded documents.*

CDBG PUBLIC SERVICE* HOUSING COUNSELING (HC) PROGRAM

HEAD OF HOUSEHOLD DEMOGRAPHICS

IDIS Number	
Community Based Organization (CBO)	
National Objective/Matrix Code	
Project Analyst	
Proposed HOUSEHOLDS TO Serve	
Total HOUSEHOLDS Served	
Difference Used for CAPER Analysis	

Tip #1	Avoid Duplicative Reporting
Tip #2	Complete each cell; even if N/A (Not Applicable)
Tip #3	Do not complete Grayed-Out Cells
Tip #4	Based on HEAD of HOUSEHOLD
Tip # 5	Submit Quarterly
Tip #6	Public Service - HC that cannot show proof a home was purchased.
Tip # 7	OPH - Kelly Ann Morrow, DHCD Grant Management Officer, kelly-ann.morrow@dc.gov

HEAD OF HOUSEHOLD CHARACTERISTICS

Race/Ethnicity/Household Composition	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	ALL MUST MATCH: Total All Wards	ALL MUST MATCH: Total Tenants and Owners
White	0	1		0	1																					0	0	0
Black/African American	0	0		0	0																					0	0	0
Asian	0	0		0	0																					0	0	0
Native American/Alaskan Native				0	0																					0	0	0
Native Hawaiian/Other Pacific Islander				0	0																					0	0	0
Native American/Alaskan Native & White				0	0																					0	0	0
American Indian/Alaskan Native & White				0	0																					0	0	0
Asian & White				0	0																					0	0	0
Black/African American & White				0	0																					0	0	0
Native American/Alaskan Native & Black/African American				0	0																					0	0	0
Other Multi Racial				0	0																					0	0	0
Did Not Report				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Income Data (In accordance with HUD Part 5)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	ALL MUST MATCH: Total All Wards	ALL MUST MATCH: Total Tenants and Owners
Extremely Low 0-30 %	0			0	0																					0	0	0
Low 31%-50%	0			0	0																					0	0	0
Moderate 51%-80%	0			0	0																					0	0	0
Non-Low/Moderate 81% - 110%				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Additional Data (Does not apply to Single Family Residential Rehabilitation Programs)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	ALL MUST MATCH: Total All Wards	ALL MUST MATCH: Total Tenants and Owners
With New or Continuing Access to Service or Benefit	0			0	0																					0	0	0
With Improved Access to Service or Benefit				0	0																					0	0	0
Receives a Service or Benefit that is No Longer Substandard				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Language Access

The recent Executive Order of the President makes English the Official Language of the United States.

Grantees may translate forms, document, trainings into other languages as they deem appropriate for the benefit of clients.

Grantees may also make provision for clients to have access who are English Proficient/Non-English Proficient (LEP/NEP).

The Language Access line remains available to Grantees. OPM can provide the phone number.

Grantees are encouraged to report on a quarterly basis concerning language accommodation for clients.

Tracking includes:

- Language
- Use of interpreter, bi-lingual staff person or language access telephonic line
- Used on the group basis or individual and the number of each

Exhibit D Method to determine Client Eligibility for Services

Method to determine Client Eligibility for Services:
By Household

DHCD will provide the spreadsheet to use for this Quarterly Report

If a grantee has two or three sources/uses of grant funds, a separate report is needed for each.

Sources/Uses includes

1. Public Services (PS),
2. Non-Public Services (NPS) and
3. NRSA Wards 7 & 8 PS & NPS.

For each the Household report includes:

Section 1

Grantees will provide the following information concerning race/ethnicity which shall be recorded by

- Ward,
- Head of Household,
- Tenant/Owner

White
Black/African American
Asian
Native American/Alaskan Native
Native Hawaiian/Other Pacific Islander
Native American/Alaskan Native & White
American Indian/Alaskan Native & White
Asian & White
Black/African American & White
Native American/Alaskan Native & Black/African American
Other Multi Racial
Did Not Report
TOTAL

Section 2

Also, each household shall be counted by income category using the CDBG income categories and dollar amounts. (See chart in this exhibit.)

Section 3

Lastly, each household shall be counted by CDNG service category.

With New or Continuing Access to Service or Benefit
With Improved Access to Service or Benefit
Received a Service or Benefit that is No Longer Substandard

The Number of Households in each of the above calculations be the same. That is, if 100 households are reported in Section 1, there must be 100 in reported also in Sections 2 and 3.

This procedures is repeated for:

- Non-Public Service Activities
- NRSA Wards 7 & 8 Public Service and Non-Public Service

INCOME LIMITS WITH UNCAPPED LIMITS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
U.S. Department of Housing and Urban Development (HUD) FY 2023
Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	**84,400**	**96,450**	**108,500**	**120,550**	**130,200**	**139,850**	**149,500**	**159,150**

	Median Income	**Family Four Low Income Limit**
DC	**$152,100**	**$95,300**

This grant will consider eligibility based on Household Beneficiary Data

Exhibit E Budget Modification Form

BUDGET MODIFICATIONS

To request a Budget Modification, please reach out to your Point of Contact with Community Services to request the excel file.

The excel file should be returned to Community with the details (below) about your request. You may also send a PDF of the excel file in addition to the excel file itself. The excel is needed to upload to the database.

There should be a cover letter from the Executive Director requesting the modification as outlined in excel file attached. Only the Executive Director as a signatory to the Grant Agreement can request a Budget Modification.

The Excel file will guide you through the process.

The Excel template asks you for each line item in the A 3-2 (Personnel) to indicate the current budget and the requested budget modification for:

- Hourly rate
- Number of Hours to be charged to the Grant (total for the year)

Similarly for the A 3-1 the template asks the current Budget Amount for each line item and the requested modification amount for each line item in the A 3-1.

Each line item in the A 3-1 and A 3-2 must be included in the Modification.

The deadline to request a Budget Modification is June 1st of each year.

The Community Services team is available to provide technical assistance.

Cost Category	Current Budget	Increase (Decrease)	Requested Modification Amount
Personnel (Salary & Fringe)	$0.00	$0.00	$0.00
Credit Report	$0.00	$0.00	$0.00
Space	$0.00	$0.00	$0.00
Insurance	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Training	$0.00	$0.00	$0.00
IT Services & Support	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$0.00	$0.00	$0.00
Total Indirect Costs (De Minimis Cost Rate 15%)	$0.00		$0.00
Total Costs	$0.00	$0.00	$0.00

Exhibit F Drug Free Workplace Certification

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Certifications Regarding
Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact.

1. **LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code. and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - lll, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. Debarment, Suspension, And Other Responsibility Matters (Direct Recipient)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

1. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F. for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020. Notice shall include the identification number(s) of each effected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and incising termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (1), (c), (d), (e), and (f).

B. The applicant may insert in the space provided below the sites) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Drug-Free Workplace (Grantees who are Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, subpart F, for grantees as defined at 28 CFR Part 67; Sections 67 615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020.

As the duly authorized representative of the applications,
I hereby certify that the applicant will comply with the above certifications.

Greater Washington Urban League, Inc
2091 14th Street, NW, Washington, DC 20009

1. Grantee Name and Address

Grant# 2025-03

CDBG/NBAP Housing Counseling Services

2. Application Number and/or Project Name

53-0208981

3. Grantee IRS/Vendor Number

George H Lambert Jr., CEO

4. Typed Name and Title of Authorized Representative

5. Signature

10/18/2024

6. Date

DHCD Contract No. 2025-03
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit G Service Area Eligibility

This grantee provides services to residents of all DC Wards and will focus on the neighborhoods in these corridors where DHCD has invested resources for housing development.

- 16th St NW Corridor near the intersection with Havard St NW (Columbia Heights) in Ward 1
- Georgia Ave and New Hampshire Ave NW Corridor (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- Rhode Island Ave and South Dakota Ave NE Corridor (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 5
- M and South Capitol Streets SW Corridor (Greenleaf/Waterfront) in Ward 6
- Benning Road and Florida Ave NE Corridor (NoMa/Ivy City/Trinidad) Ward 6
- Minnesota Ave and Benning Rd NE Corridor (Benning, Greenway) in Ward 7
- Pennsylvania Ave and Minnesota Aves SE Corridor (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- East Capitol and Benning Rd Corridor (Capital View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- Marion Barry Ave and Martin Luther King Aves SE Corridor (Historic Anacostia, Fairlawn Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- Marion Berry Ave and Alabama Aves Corridor (Skyland, Woodland, Garfield Heights) in Ward 8
- Martin Luther King Ave and Alabama Ave Corridor (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- South Capital St and Chesapeake Aves SE Corridor (Bellevue, Washington Highlands) in Ward 8

DHCD Contract No. 2025-03
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit H Insurance Requirements

DHCD-BILL WINSTON-GRANT FOR VARIOUS COMMUNITY-BASED ORGANIZATIONS HOUSING COUNSELING AND SERVICES AF07082024

INSURANCE

A. GENERAL REQUIREMENTS. The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this grant, the types of insurance specified below. The Grantee shall submit a Certificate of Insurance to the Grant Administrator (GA) giving evidence of the required coverage prior to commencing performance under this grant. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the GA.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Grantee and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this grant, with the understanding that any affirmative obligation imposed upon the insured Grantee or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its subcontractors, and not the additional insured. The additional insured status under the Grantee's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the GA in writing. All of the Grantee's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Grantee or its subcontractors, or anyone for whom the Grantee or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the GA with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the GA in writing), covering liability for all ongoing and completed operations of the Grantee and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an

Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or it's equivalent) to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the GA in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee in connection with work under this agreement, with a minimum combined single limit of $1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Grantee shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Defense costs shall be in addition to and not erode the limits of liability
e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or it's equivalent)

3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

   Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   The Workers Compensation and Employers Liability shall be further endorsed to:
   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the GA of commercial umbrella or excess liability insurance with minimum limits of $5,000,000 per occurrence and $5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS
Any and all subcontractors engaged by Grantee for work under this agreement shall be required to have the same insured required of Grantee. Should the Grantee wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Grantee shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Grantee. In either instance, the Grantee must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

E. DURATION. The Grantee shall carry all required insurance until all grant work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this grant and two years for non-construction related grants.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the Grantee's liability under this grant.

G. CONTRACTOR'S PROPERTY. Grantee and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.

H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the grant price.

I. NOTIFICATION. The Grantee shall ensure that all policies provide that the GA shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Grantee no long complying with the above requirements. The Grantee shall provide the GA with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the GA with an updated Certificate of Insurance should its insurance coverages renew during the grant. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Grantee at least 30 days' notice of the change. Grantee must comply, at your expense, and deliver to the GA evidence of compliance before the change becomes effective.

J. CERTIFICATES OF INSURANCE. The Grantee must send to GA, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Grantee must also provide us with evidence of renewal before the expiration date of each insurance policy. Grantee is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . Certificates of insurance must reference the corresponding grant number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:
William Winston, Grant Administrator (DHCD)
1909 Martin Luther King Jr Av SE, Washington DC 20020
771-208-9628
Bill.winston@dc.gov

The GA may request and the Grantee shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Grantee expires prior to completion of the grant, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the GA prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the GA on an annual basis as the coverage is renewed (or replaced).

K. DISCLOSURE OF INFORMATION. The Grantee agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Grantee, its agents, employees, servants or subcontractors in the performance of this grant.

L. CARRIER RATINGS. All Grantee's and its subcontractors' insurance required in connection with this grant shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.

M. WARRANTIES. When applicable, the Grantee should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). GA should collect, review for accuracy, and maintain all warranties for goods and services.

Exhibit I **Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures**

Mayor's Order 2023-131

GOVERNMENT OF THE DISTRICT OF COLUMBIA
ADMINISTRATIVE ISSUANCE SYSTEM

Mayor's Order 2023-131
October 31, 2023
SUBJECT: Updated District Government Sexual Harassment Policy, Guidance, and Procedures

ORIGINATING AGENCY: Office of the Mayor

By virtue of the authority vested in me as Mayor of the District of Columbia by sections 422(2), (3), and (11) of the District of Columbia Home Rule Act of 1973, 87 Stat. 790; Pub. L No. 93-198, D.C. Official Code §§ 1-204.22(2), (3), and (11), it is hereby **ORDERED** that:

I. PURPOSES AND BACKGROUND

This Order incorporates provisions of, updates, and supersedes Mayor's Order 2017-313, dated December 18, 2017, regarding sexual harassment in District of Columbia ("District") Government workplaces.

In addition to providing procedural updates to the District's sexual harassment policy, this Order establishes and directs the Sexual Harassment Task Force to further examine the District's sexual harassment policies and provide recommendations to further the goal of a harassment-free workplace; establishes obligations of District Government employees; adds Mayor's direct reports to those required to be referred for outside investigation of sexual harassment; and bans all sexual and romantic relationships between supervisors and the employees in their chain of command.

This Order reaffirms that the District Government does not tolerate any form of inappropriate workplace conduct including sexual harassment, nor does it tolerate sexual harassment in non-employment interactions between District Government employees and the public. Sexual harassment is recognized as one of the most unjust, demeaning, and demoralizing examples of workplace misconduct.

This Order also requires that employees be trained on sexual harassment every year and provides additional specificity as to the qualifications and role of Sexual Harassment Officers.

Further, this Order directs agency compliance with the Sexual Harassment Data Collection and Reporting Act of 2022, D.C. Law 24-171, D.C. Official Code § 1-546.01, and clarifies, consistent with the Human Rights Enhancement Amendment Act of 2022, D.C. Law 24-172, D.C. Official Code § 2-1402.11(c-2), the definition of sexual harassment.

II. INDIVIDUALS AND ENTITIES COVERED

A. Prohibitions and Protections

1. This Order is intended broadly to prohibit sexual harassment in all interactions with District Government employees and officials and persons acting on behalf of the District Government, and to facilitate speedy investigation and non-monetary remedial action including warnings to stop offensive behavior, additional training, reassignments, and personnel and contract actions.

2. The District of Columbia prohibits workplace sexual harassment by all District Government employees and officials. The prohibition applies to harassment of other employees and officials and to harassment of third parties

and members of the public interacting with the District Government, such as vendors, contractors, grantees, customers, clients, and other persons visiting or working at District Government worksites or service sites inside and outside District Government agencies.

3. Likewise, contractors and grantees carrying out work on behalf of the District Government shall not sexually harass colleagues who carry out work on behalf of the District Government; District Government employees; or customers, clients, or beneficiaries of the services the contractors and grantees provide on behalf of the District Government; and those clients, customers, beneficiaries, employees, and colleagues may file complaints that trigger sexual harassment investigations and possibly remedies. Remedies may include requiring the contractor or grantee to use alternate personnel to provide services, and other remedies available under the contract or grant agreements up to and including contract or grant termination or non-renewal of the grant or contract.

4. In addition, sexual harassment by District Government clients, customers, or visitors against District Government employees, contractors, or grantees, or other clients, customers, or visitors, at District Government worksites or service sites, is prohibited and complaints made against District Government employees who sexually harass contractors, grantees, agency clients, customers or visitors, upon investigation, may result in discipline of the employee and accommodations of the contractor, grantee, customer or visitor, such as having another government official assigned to the matter.

5. In the course of their duties as members of District of Columbia boards and commissions, board and commission members are bound by the prohibitions, procedures, and deadlines set forth in this Order.

6. Not every procedure set forth in this Order applies to persons not working for the District Government.

B. Scope

1. Laws prohibiting sexual harassment apply throughout the District Government. The agencies listed below should either use the training, procedures, information, and processes provided in this Order, or their own, similar ones. To the extent District law requires centralized reporting, the reporting requirements in this Order apply to all agencies.

2. Those agencies include the Office of the Attorney General, the Office of the Chief Financial Officer, the Board of Elections, the Zoning Commission, the Public Service Commission, the Commission on Arts and Humanities, the Washington Convention and Sports Authority (Events DC), the Board of Education, the University of the District of Columbia, the DC Public Library, the DC State Athletics Commission, the Public Charter School Board and public charter schools, the Office of the People's Counsel, the District of Columbia Water and Sewer Authority (DC Water), the Green Finance Authority, the Health Benefit Exchange Authority, the Not-for-Profit Hospital Corporation, the Contract Appeals Board, the DC Retirement Board, the Office of Employee Appeals, the DC National Guard, the Criminal Justice Coordinating Council, the Office of Police Complaints, the Corrections Information Council, and the Uniform Law Commission.

3. This Order does not apply to the Council of the District of Columbia, Advisory Neighborhood Commissions, or the DC Courts, and agencies and offices subordinate to them.

III. SEXUAL HARASSMENT

A. Through the Human Rights Enhancement Amendment Act of 2022, D.C. Law 24-172, effective September 21, 2022; D.C. Official Code § 2-1402.11(c-2), the Council has, in the employment context, expanded the definition of "harassment" and "sexual harassment" under the D.C. Human Rights Act to provide that sexual harassment includes conduct of a sexual nature, "whether direct or indirect, verbal or nonverbal, that unreasonably alters an individual's terms, conditions, or privileges of employment or has the purpose or effect of creating an intimidating, hostile, or offensive work environment."

B. In addition, sexual harassment includes "sexual advances, requests for sexual favors, or other conduct of a sexual nature where submission to the conduct is made either explicitly or implicitly a term or condition of employment or where submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual's employment." This is sometimes referred to as quid pro quo sexual harassment.

C. In determining whether sexual harassment has taken place, the D.C. Human Rights Act states that "conduct need not be severe or pervasive to constitute harassment" and that "no specific number of incidents or specific level of egregiousness is required."

D. Examples of conduct that can contribute to or constitute sexual harassment or an intimidating, hostile, or offensive work environment include:

1. Sex acts;

2. Display of sexual organs;

3. Using sexually oriented or sexually degrading language describing an individual or their body, clothing, hair, accessories, or sexual experiences;

4. Sexually offensive comments or off-color language, jokes, or innuendo that a reasonable person would consider to be of a sexual nature, or belittling or demeaning to an individual or a group's sex, sexual orientation, or gender identity;

5. "Sexting" or seeking or sending pictures of intimate body parts;

6. Taking or displaying pictures of body parts meant to be covered up (such as "upskirting" pictures);

7. Displaying or disseminating sexually suggestive objects, books, screensavers, magazines, photographs, music, cartoons, or computer internet sites or references;

8. Unnecessary and inappropriate touching or physical contact, such as intentional and repeated brushing against a colleague's body, touching or brushing a colleague's hair or clothing, massages, groping, patting, pinching, or hugging, that a reasonable person would consider to be of a sexual nature;

9. Leering, ogling, or making sexually suggestive gestures or sounds, such as whistling or kissing noises;

10. Making inquiries about someone's private sex life or describing one's own sex life;

11. Workplace sexual comments, conduct, displays and suggestions between two willing parties in the presence of another that are inconsistent with professional workplace norms;

12. Any unwanted repeated contact, including, but not limited to in-person, or telephonic, for romantic or sexual purposes;

13. Giving a preference to someone who is engaged in a dating, romantic, or sexual relationship based on the relationship to the disadvantage of someone who is not engaged in a dating, romantic, or sexual relationship; and

14. Sexual assault, stalking, trapping someone such that they are not free to leave and a sexual encounter is expected or threatened, threats of bodily harm relating to sex or the refusal to have sex, or other crimes related to acts of sexual harassment.

E. Further, the District may treat some conduct of a sexual nature as misconduct, even when it does not rise to the level of unlawful sexual harassment actionable under the D.C. Human Rights Act. As an example, an employee who tends to greet people with a hug may have been warned that the conduct was offensive to some employees and then hugs an employee whom they have not seen in many months. The conduct may not rise to the level of "unreasonably altering the individual's terms, conditions, or privileges of employment," but it could constitute misconduct since they had been warned that some employees associate hugging with unwanted sexual contact that is offensive in the work environment.

IV. DATING, ROMANTIC, AND SEXUAL RELATIONSHIPS IN THE WORKPLACE

A. Prohibitions

1. Prohibitions on certain dating, romantic, or sexual relationships in the workplace exist to prevent real or perceived impropriety, favoritism, conflicts of interest due to power dynamics, control of an employee's assignments and performance reviews, as well as to advance fairness for all other employees, contractors, grantees, and clients. Even consensual dating, romantic, or sexual relationships can generate allegations of favoritism based on sexual relationships or sexual harassment by one of the parties or a third party. Relationships, or aspects of relationships, that may be perceived as consensual by one party may be considered coerced or harassing by the other party due to power dynamics, and relationships that start consensually may evolve into sexual harassment.

2. Subject to the conditions and implementation procedures discussed in this Order, it is now the policy of the District Government that a dating, romantic, or sexual relationship between a supervisor and any employee in the chain of command they supervise – whether supervision is direct or indirect, operational or situational – is prohibited. Note that chain of command in this definition may span agencies or divisions within an agency.

3. In addition, District Government employees shall not initiate a dating, romantic, or sexual relationship with trainees, recruits, or interns, regardless of the employee's assignment in relation to the trainee, recruit, or intern if the employee is in the same agency as the trainee, recruit, or intern.

4. Further, this Order prohibits dating, romantic, and sexual relationships when they are prohibited by applicable professional or ethical standards, such as lawyer-client, doctor-patient, or social worker-client.

5. District Government employees shall not participate personally and substantially in particular matters that affect or could affect the financial interests of someone with whom they are in a dating, romantic, or sexual relationship, whether that person is an employee, grantee, contractor, or client of the agency.

B. Designation of Person or Committee to Resolve Issues Surrounding Workplace Relationships; Existing Relationships

1, By November 17, 2023, District Government agency directors shall designate their own agency human resources agency/officers, another appropriate officer, or an office or committee to receive disclosures of relationships and resolve workplace issues arising from any prohibited dating, romantic, or sexual relationship on a case-by-case basis consistent with this Order; absent such a designation, disclosures shall be made to the Director.

2. By December 8, 2023, existing relationships that fall within the prohibitions of this Order must be disclosed to the designee identified in subsection IV.B.1. of this Order, in the manner specified by their agency or on a form to be created by DCHR, whereupon the situation will be evaluated and a resolution determined.

3. Resolution may involve giving the employees a defined but reasonable time to find a new position where the relationship is not implicated by this Order; shifting reporting structures to take the relationship out of a prohibited status; or establishment of recusal structures when the employees do not work in the same agency or division but they heretofore were in situational or operational chains of command.

4. To the extent adjustments are made in work sites or shifts, reporting structures, job duties or any other factor for one or both of the persons in the relationship, agencies shall endeavor to afford such options on a voluntary basis for all concerned, particularly if an employee not involved in a prohibited relationship is affected by any proposed accommodation of the relationship.

5. If no satisfactory resolution of the prohibited relationship can be reached, the persons in a dating, romantic, or sexual relationship may request a waiver of the provisions of this Order. Waiver requests shall be submitted to the Mayor and shall be accompanied by a recommendation from the agency or agency designee. Waiver requests may include any information relevant to the determination and shall be on a form to be created by the Department of Human Resources ("DCHR").

6. Agencies may make reasonable efforts to assist with a transfer or reassignment, without prejudicing either employee (or any other employee), but it is not the responsibility of the personnel authority or the agency to restructure their agency operations or find a new position for someone in the relationship. No agency is required to grant a request or application for a transfer.

7. Agencies may promulgate regulations or policies consistent with this Order to effect its implementation and to provide consistent treatment for employees facing this situation, though each relationship may pose unique issues. Agencies may also issue rules explaining in more detail for their agencies' employees and contractors how terms such as "dating," "chain of command" and "trainee" are to be interpreted considering their agency's operations. Agencies may prohibit dating, romantic, or sexual relationships with their own clients or clients of the agency or a subset of the agency, as the agency deems appropriate to prevent factual or perceived impropriety or favoritism. For instance, an agency with both social workers and non-licensed employees providing case work to agency clients could extend the ban on dating and sexual relationships with clients to their non-licensed employees, to hold them to the same professional standards as their licensed colleagues.

8. By December 12, 2023, agencies shall report the number of disclosed relationships to the Mayor's Office of Legal Counsel ("MOLC") and the contact information of the person handling requests for accommodation, for consideration by the Sexual Harassment Taskforce.

C. Disclosure of Relationships

1. In addition to the disclosures of existing relationships required by Section IV.B., if by promotion or agency reorganization or other circumstance, two employees in a dating, romantic, or sexual relationship would fall into a prohibited relationship status, their relationship must be disclosed as soon as the possibility of falling into prohibited status is realized by either person in the relationship.

2. If there is a reasonable likelihood that someone would raise a credible charge that there was or could be preferential treatment based on a dating, romantic, or sexual relationship that is not in a chain of command, then the employees involved in the dating, romantic, or sexual relationship must also report their relationship to the person or office designated pursuant to Section IV.B. Such reporting is necessary for consideration of whether additional safeguards are necessary and whether the prohibition on relationships based on situational supervision is implicated.

D. New Relationships

Generally, if two persons in a chain of command wish to begin a dating, romantic, or sexual relationship with each other, one party to the relationship should apply for a transfer or otherwise seek employment that eliminates the supervisory relationship before the relationship begins so that no prohibited relationship commences. For example, a supervisor may be transferred to another supervisory role so that they are not in the chain of command with the other person.

E. Conduct

1. District Government employees in a dating, romantic, or sexual relationship with another District Government employee, or client/customer of their agency, or grantee or contractor of their agency, shall conduct themselves in an appropriate manner while on duty and shall not engage in behavior that detracts from a professional work environment.

2. Any sexual activity at work sites or during an employee's working hours, regardless of location, is prohibited.

F. Violations

A violation of a provision of this Order regarding dating, romantic, or sexual relationships may not constitute sexual harassment as defined above, but an employee who engages in a prohibited relationship under Section IV.A. of this

Order or fails to disclose a relationship that is required to be disclosed shall be subject to appropriate personnel action, up to and including termination.

G. Legal Representation

If legal action is commenced against the District of Columbia and/or a supervisor who engaged in a dating, romantic, or sexual relationship with an employee, or a person engaged in a potentially-conflictual relationship, the existence of the sexual or romantic relationship will be a factor in the District of Columbia's decision to provide legal representation to the supervisor or the employee(s) engaged in a relationship.

V. PROCEDURES FOR STOPPING SEXUAL HARASSMENT; REPORTING AND INVESTIGATING SEXUAL HARASSMENT CLAIMS

A. Employee Obligations

1. District Government employees are bound by the principles set forth in the Code of Conduct at 6B DCMR §§ 1800.2-1800.4 and are expected to act at all times in a manner reflecting their roles as public servants. Depending on an employee's role in the District Government, the obligations regarding the prevention of sexual harassment may differ. "Employees" for the purpose of this Order include contractors engaged by the District Government performing work on behalf of the District similar to that as its employees, such as at District worksites.

2. All employees are obligated to:

a. Refrain from engaging in behavior that constitutes sexually harassing conduct;

b. Refrain from initiating or conducting a prohibited dating, romantic, or sexual relationship as described in Section IV.A. of this Order;

c. Disclose their own dating, romantic, or sexual relationships with other employees if required in Section IV.D. of this Order;

d. Affirm their agreement to comply with this Order;

e. Complete annual sexual harassment training;

f. Cooperate fully in any inquiry or investigation into an alleged violation of this Order; and

g. Refrain from any behavior that may call into question the impartial and harassment-free provision of services to constituents, agency clients or customers, contractors, or grantees.

3. Supervisors should take particular care to avoid conduct that could lead to allegations of sexual harassment, considering time, place, and situations of interactions with employees.

B. Employee Communication

1. To avail themselves of the procedures and protections of this Order, when a District Government employee finds conduct unwelcome, intimidating, or offensive, they may: (a) tell the person who is engaging in offensive or inappropriate sexual conduct to stop and that such conduct is unwelcome; or (b) ask the employee's supervisor, General Counsel, or Sexual Harassment Officer to advise the person that the conduct is offensive and unwelcome; or (c) proceed immediately to file a complaint of sexual harassment under this Order.

2. Employees and others engaged in intervention are encouraged to document all intervention efforts or requests to cease reported inappropriate sexual conduct, including conversations, texts, or email exchanges.

C. Reporting Allegations of Inappropriate Conduct of a Sexual Nature or Sexual Harassment

1. All District Government employees are encouraged to help ensure that District Government workplaces are free of sexual harassment. Employees who know of incidents of inappropriate conduct of a sexual nature, as well as behavior that may create an intimidating, hostile, or offensive work environment, or who are victims of inappropriate conduct of a sexual nature, should report the inappropriate conduct.

2. Employees may report to the Sexual Harassment Officer ("SHO") of their agency or any other agency, or the supervisor or manager of the employee engaging in inappropriate conduct, to their own supervisor, or to the agency General Counsel. Contractors, grantees, and customers of agencies may report allegations of inappropriate conduct of a sexual nature to the SHO of the relevant agency or any other agency, the relevant agency's General Counsel, the supervisor of the employee who engaged in the alleged inappropriate conduct, or their grant or contract administrator.

3. Allegations of sexual harassment against the Mayor, City Administrator, Mayor's Chief of Staff, Mayor's Senior Advisor, Director of the MOLC, any Deputy Mayor, or any official who directly reports to the Mayor, shall be referred to the Inspector General to determine if the allegation is credible, in which case it shall be referred for independent investigation. Such investigations shall be carried out by an entity outside the District Government and those reports shall be provided to MOLC (or the City Administrator if the allegation is against the Director of the MOLC) and the Inspector General.

D. Agency Responsibilities

1. Sexual Harassment Officers ("SHOs") and Investigations

a. Each Deputy Mayor's Office and each agency shall designate a primary SHO and an alternate SHO and shall update the designations, as needed, on an ongoing basis. Each agency shall provide the names of its SHOs to DCHR, and DCHR shall maintain a current District-wide list of agency SHOs. Further, pursuant to D.C. Official Code § 1-546.01(2), SHOs shall be registered with the Office of Human Rights ("OHR").

b. SHOs shall be trained and qualified to serve. To be qualified to serve as a SHO, individuals must have taken and continue to take annual training provided by DCHR and OHR. SHOs may but are not required to be an agency's Equal Employment Opportunity ("EEO") officer, or human resources manager; they must be competent in EEO laws and be designated by the agency to accept sexual harassment complaints and to review and investigate claims. SHOs need not be attorneys.

c. The primary and alternate SHOs for a smaller agency may be employees of another agency (i.e., the SHO of a larger agency may serve as the SHO for a smaller agency). An agency of any size may also obtain assistance from another agency's SHO in handling a particular investigation, including having another agency's SHO carry out an investigation, where there is a possibility of the appearance of a conflict of interest, or for administrative convenience. For the purposes of this Order, a smaller agency availing itself of this option will still be referred to as the "agency."

d. A person seeking to report a violation of this Order may file with any agency SHO, not solely the SHO at their agency or the agency at which the alleged sexual harassment occurred. Persons filing complaints, however, are not entitled to have the investigation conducted by the person of their choosing.

e. If a complaint is reported to someone other than the SHO, the person receiving the complaint must notify the agency SHO, unless giving notice would raise conflict of interest concerns, in which case the person must notify the agency General Counsel.

f. Unless the complaint is against the agency General Counsel, the SHO shall immediately notify the agency's General Counsel of the complaint, and the General Counsel shall thereafter notify the Mayor's Office of Legal Counsel ("MOLC"). The SHO may consult with the agency's General Counsel, or the General Counsel's designee, for legal guidance on conducting the investigation and shall notify the General Counsel of any issue that may require higher-level support. If the complaint is against the General Counsel, the SHO shall notify the MOLC directly.

g. SHOs should review DCHR's SHO training materials before initiating an investigation. DCHR has training materials on duties to inform the bargaining unit, the right to union representation during investigatory questioning, assessing credibility, unconscious bias, conducting interviews, gathering evidence, protecting confidentiality, preservation of evidence, when to stop an investigation and refer a matter for criminal investigation and more.

h. The primary function of a SHO is to accept complaints alleging violations of this Order and to gather, investigate and review the factual basis of the claim(s). SHOs may corroborate or refute factual allegations; SHOs may provide impressions and evidence regarding the credibility of witnesses. They weigh such evidence and may take into account their impressions of the credibility of witnesses. Ultimately, SHOs make and submit to the appropriate agency Director recommended determinations of whether the allegations are substantiated or are not substantiated. They are not to make legal conclusions about whether sexual harassment occurred.

i. Investigations of allegations of inappropriate conduct of a sexual nature shall be conducted, and the associated investigation report completed, as soon as practicable, within sixty (60) days after the filing of the report of the alleged sexual harassment, absent unusual circumstances.

j. The investigative report shall include a description of the allegations, a description of the SHO's investigation, a description of the evidence adduced by the SHO, and the SHO's recommended determination as to whether the allegations were substantiated. The SHO shall transmit the report to the Director or agency Director's designee and General Counsel of the agency where the alleged harasser is employed.

2. Interim Remedial Actions

a. Pending the completion of the SHO investigation and report, the issuance of the agency report, and the imposition of any disciplinary action, and to protect the rights of the alleged victim as well as the alleged harasser, the agency may take temporary personnel actions that do not result in any adverse employment action to either party.

b. When an agency becomes aware of an allegation of misconduct of a sexual nature, the agency shall notify the alleged harasser of the reported behavior and may demand that the alleged behavior cease immediately and not be repeated.

c. The agency shall take such other remedial steps as it deems appropriate to mitigate the possibility of the alleged harassing conduct continuing.

d. Interim remedial actions are administrative rather than disciplinary and may include, but are not limited to, transfers, reassignment of duty station, changed shifts, duties or reporting requirements, mandatory administrative leave with pay, or other appropriate measures that do not result in reduction of pay, demotion in title or responsibility, or other loss of employee benefits. In general, the agency should avoid moving the alleged victim or changing the alleged victim's shift, or taking similar action affecting the alleged victim, unless the alleged victim requests the action; if the agency takes such an action absent a request from the alleged victim, the agency should make clear to the alleged victim that the action is being taken in pursuit of an effective and prompt stop to any alleged harassment, and not in retaliation for reporting the alleged harassment.

e. Personnel authorities are encouraged to find alternative, reasonably comparable placement during the pendency of an investigation for the accuser or accused in lieu of administrative leave with pay, where possible and if consistent with any collective bargaining agreements.

3. Post-SHO Investigation Agency Actions

a. The agency Director or agency Director's designee may reject a SHO report and return it to the SHO for further investigation, information, documentation, or analysis if the agency Director or designee

considers the report to be incomplete, inadequate, or otherwise unacceptable.

b. If the report is not rejected, the agency Director, or the agency Director's designee, within fourteen (14) days of receiving the SHO's report, shall issue an agency report that accepts, modifies, or rejects the SHO's findings and substantiation recommendations, describes the rationale for any such modifications or rejections, and makes conclusions as to whether the substantiated allegations constitute a violation of this Order. The SHO report shall be included as an attachment to the agency Director or designee's report. The agency Director or designee shall consult with the agency's General Counsel during the preparation of the report regarding relevant legal standards or other legal issues.

c. If the report determines that a violation of this Order has occurred, the report shall be submitted to the agency's human resource officer for appropriate disciplinary action, up to and including termination. The agency shall require that any employee found to have violated this Order whose employment is not terminated must attend mandatory sexual harassment training within sixty (60) days after the issuance of the agency report.

d. The agency must provide the employee and the alleged harasser with a summary written notification of its findings and conclusions (final agency decision) after the sixty (60) day period and shall convey the same to MOLC within five (5) days after it is issued. The notice shall include a description of each allegation and the agency's determination as to whether the allegations were substantiated or were unsubstantiated. Such notice shall not include summaries of witness interviews, credibility determinations, or legal analysis; the notice is a simple recitation of the allegations and the determination as to whether the allegations were substantiated or were unsubstantiated.

e. Any conclusion in the SHO or Director's report that a violation of this Order occurred does not constitute a final legal conclusion that sexual harassment under the D.C. Human Rights Act or federal law occurred. Conversely, a finding that was not substantiated is not a legal conclusion that no violation of the D.C. Human Rights Act or federal law occurred.

f. Consistent with norms regarding the privacy of personnel actions, the complaining party shall not be informed of any disciplinary actions against the alleged harasser.

g. Regardless of whether a complaint has been substantiated, relevant staff, including the General Counsel, are authorized to work together to advise the Director or deciding official as to whether to recommend or implement personnel actions or management procedures to reduce the possibility of reoccurrence of any inappropriate behavior or behavior that poses risks for the District. Any meetings among the General Counsel, human resources staff, and agency management shall endeavor to preserve the confidentiality of the complaint generating the meeting or consultation to the greatest extent possible.

4. Communicating the Order: Orientation, Pledges, Training, and Notifications

a. The personnel authority shall circulate this Order to all new hires during their orientation, shall give each new hire time to read a summary of the Order during orientation, and shall obtain a signed verification that the new employee has read the summary and pledges not to engage in sexual harassment or any other conduct that violates the rules prohibiting sexually harassing behavior, certain dating, romantic, or sexual relationships, and requiring disclosure of certain relationships. Agencies with supplemental orders relating to sexual harassment shall provide those orders, too, to onboarding employees.

b. When individual contractors are working inside an agency in a manner akin to a District Government employee, the agency or the supervising contractor shall obtain signatures from individuals during onboarding orientations affirming their agreement to abide by this Order.

c. New employees shall take a course on sexual harassment as part of the on-boarding process and in no event more than fourteen (14) days after being on-boarded. Agencies shall by December 11, 2023

circulate this Order to all current employees.

d. Agencies shall follow up to provide delivery to difficult-to-reach employees, including employees on leave and work-related travel. Agencies are responsible for confirming that each employee has received this Order by email, verification through Peoplesoft, or return of a signed copy.

e. By December 11, 2023, each agency shall email the names of the agency's primary and alternate SHOs to all its employees and shall send reminders or updates of who the agency's SHOs are at least annually to agency employees.

f. Each agency shall prominently post notices in conspicuous locations accessible and used by a substantial number of agency employees, identifying the agency SHO and Alternate SHO, how to report sexual harassment, and that sexual harassment investigations are to be kept confidential to the greatest possible extent consistent with their investigation and resolution. Agencies shall post the notices no later than thirty (30) days after receipt of the template notice from the Office of Human Rights required by Section V.K. of this Order.

g. Agencies shall take a digital photograph of each posting and transmit it to the SHO program coordinator at DCHR with a description of the location at the time of each posting.

h. Individuals and entities entering into contract or grant agreements with the District Government must affirm that they will abide by the D.C. Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR § 1100 et seq.

i. District agencies drafting contracts and grants shall require such affirmations as part of the contract or grant agreement.

E. Employee Responsibility to Participate in Agency Investigations

1. District Government employees are required to cooperate fully in a SHO or independent investigation of a workplace sexual harassment complaint.

2. If an employee who alleges sexual harassment or is believed to have been the victim of sexual harassment declines to assist and/or participate in the investigation of the allegation, or requests the agency not conduct an investigation, the agency may on its own initiative investigate or refer the matter for investigation.

3. Employees who were not themselves victimized, who, after a direct request by the SHO or other investigator, decline to participate in a sexual harassment investigation, may be subject to disciplinary action.

4. Any consideration of whether to recommend disciplinary action for failure to cooperate in an investigation on the part of an alleged victim requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

F. Discipline for Making False Statements or Representations

1. Making materially false statements, and misrepresentation, falsification or concealment of material facts or records in an investigation of allegations of sexual harassment is conduct warranting disciplinary action, up to and including termination.

2. Consideration of whether to recommend disciplinary action against an employee who is also the alleged victim of sexual harassment requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

G. Discipline after a Finding of Sexual Misconduct or Harassment

The agency shall recommend appropriate disciplinary action, such as described in Section 1607.2(k) of the District Personnel Manual, 6B DCMR § 1607.2(k), up to and including termination of any employee found to have engaged

in sexual misconduct or sexual harassment as defined in Section III of this Order.

H. Rights of the Alleged Harasser

Persons accused of sexual harassment deserve the full protections afforded to them under the law in administrative matters, including, but not limited to, the right to respond to allegations of sexual harassment; to counsel and representation, including a union representative or other representative of their choosing, and including the presumption of innocence, unless and until there is a finding of harassment after an investigation by the agency or where appropriate, OHR. The right to counsel does not include the right to have counsel paid for by the government.

I. DCHR Responsibilities

1. DCHR shall quarterly reach out to all designated primary and alternate SHOs to confirm that they continue to serve in those roles. If DCHR is unable to reach a designated SHO or to confirm that the individual still serves as the agency's primary or alternate SHO, DCHR shall work with the agency to identify a new primary or alternate SHO for the agency. DCHR shall post a list of agency SHOs on its website and update it as necessary.

2. DCHR shall develop reporting forms for disclosure of dating, romantic, and sexual relationships and for applications for waivers of the prohibition on relationships in the chain of command.

3. DCHR shall work with agencies to verify that all employees have completed the annual training on sexual harassment required by Section V.A.1.e. of this Order.

4. DCHR, working with the Office of the Chief Technology Officer, shall create a means through Peoplesoft for employees to acknowledge their receipt of the Order and agreement to comply with its provisions.

5. DCHR, in consultation with OHR, shall review, update, and provide training materials for agency SHOs, including training on investigative techniques.

6. DCHR shall establish qualification standards for SHOs and verify each SHO's qualification to serve as a SHO.

7. DCHR, in consultation with OHR and the Sexual Harassment Task Force, shall create and disseminate training and collateral materials on this Order, the sexual harassment provisions of the D.C. Human Rights Act, and other sexual harassment law and policy, to all agencies under the direct authority of the Mayor and to such independent agencies as may request access to DCHR materials. The training and collateral materials should be tailored to employees in various roles, such as senior officials, managers, attorneys, human resources personnel, and new or existing employees, and should take into account that many District Government employees work primarily in the community and may not have regular access to computer-based training modules.

J. Office of Human Rights (OHR)

1. OHR shall develop training for EEO officers on the standards of the D.C. Human Rights Act, including the changes made by the Human Rights Enhancement Amendment Act of 2022.

2. OHR shall provide consultative services to DCHR and the Sexual Harassment Task Force in creating and disseminating training and collateral materials on this Order, the sexual harassment provisions of the D.C. Human Rights Act, and other sexual harassment law and policy, to all agencies.

3. OHR shall provide a template notice to agencies for agencies to post where the agencies can fill in the name of their SHO and alternate SHO and providing basic information on the prohibition against sexual harassment, how to report, and confidentiality, pursuant to Section V.E.4.d. of this Order.

VI. PROHIBITION AGAINST RETALIATION

A. Retaliation Prohibited

Retaliating against a District Government employee for reporting or filing a claim of sexual harassment, assisting another person in reporting or asserting a claim of sexual harassment, opposing sexual harassment, acting as a witness in a sexual harassment investigation, refusing to follow orders that would result in sexual harassment, intervening to protect others from sexual harassment or advances, or challenging an allegation of sexual harassment, is strictly prohibited. Employees shall not be penalized as a result of their assertion of their rights under the D.C. Human Rights Act or providing truthful information in connection with an investigation (whether on behalf of a complainant or a respondent). Retaliatory behavior may include, but is not limited to, unwarranted reprimands, unfairly downgrading personnel evaluations, transfers to less desirable positions, verbal, or physical abuse, and altered and more inconvenient work schedules. Employees found to have engaged in retaliatory behavior shall be recommended for appropriate disciplinary action, up to and including termination.

B. Process for Alleging Retaliation

Claims of retaliation are generally beyond the scope of the investigatory authority of agency SHOs because SHOs may not be trained in assessing the legality or validity of managerial decisions such as evaluations and assignments and investigations into retaliation would be difficult to conduct in the rapid timeframe set forth in this Order. Employees who believe they have been retaliated against must file a complaint with an EEO Counselor within one hundred and eighty (180) days of the alleged retaliation and subsequently file a complaint with OHR within fifteen (15) days of receipt of the Exit Letter if the employee is not satisfied with the outcome of EEO counseling.

VII. LIMITS

Lodging a complaint regarding sexual harassment does not shield an employee from all discipline or discharge. Agencies may discipline or separate a complainant if the agency is motivated by non-retaliatory and non-discriminatory reasons that would otherwise result in such discipline or separation.

VIII. CONFIDENTIALITY

A. Protecting confidentiality is critical to encouraging victims of sexual harassment to come forth and share their stories. It encourages witness cooperation and protects the reputations of those involved. For those reasons, SHO investigations should be kept confidential.

B. Confidentiality is not absolute. SHOs must disclose information to the alleged harasser for the alleged harasser to have a full and fair opportunity to respond. SHOs may have to disclose information to witnesses to gather more information from them. SHOs must keep agency General Counsels updated for reporting purposes and for investigation support purposes. SHOs also may have to disclose criminal conduct or threats to law enforcement. SHOs should not make pledges of total confidentiality.

C. Investigative reports are confidential, highly private, and deliberative and shall not be released without a court order. Neither the complainant nor the alleged harasser shall be provided with a copy of the investigative report.

D. SHOs, the agency, and MOLC shall take all reasonable steps to ensure that no information contained in the complaint file is disseminated except in furtherance of the investigation; for entry into E-risk or another risk management system; to assist in resolution of the allegations; as necessary for execution of any consequences stemming from the investigation; when lawfully released; or when required by court order.

IX. TIMELY FILING AND STATUTE OF LIMITATIONS

Complaints of sexual harassment shall be reported as promptly as possible. Agencies should investigate alleged acts of sexual harassment beyond the legal statute of limitations, or deadlines otherwise provided by regulation or collective bargaining agreement, taking into consideration the sensitive nature of the alleged offense, the pressure the complainant may have felt not to report the conduct, when the victim became aware of behavior that was not immediately apparent, or a pattern of harassing behavior that developed over time. Some remedies or sanctions may be unavailable due to delays in filing, but even delayed investigations may yield information to the agency in its ongoing efforts to prevent and remediate sexual harassment or may add to the credibility of similar, future allegations should a pattern emerge of allegations against a particular person or practice.

X. RECORDS

A. Agencies shall maintain records of complaints and investigations conducted for three (3) years from the date of the complaint.

B. For each fiscal year, each agency shall track how many complaints of sexual harassment were made by the agency's employees; were made about its agency employees by customers/clients of the agency; grantees or contractors of the agency, and how many complaints were made of sexual harassment of the agency's employees by customers/clients, grantees or contractors, or members of the public during the agency's duties.

C. In addition to the number of complaints, agencies shall track how many matters were investigated; were resolved by mediation; were substantiated; were deemed unsubstantiated; resulted in administrative or disciplinary action against one or more individuals determined to have violated this Order or sexually harassed the complainant; have resulted in legal action; have resulted in a settlement (including the amount of any financial settlement); and how many are pending. Pursuant to the Sexual Harassment Data Collection Act, annual fiscal year data required to be produced under D.C. Official Code § 1-546.02 shall be transmitted to the Office of Human Rights on or before October 15 of each year.

D. Centralized reporting, however, should be ongoing, and agencies are directed to submit such interim, monthly, or quarterly reports as may be requested by DCHR, the MOLC, OHR, or the Sexual Harassment Task Force, and to enter incidents into E-Risk as directed.

E. Any warnings to an employee(s) to halt a particular type of behavior – whether generally or as to a particular employee(s) – shall be recorded and transmitted to the agency's human resource office and to the Mayor's Office of Legal Counsel. In the context of addressing complaints of sexual harassment, any other interventions made for an employee, customer/client, grantee or contractor shall also be recorded, whether or not they arose from an informal counseling session, a complaint of sexual harassment, a complaint regarding behavior in a dating, romantic, or sexual relationship, anonymous report, or any other means.

XI. CONCURRENT REMEDIES AND JURISDICTION

A. Non-Exclusivity of Remedies

This policy is intended to supplement or be an alternative to other processes that allow persons to complain of sexual harassment. The procedures established by this Order are separate and distinct from other options persons with grievances relating to sexual harassment may have, through the Office of Human Rights, the Equal Employment Opportunity Commission, any grievance procedure available under their collective bargaining agreement, ethics complaint and investigation processes administered by the Board of Ethics and Government Accountability, or any other statutory or regulatory complaint process. Filing a complaint under this Order does not stay or delay any filing deadlines in any other forum.

B. Filing a Formal Complaint with the Office of Human Rights

In addition to pursuing action within the agency, an alleged victim of sexual harassment, or a person acting on the victim's behalf with or without the victim's consent, may report a sexual harassment claim within one year of the alleged harassment or its discovery to OHR using its Intake Questionnaire Form. EEO counseling is not required prior to the filing of a complaint with OHR.

C. Filing a Complaint with the Equal Employment Opportunity Commission

Some complaints may fall within the jurisdiction of the federal Equal Employment Opportunity Commission.

D. Relationship and Remedies under Negotiated Grievance Claims

Filing a report or complaint under this policy does not satisfy the requirements for filing a negotiated grievance and obtaining remedies under a collective bargaining agreement, nor does the complaint under this Order delay the

time limits for initiating such a procedure. To pursue a negotiated grievance claim, the employee should file a grievance in accordance with the provisions of the applicable collective bargaining agreement.

E. Criminal Remedies and Referrals

1. Where there is an allegation of criminal misconduct, including for example, sexual assault, kidnapping, stalking, or a threat to do bodily harm, the agency may, after consulting its General Counsel, place the victim and/or the alleged harasser on administrative leave with pay pending final administrative resolution of the complaint or any criminal proceeding.

2. The complainant at his or her choice may report the alleged criminal violation to a law enforcement agency, including the Metropolitan Police Department ("MPD"). Where a criminal violation occurred, the agency shall recommend discipline of the perpetrator up to, and including, termination.

3. While it is generally the alleged victim's decision to report sexual harassment offenses for possible criminal prosecution, if during an investigation the agency uncovers evidence of ongoing crimes (such as sexual extortion of beneficiaries of government services) or criminal activity collateral to or extending beyond the reported allegations of sexual harassment, such as gun-related offenses, the agency shall notify law enforcement.

F. Crime Victim Hotline

The agency shall also remind complainants of sexual assault or other possible crimes of the existence of the DC Victim Hotline. The hotline, 1-844-443-5732, is available 24/7 by telephone, text, or online chat to seamlessly connect victims of crime to free resources to help them navigate the physical, financial, legal, and emotional repercussions of crime. Through the hotline, victims may be matched with an advocate who can help them decide whether to pursue a matter through the criminal justice process.

G. Courts of Law

This Mayor's Order is directed towards preventing and remedying sexual harassment in District Government operations and it does not preclude complainants from obtaining counsel and pursuing any remedies they may have in courts of law. The options discussed in this Order do not constitute legal advice; deadlines for filing, procedures, and substantive offenses or remedies may change over time.

XII. APPLICABILITY OF PERSONNEL RULES

Any proposed personnel action instituted under this Order is subject to the regulations set forth in the District of Columbia Personnel Manual at Title 6B of the District of Columbia Municipal Regulations.

XIII. SEXUAL HARASSMENT TASK FORCE

A. There is hereby established the Sexual Harassment Task Force as an internal task force comprised of representatives of the Office of Human Rights, the Mayor's Office of General Counsel, the Department of Human Resources, the Assistant City Administrator, and the Mayor's Office of Legal Counsel, as designated by the head of each office, and such other individuals as these members may invite to serve as additional members of the task force. The task force shall meet from time to time to develop and advise on trainings, make recommendations about needed policies, review draft regulations, and otherwise take action or recommend measures to fulfill the intent of this Order: including to reduce the incidence of sexual harassment, train employees on what to do when faced with inappropriate workplace conduct, including harassment, and provide additional, effective procedures for addressing inappropriate conduct of a sexual nature. The task force may invite experts and other individuals to participate in the meetings and deliberations of the task force.

B. The Sexual Harassment Task Force shall, no later than May 1, 2024, make recommendations in the following areas and shall provide such recommendations to the appropriate agencies with authority to carry out the

recommendations or make final decisions regarding them. The recommendations need not be in the form of a report and may remain deliberative discussion items until finalized and accepted:

1. Communications to District Government employees about the District's sexual harassment policies;

2. Updates to required trainings for SHOs and agency General Counsels;

3. Recommendations for building a workplace free from sexual harassment;

4. Any recommended adjustments to prohibitions and disclosures regarding dating, romantic, and sexual relationships; and

5. The performance and progress by the agencies named in this Order in completing the responsibilities assigned to them.

XIV. SUPERSESSION

This Order supersedes Mayor's Order 2017-313 and any other provision of a previous Mayor's Order or practice pursuant to that Mayor's Order, to the extent of any inconsistency.

XV. EFFECTIVE DATE: This Order shall become effective November 10, 2023.

_____

MURIEL BOWSER

MAYOR

ATTEST: _____

KIMBERLY A. BASSETT

SECRETARY OF STATE OF THE DISTRICT OF COLUMBIA

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DHCD

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director		3/17/25
2. Chris Earley, Deputy Director		~~3/13/25~~ 3/13/25
3. Julia Wiley, General Counsel		3/13/25
4. Bill Winston, Associate Director of Community Services		3/13/25
5. Ernest Merchant, Program Analyst		
6.		

SUBJECT:

Director's Comments:

Action

APPROVAL	CIRCULATE	CORRECTION	FILE	FYI	INVITATION	MEETING	SIGNATURE
☒	☐	☐	☐	☐	☐	☐	☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Housing Counseling Services, Inc.- NBAP FY25 Housing Services $2,010,000.00

Grant 2025-04

Originating Office

FROM:E. Merchant	TELEPHONE NUMBER:
DATE:3/13/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE: OFFICE OF THE DIRECTOR MAR 17 '25 PM2:37

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

MAR 17 2025

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Ernest Merchant
Program Analyst

Date: March 13, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Housing Counseling Services, Inc.**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$2,010,000.00**
ATTACHMENTS:	**FY25 Grant Agreement #2025-04** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

DISTRICT OF COLUMBIA.

COMMUNITY SERVICES
HOUSING COUNSELING SERVICES

GRANT AGREEMENT

BY AND BETWEEN
THE DISTRICT OF COLUMBIA
AND

HOUSING COUNSELING SERVICES INC.

This Grant Agreement ("Grant" or "Agreement"), is made effective as of March 13, 2025, ("Effective Date"), by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the D.C. Department of Housing and Community Development (hereinafter referred to as "Department," "DHCD" or "Grantor") and Housing Counseling Services, Inc., a District of Columbia non-profit corporation Grantee [DUNS No. Unique Entity Identifier (UEI) NA6MQB4FM3C1] (hereinafter referred to as "Grantee") with its principal place of business at 2410 17th St NW Ste 100 Washington DC 20009. Grantor and Grantee shall be collectively referred to herein as the "Parties."

RECITALS

1. The Department with offices at 1909 Martin Luther King Jr Avenue SE, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975, D.C. Official Code§ 6-1001 *et seq.*, and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Department is authorized to fund community based non-profit organizations that provide housing counseling services for low- and moderate-income persons.

3. On June 7, 2024, the Department published a Notice of Funding Availability ("NOFA") in the D.C. Register, which announced the forthcoming issuance of the Fiscal Year ("FY") 2025 Request for Applications ("RFA") for the Neighborhood-Based Activities Housing Counseling Services Program ("HCSP"). The RFA was issued on June 21, 2024, that solicited applicants to provide services to District of Columbia ("District") residents as a part of the Department's HCSP. HCSP includes Public Services ("PS"), and Non-Public Services ("NPS") as defined in Section I herein. U.S. Department of Housing and Urban Development ("HUD") approved counseling agencies employing one or more certified HUD counselors are eligible to provide both PS and NPS services, while organizations which do not have HUD approval status may provide PS services only. The RFA included an opportunity for applicants to provide one or more of seventeen (17) services listed in the RFA. These services include HUD-approved counseling in keeping with 24 CFR 5.100 and related Federal regulations (in 2 CFR Part 200, and 24 CFR Part 214) as well as services related to local DC programs which are administered by the Department. The RFA and the requirements set forth therein are also incorporated by reference herein.

4. The Grantee's RFA application demonstrates that its organization possesses project management, and organizational and administrative capacity to successfully perform as a nonprofit grant subrecipient under the Department's HCSP, and accordingly DHCD has determined to award a grant to the Grantee in FY 2025 ("25" or "2025").

5. The Grantor proposes to fund HCSP grant activities in FY 2025 from its allocation of Community Development Block Grant ("CDBG") funds authorized by Title I of the U.S. Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), 24 CFR Part 570.

6. As a condition precedent to disbursement of the Grant proceeds to Grantee for the sole and exclusive purposes described in Exhibit A (which includes the "Statement of Work" and the approved "Workplan", both attached hereto and made a part hereof), the Department requires that Grantee enter into this Agreement setting forth the terms and conditions of the Grant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are hereby incorporated by reference and made a part hereof.

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Section I. Definitions.

A. As used herein, the following terms shall have the meanings indicated:

a) **Fiscal Year**: All references to Fiscal Year(s) ("FY") herein refer to the District Government fiscal year which is October 1st to September 30th
b) **Neighborhood Revitalization Strategy Area** ("NRSA") refers to the HUD approved areas of Wards 7 and 8 which have been designated as strategic areas for revitalization. Services to Ward 7 and Ward 8 regardless of whether Public Service or Non-Public Service, attributed to the NRSA.
c) **Non-Public Services** refers to 24 CFR 5.100 counseling services provided to clients in connection with the purchase of a specific home. All other 24 CFR 5.100 counseling is Public Service.
d) **Public Services** refers to all other services and may include group training and/or one on one counseling.
e) **Performance Periods**: The Performance Period is defined as the start date and end date for which Grant funds are awarded to execute an approved Workplan and Statement of Work in keeping with the RFA for FY 2025. (See Section IV below.)

Section II. Exhibits.

The Exhibits listed below and the terms and conditions of the same are incorporated herein and made a part of this Agreement.

A. Services to be Provided
- Statement of Work
- Section 3 from the FY 25 RFA: Services
- Workplan as approved by the Grantor

B. Budget
- Schedules A (3-1) and A (3-2) for the First Performance Period

C. Required Reporting Forms
- Monthly Performance Report on group trainings/orientations/workshops and one on one counseling (in connection with the Statement of Work and Workplan), as well as reports on DHCD certificates issued, outreach and marketing activities, and upcoming group trainings.

- Quarterly Beneficiary Data and Demographics for each of the following (a) PS, (b) NPS, and (c) NRSA activities.
- Quarterly Language Access Report (Optional)
- Quarterly Banking Report (as applicable)
- Quarterly Procurement Report (as applicable)
- Quarterly Submission of Minutes of Board of Directors Meetings

D Method to determine Client Eligibility for Services
E Budget Modification Form
F Drug Free Workplace Certification
G Service Area Eligibility
H Insurance Requirements
I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Section III. Grant Award

A. The Department shall make a Grant of the District's CDBG Entitlement Grant Federal Award No: B-24-MC-11-0001 ("CDBG Federal Award") to Grantee in an amount not to exceed Two Million Ten Thousand Dollars and No Cents ($2,010,000.) (the "Grant") and is allocated as follows:

Sources and Uses of Funds:

Public Service ("PS") [CDBG EN]	$ 1,024,810.56
Non-Public Service ("NPS") [CDBG EN]	$ 315,189.00
NRSAs Ward 7 and Ward 8 [CDBG EN]	$ 670.000.44
TOTAL CDBG [EN]	$ 2,010,000.00

Notwithstanding the source of funds designated above, the Grantor reserves the right to provide funding from another source(s). In all instances, applicable Federal and District laws and regulations shall apply regardless of the funding source. The Grant award shall be used to fund a range of services which HUD has defined as Housing Counseling Services: Public Services and Non-Public Services by a HUD Approved Counseling Agency ("HCA").

The specific Grant activities are described in Exhibit A (attached hereto) which includes
(a) the Statement of Work,
(b) Lines of Services - Section 3.2 of the Request for Applications (RFA), and

(c) The approved Workplan
(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

C. The Grant services will benefit low-and-moderate income persons living in the District of Columbia. In keeping with recent Presidential Executive Orders, Grantees should only use grant funds for US citizens and should maintain such documentation to prove citizenship.[17]

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as Exhibit B. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.

D. The Catalog of Federal Domestic Assistance ("CFDA") number is 14.218.

E. The Uniform Administrative Requirements for Federal Grants are applicable to this grant award and are available online at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1. Also, the Grantee must comply with the Community Development Block Grants regulations 24 CFR part 570 that govern this award and other related HUD regulations, which are incorporated herein by reference.

Section IV. Grant Term and Periods of Performance

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2025. During this term, there are two Performance Periods. The First Performance Period is the Effective Date to September 30, 2025. The Second Performance Period is October 1, 2025, to December 31, 2025.

Funding for each Performance Period is in the sole discretion of the Grantor and requires meeting all due diligence requirements prior to award.

[17] Examples of such document may include copies of unexpired state issued Real ID identification or driver's license, unexpired US passport or US passport card, active duty Military ID, current Green Card or Naturalization documents with state issued photographic identification.

The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of Grant funds or other Grant assets.

Section V. Statement of Work/CDBG Eligible Activities/Eligible Costs/Business Operations

A. CDBG Eligible Activities

1. Grantee shall use the CDBG Grant proceeds solely to fund Grantor-approved service activities that are intended to provide services and empower low- and moderate- income persons in the District of Columbia to make informed housing choices and achieve their housing goals, whether it's finding affordable rental housing, purchasing a home or obtaining financial assistance for critical home repairs.

The best way to provide this critical information to a client in order to assist them in their decision-making process is to adhere to 24 CFR 5.100[18] [in which a HUD certified counselor conducts (1) intake (2) financial and housing affordability analysis with affordability calculation (3) an action plan and (4) follow-up counseling to implement the action plan and achieve its stated goals].

The Grant services to be provided are described in Exhibit A. This description includes the major tasks, activities and project deliverables to be provided under this Grant. The Grantor reserves the right to alter or change the District of Columbia program requirements including eligibility, services provided, service methodology, service delivery and program goals during the performance period.

The proposed Grant activities are CDBG eligible activities pursuant to 24 CFR 570.201(e).

2. Grantee shall sponsor outreach events that inform the community about the Grant activities and participate in other community events as requested by Grantor.

[18] 24 CRF 5.100: "Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling."

3. The Grantee must retain records which demonstrate that each activity funded under this Grant is CDBG eligible and document the amount of CDBG funds expended for each activity. This includes the activity itself, the outcomes, and the records concerning beneficiaries in keeping with subsection (B)(2) below receiving services. Any authorizations needed together with beneficiary statistical information should be obtained by the Grantee during intake or registration. HUD does not grant exceptions or authorize the District to make exceptions to this requirement.

B. CDBG National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention of slums or blight; 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. The Grantee certifies that the CDBG-assisted activities to be carried out under this Agreement will meet the National Objective of primarily benefiting low- and moderate-income persons (limited clientele activities) in accordance with Federal and District Requirements. The minimum threshold requires that at least 51% of the households served with CDBG funding must be low- and moderate-income households; provided however, that a Grantee whose application claimed additional scoring points for agreeing to provide Grant services to more than 51% low- and moderate-income beneficiaries, must adhere to the percentage they elected in their application.[19]

In accordance with the Grantee's election in their Application for a grant award and for receiving additional points in scoring, the Grantee has agreed to exceed the minimum requirement and to serve at least 90% low- and moderate-income beneficiaries.

Note: This percentage cannot be decreased as it was used for scoring in a competitive round of funding.

4. The Grantee shall disclose to any client that services are provided free of charge by a Grant funded by DHCD using Federal funds and therefore the Grantee has certain reporting

[19] In responding to the RFA published June 21, 2024, applicants were given the opportunity to receive additional points in scoring for committing to exceed the CDBG minimum threshold to either a 75% minimum or a 90% minimum.

requirements in order to provide the Grant services free of charge. The Grantee shall use appropriate forms to obtain a client authorization, as required, to comply with the terms of this Agreement and to meet HUD reporting requirements,

C. Staffing

Where HUD requires services are to be provided by a Certified HUD Housing Counselor, the Grantee shall comply with that requirement and not permit services reserved to HUD certified counselors to be provided by others.

To the extent applicable, Grantee agrees to secure the services of qualified personnel that are licensed and bonded in the District of Columbia to perform the CDBG Federal Award activities and services listed in Exhibit A.

Any changes in personnel or their general Grant responsibilities as set forth in Exhibit A are subject to the prior written approval of DHCD. In this regard, it is essential that the Grantee immediately report terminations and proposed new hires to the Grantor.

D. Business Operations

1. Grantee shall observe business hours of operation onsite in their service location(s) that align with District Government hours of operation specifically Monday through Friday 9:00 am to 4:30 pm (DC holidays excepted)[20] and shall ensure that sufficient staff are on site at Grantee's place of business to carry out Grant services.

2. During the hours of operations, Grantee shall have live answered telephones for incoming calls. If the Grantee's phone system utilizes an auto-attendant function or voicemail, announced option to the caller must include an option to press a certain key (such as "0" for an Operator) to be connected to a staff person in real time who can answer and field questions, redirect a caller to a staff person who can address a caller's inquiries, or provide registration information. DHCD and other DC agencies such as the Office of the Attorney General may check Grantee's compliance with this requirement from time-to-time.

[20] DC Holidays include New Year's Day, Dr. Martin Luther King, Jr. Holiday, Washington's Birthday, DC Emancipation Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Day.

E. Grantee may offer clients virtual appointments as well as virtual group informational or educational activities, but Grantee shall also provide clients an option for in-person services (including both in-person one on one appointments as well as some in-person group informational or educational activities.) The Grantee shall not refuse in-person services to DC residents.

F. Housing Resource Center (HRC) and Late Night Hours: As required by the RFA, "Applicants selected for the award shall participate (in a regular rotation) in staffing onsite at the Department's Housing Resource Center (HRC). The HRC provides services to DC residents by appointment and walk-ins." The HRC is located in the Grantor's offices at 1909 Martin Luther King Jr Av SE. The HRC coordinator, in conjunction with the Associate Director for Community Services, will develop a schedule in consultation with Grant subrecipients for staffing the HRC on a rotating basis on weekdays.

RFA applicants were awarded additional points in their score by committing to "Extended Office Hours." The options included providing office hours until 7:00 pm at least one (1) day a week in their office location and/or until 7:00 pm at least two (2) days a month in the HRC.

In accordance with the Grantee's selection in their Application for grant award and funding, the Grantee has committed to serve Extended Office Hours Extended Office Hours until 7:00 pm one (1) day a week in their office and one (1) day in the HRC.

Section VI. Disbursement/Required Support Documentation

A. <u>Reasonable, Allowable, Necessary, Allocable</u>

1. Grantee may request reimbursement for actual expenses incurred to provide services and as described in the Grant Budget (A 3-1 and A 3-2). Requests must meet all four criteria: reasonable, necessary, allowable, and allocable. (2 CFR 200.305)
   a. ***Allowable costs.*** Reimbursements are limited to the expenses directly related to activities supported by the grant activities and are subject to the regulations of the Federal and District Governments. Expenses related to activities should be necessary, reasonable, allowable and allocable.
   b. ***Limitations on allowable costs***. A grantee may not use an indirect cost rate to determine allowable costs under its grant.
   c. **Some *Unallowable costs.*** Expenses that are not allowable include (but are not limited to) sales tax, late fees, debts, tips & gratuities, food, alcohol, controlled substances, cash reserves or investments, money given to individuals (including

donations, grants or loans), contributions to organizations, costs of fundraising, fund development, grant writing, advocacy, lobbying, and purchase of goods or services for personal use or benefit.

2. In addition, Grantee must demonstrate to the reasonable satisfaction of the Grantor that Grant performance milestones have been achieved. All requests for payment of eligible expenses shall be associated with the budget line items specified in Exhibit B (Budget Schedule A (3-1), estimated cost invoices and satisfactory Grant performance.

3. Grantees may not be reimbursed for expenses paid through Cash app or other similar peer-to-peer payment platforms, since such platforms create issues for recordkeeping, auditability, and compliance with grant regulations.

4. The Grantee shall not supplant funds or seek reimbursement for expenses that may be reimbursed by another grant (Federal, District, or private) either prior to or subsequent to reimbursement by the Grantor.

5. The Grantee must have the capacity for bookkeeping and accounting services required to track Grant expenses and create payment requests in keeping with Federal and District requirements, either on staff or by a third-party contractor.

6. The Grantee shall create and submit payment requests in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the Grantee to create and submit invoices by selecting the applicable purchase order number which is listed on the Grantee's profile.

7. All Grantees must be registered in the portal prior to invoice submission. The vendor portal website is **https://cfo.dc.gov./supplier_portal**. Please log onto the portal for further details and instructions. Questions can be submitted to **suppliers@dc.gov**.

B. Form of Submission of Payment Requests

1. The cover sheet to the reimbursement package must be the 30A Form of the Department [RCSD DHCD 306A Revised October 2024]. No other cover sheet is needed. This form should contain the Purchase Order Number, the IDIS Number, and the Partial Payment Number in accordance with Department's guidelines.

Payments requests are contingent upon certification by the Grantee in the following form as contained on the 306A (RCSD DHCD 306A Revised October 2024). The Certification is to be made by the chief executive officer, or the chief financial officer or the chief operations officer if the Governing Board has authorized this officer to act on behalf of the board to sign.

"I certify that all items, quantities and prices of work and material shown in the requisition are correct to the best of my knowledge and belief. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information , or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812." (2 CFR 200.415)

2. Page 2 and Page 3 shall be the Reimbursement Request A 3-1 and A 3-2.

3. Page 4 shall be the Invoice Cover Sheet with:
   a. A unique identifier (e.g. a row number or brief alphanumeric code) shall be assigned by the Grantee to non-personnel invoices and with the same unique identifier marked on each and every supporting document (e.g. receipt, proof of payment, cancelled checks, contracts, scopes of works, services rendered, vendor statement or document, Grantee's notes) submitted. The unique identifier shall be listed on the invoice cover sheet.
   b. Vendor's name
   c. Remittance address
   d. Invoice number
   e. Invoice date
   f. Contract number (also known as Grant Number)
   g. Purchase order number (if any)
   h. Invoice Amount
   i. The Amount which the Grantee is requesting reimbursement
   j. Quantity of goods/services delivered. Deliverables. Shipping and payment terms
   k. Other substantiating documentation that justifies and supports the payment request.

4. Page 4 and subsequent pages as needed shall include the supporting documents for the reimbursement request including signed timesheets, payroll reports, invoices from vendors marked as described above. (See Section E below.)

C. HUD Related Requirements

1. Federal regulations require that reimbursement under the Grant is tied to (a) beneficiary data reporting and (b) program performance. Failure to meet reporting deadlines for performance and/or beneficiary service data will suspend temporarily the processing of Grantee payment requests. Staff unavailability does not waive the requirement to meet reporting deadlines, and Grantee shall ensure that adequate staff are trained or cross-trained to prepare and submit reports timely.

2. The Grantee should be aware that HUD maintains an *Integrated Disbursement and Information System* ("IDIS"), a database in which the Grantor must make reports during the performance period on each Grantee's account. HUD flags subrecipient accounts when reporting is not provided by a deadline. Such a flag shall constitute a default. Multiple flags or failure to meet the conditions for HUD to remove a flag may result in suspension or termination in keeping with Section XII (C) of this Agreement.

D. Schedule for Submission of Reimbursement Requests

1. Requests for reimbursement shall be submitted in a timely manner by the date due. Failure to meet a deadline shall constitute a default.

2. On the 10th day of each month, the Reimbursement Request shall be for the prior month; provided however, the September reimbursement request must be submitted earlier in October on the date specified by the Office of the Chief Financial Officer of the District of Columbia, which is usually between the 5th and 7th day of October. *(Grantee may wish to use other funding sources for the late September payroll to facilitate meeting the deadlines.)*

3. In order to close-out the grant by September 30th, the October request should be the only request submitted in September.

4. The monthly schedule for submission is as follows:

Month	Due Date
March	April 10th
April	May 10th
May	June 10th
June	July 10th
July	August 10th
August	September 10th
September	October 5th or 7th as specified by the DC CFO
October	November 10th
November	December 10th
December	January 10th
January	February10th
February	March 10th

5. As applicable, expenses incurred pursuant to a project commitment in IDIS that has been approved by the Grantor and are otherwise eligible for reimbursement at the Grantor's sole discretion, may be reimbursed, regardless of when those expenses were incurred.

E. Source Documentation

1. All costs and obligations incurred under this Grant Agreement must be supported by source documentation (e.g. invoices, receipts, contracts, canceled checks, etc.). Documentation may also include approved time distribution sheets and certified payroll reports for employees and contracts.

2. The Grantee must satisfy all documentary requirements to the reasonable satisfaction of the Grantor prior to the disbursement of Grant funds.

F. Requirements Applicable to Disbursed Funds/No Escrow

1. Grantee shall not escrow Grant funds. However, nothing shall prohibit the Grantee from supplementing funding for these activities from other sources including other grants, funders or donors.

2. Any cash advances disbursed pursuant to this Agreement must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate

cash requirements of the Grantee in carrying out the purpose of the Grant. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct Grant program or project costs and the proportionate share of any allowable indirect costs.

3. If at any time it is determined that more Grant funds are disbursed to Grantee than what was required by the Grantee's immediate disbursement needs, Grantee shall immediately return to Grantor the excess funds.

4. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations or fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee.

G. The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect cost rate, as further described in Section (C)(4) and Section (C)(5) (Reporting Requirements) below.

H. In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant proceeds within three (3) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant proceeds, unless another date shall be agreed to be the parties in writing. The Grantor reserves the right to recover such losses by any legal remedy available.

Section VII. Budget Modifications

A. Any amendments to the budget (change in the amounts specified in the individual cost categories set forth in Exhibit B). may be approved by the Grant Administrator, so long as the total amount of the budget is not exceeded.

B. Any increase in the total Grant amount must be approved by the Director of the Department. If the change is made at the request of the Grantee, the request shall be in writing dated and shall be submitted on a Budget Modification Form, attached hereto as Exhibit E.

1. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and dated using the appropriate excel format or the appropriate online portal if available.

2. The Grantee shall make modification requests by June 1st, to allow sufficient time for processing prior to the start of the fourth quarter of the fiscal year. No more than two modifications may be required in the performance period. Requests for modification to the budget shall not be approved after June 1, 2025, except for extenuating circumstances specified in writing, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion.

3. The Department will not approve reprogramming of personnel funds for positions not filled in compliance with this Agreement and Grantee's personnel policies submitted to Grantor. If at any time DHCD requires a more detailed budget breakdown than the one contained herein, the Grantee shall provide such supplemental budget information in a timely fashion and in the form and content prescribed by DHCD.

Section VIII. Conditions Precedent to Grant Closing and Grant Disbursement

Grant closing shall mean the date on which Grantee has satisfied all conditions precedent to execution to the satisfaction of the Grantor, at which time both parties have executed and delivered the Grant Agreement. No Grant proceeds shall be disbursed prior to Grant closing.

The following conditions must be met prior to Grant closing:

A. Eligibility Determination. Determination by the Grantor that Grantee's proposed Grant activities meet eligibility and national objective requirements specified by the CDBG Program regulations at 24 CFR §§ 570.200 through 570.209. Grantor has determined that the proposed Grant activities are eligible for CDBG Program funding pursuant to 24 CFR 570.201(e) (provide housing counseling services to low- to moderate-income households).

B. Environmental Clearance. Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historic preservation reviews, and HUD has issued an approval of the release of funds.

C. Due Diligence Submissions. The following items must be delivered to DHCD for approval prior to Grant execution and Grant closing:

1. Articles of Incorporation, organizational by-laws and certification of nonprofit status.
2. Board/Corporate Resolution, memorializing
   a. the Grantee's intent to enter into this Agreement
   b. identifying the total Grant amount of the award
   c. identifying the Grant Number
   d. identifying the funding source(s) of the award, and
   e. identifying the authorized person by name and title who is authorized to sign on behalf of the corporation to enter into this Agreement.
3. Certificate of Good Standing
   a. issued by the DC Department of Licensing and Consumer Protection (DLCP)
   b. certified within 6 months of the Effective Date of this Agreement.
4. Certificate of Clean Hands
   a. issued by the DC Office of Tax and Revenue (OTR)
   b. certified within 90 days of this Agreement.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia to carry out the Grant activities.
6. Evidence that Grantee has obtained insurance, as provided in Exhibit H. If the renewal period for any insurance requirement occurs during the Grant performance period, the Grantee is required to submit to the Grantor evidence (Certificate Of Insurance) of insurance renewal to cover the remaining Grant performance period.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Effective Date.
8. An Affirmative Action Plan ("AAP") must be submitted by the Grantee for review and approval by the District prior to Grant execution and the disbursement of any Grant proceeds. The AAP shall be in a form to be determined by the District and must detail the Grantee's efforts to comply with the District's goals for achieving equal employment in District government contracts and set forth specific standards for the utilization of minorities in all job categories, as required by Mayor's Order 85-85 and District law.
9. Drug-free Workplace Certification (Exhibit F).
10. Debarment affidavit and verification confirming that Grantee is not debarred or suspended or otherwise excluded from or ineligible for participation in federal or District assistance programs under Executive Order 12549 or District law.

D. Opinion of Counsel. Grantee shall submit a written opinion of the Grantee's attorney, which states that the attorney has read the Grant documents and that the Grantee:

- Is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary.
- Has the full authority and legal right to carry out the terms of this Grant Agreement and all documentation required hereunder to be executed by Grantee; and
- Has taken all actions to authorize the execution, delivery and performance of this Grant Agreement and any documents required to be executed in connection with the Grant according to their respective terms

The Opinion shall further state that none of the aforesaid actions, undertakings or agreements violate any restriction, term, condition or provision of the Grantee's organizational documents or any contract or agreement to which Grantee is a party or by which it is bound. The Opinion must identify the Grant Agreement by name and Grant number, and the counsel must specifically identify the documents upon which the Opinion is based.

E. Current on District Obligations. Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant, including all local taxes and charges affecting Grantee's business.

F. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Proceeds, including, but not limited to the Council of the District of Columbia and the Chief Financial Officer of the District of Columbia.

G. Clearance Approval issued by the DHCD Office of Program Monitoring.

Section IX. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. The Grantee shall cure all report deficiencies identified by the Department and resubmit for approval by the Grantor within 14 calendar days of the notification. The requirements of monthly and quarterly reports [VII.(A) and (B) are in Exhibit C.]

A. Monthly Reporting

Monthly Performance Reporting. The Grantee shall use the online reporting portal provided by the Grantor and shall provide a complete performance report by the 10th day of each month reporting on Grant activities, accomplishments and performance of the prior month. Failure to submit the report by the tenth day of the month following the end of each

month shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

B. Quarterly Reporting

On the 10th day of January, April, July, and October, the following quarterly reports for the previous three months shall be due and provided by the Grantee in the form and method required by Grantor:

1. Quarterly Report on **Beneficiary Data and Demographics** (separate reports for PS, NPS and NRSA).

2. **Banking Report** (as applicable)

3. **Non-expendable Equipment Inventory Report** (as applicable) (the purchase or lease of non-expandable equipment). The purchase of all computer equipment must have prior approval from the Department.

4. **Procurement Report** (as applicable).

5. Copies of the **Minutes of the Board of Directors** meetings, which took place during the previous quarter; and

6. **Language Access Report** (optional) – If services are provided in languages other than English, we encourage a language access report to be made.

Failure to submit any or all Quarterly Reports by the tenth day of the month following the end of a quarter shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

C. Additional Report Requirements

The following reports are due to the Department within the timeframes indicated below. If these documents were previously submitted, they must be updated and resubmitted.

1. Fringe Benefits Report

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects funded from the proceeds of this Grant shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefits rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the change. The report shall be submitted to DHCD within fifteen (15) days of Grant execution.

The fringe benefits rate for any personnel costs funded by this Grant shall not exceed 20% of the base salary rate indicated in Schedule A Form A (3-2) of the budget (Exhibit B).

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to the date of the Offer Letter.

All personnel costs approved under this Grant Agreement must be filled within ninety (90) days of Grant execution or within ninety (90) days of the vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than ninety (90) days, whether intermittent or consecutive, at any time during the Grant period may result in the loss of funds for the position.

Grantee must submit transcripts of training or continuing education for individual staff and counselors to the Grantor.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with CDBG funds, in accordance with the requirements specified in 2 CFR Part 200 (Exhibit D). The property inventory list must include, at a minimum, a short

description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

a. The Grantee shall submit a budget and Cost Allocation Plan showing its direct and indirect costs and the allocation of such costs to the Grantee's activities, including the administration of the activities and services provided under this Agreement. The plan must show all allowable and unallowable costs and how such costs are included in the direct and indirect costs in accordance with 2 CFR Part 200.

b. A current Cost Allocation Plan must be submitted no later than thirty (30) days following Grant execution.

c. The Cost Allocation Plan must include all sources of funding for the Grantee, including this, Grant and to which program/cost centers each source has been applied using the Grantee's chart of accounts (referencing individual budgetary line items).

The Grantee must provide:

i. the total amount of funding from each funding source,
ii. the total staff employed by the Grantee, regardless of funding source, staff allocation per grant/program and the estimated percentage of time spent per grant program.

d. As required by HUD, the Cost Allocation Plan is subject to approval by the Grantor. The Grantee shall cure any defects or omissions in the Cost Allocation Plan within 60 calendar days of the notice to cure.

e. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. The waiver request must detail the reasons for the waiver request and include a copy of the relevant audited financial statements.

f. Claims for reimbursement of documented Grant expenses shall comply with 2 CFR Part 200 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.

5. Indirect Cost Rates

a. Grantees may request reimbursement for indirect costs based on their Cost Allocation Plan. The Cost of Allocation Plan must be reviewed and approved by the Grantor. The Grantee is required to keep records of the expenses charged to the Indirect Cost Rate for monitoring and close-out.

Grantees with Indirect Cost Rates are required to use their indirect cost rate. Grantees with provisional rates must demonstrate the rate is not expired or that it is currently used by a Federal Agency in awarding Federal funds to the Grantee during the current Fiscal Year. Other Grantees may use the Federal *de minimis rate* of 15%. In either case (*De Minimis rate* or Federally Approved rate), Grantee shall maintain records (available during monitoring, or close-out or upon request) indicating which costs in the cost allocation plan and the dollar amount have been attributed to the Indirect Cost.)

Indirect cost rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with supporting documentation. DHCD will not make adjustments to indirect cost rates after June 1st.

The Grantor does not issue or award Indirect Cost Rates.

Grantees who wish to obtain a Federally authorized Indirect Cost Rate are encouraged to contact the "Cognizant Agency" which is the US Department of Health and Human Services.

b. For all personnel costs funded under this Agreement, Grantee must maintain documentation for use of indirect cost funding and provide the same when requested for verification of expenditures in keeping with the approved cost allocation plan, including, but not limited to cancelled checks, employee signed and supervisory approved employee time sheets, invoices and bank records.

c. Expenses charged to an indirect cost rate must be accompanied by and cross-referenced to and reconciled with an independent audited financial statement, which accounts for all (grant funded and non-grant funded) activities by the Grantee during the fiscal year in which the indirect cost rate is based.

6. Organizational Audit

Grantee must submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year.

Note to All Grantees: All Grantees must ensure their financial records are available for review or audit by appropriate officials of the Federal Government and the District Government.

7. Auditor's Management Letter.

Grantee shall submit an auditor's Management Letter to the Grantor at the time it submits the annual audit.

8. Procurement Policy. Accounting Policies and Procedures. and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution, the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of the Grant. These policies and procedures shall be in accordance with the requirements of 2 CFR Part 200. The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

If the Grantee has previously submitted these documents, and the documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a certified statement (the "Re-certification Letter") to the Grant Administrator indicating when the most current document was submitted to the District and certifying that no changes to these policies and procedures have since been made.

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D. Summary of Report Deliverables and Receipt Due Dates:

	Report	**Receipt Due Date**
1	Monthly Performance Report	No later than the 10th day of each month
2	Quarterly Beneficiary Data	No later than January 10th, April 10th, July 10th and October 10th – a separate report for each use: PS-NPS-NRSA
3	Language Access Report (Optional)	No later than January 10th, April 10th, July 10th and October 10th
4	Fringe Benefits Report	Within 15 days of Grant execution
5	New Hires/New Employees Information (Job Description & Resume) HUD certificate if certified counselor	10 Days prior to the Offer Letter of Employment being sent to the candidate
6	Notice of Vacant Position	Within 10 days following the vacancy
7	Non-expendable Equipment Report	Within 15 days of Grant execution and quarterly thereafter
8	Procurement Policies and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
9	Accounting Manual and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
10	Cost Allocation Plan (based on and tied to the most recent audit)	Within 30 days of Grant execution
12	Independent Financial Audit	Within 90 Days of the Close of the Grantee's Fiscal Year

	Report	Receipt Due Date
13	Single Audit Report (if applicable)	Within 30 Days of submission to the Federal Audit Clearinghouse
14	Auditor's Management Letter	Submitted with the submission of the Audit
15	Requests to revise Budgets and/or Workplans	Prior to the 1st day of June
16	Grantee's Close-Out Report (Section XV.) Inventory Report & Annual Report	Within 90 Days of the end of the Term of the Grant.
17	HUD 9902	Within 30 Days of Submission to HUD
18	HUD Monitoring Report	Within 30 Days of Receipt from HUD monitor or the HUD intermediary monitor.

Section X. Accounting/Audit Requirements

A. Accounting System

1. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in Exhibit B.

2. Accounting records should be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.

3. Any funds provided to the Grantee or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest-bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

Grantee shall submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year, contingent on the following:

1. Grantees receiving an aggregate of $1,000,000 or more from all funders in Federal funds must in accordance with Federal regulations obtain an independent audit (Single Audit Act of 1984 , Single Audit Amendments Act of 1996, and 2 CFR Part 200). A standard audit may be supplied pending the completion and submission of the Single Audit.

2. Grantees:
   (a) Required to be audited by any State or political subdivision(s) thereof (whether by statute or regulation) or
   (b) Who conduct an audit to submit to any government or private funder, or foundation or corporate funder or
   (c) Whose governing body or senior management obtains an audit,

   shall be required to submit that audit to the Grantor upon receipt of the same.

If the Grantee is not audited in accordance with (1) and (2) above, the following shall apply:

3. A Grantee whose corporate entity receives or expends less than $999,999 as reported to the Internal Revenue Service in the 990 Tax Return without amendments, deletions or summarized details must file with the Grantor a financial report prepared by an independent Certified Public Accountant and certified by the same that contains:
   - income statement or Statement of Activities,
   - balance sheet or Statement of Financial Position,
   - statement of Functional Expenses by program or cost centers such statement to break out separately the Grantor's funding by Grantor's program(s) separately from all programs or cost centers used.
   - statement of cash flows, and
   - independent review and certification of the financial statements including a review of the management's financial internal controls.

   In addition, the nonprofit organization must file a biennial audit that covers both years within a biennial period. See 2 CFR Part 200, Subpart F.

4. The Grantee shall fully clear any deficiencies noted in the audit reports within sixty (60) days after receipt by the Grantee.

5. . Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default of this Grant and may result in the withholding of future payments and/or debarment from participation in future Grants.

Section XI. Grant Administration

The Grant Administrator is:

William Winston
Associate Director for Community Services
DC Department of Housing and Community Development
1909 Martin Luther King Avenue SE, Room 304
Washington, D.C. 20020.

The telephone number is (771) 208-9628. All concerns regarding the technical implementation and interpretation of this Grant are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line-item changes and terms) where there is no dollar increase.

Section XII. Repayment of Grant Funds/Grant Performance Monitoring Default and Remedies

A. HUD Monitoring

The Grantee is subject to monitoring by HUD and agrees to provide all required information, data, records, files including client files, case notes, correspondence and emails, reports, beneficiary data, performance data, financial records, supporting documentation, to satisfy HUD monitoring. Notwithstanding the date of a finding by HUD, should HUD make a finding, the Grantee shall be responsible to cure the defect, and should HUD require repayment of Grant funds for any reason to the Federal Government, the Grantee shall be responsible for repayment in the amount specified by HUD. Repayment shall be made to the District of Columbia and by the District to the Federal authority in satisfaction of the HUD requirement. HUD monitoring is not confined to the performance period but extends through the record retention period provided in Section XV.

B. Grant Performance Evaluation

1. DHCD will monitor the performance of the Grantee to ensure that the goals and performance standards stated in the Statement of Work and Work Plan and RFA are being achieved according to schedule and within budget.

2. All records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. Grantee shall make timely submission of all information and/or records requested by DHCD or HUD to assess performance under the Agreement.

C. Suspension or Termination of Grant Assistance

1. In accordance 2 CFR 200.340 and 200.341 and 200.343, suspension or termination of CDBG Grant assistance may occur according to the Default provision in subsection D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner.

2. If Grantee fails to correct the substandard performance within thirty (30) days after receiving written notice from DHCD, suspension or termination of this Agreement will be initiated.

3. In accordance with 2 CFR 200.340(a), suspension or termination of Grant assistance may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

Subject to any applicable notice requirement and right to cure, the occurrence of any of the following shall constitute an event of default:

1. Failure to comply with any of the CDBG Program rules, regulations or provisions referred to in this Agreement, or such other Federal or District statutes, regulations, executive orders, District of Columbia mayoral orders, HUD rulings, policies or directives applicable to this Grant:

2. Failure to comply with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement.
3. Substandard performance by the Grantee or any of its agents under this Agreement, as determined in the sole and reasonable discretion of DHCD; or
4. Improper use of funds provided under this Agreement.

A determination of default shall be made in the sole and reasonable discretion of DHCD.

E. Remedies for Default

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of a written notice to the Grantee, Grantor may take one or more of the following actions, as determined in its sole discretion:

1. Terminate and suspend further disbursement of any remaining Grant assistance.
2. Disallow all or part of the cost of the activity or action that is not in compliance with this Agreement.
3. Wholly or partially suspend or terminate the current Grant award; or
4. Take other legal remedies that may be available.

F. Termination for Convenience

The Grant may be suspended or terminated on the basis of convenience as provided in 2 CFR 200.340(a).

G. Reversion to DHCD of Grant Assistance

1. Upon default by the Grantee under the terms of subsection D above, which has not been cured, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request the following:

i. Any Grant funds in its possession (whether or not committed),
ii. Any accounts receivable attributable to the use of Grant funds; and
iii. The portion of any income directly generated by (or the prorated proportion of) Grant funds for the activities described in this Agreement.

2. Upon final completion of the projects and activities for which CDBG funds have been provided by DHCD, expiration of the term of this Agreement, cancellation, or determination of this Agreement, the Grantee shall transfer any unspent, excess or surplus CDBG Grant funds, to include accounts receivable attributable to the use of the CDBG funds.

H. Grantor Non-Waiver

DHCD's delay or failure to act with respect to a breach by the Grantee does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section XIII. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, and 2 CFR Part 200, as deemed applicable by the Grantor. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Fund Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Organizational Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter arising from this Grant Agreement.

D. Cancellation Ceiling

In the event of cancellation of the Grant because of non-appropriation of funds for a specific fiscal year, there shall be a cancellation ceiling of zero dollars.

E. Anti-Deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, Grantor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code§ 47.105. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-Deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section XI. of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements.
2. Performing technical evaluations as required.
3. Interpreting the Statement of Work and other language in the Grant.
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with the District and other laws and regulations applicable to the Grant.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

Marian Siegel
Executive Director
Housing Counseling Services, Inc.
2410 17th Street, NW
Washington DC 20009
(202) 667-7006
mariansiegel@housingetc.org www.housingetc.org

H. Misuse of Grant Funds

Any alleged fraud, waste, abuse or mismanagement of Grant funds shall be immediately reported to the Grantor and the District of Columbia Office of the Inspector General ("OIG"). The OIG may be reached at (202) 724-TIPS (8477) and (800) 521-1639 or at oig.dc.gov

I. Nonassignability

Grantee will not sell, assign, pledge or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

Section XIV. Insurance

A. The Grantee shall obtain at least the minimum insurance coverage set forth in this Section XIV. and Exhibit H prior to the Effective Date and keep such insurance in force, as may be applicable, throughout the Grant period of performance.

B. Fidelity Bond: The Grantee must procure Fidelity Bond coverage in an amount equivalent to the total Grant budget. Pursuant to 2 CFR Part 200, Fidelity Bond coverage is required to protect the District's interest in the dollar amount of the Grant. Should Grantee be unable to procure a Fidelity Bond, Grantee shall submit proof that it has obtained general liability insurance that covers internal employee criminal activity or directors' and officers' liability insurance.

Section XV. Records Retention/Access

A. Records Retention

The Grantee shall retain all records demonstrating compliance with CDBG requirements and that are pertinent to this Grant for no less than five (5) years from Close-out of this Grant Agreement, including any extension thereof made in accordance with Section XVI. [Option to Extend] and including but not limited to Close-Out in IDIS of any HUD requirements. See Exhibit 5.1 in this link: https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-5.pdf

B. Extension of Retention Period

Notwithstanding the foregoing retention requirement in paragraph A above, if any litigation, claim, HUD monitoring or audit is initiated before the expiration of the retention period, records shall be retained for a period of not less than four (4) additional years following completion of the actions and resolution of all proceedings (e.g. litigation, claim, HUD monitoring or audit) involving the records.

C. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility, progress and achievement toward program goals and secure such records in a manner subject to applicable privacy laws. Such data may include, but is not limited to, client name, address, income level, case notes, correspondence and a description of service(s) provided. The Grantee shall use software which is HUD compliant to maintain client records. The Grantee shall transmit client records and files in a manner that is compliant with HUD's Personally Identifiable Information (PII) requirements.

D. Access to Records

All Grantee books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Grant funds shall be made available to the Department, HUD, its designee, representatives of the Inspector General of the District of Columbia or the Office of the DC Auditor at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.

E. National Objectives

The Grantee agrees to maintain documentation that demonstrates that the activities carried out with CDBG funds provided under this Grant meet the CDBG national objective of benefiting low- and moderate-income persons, as defined in 24 CFR part 570.208.

F. Copyright

If this Agreement results in any copyrightable material or inventions, DHCD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Section XVI. Federal and District Public Policy Requirements

Grantee shall fully comply with the following Federal and District policy requirements, as deemed applicable by Grantor:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federal-assisted and federal conducted programs and activities .

C. The requirements of Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

D. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.-) and implementing regulations at 24 CFR I part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

E. The requirements of Executive Order 11246, as amended by Executive Orders 11375. 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

F. The Conflict of Interest provisions of Federal and District laws strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of Federal funds to comply with 2 CFR 200.317 to 200.327 and

any sections of Title of 24 the Code of Federal Regulations concerning CDBG funding which are more restrictive than the Uniform Guidance Code for use of CDBG funds. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within (fifteen) 15 business days of execution of the Grant Agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict-of-Interest declarations to be executed by each employee and board member.

G. The Hatch Act. Chapter 15 of Title V. United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

H. The National Environmental Policy Act or other legislation implemented by 24 CFR part 58.

I. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement as Exhibit F.

J. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991H FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.

2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any grant,

or the entering into any extension. continuation. renewal, amendment of modification of any grant.

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and

c. He or she will include the language of the certification in all sub- grant awards at any tier and require that all recipients of sub-grant awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this Grant imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure, as the applicable grant shall so provide.

K. The Americans with Disabilities Act of 1990 (ADA) - Notwithstanding anything contained herein to the contrary, during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

L. The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are applicable pertaining to economic opportunities for low and very low-income persons. 24 CFR part 135.

M. First Source Program - Contractors and subcontractors of a government-assisted Project totaling $300,000 or more must comply with the District's goals for the recruitment, referral and placement of District residents. See D.C. Law 5-93, as amended, D.C. Official Code§ 2-219.01 et seq.

Section XVII. Close-Out Provisions

Activities and tasks during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor, and determining the custodianship of records (which shall remain the responsibility of the Grantee unless a determination is made otherwise). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over District appropriated funds and the record retention period, whichever is longest. Grantee shall submit the following items within the time frames indicated in this Section after completion of Grant activities or expiration or termination of this Agreement.

1. All activities are eligible, were completed and met a national objective.
2. All grant funds were expended in full, or all remaining funds are to be returned to Grantor.
3. All reporting requirements were completed and submitted (except for the final report that is submitted during the closeout process).
4. Any special conditions were met; and
5. All deficiencies or corrective actions affecting the Grant were resolved.

A. Grant Close-Out Report

The Grantee shall submit to the Grantor a Grantee's Close-Out Report ("Report") within ninety (90) days after expiration of the Grant term, termination of the Grant, or final payment for activities under this Agreement, whichever occurs later. This Report, at a minimum, shall include a narrative of the Grantee's completed tasks based on the activities, performance measures and goals set forth in the Statement of Work. The Report shall be completed using a form provided by the Grantor. The Grantee shall provide any information or data Grantor requests for Close-Out. In the Grantor's sole discretion, the reporting provided during the term of this Agreement may be accepted in lieu of the Grantee's Close-Out Report if those reports contain all information required in this section.

B. Documentation of Expenses

Within ninety (90) days after the expiration of the Grant, the Grantee shall provide to Grantor documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses.

C. Equipment Inventory

The Grantee shall submit to Grantor a list of all furniture, fixtures, equipment and vehicles purchased with Grant funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with 2 CFR Part 200.

D. Audit

The Grantee shall submit an audit or financial statement, as applicable, and as provided in Sections IX and X. of this Agreement.

E. Transfer of Records

Grantee shall, within ninety (90) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

F. Grantee's Obligations

The Grantee's obligations to DHCD remain in effect through the period of record retention as stated in Section XV.

Section XVIII. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion, and if legally permitted, extend the term of the Grant no more than two (2) times for one-year terms, or any fraction of one year, or multiple successive fractions thereof.

B. Grantor will endeavor to provide Grantee a preliminary written notice of its intent to extend at least thirty (30) days before the end of the Grant Term. The preliminary notice does not commit the District to an extension or authorize additional Grant funds to Grantee.

C. Any extension of this Grant is contingent upon the appropriation of funds for the applicable time period. However, the availability of funds shall not obligate the District to extend the Grant.

Section XIX. Total Agreement

The Grant Agreement, including specifically incorporated documents (to include the approved Statement of Work, the Work Plan, the approved Budget and the Grant attachments) constitute

the total and entire agreement between the Parties. Grantee understands and agrees to comply with the incorporated references contained in this Agreement and all applicable District and Federal laws and regulations.

Section XX. Applicable Law.

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia, unless otherwise controlled by federal law. In any proceeding relating to this Grant Agreement, each of Grantor and Grantee, hereby irrevocably submits to the jurisdiction of the Courts of the District of Columbia for the purposes of any suit, action or proceeding arising out of or relating to this Grant or transactions contemplated hereby.

Section XXI. Severability.

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XXII. Amendment.

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Grant activities, or the amounts specified in the Budget without the prior written approval of Grantor. The Grantee may request in writing approval of any proposed change to the Statement of Work or Workplan or the amounts specified in the eligible cost categories of the Budget and shall provide adequate supporting information and a revised budget along with its request. All such requests must be signed and dated.

Section XXIII. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or fully, by the Department.

1. The written or printed materials must include the authorized DHCD logo.

2. Written or printed materials include, but are not limited to, newspaper, radio and television announcements or advertisements, websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.
4. Grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to Grantee.
5. Grantee must provide copies of all marketing materials, brochures, flyers and other materials that publicize grant-funded activities to Grantor via email at dhcd.occo@dc.gov

Grantee shall publicize, as appropriate, to its constituency through social media, print, and online postings, DHCD communications and events that are related to Grant supported activities.

Section XXIV. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code§ 2-531 *et seq*. provides for the disclosure of public information. Specifically, the law provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Official Code § 2-1701(13) .

This serves as your Notification that information /documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code§ 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXV. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, homeless status, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Sexual harassment is a form of sexual discrimination which is prohibited by the Act and Mayor's Order 2023-131 (Updated District Government Sexual Harassment Policy, Guidance, and Procedures), which is attached hereto as Exhibit I.

The prohibition against workplace sexual harassment extends to third parties doing business with or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies. By executing this Agreement, Grantee affirms that it will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1 I 00 et seq. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated.

Section XXVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addresses:

NOTICE TO GRANTEE:

Housing Counseling Services, Inc.
2410 17th Street, Suite 100
Washington DC 20009
Attn: Marian Siegel (Executive)

NOTICE TO GRANTOR:

D.C. Department of Housing and Community Development
Community Services
1909 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
Attn: Director

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTOR SIGNATOR PAGE]

DISTRICT OF COLUMBIA, a municipal Corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Colleen Green
Director

Legal Review:

Julia Wiley
Office of the General Counsel
Department of Housing and Community Development

3/13/25
Date

[Signatures continue on the next page]

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTEE SIGNATURE PAGE]

HOUSING COUNSELING SERVICES INC.
a District of Columbia non-profit corporation

Marian Siegel
Executive Director

3/17/2025
Date

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit A Services to be Provided

- Statement of Work
- Section 3.2 Services (from the FY25 RFA)
- Workplan as approved by the Grantor

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education and training services to support DHCD's housing programs and initiatives, and to promote compliance with District housing regulations. All of the services are intended to empower potential homeowners, actual homeowners, and tenants for the purpose of preserving of affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership; (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached workplan and performance measures. Marketing and outreach for the services provided is a activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of these service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling; (b)the Grantee's additional knowledge of the individual and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and it shall be maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow up and conduct a final assessment of the impact of the services provided. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for HPAP/EAHP/NEAHP
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program

A6: Income Certification for PADD Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B13: Technical Assistance for Coop and Condo Associations

CATEGORY C: TENANTS AND TENANT GROUPS
C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

SECTION 3: PROGRAMMATIC REQUIREMENTS

3.1 Eligibility for Federal Funding

The services in this RFA will be conducted through grant agreements using Federal funds (Community Development Block Grant (CDBG) and, as available, some District Funds. The Department will provide a full informational briefing to the awarded grantee(s) about the grant funding source's ongoing administrative and programmatic requirements. Whether grants awarded under this RFA are funded locally or with federal funds, all grants will be managed to the higher standards and requirements whether Federal or District.

Federal regulations have established national objectives requiring all CDBG-funded activities beneficiaries to be at least 51% low- and moderate-income persons or households. The national objective is achieved through "limited clientele benefit"—that is, by verifying the incomes of each beneficiary of the services provided. The applicant must demonstrate that it has the capacity and the intention to verify the household incomes of beneficiaries to meet the national objective of providing benefits to 51% of low- and moderate-income persons.

Client income certification is also an important element of ongoing program activity for many DHCD housing programs. (See Section 3) Applicants should review in detail the federal income requirements for programs, activities, and grantee (sub-recipient) eligibility under the Community Development Block Grant program regulations at 24 CFR 570. 200-210,

- https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-570/subpart-C?toc=1

and HUD Housing Counseling Program Regulations: 24 CFR Part 214,

ps://www.ecfr.gov/current/title-24/subtitle-B/chapter-II/subchapter-B/part-214?toc=1

3.2 Housing Services: Description of Housing Programs and Services

Please Note: Specifications and programmatic requirements may change from time to time during the award period at the discretion of the Department.

The following describes seventeen services in the Housing Counseling Program. These constitute the services for which the Department is seeking Applicants to provide services to DC residents. Applicants should select at least one service for which they are applying; however, the Applicant may select more than one. The Department is not obligated by the Applicant's selection to make an award. Applicants are responsible to demonstrate their capacity in their application to provide the services for which they have applied. Capacity includes staffing patterns including qualifications and experience, other funding resources, case management systems and programmatic activities. Historical data can also be considered in demonstration of organizational capacity. Applicants should be aware of Legal Citations noted throughout this section as well as the references to the Code of Federal Regulations (CFR).

Category A: HOMEOWNERSHIP

A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program
A6: Income Certification for the Property Acquisition and Disposition Division (PADD) Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY

B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B12: Legal Services for Seniors and/or Coop & Condo Associations
B13: Technical Assistance for Coop and Condo Associations
B14: Technical Assistance for Owners of Small Rental Properties

CATEGORY C: TENANTS AND TENANT GROUPS

C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

Each particular service has specific requirements described in the following pages. Applicants are expected to utilize this guidance in the performance of these services.

CATEGORY A: HOMEOWNERSHIP

Legal Citations Governing Program Area in Category A

Applicants to provide services in Category 1 should review in detail the following legal citations governing the District's homeownership programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for homeownership pursuant to the relevant citations.

- Home Purchase Assistance Program: DC Code 42-2601 and 14 DCMR, Chapter 25
- Employer-Assisted Housing Program: DC Code 42-2501 and 14 DCMR, Chapter 36
- Inclusionary Zoning: Legislation Pending, Bill 17-586, 17-618, 17-619

A1: HUD Housing Counseling

This activity is open to applicant organizations which are HUD approved employing one or more HUD certified counselor(s). Such counseling is often (but not exclusively) in the pursuit of homeownership or credit repair and improvement or to improve their housing condition.

Grantees of this service should be familiar with 24 CFR 5.100 and with 24 CFR 214.

Housing counseling is independent expert advice provided by a HUD certified housing counselor (24 CFR Part 214) customized to the needs of the client. It is aimed at addressing housing barriers and providing support to the client to achieve their housing goals. This counseling service must include: (1) intake (2) financial and housing affordability analysis (3) an action plan[2] and (4) follow-up counseling to implement the action plan and achieve its stated goals *(24 CFR 5.100).*

The action plan should identify the steps needed for the client to achieve his/her housing goals. These actionable steps include, but are not limited to, review of the client's credit report with explanations of its meaning and items that impact (or may improve) the credit score, creation of a budget and methodologies to track one's income and spending, debt reduction planning, and savings planning. Follow-up should track the client's progress toward the goals of the action plan. Other programs and services including group educational opportunities may complement the one-on-one counseling with a certified counselor. Counselors, therefore, may appropriately make referrals to programs and services as well as to group educational activities that support and implement the goals of the action plan.

Counseling organizations are required to maintain case files including items 1-4 above as stated in 24 CFR 5.100. It is critical that files with records and case notes be kept in such a way that if a client's counselor is no longer available, either temporarily or permanently, another certified counselor in the organization can understand based on the file the client's circumstances, action plan, progress and where the client is in achieving his/her housing goals.

Organizations providing this service should have working experience with credit counseling and repair, with consumer credit bureaus and consumer credit laws. Ideally, they should be familiar with creditor tactics, liens, judgments, repossessions, and other obstacles to credit improvement.

It is critical for the counseling organization to make efforts to keep the client engaged in the counseling process and such attempts and outreach should be documented in the case file.

In accordance with HUD requirements, counseling organizations may close files if a client does not respond to outreach efforts over 60 days. The last outreach attempt should document that the file will be closed as of a specific date if nothing further is heard from the client. If the client should return to client after the 60 days, a new file should be opened.

[2] Except for reverse mortgage counseling.

Post-purchase follow-up

a) Grantees must continue their counseling relationship with customers once they become homeowners. This follow-up should continue for a period of time after purchase to ensure the homeowner's housing stability.
b) Grantees may make use of post-purchase programs using either their own programming or making referrals to other Grantees who provide such programming (*e.g.* B1 General Home Management and B2 Foreclosure Counseling).
c) If problems arise, it will be the grantee's responsibility to address them quickly as time is of the essence, and to address them as efficiently as possible. Where the District's investment is involved, counseling should include ways to protect the DC investment.
d) When working with clients who have an HPAP deferment period ending, Grantees must provide dedicated counseling services to those borrowers. In particular, grantees will be asked to make an updated assessment of each borrower's financial status regarding the appropriateness of continued deferment.
e) Potential delinquency, or foreclosure prevention, counseling will be provided to any borrower who is experiencing difficulty.
f) If problems continue with these loan clients, this counseling will become a home preservation activity.

A2 8-Hour Homebuyer Education Class (HBE)

This activity is open to applicant organizations which are HUD approved counseling organizations employing one or more Hud certified counselors.

The Department seeks HUD Approved organizations to provide the 8-Hour Homebuyer Class. This is in support of the Department's many programs for which the 8-Hour Homebuyer Class is a requirement, and also for other DC residents who seek to take this class in preparation for homeownership and for their knowledge.

Organizations should take as a serious obligation to conduct this class with knowledge staff (HUD certified counselors). The class is conducted in a traditional in-person setting or in a virtual online setting.

Those who successfully attend and complete the class should be provided with a DHCD certification (in the format approved by the Department) indicating their completion of the class and dated appropriately. Monthly attendance and award of certificates should be reported to the Department monthly. The class should be presented frequently enough to meet programmatic needs of DHCD programs. Class dates should be provided to the Department for inclusion on the DHCD calendar. Presentations should be given by staff, not outside speakers. Grantees are welcome to collaborate in the conduct of these classes.

A3: Intake for DC Homebuyer Programs (HPAP/EAHP/NEAHP)

The Home Purchase Assistance Program (HPAP) is the primary DHCD program for first-time homebuyers. HPAP provides interest-free loans that include closing cost assistance to eligible applicants. Under this program, homebuyers may have the opportunity to purchase houses,

condominiums, or cooperative units in the District. DHCD has additional homeownership programs which are associated with HPAP, and which are targeted to specific populations or geographic areas or may meet specific home buyer needs.

The satellite programs are:

(1) The Employee Assisted Housing Program (EAHP) provides assistance to District of Columbia Government employees, who are first-time homebuyers in the District; and

(2) The Negotiated Employee Assistance Home Purchase Program (NEAHP) provides down payment and closing cost assistance to certain District of Columbia Government employees whose position is covered by specific union collective bargaining agreements.

Wherever the acronym "HPAP" is used, the same applies to the EAHP and NEAHP programs.

Prior to HPAP Application

Clients interested in HPAP assistance who have a pre-approval from a lender, should be assisted with making an application to the HPAP as expeditiously as possible. Those without a pre-approval letter from a lender are required to engage in HUD Housing Counseling (see A1 above) in order that they have the benefit of credit counseling and homeownership preparation. The action plan should include the actionable steps needed to ensure success as a homeowner and to achieve a pre-approval letter from a lender. Once a pre-approval letter has been obtained, the client with the Grantee's assistance should proceed to making their application to HPAP.

Application Process

For grantee organizations, this relationship management function includes working with first-time homebuyers throughout the homeownership application, preparation, purchase, and post-purchase process. Counseling will be focused on low- and moderate-income populations.

Once HUD credit counseling is completed the HPAP process includes:

(Optional) Applicant organizations may conduct pre-purchase seminars which include information and requirements of the HPAP programs. A DHCD Certification should be provided to attendees and recorded with DHCD.

Application Intake includes document collection of those documents needed. These should be collected in person or by means of a secure portal. Email is not considered a secure means for transmission of information which could be used for identity theft or other criminal activity. Drop-off at a staff office to an employee is acceptable.

Once the application package is complete, the organization submits to the appropriate HPAP administrator.

Homebuyer Education (8-hour class) (A DHCD Certification should be provided to 8-hour Homebuyer Education attendees and recorded with DHCD.)

Post-Purchase follow-up (Records of those follow-ups should be maintained by the organization. See Post-purchase in Service A1)

Organizations will be responsible for: (1) the application process, which includes delivery of completed applications to the HPAP Administrators; (2) completion of the application form itself and collection of all required supporting documentation, and (3) maintaining performance and reporting data, and databases as needed by the Department.

A4: Inclusionary Zoning Orientations

Introduction to IZ/ADU Programs:

The District's Inclusionary Zoning (IZ) Program requires a certain percentage of units in a new residential development, or a substantial rehabilitation that expands an existing building, be set aside as affordable units. The goals of this program are to increase the supply of affordable housing for low- and moderate-income households, to support the creation of mixed-income communities, to prevent rising home prices from driving out low- and moderate-income residents, and to leverage the expertise and capacity of the private market to develop affordable housing.

Affordable Dwelling Units (ADUs) are defined as for-sale and for-rent homes that are locally restricted for occupancy by households whose income falls within a certain range and are generally offered at a below-market rate. ADUs are generally produced in exchange for zoning relief, tax incentives, public financing, and/or the right to purchase or lease District-owned land. Specific ADU provisions, such as the affordability period, income limits, and resale restrictions, are set out in deeds, covenants, land disposition agreements, ADU administration plans and other originating documents.

ADU provisions have historically varied from project to project, as each is a result of a unique negotiation or project approval. However, ADU restrictions are becoming more standardized and more similar to standard IZ requirements.

Organization roles and responsibilities:
Provide mandatory IZ Orientation. The department's PowerPoint presentation must be utilized. Presentation and answers to participants' questions must conform to agency guidelines.

DHCD seeks organizations which will provide programmatic rental and homeownership counseling services in support of both of the above programs. Information about these

programs is available through DC Housing Search https://www.dchousingsearch.org , counselors will be required to utilize DC Housing Search, and train potential customers in how to search for affordable housing through DC Housing Search.

Grantees will be required to become familiar with the program requirements and procedures, as required by DHCD. In the last few fiscal years, the IZ program has produced approximately 400 new affordable units each year.

Orientation:
In particular, organizations are required to conduct IZ Orientations to help residents to be familiar with all programmatic requirements for the IZ program.

Organizations must conduct and coordinate this mandatory orientation session in a traditional and virtual classroom settings. They must provide interested applicants/residents with the relevant terms of the program, including next steps and other information as required by DHCD.
DHCD currently provides standard slides and certificate templates to use for this orientation and will provide training to grantees.

Completion of this orientation class is mandatory before an individual may register for the IZ program and individuals must renew registration every two (2) years to remain on the IZ registration list.

The class must be conducted at least monthly beginning within 30 days after the grantee's application is approved. Coordination of this class will include publishing upcoming class dates, accepting reservations via phone, email, or other method, allowing walk-ins if space is available, providing attendees with a certificate of completion (in a format approved by DHCD) upon completion of the class and providing at least monthly attendee data to DHCD. It will also include ensuring that attendees receive all required training materials, and shall be presented by grantee staff, not outside speakers.

Grantees must train program participants in the terms and specifics of the IZ and ADU Programs (training guidance will be provided by DHCD) and provide additional pre and post homebuyer education training.

Grantees must also provide data to DHCD on a regular basis as determined and requested by DHCD, including but not limited to the names and contact details for individuals who have received a DHCD certificate and the number of attendees at IZ orientations.

A5: Income Certifications for the IZ/ADU Units Programs

The agency seeks two organizations to provide income certifications for participants in the Inclusionary Zoning and Affordable Dwelling Units programs. Income certifications are expected to be conducted under a uniform process prescribed by DHCD and following HUD Part 5. DHCD has established requirements for approving Certifying Entities, including

specific IZ and ADU training.

Grantees are expected to become Certifying Entities pursuant to DHCD requirements. Grantee organizations will be required to ensure that program participants understand that income and occupancy restrictions apply to their IZ units and ADUs. Grantees will also be expected to complete income certifications for newly selected households and for renewing tenants. Grantees will be working closely with individuals, property management/leasing staff, sales agents and DHCD. DHCD will provide the necessary forms and procedures, but Grantees will collect the necessary paperwork from individuals and complete the income and household size verification process. Upon successful certifications, Grantees will notify DHCD and the sales/leasing staff.

Such restrictions may include but would not be limited to: (1) the specific affordability period, (2) conditions for, or prohibitions against, subleasing, and (3) resale restrictions. Ongoing outreach and assistance to occupants of IZ units and ADU is required in the areas of programmatic requirements and homeownership counseling.

A6: Income Certification for PADD Applicants

The Property Acquisition and Disposition Division (PADD) encourages vacant and/or abandoned property owners to rehabilitate and/or occupy their properties. PADD acquires vacant, abandoned, and deteriorated properties through negotiated friendly sale, eminent domain, donation, or tax sale foreclosure, when owners are unwilling or unable to maintain their properties. PADD also disposes of properties in inventory by selling them to individuals or developers to be rehabilitated into high-quality affordable and market-rate single-family and/ or multi-family for-sale or rental housing in District neighborhoods.

For DHCD, the activities of this Division create affordable homeownership and rental opportunities for low- and moderate-income households. Grantees must counsel these households as they qualify for and occupy these new homeownership and rental units. DHCD seeks one or more organizations which will provide counseling or training services for affordable units made available through PADD.

Because PADD units are not produced through a traditional homebuyer program, an intensive marketing and outreach effort to our target population will be required of grantees. Counseling services will also involve conducting income certifications and re-certifications for purposes of admission and continuing participation in this program. Income certifications are expected to be conducted under a uniform process prescribed by the Department. For PADD, grantees must ensure that program participants understand that income, or occupancy, restrictions apply to their unit. Such restrictions may include but would not be limited to: (1) the specific affordability period; (2) conditions for, or prohibitions against, subleasing; (3) potential rent increases; and (4) resale restrictions. The specific unit covenant

terms will be communicated to stakeholders by the Department, but grantees must facilitate communication with stakeholders.

A7: Public Services: General Coaching and Information

Public Services may be undertaken by Applicants which have not yet obtained HUD Approval and may not employ a HUD certified housing counselors. (HUD Approved organizations who are applying for A1 or A2 do not need to apply for this service, since they are able to provide these Public Service activities in connection with their other lines of services.

These activities are frequent but not exclusively in a group setting. These may be virtual or in-person, as long as an in-person option is provided. Grantees may utilize Homebuyer Clubs as an effective tool for keeping clients engaged in homebuyer preparation when a long-term period is needed for better positioning to be a first-time buyer.

They may include group trainings on understanding credit and credit reports and involve savings programs.

Public service staff are required to train clients to utilize available tools, such as DC Housing Search https://www.dchousingsearch.org to locate affordable housing for sale and for rent.

CATEGORY B: COUNSELING AND TRAINING FOR HOME PRESERVATION

B8: General Home Management (Post-Purchase Non-Delinquent)

Post-purchase counseling is essential for Homeowners who have purchased their homes, are not delinquent in their mortgage payments and would like to remain successful by creating a realistic financial plan to avoid financial pitfalls and protect and retain their homeownership. Post-purchase counseling is essential to understand local post-purchase behavior, especially low-moderate income homeowners, that can be supported by education and supportive programs to ensure recent homeowners understand what to do in the event of hardships. Organizations that provide post-purchase counseling sessions and education workshops will ensure their topics consist of the following:

1. Prepare a maintenance plan for major household systems and repair strategies.
2. Emergency preparedness plan to assist client in case of disaster.
3. Understand consequences of not paying taxes, HOA payments or community assessments.
4. Explain the benefits of establishing an emergency fund and retirement or tax-incentivized accounts.
5. Provide knowledge of home improvement financing options like HELOCs and give counsel on how to apply for additional financing to renovate property.

6. Access the client's understanding of the process of refinancing the home and incurring more debt.

This counseling activity may include, but not be limited to, appliance warranty disputes, contractor disputes, disputes with mortgagors, will and estate issues, including transfer-on-death deeds, etc. In this service, grantees must serve as advisor-educators and are prohibited from giving legal advice. Grantee activities should focus on low—and moderate-income populations.

B9: Foreclosure Counseling

Homeowners who are delinquent in loan payments (as well as those in danger of delinquency) need to know what options are available to them. Similarly, those in foreclosure need to know their options and resources that may assist them, especially if available legal services are available.

Organizations are required to provide foreclosure prevention counseling that helps homeowners at risk understand the foreclosure process in Washington, DC, determine their legal rights and identify options to avoid foreclosure.
Organizations will assist struggling homeowners with loss mitigation, communicate with mortgage servicers and provide services such as the following:

1. Provide advice and coaching to assist clients with creating a budget based on financial goals. Assess the current financial situation and develop short and long-term strategies to reduce expenses and debt to achieve client goals.
2. Explain loss mitigation. Explain the requirements of a loss mitigation package and evaluate the client's loss mitigation options for FHA and non-FHA loans.
3. Provide examples of mortgage default scams and ways to avoid being a victim.
4. Explain the consequences and costs associated with a foreclosure, short sale, or deed-in-lieu.
5. Explain the foreclosure timeline and devise a plan if the client is unable to stay in the home and assist the client in mortgage default recovery. Demonstrate the impact of a mortgage default.
6. Work with displaced residents seeking referrals for housing.

Grantees work with homeowners who are delinquent in their mortgage payments, or who are in foreclosure, or in post-foreclosure. These counseling services are also offered to owners of multi-family properties, and ownership associations. This counseling serves as a central element of DHCD's overall foreclosure prevention strategy.

It is critical to address the District's foreclosure crisis. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Grantees also work with the Department of Insurance Securities and Banking (DISB) to protect clients against scam operations that prey upon residents who are subject to foreclosure. Grantee organizations extract data for outreach and targeting efforts from the Office of the Recorder of Deeds, which provides a listing of all official foreclosures in the

District on a weekly basis. DHCD seeks one or more organizations that will provide foreclosure counseling services which include, but may not be limited to, all of the above-described foreclosure prevention activities.

For grantees, this counseling function means working with troubled homeowners, utilizing all foreclosure prevention or mitigation tools available, and if necessary, working with customers throughout their foreclosure or post-foreclosure process. Grantees must provide full assistance and advice to troubled homeowners. Grantees will be responsible for: (1) assessing the homeowner's circumstances, (2) educating the homeowner about the full implications of mortgage delinquency and foreclosure (3) exploring and providing options of action for the homeowner (4) providing tools or alternative support that may further assist the homeowner (5) developing and executing a best action plan for either saving the home or undertaking the best course for the homeowner, and (6) tracking the results of their counseling efforts. In addition, grantees will provide ongoing performance and reporting data and databases maintained.

Post-Foreclosure Counseling: It is critical that grantees continue their counseling relationship with customers, even if the home cannot be saved. Grantees must follow up with troubled homeowners for a period of time after any action plan has been executed. If the home has not been saved, counseling should be made available, and if necessary, referral to other needed services. If the home has been saved, counseling follow-up is also necessary to ensure that the ongoing action plan is being properly implemented. If more problems arise, it will be the grantee's responsibility to address them as quickly and as efficiently as possible.

With the passage of the Saving DC Homes from Foreclosure Emergency Amendment Act of 2010, troubled or delinquent District homeowners have the right to engage in mediation prior to foreclosure. As a result, DHCD requires grantees to provide counseling related to this mediation process.

Grantees must be familiar with the Law, its regulations, and the mediation process which has been implemented by the Mediation Administrator at the DC Department of Insurance, Securities, and Banking. Grantees must educate troubled homeowners in the decision factors related to mediation election, and, if necessary, prepare them for mediation. In some cases, counselors may be asked to accompany, or represent, troubled homeowners in the mediation process. Grantees must ensure that all customers who elect mediation complete and submit proper documentation in a timely manner. Grantees must ensure that the best interests of troubled borrowers are protected throughout the mediation process. Finally, DHCD expects grantees to follow-up after the mediation process is complete to ensure that any final mediation agreement is properly implemented.

B10: Eviction Counseling

Applicants who have HUD certified counselors or NeighborWorks America foreclosure certified counselors may offer this service. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Training should also include knowledge of laws and legal procedures governing eviction.

Eviction has long created housing instability for renters, and especially among low- and moderate-income households. For those at the lower end of the economic scale, eviction has caused not only housing instability but also employment insecurity and homelessness. Studies have shown that lack of access to legal representation has resulted in markedly different and detrimental outcomes as compared to renters who have legal representation. After legal representation, the next most effective range of services includes alternative dispute resolution (or mediation), knowledge and guidance in court navigation, and effective management of legal and tenant-landlord documents. In addition to housing instability, eviction also has credit impact for the tenant.

It is critical to provide those in danger of eviction with counseling to make informed decisions. This includes access whenever possible access to legal services. Also, appropriate training includes information about tenants' rights and obligations, the credit impact of eviction, use of payment plan agreements, understanding of court processes and procedures, and access to alternatives to court procedures. When tenancy is lost, counseling for housing alternatives is needed and a path forward to credit repair.

B11: Single-Family Residential Rehabilitation Program

The Single-Family Residential Rehabilitation Program (SFRRP) administers grants to District homeowners for roof repairs and for modifications to eliminate barriers to accessibility for persons with mobility or other physical impairments. Projects approved for SFRRP require a covenant on the property to protect the District's funding of the project.
DHCD seeks one or more organizations which will provide application intake services to SFRRP applicants throughout the grant process.

> **Mandatory Counselor Intake Training:** Grantees for this line of service are required to attend training with the SFRRP team in September to be introduced to updated aspects of the SFRRP for FY25. It is critical that the grantee have a solid understanding of the updated program and the requirements for applications. Therefore, the September training is mandatory for SFRRP intake counselors.
>
> **Application Period:** Applications for SFRRP will only be taken between October 1, 2024, and December 31, 2024. To be considered applications during this period must be complete. Lack of required documentation or information will not "hold a place" in the program if not provided before the December 31, 2024. The Department at its sole discretion reserves the right to close the program prior to the deadline if funding is depleted or no longer available.

Information Session for Applicants: The Department will provide Grantees with a PowerPoint presentation outlining the program and its requirements. Intake counselors are required to use this presentation with all potential applicants either in a group sessions (such as an Orientation) or in a one-on-one session with the potential applicant.

Grantee's and Counselor's Responsibilities: (1) use the Department PowerPoint presentation to present the program to potential applicants, answering questions from residents interested in the program; (2) complete the application document and collection of **all required** supporting documentation *(incomplete applications will not be accepted)*; (3) post-application and post-grant support; and (4) providing performance and reporting data as required.

45 Day Period: It is critical that no application be uploaded in the SFRRP portal unless it is complete with all required documents and intake form completed. If an incomplete application is uploaded in the portal, the SFRRP staff will notify the counselor and the applicant that the application cannot be accepted. The notification state that what is complete and state the **applicant has 45 days** to provide the requested information including documents. After 45 days if the application remains incomplete, the application will be closed as incomplete for funding.

Application Portal: Counselors will need to provide their name and contact information (e.g. email) when uploading in case SFRRP program staff need to follow up.

Legal Citations Governing Program Area for Category B:

Applicants to provide any service in Category B should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

- Lead Safe Washington 24 CFR, Part 35, 24 CFR, Part 85.37, Section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992
- Single Family Rehabilitation 14 DCMR, Chapter 28 First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
- Saving DC Homes from Foreclosure Emergency Amendment Act of 2010 (DC Act 18-635; 57 DCR 12404)

B12: Legal Services for Homeowners and/or Coop & Condo Associations

The Department seeks organizations to provide legal services to provide one or both of the services noted below. Grantees will conduct outreach to low- and moderate-income populations in need of these services.

- Legal Services to Seniors
  Seniors who are homeowners can be assisted by the Applicant to have legal services to assist Seniors to avoid housing instability or the loss of ownership of their home. In addition to their own attorney staff, Applicants may seek *pro bono* services from other members of the Bar.

- Legal Services to Coop-Condo Associations
  Legal services may be provided to Cooperatives and/or Condominiums ("Associations") to ensure housing stability. If Associations have problems in areas of legal entity status, required legal or financial filings, compliance issues, risk management concerns, board and member training, best legal practices, and collection of association fees (to name of few), such issues may threaten the member's housing stability, and the owners' (or members') investment in their properties. Selected applicants will provide legal services to Associations in low- and moderate-income census blocks to mitigate these concerns, to preserve housing stability of owners and to ensure well-functioning Associations and Boards.

B13: Technical Assistance for Coop and Condo Associations

The Department seeks one or more organizations to provide technical assistance to Associations. The situation many Associations may face is a need for training in best practices of Association management. Training in best practices and frequently encountered problem situations may be offered by the grantee not only to the Association Board but also to the owners in the Association. Association boards and their member owners frequently face issues of association fees not being paid, lack of income to fund reserves, special projects that would require a special assessment, and decisions of taking court action or being the defendant in a court action. These are just a few of the legal issues which may arise for the Association, in addition to the more routine matters of by-laws and required legal documents for the operation of the Association.

B14: Technical Assistance for Landlords of Small Rental Properties

Landlords of small rental properties face enormous challenges. They frequently lack the staff and the resources of large multi-family properties to deal with the many details of operations and asset management. Small unit properties cannot readily absorb mistakes or challenges.

In a ten-unit property, one vacancy is a 10% vacancy rate, while one unit in a 100-unit property is 1% vacancy rate. Yet, small unit properties are often the affordable renter properties. To preserve this housing stock as an affordable option, DHCD seeks grantees to provide Technical Support to Owners of Small Unit Properties (of 30 units or less).

Services can be provided through group training as well as through one-on-one counseling. Like many small business owners, owners can often benefit from a better understanding of accounting practices and financial statements (balance sheet, income statement, cash flow report). Knowledge of financing options is another common to many business owners. Topics such as these are particularly suitable to the needs of owners.

1. **Property Management Software**: Landlords often need help selecting and implementing property management software to track rent payments, maintenance requests, tenant information, and other critical operational data.

2. **Legal Compliance**: Guidance on navigating complex local, state, and federal housing laws and regulations related to fair housing, security deposits, evictions, and other landlord-tenant issues.

3. **Financial Management**: Guidance with accounting, tax preparation, and financial planning specific to rental property ownership and operations.

4. **Maintenance and Repairs**: Access to vetted contractors, tradespeople, and service providers to handle property maintenance, repairs, and upgrades in a timely and cost-effective manner.

5. **Tenant Screening and Selection**: Guidance and best practices with tenant screening processes, background checks, and selecting responsible renters to minimize vacancies and evictions.

6. **Marketing and Leasing**: Help with listing vacant units, advertising, showing properties, and executing leases to keep units occupied.

7. **Emergency Response**: Guidance on developing emergency plans and protocols to address unexpected events like natural disasters, property damage, or tenant issues.

8. **Asset Management Issues**: The ratios and metrics of asset management for multi-family properties provide a helpful guide to best practices. For example: Many landlords are unaware of the effect that certain metrics have in their properties. Slow "Make-Ready" times, refers to the length of time it takes to prepare an apartment to be shown to prospective tenants. Similarly, "turn time" refers to the times it takes to find a renter and receive the first month's rent. Slow turn times are also a drain on resources. When there are slow "make ready" and slow "turn times" the combined effect can be detrimental for the property's future. High turn-over rates among renters is another draw on the income. Other issues and topics include: What to do when you have a tenant who is not paying rent? What are the alternatives to eviction? How do the Court work? Are there pre-eviction resources? What legal services are available to the owner?

CATEGORY C: TENANTS AND TENANT GROUPS: SERVICES RELATIVE TO Tenants Opportunity to Purchase Act, Rental Conversion and Sale Division, and Rental Accommodations Division

The DC Tenants Opportunity to Purchase Act (TOPA) seeks to protect tenants and tenant groups from displacement due to sale of the property. The law allows tenants to purchase their apartment building. Tenants have the choice of maintaining the apartments for rent or converting to cooperatives or condominiums. DHCD seeks to preserve affordable housing in the District and limit displacement of low- and moderate-income households. For groups that choose coop or condo conversion, this provides a path to homeownership.

DHCD provides both financial assistance and technical assistance, as well as specialized organizational and development services, for tenant groups who are pursuing the purchase of their apartment buildings. Through DHCD's Development Finance Division, organized tenant associations may be provided with seed money, earnest money deposits, and acquisition and/or rehabilitation assistance. After acquisition and rehabilitation, DHCD also provides ongoing Board training and property management support to the newly formed cooperative or condominium Boards.

C15: TOPA: Pre-purchase Training

DHCD seeks one or more organizations which will provide pre-acquisition organizational and developmental counseling and training to tenant groups or tenant associations in support of their intent to purchase their building. These tenant groups must be preliminarily qualified as eligible for DHCD's Tenant Purchase Technical Assistance program. Grantees must provide the following services to tenant groups:

a) establishment of a tenant association.
b) selection and appropriate training of Board members.
c) training of captains (court, building and floor).
d) training in roles and functions of committee members; (5) training tenant groups in detail about the building purchase process.
e) training tenant associations in property management techniques.
f) provide training to the tenant association on each type of ownership; and conducting surveys of tenant associations to determine the appropriate form of ownership for their building (cooperative or condominium).

It is critical that Grantees in this service maintain an outreach to educate and inform low- and moderate-income tenants about their rights and opportunities provided by TOPA. Grantees are encouraged to make this a central aspects of their marketing plan, and to create

opportunities as well as avail themselves of opportunities to participate in educational outlets to reach tenants. Collaboration with other Grantees in this or similar service lines is encouraged. Grantees should participate in DHCD when and as those opportunities for outreach are available.

While training the tenant association, the grantee must be able to prepare and submit appropriate documentation required in the purchase process, including but not limited to tenant profiles and feasibility analyses, response to Notice of Sale of Building, preliminary development, acquisition, and rehabilitation plans, and operational plans.

The grantees must have skill and experience in negotiating the lease or purchase of the building. In addition, grantees must assist tenant groups in procurement related to the development, purchase, and rehabilitation process, including but not limited to attorneys, architects, engineers, financial and developmental consultants, private developers, appraisers, and property managers.

C16: TOPA: Post-Purchase Training

DHCD seeks one or more organizations which will provide ongoing post-acquisition counseling services which include property management and Board training for properties which have been purchased and/or rehabilitated with financial assistance from the DHCD Development Finance Division's First Right Purchase program. Generally, these are multi-family properties that have been purchased through limited equity cooperative agreements or condominium purchases. Therefore, non-profit Board training and development skill and/or experience, as well as multi-family property management skills are critical to providing effective counseling services. Services to be provided under this activity may include, but are not limited to:

a) establishing standards of evaluation for each participant's financial status and leadership capacity.
b) conducting annual management reviews of all Boards, oversee election and
c) training of new Board members.
d) assisting in the establishment of appropriate arrangements with required service providers such as exterminators, garbage collectors, landscapers, etc.
e) assisting in capital management planning and a stabilization plan for rehabilitation and/or refinancing.
f) tracking property vacancies and reviewing new applications for membership.
g) establishing and reviewing membership guidelines.
h) technical assistance in accounting, budgeting, and the preparation of financial statements for long-term financial viability.
i) providing Board of Directors with training as appropriate; and

j) other required management and support duties. Grantees will assist the condominium or cooperative in developing a budget for the overall management and carrying costs of the property.

Grantees will assist the Board and membership in all aspects of management, such as completion of the audit, Fair Housing issues, required individual, property, and Board insurance, taxes, the role of Board officers, evaluation of monthly financial performance, training on lender compliance, i.e. loan payments, income requirements. DHCD will likely negotiate assignment of specific properties to grantees for this service.

Legal Citations Governing Program Area in Category C:

Applicants to provide any service in Category C should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
Tenant Purchase Technical Assistance Program DC Code 42-3404.02
Rental Housing Conversion and Sale Act of 1980, as amended (DC Code 42-3401.01 et. seq.) (Also known as the Tenant Opportunity to Purchase Act or "TOPA")

C17: Services for Tenants and Tenant Organizations
(in partnership with Housing Regulation Administration, Rental Accommodation Division, Rental Conversion and Sale Division).

Activities under this service will supplement and enhance the services provided by DHCD's Housing Regulation Administration (HRA), which includes the Rental Accommodations Division (RAD) and the Rental Conversion and Sale Division (CASD).

RAD administers the Rental Housing Act of 1985 (D.C. Official Code § 42-3501.01 et seq.) which regulates residential rental housing registration and the rent stabilization program (commonly known as rent control). RAD oversees rent adjustment procedures, processes notices to vacate, reviews tenant petitions prior to adjudication by the Office of Administrative Hearings and adjudicates most types of landlord petitions. RAD also proposes rules and regulations for administration of the Rental Housing Act for review and publication by the Rental Housing Commission.

CASD administers the Rental Housing Conversion and Sale Act of 1980 (D.C. Official Code § 42- 3401.01 et seq.) which regulates the sale or transfer of ownership interests under the

Tenant Opportunity to Purchase Act of 1980 (TOPA) (D.C. Official Code § 42-3401.01 et seq.), the conversion of use of rental housing to condominium or cooperative ownership and residential condominium formation and registration under the Condominium Act of 1976 (D.C. Official Code § 42-1901.01 et seq.). Further, CASD administers a Housing Assistance Payment program (HAP), under which tenants may be eligible for rent assistance if they are displaced due to the conversion of use of their apartment building to condominium or cooperative ownership.

CASD also proposes rules and regulations for administration of the Rental Housing Conversion and Sale Act of 1980.

DHCD seeks one or more organizations which will support RAD and CASD operations by providing counseling and tenant education services to tenants and tenant groups. Grantees must provide counseling and training assistance to tenants and tenant organizations regarding the District's rental housing laws and tenant and landlord rights and responsibilities.

For CASD, grantee organizations must provide counseling and training concerning: (1) tenants' TOPA rights when a landlord intends to sell, demolish, or discontinue rental housing use; (2) transfers of rental housing ownership or economic interests; (3) assisting tenants or tenant organizations in exercising their right to purchase; (4) informing tenants or tenant organizations relating to partner-investors and assigning TOPA rights; (5) conversion of use from rental housing to condominium or cooperative ownership by tenant elections, or conversion in lieu of tenant elections; (6) the Housing Assistance Payment program and relocation assistance; (7) tenant organization formation, incorporation, and registration; (8) protections for elderly or disabled tenants; (9) coercive or retaliatory activities; (10) tenant rights when rental housing is in foreclosure; (11) notices of intent to convert use from rental housing to condominium or cooperative ownership; and (12) relocation counseling for displaced tenants.

For RAD, service providers must demonstrate the ability to counsel and train tenants and tenant organizations on rent control provisions including properties that are regulated by or exempted/excluded from rent stabilization under the Rental Housing Act:

1) petition- based and annual rent increases.
2) executing and filing tenant petitions.
3) responding to landlord petitions.
4) protections for elderly and disabled tenants.
5) RAD's conciliation services.
6) notices to vacate and eviction procedures.
7) disclosures to tenants.
8) changes and decreases in services and facilities.

9) learning about and securing enforcement of housing condition regulations.
10) security deposits.
11) understanding lease provisions.
12) rent increases if a property is not under rent control.
13) appealing decisions of the Rent Administrator or the Office of Administrative Hearings; and
14) relocation counseling for displaced tenants. Note: Advocacy on behalf of tenant groups, or tenant rights assignees– including, but not limited to, legal advice or advocacy on tenants or tenant organizations' behalf in negotiations with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators, and not as advocacy groups. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns, or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a grantee is to ensure that tenants understand all available options.

Direct Counseling to Tenants and Tenant Groups: tenant counseling services will be designed to educate tenants in privately-owned properties about their legal rights and opportunities. This service is to be provided to tenants and tenant groups which are not subject to foreclosure and have not selected to exercise their Opportunity to Purchase Rights and/or Right of First Refusal under TOPA. It also includes providing other services and tenant education, which may not fall into the categories of services outlined above, such as eviction counseling, relocation counseling, apartment search, or apartment management.

DHCD seeks one or more organizations with the capacity to bring a range of resources to prevent involuntary displacement and to provide opportunities for continued affordable rental housing. Grantees must provide counseling services to tenants and tenant groups which include, but are not limited to: (1) outreach to tenant groups upon notice of one-year potential for subsidy expiration; (2) technical assistance in negotiations between owners and HUD relative to the renewal of federal subsidy contracts; (3) counseling for tenants in buildings where the subsidy will be lost and the tenant(s) must move; (4) counseling for tenants who are behind in their rent on best-action options; and (5) appropriately referring tenants who are in landlord/tenant disputes to all available resources. Grantees must also conduct research using the many databases and research tools available to identify properties that have a critical need for counseling assistance, including but not limited to DCHousingsearch.org. Note: Advocacy on behalf of tenant groups or tenants' rights assignee –including, but not limited to, legal advice or advocacy on tenants or tenant organizations behalf in negotiations

with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators and not as tenant advocates. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a prospective grantee is to ensure that tenants understand all available options.

Additional Legal Citations Governing Programs in Category C.

Applicants to provide any service in this Category and should review in detail the legal citations governing DHCD's rental accommodation functions:
(1) the Rental Housing Act of 1985, D.C. Official Code § 42-3501 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapters 38-44.
(2) the Rental Housing Conversion and Sale Act of 1980, D.C. Official Code § 42-3401 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapter 47.
(3) the Condominium Act of 1976, D.C.

Official Code § 42-1901 et seq.; (4) D.C. Official Code § 42-1901 et seq.; (5) the First Right to Purchase Program, title 14 of the District of Columbia Municipal Regulation, chapter 2700; and (6) Housing Conditions, Title 14 of the District of Columbia Municipal Regulations, Chapters 1-15. Submission of an application relevant to these services presumes that the applicant intends to meet all requirements to provide counseling to tenants and tenant groups pursuant to these above referenced citations.

3.3 Geographic Distribution of Services

The Department's decision to select one or more grantees to provide services will be influenced by the potential geographical distribution of service among the qualified applications received. Applicants can designate their proposed service areas in the District based on their by-laws, Board policies, etc. However, the Department reserves the right to designate any service areas it deems appropriate or necessary in making awards and negotiating grant terms. In reviewing the applicant pool, the Department's priority will be to ensure that excellent affordable housing counseling and training services are provided to all low- and moderate-income citizens of the District of Columbia. The Department will seek to bring parity in the quality of all housing services provided for all areas of the District through the award and ongoing management of these grants.

3.4 Marketing and Outreach

Marketing Plan to be submitted: Marketing and outreach are critical aspects of the grant's work. Grantees' efforts ensure these programs and services' success and desired impact. No Grantee or service is exempt from this requirement. Applicants must submit a detailed marketing and outreach plan for the services they are applying for. The plan should be detailed and not assume an understanding that has not been stated. Marketing should be included in the proposed budget and work plan.

DHCD will review and approve the marketing plan. In accordance with agency policy, marketing activities should highlight partnerships with and funding by DHCD.

Aspects of Marketing and Outreach to be considered:

- Continuous and consistent marketing and outreach are essential to achieving these services' objectives and maximizing public awareness of DHCD housing programs.
- Because of DHCD's diverse target population, grantees must utilize various marketing tools.
- Grantees are responsible for distributing DHCD program materials at community forums, public events, homeownership meetings, and fairs. Marketing and outreach may include but are not limited to, websites, email blasts, blogs, listservs, Twitter, Facebook, YouTube, Hope Hotline, flyers, door-to-door visits, community meetings, use of cable television (Channel 16), and public service announcements.

Coordinated with the Department: The grantee's marketing and outreach must be coordinated with DHCD. Grantees are expected to continually assess the success and impact of their marketing efforts to identify the most effective and efficient ways of reaching low– and moderate-income populations.

Participation in Department Marketing Activities: As required by DHCD, Grantees must participate in public activities and events related to housing opportunities. These may include but are not limited to tabling at events, participating in panel discussions, and providing speakers to groups, agencies, or organizations that request them.

DHCD Acknowledgement: Grantees must always acknowledge such housing assistance activities as Department of Housing and Community Development programs in any distributed print or electronic materials. DHCD must approve all such materials before distribution.

Use of DHCD Logo: All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or entirely, by the Department.

1. The written or printed materials must include the authorized DHCD logo.
2. Written or printed materials include, but are not limited to, newspaper, radio, and television announcements or advertisements. Websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.

4. The grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to the Grantee.
5. The grantee must provide copies of all marketing materials, brochures, flyers, and other materials that publicize grant-funded activities to the Grantor via email at dhcd.occo@dc.gov
6. The grantee shall publicize as appropriate to its constituency through social media, print, and online postings, DHCD communications, and events related to Grant-supported activities.

Diversity and Language Access in Marketing: Grantees must demonstrate the capability to effectively serve and communicate with the District's various non-English speaking and special needs populations. This means that marketing and outreach materials must be made available in multiple languages and media based on the needs of those populations. The grantee must demonstrate its intent and capability to comply with the District's Language Access Law. In addition, grantees must demonstrate the availability of appropriate staffing to ensure compliance with the District's Language Access Law.

3.5 Focus Areas and Neighborhood Revitalization Strategy Areas (NRSA)

DHCD has identified specific areas of the District as "Focus Areas." These Areas represent areas where the District has invested in funding to create and preserve affordable housing. Focus Areas follow main routes through the District and their associated neighborhoods. In many cases, business owners are centered on these major routes, while resident services will be seen as more appropriate for those in the communities. Applicants must ensure services are delivered to low- and moderate-income households or areas as part of their program (Housing Services, Small Business Technical Assistance, Façade Improvement). This is a CDBG requirement.

- For Housing Counseling applicants, these Focus Areas should be used to plan outreach activities to inform residents of their services.
- For SBTA and Façade grantees, the Focus Areas define the geographical areas of the District in which they will provide services. In this latter case, the Focus Areas define not only their outreach area but also their service area.

NRSAs Targeting East of the River

The Department obtained the HUD designation for the Neighborhood Revitalization Strategy Area (NRSA) for the Focus Areas in Wards 7 and 8. DHCD has designated areas of Historic Anacostia in the city's Southeast and Far Northeast communities as Neighborhood Revitalization Strategy Areas (NRSAs). This designation will allow the city to target Community Development Block Grant (CDBG) funding that supports economic and community revitalization efforts. These include Martin Luther King Jr Avenue, Marion Barry Avenue, Minnesota Avenue, and Benning Road. However, all areas of Ward 7 and Ward 8 remain the focus of the grantee's work and outreach.

For communities outside of the NRSA areas, DHCD has designated Focus Areas throughout the District. Applicants are encouraged to partner with other community-based organizations. This collaboration can include cross-disciplinary collaboration. For example, a Façade grantee may partner with an SBTA grantee to provide business owners various services encompassing both disciplines. Housing service grantees may partner to promote or provide services one grantee offers, but another may not. The key to collaboration is an outlook of being partners, not competitors.

The following is a list of the Focus Areas and some of their associated neighborhoods. The outreach plans can include other nearby neighborhoods, mindful of the low-income requirements. Each applicant is asked to select one or more Focus Areas for their application. Please note that this is a minimum, and applicants may choose more than three. Applicants will be asked to provide reporting on outreach activities.

The following is a list of the Focus Areas outreach plans, mindful of the low and income requirements.

Focus Areas/Neighborhoods

- **16th St NW Corridor** near the intersection with Havard St NW (Columbia Heights) in Ward 1
- **Georgia Ave and New Hampshire Ave NW Corridor** (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- **Rhode Island Ave and South Dakota Ave NE Corridor** (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 4 and Ward 5
- **M Street and South Capitol Streets SW Corridor** (Greenleaf and Waterfront) in Ward 6
- **Benning Road and Florida Ave NE Corridor** (NoMa/Ivy City/Trinidad) in Ward 5 and Ward 6
- **Minnesota Ave and Benning Rd NE Corridor** (Benning, Greenway) in Ward 7
- **Pennsylvania Ave and Minnesota Aves SE Corridor** (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- **East Capitol and Benning Rd Corridor** (Capitol View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- **Marion Barry Ave and Martin Luther King Aves SE Corridor** (Historic Anacostia, Fairlawn, Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- **Marion Barry Ave and Alabama Aves Corridor** (Skyland, Woodland, Garfield Heights) in Ward 8
- **Martin Luther King Ave and Alabama Ave Corridor** (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- **South Capital St and Chesapeake St SE Corridor** (Bellevue, Washington Highlands) in Ward 8

FY25 Housing Counseling Services Workplan

Organization Name:
Grant Number:

Performance Period: 2/1/2025 to 09/30/2025

RFA Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	NRSA Ward 7 & 8 All Services	Total
A1	HUD Housing Counseling	30	Number of First Time Homebuyers Purchasing Homes	Public Service or NRSA	$46,000.00	$140,784.44	$0.00	$186,784.44
A1		500	Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		700	Number of 1:1 Counseling Sessions (Budget & Credit)					
A1		300	Number of unduplicated households					
A1		400	Number of 1:1 Homebuyer Counseling Sessions					
A1		200	Number of unduplicated households					
A2	8-Hour Homebuyer Class	8	Number of 8-hour Homebuyer Educations Classes	Public Service or NRSA	$45,000.00	$0.00	$0.00	$45,000.00
A2		250	Number of Attendees of 8-hour Homebuyer Classes					
A2		250	Number of DHCD Certificates Issued					
A3	HPAP (EAHP/NEAHP)	40	Number of HPAP Pre Purchase Orientations conducted	Non-Public Service or NRSA	$56,000.00	$115,000.00	$0.00	$171,000.00
A3	(NPS ONLY)	500	Number of Attendees at HPAP Orientations					
A3		50	Number of Files submitted to HPAP Administrators					
A3		150	Number of 1:1 HPAP Counseling Sessions					
A3		50	Number of unduplicated households					
A4	IZ/ADU Orientations	40	Number of IZ Orientations Conducted	Public Service or NRSA	$60,810.56	$0.00	$0.00	$60,810.56
A4		800	Number of Attendees at IZ Orientations					
A4		800	Number of DHCD Certificates issued					
A5	IZ/ADU Income Certifications	600	Number of IZ/ADU Income Cetifications completed	Public Service or NRSA	$415,000.00	$0.00	$0.00	$415,000.00
A6	PADD	6	Number of PADD group training/coaching	Public Service or NRSA	$29,000.00	$0.00	$0.00	$29,000.00
A6		45	Number of Attendees at PADD group training					
A6		0	Number of 1:1 PADD sessions (if applicable)					
A6		5	Number of unduplicated households receiving 1:1 PADD sessions					
A6		5	Number of PADD Income Certifications					
A7	General Housing Services & Information (Group Training)	8	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)	Public Service or NRSA	$24,000.00	$0.00	$65,000.00	$89,000.00
A7		70	Number of Attendees at Financial Literacy Trainings					
A7		0	Number of Homebuyer Clubs Meetings					
A7		0	Total of Attendees at Homebuer Club Meetings					
A7		0	Number of group trainings or workshops not reported in other categories					
A7		0	Number of Attendes at group trainings or workshops not reported in other categories					
B10	Eviction Counseling	35	Number of Eviction workshops	Public Service or NRSA	$46,000.00	$59,405.00	$70,000.00	$175,405.00
B10		200	Number of Attendees at Eviction workshops					
B10		270	1:1 Eviction Counseling					
B10		90	Unduplciated households 1:1 Eviction Counseling					
B10		40	Number referred to Attorney(s) for Legal Services					
B10		0	Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)					
B10		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)					
B10		50	Number Evictions Prevented					
B11	SFRR	8	Number of SFRRP Orientations conducted (required)	Public Service or NRSA	$25,000.00		$15,000.00	$40,000.00
B11		12	Number of 1:1 Intake sessions					
B11		12	Number of unduplicated households					
B11		6	Number of complete applications submitted in SFRRP Portal					
B12	Legal Services for Seniors, Coops and Condos	0	Senior households receiving legal services	Public Service or NRSA				$0.00
B12	(Law Firm Subrecepients Only)	0	Coop Associations receiving legal services					
B12		0	Condo Associations receiving legal services					
B12		0	Number of Pro Bono Legal Services Recruited and Retained					
B12		0	Number of Trainings for Law Firms (Trainings)					
B12		0	Number of Attendees at trainings for Law Firms (Attendees)					
B12		0	Number of new partnerships initiated					
B12		0	Total Number of Trainings to and work with Pro Bono Provided					
B12		0	Number of outreach presentations conducted					
B12		0	Number of outreach activities conducted					
B12		0	Number of Senior Households that received Legal Counsel or Consultation					
B12		0	Number of Senior households that received Legal Representation					
B12		0	# of clients helped with Schedule H					
B12		0	# of clients helped with life planning docs					
B12		0	# pro bono attorneys engaged in housing-related matters					
B12		0	# veterans receiving legal counsel/advice					
B13	Technical Assistance for Co-Ops and Condo Associations	10	Number of Co-Op Associations receiving Technical Assistance					
B13	Coops	6	Number of Action Plans written for Co-Op Associations					
B13	Coops	8	Number of Successful Outcomes for Co-Op Associations					

B13	Coops	8	Number of Asset Management Improvement Services Provided for Co-Op					
B13	Coops	0	Number of Asset Management Tactical Support Services Provided to Co-Op					
B13	Coops	10	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Legal Assistant Services provided to Distressed Co-Op Associations					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	10	Number of Organization Sustainability Tactical Support Services Provided to Co-Ops					
B13	Coops	5	Number of Ownership Educations Sessions provided to different ownership models including shared equity					
B13	Coops	0	Number of Relocation Plans completed and accepted for Co-Ops					
B13	Coops	6	Numbers of Trainings on Board Operations Governance & Management to Co-ops					
B13	Coops	20	Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management					
B13	Coops	0	Number of written Asset Management & Sustainability Plans for Co-Ops					
B13	Condos	10	Number of Condo Associations receiving Technical Assistance	Public Service or NRSA	$25,000.00		$45,000.00	$70,000.00
B13	Condos	6	Number of Action Plans written for Condo Associations					
B13	Condos	10	Number of Successful Outcomes for Condo Associations					
B13	Condos	6	Number of Asset Management Improvement Services Provided for Condo					
B13	Condos	0	Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo					
B13	Condos	10	Number of Asset Management Tactical Support Services Provided to Condo					
B13	Condos	0	Number of Legal Assistant Services provided to Distressed Condo Associations					
B13	Condos	0	Number of Consultative Services Provided to Condo Associations and Clients					
B13	Condos	10	Number of Organization Sustainability Tactical Support Services Provided to Condo Associations					
B13	Condos	5	Number of Relocation Plans completed and accepted for Condo Associations					
B13	Condos	0	Numbers of Trainings on Board Operations Governance & Management to condo associations					
B13	Condos	10	Number of written Asset Management & Sustainability Plans for Condo Associations					
B13	Coops and Condos	6	Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed					
B13	Coops and Condos	0	Number of Associations (Coops and Condos) referred to private/ nonprofit Law Firm					
B13	Coops and Condos	0	Number of Trainings on Development including Relocation and Construction Management					
B14	Technical Assistance for Small Apartment Owners (25 units and less)	0	Number of Inquiries Received					
B14		0	Number of Owners/Managers receiving Services	Public Service or NRSA				$0.00
B14		0	Number of Action Plans Written					
B14		0	Number of Action Plans Implemented/Completed					
B14		0	Number of Owners/Managers needing Asset Management Guidance					
B8	General Home Management (Post Purchase Non-Delinquent)	0	Number of Homeownership Preservation Workshops					
B8		0	Number of Attendees at Homeownership Preservation Workshops					
B8		0	Number of Post-Purchase Workshops (not including Homeownership Preservation)	Public Service or NRSA	$22,000.00		$28,000.00	$50,000.00
B8		0	Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)					
B8		40	Number of 1:1 Post-Purchase Counseling Sessions					
B8		10	Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions					
B9	Foreclosure Counseling	4	Number of Foreclosure Workshops					
B9		6	Number of Attendees at Foreclsoure Workshops					
B9		1700	Number of 1:1 Foreclosure Counseling Sessions					
B9		400	Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions	Public Service or NRSA	$12,000.00			$12,000.00
B9		0	Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)					
B9		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)					
B9		50	Number referred to Attorney(s) for Legal Services					
B9		300	Number of Foreclosures Prevented					
C15	TOPA Pre-Purchase Counseling & Training	160	Number of TOPA Meetings with Tenant Association					
C15		1700	Number of Attendees at TOPA Meetings	Public Service or NRSA	$105,000.00		$267,000.00	$372,000.00
C15		40	Number of TOPA Training Workshops to Tenants					
C15		200	Number of Attendees at TOPA Training Workshops					
C16	TOPA Post-Purchase Counseling & Training	25	Number of TOPA Post Purchase Training Workshops					
C16		300	Number of Attendees at TOPA Post Purchase Workshops					
C16		250	Number of unduplicated households	Public Service or NRSA	$30,000.00		$65,000.00	$95,000.00
C16		0	Number of one on one counseling sessions					
C16		0	Number of group training/coaching					
C17	Tenant Counseling for HRA - Rental Accomodation Division	0	Number of unduplicated households					
C17		0	Number of one on one counseling sessions	Public Service or NRSA	$58,000.00		$80,000.00	$138,000.00
C17		50	Number of group training/coaching					
C17		400	Number of Attendees at group training/coaching					
Marketing	MARKETING AND OUTREACH	12	Housing Fairs					
Marketing		10	Other Tabling Events					
Marketing		10000	Flyers Distributed					
Marketing		200	Social Media Posts (Facebook, LinkedIn, Instagram)	Public Service or NRSA	$26,000.00		$35,000.00	$61,000.00
Marketing		250000	Mailings					
Marketing		0	Paid Advertizing (display ads in print)					
Marketing			Other					

Marketing			Other					
	TOTALS	272543			$1,024,810.56	$315,189.44	$670,000.00	$2,010,000.00

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit B Budget

- Schedules A (3-1) and A (3-2) for the First Performance Period

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	2/1/2025 - 9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	COMMUNITY BASED
WARD (if applicable):	
TYPE OF ACTIVITY:	Housing Counseling

Instructions: *Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$1,695,698.00	$0.00	$1,695,698.00
Consultants	$7,471.00	$0.00	$7,471.00
Space	$132,761.00	$0.00	$132,761.00
Utilities	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Training	$1,500.00	$0.00	$1,500.00
IT Services & Support	$0.00	$0.00	$0.00
Travel	$3,000.00	$0.00	$3,000.00
Equipment	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$1,840,430.00	$0.00	$1,840,430.00
Total Indirect Costs (De Minimis Cost Rate 10%)	$169,570.00	$0.00	$169,570.00
Total Costs	$2,010,000.00	$0.00	$2,010,000.00

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)

NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 - 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
Personnel Subtotals		$3,558,000.00				$1,413,082.00

Fringe Benefits (Max 20%)	$282,616.00
Total NBAP Grant Personnel Costs	$1,695,698.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	2/1/2025 - 9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	PUBLIC SERVICES
WARD (if applicable):	
c	Housing Counseling

Instructions: *Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$858,602.00	$0.00	$858,602.00
Consultants	$7,471.00	$0.00	$7,471.00
Space	$68,377.56	$0.00	$68,377.56
Utilities	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Training	$1,500.00	$0.00	$1,500.00
IT Services & Support	$0.00	$0.00	$0.00
Travel	$3,000.00	$0.00	$3,000.00
Equipment	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$938,950.56	$0.00	$938,950.56
Total Indirect Costs (De Minimis Cost Rate 10%)	$85,860.00	$0.00	$85,860.00
Total Costs	$1,024,810.56	$0.00	$1,024,810.56

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 - 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
Personnel Subtotals		$3,558,000.00				$715,502.00

Fringe Benefits (Max 20%)	$143,100.00
Total NBAP Grant Personnel Costs	$858,602.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	2/1/2025 - 9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	NON PUBLIC SERVICES
WARD (if applicable):	
TYPE OF ACTIVITY:	Housing Counseling

Instructions: *Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$268,336.00	$0.00	$268,336.00
Consultants	$0.00	$0.00	$0.00
Space	$20,019.44	$0.00	$20,019.44
Utilities	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Training	$0.00	$0.00	$0.00
IT Services & Support	$0.00	$0.00	$0.00
Travel	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$288,355.44	$0.00	$288,355.44
Total Indirect Costs (De Minimis Cost Rate 10%)	$26,834.00	$0.00	$26,834.00
Total Costs	$315,189.44	$0.00	$315,189.44

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 - 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
Personnel Subtotals		$3,558,000.00				$223,613.00

Fringe Benefits (Max 20%)	$44,723.00
Total NBAP Grant Personnel Costs	$268,336.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	2/1/2025 - 9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	NRSA WARD 7-8
WARD (if applicable):	7, 8
TYPE OF ACTIVITY:	Housing Counseling

Instructions: *Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$568,760.00	$0.00	$568,760.00
Consultants	$0.00	$0.00	$0.00
Space	$44,364.00	$0.00	$44,364.00
Utilities	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Training	$0.00	$0.00	$0.00
IT Services & Support	$0.00	$0.00	$0.00
Travel	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$613,124.00	$0.00	$613,124.00
Total Indirect Costs (De Minimis Cost Rate 10%)	$56,876.00	$0.00	$56,876.00
Total Costs	$670,000.00	$0.00	$670,000.00

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 - 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
Personnel Subtotals		$3,558,000.00				$473,967.00

Fringe Benefits (Max 20%)	$94,793.00
Total NBAP Grant Personnel Costs	$568,760.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

Exhibit C Required Reporting

- Monthly Performance Report
- Monthly Report of Group Trainings
- Monthly Report on Outreach and Marketing Activities
- Monthly Reporting of Special Activities
- Monthly Reporting of changes in personnel relative to grant work and payroll
- Quarterly Beneficiary Data
- Quarterly Language Access Report
- Quarterly Data Report

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Welcome, William Winston
Not William Winston?

HELP RESOURCES FULL SCREEN LOGOUT
A▲▼

DC Department of Housing and Community Development

Deadline 00/00/0000

FY25 RFA: Housing Services

SHOW PROGRAM OVERVIEW | SHOW PROGRAM REQUIREMENTS | SHOW RFA SECTION 3.2 - HOUSING SERVICES: DESCRIPTION OF HOUSING PROGRAMS AND SERVICES | SHOW LIBRARY | HIDE ZOOMGRANTS HELP | SHOW ANNOUNCEMENTS 1

ZoomGrants Help [hide this]

Creating a New Application to Submit
The 'Saving' screen is still flashing...now what?
Missed Deadline FAQs
Invite Collaborators to Work on Application

Applicant View

Application Status: Not Submitted

Basic Information | Part I and II-Application Narrative Questions | Budget | Organizational and Financial Capacity | Required Attachments | Activity Log

Report: **OVERDUE** | Report Totals

Ask a Report Question

(answers are saved automatically when you move to another field)

Instructions Show/Hide

As in the past, Performance Reporting is divided into three sections:

- **Workplan Metrics** (numbers only),
- **Accomplishment Narrative** (Text Boxes), and
- **Various uploads** (spreadsheets usually).

This data is extremely important. Reports can affect performance goals and funding. Your reports are used to report to the City Administrator, the Mayor (including DMPED) and to the District Council and its Committee on Housing. Where uploads are required, **use excel files or Word files.** This will allow your information to be uploaded into the database and reported to District leaders.

For **Workplan Metrics,** use only numbers or leave it blank**. Letters such as N/A are to be avoided.** This will make your report impossible to be uploaded in the DHCD database and will require your corrections. Only numbers zero (0) and above can be used. If a metric is left blank, it will be treated as a zero.

In the **Accomplishment Narrative**, text boxes are provided to provide statements of activities or the information requested. In the first Report, please answer Question 22 (Points of Contact) with all points of contact for the areas mentioned. Thereafter in subsequent months, if there are no changes, it is okay to say, "No Changes". The same is true for Question 21 (staffing). Please answer Question 23 (Success Stories), Question 24 (Good News), Question 25 (Other DC agencies and initiatives). Question 26 is important. Remember the RFA asked applicants to align outreach to the Focus Areas mentioned on pages 33 and 34 of the RFA. Mentioning specific Focus Areas in the narrative for Q26 is helpful.

The **Document Upload** section is where excel spreadsheets (usually, sometimes Word Documents) are uploaded. **PDFs cannot be uploaded into database.** [The District of Columbia is fortunate to have many DC Based Programs such as HPAP, IZ/ADU, PADD, SFRRP, TOPA, HRA/RAD related activities, as well as direct services to tenants and tenant groups, and services to Condo/Coop Associations. DHCD staff need monthly reporting in order to better do their work and respond to the needs of DC citizens. These reports are shared directly with the appropriate program manager.]

There three areas of your activities will be reported on a monthly basis to help us meet our HUD and DC Government requirements and the needs of DC residents.

Reporting for Fiscal Year 2025 will begin with Report # 1. The end of Government's fiscal year (9/30/2025) will conclude with Report # 10 and the close-out of FY25 Purchase Orders. The complete schedule is below for the monthly report.

Other Reporting: Beneficiary Data and Language Access

Other reports are also required. These include **Beneficiary Report** and **Language Access Report.** These two reports are required on a quarterly basis. These reports will not be answered within ZoomGrants. The Office of Program Monitoring will provide the spreadsheets to use for these quarterly reports. Please see your Grant Agreement for additional information about the monthly and quarterly reports. Please note, the Beneficiary Report corresponds to the sources and uses of your Grant Agreement. A separate Beneficiary Report is needed for each type of funding awarded: Public Service (PS), Non-Public Service (NPS) and NRSA Wards 7 & 8 PS and NPS.

These quarterly reports will be due:

Oct/Nov/Dec 2/24/2025

Jan/Feb/March 4/10/2025

April/May/June 7/10/2025

July/August/Sept 10/10/2025

Please note we cannot extend these deadlines since they are HUD's deadlines and not in our control. Please submit your report on schedule.

Please remember HUD views reporting and reimbursement requests as inseparable and therefore to be coordinated at the same time. Please avoid not filing on the deadline.

Monthly Reporting on Performance and Accomplishments

Report Number Period Covers Due Date

Report Number	Period Covers	Due Date	Notes
Report 1	FY25 Q1 (Oct/Nov/Dec)	03/03/2025	
Report 2	January	03/03/2025	
Report 3	February	03/10/2025	
Report 4	March	04/10/2025	
Report 5	April	05/10/2025	
Report 6	May	06/10/2025	
Report 7	June	07/10/2025	
Report 8	July	08/10/2025	
Report 9	August	09/10/2025	
Report 10	September	10/10/2025	

In ZoomGrants reporting, there are data questions. Please enter only a whole number. If a particular question doesn't apply to your statement of work and workplan, please enter zero. The narrative questions also require a response. If there is nothing to report in the narrative, please enter a statement such as "No changes" or "Not applicable".

Report 1: 3/3/2025

This report is OVERDUE. Submit Report 1

Agency

This is a branching question. The system will remove questions that do not apply to you based on your answer to Question #1.

Please disregard the number sequencing.

1. Identify Your Agency Name

This is a branching question. Only the questions that apply to your agency will appear.

- ○ CARECEN-Central American Resource Center
- ○ Centro de Apoyo Familar

- ○ Greater Washington Urban League, Inc.
- ○ Housing Counseling Services
- ○ Latino Economic Development Corporation of Washington DC
- ○ Legal Counsel for the Elderly
- ○ Lydia's House in Southeast, Inc.
- ○ Manna, Inc.
- ○ Marshall Heights Community Development Organization, Inc.
- ○ Mi Casa
- ○ Neighborhood Legal Services Program of the District of Columbia
- ○ University Legal Services

Workplan Accomplishment Metrics

2. A1: HUD Housing Counseling

Ignore the auto-total number.

Number of First Time Homebuyers Purchasing Homes

Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)

Number of 1:1 Counseling Sessions (Budget & Credit)

Number of unduplicated households

Number of 1:1 Homebuyer Counseling Sessions

Number of unduplicated households

3. A2: 8-Hour Homebuyer Class

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of 8-hour Homebuyer Educations Classes

Number of Attendees of 8-hour Homebuyer Classes

Number of DHCD Certificates issued

4. A3: HPAP (EAHP/NEAHP)

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of HPAP Pre Purchase Orientations conducted

Number of Attendees at HPAP Orientations

Number of Files submitted to HPAP Administrators

Number of 1:1 HPAP Counseling Sessions

Number of unduplicated households

5. A4: IZ/ADU Orientations

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of IZ Orientations Conducted

Number of Attendees at IZ Orientations

Number of DHCD Certificates issued

6. A5: IZ/ADU Income Certifications

Ignore the auto-total number.

Number of IZ/ADU Income Cetifications completed

7. A6: PADD

Ignore the auto-total number.

Number of PADD group training/coaching

Number of Attendees at PADD group training

Number of 1:1 PADD sessions (if applicable)

Number of unduplicated households receiving 1:1 PADD sessions

Number of PADD Income Certifications

8. A7: General Housing Services & Information (Group Training)

Ignore the auto-total number.

Number of Financial Literacy Trainings (including but not limited to credit & budgeting)

Number of Attendees at Financial Literacy Trainings

Number of Homebuyer Clubs Meetings

Total of Attendees at Homebuer Club Meetings

Number of group trainings or workshops not reported in other categories

Number of Attendes at group trainings or workshops not reported in other categories

9. B8: General Home Management (Post Purchase Non-Delinquent)

Ignore the auto-total number.

Number of Homeownership Preservation Workshops

Number of Attendees at Homeownership Preservation Workshops

Number of Post-Purchase Workshops (not including Homeownership Preservation)

Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)

Number of 1:1 Post-Purchase Counseling Sessions

Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions

10. B9: Foreclosure Counseling

Ignore the auto-total number.

Number of Foreclosure Workshops

Number of Attendees at Foreclsoure Workshops

Number of 1:1 Foreclosure Counseling Sessions

Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number of Foreclsoures Prevented

11. B10: Eviction Counseling

Ignore the auto-total number.

Number of Eviction workshops

Number of Attendees at Eviction workshops

1:1 Eviction Counseling

Unduplciated households 1:1 Eviction Counseling

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number Evictions Prevented

12. B11: SFRR

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of SFRRP Orientations conducted (required)

Number of 1:1 Intake sessions

Number of unduplicated households

Number of complete applications submitted in SFRRP Portal

13. B12: Legal Services for Seniors, Coops and Condos

Ignore the auto-total number.

Senior households receiving legal services

Coop Associations receiving legal services

Condo Associations receiving legal services

Number of Training for Law Firms

Number of Attendees at law firm training

Number of outreach activities

Number of new partnerships initiated

Number of clients helped with Schedule H

Number of clients helped with life planning docs

Number pro bono attorneys engaged in housing-related matters

Number veterans receiving legal counsel/advice

14. B13: Technical Assistance for Coop

Ignore the auto-total number.

Number of Co-Op Associations receiving Technical Assistance

Number of Action Plans written for Co-Op Associations

Number of Successful Outcomes for Co-Op Associations

Number of Asset Management Improvement Services Provided for Co-Op

Number of Asset Management Tactical Support Services Provided to Co-Op

Number of Consultative Services Provided to Co-Op Associations and Clients

Number of Legal Assistant Services provided to Distressed Co-Op Associations

Number of Organization Sustainability Tactical Support Services Provided to Co-Ops

Number of Ownership Educations Sessions provided to different ownership models including shared equity

Number of Relocation Plans completed and accepted for Co-Ops

Numbers of Trainings on Board Operations Governance & Management to Co-ops

Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management

Number of written Asset Management & Sustainability Plans for Co-Ops

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Co-Op Associations

Number of Associations (Coops) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Co-Op Associations

15. B13: Technical Assistance for Condo Associations

Ignore the auto-total number.

Number of Condo Associations receiving Technical Assistance

Number of Action Plans written for Condo Associations

Number of Successful Outcomes for Condo Associations

Number of Asset Management Improvement Services Provided for Condo

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo

Number of Asset Management Tactical Support Services Provided to Condo

Number of Legal Assistant Services provided to Distressed Condo Associations

Number of Consultative Services Provided to Condo Associations and Clients

Number of Organization Sustainability Tactical Support Services Provided to Condo Associations

Number of Relocation Plans completed and accepted for Condo Associations

Numbers of Trainings on Board Operations Governance & Management to condo associations

Number of written Asset Management & Sustainability Plans for Condo Associations

Number of Associations (Condos) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Condo Associations

16. B14: Technical Assistance for Small Apartment Owners (25 units and less)

Ignore the auto-total number.

Number of Inquiries Received

Number of Owners/Managers receiving Services

Number of Action Plans Written

Number of Action Plans Implemented/Completed

Number of Owners/Managers needing Asset Management Guidance

17. C15: TOPA Pre-Purchase Counseling & Training

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Meetings with Tenant Association

Number of Attendees at TOPA Meetings

Number of TOPA Training Workshops to Tenants

Number of Attendees at TOPA Training Workshops

18. C16: TOPA Post-Purchase Counseling & Training

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Post Purchase Training Workshops

Number of Attendees at TOPA Post Purchase Workshops

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

19. C17: Tenant Counseling for HRA - Rental Accommodation Division

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

Number of Attendees at group training/coaching

20. Marketing & Outreach

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Housing Fairs

Other Tabling Events

Flyers Distributed

Social Media Posts (Facebook, LinkedIn, Instagram)

Mailings

Paid Advertising (display ads in print)

Other

Accomplishment Narrative

21. Staffing Information: Any changes (terminations or new hires) in staff members who are on the grant? Or in the Executive Leadership or Management Team? Number of HUD Certified Counselors (expressed as FTEs) on staff at the

end of this reporting period?

Maximum characters: 1000. You have 1000 characters left.

22. Who are the current Points of Contact and email for the following: 1) Executive Leader (NOTE: Executive leader is copied on all communication): 2) Grant/Fund Development: 3) Grant/Accounting: 4) Program Managers/Directors/Supervisors:

Maximum characters: 1000. You have 1000 characters left.

23. Please provide us with client success story/stories for this quarter by program. You may provide a link to an article that has been written for other purposes (newsletter, website, or newspaper article).
Redact (use a pseudonym) for any client name or other personal identifying information if you have not received a release.

Maximum characters: 3000. You have 3000 characters left.

24. Any good news to share? Any events and activities coming up? (e.g. obtained other grant funds to leverage DHCD grant, Open Houses, Presentations, Community Events, etc.)
Upload a calendar of upcoming program events (in-person or webinars).

Maximum characters: 3000. You have 3000 characters left.

25. Describe your organization's involvement in other projects or initiatives with other District agencies.

Maximum characters: 3000. You have 3000 characters left.

26. Describe your marketing and outreach during this period. What groups or areas did you market to, numbers, and in what way did you contact them (mail, event, email, personal, media, etc.)?

Maximum characters: 3000. You have 3000 characters left.

27. Describe any specific obstacles (if any) to your organization's program or service delivery during this period?

Maximum characters: 3000. You have 3000 characters left.

Documents Requested *	Required?	Uploaded Documents *	
ALL: Procurement Report, as applicable Download template: Procurement Report			Upload
ALL: Language Access for Outreach and Group Sessions Download template: Language Access for Outreach and Group Sessions	Required		Upload
ALL: Calendar of Next Quarter (3 months) of Orientations, Trainings, Workshops & 8-Hour Classes	Required		Upload
A-2 HBE 8-Hour Class Attendance Certificates Download template: A-2 HBE 8-Hour Class Attendance Certificates			Upload
A-3 Homebuyer Assistance Program Intake Download template: A-3 Homebuyer Assistance Program Intake			Upload
A-4 IZ Orientation Attendance Certificates Download template: A-4 IZ Orientation Attendance Certificates			Upload
B-11 SFRRP Intake Download template: B-11 SFRRP Intake			Upload
C-15 and C-16 TOPA Reporting Download template: C-15 and C-16 TOPA Reporting			Upload
C-17 Training for Tenants and Tenant Organizations Download template: C-17 Training for Tenants and Tenant Organizations			Upload

** ZoomGrants™ is not responsible for the content of uploaded documents.*

CDBG PUBLIC SERVICE* HOUSING COUNSELING (HC) PROGRAM

HEAD OF HOUSEHOLD DEMOGRAPHICS

IDIS Number	
Community Based Organization (CBO)	
National Objective/Matrix Code	
Project Analyst	
Proposed HOUSEHOLDS TO Serve	
Total HOUSEHOLDS Served	
Difference Used for CAPER Analysis	

Tip #1	Avoid Duplicative Reporting
Tip #2	Complete each cell; even if N/A (Not Applicable)
Tip #3	Do not complete Greyed-Out Cells
Tip #4	Based on HEAD of HOUSEHOLD
Tip # 5	Submit Quarterly
Tip #6	Public Service - HC that cannot show proof a home was purchased.
Tip # 7	OPM - Kelly Ann Morrow, DHCD Grant Management Officer, kelly-ann.morrow@dc.gov

HEAD OF HOUSEHOLD CHARACTERISTICS

Race/Ethnicity/Household Composition	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	ALL MUST MATCH: Total All Wards	ALL MUST MATCH: Total Tenants and Owners
White	0	0		0	0																					0	0	0
Black/African American	0	0		0	0																					0	0	0
Asian	0	0		0	0																					0	0	0
Native American/Alaskan Native				0	0																					0	0	0
Native Hawaiian/Other Pacific Islander				0	0																					0	0	0
Native American/Alaskan Native & White				0	0																					0	0	0
American Indian/Alaskan Native & White				0	0																					0	0	0
Asian & White				0	0																					0	0	0
Black/African American & White				0	0																					0	0	0
Native American/Alaskan Native & Black/African American				0	0																					0	0	0
Other Multi Racial				0	0																					0	0	0
Did Not Report				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Income Data (in accordance with HUD Part 5)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	ALL MUST MATCH: Total All Wards	ALL MUST MATCH: Total Tenants and Owners
Extremely Low 0-30 %	0			0	0																					0	0	0
Low 31%-50%	0			0	0																					0	0	0
Moderate 51%-80%	0			0	0																					0	0	0
Non-Low/Moderate 81% - 110%				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Additional Data (Does not apply to Single Family Residential Rehabilitation Program)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	ALL MUST MATCH: Total All Wards	ALL MUST MATCH: Total Tenants and Owners
With New or Continuing Access to Service or Benefit	0			0	0																					0	0	0
With Improved Access to Service or Benefit				0	0																					0	0	0
Received a Service or Benefit that is No Longer Substandard				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Language Access

The recent Executive Order of the President makes English the Official Language of the United States.

Grantees may translate forms, document, trainings into other languages as they deem appropriate for the benefit of clients.

Grantees may also make provision for clients to have access who are English Proficient/Non-English Proficient (LEP/NEP).

The Language Access line remains available to Grantees. OPM can provide the phone number.

Grantees are encouraged to report on a quarterly basis concerning language accommodation for clients.

Tracking includes:

- Language
- Use of interpreter, bi-lingual staff person or language access telephonic line
- Used on the group basis or individual and the number of each

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit D Method to determine Client Eligibility for Services

Method to determine Client Eligibility for Services:
By Household

DHCD will provide the spreadsheet to use for this Quarterly Report

If a grantee has two or three sources/uses of grant funds, a separate report is needed for each.

Sources/Uses includes

1. Public Services (PS),
2. Non-Public Services (NPS) and
3. NRSA Wards 7 & 8 PS & NPS.

For each the Household report includes:

Section 1

Grantees will provide the following information concerning race/ethnicity which shall be recorded by

- Ward,
- Head of Household,
- Tenant/Owner

White
Black/African American
Asian
Native American/Alaskan Native
Native Hawaiian/Other Pacific Islander
Native American/Alaskan Native & White
American Indian/Alaskan Native & White
Asian & White
Black/African American & White
Native American/Alaskan Native & Black/African American
Other Multi Racial
Did Not Report
TOTAL

Section 2

Also, each household shall be counted by income category using the CDBG income categories and dollar amounts. (See chart in this exhibit.)

Section 3

Lastly, each household shall be counted by CDNG service category.

With New or Continuing Access to Service or Benefit
With Improved Access to Service or Benefit
Received a Service or Benefit that is No Longer Substandard

The Number of Households in each of the above calculations be the same. That is, if 100 households are reported in Section 1, there must be 100 in reported also in Sections 2 and 3.

This procedures is repeated for:

- Non-Public Service Activities
- NRSA Wards 7 & 8 Public Service and Non-Public Service

INCOME LIMITS WITH UNCAPPED LIMITS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
U.S. Department of Housing and Urban Development (HUD) FY 2023
Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	**84,400**	**96,450**	**108,500**	**120,550**	**130,200**	**139,850**	**149,500**	**159,150**

	Median Income	**Family Four Low Income Limit**
DC	**$152,100**	**$95,300**

This grant will consider eligibility based on Household Beneficiary Data

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit E Budget Modification Form

INCOME LIMITS WITH UNCAPPED LIMITS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
U.S. Department of Housing and Urban Development (HUD) FY 2023
Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	**84,400**	**96,450**	**108,500**	**120,550**	**130,200**	**139,850**	**149,500**	**159,150**

	Median Income	**Family Four Low Income Limit**
DC	**$152,100**	**$95,300**

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit F Drug Free Workplace Certification

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code. and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - lll, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. **Debarment, Suspension, And Other Responsibility Matters (Direct Recipient)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

1. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F. for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020. Notice shall include the identification number(s) of each effected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and incising termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (1), (c), (d), (e), and (f).

B. The applicant may insert in the space provided below the sites) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Drug-Free Workplace (Grantees who are Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, subpart F, for grantees as defined at 28 CFR Part 67; Sections 67 615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020.

As the duly authorized representative of the applications,
I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address

Housing Counseling Services, Inc.
2410 17th Street, NW, Suite 100 {Adams Alley}
Washington, DC 20009

52-0958568

2. Application Number and/or Project Name | **3. Grantee IRS/Vendor Number**

FY 2025 Housing Counseling Services Program

4. Typed Name and Title of Authorized Representative

Marian Siegel, Executive Director

5. Signature

October 22nd, 2024

6. Date

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit G Service Area Eligibility

This grantee provides services to residents of all DC Wards and will focus on the neighborhoods in these corridors where DHCD has invested resources for housing development.

- 16th St NW Corridor near the intersection with Havard St NW (Columbia Heights) in Ward 1
- Georgia Ave and New Hampshire Ave NW Corridor (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- Rhode Island Ave and South Dakota Ave NE Corridor (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 5
- M and South Capitol Streets SW Corridor (Greenleaf/Waterfront) in Ward 6
- Benning Road and Florida Ave NE Corridor (NoMa/Ivy City/Trinidad) Ward 6
- Minnesota Ave and Benning Rd NE Corridor (Benning, Greenway) in Ward 7
- Pennsylvania Ave and Minnesota Aves SE Corridor (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- East Capitol and Benning Rd Corridor (Capital View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- Marion Barry Ave and Martin Luther King Aves SE Corridor (Historic Anacostia, Fairlawn Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- Marion Berry Ave and Alabama Aves Corridor (Skyland, Woodland, Garfield Heights) in Ward 8
- Martin Luther King Ave and Alabama Ave Corridor (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- South Capital St and Chesapeake Aves SE Corridor (Bellevue, Washington Highlands) in Ward 8

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit H Insurance Requirements

DHCD-BILL WINSTON-GRANT FOR VARIOUS COMMUNITY-BASED ORGANIZATIONS HOUSING COUNSELING AND SERVICES AF07082024

INSURANCE

A. GENERAL REQUIREMENTS. The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this grant, the types of insurance specified below. The Grantee shall submit a Certificate of Insurance to the Grant Administrator (GA) giving evidence of the required coverage prior to commencing performance under this grant. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the GA.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Grantee and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this grant, with the understanding that any affirmative obligation imposed upon the insured Grantee or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its subcontractors, and not the additional insured. The additional insured status under the Grantee's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the GA in writing. All of the Grantee's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Grantee or its subcontractors, or anyone for whom the Grantee or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the GA with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the GA in writing), covering liability for all ongoing and completed operations of the Grantee and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an

Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or it's equivalent) to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the GA in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee in connection with work under this agreement, with a minimum combined single limit of $1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Grantee shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Defense costs shall be in addition to and not erode the limits of liability
e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or it's equivalent)

3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

   Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   The Workers Compensation and Employers Liability shall be further endorsed to:
   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the GA of commercial umbrella or excess liability insurance with minimum limits of $5,000,000 per occurrence and $5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS
Any and all subcontractors engaged by Grantee for work under this agreement shall be required to have the same insured required of Grantee. Should the Grantee wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Grantee shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Grantee. In either instance, the Grantee must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

E. DURATION. The Grantee shall carry all required insurance until all grant work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this grant and two years for non-construction related grants.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the Grantee's liability under this grant.

G. CONTRACTOR'S PROPERTY. Grantee and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.

H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the grant price.

I. NOTIFICATION. The Grantee shall ensure that all policies provide that the GA shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Grantee no long complying with the above requirements. The Grantee shall provide the GA with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the GA with an updated Certificate of Insurance should its insurance coverages renew during the grant. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Grantee at least 30 days' notice of the change. Grantee must comply, at your expense, and deliver to the GA evidence of compliance before the change becomes effective.

J. CERTIFICATES OF INSURANCE. The Grantee must send to GA, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Grantee must also provide us with evidence of renewal before the expiration date of each insurance policy. Grantee is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . Certificates of insurance must reference the corresponding grant number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:
William Winston, Grant Administrator (DHCD)
1909 Martin Luther King Jr Av SE, Washington DC 20020
771-208-9628
Bill.winston@dc.gov

The GA may request and the Grantee shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Grantee expires prior to completion of the grant, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the GA prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the GA on an annual basis as the coverage is renewed (or replaced).

K. DISCLOSURE OF INFORMATION. The Grantee agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Grantee, its agents, employees, servants or subcontractors in the performance of this grant.

L. CARRIER RATINGS. All Grantee's and its subcontractors' insurance required in connection with this grant shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.

M. WARRANTIES. When applicable, the Grantee should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). GA should collect, review for accuracy, and maintain all warranties for goods and services.

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Mayor's Order 2023-131

GOVERNMENT OF THE DISTRICT OF COLUMBIA
ADMINISTRATIVE ISSUANCE SYSTEM

Mayor's Order 2023-131
October 31, 2023
SUBJECT: Updated District Government Sexual Harassment Policy, Guidance, and Procedures

ORIGINATING AGENCY: Office of the Mayor

By virtue of the authority vested in me as Mayor of the District of Columbia by sections 422(2), (3), and (11) of the District of Columbia Home Rule Act of 1973, 87 Stat. 790; Pub. L No. 93-198, D.C. Official Code §§ 1-204.22(2), (3), and (11), it is hereby **ORDERED** that:

I. PURPOSES AND BACKGROUND

This Order incorporates provisions of, updates, and supersedes Mayor's Order 2017-313, dated December 18, 2017, regarding sexual harassment in District of Columbia ("District") Government workplaces.

In addition to providing procedural updates to the District's sexual harassment policy, this Order establishes and directs the Sexual Harassment Task Force to further examine the District's sexual harassment policies and provide recommendations to further the goal of a harassment-free workplace; establishes obligations of District Government employees; adds Mayor's direct reports to those required to be referred for outside investigation of sexual harassment; and bans all sexual and romantic relationships between supervisors and the employees in their chain of command.

This Order reaffirms that the District Government does not tolerate any form of inappropriate workplace conduct including sexual harassment, nor does it tolerate sexual harassment in non-employment interactions between District Government employees and the public. Sexual harassment is recognized as one of the most unjust, demeaning, and demoralizing examples of workplace misconduct.

This Order also requires that employees be trained on sexual harassment every year and provides additional specificity as to the qualifications and role of Sexual Harassment Officers.

Further, this Order directs agency compliance with the Sexual Harassment Data Collection and Reporting Act of 2022, D.C. Law 24-171, D.C. Official Code § 1-546.01, and clarifies, consistent with the Human Rights Enhancement Amendment Act of 2022, D.C. Law 24-172, D.C. Official Code § 2-1402.11(c-2), the definition of sexual harassment.

II. INDIVIDUALS AND ENTITIES COVERED

A. Prohibitions and Protections

1. This Order is intended broadly to prohibit sexual harassment in all interactions with District Government employees and officials and persons acting on behalf of the District Government, and to facilitate speedy investigation and non-monetary remedial action including warnings to stop offensive behavior, additional training, reassignments, and personnel and contract actions.

2. The District of Columbia prohibits workplace sexual harassment by all District Government employees and officials. The prohibition applies to harassment of other employees and officials and to harassment of third parties

and members of the public interacting with the District Government, such as vendors, contractors, grantees, customers, clients, and other persons visiting or working at District Government worksites or service sites inside and outside District Government agencies.

3. Likewise, contractors and grantees carrying out work on behalf of the District Government shall not sexually harass colleagues who carry out work on behalf of the District Government; District Government employees; or customers, clients, or beneficiaries of the services the contractors and grantees provide on behalf of the District Government; and those clients, customers, beneficiaries, employees, and colleagues may file complaints that trigger sexual harassment investigations and possibly remedies. Remedies may include requiring the contractor or grantee to use alternate personnel to provide services, and other remedies available under the contract or grant agreements up to and including contract or grant termination or non-renewal of the grant or contract.

4. In addition, sexual harassment by District Government clients, customers, or visitors against District Government employees, contractors, or grantees, or other clients, customers, or visitors, at District Government worksites or service sites, is prohibited and complaints made against District Government employees who sexually harass contractors, grantees, agency clients, customers or visitors, upon investigation, may result in discipline of the employee and accommodations of the contractor, grantee, customer or visitor, such as having another government official assigned to the matter.

5. In the course of their duties as members of District of Columbia boards and commissions, board and commission members are bound by the prohibitions, procedures, and deadlines set forth in this Order.

6. Not every procedure set forth in this Order applies to persons not working for the District Government.

B. Scope

1. Laws prohibiting sexual harassment apply throughout the District Government. The agencies listed below should either use the training, procedures, information, and processes provided in this Order, or their own, similar ones. To the extent District law requires centralized reporting, the reporting requirements in this Order apply to all agencies.

2. Those agencies include the Office of the Attorney General, the Office of the Chief Financial Officer, the Board of Elections, the Zoning Commission, the Public Service Commission, the Commission on Arts and Humanities, the Washington Convention and Sports Authority (Events DC), the Board of Education, the University of the District of Columbia, the DC Public Library, the DC State Athletics Commission, the Public Charter School Board and public charter schools, the Office of the People's Counsel, the District of Columbia Water and Sewer Authority (DC Water), the Green Finance Authority, the Health Benefit Exchange Authority, the Not-for-Profit Hospital Corporation, the Contract Appeals Board, the DC Retirement Board, the Office of Employee Appeals, the DC National Guard, the Criminal Justice Coordinating Council, the Office of Police Complaints, the Corrections Information Council, and the Uniform Law Commission.

3. This Order does not apply to the Council of the District of Columbia, Advisory Neighborhood Commissions, or the DC Courts, and agencies and offices subordinate to them.

III. SEXUAL HARASSMENT

A. Through the Human Rights Enhancement Amendment Act of 2022, D.C. Law 24-172, effective September 21, 2022; D.C. Official Code § 2-1402.11(c-2), the Council has, in the employment context, expanded the definition of "harassment" and "sexual harassment" under the D.C. Human Rights Act to provide that sexual harassment includes conduct of a sexual nature, "whether direct or indirect, verbal or nonverbal, that unreasonably alters an individual's terms, conditions, or privileges of employment or has the purpose or effect of creating an intimidating, hostile, or offensive work environment."

B. In addition, sexual harassment includes "sexual advances, requests for sexual favors, or other conduct of a sexual nature where submission to the conduct is made either explicitly or implicitly a term or condition of employment or where submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual's employment." This is sometimes referred to as quid pro quo sexual harassment.

C. In determining whether sexual harassment has taken place, the D.C. Human Rights Act states that "conduct need not be severe or pervasive to constitute harassment" and that "no specific number of incidents or specific level of egregiousness is required."

D. Examples of conduct that can contribute to or constitute sexual harassment or an intimidating, hostile, or offensive work environment include:

1. Sex acts;

2. Display of sexual organs;

3. Using sexually oriented or sexually degrading language describing an individual or their body, clothing, hair, accessories, or sexual experiences;

4. Sexually offensive comments or off-color language, jokes, or innuendo that a reasonable person would consider to be of a sexual nature, or belittling or demeaning to an individual or a group's sex, sexual orientation, or gender identity;

5. "Sexting" or seeking or sending pictures of intimate body parts;

6. Taking or displaying pictures of body parts meant to be covered up (such as "upskirting" pictures);

7. Displaying or disseminating sexually suggestive objects, books, screensavers, magazines, photographs, music, cartoons, or computer internet sites or references;

8. Unnecessary and inappropriate touching or physical contact, such as intentional and repeated brushing against a colleague's body, touching or brushing a colleague's hair or clothing, massages, groping, patting, pinching, or hugging, that a reasonable person would consider to be of a sexual nature;

9. Leering, ogling, or making sexually suggestive gestures or sounds, such as whistling or kissing noises;

10. Making inquiries about someone's private sex life or describing one's own sex life;

11. Workplace sexual comments, conduct, displays and suggestions between two willing parties in the presence of another that are inconsistent with professional workplace norms;

12. Any unwanted repeated contact, including, but not limited to in-person, or telephonic, for romantic or sexual purposes;

13. Giving a preference to someone who is engaged in a dating, romantic, or sexual relationship based on the relationship to the disadvantage of someone who is not engaged in a dating, romantic, or sexual relationship; and

14. Sexual assault, stalking, trapping someone such that they are not free to leave and a sexual encounter is expected or threatened, threats of bodily harm relating to sex or the refusal to have sex, or other crimes related to acts of sexual harassment.

E. Further, the District may treat some conduct of a sexual nature as misconduct, even when it does not rise to the level of unlawful sexual harassment actionable under the D.C. Human Rights Act. As an example, an employee who tends to greet people with a hug may have been warned that the conduct was offensive to some employees and then hugs an employee whom they have not seen in many months. The conduct may not rise to the level of "unreasonably altering the individual's terms, conditions, or privileges of employment," but it could constitute misconduct since they had been warned that some employees associate hugging with unwanted sexual contact that is offensive in the work environment.

IV. DATING, ROMANTIC, AND SEXUAL RELATIONSHIPS IN THE WORKPLACE

A. Prohibitions

1. Prohibitions on certain dating, romantic, or sexual relationships in the workplace exist to prevent real or perceived impropriety, favoritism, conflicts of interest due to power dynamics, control of an employee's assignments and performance reviews, as well as to advance fairness for all other employees, contractors, grantees, and clients. Even consensual dating, romantic, or sexual relationships can generate allegations of favoritism based on sexual relationships or sexual harassment by one of the parties or a third party. Relationships, or aspects of relationships, that may be perceived as consensual by one party may be considered coerced or harassing by the other party due to power dynamics, and relationships that start consensually may evolve into sexual harassment.

2. Subject to the conditions and implementation procedures discussed in this Order, it is now the policy of the District Government that a dating, romantic, or sexual relationship between a supervisor and any employee in the chain of command they supervise – whether supervision is direct or indirect, operational or situational – is prohibited. Note that chain of command in this definition may span agencies or divisions within an agency.

3. In addition, District Government employees shall not initiate a dating, romantic, or sexual relationship with trainees, recruits, or interns, regardless of the employee's assignment in relation to the trainee, recruit, or intern if the employee is in the same agency as the trainee, recruit, or intern.

4. Further, this Order prohibits dating, romantic, and sexual relationships when they are prohibited by applicable professional or ethical standards, such as lawyer-client, doctor-patient, or social worker-client.

5. District Government employees shall not participate personally and substantially in particular matters that affect or could affect the financial interests of someone with whom they are in a dating, romantic, or sexual relationship, whether that person is an employee, grantee, contractor, or client of the agency.

B. Designation of Person or Committee to Resolve Issues Surrounding Workplace Relationships; Existing Relationships

1, By November 17, 2023, District Government agency directors shall designate their own agency human resources agency/officers, another appropriate officer, or an office or committee to receive disclosures of relationships and resolve workplace issues arising from any prohibited dating, romantic, or sexual relationship on a case-by-case basis consistent with this Order; absent such a designation, disclosures shall be made to the Director.

2. By December 8, 2023, existing relationships that fall within the prohibitions of this Order must be disclosed to the designee identified in subsection IV.B.1. of this Order, in the manner specified by their agency or on a form to be created by DCHR, whereupon the situation will be evaluated and a resolution determined.

3. Resolution may involve giving the employees a defined but reasonable time to find a new position where the relationship is not implicated by this Order; shifting reporting structures to take the relationship out of a prohibited status; or establishment of recusal structures when the employees do not work in the same agency or division but they heretofore were in situational or operational chains of command.

4. To the extent adjustments are made in work sites or shifts, reporting structures, job duties or any other factor for one or both of the persons in the relationship, agencies shall endeavor to afford such options on a voluntary basis for all concerned, particularly if an employee not involved in a prohibited relationship is affected by any proposed accommodation of the relationship.

5. If no satisfactory resolution of the prohibited relationship can be reached, the persons in a dating, romantic, or sexual relationship may request a waiver of the provisions of this Order. Waiver requests shall be submitted to the Mayor and shall be accompanied by a recommendation from the agency or agency designee. Waiver requests may include any information relevant to the determination and shall be on a form to be created by the Department of Human Resources ("DCHR").

6. Agencies may make reasonable efforts to assist with a transfer or reassignment, without prejudicing either employee (or any other employee), but it is not the responsibility of the personnel authority or the agency to restructure their agency operations or find a new position for someone in the relationship. No agency is required to grant a request or application for a transfer.

7. Agencies may promulgate regulations or policies consistent with this Order to effect its implementation and to provide consistent treatment for employees facing this situation, though each relationship may pose unique issues. Agencies may also issue rules explaining in more detail for their agencies' employees and contractors how terms such as "dating," "chain of command" and "trainee" are to be interpreted considering their agency's operations. Agencies may prohibit dating, romantic, or sexual relationships with their own clients or clients of the agency or a subset of the agency, as the agency deems appropriate to prevent factual or perceived impropriety or favoritism. For instance, an agency with both social workers and non-licensed employees providing case work to agency clients could extend the ban on dating and sexual relationships with clients to their non-licensed employees, to hold them to the same professional standards as their licensed colleagues.

8. By December 12, 2023, agencies shall report the number of disclosed relationships to the Mayor's Office of Legal Counsel ("MOLC") and the contact information of the person handling requests for accommodation, for consideration by the Sexual Harassment Taskforce.

C. Disclosure of Relationships

1. In addition to the disclosures of existing relationships required by Section IV.B., if by promotion or agency reorganization or other circumstance, two employees in a dating, romantic, or sexual relationship would fall into a prohibited relationship status, their relationship must be disclosed as soon as the possibility of falling into prohibited status is realized by either person in the relationship.

2. If there is a reasonable likelihood that someone would raise a credible charge that there was or could be preferential treatment based on a dating, romantic, or sexual relationship that is not in a chain of command, then the employees involved in the dating, romantic, or sexual relationship must also report their relationship to the person or office designated pursuant to Section IV.B. Such reporting is necessary for consideration of whether additional safeguards are necessary and whether the prohibition on relationships based on situational supervision is implicated.

D. New Relationships

Generally, if two persons in a chain of command wish to begin a dating, romantic, or sexual relationship with each other, one party to the relationship should apply for a transfer or otherwise seek employment that eliminates the supervisory relationship before the relationship begins so that no prohibited relationship commences. For example, a supervisor may be transferred to another supervisory role so that they are not in the chain of command with the other person.

E. Conduct

1. District Government employees in a dating, romantic, or sexual relationship with another District Government employee, or client/customer of their agency, or grantee or contractor of their agency, shall conduct themselves in an appropriate manner while on duty and shall not engage in behavior that detracts from a professional work environment.

2. Any sexual activity at work sites or during an employee's working hours, regardless of location, is prohibited.

F. Violations

A violation of a provision of this Order regarding dating, romantic, or sexual relationships may not constitute sexual harassment as defined above, but an employee who engages in a prohibited relationship under Section IV.A. of this

Order or fails to disclose a relationship that is required to be disclosed shall be subject to appropriate personnel action, up to and including termination.

G. Legal Representation

If legal action is commenced against the District of Columbia and/or a supervisor who engaged in a dating, romantic, or sexual relationship with an employee, or a person engaged in a potentially-conflictual relationship, the existence of the sexual or romantic relationship will be a factor in the District of Columbia's decision to provide legal representation to the supervisor or the employee(s) engaged in a relationship.

V. PROCEDURES FOR STOPPING SEXUAL HARASSMENT; REPORTING AND INVESTIGATING SEXUAL HARASSMENT CLAIMS

A. Employee Obligations

1. District Government employees are bound by the principles set forth in the Code of Conduct at 6B DCMR §§ 1800.2–1800.4 and are expected to act at all times in a manner reflecting their roles as public servants. Depending on an employee's role in the District Government, the obligations regarding the prevention of sexual harassment may differ. "Employees" for the purpose of this Order include contractors engaged by the District Government performing work on behalf of the District similar to that as its employees, such as at District worksites.

2. All employees are obligated to:

a. Refrain from engaging in behavior that constitutes sexually harassing conduct;

b. Refrain from initiating or conducting a prohibited dating, romantic, or sexual relationship as described in Section IV.A. of this Order;

c. Disclose their own dating, romantic, or sexual relationships with other employees if required in Section IV.D. of this Order;

d. Affirm their agreement to comply with this Order;

e. Complete annual sexual harassment training;

f. Cooperate fully in any inquiry or investigation into an alleged violation of this Order; and

g. Refrain from any behavior that may call into question the impartial and harassment-free provision of services to constituents, agency clients or customers, contractors, or grantees.

3. Supervisors should take particular care to avoid conduct that could lead to allegations of sexual harassment, considering time, place, and situations of interactions with employees.

B. Employee Communication

1. To avail themselves of the procedures and protections of this Order, when a District Government employee finds conduct unwelcome, intimidating, or offensive, they may: (a) tell the person who is engaging in offensive or inappropriate sexual conduct to stop and that such conduct is unwelcome; or (b) ask the employee's supervisor, General Counsel, or Sexual Harassment Officer to advise the person that the conduct is offensive and unwelcome; or (c) proceed immediately to file a complaint of sexual harassment under this Order.

2. Employees and others engaged in intervention are encouraged to document all intervention efforts or requests to cease reported inappropriate sexual conduct, including conversations, texts, or email exchanges.

C. Reporting Allegations of Inappropriate Conduct of a Sexual Nature or Sexual Harassment

1. All District Government employees are encouraged to help ensure that District Government workplaces are free of sexual harassment. Employees who know of incidents of inappropriate conduct of a sexual nature, as well as behavior that may create an intimidating, hostile, or offensive work environment, or who are victims of inappropriate conduct of a sexual nature, should report the inappropriate conduct.

2. Employees may report to the Sexual Harassment Officer ("SHO") of their agency or any other agency, or the supervisor or manager of the employee engaging in inappropriate conduct, to their own supervisor, or to the agency General Counsel. Contractors, grantees, and customers of agencies may report allegations of inappropriate conduct of a sexual nature to the SHO of the relevant agency or any other agency, the relevant agency's General Counsel, the supervisor of the employee who engaged in the alleged inappropriate conduct, or their grant or contract administrator.

3. Allegations of sexual harassment against the Mayor, City Administrator, Mayor's Chief of Staff, Mayor's Senior Advisor, Director of the MOLC, any Deputy Mayor, or any official who directly reports to the Mayor, shall be referred to the Inspector General to determine if the allegation is credible, in which case it shall be referred for independent investigation. Such investigations shall be carried out by an entity outside the District Government and those reports shall be provided to MOLC (or the City Administrator if the allegation is against the Director of the MOLC) and the Inspector General.

D. Agency Responsibilities

1. Sexual Harassment Officers ("SHOs") and Investigations

a. Each Deputy Mayor's Office and each agency shall designate a primary SHO and an alternate SHO and shall update the designations, as needed, on an ongoing basis. Each agency shall provide the names of its SHOs to DCHR, and DCHR shall maintain a current District-wide list of agency SHOs. Further, pursuant to D.C. Official Code § 1-546.01(2), SHOs shall be registered with the Office of Human Rights ("OHR").

b. SHOs shall be trained and qualified to serve. To be qualified to serve as a SHO, individuals must have taken and continue to take annual training provided by DCHR and OHR. SHOs may but are not required to be an agency's Equal Employment Opportunity ("EEO") officer, or human resources manager; they must be competent in EEO laws and be designated by the agency to accept sexual harassment complaints and to review and investigate claims. SHOs need not be attorneys.

c. The primary and alternate SHOs for a smaller agency may be employees of another agency (i.e., the SHO of a larger agency may serve as the SHO for a smaller agency). An agency of any size may also obtain assistance from another agency's SHO in handling a particular investigation, including having another agency's SHO carry out an investigation, where there is a possibility of the appearance of a conflict of interest, or for administrative convenience. For the purposes of this Order, a smaller agency availing itself of this option will still be referred to as the "agency."

d. A person seeking to report a violation of this Order may file with any agency SHO, not solely the SHO at their agency or the agency at which the alleged sexual harassment occurred. Persons filing complaints, however, are not entitled to have the investigation conducted by the person of their choosing.

e. If a complaint is reported to someone other than the SHO, the person receiving the complaint must notify the agency SHO, unless giving notice would raise conflict of interest concerns, in which case the person must notify the agency General Counsel.

f. Unless the complaint is against the agency General Counsel, the SHO shall immediately notify the agency's General Counsel of the complaint, and the General Counsel shall thereafter notify the Mayor's Office of Legal Counsel ("MOLC"). The SHO may consult with the agency's General Counsel, or the General Counsel's designee, for legal guidance on conducting the investigation and shall notify the General Counsel of any issue that may require higher-level support. If the complaint is against the General Counsel, the SHO shall notify the MOLC directly.

g. SHOs should review DCHR's SHO training materials before initiating an investigation. DCHR has training materials on duties to inform the bargaining unit, the right to union representation during investigatory questioning, assessing credibility, unconscious bias, conducting interviews, gathering evidence, protecting confidentiality, preservation of evidence, when to stop an investigation and refer a matter for criminal investigation and more.

h. The primary function of a SHO is to accept complaints alleging violations of this Order and to gather, investigate and review the factual basis of the claim(s). SHOs may corroborate or refute factual allegations; SHOs may provide impressions and evidence regarding the credibility of witnesses. They weigh such evidence and may take into account their impressions of the credibility of witnesses. Ultimately, SHOs make and submit to the appropriate agency Director recommended determinations of whether the allegations are substantiated or are not substantiated. They are not to make legal conclusions about whether sexual harassment occurred.

i. Investigations of allegations of inappropriate conduct of a sexual nature shall be conducted, and the associated investigation report completed, as soon as practicable, within sixty (60) days after the filing of the report of the alleged sexual harassment, absent unusual circumstances.

j. The investigative report shall include a description of the allegations, a description of the SHO's investigation, a description of the evidence adduced by the SHO, and the SHO's recommended determination as to whether the allegations were substantiated. The SHO shall transmit the report to the Director or agency Director's designee and General Counsel of the agency where the alleged harasser is employed.

2. Interim Remedial Actions

a. Pending the completion of the SHO investigation and report, the issuance of the agency report, and the imposition of any disciplinary action, and to protect the rights of the alleged victim as well as the alleged harasser, the agency may take temporary personnel actions that do not result in any adverse employment action to either party.

b. When an agency becomes aware of an allegation of misconduct of a sexual nature, the agency shall notify the alleged harasser of the reported behavior and may demand that the alleged behavior cease immediately and not be repeated.

c. The agency shall take such other remedial steps as it deems appropriate to mitigate the possibility of the alleged harassing conduct continuing.

d. Interim remedial actions are administrative rather than disciplinary and may include, but are not limited to, transfers, reassignment of duty station, changed shifts, duties or reporting requirements, mandatory administrative leave with pay, or other appropriate measures that do not result in reduction of pay, demotion in title or responsibility, or other loss of employee benefits. In general, the agency should avoid moving the alleged victim or changing the alleged victim's shift, or taking similar action affecting the alleged victim, unless the alleged victim requests the action; if the agency takes such an action absent a request from the alleged victim, the agency should make clear to the alleged victim that the action is being taken in pursuit of an effective and prompt stop to any alleged harassment, and not in retaliation for reporting the alleged harassment.

e. Personnel authorities are encouraged to find alternative, reasonably comparable placement during the pendency of an investigation for the accuser or accused in lieu of administrative leave with pay, where possible and if consistent with any collective bargaining agreements.

3. Post-SHO Investigation Agency Actions

a. The agency Director or agency Director's designee may reject a SHO report and return it to the SHO for further investigation, information, documentation, or analysis if the agency Director or designee

considers the report to be incomplete, inadequate, or otherwise unacceptable.

b. If the report is not rejected, the agency Director, or the agency Director's designee, within fourteen (14) days of receiving the SHO's report, shall issue an agency report that accepts, modifies, or rejects the SHO's findings and substantiation recommendations, describes the rationale for any such modifications or rejections, and makes conclusions as to whether the substantiated allegations constitute a violation of this Order. The SHO report shall be included as an attachment to the agency Director or designee's report. The agency Director or designee shall consult with the agency's General Counsel during the preparation of the report regarding relevant legal standards or other legal issues.

c. If the report determines that a violation of this Order has occurred, the report shall be submitted to the agency's human resource officer for appropriate disciplinary action, up to and including termination. The agency shall require that any employee found to have violated this Order whose employment is not terminated must attend mandatory sexual harassment training within sixty (60) days after the issuance of the agency report.

d. The agency must provide the employee and the alleged harasser with a summary written notification of its findings and conclusions (final agency decision) after the sixty (60) day period and shall convey the same to MOLC within five (5) days after it is issued. The notice shall include a description of each allegation and the agency's determination as to whether the allegations were substantiated or were unsubstantiated. Such notice shall not include summaries of witness interviews, credibility determinations, or legal analysis; the notice is a simple recitation of the allegations and the determination as to whether the allegations were substantiated or were unsubstantiated.

e. Any conclusion in the SHO or Director's report that a violation of this Order occurred does not constitute a final legal conclusion that sexual harassment under the D.C. Human Rights Act or federal law occurred. Conversely, a finding that was not substantiated is not a legal conclusion that no violation of the D.C. Human Rights Act or federal law occurred.

f. Consistent with norms regarding the privacy of personnel actions, the complaining party shall not be informed of any disciplinary actions against the alleged harasser.

g. Regardless of whether a complaint has been substantiated, relevant staff, including the General Counsel, are authorized to work together to advise the Director or deciding official as to whether to recommend or implement personnel actions or management procedures to reduce the possibility of reoccurrence of any inappropriate behavior or behavior that poses risks for the District. Any meetings among the General Counsel, human resources staff, and agency management shall endeavor to preserve the confidentiality of the complaint generating the meeting or consultation to the greatest extent possible.

4. Communicating the Order: Orientation, Pledges, Training, and Notifications

a. The personnel authority shall circulate this Order to all new hires during their orientation, shall give each new hire time to read a summary of the Order during orientation, and shall obtain a signed verification that the new employee has read the summary and pledges not to engage in sexual harassment or any other conduct that violates the rules prohibiting sexually harassing behavior, certain dating, romantic, or sexual relationships, and requiring disclosure of certain relationships. Agencies with supplemental orders relating to sexual harassment shall provide those orders, too, to onboarding employees.

b. When individual contractors are working inside an agency in a manner akin to a District Government employee, the agency or the supervising contractor shall obtain signatures from individuals during onboarding orientations affirming their agreement to abide by this Order.

c. New employees shall take a course on sexual harassment as part of the on-boarding process and in no event more than fourteen (14) days after being on-boarded. Agencies shall by December 11, 2023

circulate this Order to all current employees.

d. Agencies shall follow up to provide delivery to difficult-to-reach employees, including employees on leave and work-related travel. Agencies are responsible for confirming that each employee has received this Order by email, verification through Peoplesoft, or return of a signed copy.

e. By December 11, 2023, each agency shall email the names of the agency's primary and alternate SHOs to all its employees and shall send reminders or updates of who the agency's SHOs are at least annually to agency employees.

f. Each agency shall prominently post notices in conspicuous locations accessible and used by a substantial number of agency employees, identifying the agency SHO and Alternate SHO, how to report sexual harassment, and that sexual harassment investigations are to be kept confidential to the greatest possible extent consistent with their investigation and resolution. Agencies shall post the notices no later than thirty (30) days after receipt of the template notice from the Office of Human Rights required by Section V.K. of this Order.

g. Agencies shall take a digital photograph of each posting and transmit it to the SHO program coordinator at DCHR with a description of the location at the time of each posting.

h. Individuals and entities entering into contract or grant agreements with the District Government must affirm that they will abide by the D.C. Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR § 1100 et seq.

i. District agencies drafting contracts and grants shall require such affirmations as part of the contract or grant agreement.

E. Employee Responsibility to Participate in Agency Investigations

1. District Government employees are required to cooperate fully in a SHO or independent investigation of a workplace sexual harassment complaint.

2. If an employee who alleges sexual harassment or is believed to have been the victim of sexual harassment declines to assist and/or participate in the investigation of the allegation, or requests the agency not conduct an investigation, the agency may on its own initiative investigate or refer the matter for investigation.

3. Employees who were not themselves victimized, who, after a direct request by the SHO or other investigator, decline to participate in a sexual harassment investigation, may be subject to disciplinary action.

4. Any consideration of whether to recommend disciplinary action for failure to cooperate in an investigation on the part of an alleged victim requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

F. Discipline for Making False Statements or Representations

1. Making materially false statements, and misrepresentation, falsification or concealment of material facts or records in an investigation of allegations of sexual harassment is conduct warranting disciplinary action, up to and including termination.

2. Consideration of whether to recommend disciplinary action against an employee who is also the alleged victim of sexual harassment requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

G. Discipline after a Finding of Sexual Misconduct or Harassment

The agency shall recommend appropriate disciplinary action, such as described in Section 1607.2(k) of the District Personnel Manual, 6B DCMR § 1607.2(k), up to and including termination of any employee found to have engaged

in sexual misconduct or sexual harassment as defined in Section III of this Order.

H. Rights of the Alleged Harasser

Persons accused of sexual harassment deserve the full protections afforded to them under the law in administrative matters, including, but not limited to, the right to respond to allegations of sexual harassment; to counsel and representation, including a union representative or other representative of their choosing, and including the presumption of innocence, unless and until there is a finding of harassment after an investigation by the agency or where appropriate, OHR. The right to counsel does not include the right to have counsel paid for by the government.

I. DCHR Responsibilities

1. DCHR shall quarterly reach out to all designated primary and alternate SHOs to confirm that they continue to serve in those roles. If DCHR is unable to reach a designated SHO or to confirm that the individual still serves as the agency's primary or alternate SHO, DCHR shall work with the agency to identify a new primary or alternate SHO for the agency. DCHR shall post a list of agency SHOs on its website and update it as necessary.

2. DCHR shall develop reporting forms for disclosure of dating, romantic, and sexual relationships and for applications for waivers of the prohibition on relationships in the chain of command.

3. DCHR shall work with agencies to verify that all employees have completed the annual training on sexual harassment required by Section V.A.1.e. of this Order.

4. DCHR, working with the Office of the Chief Technology Officer, shall create a means through Peoplesoft for employees to acknowledge their receipt of the Order and agreement to comply with its provisions.

5. DCHR, in consultation with OHR, shall review, update, and provide training materials for agency SHOs, including training on investigative techniques.

6. DCHR shall establish qualification standards for SHOs and verify each SHO's qualification to serve as a SHO.

7. DCHR, in consultation with OHR and the Sexual Harassment Task Force, shall create and disseminate training and collateral materials on this Order, the sexual harassment provisions of the D.C. Human Rights Act, and other sexual harassment law and policy, to all agencies under the direct authority of the Mayor and to such independent agencies as may request access to DCHR materials. The training and collateral materials should be tailored to employees in various roles, such as senior officials, managers, attorneys, human resources personnel, and new or existing employees, and should take into account that many District Government employees work primarily in the community and may not have regular access to computer-based training modules.

J. Office of Human Rights (OHR)

1. OHR shall develop training for EEO officers on the standards of the D.C. Human Rights Act, including the changes made by the Human Rights Enhancement Amendment Act of 2022.

2. OHR shall provide consultative services to DCHR and the Sexual Harassment Task Force in creating and disseminating training and collateral materials on this Order, the sexual harassment provisions of the D.C. Human Rights Act, and other sexual harassment law and policy, to all agencies.

3. OHR shall provide a template notice to agencies for agencies to post where the agencies can fill in the name of their SHO and alternate SHO and providing basic information on the prohibition against sexual harassment, how to report, and confidentiality, pursuant to Section V.E.4.d. of this Order.

VI. PROHIBITION AGAINST RETALIATION

A. Retaliation Prohibited

Retaliating against a District Government employee for reporting or filing a claim of sexual harassment, assisting another person in reporting or asserting a claim of sexual harassment, opposing sexual harassment, acting as a witness in a sexual harassment investigation, refusing to follow orders that would result in sexual harassment, intervening to protect others from sexual harassment or advances, or challenging an allegation of sexual harassment, is strictly prohibited. Employees shall not be penalized as a result of their assertion of their rights under the D.C. Human Rights Act or providing truthful information in connection with an investigation (whether on behalf of a complainant or a respondent). Retaliatory behavior may include, but is not limited to, unwarranted reprimands, unfairly downgrading personnel evaluations, transfers to less desirable positions, verbal, or physical abuse, and altered and more inconvenient work schedules. Employees found to have engaged in retaliatory behavior shall be recommended for appropriate disciplinary action, up to and including termination.

B. Process for Alleging Retaliation

Claims of retaliation are generally beyond the scope of the investigatory authority of agency SHOs because SHOs may not be trained in assessing the legality or validity of managerial decisions such as evaluations and assignments and investigations into retaliation would be difficult to conduct in the rapid timeframe set forth in this Order. Employees who believe they have been retaliated against must file a complaint with an EEO Counselor within one hundred and eighty (180) days of the alleged retaliation and subsequently file a complaint with OHR within fifteen (15) days of receipt of the Exit Letter if the employee is not satisfied with the outcome of EEO counseling.

VII. LIMITS

Lodging a complaint regarding sexual harassment does not shield an employee from all discipline or discharge. Agencies may discipline or separate a complainant if the agency is motivated by non-retaliatory and non-discriminatory reasons that would otherwise result in such discipline or separation.

VIII. CONFIDENTIALITY

A. Protecting confidentiality is critical to encouraging victims of sexual harassment to come forth and share their stories. It encourages witness cooperation and protects the reputations of those involved. For those reasons, SHO investigations should be kept confidential.

B. Confidentiality is not absolute. SHOs must disclose information to the alleged harasser for the alleged harasser to have a full and fair opportunity to respond. SHOs may have to disclose information to witnesses to gather more information from them. SHOs must keep agency General Counsels updated for reporting purposes and for investigation support purposes. SHOs also may have to disclose criminal conduct or threats to law enforcement. SHOs should not make pledges of total confidentiality.

C. Investigative reports are confidential, highly private, and deliberative and shall not be released without a court order. Neither the complainant nor the alleged harasser shall be provided with a copy of the investigative report.

D. SHOs, the agency, and MOLC shall take all reasonable steps to ensure that no information contained in the complaint file is disseminated except in furtherance of the investigation; for entry into E-risk or another risk management system; to assist in resolution of the allegations; as necessary for execution of any consequences stemming from the investigation; when lawfully released; or when required by court order.

IX. TIMELY FILING AND STATUTE OF LIMITATIONS

Complaints of sexual harassment shall be reported as promptly as possible. Agencies should investigate alleged acts of sexual harassment beyond the legal statute of limitations, or deadlines otherwise provided by regulation or collective bargaining agreement, taking into consideration the sensitive nature of the alleged offense, the pressure the complainant may have felt not to report the conduct, when the victim became aware of behavior that was not immediately apparent, or a pattern of harassing behavior that developed over time. Some remedies or sanctions may be unavailable due to delays in filing, but even delayed investigations may yield information to the agency in its ongoing efforts to prevent and remediate sexual harassment or may add to the credibility of similar, future allegations should a pattern emerge of allegations against a particular person or practice.

X. RECORDS

A. Agencies shall maintain records of complaints and investigations conducted for three (3) years from the date of the complaint.

B. For each fiscal year, each agency shall track how many complaints of sexual harassment were made by the agency's employees; were made about its agency employees by customers/clients of the agency; grantees or contractors of the agency, and how many complaints were made of sexual harassment of the agency's employees by customers/clients, grantees or contractors, or members of the public during the agency's duties.

C. In addition to the number of complaints, agencies shall track how many matters were investigated; were resolved by mediation; were substantiated; were deemed unsubstantiated; resulted in administrative or disciplinary action against one or more individuals determined to have violated this Order or sexually harassed the complainant; have resulted in legal action; have resulted in a settlement (including the amount of any financial settlement); and how many are pending. Pursuant to the Sexual Harassment Data Collection Act, annual fiscal year data required to be produced under D.C. Official Code § 1-546.02 shall be transmitted to the Office of Human Rights on or before October 15 of each year.

D. Centralized reporting, however, should be ongoing, and agencies are directed to submit such interim, monthly, or quarterly reports as may be requested by DCHR, the MOLC, OHR, or the Sexual Harassment Task Force, and to enter incidents into E-Risk as directed.

E. Any warnings to an employee(s) to halt a particular type of behavior – whether generally or as to a particular employee(s) – shall be recorded and transmitted to the agency's human resource office and to the Mayor's Office of Legal Counsel. In the context of addressing complaints of sexual harassment, any other interventions made for an employee, customer/client, grantee or contractor shall also be recorded, whether or not they arose from an informal counseling session, a complaint of sexual harassment, a complaint regarding behavior in a dating, romantic, or sexual relationship, anonymous report, or any other means.

XI. CONCURRENT REMEDIES AND JURISDICTION

A. Non-Exclusivity of Remedies

This policy is intended to supplement or be an alternative to other processes that allow persons to complain of sexual harassment. The procedures established by this Order are separate and distinct from other options persons with grievances relating to sexual harassment may have, through the Office of Human Rights, the Equal Employment Opportunity Commission, any grievance procedure available under their collective bargaining agreement, ethics complaint and investigation processes administered by the Board of Ethics and Government Accountability, or any other statutory or regulatory complaint process. Filing a complaint under this Order does not stay or delay any filing deadlines in any other forum.

B. Filing a Formal Complaint with the Office of Human Rights

In addition to pursuing action within the agency, an alleged victim of sexual harassment, or a person acting on the victim's behalf with or without the victim's consent, may report a sexual harassment claim within one year of the alleged harassment or its discovery to OHR using its Intake Questionnaire Form. EEO counseling is not required prior to the filing of a complaint with OHR.

C. Filing a Complaint with the Equal Employment Opportunity Commission

Some complaints may fall within the jurisdiction of the federal Equal Employment Opportunity Commission.

D. Relationship and Remedies under Negotiated Grievance Claims

Filing a report or complaint under this policy does not satisfy the requirements for filing a negotiated grievance and obtaining remedies under a collective bargaining agreement, nor does the complaint under this Order delay the

time limits for initiating such a procedure. To pursue a negotiated grievance claim, the employee should file a grievance in accordance with the provisions of the applicable collective bargaining agreement.

E. Criminal Remedies and Referrals

1. Where there is an allegation of criminal misconduct, including for example, sexual assault, kidnapping, stalking, or a threat to do bodily harm, the agency may, after consulting its General Counsel, place the victim and/or the alleged harasser on administrative leave with pay pending final administrative resolution of the complaint or any criminal proceeding.

2. The complainant at his or her choice may report the alleged criminal violation to a law enforcement agency, including the Metropolitan Police Department ("MPD"). Where a criminal violation occurred, the agency shall recommend discipline of the perpetrator up to, and including, termination.

3. While it is generally the alleged victim's decision to report sexual harassment offenses for possible criminal prosecution, if during an investigation the agency uncovers evidence of ongoing crimes (such as sexual extortion of beneficiaries of government services) or criminal activity collateral to or extending beyond the reported allegations of sexual harassment, such as gun-related offenses, the agency shall notify law enforcement.

F. Crime Victim Hotline

The agency shall also remind complainants of sexual assault or other possible crimes of the existence of the DC Victim Hotline. The hotline, 1-844-443-5732, is available 24/7 by telephone, text, or online chat to seamlessly connect victims of crime to free resources to help them navigate the physical, financial, legal, and emotional repercussions of crime. Through the hotline, victims may be matched with an advocate who can help them decide whether to pursue a matter through the criminal justice process.

G. Courts of Law

This Mayor's Order is directed towards preventing and remedying sexual harassment in District Government operations and it does not preclude complainants from obtaining counsel and pursuing any remedies they may have in courts of law. The options discussed in this Order do not constitute legal advice; deadlines for filing, procedures, and substantive offenses or remedies may change over time.

XII. APPLICABILITY OF PERSONNEL RULES

Any proposed personnel action instituted under this Order is subject to the regulations set forth in the District of Columbia Personnel Manual at Title 6B of the District of Columbia Municipal Regulations.

XIII. SEXUAL HARASSMENT TASK FORCE

A. There is hereby established the Sexual Harassment Task Force as an internal task force comprised of representatives of the Office of Human Rights, the Mayor's Office of General Counsel, the Department of Human Resources, the Assistant City Administrator, and the Mayor's Office of Legal Counsel, as designated by the head of each office, and such other individuals as these members may invite to serve as additional members of the task force. The task force shall meet from time to time to develop and advise on trainings, make recommendations about needed policies, review draft regulations, and otherwise take action or recommend measures to fulfill the intent of this Order: including to reduce the incidence of sexual harassment, train employees on what to do when faced with inappropriate workplace conduct, including harassment, and provide additional, effective procedures for addressing inappropriate conduct of a sexual nature. The task force may invite experts and other individuals to participate in the meetings and deliberations of the task force.

B. The Sexual Harassment Task Force shall, no later than May 1, 2024, make recommendations in the following areas and shall provide such recommendations to the appropriate agencies with authority to carry out the

recommendations or make final decisions regarding them. The recommendations need not be in the form of a report and may remain deliberative discussion items until finalized and accepted:

1. Communications to District Government employees about the District's sexual harassment policies;

2. Updates to required trainings for SHOs and agency General Counsels;

3. Recommendations for building a workplace free from sexual harassment;

4. Any recommended adjustments to prohibitions and disclosures regarding dating, romantic, and sexual relationships; and

5. The performance and progress by the agencies named in this Order in completing the responsibilities assigned to them.

XIV. SUPERSESSION

This Order supersedes Mayor's Order 2017-313 and any other provision of a previous Mayor's Order or practice pursuant to that Mayor's Order, to the extent of any inconsistency.

XV. EFFECTIVE DATE: This Order shall become effective November 10, 2023.

_____

MURIEL BOWSER

MAYOR

ATTEST: _____

KIMBERLY A. BASSETT

SECRETARY OF STATE OF THE DISTRICT OF COLUMBIA

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DHCD

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director		3/17/25
2. Chris Earley, Deputy Director		~~3/13/25~~ 3/13/25
3. Julia Wiley, General Counsel		3/13/25
4. Bill Winston, Associate Director of Community Services		3/13/25
5. Ernest Merchant, Program Analyst		
6.		

SUBJECT:

Director's Comments:

Action

APPROVAL	CIRCULATE	CORRECTION	FILE	FYI	INVITATION	MEETING	SIGNATURE
☒	☐	☐	☐	☐	☐	☐	☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Housing Counseling Services, Inc.- NBAP FY25 Housing Services $2,010,000.00

Grant 2025-04

Originating Office

FROM:E. Merchant	TELEPHONE NUMBER:
DATE:3/13/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE: OFFICE OF THE DIRECTOR MAR 17 '25 PM2:37

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

MAR 17 2025

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Ernest Merchant
Program Analyst

Date: March 13, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Housing Counseling Services, Inc.**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$2,010,000.00**
ATTACHMENTS:	**FY25 Grant Agreement #2025-04** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

DISTRICT OF COLUMBIA.

COMMUNITY SERVICES
HOUSING COUNSELING SERVICES

GRANT AGREEMENT

BY AND BETWEEN
THE DISTRICT OF COLUMBIA
AND

HOUSING COUNSELING SERVICES INC.

This Grant Agreement ("Grant" or "Agreement"), is made effective as of March 13, 2025, ("Effective Date"), by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the D.C. Department of Housing and Community Development (hereinafter referred to as "Department," "DHCD" or "Grantor") and Housing Counseling Services, Inc., a District of Columbia non-profit corporation Grantee [DUNS No. Unique Entity Identifier (UEI) NA6MQB4FM3C1] (hereinafter referred to as "Grantee") with its principal place of business at 2410 17th St NW Ste 100 Washington DC 20009. Grantor and Grantee shall be collectively referred to herein as the "Parties."

RECITALS

1. The Department with offices at 1909 Martin Luther King Jr Avenue SE, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975, D.C. Official Code§ 6-1001 *et seq.*, and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Department is authorized to fund community based non-profit organizations that provide housing counseling services for low- and moderate-income persons.

3. On June 7, 2024, the Department published a Notice of Funding Availability ("NOFA") in the D.C. Register, which announced the forthcoming issuance of the Fiscal Year ("FY") 2025 Request for Applications ("RFA") for the Neighborhood-Based Activities Housing Counseling Services Program ("HCSP"). The RFA was issued on June 21, 2024, that solicited applicants to provide services to District of Columbia ("District") residents as a part of the Department's HCSP. HCSP includes Public Services ("PS"), and Non-Public Services ("NPS") as defined in Section I herein. U.S. Department of Housing and Urban Development ("HUD") approved counseling agencies employing one or more certified HUD counselors are eligible to provide both PS and NPS services, while organizations which do not have HUD approval status may provide PS services only. The RFA included an opportunity for applicants to provide one or more of seventeen (17) services listed in the RFA. These services include HUD-approved counseling in keeping with 24 CFR 5.100 and related Federal regulations (in 2 CFR Part 200, and 24 CFR Part 214) as well as services related to local DC programs which are administered by the Department. The RFA and the requirements set forth therein are also incorporated by reference herein.

4. The Grantee's RFA application demonstrates that its organization possesses project management, and organizational and administrative capacity to successfully perform as a nonprofit grant subrecipient under the Department's HCSP, and accordingly DHCD has determined to award a grant to the Grantee in FY 2025 ("25" or "2025").

5. The Grantor proposes to fund HCSP grant activities in FY 2025 from its allocation of Community Development Block Grant ("CDBG") funds authorized by Title I of the U.S. Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), 24 CFR Part 570.

6. As a condition precedent to disbursement of the Grant proceeds to Grantee for the sole and exclusive purposes described in Exhibit A (which includes the "Statement of Work" and the approved "Workplan", both attached hereto and made a part hereof), the Department requires that Grantee enter into this Agreement setting forth the terms and conditions of the Grant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are hereby incorporated by reference and made a part hereof.

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Section I. Definitions.

A. As used herein, the following terms shall have the meanings indicated:

a) **Fiscal Year**: All references to Fiscal Year(s) ("FY") herein refer to the District Government fiscal year which is October 1st to September 30th
b) **Neighborhood Revitalization Strategy Area** ("NRSA") refers to the HUD approved areas of Wards 7 and 8 which have been designated as strategic areas for revitalization. Services to Ward 7 and Ward 8 regardless of whether Public Service or Non-Public Service, attributed to the NRSA.
c) **Non-Public Services** refers to 24 CFR 5.100 counseling services provided to clients in connection with the purchase of a specific home. All other 24 CFR 5.100 counseling is Public Service.
d) **Public Services** refers to all other services and may include group training and/or one on one counseling.
e) **Performance Periods**: The Performance Period is defined as the start date and end date for which Grant funds are awarded to execute an approved Workplan and Statement of Work in keeping with the RFA for FY 2025. (See Section IV below.)

Section II. Exhibits.

The Exhibits listed below and the terms and conditions of the same are incorporated herein and made a part of this Agreement.

A. Services to be Provided
- Statement of Work
- Section 3 from the FY 25 RFA: Services
- Workplan as approved by the Grantor

B. Budget
- Schedules A (3-1) and A (3-2) for the First Performance Period

C. Required Reporting Forms
- Monthly Performance Report on group trainings/orientations/workshops and one on one counseling (in connection with the Statement of Work and Workplan), as well as reports on DHCD certificates issued, outreach and marketing activities, and upcoming group trainings.

- Quarterly Beneficiary Data and Demographics for each of the following (a) PS, (b) NPS, and (c) NRSA activities.
- Quarterly Language Access Report (Optional)
- Quarterly Banking Report (as applicable)
- Quarterly Procurement Report (as applicable)
- Quarterly Submission of Minutes of Board of Directors Meetings

D Method to determine Client Eligibility for Services
E Budget Modification Form
F Drug Free Workplace Certification
G Service Area Eligibility
H Insurance Requirements
I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Section III. Grant Award

A. The Department shall make a Grant of the District's CDBG Entitlement Grant Federal Award No: B-24-MC-11-0001 ("CDBG Federal Award") to Grantee in an amount not to exceed Two Million Ten Thousand Dollars and No Cents ($2,010,000.) (the "Grant") and is allocated as follows:

Sources and Uses of Funds:

Public Service ("PS") [CDBG EN]	$ 1,024,810.56
Non-Public Service ("NPS") [CDBG EN]	$ 315,189.00
NRSAs Ward 7 and Ward 8 [CDBG EN]	$ 670.000.44
TOTAL CDBG [EN]	$ 2,010,000.00

Notwithstanding the source of funds designated above, the Grantor reserves the right to provide funding from another source(s). In all instances, applicable Federal and District laws and regulations shall apply regardless of the funding source. The Grant award shall be used to fund a range of services which HUD has defined as Housing Counseling Services: Public Services and Non-Public Services by a HUD Approved Counseling Agency ("HCA").

The specific Grant activities are described in Exhibit A (attached hereto) which includes
(a) the Statement of Work,
(b) Lines of Services - Section 3.2 of the Request for Applications (RFA), and

(c) The approved Workplan
(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

C. The Grant services will benefit low-and-moderate income persons living in the District of Columbia. In keeping with recent Presidential Executive Orders, Grantees should only use grant funds for US citizens and should maintain such documentation to prove citizenship.[17]

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as Exhibit B. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.

D. The Catalog of Federal Domestic Assistance ("CFDA") number is 14.218.

E. The Uniform Administrative Requirements for Federal Grants are applicable to this grant award and are available online at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1. Also, the Grantee must comply with the Community Development Block Grants regulations 24 CFR part 570 that govern this award and other related HUD regulations, which are incorporated herein by reference.

Section IV. Grant Term and Periods of Performance

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2025. During this term, there are two Performance Periods. The First Performance Period is the Effective Date to September 30, 2025. The Second Performance Period is October 1, 2025, to December 31, 2025.

Funding for each Performance Period is in the sole discretion of the Grantor and requires meeting all due diligence requirements prior to award.

[17] Examples of such document may include copies of unexpired state issued Real ID identification or driver's license, unexpired US passport or US passport card, active duty Military ID, current Green Card or Naturalization documents with state issued photographic identification.

The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of Grant funds or other Grant assets.

Section V. Statement of Work/CDBG Eligible Activities/Eligible Costs/Business Operations

A. CDBG Eligible Activities

1. Grantee shall use the CDBG Grant proceeds solely to fund Grantor-approved service activities that are intended to provide services and empower low- and moderate- income persons in the District of Columbia to make informed housing choices and achieve their housing goals, whether it's finding affordable rental housing, purchasing a home or obtaining financial assistance for critical home repairs.

The best way to provide this critical information to a client in order to assist them in their decision-making process is to adhere to 24 CFR 5.100[18] [in which a HUD certified counselor conducts (1) intake (2) financial and housing affordability analysis with affordability calculation (3) an action plan and (4) follow-up counseling to implement the action plan and achieve its stated goals].

The Grant services to be provided are described in Exhibit A. This description includes the major tasks, activities and project deliverables to be provided under this Grant. The Grantor reserves the right to alter or change the District of Columbia program requirements including eligibility, services provided, service methodology, service delivery and program goals during the performance period.

The proposed Grant activities are CDBG eligible activities pursuant to 24 CFR 570.201(e).

2. Grantee shall sponsor outreach events that inform the community about the Grant activities and participate in other community events as requested by Grantor.

[18] 24 CRF 5.100: "Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling."

3. The Grantee must retain records which demonstrate that each activity funded under this Grant is CDBG eligible and document the amount of CDBG funds expended for each activity. This includes the activity itself, the outcomes, and the records concerning beneficiaries in keeping with subsection (B)(2) below receiving services. Any authorizations needed together with beneficiary statistical information should be obtained by the Grantee during intake or registration. HUD does not grant exceptions or authorize the District to make exceptions to this requirement.

B. CDBG National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention of slums or blight; 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. The Grantee certifies that the CDBG-assisted activities to be carried out under this Agreement will meet the National Objective of primarily benefiting low- and moderate-income persons (limited clientele activities) in accordance with Federal and District Requirements. The minimum threshold requires that at least 51% of the households served with CDBG funding must be low- and moderate-income households; provided however, that a Grantee whose application claimed additional scoring points for agreeing to provide Grant services to more than 51% low- and moderate-income beneficiaries, must adhere to the percentage they elected in their application.[19]

In accordance with the Grantee's election in their Application for a grant award and for receiving additional points in scoring, the Grantee has agreed to exceed the minimum requirement and to serve at least 90% low- and moderate-income beneficiaries.

Note: This percentage cannot be decreased as it was used for scoring in a competitive round of funding.

4. The Grantee shall disclose to any client that services are provided free of charge by a Grant funded by DHCD using Federal funds and therefore the Grantee has certain reporting

[19] In responding to the RFA published June 21, 2024, applicants were given the opportunity to receive additional points in scoring for committing to exceed the CDBG minimum threshold to either a 75% minimum or a 90% minimum.

requirements in order to provide the Grant services free of charge. The Grantee shall use appropriate forms to obtain a client authorization, as required, to comply with the terms of this Agreement and to meet HUD reporting requirements,

C. Staffing

Where HUD requires services are to be provided by a Certified HUD Housing Counselor, the Grantee shall comply with that requirement and not permit services reserved to HUD certified counselors to be provided by others.

To the extent applicable, Grantee agrees to secure the services of qualified personnel that are licensed and bonded in the District of Columbia to perform the CDBG Federal Award activities and services listed in Exhibit A.

Any changes in personnel or their general Grant responsibilities as set forth in Exhibit A are subject to the prior written approval of DHCD. In this regard, it is essential that the Grantee immediately report terminations and proposed new hires to the Grantor.

D. Business Operations

1. Grantee shall observe business hours of operation onsite in their service location(s) that align with District Government hours of operation specifically Monday through Friday 9:00 am to 4:30 pm (DC holidays excepted)[20] and shall ensure that sufficient staff are on site at Grantee's place of business to carry out Grant services.

2. During the hours of operations, Grantee shall have live answered telephones for incoming calls. If the Grantee's phone system utilizes an auto-attendant function or voicemail, announced option to the caller must include an option to press a certain key (such as "0" for an Operator) to be connected to a staff person in real time who can answer and field questions, redirect a caller to a staff person who can address a caller's inquiries, or provide registration information. DHCD and other DC agencies such as the Office of the Attorney General may check Grantee's compliance with this requirement from time-to-time.

[20] DC Holidays include New Year's Day, Dr. Martin Luther King, Jr. Holiday, Washington's Birthday, DC Emancipation Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Day.

E. Grantee may offer clients virtual appointments as well as virtual group informational or educational activities, but Grantee shall also provide clients an option for in-person services (including both in-person one on one appointments as well as some in-person group informational or educational activities.) The Grantee shall not refuse in-person services to DC residents.

F. Housing Resource Center (HRC) and Late Night Hours: As required by the RFA, "Applicants selected for the award shall participate (in a regular rotation) in staffing onsite at the Department's Housing Resource Center (HRC). The HRC provides services to DC residents by appointment and walk-ins." The HRC is located in the Grantor's offices at 1909 Martin Luther King Jr Av SE. The HRC coordinator, in conjunction with the Associate Director for Community Services, will develop a schedule in consultation with Grant subrecipients for staffing the HRC on a rotating basis on weekdays.

RFA applicants were awarded additional points in their score by committing to "Extended Office Hours." The options included providing office hours until 7:00 pm at least one (1) day a week in their office location and/or until 7:00 pm at least two (2) days a month in the HRC.

In accordance with the Grantee's selection in their Application for grant award and funding, the Grantee has committed to serve Extended Office Hours Extended Office Hours until 7:00 pm one (1) day a week in their office and one (1) day in the HRC.

Section VI. Disbursement/Required Support Documentation

A. <u>Reasonable, Allowable, Necessary, Allocable</u>

1. Grantee may request reimbursement for actual expenses incurred to provide services and as described in the Grant Budget (A 3-1 and A 3-2). Requests must meet all four criteria: reasonable, necessary, allowable, and allocable. (2 CFR 200.305)
   a. ***Allowable costs.*** Reimbursements are limited to the expenses directly related to activities supported by the grant activities and are subject to the regulations of the Federal and District Governments. Expenses related to activities should be necessary, reasonable, allowable and allocable.
   b. ***Limitations on allowable costs***. A grantee may not use an indirect cost rate to determine allowable costs under its grant.
   c. **Some *Unallowable costs.*** Expenses that are not allowable include (but are not limited to) sales tax, late fees, debts, tips & gratuities, food, alcohol, controlled substances, cash reserves or investments, money given to individuals (including

donations, grants or loans), contributions to organizations, costs of fundraising, fund development, grant writing, advocacy, lobbying, and purchase of goods or services for personal use or benefit.

2. In addition, Grantee must demonstrate to the reasonable satisfaction of the Grantor that Grant performance milestones have been achieved. All requests for payment of eligible expenses shall be associated with the budget line items specified in Exhibit B (Budget Schedule A (3-1), estimated cost invoices and satisfactory Grant performance.

3. Grantees may not be reimbursed for expenses paid through Cash app or other similar peer-to-peer payment platforms, since such platforms create issues for recordkeeping, auditability, and compliance with grant regulations.

4. The Grantee shall not supplant funds or seek reimbursement for expenses that may be reimbursed by another grant (Federal, District, or private) either prior to or subsequent to reimbursement by the Grantor.

5. The Grantee must have the capacity for bookkeeping and accounting services required to track Grant expenses and create payment requests in keeping with Federal and District requirements, either on staff or by a third-party contractor.

6. The Grantee shall create and submit payment requests in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the Grantee to create and submit invoices by selecting the applicable purchase order number which is listed on the Grantee's profile.

7. All Grantees must be registered in the portal prior to invoice submission. The vendor portal website is **https://cfo.dc.gov./supplier_portal**. Please log onto the portal for further details and instructions. Questions can be submitted to **suppliers@dc.gov**.

B. Form of Submission of Payment Requests

1. The cover sheet to the reimbursement package must be the 30A Form of the Department [RCSD DHCD 306A Revised October 2024]. No other cover sheet is needed. This form should contain the Purchase Order Number, the IDIS Number, and the Partial Payment Number in accordance with Department's guidelines.

Payments requests are contingent upon certification by the Grantee in the following form as contained on the 306A (RCSD DHCD 306A Revised October 2024). The Certification is to be made by the chief executive officer, or the chief financial officer or the chief operations officer if the Governing Board has authorized this officer to act on behalf of the board to sign.

"I certify that all items, quantities and prices of work and material shown in the requisition are correct to the best of my knowledge and belief. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information , or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812." (2 CFR 200.415)

2. Page 2 and Page 3 shall be the Reimbursement Request A 3-1 and A 3-2.

3. Page 4 shall be the Invoice Cover Sheet with:
   a. A unique identifier (e.g. a row number or brief alphanumeric code) shall be assigned by the Grantee to non-personnel invoices and with the same unique identifier marked on each and every supporting document (e.g. receipt, proof of payment, cancelled checks, contracts, scopes of works, services rendered, vendor statement or document, Grantee's notes) submitted. The unique identifier shall be listed on the invoice cover sheet.
   b. Vendor's name
   c. Remittance address
   d. Invoice number
   e. Invoice date
   f. Contract number (also known as Grant Number)
   g. Purchase order number (if any)
   h. Invoice Amount
   i. The Amount which the Grantee is requesting reimbursement
   j. Quantity of goods/services delivered. Deliverables. Shipping and payment terms
   k. Other substantiating documentation that justifies and supports the payment request.

4. Page 4 and subsequent pages as needed shall include the supporting documents for the reimbursement request including signed timesheets, payroll reports, invoices from vendors marked as described above. (See Section E below.)

C. HUD Related Requirements

1. Federal regulations require that reimbursement under the Grant is tied to (a) beneficiary data reporting and (b) program performance. Failure to meet reporting deadlines for performance and/or beneficiary service data will suspend temporarily the processing of Grantee payment requests. Staff unavailability does not waive the requirement to meet reporting deadlines, and Grantee shall ensure that adequate staff are trained or cross-trained to prepare and submit reports timely.

2. The Grantee should be aware that HUD maintains an *Integrated Disbursement and Information System* ("IDIS"), a database in which the Grantor must make reports during the performance period on each Grantee's account. HUD flags subrecipient accounts when reporting is not provided by a deadline. Such a flag shall constitute a default. Multiple flags or failure to meet the conditions for HUD to remove a flag may result in suspension or termination in keeping with Section XII (C) of this Agreement.

D. Schedule for Submission of Reimbursement Requests

1. Requests for reimbursement shall be submitted in a timely manner by the date due. Failure to meet a deadline shall constitute a default.

2. On the 10th day of each month, the Reimbursement Request shall be for the prior month; provided however, the September reimbursement request must be submitted earlier in October on the date specified by the Office of the Chief Financial Officer of the District of Columbia, which is usually between the 5th and 7th day of October. *(Grantee may wish to use other funding sources for the late September payroll to facilitate meeting the deadlines.)*

3. In order to close-out the grant by September 30th, the October request should be the only request submitted in September.

4. The monthly schedule for submission is as follows:

Month	Due Date
March	April 10th
April	May 10th
May	June 10th
June	July 10th
July	August 10th
August	September 10th
September	October 5th or 7th as specified by the DC CFO
October	November 10th
November	December 10th
December	January 10th
January	February10th
February	March 10th

5. As applicable, expenses incurred pursuant to a project commitment in IDIS that has been approved by the Grantor and are otherwise eligible for reimbursement at the Grantor's sole discretion, may be reimbursed, regardless of when those expenses were incurred.

E. Source Documentation

1. All costs and obligations incurred under this Grant Agreement must be supported by source documentation (e.g. invoices, receipts, contracts, canceled checks, etc.). Documentation may also include approved time distribution sheets and certified payroll reports for employees and contracts.

2. The Grantee must satisfy all documentary requirements to the reasonable satisfaction of the Grantor prior to the disbursement of Grant funds.

F. Requirements Applicable to Disbursed Funds/No Escrow

1. Grantee shall not escrow Grant funds. However, nothing shall prohibit the Grantee from supplementing funding for these activities from other sources including other grants, funders or donors.

2. Any cash advances disbursed pursuant to this Agreement must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate

cash requirements of the Grantee in carrying out the purpose of the Grant. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct Grant program or project costs and the proportionate share of any allowable indirect costs.

3. If at any time it is determined that more Grant funds are disbursed to Grantee than what was required by the Grantee's immediate disbursement needs, Grantee shall immediately return to Grantor the excess funds.

4. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations or fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee.

G. The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect cost rate, as further described in Section (C)(4) and Section (C)(5) (Reporting Requirements) below.

H. In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant proceeds within three (3) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant proceeds, unless another date shall be agreed to be the parties in writing. The Grantor reserves the right to recover such losses by any legal remedy available.

Section VII. Budget Modifications

A. Any amendments to the budget (change in the amounts specified in the individual cost categories set forth in Exhibit B). may be approved by the Grant Administrator, so long as the total amount of the budget is not exceeded.

B. Any increase in the total Grant amount must be approved by the Director of the Department. If the change is made at the request of the Grantee, the request shall be in writing dated and shall be submitted on a Budget Modification Form, attached hereto as Exhibit E.

1. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and dated using the appropriate excel format or the appropriate online portal if available.

2. The Grantee shall make modification requests by June 1st, to allow sufficient time for processing prior to the start of the fourth quarter of the fiscal year. No more than two modifications may be required in the performance period. Requests for modification to the budget shall not be approved after June 1, 2025, except for extenuating circumstances specified in writing, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion.

3. The Department will not approve reprogramming of personnel funds for positions not filled in compliance with this Agreement and Grantee's personnel policies submitted to Grantor. If at any time DHCD requires a more detailed budget breakdown than the one contained herein, the Grantee shall provide such supplemental budget information in a timely fashion and in the form and content prescribed by DHCD.

Section VIII. Conditions Precedent to Grant Closing and Grant Disbursement

Grant closing shall mean the date on which Grantee has satisfied all conditions precedent to execution to the satisfaction of the Grantor, at which time both parties have executed and delivered the Grant Agreement. No Grant proceeds shall be disbursed prior to Grant closing.

The following conditions must be met prior to Grant closing:

A. Eligibility Determination. Determination by the Grantor that Grantee's proposed Grant activities meet eligibility and national objective requirements specified by the CDBG Program regulations at 24 CFR §§ 570.200 through 570.209. Grantor has determined that the proposed Grant activities are eligible for CDBG Program funding pursuant to 24 CFR 570.201(e) (provide housing counseling services to low- to moderate-income households).

B. Environmental Clearance. Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historic preservation reviews, and HUD has issued an approval of the release of funds.

C. Due Diligence Submissions. The following items must be delivered to DHCD for approval prior to Grant execution and Grant closing:

1. Articles of Incorporation, organizational by-laws and certification of nonprofit status.
2. Board/Corporate Resolution, memorializing
   a. the Grantee's intent to enter into this Agreement
   b. identifying the total Grant amount of the award
   c. identifying the Grant Number
   d. identifying the funding source(s) of the award, and
   e. identifying the authorized person by name and title who is authorized to sign on behalf of the corporation to enter into this Agreement.
3. Certificate of Good Standing
   a. issued by the DC Department of Licensing and Consumer Protection (DLCP)
   b. certified within 6 months of the Effective Date of this Agreement.
4. Certificate of Clean Hands
   a. issued by the DC Office of Tax and Revenue (OTR)
   b. certified within 90 days of this Agreement.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia to carry out the Grant activities.
6. Evidence that Grantee has obtained insurance, as provided in Exhibit H. If the renewal period for any insurance requirement occurs during the Grant performance period, the Grantee is required to submit to the Grantor evidence (Certificate Of Insurance) of insurance renewal to cover the remaining Grant performance period.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Effective Date.
8. An Affirmative Action Plan ("AAP") must be submitted by the Grantee for review and approval by the District prior to Grant execution and the disbursement of any Grant proceeds. The AAP shall be in a form to be determined by the District and must detail the Grantee's efforts to comply with the District's goals for achieving equal employment in District government contracts and set forth specific standards for the utilization of minorities in all job categories, as required by Mayor's Order 85-85 and District law.
9. Drug-free Workplace Certification (Exhibit F).
10. Debarment affidavit and verification confirming that Grantee is not debarred or suspended or otherwise excluded from or ineligible for participation in federal or District assistance programs under Executive Order 12549 or District law.

D. Opinion of Counsel. Grantee shall submit a written opinion of the Grantee's attorney, which states that the attorney has read the Grant documents and that the Grantee:

- Is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary.
- Has the full authority and legal right to carry out the terms of this Grant Agreement and all documentation required hereunder to be executed by Grantee; and
- Has taken all actions to authorize the execution, delivery and performance of this Grant Agreement and any documents required to be executed in connection with the Grant according to their respective terms

The Opinion shall further state that none of the aforesaid actions, undertakings or agreements violate any restriction, term, condition or provision of the Grantee's organizational documents or any contract or agreement to which Grantee is a party or by which it is bound. The Opinion must identify the Grant Agreement by name and Grant number, and the counsel must specifically identify the documents upon which the Opinion is based.

E. Current on District Obligations. Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant, including all local taxes and charges affecting Grantee's business.

F. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Proceeds, including, but not limited to the Council of the District of Columbia and the Chief Financial Officer of the District of Columbia.

G. Clearance Approval issued by the DHCD Office of Program Monitoring.

Section IX. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. The Grantee shall cure all report deficiencies identified by the Department and resubmit for approval by the Grantor within 14 calendar days of the notification. The requirements of monthly and quarterly reports [VII.(A) and (B) are in Exhibit C.]

A. Monthly Reporting

Monthly Performance Reporting. The Grantee shall use the online reporting portal provided by the Grantor and shall provide a complete performance report by the 10th day of each month reporting on Grant activities, accomplishments and performance of the prior month. Failure to submit the report by the tenth day of the month following the end of each

month shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

B. Quarterly Reporting

On the 10th day of January, April, July, and October, the following quarterly reports for the previous three months shall be due and provided by the Grantee in the form and method required by Grantor:

1. Quarterly Report on **Beneficiary Data and Demographics** (separate reports for PS, NPS and NRSA).

2. **Banking Report** (as applicable)

3. **Non-expendable Equipment Inventory Report** (as applicable) (the purchase or lease of non-expandable equipment). The purchase of all computer equipment must have prior approval from the Department.

4. **Procurement Report** (as applicable).

5. Copies of the **Minutes of the Board of Directors** meetings, which took place during the previous quarter; and

6. **Language Access Report** (optional) – If services are provided in languages other than English, we encourage a language access report to be made.

Failure to submit any or all Quarterly Reports by the tenth day of the month following the end of a quarter shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

C. Additional Report Requirements

The following reports are due to the Department within the timeframes indicated below. If these documents were previously submitted, they must be updated and resubmitted.

1. Fringe Benefits Report

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects funded from the proceeds of this Grant shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefits rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the change. The report shall be submitted to DHCD within fifteen (15) days of Grant execution.

The fringe benefits rate for any personnel costs funded by this Grant shall not exceed 20% of the base salary rate indicated in Schedule A Form A (3-2) of the budget (Exhibit B).

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to the date of the Offer Letter.

All personnel costs approved under this Grant Agreement must be filled within ninety (90) days of Grant execution or within ninety (90) days of the vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than ninety (90) days, whether intermittent or consecutive, at any time during the Grant period may result in the loss of funds for the position.

Grantee must submit transcripts of training or continuing education for individual staff and counselors to the Grantor.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with CDBG funds, in accordance with the requirements specified in 2 CFR Part 200 (Exhibit D). The property inventory list must include, at a minimum, a short

description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

a. The Grantee shall submit a budget and Cost Allocation Plan showing its direct and indirect costs and the allocation of such costs to the Grantee's activities, including the administration of the activities and services provided under this Agreement. The plan must show all allowable and unallowable costs and how such costs are included in the direct and indirect costs in accordance with 2 CFR Part 200.

b. A current Cost Allocation Plan must be submitted no later than thirty (30) days following Grant execution.

c. The Cost Allocation Plan must include all sources of funding for the Grantee, including this, Grant and to which program/cost centers each source has been applied using the Grantee's chart of accounts (referencing individual budgetary line items).

The Grantee must provide:

i. the total amount of funding from each funding source,
ii. the total staff employed by the Grantee, regardless of funding source, staff allocation per grant/program and the estimated percentage of time spent per grant program.

d. As required by HUD, the Cost Allocation Plan is subject to approval by the Grantor. The Grantee shall cure any defects or omissions in the Cost Allocation Plan within 60 calendar days of the notice to cure.

e. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. The waiver request must detail the reasons for the waiver request and include a copy of the relevant audited financial statements.

f. Claims for reimbursement of documented Grant expenses shall comply with 2 CFR Part 200 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.

5. Indirect Cost Rates

a. Grantees may request reimbursement for indirect costs based on their Cost Allocation Plan. The Cost of Allocation Plan must be reviewed and approved by the Grantor. The Grantee is required to keep records of the expenses charged to the Indirect Cost Rate for monitoring and close-out.

Grantees with Indirect Cost Rates are required to use their indirect cost rate. Grantees with provisional rates must demonstrate the rate is not expired or that it is currently used by a Federal Agency in awarding Federal funds to the Grantee during the current Fiscal Year. Other Grantees may use the Federal *de minimis rate* of 15%. In either case (*De Minimis rate* or Federally Approved rate), Grantee shall maintain records (available during monitoring, or close-out or upon request) indicating which costs in the cost allocation plan and the dollar amount have been attributed to the Indirect Cost.)

Indirect cost rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with supporting documentation. DHCD will not make adjustments to indirect cost rates after June 1st.

The Grantor does not issue or award Indirect Cost Rates.

Grantees who wish to obtain a Federally authorized Indirect Cost Rate are encouraged to contact the "Cognizant Agency" which is the US Department of Health and Human Services.

b. For all personnel costs funded under this Agreement, Grantee must maintain documentation for use of indirect cost funding and provide the same when requested for verification of expenditures in keeping with the approved cost allocation plan, including, but not limited to cancelled checks, employee signed and supervisory approved employee time sheets, invoices and bank records.

c. Expenses charged to an indirect cost rate must be accompanied by and cross-referenced to and reconciled with an independent audited financial statement, which accounts for all (grant funded and non-grant funded) activities by the Grantee during the fiscal year in which the indirect cost rate is based.

6. Organizational Audit

Grantee must submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year.

Note to All Grantees: All Grantees must ensure their financial records are available for review or audit by appropriate officials of the Federal Government and the District Government.

7. Auditor's Management Letter.

Grantee shall submit an auditor's Management Letter to the Grantor at the time it submits the annual audit.

8. Procurement Policy. Accounting Policies and Procedures. and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution, the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of the Grant. These policies and procedures shall be in accordance with the requirements of 2 CFR Part 200. The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

If the Grantee has previously submitted these documents, and the documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a certified statement (the "Re-certification Letter") to the Grant Administrator indicating when the most current document was submitted to the District and certifying that no changes to these policies and procedures have since been made.

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D. Summary of Report Deliverables and Receipt Due Dates:

	Report	**Receipt Due Date**
1	Monthly Performance Report	No later than the 10th day of each month
2	Quarterly Beneficiary Data	No later than January 10th, April 10th, July 10th and October 10th – a separate report for each use: PS-NPS-NRSA
3	Language Access Report (Optional)	No later than January 10th, April 10th, July 10th and October 10th
4	Fringe Benefits Report	Within 15 days of Grant execution
5	New Hires/New Employees Information (Job Description & Resume) HUD certificate if certified counselor	10 Days prior to the Offer Letter of Employment being sent to the candidate
6	Notice of Vacant Position	Within 10 days following the vacancy
7	Non-expendable Equipment Report	Within 15 days of Grant execution and quarterly thereafter
8	Procurement Policies and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
9	Accounting Manual and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
10	Cost Allocation Plan (based on and tied to the most recent audit)	Within 30 days of Grant execution
12	Independent Financial Audit	Within 90 Days of the Close of the Grantee's Fiscal Year

	Report	Receipt Due Date
13	Single Audit Report (if applicable)	Within 30 Days of submission to the Federal Audit Clearinghouse
14	Auditor's Management Letter	Submitted with the submission of the Audit
15	Requests to revise Budgets and/or Workplans	Prior to the 1st day of June
16	Grantee's Close-Out Report (Section XV.) Inventory Report & Annual Report	Within 90 Days of the end of the Term of the Grant.
17	HUD 9902	Within 30 Days of Submission to HUD
18	HUD Monitoring Report	Within 30 Days of Receipt from HUD monitor or the HUD intermediary monitor.

Section X. Accounting/Audit Requirements

A. Accounting System

1. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in Exhibit B.

2. Accounting records should be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.

3. Any funds provided to the Grantee or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest-bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

Grantee shall submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year, contingent on the following:

1. Grantees receiving an aggregate of $1,000,000 or more from all funders in Federal funds must in accordance with Federal regulations obtain an independent audit (Single Audit Act of 1984 , Single Audit Amendments Act of 1996, and 2 CFR Part 200). A standard audit may be supplied pending the completion and submission of the Single Audit.

2. Grantees:
   (a) Required to be audited by any State or political subdivision(s) thereof (whether by statute or regulation) or
   (b) Who conduct an audit to submit to any government or private funder, or foundation or corporate funder or
   (c) Whose governing body or senior management obtains an audit,

   shall be required to submit that audit to the Grantor upon receipt of the same.

If the Grantee is not audited in accordance with (1) and (2) above, the following shall apply:

3. A Grantee whose corporate entity receives or expends less than $999,999 as reported to the Internal Revenue Service in the 990 Tax Return without amendments, deletions or summarized details must file with the Grantor a financial report prepared by an independent Certified Public Accountant and certified by the same that contains:
   - income statement or Statement of Activities,
   - balance sheet or Statement of Financial Position,
   - statement of Functional Expenses by program or cost centers such statement to break out separately the Grantor's funding by Grantor's program(s) separately from all programs or cost centers used.
   - statement of cash flows, and
   - independent review and certification of the financial statements including a review of the management's financial internal controls.

   In addition, the nonprofit organization must file a biennial audit that covers both years within a biennial period. See 2 CFR Part 200, Subpart F.

4. The Grantee shall fully clear any deficiencies noted in the audit reports within sixty (60) days after receipt by the Grantee.

5. . Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default of this Grant and may result in the withholding of future payments and/or debarment from participation in future Grants.

Section XI. Grant Administration

The Grant Administrator is:

William Winston
Associate Director for Community Services
DC Department of Housing and Community Development
1909 Martin Luther King Avenue SE, Room 304
Washington, D.C. 20020.

The telephone number is (771) 208-9628. All concerns regarding the technical implementation and interpretation of this Grant are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line-item changes and terms) where there is no dollar increase.

Section XII. Repayment of Grant Funds/Grant Performance Monitoring Default and Remedies

A. HUD Monitoring

The Grantee is subject to monitoring by HUD and agrees to provide all required information, data, records, files including client files, case notes, correspondence and emails, reports, beneficiary data, performance data, financial records, supporting documentation, to satisfy HUD monitoring. Notwithstanding the date of a finding by HUD, should HUD make a finding, the Grantee shall be responsible to cure the defect, and should HUD require repayment of Grant funds for any reason to the Federal Government, the Grantee shall be responsible for repayment in the amount specified by HUD. Repayment shall be made to the District of Columbia and by the District to the Federal authority in satisfaction of the HUD requirement. HUD monitoring is not confined to the performance period but extends through the record retention period provided in Section XV.

B. Grant Performance Evaluation

1. DHCD will monitor the performance of the Grantee to ensure that the goals and performance standards stated in the Statement of Work and Work Plan and RFA are being achieved according to schedule and within budget.

2. All records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. Grantee shall make timely submission of all information and/or records requested by DHCD or HUD to assess performance under the Agreement.

C. Suspension or Termination of Grant Assistance

1. In accordance 2 CFR 200.340 and 200.341 and 200.343, suspension or termination of CDBG Grant assistance may occur according to the Default provision in subsection D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner.

2. If Grantee fails to correct the substandard performance within thirty (30) days after receiving written notice from DHCD, suspension or termination of this Agreement will be initiated.

3. In accordance with 2 CFR 200.340(a), suspension or termination of Grant assistance may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

Subject to any applicable notice requirement and right to cure, the occurrence of any of the following shall constitute an event of default:

1. Failure to comply with any of the CDBG Program rules, regulations or provisions referred to in this Agreement, or such other Federal or District statutes, regulations, executive orders, District of Columbia mayoral orders, HUD rulings, policies or directives applicable to this Grant:

2. Failure to comply with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement.
3. Substandard performance by the Grantee or any of its agents under this Agreement, as determined in the sole and reasonable discretion of DHCD; or
4. Improper use of funds provided under this Agreement.

A determination of default shall be made in the sole and reasonable discretion of DHCD.

E. Remedies for Default

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of a written notice to the Grantee, Grantor may take one or more of the following actions, as determined in its sole discretion:

1. Terminate and suspend further disbursement of any remaining Grant assistance.
2. Disallow all or part of the cost of the activity or action that is not in compliance with this Agreement.
3. Wholly or partially suspend or terminate the current Grant award; or
4. Take other legal remedies that may be available.

F. Termination for Convenience

The Grant may be suspended or terminated on the basis of convenience as provided in 2 CFR 200.340(a).

G. Reversion to DHCD of Grant Assistance

1. Upon default by the Grantee under the terms of subsection D above, which has not been cured, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request the following:

i. Any Grant funds in its possession (whether or not committed),
ii. Any accounts receivable attributable to the use of Grant funds; and
iii. The portion of any income directly generated by (or the prorated proportion of) Grant funds for the activities described in this Agreement.

2. Upon final completion of the projects and activities for which CDBG funds have been provided by DHCD, expiration of the term of this Agreement, cancellation, or determination of this Agreement, the Grantee shall transfer any unspent, excess or surplus CDBG Grant funds, to include accounts receivable attributable to the use of the CDBG funds.

H. Grantor Non-Waiver

DHCD's delay or failure to act with respect to a breach by the Grantee does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section XIII. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, and 2 CFR Part 200, as deemed applicable by the Grantor. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Fund Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Organizational Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter arising from this Grant Agreement.

D. Cancellation Ceiling

In the event of cancellation of the Grant because of non-appropriation of funds for a specific fiscal year, there shall be a cancellation ceiling of zero dollars.

E. Anti-Deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, Grantor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code§ 47.105. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-Deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section XI. of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements.
2. Performing technical evaluations as required.
3. Interpreting the Statement of Work and other language in the Grant.
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with the District and other laws and regulations applicable to the Grant.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

Marian Siegel
Executive Director
Housing Counseling Services, Inc.
2410 17th Street, NW
Washington DC 20009
(202) 667-7006
mariansiegel@housingetc.org www.housingetc.org

H. Misuse of Grant Funds

Any alleged fraud, waste, abuse or mismanagement of Grant funds shall be immediately reported to the Grantor and the District of Columbia Office of the Inspector General ("OIG"). The OIG may be reached at (202) 724-TIPS (8477) and (800) 521-1639 or at oig.dc.gov

I. Nonassignability

Grantee will not sell, assign, pledge or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

Section XIV. Insurance

A. The Grantee shall obtain at least the minimum insurance coverage set forth in this Section XIV. and Exhibit H prior to the Effective Date and keep such insurance in force, as may be applicable, throughout the Grant period of performance.

B. Fidelity Bond: The Grantee must procure Fidelity Bond coverage in an amount equivalent to the total Grant budget. Pursuant to 2 CFR Part 200, Fidelity Bond coverage is required to protect the District's interest in the dollar amount of the Grant. Should Grantee be unable to procure a Fidelity Bond, Grantee shall submit proof that it has obtained general liability insurance that covers internal employee criminal activity or directors' and officers' liability insurance.

Section XV. Records Retention/Access

A. Records Retention

The Grantee shall retain all records demonstrating compliance with CDBG requirements and that are pertinent to this Grant for no less than five (5) years from Close-out of this Grant Agreement, including any extension thereof made in accordance with Section XVI. [Option to Extend] and including but not limited to Close-Out in IDIS of any HUD requirements. See Exhibit 5.1 in this link: https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-5.pdf

B. Extension of Retention Period

Notwithstanding the foregoing retention requirement in paragraph A above, if any litigation, claim, HUD monitoring or audit is initiated before the expiration of the retention period, records shall be retained for a period of not less than four (4) additional years following completion of the actions and resolution of all proceedings (e.g. litigation, claim, HUD monitoring or audit) involving the records.

C. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility, progress and achievement toward program goals and secure such records in a manner subject to applicable privacy laws. Such data may include, but is not limited to, client name, address, income level, case notes, correspondence and a description of service(s) provided. The Grantee shall use software which is HUD compliant to maintain client records. The Grantee shall transmit client records and files in a manner that is compliant with HUD's Personally Identifiable Information (PII) requirements.

D. Access to Records

All Grantee books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Grant funds shall be made available to the Department, HUD, its designee, representatives of the Inspector General of the District of Columbia or the Office of the DC Auditor at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.

E. National Objectives

The Grantee agrees to maintain documentation that demonstrates that the activities carried out with CDBG funds provided under this Grant meet the CDBG national objective of benefiting low- and moderate-income persons, as defined in 24 CFR part 570.208.

F. Copyright

If this Agreement results in any copyrightable material or inventions, DHCD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Section XVI. Federal and District Public Policy Requirements

Grantee shall fully comply with the following Federal and District policy requirements, as deemed applicable by Grantor:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federal-assisted and federal conducted programs and activities .

C. The requirements of Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

D. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.-) and implementing regulations at 24 CFR I part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

E. The requirements of Executive Order 11246, as amended by Executive Orders 11375. 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

F. The Conflict of Interest provisions of Federal and District laws strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of Federal funds to comply with 2 CFR 200.317 to 200.327 and

any sections of Title of 24 the Code of Federal Regulations concerning CDBG funding which are more restrictive than the Uniform Guidance Code for use of CDBG funds. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within (fifteen) 15 business days of execution of the Grant Agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict-of-Interest declarations to be executed by each employee and board member.

G. The Hatch Act. Chapter 15 of Title V. United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

H. The National Environmental Policy Act or other legislation implemented by 24 CFR part 58.

I. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement as Exhibit F.

J. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991H FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.

2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any grant,

or the entering into any extension. continuation. renewal, amendment of modification of any grant.

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and

c. He or she will include the language of the certification in all sub- grant awards at any tier and require that all recipients of sub-grant awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this Grant imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure, as the applicable grant shall so provide.

K. The Americans with Disabilities Act of 1990 (ADA) - Notwithstanding anything contained herein to the contrary, during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

L. The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are applicable pertaining to economic opportunities for low and very low-income persons. 24 CFR part 135.

M. First Source Program - Contractors and subcontractors of a government-assisted Project totaling $300,000 or more must comply with the District's goals for the recruitment, referral and placement of District residents. See D.C. Law 5-93, as amended, D.C. Official Code§ 2-219.01 et seq.

Section XVII. Close-Out Provisions

Activities and tasks during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor, and determining the custodianship of records (which shall remain the responsibility of the Grantee unless a determination is made otherwise). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over District appropriated funds and the record retention period, whichever is longest. Grantee shall submit the following items within the time frames indicated in this Section after completion of Grant activities or expiration or termination of this Agreement.

1. All activities are eligible, were completed and met a national objective.
2. All grant funds were expended in full, or all remaining funds are to be returned to Grantor.
3. All reporting requirements were completed and submitted (except for the final report that is submitted during the closeout process).
4. Any special conditions were met; and
5. All deficiencies or corrective actions affecting the Grant were resolved.

A. Grant Close-Out Report

The Grantee shall submit to the Grantor a Grantee's Close-Out Report ("Report") within ninety (90) days after expiration of the Grant term, termination of the Grant, or final payment for activities under this Agreement, whichever occurs later. This Report, at a minimum, shall include a narrative of the Grantee's completed tasks based on the activities, performance measures and goals set forth in the Statement of Work. The Report shall be completed using a form provided by the Grantor. The Grantee shall provide any information or data Grantor requests for Close-Out. In the Grantor's sole discretion, the reporting provided during the term of this Agreement may be accepted in lieu of the Grantee's Close-Out Report if those reports contain all information required in this section.

B. Documentation of Expenses

Within ninety (90) days after the expiration of the Grant, the Grantee shall provide to Grantor documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses.

C. Equipment Inventory

The Grantee shall submit to Grantor a list of all furniture, fixtures, equipment and vehicles purchased with Grant funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with 2 CFR Part 200.

D. Audit

The Grantee shall submit an audit or financial statement, as applicable, and as provided in Sections IX and X. of this Agreement.

E. Transfer of Records

Grantee shall, within ninety (90) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

F. Grantee's Obligations

The Grantee's obligations to DHCD remain in effect through the period of record retention as stated in Section XV.

Section XVIII. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion, and if legally permitted, extend the term of the Grant no more than two (2) times for one-year terms, or any fraction of one year, or multiple successive fractions thereof.

B. Grantor will endeavor to provide Grantee a preliminary written notice of its intent to extend at least thirty (30) days before the end of the Grant Term. The preliminary notice does not commit the District to an extension or authorize additional Grant funds to Grantee.

C. Any extension of this Grant is contingent upon the appropriation of funds for the applicable time period. However, the availability of funds shall not obligate the District to extend the Grant.

Section XIX. Total Agreement

The Grant Agreement, including specifically incorporated documents (to include the approved Statement of Work, the Work Plan, the approved Budget and the Grant attachments) constitute

the total and entire agreement between the Parties. Grantee understands and agrees to comply with the incorporated references contained in this Agreement and all applicable District and Federal laws and regulations.

Section XX. Applicable Law.

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia, unless otherwise controlled by federal law. In any proceeding relating to this Grant Agreement, each of Grantor and Grantee, hereby irrevocably submits to the jurisdiction of the Courts of the District of Columbia for the purposes of any suit, action or proceeding arising out of or relating to this Grant or transactions contemplated hereby.

Section XXI. Severability.

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XXII. Amendment.

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Grant activities, or the amounts specified in the Budget without the prior written approval of Grantor. The Grantee may request in writing approval of any proposed change to the Statement of Work or Workplan or the amounts specified in the eligible cost categories of the Budget and shall provide adequate supporting information and a revised budget along with its request. All such requests must be signed and dated.

Section XXIII. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or fully, by the Department.

1. The written or printed materials must include the authorized DHCD logo.

2. Written or printed materials include, but are not limited to, newspaper, radio and television announcements or advertisements, websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.
4. Grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to Grantee.
5. Grantee must provide copies of all marketing materials, brochures, flyers and other materials that publicize grant-funded activities to Grantor via email at dhcd.occo@dc.gov

Grantee shall publicize, as appropriate, to its constituency through social media, print, and online postings, DHCD communications and events that are related to Grant supported activities.

Section XXIV. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code§ 2-531 *et seq*. provides for the disclosure of public information. Specifically, the law provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Official Code § 2-1701(13) .

This serves as your Notification that information /documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code§ 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXV. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, homeless status, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Sexual harassment is a form of sexual discrimination which is prohibited by the Act and Mayor's Order 2023-131 (Updated District Government Sexual Harassment Policy, Guidance, and Procedures), which is attached hereto as Exhibit I.

The prohibition against workplace sexual harassment extends to third parties doing business with or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies. By executing this Agreement, Grantee affirms that it will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1 I 00 et seq. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated.

Section XXVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addresses:

NOTICE TO GRANTEE:

Housing Counseling Services, Inc.
2410 17th Street, Suite 100
Washington DC 20009
Attn: Marian Siegel (Executive)

NOTICE TO GRANTOR:

D.C. Department of Housing and Community Development
Community Services
1909 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
Attn: Director

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTOR SIGNATOR PAGE]

DISTRICT OF COLUMBIA, a municipal Corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Colleen Green
Director

Legal Review:

Julia Wiley
Office of the General Counsel
Department of Housing and Community Development

3/13/25
Date

[Signatures continue on the next page]

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTEE SIGNATURE PAGE]

HOUSING COUNSELING SERVICES INC.
a District of Columbia non-profit corporation

Marian Siegel
Executive Director

3/17/2025
Date

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit A Services to be Provided

- Statement of Work
- Section 3.2 Services (from the FY25 RFA)
- Workplan as approved by the Grantor

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education and training services to support DHCD's housing programs and initiatives, and to promote compliance with District housing regulations. All of the services are intended to empower potential homeowners, actual homeowners, and tenants for the purpose of preserving of affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership; (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached workplan and performance measures. Marketing and outreach for the services provided is a activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of these service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling; (b)the Grantee's additional knowledge of the individual and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and it shall be maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow up and conduct a final assessment of the impact of the services provided. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for HPAP/EAHP/NEAHP
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program

A6: Income Certification for PADD Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B13: Technical Assistance for Coop and Condo Associations

CATEGORY C: TENANTS AND TENANT GROUPS
C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

SECTION 3: PROGRAMMATIC REQUIREMENTS

3.1 Eligibility for Federal Funding

The services in this RFA will be conducted through grant agreements using Federal funds (Community Development Block Grant (CDBG) and, as available, some District Funds. The Department will provide a full informational briefing to the awarded grantee(s) about the grant funding source's ongoing administrative and programmatic requirements. Whether grants awarded under this RFA are funded locally or with federal funds, all grants will be managed to the higher standards and requirements whether Federal or District.

Federal regulations have established national objectives requiring all CDBG-funded activities beneficiaries to be at least 51% low- and moderate-income persons or households. The national objective is achieved through "limited clientele benefit"—that is, by verifying the incomes of each beneficiary of the services provided. The applicant must demonstrate that it has the capacity and the intention to verify the household incomes of beneficiaries to meet the national objective of providing benefits to 51% of low- and moderate-income persons.

Client income certification is also an important element of ongoing program activity for many DHCD housing programs. (See Section 3) Applicants should review in detail the federal income requirements for programs, activities, and grantee (sub-recipient) eligibility under the Community Development Block Grant program regulations at 24 CFR 570. 200-210,

- https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-570/subpart-C?toc=1

and HUD Housing Counseling Program Regulations: 24 CFR Part 214,

ps://www.ecfr.gov/current/title-24/subtitle-B/chapter-II/subchapter-B/part-214?toc=1

3.2 Housing Services: Description of Housing Programs and Services

Please Note: Specifications and programmatic requirements may change from time to time during the award period at the discretion of the Department.

The following describes seventeen services in the Housing Counseling Program. These constitute the services for which the Department is seeking Applicants to provide services to DC residents. Applicants should select at least one service for which they are applying; however, the Applicant may select more than one. The Department is not obligated by the Applicant's selection to make an award. Applicants are responsible to demonstrate their capacity in their application to provide the services for which they have applied. Capacity includes staffing patterns including qualifications and experience, other funding resources, case management systems and programmatic activities. Historical data can also be considered in demonstration of organizational capacity. Applicants should be aware of Legal Citations noted throughout this section as well as the references to the Code of Federal Regulations (CFR).

Category A: HOMEOWNERSHIP

A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program
A6: Income Certification for the Property Acquisition and Disposition Division (PADD) Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY

B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B12: Legal Services for Seniors and/or Coop & Condo Associations
B13: Technical Assistance for Coop and Condo Associations
B14: Technical Assistance for Owners of Small Rental Properties

CATEGORY C: TENANTS AND TENANT GROUPS

C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

Each particular service has specific requirements described in the following pages. Applicants are expected to utilize this guidance in the performance of these services.

CATEGORY A: HOMEOWNERSHIP

Legal Citations Governing Program Area in Category A

Applicants to provide services in Category 1 should review in detail the following legal citations governing the District's homeownership programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for homeownership pursuant to the relevant citations.

- Home Purchase Assistance Program: DC Code 42-2601 and 14 DCMR, Chapter 25
- Employer-Assisted Housing Program: DC Code 42-2501 and 14 DCMR, Chapter 36
- Inclusionary Zoning: Legislation Pending, Bill 17-586, 17-618, 17-619

A1: HUD Housing Counseling

This activity is open to applicant organizations which are HUD approved employing one or more HUD certified counselor(s). Such counseling is often (but not exclusively) in the pursuit of homeownership or credit repair and improvement or to improve their housing condition.

Grantees of this service should be familiar with 24 CFR 5.100 and with 24 CFR 214.

Housing counseling is independent expert advice provided by a HUD certified housing counselor (24 CFR Part 214) customized to the needs of the client. It is aimed at addressing housing barriers and providing support to the client to achieve their housing goals. This counseling service must include: (1) intake (2) financial and housing affordability analysis (3) an action plan[2] and (4) follow-up counseling to implement the action plan and achieve its stated goals *(24 CFR 5.100).*

The action plan should identify the steps needed for the client to achieve his/her housing goals. These actionable steps include, but are not limited to, review of the client's credit report with explanations of its meaning and items that impact (or may improve) the credit score, creation of a budget and methodologies to track one's income and spending, debt reduction planning, and savings planning. Follow-up should track the client's progress toward the goals of the action plan. Other programs and services including group educational opportunities may complement the one-on-one counseling with a certified counselor. Counselors, therefore, may appropriately make referrals to programs and services as well as to group educational activities that support and implement the goals of the action plan.

Counseling organizations are required to maintain case files including items 1-4 above as stated in 24 CFR 5.100. It is critical that files with records and case notes be kept in such a way that if a client's counselor is no longer available, either temporarily or permanently, another certified counselor in the organization can understand based on the file the client's circumstances, action plan, progress and where the client is in achieving his/her housing goals.

Organizations providing this service should have working experience with credit counseling and repair, with consumer credit bureaus and consumer credit laws. Ideally, they should be familiar with creditor tactics, liens, judgments, repossessions, and other obstacles to credit improvement.

It is critical for the counseling organization to make efforts to keep the client engaged in the counseling process and such attempts and outreach should be documented in the case file.

In accordance with HUD requirements, counseling organizations may close files if a client does not respond to outreach efforts over 60 days. The last outreach attempt should document that the file will be closed as of a specific date if nothing further is heard from the client. If the client should return to client after the 60 days, a new file should be opened.

[2] Except for reverse mortgage counseling.

Post-purchase follow-up

a) Grantees must continue their counseling relationship with customers once they become homeowners. This follow-up should continue for a period of time after purchase to ensure the homeowner's housing stability.
b) Grantees may make use of post-purchase programs using either their own programming or making referrals to other Grantees who provide such programming (*e.g.* B1 General Home Management and B2 Foreclosure Counseling).
c) If problems arise, it will be the grantee's responsibility to address them quickly as time is of the essence, and to address them as efficiently as possible. Where the District's investment is involved, counseling should include ways to protect the DC investment.
d) When working with clients who have an HPAP deferment period ending, Grantees must provide dedicated counseling services to those borrowers. In particular, grantees will be asked to make an updated assessment of each borrower's financial status regarding the appropriateness of continued deferment.
e) Potential delinquency, or foreclosure prevention, counseling will be provided to any borrower who is experiencing difficulty.
f) If problems continue with these loan clients, this counseling will become a home preservation activity.

A2 8-Hour Homebuyer Education Class (HBE)

This activity is open to applicant organizations which are HUD approved counseling organizations employing one or more Hud certified counselors.

The Department seeks HUD Approved organizations to provide the 8-Hour Homebuyer Class. This is in support of the Department's many programs for which the 8-Hour Homebuyer Class is a requirement, and also for other DC residents who seek to take this class in preparation for homeownership and for their knowledge.

Organizations should take as a serious obligation to conduct this class with knowledge staff (HUD certified counselors). The class is conducted in a traditional in-person setting or in a virtual online setting.

Those who successfully attend and complete the class should be provided with a DHCD certification (in the format approved by the Department) indicating their completion of the class and dated appropriately. Monthly attendance and award of certificates should be reported to the Department monthly. The class should be presented frequently enough to meet programmatic needs of DHCD programs. Class dates should be provided to the Department for inclusion on the DHCD calendar. Presentations should be given by staff, not outside speakers. Grantees are welcome to collaborate in the conduct of these classes.

A3: Intake for DC Homebuyer Programs (HPAP/EAHP/NEAHP)

The Home Purchase Assistance Program (HPAP) is the primary DHCD program for first-time homebuyers. HPAP provides interest-free loans that include closing cost assistance to eligible applicants. Under this program, homebuyers may have the opportunity to purchase houses,

condominiums, or cooperative units in the District. DHCD has additional homeownership programs which are associated with HPAP, and which are targeted to specific populations or geographic areas or may meet specific home buyer needs.

The satellite programs are:

(1) The Employee Assisted Housing Program (EAHP) provides assistance to District of Columbia Government employees, who are first-time homebuyers in the District; and

(2) The Negotiated Employee Assistance Home Purchase Program (NEAHP) provides down payment and closing cost assistance to certain District of Columbia Government employees whose position is covered by specific union collective bargaining agreements.

Wherever the acronym "HPAP" is used, the same applies to the EAHP and NEAHP programs.

Prior to HPAP Application

Clients interested in HPAP assistance who have a pre-approval from a lender, should be assisted with making an application to the HPAP as expeditiously as possible. Those without a pre-approval letter from a lender are required to engage in HUD Housing Counseling (see A1 above) in order that they have the benefit of credit counseling and homeownership preparation. The action plan should include the actionable steps needed to ensure success as a homeowner and to achieve a pre-approval letter from a lender. Once a pre-approval letter has been obtained, the client with the Grantee's assistance should proceed to making their application to HPAP.

Application Process

For grantee organizations, this relationship management function includes working with first-time homebuyers throughout the homeownership application, preparation, purchase, and post-purchase process. Counseling will be focused on low- and moderate-income populations.

Once HUD credit counseling is completed the HPAP process includes:

(Optional) Applicant organizations may conduct pre-purchase seminars which include information and requirements of the HPAP programs. A DHCD Certification should be provided to attendees and recorded with DHCD.

Application Intake includes document collection of those documents needed. These should be collected in person or by means of a secure portal. Email is not considered a secure means for transmission of information which could be used for identity theft or other criminal activity. Drop-off at a staff office to an employee is acceptable.

Once the application package is complete, the organization submits to the appropriate HPAP administrator.

Homebuyer Education (8-hour class) (A DHCD Certification should be provided to 8-hour Homebuyer Education attendees and recorded with DHCD.)

Post-Purchase follow-up (Records of those follow-ups should be maintained by the organization. See Post-purchase in Service A1)

Organizations will be responsible for: (1) the application process, which includes delivery of completed applications to the HPAP Administrators; (2) completion of the application form itself and collection of all required supporting documentation, and (3) maintaining performance and reporting data, and databases as needed by the Department.

A4: Inclusionary Zoning Orientations

Introduction to IZ/ADU Programs:

The District's Inclusionary Zoning (IZ) Program requires a certain percentage of units in a new residential development, or a substantial rehabilitation that expands an existing building, be set aside as affordable units. The goals of this program are to increase the supply of affordable housing for low- and moderate-income households, to support the creation of mixed-income communities, to prevent rising home prices from driving out low- and moderate-income residents, and to leverage the expertise and capacity of the private market to develop affordable housing.

Affordable Dwelling Units (ADUs) are defined as for-sale and for-rent homes that are locally restricted for occupancy by households whose income falls within a certain range and are generally offered at a below-market rate. ADUs are generally produced in exchange for zoning relief, tax incentives, public financing, and/or the right to purchase or lease District-owned land. Specific ADU provisions, such as the affordability period, income limits, and resale restrictions, are set out in deeds, covenants, land disposition agreements, ADU administration plans and other originating documents.

ADU provisions have historically varied from project to project, as each is a result of a unique negotiation or project approval. However, ADU restrictions are becoming more standardized and more similar to standard IZ requirements.

Organization roles and responsibilities:
Provide mandatory IZ Orientation. The department's PowerPoint presentation must be utilized. Presentation and answers to participants' questions must conform to agency guidelines.

DHCD seeks organizations which will provide programmatic rental and homeownership counseling services in support of both of the above programs. Information about these

programs is available through DC Housing Search https://www.dchousingsearch.org , counselors will be required to utilize DC Housing Search, and train potential customers in how to search for affordable housing through DC Housing Search.

Grantees will be required to become familiar with the program requirements and procedures, as required by DHCD. In the last few fiscal years, the IZ program has produced approximately 400 new affordable units each year.

Orientation:
In particular, organizations are required to conduct IZ Orientations to help residents to be familiar with all programmatic requirements for the IZ program.

Organizations must conduct and coordinate this mandatory orientation session in a traditional and virtual classroom settings. They must provide interested applicants/residents with the relevant terms of the program, including next steps and other information as required by DHCD.
DHCD currently provides standard slides and certificate templates to use for this orientation and will provide training to grantees.

Completion of this orientation class is mandatory before an individual may register for the IZ program and individuals must renew registration every two (2) years to remain on the IZ registration list.

The class must be conducted at least monthly beginning within 30 days after the grantee's application is approved. Coordination of this class will include publishing upcoming class dates, accepting reservations via phone, email, or other method, allowing walk-ins if space is available, providing attendees with a certificate of completion (in a format approved by DHCD) upon completion of the class and providing at least monthly attendee data to DHCD. It will also include ensuring that attendees receive all required training materials, and shall be presented by grantee staff, not outside speakers.

Grantees must train program participants in the terms and specifics of the IZ and ADU Programs (training guidance will be provided by DHCD) and provide additional pre and post homebuyer education training.

Grantees must also provide data to DHCD on a regular basis as determined and requested by DHCD, including but not limited to the names and contact details for individuals who have received a DHCD certificate and the number of attendees at IZ orientations.

A5: Income Certifications for the IZ/ADU Units Programs

The agency seeks two organizations to provide income certifications for participants in the Inclusionary Zoning and Affordable Dwelling Units programs. Income certifications are expected to be conducted under a uniform process prescribed by DHCD and following HUD Part 5. DHCD has established requirements for approving Certifying Entities, including

specific IZ and ADU training.

Grantees are expected to become Certifying Entities pursuant to DHCD requirements. Grantee organizations will be required to ensure that program participants understand that income and occupancy restrictions apply to their IZ units and ADUs. Grantees will also be expected to complete income certifications for newly selected households and for renewing tenants. Grantees will be working closely with individuals, property management/leasing staff, sales agents and DHCD. DHCD will provide the necessary forms and procedures, but Grantees will collect the necessary paperwork from individuals and complete the income and household size verification process. Upon successful certifications, Grantees will notify DHCD and the sales/leasing staff.

Such restrictions may include but would not be limited to: (1) the specific affordability period, (2) conditions for, or prohibitions against, subleasing, and (3) resale restrictions. Ongoing outreach and assistance to occupants of IZ units and ADU is required in the areas of programmatic requirements and homeownership counseling.

A6: Income Certification for PADD Applicants

The Property Acquisition and Disposition Division (PADD) encourages vacant and/or abandoned property owners to rehabilitate and/or occupy their properties. PADD acquires vacant, abandoned, and deteriorated properties through negotiated friendly sale, eminent domain, donation, or tax sale foreclosure, when owners are unwilling or unable to maintain their properties. PADD also disposes of properties in inventory by selling them to individuals or developers to be rehabilitated into high-quality affordable and market-rate single-family and/ or multi-family for-sale or rental housing in District neighborhoods.

For DHCD, the activities of this Division create affordable homeownership and rental opportunities for low- and moderate-income households. Grantees must counsel these households as they qualify for and occupy these new homeownership and rental units. DHCD seeks one or more organizations which will provide counseling or training services for affordable units made available through PADD.

Because PADD units are not produced through a traditional homebuyer program, an intensive marketing and outreach effort to our target population will be required of grantees. Counseling services will also involve conducting income certifications and re-certifications for purposes of admission and continuing participation in this program. Income certifications are expected to be conducted under a uniform process prescribed by the Department. For PADD, grantees must ensure that program participants understand that income, or occupancy, restrictions apply to their unit. Such restrictions may include but would not be limited to: (1) the specific affordability period; (2) conditions for, or prohibitions against, subleasing; (3) potential rent increases; and (4) resale restrictions. The specific unit covenant

terms will be communicated to stakeholders by the Department, but grantees must facilitate communication with stakeholders.

A7: Public Services: General Coaching and Information

Public Services may be undertaken by Applicants which have not yet obtained HUD Approval and may not employ a HUD certified housing counselors. (HUD Approved organizations who are applying for A1 or A2 do not need to apply for this service, since they are able to provide these Public Service activities in connection with their other lines of services.

These activities are frequent but not exclusively in a group setting. These may be virtual or in-person, as long as an in-person option is provided. Grantees may utilize Homebuyer Clubs as an effective tool for keeping clients engaged in homebuyer preparation when a long-term period is needed for better positioning to be a first-time buyer.

They may include group trainings on understanding credit and credit reports and involve savings programs.

Public service staff are required to train clients to utilize available tools, such as DC Housing Search https://www.dchousingsearch.org to locate affordable housing for sale and for rent.

CATEGORY B: COUNSELING AND TRAINING FOR HOME PRESERVATION

B8: General Home Management (Post-Purchase Non-Delinquent)

Post-purchase counseling is essential for Homeowners who have purchased their homes, are not delinquent in their mortgage payments and would like to remain successful by creating a realistic financial plan to avoid financial pitfalls and protect and retain their homeownership. Post-purchase counseling is essential to understand local post-purchase behavior, especially low-moderate income homeowners, that can be supported by education and supportive programs to ensure recent homeowners understand what to do in the event of hardships. Organizations that provide post-purchase counseling sessions and education workshops will ensure their topics consist of the following:

1. Prepare a maintenance plan for major household systems and repair strategies.
2. Emergency preparedness plan to assist client in case of disaster.
3. Understand consequences of not paying taxes, HOA payments or community assessments.
4. Explain the benefits of establishing an emergency fund and retirement or tax-incentivized accounts.
5. Provide knowledge of home improvement financing options like HELOCs and give counsel on how to apply for additional financing to renovate property.

6. Access the client's understanding of the process of refinancing the home and incurring more debt.

This counseling activity may include, but not be limited to, appliance warranty disputes, contractor disputes, disputes with mortgagors, will and estate issues, including transfer-on-death deeds, etc. In this service, grantees must serve as advisor-educators and are prohibited from giving legal advice. Grantee activities should focus on low—and moderate-income populations.

B9: Foreclosure Counseling

Homeowners who are delinquent in loan payments (as well as those in danger of delinquency) need to know what options are available to them. Similarly, those in foreclosure need to know their options and resources that may assist them, especially if available legal services are available.

Organizations are required to provide foreclosure prevention counseling that helps homeowners at risk understand the foreclosure process in Washington, DC, determine their legal rights and identify options to avoid foreclosure.
Organizations will assist struggling homeowners with loss mitigation, communicate with mortgage servicers and provide services such as the following:

1. Provide advice and coaching to assist clients with creating a budget based on financial goals. Assess the current financial situation and develop short and long-term strategies to reduce expenses and debt to achieve client goals.
2. Explain loss mitigation. Explain the requirements of a loss mitigation package and evaluate the client's loss mitigation options for FHA and non-FHA loans.
3. Provide examples of mortgage default scams and ways to avoid being a victim.
4. Explain the consequences and costs associated with a foreclosure, short sale, or deed-in-lieu.
5. Explain the foreclosure timeline and devise a plan if the client is unable to stay in the home and assist the client in mortgage default recovery. Demonstrate the impact of a mortgage default.
6. Work with displaced residents seeking referrals for housing.

Grantees work with homeowners who are delinquent in their mortgage payments, or who are in foreclosure, or in post-foreclosure. These counseling services are also offered to owners of multi-family properties, and ownership associations. This counseling serves as a central element of DHCD's overall foreclosure prevention strategy.

It is critical to address the District's foreclosure crisis. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Grantees also work with the Department of Insurance Securities and Banking (DISB) to protect clients against scam operations that prey upon residents who are subject to foreclosure. Grantee organizations extract data for outreach and targeting efforts from the Office of the Recorder of Deeds, which provides a listing of all official foreclosures in the

District on a weekly basis. DHCD seeks one or more organizations that will provide foreclosure counseling services which include, but may not be limited to, all of the above-described foreclosure prevention activities.

For grantees, this counseling function means working with troubled homeowners, utilizing all foreclosure prevention or mitigation tools available, and if necessary, working with customers throughout their foreclosure or post-foreclosure process. Grantees must provide full assistance and advice to troubled homeowners. Grantees will be responsible for: (1) assessing the homeowner's circumstances, (2) educating the homeowner about the full implications of mortgage delinquency and foreclosure (3) exploring and providing options of action for the homeowner (4) providing tools or alternative support that may further assist the homeowner (5) developing and executing a best action plan for either saving the home or undertaking the best course for the homeowner, and (6) tracking the results of their counseling efforts. In addition, grantees will provide ongoing performance and reporting data and databases maintained.

Post-Foreclosure Counseling: It is critical that grantees continue their counseling relationship with customers, even if the home cannot be saved. Grantees must follow up with troubled homeowners for a period of time after any action plan has been executed. If the home has not been saved, counseling should be made available, and if necessary, referral to other needed services. If the home has been saved, counseling follow-up is also necessary to ensure that the ongoing action plan is being properly implemented. If more problems arise, it will be the grantee's responsibility to address them as quickly and as efficiently as possible.

With the passage of the Saving DC Homes from Foreclosure Emergency Amendment Act of 2010, troubled or delinquent District homeowners have the right to engage in mediation prior to foreclosure. As a result, DHCD requires grantees to provide counseling related to this mediation process.

Grantees must be familiar with the Law, its regulations, and the mediation process which has been implemented by the Mediation Administrator at the DC Department of Insurance, Securities, and Banking. Grantees must educate troubled homeowners in the decision factors related to mediation election, and, if necessary, prepare them for mediation. In some cases, counselors may be asked to accompany, or represent, troubled homeowners in the mediation process. Grantees must ensure that all customers who elect mediation complete and submit proper documentation in a timely manner. Grantees must ensure that the best interests of troubled borrowers are protected throughout the mediation process. Finally, DHCD expects grantees to follow-up after the mediation process is complete to ensure that any final mediation agreement is properly implemented.

B10: Eviction Counseling

Applicants who have HUD certified counselors or NeighborWorks America foreclosure certified counselors may offer this service. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Training should also include knowledge of laws and legal procedures governing eviction.

Eviction has long created housing instability for renters, and especially among low- and moderate-income households. For those at the lower end of the economic scale, eviction has caused not only housing instability but also employment insecurity and homelessness. Studies have shown that lack of access to legal representation has resulted in markedly different and detrimental outcomes as compared to renters who have legal representation. After legal representation, the next most effective range of services includes alternative dispute resolution (or mediation), knowledge and guidance in court navigation, and effective management of legal and tenant-landlord documents. In addition to housing instability, eviction also has credit impact for the tenant.

It is critical to provide those in danger of eviction with counseling to make informed decisions. This includes access whenever possible access to legal services. Also, appropriate training includes information about tenants' rights and obligations, the credit impact of eviction, use of payment plan agreements, understanding of court processes and procedures, and access to alternatives to court procedures. When tenancy is lost, counseling for housing alternatives is needed and a path forward to credit repair.

B11: Single-Family Residential Rehabilitation Program

The Single-Family Residential Rehabilitation Program (SFRRP) administers grants to District homeowners for roof repairs and for modifications to eliminate barriers to accessibility for persons with mobility or other physical impairments. Projects approved for SFRRP require a covenant on the property to protect the District's funding of the project.
DHCD seeks one or more organizations which will provide application intake services to SFRRP applicants throughout the grant process.

> **Mandatory Counselor Intake Training:** Grantees for this line of service are required to attend training with the SFRRP team in September to be introduced to updated aspects of the SFRRP for FY25. It is critical that the grantee have a solid understanding of the updated program and the requirements for applications. Therefore, the September training is mandatory for SFRRP intake counselors.
>
> **Application Period:** Applications for SFRRP will only be taken between October 1, 2024, and December 31, 2024. To be considered applications during this period must be complete. Lack of required documentation or information will not "hold a place" in the program if not provided before the December 31, 2024. The Department at its sole discretion reserves the right to close the program prior to the deadline if funding is depleted or no longer available.

Information Session for Applicants: The Department will provide Grantees with a PowerPoint presentation outlining the program and its requirements. Intake counselors are required to use this presentation with all potential applicants either in a group sessions (such as an Orientation) or in a one-on-one session with the potential applicant.

Grantee's and Counselor's Responsibilities: (1) use the Department PowerPoint presentation to present the program to potential applicants, answering questions from residents interested in the program; (2) complete the application document and collection of **all required** supporting documentation *(incomplete applications will not be accepted)*; (3) post-application and post-grant support; and (4) providing performance and reporting data as required.

45 Day Period: It is critical that no application be uploaded in the SFRRP portal unless it is complete with all required documents and intake form completed. If an incomplete application is uploaded in the portal, the SFRRP staff will notify the counselor and the applicant that the application cannot be accepted. The notification state that what is complete and state the **applicant has 45 days** to provide the requested information including documents. After 45 days if the application remains incomplete, the application will be closed as incomplete for funding.

Application Portal: Counselors will need to provide their name and contact information (e.g. email) when uploading in case SFRRP program staff need to follow up.

Legal Citations Governing Program Area for Category B:

Applicants to provide any service in Category B should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

- Lead Safe Washington 24 CFR, Part 35, 24 CFR, Part 85.37, Section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992
- Single Family Rehabilitation 14 DCMR, Chapter 28 First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
- Saving DC Homes from Foreclosure Emergency Amendment Act of 2010 (DC Act 18-635; 57 DCR 12404)

B12: Legal Services for Homeowners and/or Coop & Condo Associations

The Department seeks organizations to provide legal services to provide one or both of the services noted below. Grantees will conduct outreach to low- and moderate-income populations in need of these services.

- Legal Services to Seniors
  Seniors who are homeowners can be assisted by the Applicant to have legal services to assist Seniors to avoid housing instability or the loss of ownership of their home. In addition to their own attorney staff, Applicants may seek *pro bono* services from other members of the Bar.

- Legal Services to Coop-Condo Associations
  Legal services may be provided to Cooperatives and/or Condominiums ("Associations") to ensure housing stability. If Associations have problems in areas of legal entity status, required legal or financial filings, compliance issues, risk management concerns, board and member training, best legal practices, and collection of association fees (to name of few), such issues may threaten the member's housing stability, and the owners' (or members') investment in their properties. Selected applicants will provide legal services to Associations in low- and moderate-income census blocks to mitigate these concerns, to preserve housing stability of owners and to ensure well-functioning Associations and Boards.

B13: Technical Assistance for Coop and Condo Associations

The Department seeks one or more organizations to provide technical assistance to Associations. The situation many Associations may face is a need for training in best practices of Association management. Training in best practices and frequently encountered problem situations may be offered by the grantee not only to the Association Board but also to the owners in the Association. Association boards and their member owners frequently face issues of association fees not being paid, lack of income to fund reserves, special projects that would require a special assessment, and decisions of taking court action or being the defendant in a court action. These are just a few of the legal issues which may arise for the Association, in addition to the more routine matters of by-laws and required legal documents for the operation of the Association.

B14: Technical Assistance for Landlords of Small Rental Properties

Landlords of small rental properties face enormous challenges. They frequently lack the staff and the resources of large multi-family properties to deal with the many details of operations and asset management. Small unit properties cannot readily absorb mistakes or challenges.

In a ten-unit property, one vacancy is a 10% vacancy rate, while one unit in a 100-unit property is 1% vacancy rate. Yet, small unit properties are often the affordable renter properties. To preserve this housing stock as an affordable option, DHCD seeks grantees to provide Technical Support to Owners of Small Unit Properties (of 30 units or less).

Services can be provided through group training as well as through one-on-one counseling. Like many small business owners, owners can often benefit from a better understanding of accounting practices and financial statements (balance sheet, income statement, cash flow report). Knowledge of financing options is another common to many business owners. Topics such as these are particularly suitable to the needs of owners.

1. **Property Management Software**: Landlords often need help selecting and implementing property management software to track rent payments, maintenance requests, tenant information, and other critical operational data.

2. **Legal Compliance**: Guidance on navigating complex local, state, and federal housing laws and regulations related to fair housing, security deposits, evictions, and other landlord-tenant issues.

3. **Financial Management**: Guidance with accounting, tax preparation, and financial planning specific to rental property ownership and operations.

4. **Maintenance and Repairs**: Access to vetted contractors, tradespeople, and service providers to handle property maintenance, repairs, and upgrades in a timely and cost-effective manner.

5. **Tenant Screening and Selection**: Guidance and best practices with tenant screening processes, background checks, and selecting responsible renters to minimize vacancies and evictions.

6. **Marketing and Leasing**: Help with listing vacant units, advertising, showing properties, and executing leases to keep units occupied.

7. **Emergency Response**: Guidance on developing emergency plans and protocols to address unexpected events like natural disasters, property damage, or tenant issues.

8. **Asset Management Issues**: The ratios and metrics of asset management for multi-family properties provide a helpful guide to best practices. For example: Many landlords are unaware of the effect that certain metrics have in their properties. Slow "Make-Ready" times, refers to the length of time it takes to prepare an apartment to be shown to prospective tenants. Similarly, "turn time" refers to the times it takes to find a renter and receive the first month's rent. Slow turn times are also a drain on resources. When there are slow "make ready" and slow "turn times" the combined effect can be detrimental for the property's future. High turn-over rates among renters is another draw on the income. Other issues and topics include: What to do when you have a tenant who is not paying rent? What are the alternatives to eviction? How do the Court work? Are there pre-eviction resources? What legal services are available to the owner?

CATEGORY C: TENANTS AND TENANT GROUPS: SERVICES RELATIVE TO Tenants Opportunity to Purchase Act, Rental Conversion and Sale Division, and Rental Accommodations Division

The DC Tenants Opportunity to Purchase Act (TOPA) seeks to protect tenants and tenant groups from displacement due to sale of the property. The law allows tenants to purchase their apartment building. Tenants have the choice of maintaining the apartments for rent or converting to cooperatives or condominiums. DHCD seeks to preserve affordable housing in the District and limit displacement of low- and moderate-income households. For groups that choose coop or condo conversion, this provides a path to homeownership.

DHCD provides both financial assistance and technical assistance, as well as specialized organizational and development services, for tenant groups who are pursuing the purchase of their apartment buildings. Through DHCD's Development Finance Division, organized tenant associations may be provided with seed money, earnest money deposits, and acquisition and/or rehabilitation assistance. After acquisition and rehabilitation, DHCD also provides ongoing Board training and property management support to the newly formed cooperative or condominium Boards.

C15: TOPA: Pre-purchase Training

DHCD seeks one or more organizations which will provide pre-acquisition organizational and developmental counseling and training to tenant groups or tenant associations in support of their intent to purchase their building. These tenant groups must be preliminarily qualified as eligible for DHCD's Tenant Purchase Technical Assistance program. Grantees must provide the following services to tenant groups:

a) establishment of a tenant association.
b) selection and appropriate training of Board members.
c) training of captains (court, building and floor).
d) training in roles and functions of committee members; (5) training tenant groups in detail about the building purchase process.
e) training tenant associations in property management techniques.
f) provide training to the tenant association on each type of ownership; and conducting surveys of tenant associations to determine the appropriate form of ownership for their building (cooperative or condominium).

It is critical that Grantees in this service maintain an outreach to educate and inform low- and moderate-income tenants about their rights and opportunities provided by TOPA. Grantees are encouraged to make this a central aspects of their marketing plan, and to create

opportunities as well as avail themselves of opportunities to participate in educational outlets to reach tenants. Collaboration with other Grantees in this or similar service lines is encouraged. Grantees should participate in DHCD when and as those opportunities for outreach are available.

While training the tenant association, the grantee must be able to prepare and submit appropriate documentation required in the purchase process, including but not limited to tenant profiles and feasibility analyses, response to Notice of Sale of Building, preliminary development, acquisition, and rehabilitation plans, and operational plans.

The grantees must have skill and experience in negotiating the lease or purchase of the building. In addition, grantees must assist tenant groups in procurement related to the development, purchase, and rehabilitation process, including but not limited to attorneys, architects, engineers, financial and developmental consultants, private developers, appraisers, and property managers.

C16: TOPA: Post-Purchase Training

DHCD seeks one or more organizations which will provide ongoing post-acquisition counseling services which include property management and Board training for properties which have been purchased and/or rehabilitated with financial assistance from the DHCD Development Finance Division's First Right Purchase program. Generally, these are multi-family properties that have been purchased through limited equity cooperative agreements or condominium purchases. Therefore, non-profit Board training and development skill and/or experience, as well as multi-family property management skills are critical to providing effective counseling services. Services to be provided under this activity may include, but are not limited to:

a) establishing standards of evaluation for each participant's financial status and leadership capacity.
b) conducting annual management reviews of all Boards, oversee election and
c) training of new Board members.
d) assisting in the establishment of appropriate arrangements with required service providers such as exterminators, garbage collectors, landscapers, etc.
e) assisting in capital management planning and a stabilization plan for rehabilitation and/or refinancing.
f) tracking property vacancies and reviewing new applications for membership.
g) establishing and reviewing membership guidelines.
h) technical assistance in accounting, budgeting, and the preparation of financial statements for long-term financial viability.
i) providing Board of Directors with training as appropriate; and

j) other required management and support duties. Grantees will assist the condominium or cooperative in developing a budget for the overall management and carrying costs of the property.

Grantees will assist the Board and membership in all aspects of management, such as completion of the audit, Fair Housing issues, required individual, property, and Board insurance, taxes, the role of Board officers, evaluation of monthly financial performance, training on lender compliance, i.e. loan payments, income requirements. DHCD will likely negotiate assignment of specific properties to grantees for this service.

Legal Citations Governing Program Area in Category C:

Applicants to provide any service in Category C should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
Tenant Purchase Technical Assistance Program DC Code 42-3404.02
Rental Housing Conversion and Sale Act of 1980, as amended (DC Code 42-3401.01 et. seq.) (Also known as the Tenant Opportunity to Purchase Act or "TOPA")

C17: Services for Tenants and Tenant Organizations
(in partnership with Housing Regulation Administration, Rental Accommodation Division, Rental Conversion and Sale Division).

Activities under this service will supplement and enhance the services provided by DHCD's Housing Regulation Administration (HRA), which includes the Rental Accommodations Division (RAD) and the Rental Conversion and Sale Division (CASD).

RAD administers the Rental Housing Act of 1985 (D.C. Official Code § 42-3501.01 et seq.) which regulates residential rental housing registration and the rent stabilization program (commonly known as rent control). RAD oversees rent adjustment procedures, processes notices to vacate, reviews tenant petitions prior to adjudication by the Office of Administrative Hearings and adjudicates most types of landlord petitions. RAD also proposes rules and regulations for administration of the Rental Housing Act for review and publication by the Rental Housing Commission.

CASD administers the Rental Housing Conversion and Sale Act of 1980 (D.C. Official Code § 42- 3401.01 et seq.) which regulates the sale or transfer of ownership interests under the

Tenant Opportunity to Purchase Act of 1980 (TOPA) (D.C. Official Code § 42-3401.01 et seq.), the conversion of use of rental housing to condominium or cooperative ownership and residential condominium formation and registration under the Condominium Act of 1976 (D.C. Official Code § 42-1901.01 et seq.). Further, CASD administers a Housing Assistance Payment program (HAP), under which tenants may be eligible for rent assistance if they are displaced due to the conversion of use of their apartment building to condominium or cooperative ownership.

CASD also proposes rules and regulations for administration of the Rental Housing Conversion and Sale Act of 1980.

DHCD seeks one or more organizations which will support RAD and CASD operations by providing counseling and tenant education services to tenants and tenant groups. Grantees must provide counseling and training assistance to tenants and tenant organizations regarding the District's rental housing laws and tenant and landlord rights and responsibilities.

For CASD, grantee organizations must provide counseling and training concerning: (1) tenants' TOPA rights when a landlord intends to sell, demolish, or discontinue rental housing use; (2) transfers of rental housing ownership or economic interests; (3) assisting tenants or tenant organizations in exercising their right to purchase; (4) informing tenants or tenant organizations relating to partner-investors and assigning TOPA rights; (5) conversion of use from rental housing to condominium or cooperative ownership by tenant elections, or conversion in lieu of tenant elections; (6) the Housing Assistance Payment program and relocation assistance; (7) tenant organization formation, incorporation, and registration; (8) protections for elderly or disabled tenants; (9) coercive or retaliatory activities; (10) tenant rights when rental housing is in foreclosure; (11) notices of intent to convert use from rental housing to condominium or cooperative ownership; and (12) relocation counseling for displaced tenants.

For RAD, service providers must demonstrate the ability to counsel and train tenants and tenant organizations on rent control provisions including properties that are regulated by or exempted/excluded from rent stabilization under the Rental Housing Act:

1) petition- based and annual rent increases.
2) executing and filing tenant petitions.
3) responding to landlord petitions.
4) protections for elderly and disabled tenants.
5) RAD's conciliation services.
6) notices to vacate and eviction procedures.
7) disclosures to tenants.
8) changes and decreases in services and facilities.

9) learning about and securing enforcement of housing condition regulations.
10) security deposits.
11) understanding lease provisions.
12) rent increases if a property is not under rent control.
13) appealing decisions of the Rent Administrator or the Office of Administrative Hearings; and
14) relocation counseling for displaced tenants. Note: Advocacy on behalf of tenant groups, or tenant rights assignees– including, but not limited to, legal advice or advocacy on tenants or tenant organizations' behalf in negotiations with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators, and not as advocacy groups. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns, or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a grantee is to ensure that tenants understand all available options.

Direct Counseling to Tenants and Tenant Groups: tenant counseling services will be designed to educate tenants in privately-owned properties about their legal rights and opportunities. This service is to be provided to tenants and tenant groups which are not subject to foreclosure and have not selected to exercise their Opportunity to Purchase Rights and/or Right of First Refusal under TOPA. It also includes providing other services and tenant education, which may not fall into the categories of services outlined above, such as eviction counseling, relocation counseling, apartment search, or apartment management.

DHCD seeks one or more organizations with the capacity to bring a range of resources to prevent involuntary displacement and to provide opportunities for continued affordable rental housing. Grantees must provide counseling services to tenants and tenant groups which include, but are not limited to: (1) outreach to tenant groups upon notice of one-year potential for subsidy expiration; (2) technical assistance in negotiations between owners and HUD relative to the renewal of federal subsidy contracts; (3) counseling for tenants in buildings where the subsidy will be lost and the tenant(s) must move; (4) counseling for tenants who are behind in their rent on best-action options; and (5) appropriately referring tenants who are in landlord/tenant disputes to all available resources. Grantees must also conduct research using the many databases and research tools available to identify properties that have a critical need for counseling assistance, including but not limited to DCHousingsearch.org. Note: Advocacy on behalf of tenant groups or tenants' rights assignee –including, but not limited to, legal advice or advocacy on tenants or tenant organizations behalf in negotiations

with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators and not as tenant advocates. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a prospective grantee is to ensure that tenants understand all available options.

Additional Legal Citations Governing Programs in Category C.

Applicants to provide any service in this Category and should review in detail the legal citations governing DHCD's rental accommodation functions:
(1) the Rental Housing Act of 1985, D.C. Official Code § 42-3501 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapters 38-44.
(2) the Rental Housing Conversion and Sale Act of 1980, D.C. Official Code § 42-3401 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapter 47.
(3) the Condominium Act of 1976, D.C.

Official Code § 42-1901 et seq.; (4) D.C. Official Code § 42-1901 et seq.; (5) the First Right to Purchase Program, title 14 of the District of Columbia Municipal Regulation, chapter 2700; and (6) Housing Conditions, Title 14 of the District of Columbia Municipal Regulations, Chapters 1-15. Submission of an application relevant to these services presumes that the applicant intends to meet all requirements to provide counseling to tenants and tenant groups pursuant to these above referenced citations.

3.3 Geographic Distribution of Services

The Department's decision to select one or more grantees to provide services will be influenced by the potential geographical distribution of service among the qualified applications received. Applicants can designate their proposed service areas in the District based on their by-laws, Board policies, etc. However, the Department reserves the right to designate any service areas it deems appropriate or necessary in making awards and negotiating grant terms. In reviewing the applicant pool, the Department's priority will be to ensure that excellent affordable housing counseling and training services are provided to all low- and moderate-income citizens of the District of Columbia. The Department will seek to bring parity in the quality of all housing services provided for all areas of the District through the award and ongoing management of these grants.

3.4 Marketing and Outreach

Marketing Plan to be submitted: Marketing and outreach are critical aspects of the grant's work. Grantees' efforts ensure these programs and services' success and desired impact. No Grantee or service is exempt from this requirement. Applicants must submit a detailed marketing and outreach plan for the services they are applying for. The plan should be detailed and not assume an understanding that has not been stated. Marketing should be included in the proposed budget and work plan.

DHCD will review and approve the marketing plan. In accordance with agency policy, marketing activities should highlight partnerships with and funding by DHCD.

Aspects of Marketing and Outreach to be considered:

- Continuous and consistent marketing and outreach are essential to achieving these services' objectives and maximizing public awareness of DHCD housing programs.
- Because of DHCD's diverse target population, grantees must utilize various marketing tools.
- Grantees are responsible for distributing DHCD program materials at community forums, public events, homeownership meetings, and fairs. Marketing and outreach may include but are not limited to, websites, email blasts, blogs, listservs, Twitter, Facebook, YouTube, Hope Hotline, flyers, door-to-door visits, community meetings, use of cable television (Channel 16), and public service announcements.

Coordinated with the Department: The grantee's marketing and outreach must be coordinated with DHCD. Grantees are expected to continually assess the success and impact of their marketing efforts to identify the most effective and efficient ways of reaching low– and moderate-income populations.

Participation in Department Marketing Activities: As required by DHCD, Grantees must participate in public activities and events related to housing opportunities. These may include but are not limited to tabling at events, participating in panel discussions, and providing speakers to groups, agencies, or organizations that request them.

DHCD Acknowledgement: Grantees must always acknowledge such housing assistance activities as Department of Housing and Community Development programs in any distributed print or electronic materials. DHCD must approve all such materials before distribution.

Use of DHCD Logo: All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or entirely, by the Department.

1. The written or printed materials must include the authorized DHCD logo.
2. Written or printed materials include, but are not limited to, newspaper, radio, and television announcements or advertisements. Websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.

4. The grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to the Grantee.
5. The grantee must provide copies of all marketing materials, brochures, flyers, and other materials that publicize grant-funded activities to the Grantor via email at dhcd.occo@dc.gov
6. The grantee shall publicize as appropriate to its constituency through social media, print, and online postings, DHCD communications, and events related to Grant-supported activities.

Diversity and Language Access in Marketing: Grantees must demonstrate the capability to effectively serve and communicate with the District's various non-English speaking and special needs populations. This means that marketing and outreach materials must be made available in multiple languages and media based on the needs of those populations. The grantee must demonstrate its intent and capability to comply with the District's Language Access Law. In addition, grantees must demonstrate the availability of appropriate staffing to ensure compliance with the District's Language Access Law.

3.5 Focus Areas and Neighborhood Revitalization Strategy Areas (NRSA)

DHCD has identified specific areas of the District as "Focus Areas." These Areas represent areas where the District has invested in funding to create and preserve affordable housing. Focus Areas follow main routes through the District and their associated neighborhoods. In many cases, business owners are centered on these major routes, while resident services will be seen as more appropriate for those in the communities. Applicants must ensure services are delivered to low- and moderate-income households or areas as part of their program (Housing Services, Small Business Technical Assistance, Façade Improvement). This is a CDBG requirement.

- For Housing Counseling applicants, these Focus Areas should be used to plan outreach activities to inform residents of their services.
- For SBTA and Façade grantees, the Focus Areas define the geographical areas of the District in which they will provide services. In this latter case, the Focus Areas define not only their outreach area but also their service area.

NRSAs Targeting East of the River

The Department obtained the HUD designation for the Neighborhood Revitalization Strategy Area (NRSA) for the Focus Areas in Wards 7 and 8. DHCD has designated areas of Historic Anacostia in the city's Southeast and Far Northeast communities as Neighborhood Revitalization Strategy Areas (NRSAs). This designation will allow the city to target Community Development Block Grant (CDBG) funding that supports economic and community revitalization efforts. These include Martin Luther King Jr Avenue, Marion Barry Avenue, Minnesota Avenue, and Benning Road. However, all areas of Ward 7 and Ward 8 remain the focus of the grantee's work and outreach.

For communities outside of the NRSA areas, DHCD has designated Focus Areas throughout the District. Applicants are encouraged to partner with other community-based organizations. This collaboration can include cross-disciplinary collaboration. For example, a Façade grantee may partner with an SBTA grantee to provide business owners various services encompassing both disciplines. Housing service grantees may partner to promote or provide services one grantee offers, but another may not. The key to collaboration is an outlook of being partners, not competitors.

The following is a list of the Focus Areas and some of their associated neighborhoods. The outreach plans can include other nearby neighborhoods, mindful of the low-income requirements. Each applicant is asked to select one or more Focus Areas for their application. Please note that this is a minimum, and applicants may choose more than three. Applicants will be asked to provide reporting on outreach activities.

The following is a list of the Focus Areas outreach plans, mindful of the low and income requirements.

Focus Areas/Neighborhoods

- **16th St NW Corridor** near the intersection with Havard St NW (Columbia Heights) in Ward 1
- **Georgia Ave and New Hampshire Ave NW Corridor** (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- **Rhode Island Ave and South Dakota Ave NE Corridor** (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 4 and Ward 5
- **M Street and South Capitol Streets SW Corridor** (Greenleaf and Waterfront) in Ward 6
- **Benning Road and Florida Ave NE Corridor** (NoMa/Ivy City/Trinidad) in Ward 5 and Ward 6
- **Minnesota Ave and Benning Rd NE Corridor** (Benning, Greenway) in Ward 7
- **Pennsylvania Ave and Minnesota Aves SE Corridor** (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- **East Capitol and Benning Rd Corridor** (Capitol View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- **Marion Barry Ave and Martin Luther King Aves SE Corridor** (Historic Anacostia, Fairlawn, Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- **Marion Barry Ave and Alabama Aves Corridor** (Skyland, Woodland, Garfield Heights) in Ward 8
- **Martin Luther King Ave and Alabama Ave Corridor** (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- **South Capital St and Chesapeake St SE Corridor** (Bellevue, Washington Highlands) in Ward 8

FY25 Housing Counseling Services Workplan

Organization Name:
Grant Number:

Performance Period: 2/1/2025 to 09/30/2025

RFA Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	NRSA Ward 7 & 8 All Services	Total
A1	HUD Housing Counseling	30	Number of First Time Homebuyers Purchasing Homes	Public Service or NRSA	$46,000.00	$140,784.44	$0.00	$186,784.44
A1		500	Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		700	Number of 1:1 Counseling Sessions (Budget & Credit)					
A1		300	Number of unduplicated households					
A1		400	Number of 1:1 Homebuyer Counseling Sessions					
A1		200	Number of unduplicated households					
A2	8-Hour Homebuyer Class	8	Number of 8-hour Homebuyer Educations Classes	Public Service or NRSA	$45,000.00	$0.00	$0.00	$45,000.00
A2		250	Number of Attendees of 8-hour Homebuyer Classes					
A2		250	Number of DHCD Certificates Issued					
A3	HPAP (EAHP/NEAHP)	40	Number of HPAP Pre Purchase Orientations conducted	Non-Public Service or NRSA	$56,000.00	$115,000.00	$0.00	$171,000.00
A3	(NPS ONLY)	500	Number of Attendees at HPAP Orientations					
A3		50	Number of Files submitted to HPAP Administrators					
A3		150	Number of 1:1 HPAP Counseling Sessions					
A3		50	Number of unduplicated households					
A4	IZ/ADU Orientations	40	Number of IZ Orientations Conducted	Public Service or NRSA	$60,810.56	$0.00	$0.00	$60,810.56
A4		800	Number of Attendees at IZ Orientations					
A4		800	Number of DHCD Certificates issued					
A5	IZ/ADU Income Certifications	600	Number of IZ/ADU Income Cetifications completed	Public Service or NRSA	$415,000.00	$0.00	$0.00	$415,000.00
A6	PADD	6	Number of PADD group training/coaching	Public Service or NRSA	$29,000.00	$0.00	$0.00	$29,000.00
A6		45	Number of Attendees at PADD group training					
A6		0	Number of 1:1 PADD sessions (if applicable)					
A6		5	Number of unduplicated households receiving 1:1 PADD sessions					
A6		5	Number of PADD Income Certifications					
A7	General Housing Services & Information (Group Training)	8	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)	Public Service or NRSA	$24,000.00	$0.00	$65,000.00	$89,000.00
A7		70	Number of Attendees at Financial Literacy Trainings					
A7		0	Number of Homebuyer Clubs Meetings					
A7		0	Total of Attendees at Homebuer Club Meetings					
A7		0	Number of group trainings or workshops not reported in other categories					
A7		0	Number of Attendes at group trainings or workshops not reported in other categories					
B10	Eviction Counseling	35	Number of Eviction workshops	Public Service or NRSA	$46,000.00	$59,405.00	$70,000.00	$175,405.00
B10		200	Number of Attendees at Eviction workshops					
B10		270	1:1 Eviction Counseling					
B10		90	Unduplciated households 1:1 Eviction Counseling					
B10		40	Number referred to Attorney(s) for Legal Services					
B10		0	Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)					
B10		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)					
B10		50	Number Evictions Prevented					
B11	SFRR	8	Number of SFRRP Orientations conducted (required)	Public Service or NRSA	$25,000.00		$15,000.00	$40,000.00
B11		12	Number of 1:1 Intake sessions					
B11		12	Number of unduplicated households					
B11		6	Number of complete applications submitted in SFRRP Portal					
B12	Legal Services for Seniors, Coops and Condos	0	Senior households receiving legal services	Public Service or NRSA				$0.00
B12	(Law Firm Subrecepients Only)	0	Coop Associations receiving legal services					
B12		0	Condo Associations receiving legal services					
B12		0	Number of Pro Bono Legal Services Recruited and Retained					
B12		0	Number of Trainings for Law Firms (Trainings)					
B12		0	Number of Attendees at trainings for Law Firms (Attendees)					
B12		0	Number of new partnerships initiated					
B12		0	Total Number of Trainings to and work with Pro Bono Provided					
B12		0	Number of outreach presentations conducted					
B12		0	Number of outreach activities conducted					
B12		0	Number of Senior Households that received Legal Counsel or Consultation					
B12		0	Number of Senior households that received Legal Representation					
B12		0	# of clients helped with Schedule H					
B12		0	# of clients helped with life planning docs					
B12		0	# pro bono attorneys engaged in housing-related matters					
B12		0	# veterans receiving legal counsel/advice					
B13	Technical Assistance for Co-Ops and Condo Associations	10	Number of Co-Op Associations receiving Technical Assistance					
B13	Coops	6	Number of Action Plans written for Co-Op Associations					
B13	Coops	8	Number of Successful Outcomes for Co-Op Associations					

B13	Coops	8	Number of Asset Management Improvement Services Provided for Co-Op					
B13	Coops	0	Number of Asset Management Tactical Support Services Provided to Co-Op					
B13	Coops	10	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Legal Assistant Services provided to Distressed Co-Op Associations					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	10	Number of Organization Sustainability Tactical Support Services Provided to Co-Ops					
B13	Coops	5	Number of Ownership Educations Sessions provided to different ownership models including shared equity					
B13	Coops	0	Number of Relocation Plans completed and accepted for Co-Ops					
B13	Coops	6	Numbers of Trainings on Board Operations Governance & Management to Co-ops					
B13	Coops	20	Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management					
B13	Coops	0	Number of written Asset Management & Sustainability Plans for Co-Ops					
B13	Condos	10	Number of Condo Associations receiving Technical Assistance	Public Service or NRSA	$25,000.00		$45,000.00	$70,000.00
B13	Condos	6	Number of Action Plans written for Condo Associations					
B13	Condos	10	Number of Successful Outcomes for Condo Associations					
B13	Condos	6	Number of Asset Management Improvement Services Provided for Condo					
B13	Condos	0	Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo					
B13	Condos	10	Number of Asset Management Tactical Support Services Provided to Condo					
B13	Condos	0	Number of Legal Assistant Services provided to Distressed Condo Associations					
B13	Condos	0	Number of Consultative Services Provided to Condo Associations and Clients					
B13	Condos	10	Number of Organization Sustainability Tactical Support Services Provided to Condo Associations					
B13	Condos	5	Number of Relocation Plans completed and accepted for Condo Associations					
B13	Condos	0	Numbers of Trainings on Board Operations Governance & Management to condo associations					
B13	Condos	10	Number of written Asset Management & Sustainability Plans for Condo Associations					
B13	Coops and Condos	6	Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed					
B13	Coops and Condos	0	Number of Associations (Coops and Condos) referred to private/ nonprofit Law Firm					
B13	Coops and Condos	0	Number of Trainings on Development including Relocation and Construction Management					
B14	Technical Assistance for Small Apartment Owners (25 units and less)	0	Number of Inquiries Received					
B14		0	Number of Owners/Managers receiving Services	Public Service or NRSA				$0.00
B14		0	Number of Action Plans Written					
B14		0	Number of Action Plans Implemented/Completed					
B14		0	Number of Owners/Managers needing Asset Management Guidance					
B8	General Home Management (Post Purchase Non-Delinquent)	0	Number of Homeownership Preservation Workshops					
B8		0	Number of Attendees at Homeownership Preservation Workshops					
B8		0	Number of Post-Purchase Workshops (not including Homeownership Preservation)	Public Service or NRSA	$22,000.00		$28,000.00	$50,000.00
B8		0	Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)					
B8		40	Number of 1:1 Post-Purchase Counseling Sessions					
B8		10	Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions					
B9	Foreclosure Counseling	4	Number of Foreclosure Workshops					
B9		6	Number of Attendees at Foreclsoure Workshops					
B9		1700	Number of 1:1 Foreclosure Counseling Sessions					
B9		400	Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions	Public Service or NRSA	$12,000.00			$12,000.00
B9		0	Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)					
B9		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)					
B9		50	Number referred to Attorney(s) for Legal Services					
B9		300	Number of Foreclosures Prevented					
C15	TOPA Pre-Purchase Counseling & Training	160	Number of TOPA Meetings with Tenant Association					
C15		1700	Number of Attendees at TOPA Meetings	Public Service or NRSA	$105,000.00		$267,000.00	$372,000.00
C15		40	Number of TOPA Training Workshops to Tenants					
C15		200	Number of Attendees at TOPA Training Workshops					
C16	TOPA Post-Purchase Counseling & Training	25	Number of TOPA Post Purchase Training Workshops					
C16		300	Number of Attendees at TOPA Post Purchase Workshops					
C16		250	Number of unduplicated households	Public Service or NRSA	$30,000.00		$65,000.00	$95,000.00
C16		0	Number of one on one counseling sessions					
C16		0	Number of group training/coaching					
C17	Tenant Counseling for HRA - Rental Accomodation Division	0	Number of unduplicated households					
C17		0	Number of one on one counseling sessions	Public Service or NRSA	$58,000.00		$80,000.00	$138,000.00
C17		50	Number of group training/coaching					
C17		400	Number of Attendees at group training/coaching					
Marketing	MARKETING AND OUTREACH	12	Housing Fairs					
Marketing		10	Other Tabling Events					
Marketing		10000	Flyers Distributed					
Marketing		200	Social Media Posts (Facebook, LinkedIn, Instagram)	Public Service or NRSA	$26,000.00		$35,000.00	$61,000.00
Marketing		250000	Mailings					
Marketing		0	Paid Advertizing (display ads in print)					
Marketing			Other					

Marketing			Other					
	TOTALS	272543			$1,024,810.56	$315,189.44	$670,000.00	$2,010,000.00

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit B Budget

- Schedules A (3-1) and A (3-2) for the First Performance Period

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	2/1/2025 - 9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	COMMUNITY BASED
WARD (if applicable):	
TYPE OF ACTIVITY:	Housing Counseling

Instructions: *Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$1,695,698.00	$0.00	$1,695,698.00
Consultants	$7,471.00	$0.00	$7,471.00
Space	$132,761.00	$0.00	$132,761.00
Utilities	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Training	$1,500.00	$0.00	$1,500.00
IT Services & Support	$0.00	$0.00	$0.00
Travel	$3,000.00	$0.00	$3,000.00
Equipment	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$1,840,430.00	$0.00	$1,840,430.00
Total Indirect Costs (De Minimis Cost Rate 10%)	$169,570.00	$0.00	$169,570.00
Total Costs	$2,010,000.00	$0.00	$2,010,000.00

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)

NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 - 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
Personnel Subtotals		$3,558,000.00				$1,413,082.00

Fringe Benefits (Max 20%)	$282,616.00
Total NBAP Grant Personnel Costs	$1,695,698.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	2/1/2025 - 9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	PUBLIC SERVICES
WARD (if applicable):	
c	Housing Counseling

Instructions: *Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$858,602.00	$0.00	$858,602.00
Consultants	$7,471.00	$0.00	$7,471.00
Space	$68,377.56	$0.00	$68,377.56
Utilities	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Training	$1,500.00	$0.00	$1,500.00
IT Services & Support	$0.00	$0.00	$0.00
Travel	$3,000.00	$0.00	$3,000.00
Equipment	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$938,950.56	$0.00	$938,950.56
Total Indirect Costs (De Minimis Cost Rate 10%)	$85,860.00	$0.00	$85,860.00
Total Costs	$1,024,810.56	$0.00	$1,024,810.56

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 - 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
Personnel Subtotals		$3,558,000.00				$715,502.00

Fringe Benefits (Max 20%)	$143,100.00
Total NBAP Grant Personnel Costs	$858,602.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	2/1/2025 - 9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	NON PUBLIC SERVICES
WARD (if applicable):	
TYPE OF ACTIVITY:	Housing Counseling

Instructions: *Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$268,336.00	$0.00	$268,336.00
Consultants	$0.00	$0.00	$0.00
Space	$20,019.44	$0.00	$20,019.44
Utilities	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Training	$0.00	$0.00	$0.00
IT Services & Support	$0.00	$0.00	$0.00
Travel	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$288,355.44	$0.00	$288,355.44
Total Indirect Costs (De Minimis Cost Rate 10%)	$26,834.00	$0.00	$26,834.00
Total Costs	$315,189.44	$0.00	$315,189.44

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 - 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
Personnel Subtotals		$3,558,000.00				$223,613.00

Fringe Benefits (Max 20%)	$44,723.00
Total NBAP Grant Personnel Costs	$268,336.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	2/1/2025 - 9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	NRSA WARD 7-8
WARD (if applicable):	7, 8
TYPE OF ACTIVITY:	Housing Counseling

Instructions: *Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$568,760.00	$0.00	$568,760.00
Consultants	$0.00	$0.00	$0.00
Space	$44,364.00	$0.00	$44,364.00
Utilities	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Training	$0.00	$0.00	$0.00
IT Services & Support	$0.00	$0.00	$0.00
Travel	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$613,124.00	$0.00	$613,124.00
Total Indirect Costs (De Minimis Cost Rate 10%)	$56,876.00	$0.00	$56,876.00
Total Costs	$670,000.00	$0.00	$670,000.00

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 - 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
Personnel Subtotals		$3,558,000.00				$473,967.00

Fringe Benefits (Max 20%)	$94,793.00
Total NBAP Grant Personnel Costs	$568,760.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

Exhibit C Required Reporting

- Monthly Performance Report
- Monthly Report of Group Trainings
- Monthly Report on Outreach and Marketing Activities
- Monthly Reporting of Special Activities
- Monthly Reporting of changes in personnel relative to grant work and payroll
- Quarterly Beneficiary Data
- Quarterly Language Access Report
- Quarterly Data Report

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Welcome, William Winston
Not William Winston?

HELP RESOURCES FULL SCREEN LOGOUT
A▲▼

DC Department of Housing and Community Development

Deadline 00/00/0000

FY25 RFA: Housing Services

SHOW PROGRAM OVERVIEW | SHOW PROGRAM REQUIREMENTS | SHOW RFA SECTION 3.2 - HOUSING SERVICES: DESCRIPTION OF HOUSING PROGRAMS AND SERVICES | SHOW LIBRARY | HIDE ZOOMGRANTS HELP | SHOW ANNOUNCEMENTS 1

ZoomGrants Help [hide this]

Creating a New Application to Submit
The 'Saving' screen is still flashing...now what?
Missed Deadline FAQs
Invite Collaborators to Work on Application

Applicant View

Application Status: Not Submitted

Basic Information | Part I and II-Application Narrative Questions | Budget | Organizational and Financial Capacity | Required Attachments | Activity Log

Report: **OVERDUE** | Report Totals

Ask a Report Question

(answers are saved automatically when you move to another field)

Instructions Show/Hide

As in the past, Performance Reporting is divided into three sections:

- **Workplan Metrics** (numbers only),
- **Accomplishment Narrative** (Text Boxes), and
- **Various uploads** (spreadsheets usually).

This data is extremely important. Reports can affect performance goals and funding. Your reports are used to report to the City Administrator, the Mayor (including DMPED) and to the District Council and its Committee on Housing. Where uploads are required, **use excel files or Word files.** This will allow your information to be uploaded into the database and reported to District leaders.

For **Workplan Metrics,** use only numbers or leave it blank**. Letters such as N/A are to be avoided.** This will make your report impossible to be uploaded in the DHCD database and will require your corrections. Only numbers zero (0) and above can be used. If a metric is left blank, it will be treated as a zero.

In the **Accomplishment Narrative**, text boxes are provided to provide statements of activities or the information requested. In the first Report, please answer Question 22 (Points of Contact) with all points of contact for the areas mentioned. Thereafter in subsequent months, if there are no changes, it is okay to say, "No Changes". The same is true for Question 21 (staffing). Please answer Question 23 (Success Stories), Question 24 (Good News), Question 25 (Other DC agencies and initiatives). Question 26 is important. Remember the RFA asked applicants to align outreach to the Focus Areas mentioned on pages 33 and 34 of the RFA. Mentioning specific Focus Areas in the narrative for Q26 is helpful.

The **Document Upload** section is where excel spreadsheets (usually, sometimes Word Documents) are uploaded. **PDFs cannot be uploaded into database.** [The District of Columbia is fortunate to have many DC Based Programs such as HPAP, IZ/ADU, PADD, SFRRP, TOPA, HRA/RAD related activities, as well as direct services to tenants and tenant groups, and services to Condo/Coop Associations. DHCD staff need monthly reporting in order to better do their work and respond to the needs of DC citizens. These reports are shared directly with the appropriate program manager.]

There three areas of your activities will be reported on a monthly basis to help us meet our HUD and DC Government requirements and the needs of DC residents.

Reporting for Fiscal Year 2025 will begin with Report # 1. The end of Government's fiscal year (9/30/2025) will conclude with Report # 10 and the close-out of FY25 Purchase Orders. The complete schedule is below for the monthly report.

Other Reporting: Beneficiary Data and Language Access

Other reports are also required. These include **Beneficiary Report** and **Language Access Report.** These two reports are required on a quarterly basis. These reports will not be answered within ZoomGrants. The Office of Program Monitoring will provide the spreadsheets to use for these quarterly reports. Please see your Grant Agreement for additional information about the monthly and quarterly reports. Please note, the Beneficiary Report corresponds to the sources and uses of your Grant Agreement. A separate Beneficiary Report is needed for each type of funding awarded: Public Service (PS), Non-Public Service (NPS) and NRSA Wards 7 & 8 PS and NPS.

These quarterly reports will be due:

Oct/Nov/Dec 2/24/2025

Jan/Feb/March 4/10/2025

April/May/June 7/10/2025

July/August/Sept 10/10/2025

Please note we cannot extend these deadlines since they are HUD's deadlines and not in our control. Please submit your report on schedule.

Please remember HUD views reporting and reimbursement requests as inseparable and therefore to be coordinated at the same time. Please avoid not filing on the deadline.

Monthly Reporting on Performance and Accomplishments

Report Number Period Covers Due Date

Report Number	Period Covers	Due Date	Notes
Report 1	FY25 Q1 (Oct/Nov/Dec)	03/03/2025	
Report 2	January	03/03/2025	
Report 3	February	03/10/2025	
Report 4	March	04/10/2025	
Report 5	April	05/10/2025	
Report 6	May	06/10/2025	
Report 7	June	07/10/2025	
Report 8	July	08/10/2025	
Report 9	August	09/10/2025	
Report 10	September	10/10/2025	

In ZoomGrants reporting, there are data questions. Please enter only a whole number. If a particular question doesn't apply to your statement of work and workplan, please enter zero. The narrative questions also require a response. If there is nothing to report in the narrative, please enter a statement such as "No changes" or "Not applicable".

Report 1: 3/3/2025

This report is OVERDUE. Submit Report 1

Agency

This is a branching question. The system will remove questions that do not apply to you based on your answer to Question #1.

Please disregard the number sequencing.

1. Identify Your Agency Name

This is a branching question. Only the questions that apply to your agency will appear.

- ○ CARECEN-Central American Resource Center
- ○ Centro de Apoyo Familar

- ○ Greater Washington Urban League, Inc.
- ○ Housing Counseling Services
- ○ Latino Economic Development Corporation of Washington DC
- ○ Legal Counsel for the Elderly
- ○ Lydia's House in Southeast, Inc.
- ○ Manna, Inc.
- ○ Marshall Heights Community Development Organization, Inc.
- ○ Mi Casa
- ○ Neighborhood Legal Services Program of the District of Columbia
- ○ University Legal Services

Workplan Accomplishment Metrics

2. A1: HUD Housing Counseling

Ignore the auto-total number.

Number of First Time Homebuyers Purchasing Homes

Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)

Number of 1:1 Counseling Sessions (Budget & Credit)

Number of unduplicated households

Number of 1:1 Homebuyer Counseling Sessions

Number of unduplicated households

3. A2: 8-Hour Homebuyer Class

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of 8-hour Homebuyer Educations Classes

Number of Attendees of 8-hour Homebuyer Classes

Number of DHCD Certificates issued

4. A3: HPAP (EAHP/NEAHP)

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of HPAP Pre Purchase Orientations conducted

Number of Attendees at HPAP Orientations

Number of Files submitted to HPAP Administrators

Number of 1:1 HPAP Counseling Sessions

Number of unduplicated households

5. A4: IZ/ADU Orientations

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of IZ Orientations Conducted

Number of Attendees at IZ Orientations

Number of DHCD Certificates issued

6. A5: IZ/ADU Income Certifications

Ignore the auto-total number.

Number of IZ/ADU Income Cetifications completed

7. A6: PADD

Ignore the auto-total number.

Number of PADD group training/coaching

Number of Attendees at PADD group training

Number of 1:1 PADD sessions (if applicable)

Number of unduplicated households receiving 1:1 PADD sessions

Number of PADD Income Certifications

8. A7: General Housing Services & Information (Group Training)

Ignore the auto-total number.

Number of Financial Literacy Trainings (including but not limited to credit & budgeting)

Number of Attendees at Financial Literacy Trainings

Number of Homebuyer Clubs Meetings

Total of Attendees at Homebuer Club Meetings

Number of group trainings or workshops not reported in other categories

Number of Attendes at group trainings or workshops not reported in other categories

9. B8: General Home Management (Post Purchase Non-Delinquent)

Ignore the auto-total number.

Number of Homeownership Preservation Workshops

Number of Attendees at Homeownership Preservation Workshops

Number of Post-Purchase Workshops (not including Homeownership Preservation)

Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)

Number of 1:1 Post-Purchase Counseling Sessions

Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions

10. B9: Foreclosure Counseling

Ignore the auto-total number.

Number of Foreclosure Workshops

Number of Attendees at Foreclsoure Workshops

Number of 1:1 Foreclosure Counseling Sessions

Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number of Foreclsoures Prevented

11. B10: Eviction Counseling

Ignore the auto-total number.

Number of Eviction workshops

Number of Attendees at Eviction workshops

1:1 Eviction Counseling

Unduplciated households 1:1 Eviction Counseling

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number Evictions Prevented

12. B11: SFRR

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of SFRRP Orientations conducted (required)

Number of 1:1 Intake sessions

Number of unduplicated households

Number of complete applications submitted in SFRRP Portal

13. B12: Legal Services for Seniors, Coops and Condos

Ignore the auto-total number.

Senior households receiving legal services

Coop Associations receiving legal services

Condo Associations receiving legal services

Number of Training for Law Firms

Number of Attendees at law firm training

Number of outreach activities

Number of new partnerships initiated

Number of clients helped with Schedule H

Number of clients helped with life planning docs

Number pro bono attorneys engaged in housing-related matters

Number veterans receiving legal counsel/advice

14. B13: Technical Assistance for Coop

Ignore the auto-total number.

Number of Co-Op Associations receiving Technical Assistance

Number of Action Plans written for Co-Op Associations

Number of Successful Outcomes for Co-Op Associations

Number of Asset Management Improvement Services Provided for Co-Op

Number of Asset Management Tactical Support Services Provided to Co-Op

Number of Consultative Services Provided to Co-Op Associations and Clients

Number of Legal Assistant Services provided to Distressed Co-Op Associations

Number of Organization Sustainability Tactical Support Services Provided to Co-Ops

Number of Ownership Educations Sessions provided to different ownership models including shared equity

Number of Relocation Plans completed and accepted for Co-Ops

Numbers of Trainings on Board Operations Governance & Management to Co-ops

Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management

Number of written Asset Management & Sustainability Plans for Co-Ops

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Co-Op Associations

Number of Associations (Coops) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Co-Op Associations

15. B13: Technical Assistance for Condo Associations

Ignore the auto-total number.

Number of Condo Associations receiving Technical Assistance

Number of Action Plans written for Condo Associations

Number of Successful Outcomes for Condo Associations

Number of Asset Management Improvement Services Provided for Condo

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo

Number of Asset Management Tactical Support Services Provided to Condo

Number of Legal Assistant Services provided to Distressed Condo Associations

Number of Consultative Services Provided to Condo Associations and Clients

Number of Organization Sustainability Tactical Support Services Provided to Condo Associations

Number of Relocation Plans completed and accepted for Condo Associations

Numbers of Trainings on Board Operations Governance & Management to condo associations

Number of written Asset Management & Sustainability Plans for Condo Associations

Number of Associations (Condos) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Condo Associations

16. B14: Technical Assistance for Small Apartment Owners (25 units and less)

Ignore the auto-total number.

Number of Inquiries Received

Number of Owners/Managers receiving Services

Number of Action Plans Written

Number of Action Plans Implemented/Completed

Number of Owners/Managers needing Asset Management Guidance

17. C15: TOPA Pre-Purchase Counseling & Training

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Meetings with Tenant Association

Number of Attendees at TOPA Meetings

Number of TOPA Training Workshops to Tenants

Number of Attendees at TOPA Training Workshops

18. C16: TOPA Post-Purchase Counseling & Training

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Post Purchase Training Workshops

Number of Attendees at TOPA Post Purchase Workshops

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

19. C17: Tenant Counseling for HRA - Rental Accommodation Division

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

Number of Attendees at group training/coaching

20. Marketing & Outreach

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Housing Fairs

Other Tabling Events

Flyers Distributed

Social Media Posts (Facebook, LinkedIn, Instagram)

Mailings

Paid Advertising (display ads in print)

Other

Accomplishment Narrative

21. Staffing Information: Any changes (terminations or new hires) in staff members who are on the grant? Or in the Executive Leadership or Management Team? Number of HUD Certified Counselors (expressed as FTEs) on staff at the

end of this reporting period?

Maximum characters: 1000. You have 1000 characters left.

22. Who are the current Points of Contact and email for the following: 1) Executive Leader (NOTE: Executive leader is copied on all communication): 2) Grant/Fund Development: 3) Grant/Accounting: 4) Program Managers/Directors/Supervisors:

Maximum characters: 1000. You have 1000 characters left.

23. Please provide us with client success story/stories for this quarter by program. You may provide a link to an article that has been written for other purposes (newsletter, website, or newspaper article).
Redact (use a pseudonym) for any client name or other personal identifying information if you have not received a release.

Maximum characters: 3000. You have 3000 characters left.

24. Any good news to share? Any events and activities coming up? (e.g. obtained other grant funds to leverage DHCD grant, Open Houses, Presentations, Community Events, etc.)
Upload a calendar of upcoming program events (in-person or webinars).

Maximum characters: 3000. You have 3000 characters left.

25. Describe your organization's involvement in other projects or initiatives with other District agencies.

Maximum characters: 3000. You have 3000 characters left.

26. Describe your marketing and outreach during this period. What groups or areas did you market to, numbers, and in what way did you contact them (mail, event, email, personal, media, etc.)?

Maximum characters: 3000. You have 3000 characters left.

27. Describe any specific obstacles (if any) to your organization's program or service delivery during this period?

Maximum characters: 3000. You have 3000 characters left.

Documents Requested *	Required?	Uploaded Documents *	
ALL: Procurement Report, as applicable Download template: Procurement Report			Upload
ALL: Language Access for Outreach and Group Sessions Download template: Language Access for Outreach and Group Sessions	Required		Upload
ALL: Calendar of Next Quarter (3 months) of Orientations, Trainings, Workshops & 8-Hour Classes	Required		Upload
A-2 HBE 8-Hour Class Attendance Certificates Download template: A-2 HBE 8-Hour Class Attendance Certificates			Upload
A-3 Homebuyer Assistance Program Intake Download template: A-3 Homebuyer Assistance Program Intake			Upload
A-4 IZ Orientation Attendance Certificates Download template: A-4 IZ Orientation Attendance Certificates			Upload
B-11 SFRRP Intake Download template: B-11 SFRRP Intake			Upload
C-15 and C-16 TOPA Reporting Download template: C-15 and C-16 TOPA Reporting			Upload
C-17 Training for Tenants and Tenant Organizations Download template: C-17 Training for Tenants and Tenant Organizations			Upload

** ZoomGrants™ is not responsible for the content of uploaded documents.*

CDBG PUBLIC SERVICE* HOUSING COUNSELING (HC) PROGRAM

HEAD OF HOUSEHOLD DEMOGRAPHICS

IDIS Number	
Community Based Organization (CBO)	
National Objective/Matrix Code	
Project Analyst	
Proposed HOUSEHOLDS TO Serve	
Total HOUSEHOLDS Served	
Difference Used for CAPER Analysis	

Tip #1	Avoid Duplicative Reporting
Tip #2	Complete each cell; even if N/A (Not Applicable)
Tip #3	Do not complete Greyed-Out Cells
Tip #4	Based on HEAD of HOUSEHOLD
Tip # 5	Submit Quarterly
Tip #6	Public Service - HC that cannot show proof a home was purchased.
Tip # 7	OPM - Kelly Ann Morrow, DHCD Grant Management Officer, kelly-ann.morrow@dc.gov

HEAD OF HOUSEHOLD CHARACTERISTICS

Race/Ethnicity/Household Composition	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	ALL MUST MATCH: Total All Wards	ALL MUST MATCH: Total Tenants and Owners
White	0	0		0	0																					0	0	0
Black/African American	0	0		0	0																					0	0	0
Asian	0	0		0	0																					0	0	0
Native American/Alaskan Native				0	0																					0	0	0
Native Hawaiian/Other Pacific Islander				0	0																					0	0	0
Native American/Alaskan Native & White				0	0																					0	0	0
American Indian/Alaskan Native & White				0	0																					0	0	0
Asian & White				0	0																					0	0	0
Black/African American & White				0	0																					0	0	0
Native American/Alaskan Native & Black/African American				0	0																					0	0	0
Other Multi Racial				0	0																					0	0	0
Did Not Report				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Income Data (in accordance with HUD Part 5)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	ALL MUST MATCH: Total All Wards	ALL MUST MATCH: Total Tenants and Owners
Extremely Low 0-30 %	0			0	0																					0	0	0
Low 31%-50%	0			0	0																					0	0	0
Moderate 51%-80%	0			0	0																					0	0	0
Non-Low/Moderate 81% - 110%				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Additional Data (Does not apply to Single Family Residential Rehabilitation Program)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	ALL MUST MATCH: Total All Wards	ALL MUST MATCH: Total Tenants and Owners
With New or Continuing Access to Service or Benefit	0			0	0																					0	0	0
With Improved Access to Service or Benefit				0	0																					0	0	0
Received a Service or Benefit that is No Longer Substandard				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Language Access

The recent Executive Order of the President makes English the Official Language of the United States.

Grantees may translate forms, document, trainings into other languages as they deem appropriate for the benefit of clients.

Grantees may also make provision for clients to have access who are English Proficient/Non-English Proficient (LEP/NEP).

The Language Access line remains available to Grantees. OPM can provide the phone number.

Grantees are encouraged to report on a quarterly basis concerning language accommodation for clients.

Tracking includes:

- Language
- Use of interpreter, bi-lingual staff person or language access telephonic line
- Used on the group basis or individual and the number of each

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit D Method to determine Client Eligibility for Services

Method to determine Client Eligibility for Services:
By Household

DHCD will provide the spreadsheet to use for this Quarterly Report

If a grantee has two or three sources/uses of grant funds, a separate report is needed for each.

Sources/Uses includes

1. Public Services (PS),
2. Non-Public Services (NPS) and
3. NRSA Wards 7 & 8 PS & NPS.

For each the Household report includes:

Section 1

Grantees will provide the following information concerning race/ethnicity which shall be recorded by

- Ward,
- Head of Household,
- Tenant/Owner

White
Black/African American
Asian
Native American/Alaskan Native
Native Hawaiian/Other Pacific Islander
Native American/Alaskan Native & White
American Indian/Alaskan Native & White
Asian & White
Black/African American & White
Native American/Alaskan Native & Black/African American
Other Multi Racial
Did Not Report
TOTAL

Section 2

Also, each household shall be counted by income category using the CDBG income categories and dollar amounts. (See chart in this exhibit.)

Section 3

Lastly, each household shall be counted by CDNG service category.

With New or Continuing Access to Service or Benefit
With Improved Access to Service or Benefit
Received a Service or Benefit that is No Longer Substandard

The Number of Households in each of the above calculations be the same. That is, if 100 households are reported in Section 1, there must be 100 in reported also in Sections 2 and 3.

This procedures is repeated for:

- Non-Public Service Activities
- NRSA Wards 7 & 8 Public Service and Non-Public Service

INCOME LIMITS WITH UNCAPPED LIMITS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
U.S. Department of Housing and Urban Development (HUD) FY 2023
Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	**84,400**	**96,450**	**108,500**	**120,550**	**130,200**	**139,850**	**149,500**	**159,150**

	Median Income	**Family Four Low Income Limit**
DC	**$152,100**	**$95,300**

This grant will consider eligibility based on Household Beneficiary Data

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit E Budget Modification Form

INCOME LIMITS WITH UNCAPPED LIMITS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
U.S. Department of Housing and Urban Development (HUD) FY 2023
Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	**84,400**	**96,450**	**108,500**	**120,550**	**130,200**	**139,850**	**149,500**	**159,150**

	Median Income	**Family Four Low Income Limit**
DC	**$152,100**	**$95,300**

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit F Drug Free Workplace Certification

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code. and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - lll, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. **Debarment, Suspension, And Other Responsibility Matters (Direct Recipient)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

1. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F. for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020. Notice shall include the identification number(s) of each effected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and incising termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (1), (c), (d), (e), and (f).

B. The applicant may insert in the space provided below the sites) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Drug-Free Workplace (Grantees who are Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, subpart F, for grantees as defined at 28 CFR Part 67; Sections 67 615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020.

As the duly authorized representative of the applications,
I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address

Housing Counseling Services, Inc.
2410 17th Street, NW, Suite 100 {Adams Alley}
Washington, DC 20009

52-0958568

2. Application Number and/or Project Name | **3. Grantee IRS/Vendor Number**

FY 2025 Housing Counseling Services Program

4. Typed Name and Title of Authorized Representative

Marian Siegel, Executive Director

5. Signature

October 22nd, 2024

6. Date

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit G Service Area Eligibility

This grantee provides services to residents of all DC Wards and will focus on the neighborhoods in these corridors where DHCD has invested resources for housing development.

- 16th St NW Corridor near the intersection with Havard St NW (Columbia Heights) in Ward 1
- Georgia Ave and New Hampshire Ave NW Corridor (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- Rhode Island Ave and South Dakota Ave NE Corridor (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 5
- M and South Capitol Streets SW Corridor (Greenleaf/Waterfront) in Ward 6
- Benning Road and Florida Ave NE Corridor (NoMa/Ivy City/Trinidad) Ward 6
- Minnesota Ave and Benning Rd NE Corridor (Benning, Greenway) in Ward 7
- Pennsylvania Ave and Minnesota Aves SE Corridor (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- East Capitol and Benning Rd Corridor (Capital View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- Marion Barry Ave and Martin Luther King Aves SE Corridor (Historic Anacostia, Fairlawn Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- Marion Berry Ave and Alabama Aves Corridor (Skyland, Woodland, Garfield Heights) in Ward 8
- Martin Luther King Ave and Alabama Ave Corridor (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- South Capital St and Chesapeake Aves SE Corridor (Bellevue, Washington Highlands) in Ward 8

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit H Insurance Requirements

DHCD-BILL WINSTON-GRANT FOR VARIOUS COMMUNITY-BASED ORGANIZATIONS HOUSING COUNSELING AND SERVICES AF07082024

INSURANCE

A. GENERAL REQUIREMENTS. The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this grant, the types of insurance specified below. The Grantee shall submit a Certificate of Insurance to the Grant Administrator (GA) giving evidence of the required coverage prior to commencing performance under this grant. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the GA.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Grantee and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this grant, with the understanding that any affirmative obligation imposed upon the insured Grantee or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its subcontractors, and not the additional insured. The additional insured status under the Grantee's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the GA in writing. All of the Grantee's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Grantee or its subcontractors, or anyone for whom the Grantee or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the GA with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the GA in writing), covering liability for all ongoing and completed operations of the Grantee and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an

Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or it's equivalent) to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the GA in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee in connection with work under this agreement, with a minimum combined single limit of $1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Grantee shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Defense costs shall be in addition to and not erode the limits of liability
e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or it's equivalent)

3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

   Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   The Workers Compensation and Employers Liability shall be further endorsed to:
   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the GA of commercial umbrella or excess liability insurance with minimum limits of $5,000,000 per occurrence and $5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS
Any and all subcontractors engaged by Grantee for work under this agreement shall be required to have the same insured required of Grantee. Should the Grantee wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Grantee shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Grantee. In either instance, the Grantee must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

E. DURATION. The Grantee shall carry all required insurance until all grant work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this grant and two years for non-construction related grants.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the Grantee's liability under this grant.

G. CONTRACTOR'S PROPERTY. Grantee and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.

H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the grant price.

I. NOTIFICATION. The Grantee shall ensure that all policies provide that the GA shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Grantee no long complying with the above requirements. The Grantee shall provide the GA with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the GA with an updated Certificate of Insurance should its insurance coverages renew during the grant. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Grantee at least 30 days' notice of the change. Grantee must comply, at your expense, and deliver to the GA evidence of compliance before the change becomes effective.

J. CERTIFICATES OF INSURANCE. The Grantee must send to GA, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Grantee must also provide us with evidence of renewal before the expiration date of each insurance policy. Grantee is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . Certificates of insurance must reference the corresponding grant number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:
William Winston, Grant Administrator (DHCD)
1909 Martin Luther King Jr Av SE, Washington DC 20020
771-208-9628
Bill.winston@dc.gov

The GA may request and the Grantee shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Grantee expires prior to completion of the grant, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the GA prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the GA on an annual basis as the coverage is renewed (or replaced).

K. DISCLOSURE OF INFORMATION. The Grantee agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Grantee, its agents, employees, servants or subcontractors in the performance of this grant.

L. CARRIER RATINGS. All Grantee's and its subcontractors' insurance required in connection with this grant shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.

M. WARRANTIES. When applicable, the Grantee should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). GA should collect, review for accuracy, and maintain all warranties for goods and services.

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Mayor's Order 2023-131

GOVERNMENT OF THE DISTRICT OF COLUMBIA
ADMINISTRATIVE ISSUANCE SYSTEM

Mayor's Order 2023-131
October 31, 2023
SUBJECT: Updated District Government Sexual Harassment Policy, Guidance, and Procedures

ORIGINATING AGENCY: Office of the Mayor

By virtue of the authority vested in me as Mayor of the District of Columbia by sections 422(2), (3), and (11) of the District of Columbia Home Rule Act of 1973, 87 Stat. 790; Pub. L No. 93-198, D.C. Official Code §§ 1-204.22(2), (3), and (11), it is hereby **ORDERED** that:

I. PURPOSES AND BACKGROUND

This Order incorporates provisions of, updates, and supersedes Mayor's Order 2017-313, dated December 18, 2017, regarding sexual harassment in District of Columbia ("District") Government workplaces.

In addition to providing procedural updates to the District's sexual harassment policy, this Order establishes and directs the Sexual Harassment Task Force to further examine the District's sexual harassment policies and provide recommendations to further the goal of a harassment-free workplace; establishes obligations of District Government employees; adds Mayor's direct reports to those required to be referred for outside investigation of sexual harassment; and bans all sexual and romantic relationships between supervisors and the employees in their chain of command.

This Order reaffirms that the District Government does not tolerate any form of inappropriate workplace conduct including sexual harassment, nor does it tolerate sexual harassment in non-employment interactions between District Government employees and the public. Sexual harassment is recognized as one of the most unjust, demeaning, and demoralizing examples of workplace misconduct.

This Order also requires that employees be trained on sexual harassment every year and provides additional specificity as to the qualifications and role of Sexual Harassment Officers.

Further, this Order directs agency compliance with the Sexual Harassment Data Collection and Reporting Act of 2022, D.C. Law 24-171, D.C. Official Code § 1-546.01, and clarifies, consistent with the Human Rights Enhancement Amendment Act of 2022, D.C. Law 24-172, D.C. Official Code § 2-1402.11(c-2), the definition of sexual harassment.

II. INDIVIDUALS AND ENTITIES COVERED

A. Prohibitions and Protections

1. This Order is intended broadly to prohibit sexual harassment in all interactions with District Government employees and officials and persons acting on behalf of the District Government, and to facilitate speedy investigation and non-monetary remedial action including warnings to stop offensive behavior, additional training, reassignments, and personnel and contract actions.

2. The District of Columbia prohibits workplace sexual harassment by all District Government employees and officials. The prohibition applies to harassment of other employees and officials and to harassment of third parties

and members of the public interacting with the District Government, such as vendors, contractors, grantees, customers, clients, and other persons visiting or working at District Government worksites or service sites inside and outside District Government agencies.

3. Likewise, contractors and grantees carrying out work on behalf of the District Government shall not sexually harass colleagues who carry out work on behalf of the District Government; District Government employees; or customers, clients, or beneficiaries of the services the contractors and grantees provide on behalf of the District Government; and those clients, customers, beneficiaries, employees, and colleagues may file complaints that trigger sexual harassment investigations and possibly remedies. Remedies may include requiring the contractor or grantee to use alternate personnel to provide services, and other remedies available under the contract or grant agreements up to and including contract or grant termination or non-renewal of the grant or contract.

4. In addition, sexual harassment by District Government clients, customers, or visitors against District Government employees, contractors, or grantees, or other clients, customers, or visitors, at District Government worksites or service sites, is prohibited and complaints made against District Government employees who sexually harass contractors, grantees, agency clients, customers or visitors, upon investigation, may result in discipline of the employee and accommodations of the contractor, grantee, customer or visitor, such as having another government official assigned to the matter.

5. In the course of their duties as members of District of Columbia boards and commissions, board and commission members are bound by the prohibitions, procedures, and deadlines set forth in this Order.

6. Not every procedure set forth in this Order applies to persons not working for the District Government.

B. Scope

1. Laws prohibiting sexual harassment apply throughout the District Government. The agencies listed below should either use the training, procedures, information, and processes provided in this Order, or their own, similar ones. To the extent District law requires centralized reporting, the reporting requirements in this Order apply to all agencies.

2. Those agencies include the Office of the Attorney General, the Office of the Chief Financial Officer, the Board of Elections, the Zoning Commission, the Public Service Commission, the Commission on Arts and Humanities, the Washington Convention and Sports Authority (Events DC), the Board of Education, the University of the District of Columbia, the DC Public Library, the DC State Athletics Commission, the Public Charter School Board and public charter schools, the Office of the People's Counsel, the District of Columbia Water and Sewer Authority (DC Water), the Green Finance Authority, the Health Benefit Exchange Authority, the Not-for-Profit Hospital Corporation, the Contract Appeals Board, the DC Retirement Board, the Office of Employee Appeals, the DC National Guard, the Criminal Justice Coordinating Council, the Office of Police Complaints, the Corrections Information Council, and the Uniform Law Commission.

3. This Order does not apply to the Council of the District of Columbia, Advisory Neighborhood Commissions, or the DC Courts, and agencies and offices subordinate to them.

III. SEXUAL HARASSMENT

A. Through the Human Rights Enhancement Amendment Act of 2022, D.C. Law 24-172, effective September 21, 2022; D.C. Official Code § 2-1402.11(c-2), the Council has, in the employment context, expanded the definition of "harassment" and "sexual harassment" under the D.C. Human Rights Act to provide that sexual harassment includes conduct of a sexual nature, "whether direct or indirect, verbal or nonverbal, that unreasonably alters an individual's terms, conditions, or privileges of employment or has the purpose or effect of creating an intimidating, hostile, or offensive work environment."

B. In addition, sexual harassment includes "sexual advances, requests for sexual favors, or other conduct of a sexual nature where submission to the conduct is made either explicitly or implicitly a term or condition of employment or where submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual's employment." This is sometimes referred to as quid pro quo sexual harassment.

C. In determining whether sexual harassment has taken place, the D.C. Human Rights Act states that "conduct need not be severe or pervasive to constitute harassment" and that "no specific number of incidents or specific level of egregiousness is required."

D. Examples of conduct that can contribute to or constitute sexual harassment or an intimidating, hostile, or offensive work environment include:

1. Sex acts;

2. Display of sexual organs;

3. Using sexually oriented or sexually degrading language describing an individual or their body, clothing, hair, accessories, or sexual experiences;

4. Sexually offensive comments or off-color language, jokes, or innuendo that a reasonable person would consider to be of a sexual nature, or belittling or demeaning to an individual or a group's sex, sexual orientation, or gender identity;

5. "Sexting" or seeking or sending pictures of intimate body parts;

6. Taking or displaying pictures of body parts meant to be covered up (such as "upskirting" pictures);

7. Displaying or disseminating sexually suggestive objects, books, screensavers, magazines, photographs, music, cartoons, or computer internet sites or references;

8. Unnecessary and inappropriate touching or physical contact, such as intentional and repeated brushing against a colleague's body, touching or brushing a colleague's hair or clothing, massages, groping, patting, pinching, or hugging, that a reasonable person would consider to be of a sexual nature;

9. Leering, ogling, or making sexually suggestive gestures or sounds, such as whistling or kissing noises;

10. Making inquiries about someone's private sex life or describing one's own sex life;

11. Workplace sexual comments, conduct, displays and suggestions between two willing parties in the presence of another that are inconsistent with professional workplace norms;

12. Any unwanted repeated contact, including, but not limited to in-person, or telephonic, for romantic or sexual purposes;

13. Giving a preference to someone who is engaged in a dating, romantic, or sexual relationship based on the relationship to the disadvantage of someone who is not engaged in a dating, romantic, or sexual relationship; and

14. Sexual assault, stalking, trapping someone such that they are not free to leave and a sexual encounter is expected or threatened, threats of bodily harm relating to sex or the refusal to have sex, or other crimes related to acts of sexual harassment.

E. Further, the District may treat some conduct of a sexual nature as misconduct, even when it does not rise to the level of unlawful sexual harassment actionable under the D.C. Human Rights Act. As an example, an employee who tends to greet people with a hug may have been warned that the conduct was offensive to some employees and then hugs an employee whom they have not seen in many months. The conduct may not rise to the level of "unreasonably altering the individual's terms, conditions, or privileges of employment," but it could constitute misconduct since they had been warned that some employees associate hugging with unwanted sexual contact that is offensive in the work environment.

IV. DATING, ROMANTIC, AND SEXUAL RELATIONSHIPS IN THE WORKPLACE

A. Prohibitions

1. Prohibitions on certain dating, romantic, or sexual relationships in the workplace exist to prevent real or perceived impropriety, favoritism, conflicts of interest due to power dynamics, control of an employee's assignments and performance reviews, as well as to advance fairness for all other employees, contractors, grantees, and clients. Even consensual dating, romantic, or sexual relationships can generate allegations of favoritism based on sexual relationships or sexual harassment by one of the parties or a third party. Relationships, or aspects of relationships, that may be perceived as consensual by one party may be considered coerced or harassing by the other party due to power dynamics, and relationships that start consensually may evolve into sexual harassment.

2. Subject to the conditions and implementation procedures discussed in this Order, it is now the policy of the District Government that a dating, romantic, or sexual relationship between a supervisor and any employee in the chain of command they supervise – whether supervision is direct or indirect, operational or situational – is prohibited. Note that chain of command in this definition may span agencies or divisions within an agency.

3. In addition, District Government employees shall not initiate a dating, romantic, or sexual relationship with trainees, recruits, or interns, regardless of the employee's assignment in relation to the trainee, recruit, or intern if the employee is in the same agency as the trainee, recruit, or intern.

4. Further, this Order prohibits dating, romantic, and sexual relationships when they are prohibited by applicable professional or ethical standards, such as lawyer-client, doctor-patient, or social worker-client.

5. District Government employees shall not participate personally and substantially in particular matters that affect or could affect the financial interests of someone with whom they are in a dating, romantic, or sexual relationship, whether that person is an employee, grantee, contractor, or client of the agency.

B. Designation of Person or Committee to Resolve Issues Surrounding Workplace Relationships; Existing Relationships

1, By November 17, 2023, District Government agency directors shall designate their own agency human resources agency/officers, another appropriate officer, or an office or committee to receive disclosures of relationships and resolve workplace issues arising from any prohibited dating, romantic, or sexual relationship on a case-by-case basis consistent with this Order; absent such a designation, disclosures shall be made to the Director.

2. By December 8, 2023, existing relationships that fall within the prohibitions of this Order must be disclosed to the designee identified in subsection IV.B.1. of this Order, in the manner specified by their agency or on a form to be created by DCHR, whereupon the situation will be evaluated and a resolution determined.

3. Resolution may involve giving the employees a defined but reasonable time to find a new position where the relationship is not implicated by this Order; shifting reporting structures to take the relationship out of a prohibited status; or establishment of recusal structures when the employees do not work in the same agency or division but they heretofore were in situational or operational chains of command.

4. To the extent adjustments are made in work sites or shifts, reporting structures, job duties or any other factor for one or both of the persons in the relationship, agencies shall endeavor to afford such options on a voluntary basis for all concerned, particularly if an employee not involved in a prohibited relationship is affected by any proposed accommodation of the relationship.

5. If no satisfactory resolution of the prohibited relationship can be reached, the persons in a dating, romantic, or sexual relationship may request a waiver of the provisions of this Order. Waiver requests shall be submitted to the Mayor and shall be accompanied by a recommendation from the agency or agency designee. Waiver requests may include any information relevant to the determination and shall be on a form to be created by the Department of Human Resources ("DCHR").

6. Agencies may make reasonable efforts to assist with a transfer or reassignment, without prejudicing either employee (or any other employee), but it is not the responsibility of the personnel authority or the agency to restructure their agency operations or find a new position for someone in the relationship. No agency is required to grant a request or application for a transfer.

7. Agencies may promulgate regulations or policies consistent with this Order to effect its implementation and to provide consistent treatment for employees facing this situation, though each relationship may pose unique issues. Agencies may also issue rules explaining in more detail for their agencies' employees and contractors how terms such as "dating," "chain of command" and "trainee" are to be interpreted considering their agency's operations. Agencies may prohibit dating, romantic, or sexual relationships with their own clients or clients of the agency or a subset of the agency, as the agency deems appropriate to prevent factual or perceived impropriety or favoritism. For instance, an agency with both social workers and non-licensed employees providing case work to agency clients could extend the ban on dating and sexual relationships with clients to their non-licensed employees, to hold them to the same professional standards as their licensed colleagues.

8. By December 12, 2023, agencies shall report the number of disclosed relationships to the Mayor's Office of Legal Counsel ("MOLC") and the contact information of the person handling requests for accommodation, for consideration by the Sexual Harassment Taskforce.

C. Disclosure of Relationships

1. In addition to the disclosures of existing relationships required by Section IV.B., if by promotion or agency reorganization or other circumstance, two employees in a dating, romantic, or sexual relationship would fall into a prohibited relationship status, their relationship must be disclosed as soon as the possibility of falling into prohibited status is realized by either person in the relationship.

2. If there is a reasonable likelihood that someone would raise a credible charge that there was or could be preferential treatment based on a dating, romantic, or sexual relationship that is not in a chain of command, then the employees involved in the dating, romantic, or sexual relationship must also report their relationship to the person or office designated pursuant to Section IV.B. Such reporting is necessary for consideration of whether additional safeguards are necessary and whether the prohibition on relationships based on situational supervision is implicated.

D. New Relationships

Generally, if two persons in a chain of command wish to begin a dating, romantic, or sexual relationship with each other, one party to the relationship should apply for a transfer or otherwise seek employment that eliminates the supervisory relationship before the relationship begins so that no prohibited relationship commences. For example, a supervisor may be transferred to another supervisory role so that they are not in the chain of command with the other person.

E. Conduct

1. District Government employees in a dating, romantic, or sexual relationship with another District Government employee, or client/customer of their agency, or grantee or contractor of their agency, shall conduct themselves in an appropriate manner while on duty and shall not engage in behavior that detracts from a professional work environment.

2. Any sexual activity at work sites or during an employee's working hours, regardless of location, is prohibited.

F. Violations

A violation of a provision of this Order regarding dating, romantic, or sexual relationships may not constitute sexual harassment as defined above, but an employee who engages in a prohibited relationship under Section IV.A. of this

Order or fails to disclose a relationship that is required to be disclosed shall be subject to appropriate personnel action, up to and including termination.

G. Legal Representation

If legal action is commenced against the District of Columbia and/or a supervisor who engaged in a dating, romantic, or sexual relationship with an employee, or a person engaged in a potentially-conflictual relationship, the existence of the sexual or romantic relationship will be a factor in the District of Columbia's decision to provide legal representation to the supervisor or the employee(s) engaged in a relationship.

V. PROCEDURES FOR STOPPING SEXUAL HARASSMENT; REPORTING AND INVESTIGATING SEXUAL HARASSMENT CLAIMS

A. Employee Obligations

1. District Government employees are bound by the principles set forth in the Code of Conduct at 6B DCMR §§ 1800.2–1800.4 and are expected to act at all times in a manner reflecting their roles as public servants. Depending on an employee's role in the District Government, the obligations regarding the prevention of sexual harassment may differ. "Employees" for the purpose of this Order include contractors engaged by the District Government performing work on behalf of the District similar to that as its employees, such as at District worksites.

2. All employees are obligated to:

a. Refrain from engaging in behavior that constitutes sexually harassing conduct;

b. Refrain from initiating or conducting a prohibited dating, romantic, or sexual relationship as described in Section IV.A. of this Order;

c. Disclose their own dating, romantic, or sexual relationships with other employees if required in Section IV.D. of this Order;

d. Affirm their agreement to comply with this Order;

e. Complete annual sexual harassment training;

f. Cooperate fully in any inquiry or investigation into an alleged violation of this Order; and

g. Refrain from any behavior that may call into question the impartial and harassment-free provision of services to constituents, agency clients or customers, contractors, or grantees.

3. Supervisors should take particular care to avoid conduct that could lead to allegations of sexual harassment, considering time, place, and situations of interactions with employees.

B. Employee Communication

1. To avail themselves of the procedures and protections of this Order, when a District Government employee finds conduct unwelcome, intimidating, or offensive, they may: (a) tell the person who is engaging in offensive or inappropriate sexual conduct to stop and that such conduct is unwelcome; or (b) ask the employee's supervisor, General Counsel, or Sexual Harassment Officer to advise the person that the conduct is offensive and unwelcome; or (c) proceed immediately to file a complaint of sexual harassment under this Order.

2. Employees and others engaged in intervention are encouraged to document all intervention efforts or requests to cease reported inappropriate sexual conduct, including conversations, texts, or email exchanges.

C. Reporting Allegations of Inappropriate Conduct of a Sexual Nature or Sexual Harassment

1. All District Government employees are encouraged to help ensure that District Government workplaces are free of sexual harassment. Employees who know of incidents of inappropriate conduct of a sexual nature, as well as behavior that may create an intimidating, hostile, or offensive work environment, or who are victims of inappropriate conduct of a sexual nature, should report the inappropriate conduct.

2. Employees may report to the Sexual Harassment Officer ("SHO") of their agency or any other agency, or the supervisor or manager of the employee engaging in inappropriate conduct, to their own supervisor, or to the agency General Counsel. Contractors, grantees, and customers of agencies may report allegations of inappropriate conduct of a sexual nature to the SHO of the relevant agency or any other agency, the relevant agency's General Counsel, the supervisor of the employee who engaged in the alleged inappropriate conduct, or their grant or contract administrator.

3. Allegations of sexual harassment against the Mayor, City Administrator, Mayor's Chief of Staff, Mayor's Senior Advisor, Director of the MOLC, any Deputy Mayor, or any official who directly reports to the Mayor, shall be referred to the Inspector General to determine if the allegation is credible, in which case it shall be referred for independent investigation. Such investigations shall be carried out by an entity outside the District Government and those reports shall be provided to MOLC (or the City Administrator if the allegation is against the Director of the MOLC) and the Inspector General.

D. Agency Responsibilities

1. Sexual Harassment Officers ("SHOs") and Investigations

a. Each Deputy Mayor's Office and each agency shall designate a primary SHO and an alternate SHO and shall update the designations, as needed, on an ongoing basis. Each agency shall provide the names of its SHOs to DCHR, and DCHR shall maintain a current District-wide list of agency SHOs. Further, pursuant to D.C. Official Code § 1-546.01(2), SHOs shall be registered with the Office of Human Rights ("OHR").

b. SHOs shall be trained and qualified to serve. To be qualified to serve as a SHO, individuals must have taken and continue to take annual training provided by DCHR and OHR. SHOs may but are not required to be an agency's Equal Employment Opportunity ("EEO") officer, or human resources manager; they must be competent in EEO laws and be designated by the agency to accept sexual harassment complaints and to review and investigate claims. SHOs need not be attorneys.

c. The primary and alternate SHOs for a smaller agency may be employees of another agency (i.e., the SHO of a larger agency may serve as the SHO for a smaller agency). An agency of any size may also obtain assistance from another agency's SHO in handling a particular investigation, including having another agency's SHO carry out an investigation, where there is a possibility of the appearance of a conflict of interest, or for administrative convenience. For the purposes of this Order, a smaller agency availing itself of this option will still be referred to as the "agency."

d. A person seeking to report a violation of this Order may file with any agency SHO, not solely the SHO at their agency or the agency at which the alleged sexual harassment occurred. Persons filing complaints, however, are not entitled to have the investigation conducted by the person of their choosing.

e. If a complaint is reported to someone other than the SHO, the person receiving the complaint must notify the agency SHO, unless giving notice would raise conflict of interest concerns, in which case the person must notify the agency General Counsel.

f. Unless the complaint is against the agency General Counsel, the SHO shall immediately notify the agency's General Counsel of the complaint, and the General Counsel shall thereafter notify the Mayor's Office of Legal Counsel ("MOLC"). The SHO may consult with the agency's General Counsel, or the General Counsel's designee, for legal guidance on conducting the investigation and shall notify the General Counsel of any issue that may require higher-level support. If the complaint is against the General Counsel, the SHO shall notify the MOLC directly.

g. SHOs should review DCHR's SHO training materials before initiating an investigation. DCHR has training materials on duties to inform the bargaining unit, the right to union representation during investigatory questioning, assessing credibility, unconscious bias, conducting interviews, gathering evidence, protecting confidentiality, preservation of evidence, when to stop an investigation and refer a matter for criminal investigation and more.

h. The primary function of a SHO is to accept complaints alleging violations of this Order and to gather, investigate and review the factual basis of the claim(s). SHOs may corroborate or refute factual allegations; SHOs may provide impressions and evidence regarding the credibility of witnesses. They weigh such evidence and may take into account their impressions of the credibility of witnesses. Ultimately, SHOs make and submit to the appropriate agency Director recommended determinations of whether the allegations are substantiated or are not substantiated. They are not to make legal conclusions about whether sexual harassment occurred.

i. Investigations of allegations of inappropriate conduct of a sexual nature shall be conducted, and the associated investigation report completed, as soon as practicable, within sixty (60) days after the filing of the report of the alleged sexual harassment, absent unusual circumstances.

j. The investigative report shall include a description of the allegations, a description of the SHO's investigation, a description of the evidence adduced by the SHO, and the SHO's recommended determination as to whether the allegations were substantiated. The SHO shall transmit the report to the Director or agency Director's designee and General Counsel of the agency where the alleged harasser is employed.

2. Interim Remedial Actions

a. Pending the completion of the SHO investigation and report, the issuance of the agency report, and the imposition of any disciplinary action, and to protect the rights of the alleged victim as well as the alleged harasser, the agency may take temporary personnel actions that do not result in any adverse employment action to either party.

b. When an agency becomes aware of an allegation of misconduct of a sexual nature, the agency shall notify the alleged harasser of the reported behavior and may demand that the alleged behavior cease immediately and not be repeated.

c. The agency shall take such other remedial steps as it deems appropriate to mitigate the possibility of the alleged harassing conduct continuing.

d. Interim remedial actions are administrative rather than disciplinary and may include, but are not limited to, transfers, reassignment of duty station, changed shifts, duties or reporting requirements, mandatory administrative leave with pay, or other appropriate measures that do not result in reduction of pay, demotion in title or responsibility, or other loss of employee benefits. In general, the agency should avoid moving the alleged victim or changing the alleged victim's shift, or taking similar action affecting the alleged victim, unless the alleged victim requests the action; if the agency takes such an action absent a request from the alleged victim, the agency should make clear to the alleged victim that the action is being taken in pursuit of an effective and prompt stop to any alleged harassment, and not in retaliation for reporting the alleged harassment.

e. Personnel authorities are encouraged to find alternative, reasonably comparable placement during the pendency of an investigation for the accuser or accused in lieu of administrative leave with pay, where possible and if consistent with any collective bargaining agreements.

3. Post-SHO Investigation Agency Actions

a. The agency Director or agency Director's designee may reject a SHO report and return it to the SHO for further investigation, information, documentation, or analysis if the agency Director or designee

considers the report to be incomplete, inadequate, or otherwise unacceptable.

b. If the report is not rejected, the agency Director, or the agency Director's designee, within fourteen (14) days of receiving the SHO's report, shall issue an agency report that accepts, modifies, or rejects the SHO's findings and substantiation recommendations, describes the rationale for any such modifications or rejections, and makes conclusions as to whether the substantiated allegations constitute a violation of this Order. The SHO report shall be included as an attachment to the agency Director or designee's report. The agency Director or designee shall consult with the agency's General Counsel during the preparation of the report regarding relevant legal standards or other legal issues.

c. If the report determines that a violation of this Order has occurred, the report shall be submitted to the agency's human resource officer for appropriate disciplinary action, up to and including termination. The agency shall require that any employee found to have violated this Order whose employment is not terminated must attend mandatory sexual harassment training within sixty (60) days after the issuance of the agency report.

d. The agency must provide the employee and the alleged harasser with a summary written notification of its findings and conclusions (final agency decision) after the sixty (60) day period and shall convey the same to MOLC within five (5) days after it is issued. The notice shall include a description of each allegation and the agency's determination as to whether the allegations were substantiated or were unsubstantiated. Such notice shall not include summaries of witness interviews, credibility determinations, or legal analysis; the notice is a simple recitation of the allegations and the determination as to whether the allegations were substantiated or were unsubstantiated.

e. Any conclusion in the SHO or Director's report that a violation of this Order occurred does not constitute a final legal conclusion that sexual harassment under the D.C. Human Rights Act or federal law occurred. Conversely, a finding that was not substantiated is not a legal conclusion that no violation of the D.C. Human Rights Act or federal law occurred.

f. Consistent with norms regarding the privacy of personnel actions, the complaining party shall not be informed of any disciplinary actions against the alleged harasser.

g. Regardless of whether a complaint has been substantiated, relevant staff, including the General Counsel, are authorized to work together to advise the Director or deciding official as to whether to recommend or implement personnel actions or management procedures to reduce the possibility of reoccurrence of any inappropriate behavior or behavior that poses risks for the District. Any meetings among the General Counsel, human resources staff, and agency management shall endeavor to preserve the confidentiality of the complaint generating the meeting or consultation to the greatest extent possible.

4. Communicating the Order: Orientation, Pledges, Training, and Notifications

a. The personnel authority shall circulate this Order to all new hires during their orientation, shall give each new hire time to read a summary of the Order during orientation, and shall obtain a signed verification that the new employee has read the summary and pledges not to engage in sexual harassment or any other conduct that violates the rules prohibiting sexually harassing behavior, certain dating, romantic, or sexual relationships, and requiring disclosure of certain relationships. Agencies with supplemental orders relating to sexual harassment shall provide those orders, too, to onboarding employees.

b. When individual contractors are working inside an agency in a manner akin to a District Government employee, the agency or the supervising contractor shall obtain signatures from individuals during onboarding orientations affirming their agreement to abide by this Order.

c. New employees shall take a course on sexual harassment as part of the on-boarding process and in no event more than fourteen (14) days after being on-boarded. Agencies shall by December 11, 2023

circulate this Order to all current employees.

d. Agencies shall follow up to provide delivery to difficult-to-reach employees, including employees on leave and work-related travel. Agencies are responsible for confirming that each employee has received this Order by email, verification through Peoplesoft, or return of a signed copy.

e. By December 11, 2023, each agency shall email the names of the agency's primary and alternate SHOs to all its employees and shall send reminders or updates of who the agency's SHOs are at least annually to agency employees.

f. Each agency shall prominently post notices in conspicuous locations accessible and used by a substantial number of agency employees, identifying the agency SHO and Alternate SHO, how to report sexual harassment, and that sexual harassment investigations are to be kept confidential to the greatest possible extent consistent with their investigation and resolution. Agencies shall post the notices no later than thirty (30) days after receipt of the template notice from the Office of Human Rights required by Section V.K. of this Order.

g. Agencies shall take a digital photograph of each posting and transmit it to the SHO program coordinator at DCHR with a description of the location at the time of each posting.

h. Individuals and entities entering into contract or grant agreements with the District Government must affirm that they will abide by the D.C. Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR § 1100 et seq.

i. District agencies drafting contracts and grants shall require such affirmations as part of the contract or grant agreement.

E. Employee Responsibility to Participate in Agency Investigations

1. District Government employees are required to cooperate fully in a SHO or independent investigation of a workplace sexual harassment complaint.

2. If an employee who alleges sexual harassment or is believed to have been the victim of sexual harassment declines to assist and/or participate in the investigation of the allegation, or requests the agency not conduct an investigation, the agency may on its own initiative investigate or refer the matter for investigation.

3. Employees who were not themselves victimized, who, after a direct request by the SHO or other investigator, decline to participate in a sexual harassment investigation, may be subject to disciplinary action.

4. Any consideration of whether to recommend disciplinary action for failure to cooperate in an investigation on the part of an alleged victim requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

F. Discipline for Making False Statements or Representations

1. Making materially false statements, and misrepresentation, falsification or concealment of material facts or records in an investigation of allegations of sexual harassment is conduct warranting disciplinary action, up to and including termination.

2. Consideration of whether to recommend disciplinary action against an employee who is also the alleged victim of sexual harassment requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

G. Discipline after a Finding of Sexual Misconduct or Harassment

The agency shall recommend appropriate disciplinary action, such as described in Section 1607.2(k) of the District Personnel Manual, 6B DCMR § 1607.2(k), up to and including termination of any employee found to have engaged

in sexual misconduct or sexual harassment as defined in Section III of this Order.

H. Rights of the Alleged Harasser

Persons accused of sexual harassment deserve the full protections afforded to them under the law in administrative matters, including, but not limited to, the right to respond to allegations of sexual harassment; to counsel and representation, including a union representative or other representative of their choosing, and including the presumption of innocence, unless and until there is a finding of harassment after an investigation by the agency or where appropriate, OHR. The right to counsel does not include the right to have counsel paid for by the government.

I. DCHR Responsibilities

1. DCHR shall quarterly reach out to all designated primary and alternate SHOs to confirm that they continue to serve in those roles. If DCHR is unable to reach a designated SHO or to confirm that the individual still serves as the agency's primary or alternate SHO, DCHR shall work with the agency to identify a new primary or alternate SHO for the agency. DCHR shall post a list of agency SHOs on its website and update it as necessary.

2. DCHR shall develop reporting forms for disclosure of dating, romantic, and sexual relationships and for applications for waivers of the prohibition on relationships in the chain of command.

3. DCHR shall work with agencies to verify that all employees have completed the annual training on sexual harassment required by Section V.A.1.e. of this Order.

4. DCHR, working with the Office of the Chief Technology Officer, shall create a means through Peoplesoft for employees to acknowledge their receipt of the Order and agreement to comply with its provisions.

5. DCHR, in consultation with OHR, shall review, update, and provide training materials for agency SHOs, including training on investigative techniques.

6. DCHR shall establish qualification standards for SHOs and verify each SHO's qualification to serve as a SHO.

7. DCHR, in consultation with OHR and the Sexual Harassment Task Force, shall create and disseminate training and collateral materials on this Order, the sexual harassment provisions of the D.C. Human Rights Act, and other sexual harassment law and policy, to all agencies under the direct authority of the Mayor and to such independent agencies as may request access to DCHR materials. The training and collateral materials should be tailored to employees in various roles, such as senior officials, managers, attorneys, human resources personnel, and new or existing employees, and should take into account that many District Government employees work primarily in the community and may not have regular access to computer-based training modules.

J. Office of Human Rights (OHR)

1. OHR shall develop training for EEO officers on the standards of the D.C. Human Rights Act, including the changes made by the Human Rights Enhancement Amendment Act of 2022.

2. OHR shall provide consultative services to DCHR and the Sexual Harassment Task Force in creating and disseminating training and collateral materials on this Order, the sexual harassment provisions of the D.C. Human Rights Act, and other sexual harassment law and policy, to all agencies.

3. OHR shall provide a template notice to agencies for agencies to post where the agencies can fill in the name of their SHO and alternate SHO and providing basic information on the prohibition against sexual harassment, how to report, and confidentiality, pursuant to Section V.E.4.d. of this Order.

VI. PROHIBITION AGAINST RETALIATION

A. Retaliation Prohibited

Retaliating against a District Government employee for reporting or filing a claim of sexual harassment, assisting another person in reporting or asserting a claim of sexual harassment, opposing sexual harassment, acting as a witness in a sexual harassment investigation, refusing to follow orders that would result in sexual harassment, intervening to protect others from sexual harassment or advances, or challenging an allegation of sexual harassment, is strictly prohibited. Employees shall not be penalized as a result of their assertion of their rights under the D.C. Human Rights Act or providing truthful information in connection with an investigation (whether on behalf of a complainant or a respondent). Retaliatory behavior may include, but is not limited to, unwarranted reprimands, unfairly downgrading personnel evaluations, transfers to less desirable positions, verbal, or physical abuse, and altered and more inconvenient work schedules. Employees found to have engaged in retaliatory behavior shall be recommended for appropriate disciplinary action, up to and including termination.

B. Process for Alleging Retaliation

Claims of retaliation are generally beyond the scope of the investigatory authority of agency SHOs because SHOs may not be trained in assessing the legality or validity of managerial decisions such as evaluations and assignments and investigations into retaliation would be difficult to conduct in the rapid timeframe set forth in this Order. Employees who believe they have been retaliated against must file a complaint with an EEO Counselor within one hundred and eighty (180) days of the alleged retaliation and subsequently file a complaint with OHR within fifteen (15) days of receipt of the Exit Letter if the employee is not satisfied with the outcome of EEO counseling.

VII. LIMITS

Lodging a complaint regarding sexual harassment does not shield an employee from all discipline or discharge. Agencies may discipline or separate a complainant if the agency is motivated by non-retaliatory and non-discriminatory reasons that would otherwise result in such discipline or separation.

VIII. CONFIDENTIALITY

A. Protecting confidentiality is critical to encouraging victims of sexual harassment to come forth and share their stories. It encourages witness cooperation and protects the reputations of those involved. For those reasons, SHO investigations should be kept confidential.

B. Confidentiality is not absolute. SHOs must disclose information to the alleged harasser for the alleged harasser to have a full and fair opportunity to respond. SHOs may have to disclose information to witnesses to gather more information from them. SHOs must keep agency General Counsels updated for reporting purposes and for investigation support purposes. SHOs also may have to disclose criminal conduct or threats to law enforcement. SHOs should not make pledges of total confidentiality.

C. Investigative reports are confidential, highly private, and deliberative and shall not be released without a court order. Neither the complainant nor the alleged harasser shall be provided with a copy of the investigative report.

D. SHOs, the agency, and MOLC shall take all reasonable steps to ensure that no information contained in the complaint file is disseminated except in furtherance of the investigation; for entry into E-risk or another risk management system; to assist in resolution of the allegations; as necessary for execution of any consequences stemming from the investigation; when lawfully released; or when required by court order.

IX. TIMELY FILING AND STATUTE OF LIMITATIONS

Complaints of sexual harassment shall be reported as promptly as possible. Agencies should investigate alleged acts of sexual harassment beyond the legal statute of limitations, or deadlines otherwise provided by regulation or collective bargaining agreement, taking into consideration the sensitive nature of the alleged offense, the pressure the complainant may have felt not to report the conduct, when the victim became aware of behavior that was not immediately apparent, or a pattern of harassing behavior that developed over time. Some remedies or sanctions may be unavailable due to delays in filing, but even delayed investigations may yield information to the agency in its ongoing efforts to prevent and remediate sexual harassment or may add to the credibility of similar, future allegations should a pattern emerge of allegations against a particular person or practice.

X. RECORDS

A. Agencies shall maintain records of complaints and investigations conducted for three (3) years from the date of the complaint.

B. For each fiscal year, each agency shall track how many complaints of sexual harassment were made by the agency's employees; were made about its agency employees by customers/clients of the agency; grantees or contractors of the agency, and how many complaints were made of sexual harassment of the agency's employees by customers/clients, grantees or contractors, or members of the public during the agency's duties.

C. In addition to the number of complaints, agencies shall track how many matters were investigated; were resolved by mediation; were substantiated; were deemed unsubstantiated; resulted in administrative or disciplinary action against one or more individuals determined to have violated this Order or sexually harassed the complainant; have resulted in legal action; have resulted in a settlement (including the amount of any financial settlement); and how many are pending. Pursuant to the Sexual Harassment Data Collection Act, annual fiscal year data required to be produced under D.C. Official Code § 1-546.02 shall be transmitted to the Office of Human Rights on or before October 15 of each year.

D. Centralized reporting, however, should be ongoing, and agencies are directed to submit such interim, monthly, or quarterly reports as may be requested by DCHR, the MOLC, OHR, or the Sexual Harassment Task Force, and to enter incidents into E-Risk as directed.

E. Any warnings to an employee(s) to halt a particular type of behavior – whether generally or as to a particular employee(s) – shall be recorded and transmitted to the agency's human resource office and to the Mayor's Office of Legal Counsel. In the context of addressing complaints of sexual harassment, any other interventions made for an employee, customer/client, grantee or contractor shall also be recorded, whether or not they arose from an informal counseling session, a complaint of sexual harassment, a complaint regarding behavior in a dating, romantic, or sexual relationship, anonymous report, or any other means.

XI. CONCURRENT REMEDIES AND JURISDICTION

A. Non-Exclusivity of Remedies

This policy is intended to supplement or be an alternative to other processes that allow persons to complain of sexual harassment. The procedures established by this Order are separate and distinct from other options persons with grievances relating to sexual harassment may have, through the Office of Human Rights, the Equal Employment Opportunity Commission, any grievance procedure available under their collective bargaining agreement, ethics complaint and investigation processes administered by the Board of Ethics and Government Accountability, or any other statutory or regulatory complaint process. Filing a complaint under this Order does not stay or delay any filing deadlines in any other forum.

B. Filing a Formal Complaint with the Office of Human Rights

In addition to pursuing action within the agency, an alleged victim of sexual harassment, or a person acting on the victim's behalf with or without the victim's consent, may report a sexual harassment claim within one year of the alleged harassment or its discovery to OHR using its Intake Questionnaire Form. EEO counseling is not required prior to the filing of a complaint with OHR.

C. Filing a Complaint with the Equal Employment Opportunity Commission

Some complaints may fall within the jurisdiction of the federal Equal Employment Opportunity Commission.

D. Relationship and Remedies under Negotiated Grievance Claims

Filing a report or complaint under this policy does not satisfy the requirements for filing a negotiated grievance and obtaining remedies under a collective bargaining agreement, nor does the complaint under this Order delay the

time limits for initiating such a procedure. To pursue a negotiated grievance claim, the employee should file a grievance in accordance with the provisions of the applicable collective bargaining agreement.

E. Criminal Remedies and Referrals

1. Where there is an allegation of criminal misconduct, including for example, sexual assault, kidnapping, stalking, or a threat to do bodily harm, the agency may, after consulting its General Counsel, place the victim and/or the alleged harasser on administrative leave with pay pending final administrative resolution of the complaint or any criminal proceeding.

2. The complainant at his or her choice may report the alleged criminal violation to a law enforcement agency, including the Metropolitan Police Department ("MPD"). Where a criminal violation occurred, the agency shall recommend discipline of the perpetrator up to, and including, termination.

3. While it is generally the alleged victim's decision to report sexual harassment offenses for possible criminal prosecution, if during an investigation the agency uncovers evidence of ongoing crimes (such as sexual extortion of beneficiaries of government services) or criminal activity collateral to or extending beyond the reported allegations of sexual harassment, such as gun-related offenses, the agency shall notify law enforcement.

F. Crime Victim Hotline

The agency shall also remind complainants of sexual assault or other possible crimes of the existence of the DC Victim Hotline. The hotline, 1-844-443-5732, is available 24/7 by telephone, text, or online chat to seamlessly connect victims of crime to free resources to help them navigate the physical, financial, legal, and emotional repercussions of crime. Through the hotline, victims may be matched with an advocate who can help them decide whether to pursue a matter through the criminal justice process.

G. Courts of Law

This Mayor's Order is directed towards preventing and remedying sexual harassment in District Government operations and it does not preclude complainants from obtaining counsel and pursuing any remedies they may have in courts of law. The options discussed in this Order do not constitute legal advice; deadlines for filing, procedures, and substantive offenses or remedies may change over time.

XII. APPLICABILITY OF PERSONNEL RULES

Any proposed personnel action instituted under this Order is subject to the regulations set forth in the District of Columbia Personnel Manual at Title 6B of the District of Columbia Municipal Regulations.

XIII. SEXUAL HARASSMENT TASK FORCE

A. There is hereby established the Sexual Harassment Task Force as an internal task force comprised of representatives of the Office of Human Rights, the Mayor's Office of General Counsel, the Department of Human Resources, the Assistant City Administrator, and the Mayor's Office of Legal Counsel, as designated by the head of each office, and such other individuals as these members may invite to serve as additional members of the task force. The task force shall meet from time to time to develop and advise on trainings, make recommendations about needed policies, review draft regulations, and otherwise take action or recommend measures to fulfill the intent of this Order: including to reduce the incidence of sexual harassment, train employees on what to do when faced with inappropriate workplace conduct, including harassment, and provide additional, effective procedures for addressing inappropriate conduct of a sexual nature. The task force may invite experts and other individuals to participate in the meetings and deliberations of the task force.

B. The Sexual Harassment Task Force shall, no later than May 1, 2024, make recommendations in the following areas and shall provide such recommendations to the appropriate agencies with authority to carry out the

recommendations or make final decisions regarding them. The recommendations need not be in the form of a report and may remain deliberative discussion items until finalized and accepted:

1. Communications to District Government employees about the District's sexual harassment policies;

2. Updates to required trainings for SHOs and agency General Counsels;

3. Recommendations for building a workplace free from sexual harassment;

4. Any recommended adjustments to prohibitions and disclosures regarding dating, romantic, and sexual relationships; and

5. The performance and progress by the agencies named in this Order in completing the responsibilities assigned to them.

XIV. SUPERSESSION

This Order supersedes Mayor's Order 2017-313 and any other provision of a previous Mayor's Order or practice pursuant to that Mayor's Order, to the extent of any inconsistency.

XV. EFFECTIVE DATE: This Order shall become effective November 10, 2023.

_____

MURIEL BOWSER

MAYOR

ATTEST: _____

KIMBERLY A. BASSETT

SECRETARY OF STATE OF THE DISTRICT OF COLUMBIA

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Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director		3/17/25
2. Chris Earley, Deputy Director		3/13/25
3. Julia Wiley, General Counsel		3/13/25
4. Bill Winston, Associate Director of Community Services		3/13/25
5. Ernest Merchant, Program Analyst		
6.		

SUBJECT:

Director's Comments:

Action							
APPROVAL ☒	CIRCULATE ☐	CORRECTION ☐	FILE ☐	FYI ☐	INVITATION ☐	MEETING ☐	SIGNATURE ☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Latino Economic Development Corporation of Washington DC- NBAP FY25

Housing Services $533,333.00 Grant 2025-05

Originating Office

FROM:E. Merchant	TELEPHONE NUMBER:
DATE:3/13/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE: OFFICE OF THE DIRECTO MAR 17 '25 PM2:40

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

MAR 17 2025

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Ernest Merchant
Program Analyst

Date: March 13, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Latino Economic Development Corporation**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$533,333.00**
ATTACHMENTS:	**FY25 Grant Agreement #2025-05** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

DISTRICT OF COLUMBIA.

COMMUNITY SERVICES
HOUSING COUNSELING SERVICES

GRANT AGREEMENT

BY AND BETWEEN
THE DISTRICT OF COLUMBIA
AND

LATINO ECONOMIC DEVELOPMENT CORPORATION OF WASHINGTON, D C

This Grant Agreement ("Grant" or "Agreement"), is made effective as of March 13th, 2025, ("Effective Date"), by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the D.C. Department of Housing and Community Development (hereinafter referred to as "Department," "DHCD" or "Grantor") and Latino Economic Dev Corp, a District of Columbia non-profit corporation Grantee [DUNS No. Unique Entity Identifier (UEI) TMC6R8ADXEJ5] (hereinafter referred to as "Grantee") with its principal place of business at 1401 Columbia Rd NW Washington DC 20009. Grantor and Grantee shall be collectively referred to herein as the "Parties."

RECITALS

1. The Department with offices at 1909 Martin Luther King Jr Avenue SE, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975, D.C. Official Code§ 6-1001 *et seq.*, and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Department is authorized to fund community based non-profit organizations that provide housing counseling services for low- and moderate-income persons.

3. On June 7, 2024, the Department published a Notice of Funding Availability ("NOFA") in the D.C. Register, which announced the forthcoming issuance of the Fiscal Year

("FY") 2025 Request for Applications ("RFA") for the Neighborhood-Based Activities Housing Counseling Services Program ("HCSP"). The RFA was issued on June 21, 2024, that solicited applicants to provide services to District of Columbia ("District") residents as a part of the Department's HCSP. HCSP includes Public Services ("PS"), and Non-Public Services ("NPS") as defined in Section I herein. U.S. Department of Housing and Urban Development ("HUD") approved counseling agencies employing one or more certified HUD counselors are eligible to provide both PS and NPS services, while organizations which do not have HUD approval status may provide PS services only. The RFA included an opportunity for applicants to provide one or more of seventeen (17) services listed in the RFA. These services include HUD-approved counseling in keeping with 24 CFR 5.100 and related Federal regulations (in 2 CFR Part 200, and 24 CFR Part 214) as well as services related to local DC programs which are administered by the Department. The RFA and the requirements set forth therein are also incorporated by reference herein.

4. The Grantee's RFA application demonstrates that its organization possesses project management, and organizational and administrative capacity to successfully perform as a nonprofit grant subrecipient under the Department's HCSP, and accordingly DHCD has determined to award a grant to the Grantee in FY 2025 ("25" or "2025").

5. The Grantor proposes to fund HCSP grant activities in FY 2025 from its allocation of Community Development Block Grant ("CDBG") funds authorized by Title I of the U.S. Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), 24 CFR Part 570.

6. As a condition precedent to disbursement of the Grant proceeds to Grantee for the sole and exclusive purposes described in Exhibit A (which includes the "Statement of Work" and the approved "Workplan", both attached hereto and made a part hereof), the Department requires that Grantee enter into this Agreement setting forth the terms and conditions of the Grant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are hereby incorporated by reference and made a part hereof.

Section I. Definitions.

A. As used herein, the following terms shall have the meanings indicated:

a) **Fiscal Year**: All references to Fiscal Year(s) ("FY") herein refer to the District Government fiscal year which is October 1st to September 30th
b) **Neighborhood Revitalization Strategy Area** ("NRSA") refers to the HUD approved areas of Wards 7 and 8 which have been designated as strategic areas for revitalization. Services to Ward 7 and Ward 8 regardless of whether Public Service or Non-Public Service, attributed to the NRSA.
c) **Non-Public Services** refers to 24 CFR 5.100 counseling services provided to clients in connection with the purchase of a specific home. All other 24 CFR 5.100 counseling is Public Service.
d) **Public Services** refers to all other services and may include group training and/or one on one counseling.
e) **Performance Periods**: The Performance Period is defined as the start date and end date for which Grant funds are awarded to execute an approved Workplan and Statement of Work in keeping with the RFA for FY 2025. (See Section IV below.)

Section II. Exhibits.

The Exhibits listed below and the terms and conditions of the same are incorporated herein and made a part of this Agreement.

A. Services to be Provided
- Statement of Work
- Section 3 from the FY 25 RFA: Services
- Workplan as approved by the Grantor

B. Budget
- Schedules A (3-1) and A (3-2) for the First Performance Period

C. Required Reporting Forms
- Monthly Performance Report on group trainings/orientations/workshops and one on one counseling (in connection with the Statement of Work and Workplan), as well as reports on DHCD certificates issued, outreach and marketing activities, and upcoming group trainings.
- Quarterly Beneficiary Data and Demographics for each of the following (a) PS, (b) NPS, and (c) NRSA activities.
- Quarterly Language Access Report (Optional)

- Quarterly Banking Report (as applicable)
- Quarterly Procurement Report (as applicable)
- Quarterly Submission of Minutes of Board of Directors Meetings

D Method to determine Client Eligibility for Services
E Budget Modification Form
F Drug Free Workplace Certification
G Service Area Eligibility
H Insurance Requirements
I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Section III. Grant Award

A. The Department shall make a Grant of the District's CDBG Entitlement Grant Federal Award No: B-24-MC-11-0001 ("CDBG Federal Award") to Grantee in an amount not to exceed Five Hundred Thirty Three Thousand Three Hudred Thirty-Three Dollars and No Cents ($533,333.00) (the "Grant") and is allocated as follows:

Sources and Uses of Funds:

Public Service ("PS") [CDBG EN]	$ 233,542.00
Non-Public Service ("NPS") [CDBG EN]	$ 67,000.00
NRSAs Ward 7 and Ward 8 [CDBG EN]	$ 232,791.00
TOTAL CDBG [EN]	$ 533,333.00

Notwithstanding the source of funds designated above, the Grantor reserves the right to provide funding from another source(s). In all instances, applicable Federal and District laws and regulations shall apply regardless of the funding source. The Grant award shall be used to fund a range of services which HUD has defined as Housing Counseling Services: Public Services and Non-Public Services by a HUD Approved Counseling Agency ("HCA").

The specific Grant activities are described in Exhibit A (attached hereto) which includes
(a) the Statement of Work,
(b) Lines of Services - Section 3.2 of the Request for Applications (RFA), and
(c) The approved Workplan

(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

C. The Grant services will benefit low-and-moderate income persons living in the District of Columbia. In keeping with recent Presidential Executive Orders, Grantees should only use grant funds for US citizens and should maintain such documentation to prove citizenship.[21]

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as Exhibit B. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.

D. The Catalog of Federal Domestic Assistance ("CFDA") number is 14.218.

E. The Uniform Administrative Requirements for Federal Grants are applicable to this grant award and are available online at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1. Also, the Grantee must comply with the Community Development Block Grants regulations 24 CFR part 570 that govern this award and other related HUD regulations, which are incorporated herein by reference.

Section IV. Grant Term and Periods of Performance

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2025. During this term, there are two Performance Periods. The First Performance Period is the Effective Date to September 30, 2025. The Second Performance Period is October 1, 2025, to December 31, 2025.

Funding for each Performance Period is in the sole discretion of the Grantor and requires meeting all due diligence requirements prior to award.

[21] Examples of such document may include copies of unexpired state issued Real ID identification or driver's license, unexpired US passport or US passport card, active duty Military ID, current Green Card or Naturalization documents with state issued photographic identification.

The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of Grant funds or other Grant assets.

Section V. Statement of Work/CDBG Eligible Activities/Eligible Costs/Business Operations

A. CDBG Eligible Activities

1. Grantee shall use the CDBG Grant proceeds solely to fund Grantor-approved service activities that are intended to provide services and empower low- and moderate- income persons in the District of Columbia to make informed housing choices and achieve their housing goals, whether it's finding affordable rental housing, purchasing a home or obtaining financial assistance for critical home repairs.

The best way to provide this critical information to a client in order to assist them in their decision-making process is to adhere to 24 CFR 5.100[22] [in which a HUD certified counselor conducts (1) intake (2) financial and housing affordability analysis with affordability calculation (3) an action plan and (4) follow-up counseling to implement the action plan and achieve its stated goals].

The Grant services to be provided are described in Exhibit A. This description includes the major tasks, activities and project deliverables to be provided under this Grant. The Grantor reserves the right to alter or change the District of Columbia program requirements including eligibility, services provided, service methodology, service delivery and program goals during the performance period.

The proposed Grant activities are CDBG eligible activities pursuant to 24 CFR 570.201(e).

2. Grantee shall sponsor outreach events that inform the community about the Grant activities and participate in other community events as requested by Grantor.

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[22] 24 CRF 5.100: "Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling."

3. The Grantee must retain records which demonstrate that each activity funded under this Grant is CDBG eligible and document the amount of CDBG funds expended for each activity. This includes the activity itself, the outcomes, and the records concerning beneficiaries in keeping with subsection (B)(2) below receiving services. Any authorizations needed together with beneficiary statistical information should be obtained by the Grantee during intake or registration. HUD does not grant exceptions or authorize the District to make exceptions to this requirement.

B. CDBG National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention of slums or blight; 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. The Grantee certifies that the CDBG-assisted activities to be carried out under this Agreement will meet the National Objective of primarily benefiting low- and moderate-income persons (limited clientele activities) in accordance with Federal and District Requirements. The minimum threshold requires that at least 51% of the households served with CDBG funding must be low- and moderate-income households; provided however, that a Grantee whose application claimed additional scoring points for agreeing to provide Grant services to more than 51% low- and moderate-income beneficiaries, must adhere to the percentage they elected in their application.[23]

In accordance with the Grantee's election in their Application for a grant award and for receiving additional points in scoring, the Grantee has agreed to exceed the minimum requirement and to serve at least 90% low- and moderate-income beneficiaries.

Note: This percentage cannot be decreased as it was used for scoring in a competitive round of funding.

4. The Grantee shall disclose to any client that services are provided free of charge by a Grant funded by DHCD using Federal funds and therefore the Grantee has certain reporting

[23] In responding to the RFA published June 21, 2024, applicants were given the opportunity to receive additional points in scoring for committing to exceed the CDBG minimum threshold to either a 75% minimum or a 90% minimum.

requirements in order to provide the Grant services free of charge. The Grantee shall use appropriate forms to obtain a client authorization, as required, to comply with the terms of this Agreement and to meet HUD reporting requirements,

C. Staffing

Where HUD requires services are to be provided by a Certified HUD Housing Counselor, the Grantee shall comply with that requirement and not permit services reserved to HUD certified counselors to be provided by others.

To the extent applicable, Grantee agrees to secure the services of qualified personnel that are licensed and bonded in the District of Columbia to perform the CDBG Federal Award activities and services listed in Exhibit A.

Any changes in personnel or their general Grant responsibilities as set forth in Exhibit A are subject to the prior written approval of DHCD. In this regard, it is essential that the Grantee immediately report terminations and proposed new hires to the Grantor.

D. Business Operations

1. Grantee shall observe business hours of operation onsite in their service location(s) that align with District Government hours of operation specifically Monday through Friday 9:00 am to 4:30 pm (DC holidays excepted)[24] and shall ensure that sufficient staff are on site at Grantee's place of business to carry out Grant services.

2. During the hours of operations, Grantee shall have live answered telephones for incoming calls. If the Grantee's phone system utilizes an auto-attendant function or voicemail, announced option to the caller must include an option to press a certain key (such as "0" for an Operator) to be connected to a staff person in real time who can answer and field questions, redirect a caller to a staff person who can address a caller's inquiries, or provide registration information. DHCD and other DC agencies such as the Office of the Attorney General may check Grantee's compliance with this requirement from time-to-time.

[24] DC Holidays include New Year's Day, Dr. Martin Luther King, Jr. Holiday, Washington's Birthday, DC Emancipation Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Day.

E. Grantee may offer clients virtual appointments as well as virtual group informational or educational activities, but Grantee shall also provide clients an option for in-person services (including both in-person one on one appointments as well as some in-person group informational or educational activities.) The Grantee shall not refuse in-person services to DC residents.

F. Housing Resource Center (HRC) and Late Night Hours: As required by the RFA, "Applicants selected for the award shall participate (in a regular rotation) in staffing onsite at the Department's Housing Resource Center (HRC). The HRC provides services to DC residents by appointment and walk-ins." The HRC is located in the Grantor's offices at 1909 Martin Luther King Jr Av SE. The HRC coordinator, in conjunction with the Associate Director for Community Services, will develop a schedule in consultation with Grant subrecipients for staffing the HRC on a rotating basis on weekdays.

RFA applicants were awarded additional points in their score by committing to "Extended Office Hours." The options included providing office hours until 7:00 pm at least one (1) day a week in their office location and/or until 7:00 pm at least two (2) days a month in the HRC.

In accordance with the Grantee's selection in their Application for grant award and funding, the Grantee has committed to serve Extended Office Hours Extended Office Hours until 7:00 pm one (1) day a week in their office and one (1) day in the HRC.

Section VI. Disbursement/Required Support Documentation

A. <u>Reasonable, Allowable, Necessary, Allocable</u>

1. Grantee may request reimbursement for actual expenses incurred to provide services and as described in the Grant Budget (A 3-1 and A 3-2). Requests must meet all four criteria: reasonable, necessary, allowable, and allocable. (2 CFR 200.305)
   a. ***Allowable costs.*** Reimbursements are limited to the expenses directly related to activities supported by the grant activities and are subject to the regulations of the Federal and District Governments. Expenses related to activities should be necessary, reasonable, allowable and allocable.
   b. ***Limitations on allowable costs.*** A grantee may not use an indirect cost rate to determine allowable costs under its grant.
   c. **Some *Unallowable costs.*** Expenses that are not allowable include (but are not limited to) sales tax, late fees, debts, tips & gratuities, food, alcohol, controlled substances, cash reserves or investments, money given to individuals (including

donations, grants or loans), contributions to organizations, costs of fundraising, fund development, grant writing, advocacy, lobbying, and purchase of goods or services for personal use or benefit.

2. In addition, Grantee must demonstrate to the reasonable satisfaction of the Grantor that Grant performance milestones have been achieved. All requests for payment of eligible expenses shall be associated with the budget line items specified in Exhibit B (Budget Schedule A (3-1), estimated cost invoices and satisfactory Grant performance.

3. Grantees may not be reimbursed for expenses paid through Cash app or other similar peer-to-peer payment platforms, since such platforms create issues for recordkeeping, auditability, and compliance with grant regulations.

4. The Grantee shall not supplant funds or seek reimbursement for expenses that may be reimbursed by another grant (Federal, District, or private) either prior to or subsequent to reimbursement by the Grantor.

5. The Grantee must have the capacity for bookkeeping and accounting services required to track Grant expenses and create payment requests in keeping with Federal and District requirements, either on staff or by a third-party contractor.

6. The Grantee shall create and submit payment requests in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the Grantee to create and submit invoices by selecting the applicable purchase order number which is listed on the Grantee's profile.

7. All Grantees must be registered in the portal prior to invoice submission. The vendor portal website is **https://cfo.dc.gov./supplier_portal**. Please log onto the portal for further details and instructions. Questions can be submitted to **suppliers@dc.gov**.

B. Form of Submission of Payment Requests

1. The cover sheet to the reimbursement package must be the 30A Form of the Department [RCSD DHCD 306A Revised October 2024]. No other cover sheet is needed. This form should contain the Purchase Order Number, the IDIS Number, and the Partial Payment Number in accordance with Department's guidelines.

Payments requests are contingent upon certification by the Grantee in the following form as contained on the 306A (RCSD DHCD 306A Revised October 2024). The Certification is to be made by the chief executive officer, or the chief financial officer or the chief operations officer if the Governing Board has authorized this officer to act on behalf of the board to sign.

"I certify that all items, quantities and prices of work and material shown in the requisition are correct to the best of my knowledge and belief. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information , or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812." (2 CFR 200.415)

2. Page 2 and Page 3 shall be the Reimbursement Request A 3-1 and A 3-2.

3. Page 4 shall be the Invoice Cover Sheet with:
   a. A unique identifier (e.g. a row number or brief alphanumeric code) shall be assigned by the Grantee to non-personnel invoices and with the same unique identifier marked on each and every supporting document (e.g. receipt, proof of payment, cancelled checks, contracts, scopes of works, services rendered, vendor statement or document, Grantee's notes) submitted. The unique identifier shall be listed on the invoice cover sheet.
   b. Vendor's name
   c. Remittance address
   d. Invoice number
   e. Invoice date
   f. Contract number (also known as Grant Number)
   g. Purchase order number (if any)
   h. Invoice Amount
   i. The Amount which the Grantee is requesting reimbursement
   j. Quantity of goods/services delivered. Deliverables. Shipping and payment terms
   k. Other substantiating documentation that justifies and supports the payment request.

4. Page 4 and subsequent pages as needed shall include the supporting documents for the reimbursement request including signed timesheets, payroll reports, invoices from vendors marked as described above. (See Section E below.)

C. HUD Related Requirements

1. Federal regulations require that reimbursement under the Grant is tied to (a) beneficiary data reporting and (b) program performance. Failure to meet reporting deadlines for performance and/or beneficiary service data will suspend temporarily the processing of Grantee payment requests. Staff unavailability does not waive the requirement to meet reporting deadlines, and Grantee shall ensure that adequate staff are trained or cross-trained to prepare and submit reports timely.

2. The Grantee should be aware that HUD maintains an *Integrated Disbursement and Information System* ("IDIS"), a database in which the Grantor must make reports during the performance period on each Grantee's account. HUD flags subrecipient accounts when reporting is not provided by a deadline. Such a flag shall constitute a default. Multiple flags or failure to meet the conditions for HUD to remove a flag may result in suspension or termination in keeping with Section XII (C) of this Agreement.

D. Schedule for Submission of Reimbursement Requests

1. Requests for reimbursement shall be submitted in a timely manner by the date due. Failure to meet a deadline shall constitute a default.

2. On the 10th day of each month, the Reimbursement Request shall be for the prior month; provided however, the September reimbursement request must be submitted earlier in October on the date specified by the Office of the Chief Financial Officer of the District of Columbia, which is usually between the 5th and 7th day of October. *(Grantee may wish to use other funding sources for the late September payroll to facilitate meeting the deadlines.)*

3. In order to close-out the grant by September 30th, the October request should be the only request submitted in September.

4. The monthly schedule for submission is as follows:

Month	Due Date
March	April 10th
April	May 10th
May	June 10th
June	July 10th
July	August 10th
August	September 10th
September	October 5th or 7th as specified by the DC CFO
October	November 10th
November	December 10th
December	January 10th
January	February10th
February	March 10th

5. As applicable, expenses incurred pursuant to a project commitment in IDIS that has been approved by the Grantor and are otherwise eligible for reimbursement at the Grantor's sole discretion, may be reimbursed, regardless of when those expenses were incurred.

E. Source Documentation

1. All costs and obligations incurred under this Grant Agreement must be supported by source documentation (e.g. invoices, receipts, contracts, canceled checks, etc.). Documentation may also include approved time distribution sheets and certified payroll reports for employees and contracts.

2. The Grantee must satisfy all documentary requirements to the reasonable satisfaction of the Grantor prior to the disbursement of Grant funds.

F. Requirements Applicable to Disbursed Funds/No Escrow

1. Grantee shall not escrow Grant funds. However, nothing shall prohibit the Grantee from supplementing funding for these activities from other sources including other grants, funders or donors.

2. Any cash advances disbursed pursuant to this Agreement must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate

cash requirements of the Grantee in carrying out the purpose of the Grant. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct Grant program or project costs and the proportionate share of any allowable indirect costs.

3. If at any time it is determined that more Grant funds are disbursed to Grantee than what was required by the Grantee's immediate disbursement needs, Grantee shall immediately return to Grantor the excess funds.

4. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations or fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee.

G. The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect cost rate, as further described in Section (C)(4) and Section (C)(5) (Reporting Requirements) below.

H. In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant proceeds within three (3) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant proceeds, unless another date shall be agreed to be the parties in writing. The Grantor reserves the right to recover such losses by any legal remedy available.

Section VII. Budget Modifications

A. Any amendments to the budget (change in the amounts specified in the individual cost categories set forth in Exhibit B). may be approved by the Grant Administrator, so long as the total amount of the budget is not exceeded.

B. Any increase in the total Grant amount must be approved by the Director of the Department. If the change is made at the request of the Grantee, the request shall be in writing dated and shall be submitted on a Budget Modification Form, attached hereto as Exhibit E.

1. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and dated using the appropriate excel format or the appropriate online portal if available.

2. The Grantee shall make modification requests by June 1st, to allow sufficient time for processing prior to the start of the fourth quarter of the fiscal year. No more than two modifications may be required in the performance period. Requests for modification to the budget shall not be approved after June 1, 2025, except for extenuating circumstances specified in writing, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion.

3. The Department will not approve reprogramming of personnel funds for positions not filled in compliance with this Agreement and Grantee's personnel policies submitted to Grantor. If at any time DHCD requires a more detailed budget breakdown than the one contained herein, the Grantee shall provide such supplemental budget information in a timely fashion and in the form and content prescribed by DHCD.

Section VIII. Conditions Precedent to Grant Closing and Grant Disbursement

Grant closing shall mean the date on which Grantee has satisfied all conditions precedent to execution to the satisfaction of the Grantor, at which time both parties have executed and delivered the Grant Agreement. No Grant proceeds shall be disbursed prior to Grant closing.

The following conditions must be met prior to Grant closing:

A. Eligibility Determination. Determination by the Grantor that Grantee's proposed Grant activities meet eligibility and national objective requirements specified by the CDBG Program regulations at 24 CFR §§ 570.200 through 570.209. Grantor has determined that the proposed Grant activities are eligible for CDBG Program funding pursuant to 24 CFR 570.201(e) (provide housing counseling services to low- to moderate-income households).

B. Environmental Clearance. Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historic preservation reviews, and HUD has issued an approval of the release of funds.

C. Due Diligence Submissions. The following items must be delivered to DHCD for approval prior to Grant execution and Grant closing:

1. Articles of Incorporation, organizational by-laws and certification of nonprofit status.
2. Board/Corporate Resolution, memorializing
   a. the Grantee's intent to enter into this Agreement
   b. identifying the total Grant amount of the award
   c. identifying the Grant Number
   d. identifying the funding source(s) of the award, and
   e. identifying the authorized person by name and title who is authorized to sign on behalf of the corporation to enter into this Agreement.
3. Certificate of Good Standing
   a. issued by the DC Department of Licensing and Consumer Protection (DLCP)
   b. certified within 6 months of the Effective Date of this Agreement.
4. Certificate of Clean Hands
   a. issued by the DC Office of Tax and Revenue (OTR)
   b. certified within 90 days of this Agreement.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia to carry out the Grant activities.
6. Evidence that Grantee has obtained insurance, as provided in Exhibit H. If the renewal period for any insurance requirement occurs during the Grant performance period, the Grantee is required to submit to the Grantor evidence (Certificate Of Insurance) of insurance renewal to cover the remaining Grant performance period.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Effective Date.
8. An Affirmative Action Plan ("AAP") must be submitted by the Grantee for review and approval by the District prior to Grant execution and the disbursement of any Grant proceeds. The AAP shall be in a form to be determined by the District and must detail the Grantee's efforts to comply with the District's goals for achieving equal employment in District government contracts and set forth specific standards for the utilization of minorities in all job categories, as required by Mayor's Order 85-85 and District law.
9. Drug-free Workplace Certification (Exhibit F).
10. Debarment affidavit and verification confirming that Grantee is not debarred or suspended or otherwise excluded from or ineligible for participation in federal or District assistance programs under Executive Order 12549 or District law.

D. Opinion of Counsel. Grantee shall submit a written opinion of the Grantee's attorney, which states that the attorney has read the Grant documents and that the Grantee:

- Is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary.
- Has the full authority and legal right to carry out the terms of this Grant Agreement and all documentation required hereunder to be executed by Grantee; and
- Has taken all actions to authorize the execution, delivery and performance of this Grant Agreement and any documents required to be executed in connection with the Grant according to their respective terms

The Opinion shall further state that none of the aforesaid actions, undertakings or agreements violate any restriction, term, condition or provision of the Grantee's organizational documents or any contract or agreement to which Grantee is a party or by which it is bound. The Opinion must identify the Grant Agreement by name and Grant number, and the counsel must specifically identify the documents upon which the Opinion is based.

E. Current on District Obligations. Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant, including all local taxes and charges affecting Grantee's business.

F. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Proceeds, including, but not limited to the Council of the District of Columbia and the Chief Financial Officer of the District of Columbia.

G. Clearance Approval issued by the DHCD Office of Program Monitoring.

Section IX. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. The Grantee shall cure all report deficiencies identified by the Department and resubmit for approval by the Grantor within 14 calendar days of the notification. The requirements of monthly and quarterly reports [VII.(A) and (B) are in Exhibit C.]

A. Monthly Reporting

Monthly Performance Reporting. The Grantee shall use the online reporting portal provided by the Grantor and shall provide a complete performance report by the 10th day of each month reporting on Grant activities, accomplishments and performance of the prior month. Failure to submit the report by the tenth day of the month following the end of each

month shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

B. Quarterly Reporting

On the 10th day of January, April, July, and October, the following quarterly reports for the previous three months shall be due and provided by the Grantee in the form and method required by Grantor:

1. Quarterly Report on **Beneficiary Data and Demographics** (separate reports for PS, NPS and NRSA).

2. **Banking Report** (as applicable)

3. **Non-expendable Equipment Inventory Report** (as applicable) (the purchase or lease of non-expandable equipment). The purchase of all computer equipment must have prior approval from the Department.

4. **Procurement Report** (as applicable).

5. Copies of the **Minutes of the Board of Directors** meetings, which took place during the previous quarter; and

6. **Language Access Report** (optional) – If services are provided in languages other than English, we encourage a language access report to be made.

Failure to submit any or all Quarterly Reports by the tenth day of the month following the end of a quarter shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

C. Additional Report Requirements

The following reports are due to the Department within the timeframes indicated below. If these documents were previously submitted, they must be updated and resubmitted.

1. Fringe Benefits Report

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects funded from the proceeds of this Grant shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefits rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the change. The report shall be submitted to DHCD within fifteen (15) days of Grant execution.

The fringe benefits rate for any personnel costs funded by this Grant shall not exceed 20% of the base salary rate indicated in Schedule A Form A (3-2) of the budget (Exhibit B).

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to the date of the Offer Letter.

All personnel costs approved under this Grant Agreement must be filled within ninety (90) days of Grant execution or within ninety (90) days of the vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than ninety (90) days, whether intermittent or consecutive, at any time during the Grant period may result in the loss of funds for the position.

Grantee must submit transcripts of training or continuing education for individual staff and counselors to the Grantor.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with CDBG funds, in accordance with the requirements specified in 2 CFR Part 200 (Exhibit D). The property inventory list must include, at a minimum, a short

description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

a. The Grantee shall submit a budget and Cost Allocation Plan showing its direct and indirect costs and the allocation of such costs to the Grantee's activities, including the administration of the activities and services provided under this Agreement. The plan must show all allowable and unallowable costs and how such costs are included in the direct and indirect costs in accordance with 2 CFR Part 200.

b. A current Cost Allocation Plan must be submitted no later than thirty (30) days following Grant execution.

c. The Cost Allocation Plan must include all sources of funding for the Grantee, including this, Grant and to which program/cost centers each source has been applied using the Grantee's chart of accounts (referencing individual budgetary line items).

The Grantee must provide:

i. the total amount of funding from each funding source,
ii. the total staff employed by the Grantee, regardless of funding source, staff allocation per grant/program and the estimated percentage of time spent per grant program.

d. As required by HUD, the Cost Allocation Plan is subject to approval by the Grantor. The Grantee shall cure any defects or omissions in the Cost Allocation Plan within 60 calendar days of the notice to cure.

e. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. The waiver request must detail the reasons for the waiver request and include a copy of the relevant audited financial statements.

f. Claims for reimbursement of documented Grant expenses shall comply with 2 CFR Part 200 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.

5. Indirect Cost Rates

a. Grantees may request reimbursement for indirect costs based on their Cost Allocation Plan. The Cost of Allocation Plan must be reviewed and approved by the Grantor. The Grantee is required to keep records of the expenses charged to the Indirect Cost Rate for monitoring and close-out.

Grantees with Indirect Cost Rates are required to use their indirect cost rate. Grantees with provisional rates must demonstrate the rate is not expired or that it is currently used by a Federal Agency in awarding Federal funds to the Grantee during the current Fiscal Year. Other Grantees may use the Federal *de minimis rate* of 15%. In either case (*De Minimis rate* or Federally Approved rate), Grantee shall maintain records (available during monitoring, or close-out or upon request) indicating which costs in the cost allocation plan and the dollar amount have been attributed to the Indirect Cost.)

Indirect cost rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with supporting documentation. DHCD will not make adjustments to indirect cost rates after June 1st.

The Grantor does not issue or award Indirect Cost Rates.

Grantees who wish to obtain a Federally authorized Indirect Cost Rate are encouraged to contact the "Cognizant Agency" which is the US Department of Health and Human Services.

b. For all personnel costs funded under this Agreement, Grantee must maintain documentation for use of indirect cost funding and provide the same when requested for verification of expenditures in keeping with the approved cost allocation plan, including, but not limited to cancelled checks, employee signed and supervisory approved employee time sheets, invoices and bank records.

c. Expenses charged to an indirect cost rate must be accompanied by and cross-referenced to and reconciled with an independent audited financial statement, which accounts for all (grant funded and non-grant funded) activities by the Grantee during the fiscal year in which the indirect cost rate is based.

6. Organizational Audit

Grantee must submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year.

Note to All Grantees: All Grantees must ensure their financial records are available for review or audit by appropriate officials of the Federal Government and the District Government.

7. Auditor's Management Letter.

Grantee shall submit an auditor's Management Letter to the Grantor at the time it submits the annual audit.

8. Procurement Policy. Accounting Policies and Procedures. and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution, the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of the Grant. These policies and procedures shall be in accordance with the requirements of 2 CFR Part 200. The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

If the Grantee has previously submitted these documents, and the documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a certified statement (the "Re-certification Letter") to the Grant Administrator indicating when the most current document was submitted to the District and certifying that no changes to these policies and procedures have since been made.

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D. Summary of Report Deliverables and Receipt Due Dates:

	Report	**Receipt Due Date**
1	Monthly Performance Report	No later than the 10th day of each month
2	Quarterly Beneficiary Data	No later than January 10th, April 10th, July 10th and October 10th – a separate report for each use: PS-NPS-NRSA
3	Language Access Report (Optional)	No later than January 10th, April 10th, July 10th and October 10th
4	Fringe Benefits Report	Within 15 days of Grant execution
5	New Hires/New Employees Information (Job Description & Resume) HUD certificate if certified counselor	10 Days prior to the Offer Letter of Employment being sent to the candidate
6	Notice of Vacant Position	Within 10 days following the vacancy
7	Non-expendable Equipment Report	Within 15 days of Grant execution and quarterly thereafter
8	Procurement Policies and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
9	Accounting Manual and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
10	Cost Allocation Plan (based on and tied to the most recent audit)	Within 30 days of Grant execution
12	Independent Financial Audit	Within 90 Days of the Close of the Grantee's Fiscal Year

	Report	Receipt Due Date
13	Single Audit Report (if applicable)	Within 30 Days of submission to the Federal Audit Clearinghouse
14	Auditor's Management Letter	Submitted with the submission of the Audit
15	Requests to revise Budgets and/or Workplans	Prior to the 1st day of June
16	Grantee's Close-Out Report (Section XV.) Inventory Report & Annual Report	Within 90 Days of the end of the Term of the Grant.
17	HUD 9902	Within 30 Days of Submission to HUD
18	HUD Monitoring Report	Within 30 Days of Receipt from HUD monitor or the HUD intermediary monitor.

Section X. Accounting/Audit Requirements

A. Accounting System

1. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in Exhibit B.

2. Accounting records should be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.

3. Any funds provided to the Grantee or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest-bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

Grantee shall submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year, contingent on the following:

1. Grantees receiving an aggregate of $1,000,000 or more from all funders in Federal funds must in accordance with Federal regulations obtain an independent audit (Single Audit Act of 1984 , Single Audit Amendments Act of 1996, and 2 CFR Part 200). A standard audit may be supplied pending the completion and submission of the Single Audit.

2. Grantees:
   (a) Required to be audited by any State or political subdivision(s) thereof (whether by statute or regulation) or
   (b) Who conduct an audit to submit to any government or private funder, or foundation or corporate funder or
   (c) Whose governing body or senior management obtains an audit,

   shall be required to submit that audit to the Grantor upon receipt of the same.

If the Grantee is not audited in accordance with (1) and (2) above, the following shall apply:

3. A Grantee whose corporate entity receives or expends less than $999,999 as reported to the Internal Revenue Service in the 990 Tax Return without amendments, deletions or summarized details must file with the Grantor a financial report prepared by an independent Certified Public Accountant and certified by the same that contains:
   - income statement or Statement of Activities,
   - balance sheet or Statement of Financial Position,
   - statement of Functional Expenses by program or cost centers such statement to break out separately the Grantor's funding by Grantor's program(s) separately from all programs or cost centers used.
   - statement of cash flows, and
   - independent review and certification of the financial statements including a review of the management's financial internal controls.

   In addition, the nonprofit organization must file a biennial audit that covers both years within a biennial period. See 2 CFR Part 200, Subpart F.

4. The Grantee shall fully clear any deficiencies noted in the audit reports within sixty (60) days after receipt by the Grantee.

5. . Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default of this Grant and may result in the withholding of future payments and/or debarment from participation in future Grants.

Section XI. Grant Administration

The Grant Administrator is:

William Winston
Associate Director for Community Services
DC Department of Housing and Community Development
1909 Martin Luther King Avenue SE, Room 304
Washington, D.C. 20020.

The telephone number is (771) 208-9628. All concerns regarding the technical implementation and interpretation of this Grant are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line-item changes and terms) where there is no dollar increase.

Section XII. Repayment of Grant Funds/Grant Performance Monitoring Default and Remedies

A. HUD Monitoring

The Grantee is subject to monitoring by HUD and agrees to provide all required information, data, records, files including client files, case notes, correspondence and emails, reports, beneficiary data, performance data, financial records, supporting documentation, to satisfy HUD monitoring. Notwithstanding the date of a finding by HUD, should HUD make a finding, the Grantee shall be responsible to cure the defect, and should HUD require repayment of Grant funds for any reason to the Federal Government, the Grantee shall be responsible for repayment in the amount specified by HUD. Repayment shall be made to the District of Columbia and by the District to the Federal authority in satisfaction of the HUD requirement. HUD monitoring is not confined to the performance period but extends through the record retention period provided in Section XV.

B. Grant Performance Evaluation

1. DHCD will monitor the performance of the Grantee to ensure that the goals and performance standards stated in the Statement of Work and Work Plan and RFA are being achieved according to schedule and within budget.

2. All records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. Grantee shall make timely submission of all information and/or records requested by DHCD or HUD to assess performance under the Agreement.

C. Suspension or Termination of Grant Assistance

1. In accordance 2 CFR 200.340 and 200.341 and 200.343, suspension or termination of CDBG Grant assistance may occur according to the Default provision in subsection D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner.

2. If Grantee fails to correct the substandard performance within thirty (30) days after receiving written notice from DHCD, suspension or termination of this Agreement will be initiated.

3. In accordance with 2 CFR 200.340(a), suspension or termination of Grant assistance may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

Subject to any applicable notice requirement and right to cure, the occurrence of any of the following shall constitute an event of default:

1. Failure to comply with any of the CDBG Program rules, regulations or provisions referred to in this Agreement, or such other Federal or District statutes, regulations, executive orders, District of Columbia mayoral orders, HUD rulings, policies or directives applicable to this Grant:

2. Failure to comply with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement.
3. Substandard performance by the Grantee or any of its agents under this Agreement, as determined in the sole and reasonable discretion of DHCD; or
4. Improper use of funds provided under this Agreement.

A determination of default shall be made in the sole and reasonable discretion of DHCD.

E. Remedies for Default

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of a written notice to the Grantee, Grantor may take one or more of the following actions, as determined in its sole discretion:

1. Terminate and suspend further disbursement of any remaining Grant assistance.
2. Disallow all or part of the cost of the activity or action that is not in compliance with this Agreement.
3. Wholly or partially suspend or terminate the current Grant award; or
4. Take other legal remedies that may be available.

F. Termination for Convenience

The Grant may be suspended or terminated on the basis of convenience as provided in 2 CFR 200.340(a).

G. Reversion to DHCD of Grant Assistance

1. Upon default by the Grantee under the terms of subsection D above, which has not been cured, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request the following:

i. Any Grant funds in its possession (whether or not committed),
ii. Any accounts receivable attributable to the use of Grant funds; and
iii. The portion of any income directly generated by (or the prorated proportion of) Grant funds for the activities described in this Agreement.

2. Upon final completion of the projects and activities for which CDBG funds have been provided by DHCD, expiration of the term of this Agreement, cancellation, or determination of this Agreement, the Grantee shall transfer any unspent, excess or surplus CDBG Grant funds, to include accounts receivable attributable to the use of the CDBG funds.

H. Grantor Non-Waiver

DHCD's delay or failure to act with respect to a breach by the Grantee does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section XIII. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, and 2 CFR Part 200, as deemed applicable by the Grantor. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Fund Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Organizational Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter arising from this Grant Agreement.

D. Cancellation Ceiling

H. Misuse of Grant Funds

Any alleged fraud, waste, abuse or mismanagement of Grant funds shall be immediately reported to the Grantor and the District of Columbia Office of the Inspector General ("OIG"). The OIG may be reached at (202) 724-TIPS (8477) and (800) 521-1639 or at oig.dc.gov

I. Nonassignability

Grantee will not sell, assign, pledge or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

Section XIV. Insurance

A. The Grantee shall obtain at least the minimum insurance coverage set forth in this Section XIV. and Exhibit H prior to the Effective Date and keep such insurance in force, as may be applicable, throughout the Grant period of performance.

B. Fidelity Bond: The Grantee must procure Fidelity Bond coverage in an amount equivalent to the total Grant budget. Pursuant to 2 CFR Part 200, Fidelity Bond coverage is required to protect the District's interest in the dollar amount of the Grant. Should Grantee be unable to procure a Fidelity Bond, Grantee shall submit proof that it has obtained general liability insurance that covers internal employee criminal activity or directors' and officers' liability insurance.

Section XV. Records Retention/Access

A. Records Retention

The Grantee shall retain all records demonstrating compliance with CDBG requirements and that are pertinent to this Grant for no less than five (5) years from Close-out of this Grant Agreement, including any extension thereof made in accordance with Section XVI. [Option to Extend] and including but not limited to Close-Out in IDIS of any HUD requirements. See Exhibit 5.1 in this link: https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-5.pdf

B. Extension of Retention Period

Notwithstanding the foregoing retention requirement in paragraph A above, if any litigation, claim, HUD monitoring or audit is initiated before the expiration of the retention period, records shall be retained for a period of not less than four (4) additional years following completion of the actions and resolution of all proceedings (e.g. litigation, claim, HUD monitoring or audit) involving the records.

C. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility, progress and achievement toward program goals and secure such records in a manner subject to applicable privacy laws. Such data may include, but is not limited to, client name, address, income level, case notes, correspondence and a description of service(s) provided. The Grantee shall use software which is HUD compliant to maintain client records. The Grantee shall transmit client records and files in a manner that is compliant with HUD's Personally Identifiable Information (PII) requirements.

D. Access to Records

All Grantee books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Grant funds shall be made available to the Department, HUD, its designee, representatives of the Inspector General of the District of Columbia or the Office of the DC Auditor at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.

E. National Objectives

The Grantee agrees to maintain documentation that demonstrates that the activities carried out with CDBG funds provided under this Grant meet the CDBG national objective of benefiting low- and moderate-income persons, as defined in 24 CFR part 570.208.

F. Copyright

If this Agreement results in any copyrightable material or inventions, DHCD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Section XVI. Federal and District Public Policy Requirements

Grantee shall fully comply with the following Federal and District policy requirements, as deemed applicable by Grantor:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federal-assisted and federal conducted programs and activities .

C. The requirements of Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

D. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.-) and implementing regulations at 24 CFR I part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

E. The requirements of Executive Order 11246, as amended by Executive Orders 11375. 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

F. The Conflict of Interest provisions of Federal and District laws strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of Federal funds to comply with 2 CFR 200.317 to 200.327 and

any sections of Title of 24 the Code of Federal Regulations concerning CDBG funding which are more restrictive than the Uniform Guidance Code for use of CDBG funds. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within (fifteen) 15 business days of execution of the Grant Agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict-of-Interest declarations to be executed by each employee and board member.

G. The Hatch Act. Chapter 15 of Title V. United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

H. The National Environmental Policy Act or other legislation implemented by 24 CFR part 58.

I. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement as Exhibit F.

J. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991H FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.

2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any grant,

or the entering into any extension. continuation. renewal, amendment of modification of any grant.

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and

c. He or she will include the language of the certification in all sub- grant awards at any tier and require that all recipients of sub-grant awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this Grant imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure, as the applicable grant shall so provide.

K. The Americans with Disabilities Act of 1990 (ADA) - Notwithstanding anything contained herein to the contrary, during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

L. The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are applicable pertaining to economic opportunities for low and very low-income persons. 24 CFR part 135.

M. First Source Program - Contractors and subcontractors of a government-assisted Project totaling $300,000 or more must comply with the District's goals for the recruitment, referral and placement of District residents. See D.C. Law 5-93, as amended, D.C. Official Code§ 2-219.01 et seq.

Section XVII. Close-Out Provisions

Activities and tasks during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor, and determining the custodianship of records (which shall remain the responsibility of the Grantee unless a determination is made otherwise). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over District appropriated funds and the record retention period, whichever is longest. Grantee shall submit the following items within the time frames indicated in this Section after completion of Grant activities or expiration or termination of this Agreement.

1. All activities are eligible, were completed and met a national objective.
2. All grant funds were expended in full, or all remaining funds are to be returned to Grantor.
3. All reporting requirements were completed and submitted (except for the final report that is submitted during the closeout process).
4. Any special conditions were met; and
5. All deficiencies or corrective actions affecting the Grant were resolved.

A. Grant Close-Out Report

The Grantee shall submit to the Grantor a Grantee's Close-Out Report ("Report") within ninety (90) days after expiration of the Grant term, termination of the Grant, or final payment for activities under this Agreement, whichever occurs later. This Report, at a minimum, shall include a narrative of the Grantee's completed tasks based on the activities, performance measures and goals set forth in the Statement of Work. The Report shall be completed using a form provided by the Grantor. The Grantee shall provide any information or data Grantor requests for Close-Out. In the Grantor's sole discretion, the reporting provided during the term of this Agreement may be accepted in lieu of the Grantee's Close-Out Report if those reports contain all information required in this section.

B. Documentation of Expenses

Within ninety (90) days after the expiration of the Grant, the Grantee shall provide to Grantor documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses.

C. Equipment Inventory

The Grantee shall submit to Grantor a list of all furniture, fixtures, equipment and vehicles purchased with Grant funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with 2 CFR Part 200.

D. Audit

The Grantee shall submit an audit or financial statement, as applicable, and as provided in Sections IX and X. of this Agreement.

E. Transfer of Records

Grantee shall, within ninety (90) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

F. Grantee's Obligations

The Grantee's obligations to DHCD remain in effect through the period of record retention as stated in Section XV.

Section XVIII. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion, and if legally permitted, extend the term of the Grant no more than two (2) times for one-year terms, or any fraction of one year, or multiple successive fractions thereof.

B. Grantor will endeavor to provide Grantee a preliminary written notice of its intent to extend at least thirty (30) days before the end of the Grant Term. The preliminary notice does not commit the District to an extension or authorize additional Grant funds to Grantee.

C. Any extension of this Grant is contingent upon the appropriation of funds for the applicable time period. However, the availability of funds shall not obligate the District to extend the Grant.

Section XIX. Total Agreement

The Grant Agreement, including specifically incorporated documents (to include the approved Statement of Work, the Work Plan, the approved Budget and the Grant attachments) constitute

the total and entire agreement between the Parties. Grantee understands and agrees to comply with the incorporated references contained in this Agreement and all applicable District and Federal laws and regulations.

Section XX. Applicable Law.

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia, unless otherwise controlled by federal law. In any proceeding relating to this Grant Agreement, each of Grantor and Grantee, hereby irrevocably submits to the jurisdiction of the Courts of the District of Columbia for the purposes of any suit, action or proceeding arising out of or relating to this Grant or transactions contemplated hereby.

Section XXI. Severability.

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XXII. Amendment.

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Grant activities, or the amounts specified in the Budget without the prior written approval of Grantor. The Grantee may request in writing approval of any proposed change to the Statement of Work or Workplan or the amounts specified in the eligible cost categories of the Budget and shall provide adequate supporting information and a revised budget along with its request. All such requests must be signed and dated.

Section XXIII. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or fully, by the Department.

1. The written or printed materials must include the authorized DHCD logo.

2. Written or printed materials include, but are not limited to, newspaper, radio and television announcements or advertisements, websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.
4. Grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to Grantee.
5. Grantee must provide copies of all marketing materials, brochures, flyers and other materials that publicize grant-funded activities to Grantor via email at dhcd.occo@dc.gov

Grantee shall publicize, as appropriate, to its constituency through social media, print, and online postings, DHCD communications and events that are related to Grant supported activities.

Section XXIV. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code§ 2-531 *et seq*. provides for the disclosure of public information. Specifically, the law provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Official Code § 2-170 l (13) .

This serves as your Notification that information /documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code§ 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXV. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

In the event of cancellation of the Grant because of non-appropriation of funds for a specific fiscal year, there shall be a cancellation ceiling of zero dollars.

E. Anti-Deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, Grantor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code§ 47.105. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-Deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section XI. of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements.
2. Performing technical evaluations as required.
3. Interpreting the Statement of Work and other language in the Grant.
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with the District and other laws and regulations applicable to the Grant.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

Emi Reyes
Chief Executive Officer
Latino Economic Development Corporation
of Washington DC
1401 Columbia, NW (Unit C)
Washington DC 20009
(202) 540-7400
ereyes@ledcmetro.org www.ledcmetro.org

appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, homeless status, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Sexual harassment is a form of sexual discrimination which is prohibited by the Act and Mayor's Order 2023-131 (Updated District Government Sexual Harassment Policy, Guidance, and Procedures), which is attached hereto as Exhibit I.

The prohibition against workplace sexual harassment extends to third parties doing business with or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies. By executing this Agreement, Grantee affirms that it will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1 I 00 et seq. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated.

Section XXVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addresses:

NOTICE TO GRANTEE:

Latino Economic Development Corporation
of Washington, DC
1401 Columbia Road, NW (Unit C)
Washington DC 20000
Attn: Emi Reyes (Chief Executive Officer)

NOTICE TO GRANTOR:

D.C. Department of Housing and Community Development
Community Services
1909 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
Attn: Director

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTOR SIGNATOR PAGE]

DISTRICT OF COLUMBIA, a municipal Corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Colleen Green
Director

Legal Review:

Julia Wiley
Office of the General Counsel
Department of Housing and Community Development

3/13/25
Date

[Signatures continue on the next page]

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTEE SIGNATURE PAGE]

LATINO ECONOMIC DEVELOPMENT CORPORATION OF WASHINGTON, D C
a District of Columbia non-profit corporation

Emi Reyes (Mar 18, 2025 12:37 EDT)

Emi Reyes
Chief Executive Officer

Mar 18, 2025

Date

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit A Services to be Provided

- Statement of Work
- Section 3.2 Services (from the FY25 RFA)
- Workplan as approved by the Grantor

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education and training services to support DHCD's housing programs and initiatives, and to promote compliance with District housing regulations. All of the services are intended to empower potential homeowners, actual homeowners, and tenants for the purpose of preserving of affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership; (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached workplan and performance measures. Marketing and outreach for the services provided is a activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of these service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling; (b)the Grantee's additional knowledge of the individual and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and it shall be maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow up and conduct a final assessment of the impact of the services provided. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program

A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling

CATEGORY C: TENANTS AND TENANT GROUPS
C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD

SECTION 3: PROGRAMMATIC REQUIREMENTS

3.1 Eligibility for Federal Funding

The services in this RFA will be conducted through grant agreements using Federal funds (Community Development Block Grant (CDBG) and, as available, some District Funds. The Department will provide a full informational briefing to the awarded grantee(s) about the grant funding source's ongoing administrative and programmatic requirements. Whether grants awarded under this RFA are funded locally or with federal funds, all grants will be managed to the higher standards and requirements whether Federal or District.

Federal regulations have established national objectives requiring all CDBG-funded activities beneficiaries to be at least 51% low- and moderate-income persons or households. The national objective is achieved through "limited clientele benefit"—that is, by verifying the incomes of each beneficiary of the services provided. The applicant must demonstrate that it has the capacity and the intention to verify the household incomes of beneficiaries to meet the national objective of providing benefits to 51% of low- and moderate-income persons.

Client income certification is also an important element of ongoing program activity for many DHCD housing programs. (See Section 3) Applicants should review in detail the federal income requirements for programs, activities, and grantee (sub-recipient) eligibility under the Community Development Block Grant program regulations at 24 CFR 570. 200-210,

- https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-570/subpart-C?toc=1

and HUD Housing Counseling Program Regulations: 24 CFR Part 214,

ps://www.ecfr.gov/current/title-24/subtitle-B/chapter-II/subchapter-B/part-214?toc=1

3.2 Housing Services: Description of Housing Programs and Services

Please Note: Specifications and programmatic requirements may change from time to time during the award period at the discretion of the Department.

The following describes seventeen services in the Housing Counseling Program. These constitute the services for which the Department is seeking Applicants to provide services to DC residents. Applicants should select at least one service for which they are applying; however, the Applicant may select more than one. The Department is not obligated by the Applicant's selection to make an award. Applicants are responsible to demonstrate their capacity in their application to provide the services for which they have applied. Capacity includes staffing patterns including qualifications and experience, other funding resources, case management systems and programmatic activities. Historical data can also be considered in demonstration of organizational capacity. Applicants should be aware of Legal Citations noted throughout this section as well as the references to the Code of Federal Regulations (CFR).

Category A: HOMEOWNERSHIP

A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program
A6: Income Certification for the Property Acquisition and Disposition Division (PADD) Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY

B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B12: Legal Services for Seniors and/or Coop & Condo Associations
B13: Technical Assistance for Coop and Condo Associations
B14: Technical Assistance for Owners of Small Rental Properties

CATEGORY C: TENANTS AND TENANT GROUPS

C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

Each particular service has specific requirements described in the following pages. Applicants are expected to utilize this guidance in the performance of these services.

CATEGORY A: HOMEOWNERSHIP

Legal Citations Governing Program Area in Category A

Applicants to provide services in Category 1 should review in detail the following legal citations governing the District's homeownership programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for homeownership pursuant to the relevant citations.

- Home Purchase Assistance Program: DC Code 42-2601 and 14 DCMR, Chapter 25
- Employer-Assisted Housing Program: DC Code 42-2501 and 14 DCMR, Chapter 36
- Inclusionary Zoning: Legislation Pending, Bill 17-586, 17-618, 17-619

A1: HUD Housing Counseling
This activity is open to applicant organizations which are HUD approved employing one or more HUD certified counselor(s). Such counseling is often (but not exclusively) in the pursuit of homeownership or credit repair and improvement or to improve their housing condition.

Grantees of this service should be familiar with 24 CFR 5.100 and with 24 CFR 214.

Housing counseling is independent expert advice provided by a HUD certified housing counselor (24 CFR Part 214) customized to the needs of the client. It is aimed at addressing housing barriers and providing support to the client to achieve their housing goals. This counseling service must include: (1) intake (2) financial and housing affordability analysis (3) an action plan[2] and (4) follow-up counseling to implement the action plan and achieve its stated goals *(24 CFR 5.100).*

The action plan should identify the steps needed for the client to achieve his/her housing goals. These actionable steps include, but are not limited to, review of the client's credit report with explanations of its meaning and items that impact (or may improve) the credit score, creation of a budget and methodologies to track one's income and spending, debt reduction planning, and savings planning. Follow-up should track the client's progress toward the goals of the action plan. Other programs and services including group educational opportunities may complement the one-on-one counseling with a certified counselor. Counselors, therefore, may appropriately make referrals to programs and services as well as to group educational activities that support and implement the goals of the action plan.

Counseling organizations are required to maintain case files including items 1-4 above as stated in 24 CFR 5.100. It is critical that files with records and case notes be kept in such a way that if a client's counselor is no longer available, either temporarily or permanently, another certified counselor in the organization can understand based on the file the client's circumstances, action plan, progress and where the client is in achieving his/her housing goals.

Organizations providing this service should have working experience with credit counseling and repair, with consumer credit bureaus and consumer credit laws. Ideally, they should be familiar with creditor tactics, liens, judgments, repossessions, and other obstacles to credit improvement.

It is critical for the counseling organization to make efforts to keep the client engaged in the counseling process and such attempts and outreach should be documented in the case file.

In accordance with HUD requirements, counseling organizations may close files if a client does not respond to outreach efforts over 60 days. The last outreach attempt should document that the file will be closed as of a specific date if nothing further is heard from the client. If the client should return to client after the 60 days, a new file should be opened.

[2] Except for reverse mortgage counseling.

Post-purchase follow-up

a) Grantees must continue their counseling relationship with customers once they become homeowners. This follow-up should continue for a period of time after purchase to ensure the homeowner's housing stability.
b) Grantees may make use of post-purchase programs using either their own programming or making referrals to other Grantees who provide such programming (*e.g.* B1 General Home Management and B2 Foreclosure Counseling).
c) If problems arise, it will be the grantee's responsibility to address them quickly as time is of the essence, and to address them as efficiently as possible. Where the District's investment is involved, counseling should include ways to protect the DC investment.
d) When working with clients who have an HPAP deferment period ending, Grantees must provide dedicated counseling services to those borrowers. In particular, grantees will be asked to make an updated assessment of each borrower's financial status regarding the appropriateness of continued deferment.
e) Potential delinquency, or foreclosure prevention, counseling will be provided to any borrower who is experiencing difficulty.
f) If problems continue with these loan clients, this counseling will become a home preservation activity.

A2 8-Hour Homebuyer Education Class (HBE)

This activity is open to applicant organizations which are HUD approved counseling organizations employing one or more Hud certified counselors.

The Department seeks HUD Approved organizations to provide the 8-Hour Homebuyer Class. This is in support of the Department's many programs for which the 8-Hour Homebuyer Class is a requirement, and also for other DC residents who seek to take this class in preparation for homeownership and for their knowledge.

Organizations should take as a serious obligation to conduct this class with knowledge staff (HUD certified counselors). The class is conducted in a traditional in-person setting or in a virtual online setting.

Those who successfully attend and complete the class should be provided with a DHCD certification (in the format approved by the Department) indicating their completion of the class and dated appropriately. Monthly attendance and award of certificates should be reported to the Department monthly. The class should be presented frequently enough to meet programmatic needs of DHCD programs. Class dates should be provided to the Department for inclusion on the DHCD calendar. Presentations should be given by staff, not outside speakers. Grantees are welcome to collaborate in the conduct of these classes.

A3: Intake for DC Homebuyer Programs (HPAP/EAHP/NEAHP)

The Home Purchase Assistance Program (HPAP) is the primary DHCD program for first-time homebuyers. HPAP provides interest-free loans that include closing cost assistance to eligible applicants. Under this program, homebuyers may have the opportunity to purchase houses,

condominiums, or cooperative units in the District. DHCD has additional homeownership programs which are associated with HPAP, and which are targeted to specific populations or geographic areas or may meet specific home buyer needs.

The satellite programs are:

(1) The Employee Assisted Housing Program (EAHP) provides assistance to District of Columbia Government employees, who are first-time homebuyers in the District; and

(2) The Negotiated Employee Assistance Home Purchase Program (NEAHP) provides down payment and closing cost assistance to certain District of Columbia Government employees whose position is covered by specific union collective bargaining agreements.

Wherever the acronym "HPAP" is used, the same applies to the EAHP and NEAHP programs.

Prior to HPAP Application

Clients interested in HPAP assistance who have a pre-approval from a lender, should be assisted with making an application to the HPAP as expeditiously as possible. Those without a pre-approval letter from a lender are required to engage in HUD Housing Counseling (see A1 above) in order that they have the benefit of credit counseling and homeownership preparation. The action plan should include the actionable steps needed to ensure success as a homeowner and to achieve a pre-approval letter from a lender. Once a pre-approval letter has been obtained, the client with the Grantee's assistance should proceed to making their application to HPAP.

Application Process

For grantee organizations, this relationship management function includes working with first-time homebuyers throughout the homeownership application, preparation, purchase, and post-purchase process. Counseling will be focused on low- and moderate-income populations.

Once HUD credit counseling is completed the HPAP process includes:

(Optional) Applicant organizations may conduct pre-purchase seminars which include information and requirements of the HPAP programs. A DHCD Certification should be provided to attendees and recorded with DHCD.

Application Intake includes document collection of those documents needed. These should be collected in person or by means of a secure portal. Email is not considered a secure means for transmission of information which could be used for identity theft or other criminal activity. Drop-off at a staff office to an employee is acceptable.

Once the application package is complete, the organization submits to the appropriate HPAP administrator.

Homebuyer Education (8-hour class) (A DHCD Certification should be provided to 8-hour Homebuyer Education attendees and recorded with DHCD.)

Post-Purchase follow-up (Records of those follow-ups should be maintained by the organization. See Post-purchase in Service A1)

Organizations will be responsible for: (1) the application process, which includes delivery of completed applications to the HPAP Administrators; (2) completion of the application form itself and collection of all required supporting documentation, and (3) maintaining performance and reporting data, and databases as needed by the Department.

A4: Inclusionary Zoning Orientations

Introduction to IZ/ADU Programs:

The District's Inclusionary Zoning (IZ) Program requires a certain percentage of units in a new residential development, or a substantial rehabilitation that expands an existing building, be set aside as affordable units. The goals of this program are to increase the supply of affordable housing for low- and moderate-income households, to support the creation of mixed-income communities, to prevent rising home prices from driving out low- and moderate-income residents, and to leverage the expertise and capacity of the private market to develop affordable housing.

Affordable Dwelling Units (ADUs) are defined as for-sale and for-rent homes that are locally restricted for occupancy by households whose income falls within a certain range and are generally offered at a below-market rate. ADUs are generally produced in exchange for zoning relief, tax incentives, public financing, and/or the right to purchase or lease District-owned land. Specific ADU provisions, such as the affordability period, income limits, and resale restrictions, are set out in deeds, covenants, land disposition agreements, ADU administration plans and other originating documents.

ADU provisions have historically varied from project to project, as each is a result of a unique negotiation or project approval. However, ADU restrictions are becoming more standardized and more similar to standard IZ requirements.

Organization roles and responsibilities:
Provide mandatory IZ Orientation. The department's PowerPoint presentation must be utilized. Presentation and answers to participants' questions must conform to agency guidelines.

DHCD seeks organizations which will provide programmatic rental and homeownership counseling services in support of both of the above programs. Information about these

programs is available through DC Housing Search https://www.dchousingsearch.org , counselors will be required to utilize DC Housing Search, and train potential customers in how to search for affordable housing through DC Housing Search.

Grantees will be required to become familiar with the program requirements and procedures, as required by DHCD. In the last few fiscal years, the IZ program has produced approximately 400 new affordable units each year.

Orientation:
In particular, organizations are required to conduct IZ Orientations to help residents to be familiar with all programmatic requirements for the IZ program.

Organizations must conduct and coordinate this mandatory orientation session in a traditional and virtual classroom settings. They must provide interested applicants/residents with the relevant terms of the program, including next steps and other information as required by DHCD.
DHCD currently provides standard slides and certificate templates to use for this orientation and will provide training to grantees.

Completion of this orientation class is mandatory before an individual may register for the IZ program and individuals must renew registration every two (2) years to remain on the IZ registration list.

The class must be conducted at least monthly beginning within 30 days after the grantee's application is approved. Coordination of this class will include publishing upcoming class dates, accepting reservations via phone, email, or other method, allowing walk-ins if space is available, providing attendees with a certificate of completion (in a format approved by DHCD) upon completion of the class and providing at least monthly attendee data to DHCD. It will also include ensuring that attendees receive all required training materials, and shall be presented by grantee staff, not outside speakers.

Grantees must train program participants in the terms and specifics of the IZ and ADU Programs (training guidance will be provided by DHCD) and provide additional pre and post homebuyer education training.

Grantees must also provide data to DHCD on a regular basis as determined and requested by DHCD, including but not limited to the names and contact details for individuals who have received a DHCD certificate and the number of attendees at IZ orientations.

A5: Income Certifications for the IZ/ADU Units Programs

The agency seeks two organizations to provide income certifications for participants in the Inclusionary Zoning and Affordable Dwelling Units programs. Income certifications are expected to be conducted under a uniform process prescribed by DHCD and following HUD Part 5. DHCD has established requirements for approving Certifying Entities, including

specific IZ and ADU training.

Grantees are expected to become Certifying Entities pursuant to DHCD requirements. Grantee organizations will be required to ensure that program participants understand that income and occupancy restrictions apply to their IZ units and ADUs. Grantees will also be expected to complete income certifications for newly selected households and for renewing tenants. Grantees will be working closely with individuals, property management/leasing staff, sales agents and DHCD. DHCD will provide the necessary forms and procedures, but Grantees will collect the necessary paperwork from individuals and complete the income and household size verification process. Upon successful certifications, Grantees will notify DHCD and the sales/leasing staff.

Such restrictions may include but would not be limited to: (1) the specific affordability period, (2) conditions for, or prohibitions against, subleasing, and (3) resale restrictions. Ongoing outreach and assistance to occupants of IZ units and ADU is required in the areas of programmatic requirements and homeownership counseling.

A6: Income Certification for PADD Applicants

The Property Acquisition and Disposition Division (PADD) encourages vacant and/or abandoned property owners to rehabilitate and/or occupy their properties. PADD acquires vacant, abandoned, and deteriorated properties through negotiated friendly sale, eminent domain, donation, or tax sale foreclosure, when owners are unwilling or unable to maintain their properties. PADD also disposes of properties in inventory by selling them to individuals or developers to be rehabilitated into high-quality affordable and market-rate single-family and/ or multi-family for-sale or rental housing in District neighborhoods.

For DHCD, the activities of this Division create affordable homeownership and rental opportunities for low- and moderate-income households. Grantees must counsel these households as they qualify for and occupy these new homeownership and rental units. DHCD seeks one or more organizations which will provide counseling or training services for affordable units made available through PADD.

Because PADD units are not produced through a traditional homebuyer program, an intensive marketing and outreach effort to our target population will be required of grantees. Counseling services will also involve conducting income certifications and re-certifications for purposes of admission and continuing participation in this program. Income certifications are expected to be conducted under a uniform process prescribed by the Department. For PADD, grantees must ensure that program participants understand that income, or occupancy, restrictions apply to their unit. Such restrictions may include but would not be limited to: (1) the specific affordability period; (2) conditions for, or prohibitions against, subleasing; (3) potential rent increases; and (4) resale restrictions. The specific unit covenant

terms will be communicated to stakeholders by the Department, but grantees must facilitate communication with stakeholders.

A7: Public Services: General Coaching and Information

Public Services may be undertaken by Applicants which have not yet obtained HUD Approval and may not employ a HUD certified housing counselors. (HUD Approved organizations who are applying for A1 or A2 do not need to apply for this service, since they are able to provide these Public Service activities in connection with their other lines of services.

These activities are frequent but not exclusively in a group setting. These may be virtual or in-person, as long as an in-person option is provided. Grantees may utilize Homebuyer Clubs as an effective tool for keeping clients engaged in homebuyer preparation when a long-term period is needed for better positioning to be a first-time buyer.

They may include group trainings on understanding credit and credit reports and involve savings programs.

Public service staff are required to train clients to utilize available tools, such as DC Housing Search https://www.dchousingsearch.org to locate affordable housing for sale and for rent.

CATEGORY B: COUNSELING AND TRAINING FOR HOME PRESERVATION

B8: General Home Management (Post-Purchase Non-Delinquent)

Post-purchase counseling is essential for Homeowners who have purchased their homes, are not delinquent in their mortgage payments and would like to remain successful by creating a realistic financial plan to avoid financial pitfalls and protect and retain their homeownership. Post-purchase counseling is essential to understand local post-purchase behavior, especially low-moderate income homeowners, that can be supported by education and supportive programs to ensure recent homeowners understand what to do in the event of hardships. Organizations that provide post-purchase counseling sessions and education workshops will ensure their topics consist of the following:

1. Prepare a maintenance plan for major household systems and repair strategies.
2. Emergency preparedness plan to assist client in case of disaster.
3. Understand consequences of not paying taxes, HOA payments or community assessments.
4. Explain the benefits of establishing an emergency fund and retirement or tax-incentivized accounts.
5. Provide knowledge of home improvement financing options like HELOCs and give counsel on how to apply for additional financing to renovate property.

6. Access the client's understanding of the process of refinancing the home and incurring more debt.

This counseling activity may include, but not be limited to, appliance warranty disputes, contractor disputes, disputes with mortgagors, will and estate issues, including transfer-on-death deeds, etc. In this service, grantees must serve as advisor-educators and are prohibited from giving legal advice. Grantee activities should focus on low—and moderate-income populations.

B9: Foreclosure Counseling

Homeowners who are delinquent in loan payments (as well as those in danger of delinquency) need to know what options are available to them. Similarly, those in foreclosure need to know their options and resources that may assist them, especially if available legal services are available.

Organizations are required to provide foreclosure prevention counseling that helps homeowners at risk understand the foreclosure process in Washington, DC, determine their legal rights and identify options to avoid foreclosure.
Organizations will assist struggling homeowners with loss mitigation, communicate with mortgage servicers and provide services such as the following:

1. Provide advice and coaching to assist clients with creating a budget based on financial goals. Assess the current financial situation and develop short and long-term strategies to reduce expenses and debt to achieve client goals.
2. Explain loss mitigation. Explain the requirements of a loss mitigation package and evaluate the client's loss mitigation options for FHA and non-FHA loans.
3. Provide examples of mortgage default scams and ways to avoid being a victim.
4. Explain the consequences and costs associated with a foreclosure, short sale, or deed-in-lieu.
5. Explain the foreclosure timeline and devise a plan if the client is unable to stay in the home and assist the client in mortgage default recovery. Demonstrate the impact of a mortgage default.
6. Work with displaced residents seeking referrals for housing.

Grantees work with homeowners who are delinquent in their mortgage payments, or who are in foreclosure, or in post-foreclosure. These counseling services are also offered to owners of multi-family properties, and ownership associations. This counseling serves as a central element of DHCD's overall foreclosure prevention strategy.

It is critical to address the District's foreclosure crisis. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Grantees also work with the Department of Insurance Securities and Banking (DISB) to protect clients against scam operations that prey upon residents who are subject to foreclosure. Grantee organizations extract data for outreach and targeting efforts from the Office of the Recorder of Deeds, which provides a listing of all official foreclosures in the

District on a weekly basis. DHCD seeks one or more organizations that will provide foreclosure counseling services which include, but may not be limited to, all of the above-described foreclosure prevention activities.

For grantees, this counseling function means working with troubled homeowners, utilizing all foreclosure prevention or mitigation tools available, and if necessary, working with customers throughout their foreclosure or post-foreclosure process. Grantees must provide full assistance and advice to troubled homeowners. Grantees will be responsible for: (1) assessing the homeowner's circumstances, (2) educating the homeowner about the full implications of mortgage delinquency and foreclosure (3) exploring and providing options of action for the homeowner (4) providing tools or alternative support that may further assist the homeowner (5) developing and executing a best action plan for either saving the home or undertaking the best course for the homeowner, and (6) tracking the results of their counseling efforts. In addition, grantees will provide ongoing performance and reporting data and databases maintained.

Post-Foreclosure Counseling: It is critical that grantees continue their counseling relationship with customers, even if the home cannot be saved. Grantees must follow up with troubled homeowners for a period of time after any action plan has been executed. If the home has not been saved, counseling should be made available, and if necessary, referral to other needed services. If the home has been saved, counseling follow-up is also necessary to ensure that the ongoing action plan is being properly implemented. If more problems arise, it will be the grantee's responsibility to address them as quickly and as efficiently as possible.

With the passage of the Saving DC Homes from Foreclosure Emergency Amendment Act of 2010, troubled or delinquent District homeowners have the right to engage in mediation prior to foreclosure. As a result, DHCD requires grantees to provide counseling related to this mediation process.

Grantees must be familiar with the Law, its regulations, and the mediation process which has been implemented by the Mediation Administrator at the DC Department of Insurance, Securities, and Banking. Grantees must educate troubled homeowners in the decision factors related to mediation election, and, if necessary, prepare them for mediation. In some cases, counselors may be asked to accompany, or represent, troubled homeowners in the mediation process. Grantees must ensure that all customers who elect mediation complete and submit proper documentation in a timely manner. Grantees must ensure that the best interests of troubled borrowers are protected throughout the mediation process. Finally, DHCD expects grantees to follow-up after the mediation process is complete to ensure that any final mediation agreement is properly implemented.

B10: Eviction Counseling

Applicants who have HUD certified counselors or NeighborWorks America foreclosure certified counselors may offer this service. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Training should also include knowledge of laws and legal procedures governing eviction.

Eviction has long created housing instability for renters, and especially among low- and moderate-income households. For those at the lower end of the economic scale, eviction has caused not only housing instability but also employment insecurity and homelessness. Studies have shown that lack of access to legal representation has resulted in markedly different and detrimental outcomes as compared to renters who have legal representation. After legal representation, the next most effective range of services includes alternative dispute resolution (or mediation), knowledge and guidance in court navigation, and effective management of legal and tenant-landlord documents. In addition to housing instability, eviction also has credit impact for the tenant.

It is critical to provide those in danger of eviction with counseling to make informed decisions. This includes access whenever possible access to legal services. Also, appropriate training includes information about tenants' rights and obligations, the credit impact of eviction, use of payment plan agreements, understanding of court processes and procedures, and access to alternatives to court procedures. When tenancy is lost, counseling for housing alternatives is needed and a path forward to credit repair.

B11: Single-Family Residential Rehabilitation Program

The Single-Family Residential Rehabilitation Program (SFRRP) administers grants to District homeowners for roof repairs and for modifications to eliminate barriers to accessibility for persons with mobility or other physical impairments. Projects approved for SFRRP require a covenant on the property to protect the District's funding of the project.
DHCD seeks one or more organizations which will provide application intake services to SFRRP applicants throughout the grant process.

> **Mandatory Counselor Intake Training:** Grantees for this line of service are required to attend training with the SFRRP team in September to be introduced to updated aspects of the SFRRP for FY25. It is critical that the grantee have a solid understanding of the updated program and the requirements for applications. Therefore, the September training is mandatory for SFRRP intake counselors.
>
> **Application Period:** Applications for SFRRP will only be taken between October 1, 2024, and December 31, 2024. To be considered applications during this period must be complete. Lack of required documentation or information will not "hold a place" in the program if not provided before the December 31, 2024. The Department at its sole discretion reserves the right to close the program prior to the deadline if funding is depleted or no longer available.

Information Session for Applicants: The Department will provide Grantees with a PowerPoint presentation outlining the program and its requirements. Intake counselors are required to use this presentation with all potential applicants either in a group sessions (such as an Orientation) or in a one-on-one session with the potential applicant.

Grantee's and Counselor's Responsibilities: (1) use the Department PowerPoint presentation to present the program to potential applicants, answering questions from residents interested in the program; (2) complete the application document and collection of **all required** supporting documentation *(incomplete applications will not be accepted)*; (3) post-application and post-grant support; and (4) providing performance and reporting data as required.

45 Day Period: It is critical that no application be uploaded in the SFRRP portal unless it is complete with all required documents and intake form completed. If an incomplete application is uploaded in the portal, the SFRRP staff will notify the counselor and the applicant that the application cannot be accepted. The notification state that what is complete and state the **applicant has 45 days** to provide the requested information including documents. After 45 days if the application remains incomplete, the application will be closed as incomplete for funding.

Application Portal: Counselors will need to provide their name and contact information (e.g. email) when uploading in case SFRRP program staff need to follow up.

Legal Citations Governing Program Area for Category B:

Applicants to provide any service in Category B should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

- Lead Safe Washington 24 CFR, Part 35, 24 CFR, Part 85.37, Section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992
- Single Family Rehabilitation 14 DCMR, Chapter 28 First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
- Saving DC Homes from Foreclosure Emergency Amendment Act of 2010 (DC Act 18-635; 57 DCR 12404)

B12: Legal Services for Homeowners and/or Coop & Condo Associations

The Department seeks organizations to provide legal services to provide one or both of the services noted below. Grantees will conduct outreach to low- and moderate-income populations in need of these services.

- Legal Services to Seniors
  Seniors who are homeowners can be assisted by the Applicant to have legal services to assist Seniors to avoid housing instability or the loss of ownership of their home. In addition to their own attorney staff, Applicants may seek *pro bono* services from other members of the Bar.

- Legal Services to Coop-Condo Associations
  Legal services may be provided to Cooperatives and/or Condominiums ("Associations") to ensure housing stability. If Associations have problems in areas of legal entity status, required legal or financial filings, compliance issues, risk management concerns, board and member training, best legal practices, and collection of association fees (to name of few), such issues may threaten the member's housing stability, and the owners' (or members') investment in their properties. Selected applicants will provide legal services to Associations in low- and moderate-income census blocks to mitigate these concerns, to preserve housing stability of owners and to ensure well-functioning Associations and Boards.

B13: Technical Assistance for Coop and Condo Associations

The Department seeks one or more organizations to provide technical assistance to Associations. The situation many Associations may face is a need for training in best practices of Association management. Training in best practices and frequently encountered problem situations may be offered by the grantee not only to the Association Board but also to the owners in the Association. Association boards and their member owners frequently face issues of association fees not being paid, lack of income to fund reserves, special projects that would require a special assessment, and decisions of taking court action or being the defendant in a court action. These are just a few of the legal issues which may arise for the Association, in addition to the more routine matters of by-laws and required legal documents for the operation of the Association.

B14: Technical Assistance for Landlords of Small Rental Properties

Landlords of small rental properties face enormous challenges. They frequently lack the staff and the resources of large multi-family properties to deal with the many details of operations and asset management. Small unit properties cannot readily absorb mistakes or challenges.

In a ten-unit property, one vacancy is a 10% vacancy rate, while one unit in a 100-unit property is 1% vacancy rate. Yet, small unit properties are often the affordable renter properties. To preserve this housing stock as an affordable option, DHCD seeks grantees to provide Technical Support to Owners of Small Unit Properties (of 30 units or less).

Services can be provided through group training as well as through one-on-one counseling. Like many small business owners, owners can often benefit from a better understanding of accounting practices and financial statements (balance sheet, income statement, cash flow report). Knowledge of financing options is another common to many business owners. Topics such as these are particularly suitable to the needs of owners.

1. **Property Management Software**: Landlords often need help selecting and implementing property management software to track rent payments, maintenance requests, tenant information, and other critical operational data.

2. **Legal Compliance**: Guidance on navigating complex local, state, and federal housing laws and regulations related to fair housing, security deposits, evictions, and other landlord-tenant issues.

3. **Financial Management**: Guidance with accounting, tax preparation, and financial planning specific to rental property ownership and operations.

4. **Maintenance and Repairs**: Access to vetted contractors, tradespeople, and service providers to handle property maintenance, repairs, and upgrades in a timely and cost-effective manner.

5. **Tenant Screening and Selection**: Guidance and best practices with tenant screening processes, background checks, and selecting responsible renters to minimize vacancies and evictions.

6. **Marketing and Leasing**: Help with listing vacant units, advertising, showing properties, and executing leases to keep units occupied.

7. **Emergency Response**: Guidance on developing emergency plans and protocols to address unexpected events like natural disasters, property damage, or tenant issues.

8. **Asset Management Issues**: The ratios and metrics of asset management for multi-family properties provide a helpful guide to best practices. For example: Many landlords are unaware of the effect that certain metrics have in their properties. Slow "Make-Ready" times, refers to the length of time it takes to prepare an apartment to be shown to prospective tenants. Similarly, "turn time" refers to the times it takes to find a renter and receive the first month's rent. Slow turn times are also a drain on resources. When there are slow "make ready" and slow "turn times" the combined effect can be detrimental for the property's future. High turn-over rates among renters is another draw on the income. Other issues and topics include: What to do when you have a tenant who is not paying rent? What are the alternatives to eviction? How do the Court work? Are there pre-eviction resources? What legal services are available to the owner?

CATEGORY C: TENANTS AND TENANT GROUPS: SERVICES RELATIVE TO Tenants Opportunity to Purchase Act, Rental Conversion and Sale Division, and Rental Accommodations Division

The DC Tenants Opportunity to Purchase Act (TOPA) seeks to protect tenants and tenant groups from displacement due to sale of the property. The law allows tenants to purchase their apartment building. Tenants have the choice of maintaining the apartments for rent or converting to cooperatives or condominiums. DHCD seeks to preserve affordable housing in the District and limit displacement of low- and moderate-income households. For groups that choose coop or condo conversion, this provides a path to homeownership.

DHCD provides both financial assistance and technical assistance, as well as specialized organizational and development services, for tenant groups who are pursuing the purchase of their apartment buildings. Through DHCD's Development Finance Division, organized tenant associations may be provided with seed money, earnest money deposits, and acquisition and/or rehabilitation assistance. After acquisition and rehabilitation, DHCD also provides ongoing Board training and property management support to the newly formed cooperative or condominium Boards.

C15: TOPA: Pre-purchase Training

DHCD seeks one or more organizations which will provide pre-acquisition organizational and developmental counseling and training to tenant groups or tenant associations in support of their intent to purchase their building. These tenant groups must be preliminarily qualified as eligible for DHCD's Tenant Purchase Technical Assistance program. Grantees must provide the following services to tenant groups:

a) establishment of a tenant association.
b) selection and appropriate training of Board members.
c) training of captains (court, building and floor).
d) training in roles and functions of committee members; (5) training tenant groups in detail about the building purchase process.
e) training tenant associations in property management techniques.
f) provide training to the tenant association on each type of ownership; and conducting surveys of tenant associations to determine the appropriate form of ownership for their building (cooperative or condominium).

It is critical that Grantees in this service maintain an outreach to educate and inform low- and moderate-income tenants about their rights and opportunities provided by TOPA. Grantees are encouraged to make this a central aspects of their marketing plan, and to create

opportunities as well as avail themselves of opportunities to participate in educational outlets to reach tenants. Collaboration with other Grantees in this or similar service lines is encouraged. Grantees should participate in DHCD when and as those opportunities for outreach are available.

While training the tenant association, the grantee must be able to prepare and submit appropriate documentation required in the purchase process, including but not limited to tenant profiles and feasibility analyses, response to Notice of Sale of Building, preliminary development, acquisition, and rehabilitation plans, and operational plans.

The grantees must have skill and experience in negotiating the lease or purchase of the building. In addition, grantees must assist tenant groups in procurement related to the development, purchase, and rehabilitation process, including but not limited to attorneys, architects, engineers, financial and developmental consultants, private developers, appraisers, and property managers.

C16: TOPA: Post-Purchase Training

DHCD seeks one or more organizations which will provide ongoing post-acquisition counseling services which include property management and Board training for properties which have been purchased and/or rehabilitated with financial assistance from the DHCD Development Finance Division's First Right Purchase program. Generally, these are multi-family properties that have been purchased through limited equity cooperative agreements or condominium purchases. Therefore, non-profit Board training and development skill and/or experience, as well as multi-family property management skills are critical to providing effective counseling services. Services to be provided under this activity may include, but are not limited to:

a) establishing standards of evaluation for each participant's financial status and leadership capacity.
b) conducting annual management reviews of all Boards, oversee election and
c) training of new Board members.
d) assisting in the establishment of appropriate arrangements with required service providers such as exterminators, garbage collectors, landscapers, etc.
e) assisting in capital management planning and a stabilization plan for rehabilitation and/or refinancing.
f) tracking property vacancies and reviewing new applications for membership.
g) establishing and reviewing membership guidelines.
h) technical assistance in accounting, budgeting, and the preparation of financial statements for long-term financial viability.
i) providing Board of Directors with training as appropriate; and

j) other required management and support duties. Grantees will assist the condominium or cooperative in developing a budget for the overall management and carrying costs of the property.

Grantees will assist the Board and membership in all aspects of management, such as completion of the audit, Fair Housing issues, required individual, property, and Board insurance, taxes, the role of Board officers, evaluation of monthly financial performance, training on lender compliance, i.e. loan payments, income requirements. DHCD will likely negotiate assignment of specific properties to grantees for this service.

Legal Citations Governing Program Area in Category C:

Applicants to provide any service in Category C should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
Tenant Purchase Technical Assistance Program DC Code 42-3404.02
Rental Housing Conversion and Sale Act of 1980, as amended (DC Code 42-3401.01 et. seq.) (Also known as the Tenant Opportunity to Purchase Act or "TOPA")

C17: Services for Tenants and Tenant Organizations
(in partnership with Housing Regulation Administration, Rental Accommodation Division, Rental Conversion and Sale Division).

Activities under this service will supplement and enhance the services provided by DHCD's Housing Regulation Administration (HRA), which includes the Rental Accommodations Division (RAD) and the Rental Conversion and Sale Division (CASD).

RAD administers the Rental Housing Act of 1985 (D.C. Official Code § 42-3501.01 et seq.) which regulates residential rental housing registration and the rent stabilization program (commonly known as rent control). RAD oversees rent adjustment procedures, processes notices to vacate, reviews tenant petitions prior to adjudication by the Office of Administrative Hearings and adjudicates most types of landlord petitions. RAD also proposes rules and regulations for administration of the Rental Housing Act for review and publication by the Rental Housing Commission.

CASD administers the Rental Housing Conversion and Sale Act of 1980 (D.C. Official Code § 42- 3401.01 et seq.) which regulates the sale or transfer of ownership interests under the

Tenant Opportunity to Purchase Act of 1980 (TOPA) (D.C. Official Code § 42-3401.01 et seq.), the conversion of use of rental housing to condominium or cooperative ownership and residential condominium formation and registration under the Condominium Act of 1976 (D.C. Official Code § 42-1901.01 et seq.). Further, CASD administers a Housing Assistance Payment program (HAP), under which tenants may be eligible for rent assistance if they are displaced due to the conversion of use of their apartment building to condominium or cooperative ownership.

CASD also proposes rules and regulations for administration of the Rental Housing Conversion and Sale Act of 1980.

DHCD seeks one or more organizations which will support RAD and CASD operations by providing counseling and tenant education services to tenants and tenant groups. Grantees must provide counseling and training assistance to tenants and tenant organizations regarding the District's rental housing laws and tenant and landlord rights and responsibilities.

For CASD, grantee organizations must provide counseling and training concerning: (1) tenants' TOPA rights when a landlord intends to sell, demolish, or discontinue rental housing use; (2) transfers of rental housing ownership or economic interests; (3) assisting tenants or tenant organizations in exercising their right to purchase; (4) informing tenants or tenant organizations relating to partner-investors and assigning TOPA rights; (5) conversion of use from rental housing to condominium or cooperative ownership by tenant elections, or conversion in lieu of tenant elections; (6) the Housing Assistance Payment program and relocation assistance; (7) tenant organization formation, incorporation, and registration; (8) protections for elderly or disabled tenants; (9) coercive or retaliatory activities; (10) tenant rights when rental housing is in foreclosure; (11) notices of intent to convert use from rental housing to condominium or cooperative ownership; and (12) relocation counseling for displaced tenants.

For RAD, service providers must demonstrate the ability to counsel and train tenants and tenant organizations on rent control provisions including properties that are regulated by or exempted/excluded from rent stabilization under the Rental Housing Act:

1) petition- based and annual rent increases.
2) executing and filing tenant petitions.
3) responding to landlord petitions.
4) protections for elderly and disabled tenants.
5) RAD's conciliation services.
6) notices to vacate and eviction procedures.
7) disclosures to tenants.
8) changes and decreases in services and facilities.

9) learning about and securing enforcement of housing condition regulations.
10) security deposits.
11) understanding lease provisions.
12) rent increases if a property is not under rent control.
13) appealing decisions of the Rent Administrator or the Office of Administrative Hearings; and
14) relocation counseling for displaced tenants. Note: Advocacy on behalf of tenant groups, or tenant rights assignees– including, but not limited to, legal advice or advocacy on tenants or tenant organizations' behalf in negotiations with a property owner–is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators, and not as advocacy groups. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns, or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a grantee is to ensure that tenants understand all available options.

Direct Counseling to Tenants and Tenant Groups: tenant counseling services will be designed to educate tenants in privately-owned properties about their legal rights and opportunities. This service is to be provided to tenants and tenant groups which are not subject to foreclosure and have not selected to exercise their Opportunity to Purchase Rights and/or Right of First Refusal under TOPA. It also includes providing other services and tenant education, which may not fall into the categories of services outlined above, such as eviction counseling, relocation counseling, apartment search, or apartment management.

DHCD seeks one or more organizations with the capacity to bring a range of resources to prevent involuntary displacement and to provide opportunities for continued affordable rental housing. Grantees must provide counseling services to tenants and tenant groups which include, but are not limited to: (1) outreach to tenant groups upon notice of one-year potential for subsidy expiration; (2) technical assistance in negotiations between owners and HUD relative to the renewal of federal subsidy contracts; (3) counseling for tenants in buildings where the subsidy will be lost and the tenant(s) must move; (4) counseling for tenants who are behind in their rent on best-action options; and (5) appropriately referring tenants who are in landlord/tenant disputes to all available resources. Grantees must also conduct research using the many databases and research tools available to identify properties that have a critical need for counseling assistance, including but not limited to DCHousingsearch.org. Note: Advocacy on behalf of tenant groups or tenants' rights assignee –including, but not limited to, legal advice or advocacy on tenants or tenant organizations behalf in negotiations

with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators and not as tenant advocates. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a prospective grantee is to ensure that tenants understand all available options.

Additional Legal Citations Governing Programs in Category C.

Applicants to provide any service in this Category and should review in detail the legal citations governing DHCD's rental accommodation functions:
(1) the Rental Housing Act of 1985, D.C. Official Code § 42-3501 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapters 38-44.
(2) the Rental Housing Conversion and Sale Act of 1980, D.C. Official Code § 42-3401 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapter 47.
(3) the Condominium Act of 1976, D.C.

Official Code § 42-1901 et seq.; (4) D.C. Official Code § 42-1901 et seq.; (5) the First Right to Purchase Program, title 14 of the District of Columbia Municipal Regulation, chapter 2700; and (6) Housing Conditions, Title 14 of the District of Columbia Municipal Regulations, Chapters 1-15. Submission of an application relevant to these services presumes that the applicant intends to meet all requirements to provide counseling to tenants and tenant groups pursuant to these above referenced citations.

3.3 Geographic Distribution of Services

The Department's decision to select one or more grantees to provide services will be influenced by the potential geographical distribution of service among the qualified applications received. Applicants can designate their proposed service areas in the District based on their by-laws, Board policies, etc. However, the Department reserves the right to designate any service areas it deems appropriate or necessary in making awards and negotiating grant terms. In reviewing the applicant pool, the Department's priority will be to ensure that excellent affordable housing counseling and training services are provided to all low- and moderate-income citizens of the District of Columbia. The Department will seek to bring parity in the quality of all housing services provided for all areas of the District through the award and ongoing management of these grants.

3.4 Marketing and Outreach

Marketing Plan to be submitted: Marketing and outreach are critical aspects of the grant's work. Grantees' efforts ensure these programs and services' success and desired impact. No Grantee or service is exempt from this requirement. Applicants must submit a detailed marketing and outreach plan for the services they are applying for. The plan should be detailed and not assume an understanding that has not been stated. Marketing should be included in the proposed budget and work plan.

DHCD will review and approve the marketing plan. In accordance with agency policy, marketing activities should highlight partnerships with and funding by DHCD.

Aspects of Marketing and Outreach to be considered:

- Continuous and consistent marketing and outreach are essential to achieving these services' objectives and maximizing public awareness of DHCD housing programs.
- Because of DHCD's diverse target population, grantees must utilize various marketing tools.
- Grantees are responsible for distributing DHCD program materials at community forums, public events, homeownership meetings, and fairs. Marketing and outreach may include but are not limited to, websites, email blasts, blogs, listservs, Twitter, Facebook, YouTube, Hope Hotline, flyers, door-to-door visits, community meetings, use of cable television (Channel 16), and public service announcements.

Coordinated with the Department: The grantee's marketing and outreach must be coordinated with DHCD. Grantees are expected to continually assess the success and impact of their marketing efforts to identify the most effective and efficient ways of reaching low– and moderate-income populations.

Participation in Department Marketing Activities: As required by DHCD, Grantees must participate in public activities and events related to housing opportunities. These may include but are not limited to tabling at events, participating in panel discussions, and providing speakers to groups, agencies, or organizations that request them.

DHCD Acknowledgement: Grantees must always acknowledge such housing assistance activities as Department of Housing and Community Development programs in any distributed print or electronic materials. DHCD must approve all such materials before distribution.

Use of DHCD Logo: All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or entirely, by the Department.

1. The written or printed materials must include the authorized DHCD logo.
2. Written or printed materials include, but are not limited to, newspaper, radio, and television announcements or advertisements. Websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.

4. The grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to the Grantee.
5. The grantee must provide copies of all marketing materials, brochures, flyers, and other materials that publicize grant-funded activities to the Grantor via email at dhcd.occo@dc.gov
6. The grantee shall publicize as appropriate to its constituency through social media, print, and online postings, DHCD communications, and events related to Grant-supported activities.

Diversity and Language Access in Marketing: Grantees must demonstrate the capability to effectively serve and communicate with the District's various non-English speaking and special needs populations. This means that marketing and outreach materials must be made available in multiple languages and media based on the needs of those populations. The grantee must demonstrate its intent and capability to comply with the District's Language Access Law. In addition, grantees must demonstrate the availability of appropriate staffing to ensure compliance with the District's Language Access Law.

3.5 Focus Areas and Neighborhood Revitalization Strategy Areas (NRSA)

DHCD has identified specific areas of the District as "Focus Areas." These Areas represent areas where the District has invested in funding to create and preserve affordable housing. Focus Areas follow main routes through the District and their associated neighborhoods. In many cases, business owners are centered on these major routes, while resident services will be seen as more appropriate for those in the communities. Applicants must ensure services are delivered to low- and moderate-income households or areas as part of their program (Housing Services, Small Business Technical Assistance, Façade Improvement). This is a CDBG requirement.

- For Housing Counseling applicants, these Focus Areas should be used to plan outreach activities to inform residents of their services.
- For SBTA and Façade grantees, the Focus Areas define the geographical areas of the District in which they will provide services. In this latter case, the Focus Areas define not only their outreach area but also their service area.

NRSAs Targeting East of the River

The Department obtained the HUD designation for the Neighborhood Revitalization Strategy Area (NRSA) for the Focus Areas in Wards 7 and 8. DHCD has designated areas of Historic Anacostia in the city's Southeast and Far Northeast communities as Neighborhood Revitalization Strategy Areas (NRSAs). This designation will allow the city to target Community Development Block Grant (CDBG) funding that supports economic and community revitalization efforts. These include Martin Luther King Jr Avenue, Marion Barry Avenue, Minnesota Avenue, and Benning Road. However, all areas of Ward 7 and Ward 8 remain the focus of the grantee's work and outreach.

For communities outside of the NRSA areas, DHCD has designated Focus Areas throughout the District. Applicants are encouraged to partner with other community-based organizations. This collaboration can include cross-disciplinary collaboration. For example, a Façade grantee may partner with an SBTA grantee to provide business owners various services encompassing both disciplines. Housing service grantees may partner to promote or provide services one grantee offers, but another may not. The key to collaboration is an outlook of being partners, not competitors.

The following is a list of the Focus Areas and some of their associated neighborhoods. The outreach plans can include other nearby neighborhoods, mindful of the low-income requirements. Each applicant is asked to select one or more Focus Areas for their application. Please note that this is a minimum, and applicants may choose more than three. Applicants will be asked to provide reporting on outreach activities.

The following is a list of the Focus Areas outreach plans, mindful of the low and income requirements.

Focus Areas/Neighborhoods

- **16th St NW Corridor** near the intersection with Havard St NW (Columbia Heights) in Ward 1
- **Georgia Ave and New Hampshire Ave NW Corridor** (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- **Rhode Island Ave and South Dakota Ave NE Corridor** (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 4 and Ward 5
- **M Street and South Capitol Streets SW Corridor** (Greenleaf and Waterfront) in Ward 6
- **Benning Road and Florida Ave NE Corridor** (NoMa/Ivy City/Trinidad) in Ward 5 and Ward 6
- **Minnesota Ave and Benning Rd NE Corridor** (Benning, Greenway) in Ward 7
- **Pennsylvania Ave and Minnesota Aves SE Corridor** (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- **East Capitol and Benning Rd Corridor** (Capitol View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- **Marion Barry Ave and Martin Luther King Aves SE Corridor** (Historic Anacostia, Fairlawn, Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- **Marion Barry Ave and Alabama Aves Corridor** (Skyland, Woodland, Garfield Heights) in Ward 8
- **Martin Luther King Ave and Alabama Ave Corridor** (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- **South Capital St and Chesapeake St SE Corridor** (Bellevue, Washington Highlands) in Ward 8

FY25 Housing Counseling Services Workplan

Organization Name:
Grant Number:

Performance Period: 2/1/2025 to 09/30/2025

RFA Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	NRSA Ward 7 & 8 All Services	Total
A1	HUD Housing Counseling	20	Number of First Time Homebuyers Purchasing Homes	Public Service or NRSA	$40,000.00	$0.00	$32,791.00	$72,791.00
A1		100	Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		160	Number of 1:1 Counseling Sessions (Budget & Credit)					
A1		80	Number of unduplicated households					
A1		200	Number of 1:1 Homebuyer Counseling Sessions					
A1		67	Number of unduplicated households					
A2	8-Hour Homebuyer Class	12	Number of 8-hour Homebuyer Educations Classes	Public Service or NRSA	$10,000.00	$0.00	$10,000.00	$20,000.00
A2		67	Number of Attendees of 8-hour Homebuyer Classes					
A2		50	Number of DHCD Certificates issued					
A3	HPAP (EAHP/NEAHP)	28	Number of HPAP Pre Purchase Orientations conducted	Non-Public Service or NRSA	N/A	$67,000.00	$0.00	$67,000.00
A3	(NPS ONLY)	333	Number of Attendees at HPAP Orientations					
A3		67	Number of Files submitted to HPAP Administrators					
A3		267	Number of 1:1 HPAP Counseling Sessions					
A3		67	Number of unduplicated households					
A4	IZ/ADU Orientations	16	Number of IZ Orientations Conducted	Public Service or NRSA	$15,000.00	$0.00	$20,000.00	$35,000.00
A4		533	Number of Attendees at IZ Orientations					
A4		533	Number of DHCD Certificates issued					
A5	IZ/ADU Income Certifications	167	Number of IZ/ADU Income Cetifications completed	Public Service or NRSA	$15,000.00	$0.00	$20,000.00	$35,000.00
A6	PADD	0	Number of PADD group training/coaching	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
A6		0	Number of Attendees at PADD group training					
A6		0	Number of 1:1 PADD sessions (if applicable)					
A6		0	Number of unduplicated households receiving 1:1 PADD sessions					
A6		0	Number of PADD Income Certifications					
A7	General Housing Services & Information (Group Training)	7	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)	Public Service or NRSA	$20,000.00	$0.00	$0.00	$20,000.00
A7		50	Number of Attendees at Financial Literacy Trainings					
A7		0	Number of Homebuyer Clubs Meetings					
A7		0	Total of Attendees at Homebuer Club Meetings					
A7		0	Number of group trainings or workshops not reported in other categories					
A7		0	Number of Attendes at group trainings or workshops not reported in other categories					
B10	Eviction Counseling	0	Number of Eviction workshops	Public Service or NRSA	$25,000.00	$0.00	$10,000.00	$35,000.00
B10		0	Number of Attendees at Eviction workshops					
B10		83	1:1 Eviction Counseling					
B10		43	Unduplciated households 1:1 Eviction Counseling					
B10		0	Number referred to Attorney(s) for Legal Services					
B10		0	Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)					
B10		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)					
B10		0	Number Evictions Prevented					
B11	SFRR	0	Number of SFRRP Orientations conducted (required)	Public Service or NRSA	N/A			$0.00
B11		0	Number of 1:1 Intake sessions					
B11		0	Number of unduplicated households					
B11		0	Number of complete applications submitted in SFRRP Portal					
B12	Legal Services for Seniors, Coops and Condos	0	Senior households receiving legal services	Public Service or NRSA	N/A			$0.00
B12	(Law Firm Subrecipients Only)	0	Coop Associations receiving legal services					
B12		0	Condo Associations receiving legal services					
B12		0	Number of Pro Bono Legal Services Recruited and Retained					
B12		0	Number of Trainings for Law Firms (Trainings)					
B12		0	Number of Attendees at trainings for Law Firms (Attendees)					
B12		0	Number of new partnerships initiated					
B12		0	Total Number of Trainings to and work with Pro Bono Provided					
B12		0	Number of outreach presentations conducted					
B12		0	Number of outreach activities conducted					
B12		0	Number of Senior Households that received Legal Counsel or Consultation					
B12		0	Number of Senior households that received Legal Representation					
B12		0	# of clients helped with Schedule H					
B12		0	# of clients helped with life planning docs					
B12		0	# pro bono attorneys engaged in housing-related matters					
B12		0	# veterans receiving legal counsel/advice					
B13	Technical Assistance for Co-Ops and Condo Associations	0	Number of Co-Op Associations receiving Technical Assistance					
B13	Coops	0	Number of Action Plans written for Co-Op Associations					

B13	Coops	0	Number of Successful Outcomes for Co-Op Associations	Public Service or NRSA	$0.00			$0.00
B13	Coops	0	Number of Asset Management Improvement Services Provided for Co-Op					
B13	Coops	0	Number of Asset Management Tactical Support Services Provided to Co-Op					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Legal Assistant Services provided to Distressed Co-Op Associations					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Organization Sustainability Tactical Support Services Provided to Co-Ops					
B13	Coops	0	Number of Ownership Educations Sessions provided to different ownership models including shared equity					
B13	Coops	0	Number of Relocation Plans completed and accepted for Co-Ops					
B13	Coops	0	Numbers of Trainings on Board Operations Governance & Management to Co-ops					
B13	Coops	0	Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management					
B13	Coops	0	Number of written Asset Management & Sustainability Plans for Co-Ops					
B13	Condos	0	Number of Condo Associations receiving Technical Assistance					
B13	Condos	0	Number of Action Plans written for Condo Associations					
B13	Condos	0	Number of Successful Outcomes for Condo Associations					
B13	Condos	0	Number of Asset Management Improvement Services Provided for Condo					
B13	Condos	0	Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo					
B13	Condos	0	Number of Asset Management Tactical Support Services Provided to Condo					
B13	Condos	0	Number of Legal Assistant Services provided to Distressed Condo Associations					
B13	Condos	0	Number of Consultative Services Provided to Condo Associations and Clients					
B13	Condos	0	Number of Organization Sustainability Tactical Support Services Provided to Condo Associations					
B13	Condos	0	Number of Relocation Plans completed and accepted for Condo Associations					
B13	Condos	0	Numbers of Trainings on Board Operations Governance & Management to condo associations					
B13	Condos	0	Number of written Asset Management & Sustainability Plans for Condo Associations					
B13	Coops and Condos	0	Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed					
B13	Coops and Condos	0	Number of Associations (Coops and Condos) referred to private/ nonprofit Law Firm					
B13	Coops and Condos	0	Number of Trainings on Development including Relocation and Construction Management					
B14	Technical Assistance for Small Apartment Owners (25 units and less)	0	Number of Inquiries Received	Public Service or NRSA				$0.00
B14		0	Number of Owners/Managers receiving Services					
B14		0	Number of Action Plans Written					
B14		0	Number of Action Plans Implemented/Completed					
B14		0	Number of Owners/Managers needing Asset Management Guidance					
B8	General Home Management (Post Purchase Non-Delinquent)	0	Number of Homeownership Preservation Workshops	Public Service or NRSA	$10,000.00		$20,000.00	$30,000.00
B8		0	Number of Attendees at Homeownership Preservation Workshops					
B8		3	Number of Post-Purchase Workshops (not including Homeownership Preservation)					
B8		33	Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)					
B8		33	Number of 1:1 Post-Purchase Counseling Sessions					
B8		33	Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions					
B9	Foreclosure Counseling	3	Number of Foreclosure Workshops	Public Service or NRSA	$10,000.00		$20,000.00	$30,000.00
B9		13	Number of Attendees at Foreclsoure Workshops					
B9		33	Number of 1:1 Foreclosure Counseling Sessions					
B9		7	Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions					
B9		0	Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)					
B9		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)					
B9		0	Number referred to Attorney(s) for Legal Services					
B9		0	Number of Foreclosures Prevented					
C15	TOPA Pre-Purchase Counseling & Training	132	Number of TOPA Meetings with Tenant Association	Public Service or NRSA	$50,000.00		$60,000.00	$110,000.00
C15		1323	Number of Attendees at TOPA Meetings					
C15		8	Number of TOPA Training Workshops to Tenants					
C15		67	Number of Attendees at TOPA Training Workshops					
C16	TOPA Post-Purchase Counseling & Training	5	Number of TOPA Post Purchase Training Workshops	Public Service or NRSA	$10,000.00		$10,000.00	$20,000.00
C16		43	Number of Attendees at TOPA Post Purchase Workshops					
C16		0	Number of unduplicated households					
C16		600	Number of one on one counseling sessions					
C16		0	Number of group training/coaching					
C17	Tenant Counseling for HRA - Rental Accomodation Division	0	Number of unduplicated households	Public Service or NRSA	$10,000.00		$5,000.00	$15,000.00
C17		0	Number of one on one counseling sessions					
C17		43	Number of group training/coaching					
C17		43	Number of Attendees at group training/coaching					
Marketing	MARKETING AND OUTREACH	7	Housing Fairs	Public Service or NRSA	$18,542.00		$25,000.00	$43,542.00
Marketing		11	Other Tabling Events					
Marketing		6667	Flyers Distributed					
Marketing		47	Social Media Posts (Facebook, LinkedIn, Instagram)					
Marketing		0	Mailings					

Marketing		0	Paid Advertizing (display ads in print)					
Marketing		0	Other					
Marketing		0	Other					
	TOTALS	12104			$233,542.00	$67,000.00	$232,791.00	$533,333.00

LEFTOVER MONEY	$0.00	$0.00	$0.00
TOTAL AVAILABLE TO LEDC	$233,542.00	$67,000.00	$232,791.00

Exhibit B Budget

- Schedules A (3-1) and A (3-2) for the First Performance Period

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

Rev. 12/09/2024

ORGANIZATION NAME:	Latino Economic Development Corporation
PERIOD OF PERFORMANCE:	2/1/2025-9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	
WARD (if applicable):	
TYPE OF ACTIVITY:	

Instructions: *Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$426,507.71	$0.00	$426,507.71
Credit Report	$0.00	$0.00	$0.00
Space	$0.00	$0.00	$0.00
Insurance	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Training	$0.00	$0.00	$0.00
IT Services & Support	$0.00	$0.00	$0.00
Contractors & Consultants	$11,009.10	$0.00	$11,009.10
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$437,516.81	$0.00	$437,516.81
Total Indirect Costs (De Minimis Cost Rate 15%)	$95,816.18		$0.00
Total Costs	$533,333.00	$0.00	$437,516.81

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 12/09/2024

ORGANIZATION NAME:	Latino Economic Development Corporation
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 to 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Number of Hours	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
Personnel Subtotals						$355,423.10

Fringe Benefits (Max 20%)	$71,084.62
Total NBAP Grant Personnel Costs	$426,507.71

Exhibit C Required Reporting

- Monthly Performance Report
- Monthly Report of Group Trainings
- Monthly Report on Outreach and Marketing Activities
- Monthly Reporting of Special Activities
- Monthly Reporting of changes in personnel relative to grant work and payroll
- Quarterly Beneficiary Data
- Quarterly Language Access Report
- Quarterly Data Report

DC Department of Housing and Community Development

Deadline 00/00/0000

FY25 RFA: Housing Services

SHOW PROGRAM OVERVIEW | SHOW PROGRAM REQUIREMENTS | SHOW RFA SECTION 3.2 - HOUSING SERVICES: DESCRIPTION OF HOUSING PROGRAMS AND SERVICES | SHOW LIBRARY | HIDE ZOOMGRANTS HELP | SHOW ANNOUNCEMENTS 1

ZoomGrants Help [hide this]

Creating a New Application to Submit
The 'Saving' screen is still flashing…now what?
Missed Deadline FAQs
Invite Collaborators to Work on Application

Applicant View

Application Status: Not Submitted

Basic Information | Part I and II-Application Narrative Questions | Budget | Organizational and Financial Capacity | Required Attachments | Activity Log

Report: **OVERDUE** | Report Totals

Ask a Report Question

(answers are saved automatically when you move to another field)

Instructions Show/Hide

As in the past, Performance Reporting is divided into three sections:

- **Workplan Metrics** (numbers only),
- **Accomplishment Narrative** (Text Boxes), and
- **Various uploads** (spreadsheets usually).

This data is extremely important. Reports can affect performance goals and funding. Your reports are used to report to the City Administrator, the Mayor (including DMPED) and to the District Council and its Committee on Housing. Where uploads are required, **use excel files or Word files.** This will allow your information to be uploaded into the database and reported to District leaders.

For **Workplan Metrics,** use only numbers or leave it blank. **Letters such as N/A are to be avoided.** This will make your report impossible to be uploaded in the DHCD database and will require your corrections. Only numbers zero (0) and above can be used. If a metric is left blank, it will be treated as a zero.

In the **Accomplishment Narrative**, text boxes are provided to provide statements of activities or the information requested. In the first Report, please answer Question 22 (Points of Contact) with all points of contact for the areas mentioned. Thereafter in subsequent months, if there are no changes, it is okay to say, "No Changes". The same is true for Question 21 (staffing). Please answer Question 23 (Success Stories), Question 24 (Good News), Question 25 (Other DC agencies and initiatives). Question 26 is important. Remember the RFA asked applicants to align outreach to the Focus Areas mentioned on pages 33 and 34 of the RFA. Mentioning specific Focus Areas in the narrative for Q26 is helpful.

The **Document Upload** section is where excel spreadsheets (usually, sometimes Word Documents) are uploaded. **PDFs cannot be uploaded into database.** [The District of Columbia is fortunate to have many DC Based Programs such as HPAP, IZ/ADU, PADD, SFRRP, TOPA, HRA/RAD related activities, as well as direct services to tenants and tenant groups, and services to Condo/Coop Associations. DHCD staff need monthly reporting in order to better do their work and respond to the needs of DC citizens. These reports are shared directly with the appropriate program manager.]

There three areas of your activities will be reported on a monthly basis to help us meet our HUD and DC Government requirements and the needs of DC residents.

Reporting for Fiscal Year 2025 will begin with Report # 1. The end of Government's fiscal year (9/30/2025) will conclude with Report # 10 and the close-out of FY25 Purchase Orders. The complete schedule is below for the monthly report.

Other Reporting: Beneficiary Data and Language Access

Other reports are also required. These include **Beneficiary Report** and **Language Access Report.** These two reports are required on a quarterly basis. These reports will not be answered within ZoomGrants. The Office of Program Monitoring will provide the spreadsheets to use for these quarterly reports. Please see your Grant Agreement for additional information about the monthly and quarterly reports. Please note, the Beneficiary Report corresponds to the sources and uses of your Grant Agreement. A separate Beneficiary Report is needed for each type of funding awarded: Public Service (PS), Non-Public Service (NPS) and NRSA Wards 7 & 8 PS and NPS.

These quarterly reports will be due:

Oct/Nov/Dec 2/24/2025

Jan/Feb/March 4/10/2025

April/May/June 7/10/2025

July/August/Sept 10/10/2025

Please note we cannot extend these deadlines since they are HUD's deadlines and not in our control. Please submit your report on schedule.

Please remember HUD views reporting and reimbursement requests as inseparable and therefore to be coordinated at the same time. Please avoid not filing on the deadline.

Monthly Reporting on Performance and Accomplishments

Report Number Period Covers Due Date

Report Number	Period Covers	Due Date	Notes
Report 1	FY25 Q1 (Oct/Nov/Dec)	03/03/2025	
Report 2	January	03/03/2025	
Report 3	February	03/10/2025	
Report 4	March	04/10/2025	
Report 5	April	05/10/2025	
Report 6	May	06/10/2025	
Report 7	June	07/10/2025	
Report 8	July	08/10/2025	
Report 9	August	09/10/2025	
Report 10	September	10/10/2025	

In ZoomGrants reporting, there are data questions. Please enter only a whole number. If a particular question doesn't apply to your statement of work and workplan, please enter zero. The narrative questions also require a response. If there is nothing to report in the narrative, please enter a statement such as "No changes" or "Not applicable".

Report 1: 3/3/2025

This report is OVERDUE. Submit Report 1

Agency

This is a branching question. The system will remove questions that do not apply to you based on your answer to Question #1.

Please disregard the number sequencing.

1. Identify Your Agency Name

This is a branching question. Only the questions that apply to your agency will appear.

- ○ CARECEN-Central American Resource Center
- ○ Centro de Apoyo Familar

- ○ Greater Washington Urban League, Inc.
- ○ Housing Counseling Services
- ○ Latino Economic Development Corporation of Washington DC
- ○ Legal Counsel for the Elderly
- ○ Lydia's House in Southeast, Inc.
- ○ Manna, Inc.
- ○ Marshall Heights Community Development Organization, Inc.
- ○ Mi Casa
- ○ Neighborhood Legal Services Program of the District of Columbia
- ○ University Legal Services

Workplan Accomplishment Metrics

2. A1: HUD Housing Counseling

Ignore the auto-total number.

Number of First Time Homebuyers Purchasing Homes

Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)

Number of 1:1 Counseling Sessions (Budget & Credit)

Number of unduplicated households

Number of 1:1 Homebuyer Counseling Sessions

Number of unduplicated households

3. A2: 8-Hour Homebuyer Class

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of 8-hour Homebuyer Educations Classes

Number of Attendees of 8-hour Homebuyer Classes

Number of DHCD Certificates issued

4. A3: HPAP (EAHP/NEAHP)

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of HPAP Pre Purchase Orientations conducted

Number of Attendees at HPAP Orientations

Number of Files submitted to HPAP Administrators

Number of 1:1 HPAP Counseling Sessions

Number of unduplicated households

5. A4: IZ/ADU Orientations

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of IZ Orientations Conducted

Number of Attendees at IZ Orientations

Number of DHCD Certificates issued

6. A5: IZ/ADU Income Certifications

Ignore the auto-total number.

Number of IZ/ADU Income Cetifications completed

7. A6: PADD

Ignore the auto-total number.

Number of PADD group training/coaching

Number of Attendees at PADD group training

Number of 1:1 PADD sessions (if applicable)

Number of unduplicated households receiving 1:1 PADD sessions

Number of PADD Income Certifications

8. A7: General Housing Services & Information (Group Training)

Ignore the auto-total number.

Number of Financial Literacy Trainings (including but not limited to credit & budgeting)

Number of Attendees at Financial Literacy Trainings

Number of Homebuyer Clubs Meetings

Total of Attendees at Homebuer Club Meetings

Number of group trainings or workshops not reported in other categories

Number of Attendes at group trainings or workshops not reported in other categories

9. B8: General Home Management (Post Purchase Non-Delinquent)

Ignore the auto-total number.

Number of Homeownership Preservation Workshops

Number of Attendees at Homeownership Preservation Workshops

Number of Post-Purchase Workshops (not including Homeownership Preservation)

Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)

Number of 1:1 Post-Purchase Counseling Sessions

Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions

10. B9: Foreclosure Counseling

Ignore the auto-total number.

Number of Foreclosure Workshops

Number of Attendees at Foreclsoure Workshops

Number of 1:1 Foreclosure Counseling Sessions

Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number of Foreclsoures Prevented

11. B10: Eviction Counseling

Ignore the auto-total number.

Number of Eviction workshops

Number of Attendees at Eviction workshops

1:1 Eviction Counseling

Unduplciated households 1:1 Eviction Counseling

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number Evictions Prevented

12. B11: SFRR

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of SFRRP Orientations conducted (required)

Number of 1:1 Intake sessions

Number of unduplicated households

Number of complete applications submitted in SFRRP Portal

13. B12: Legal Services for Seniors, Coops and Condos

Ignore the auto-total number.

Senior households receiving legal services

Coop Associations receiving legal services

Condo Associations receiving legal services

Number of Training for Law Firms

Number of Attendees at law firm training

Number of outreach activities

Number of new partnerships initiated

Number of clients helped with Schedule H

Number of clients helped with life planning docs

Number pro bono attorneys engaged in housing-related matters

Number veterans receiving legal counsel/advice

14. B13: Technical Assistance for Coop

Ignore the auto-total number.

Number of Co-Op Associations receiving Technical Assistance

Number of Action Plans written for Co-Op Associations

Number of Successful Outcomes for Co-Op Associations

Number of Asset Management Improvement Services Provided for Co-Op

Number of Asset Management Tactical Support Services Provided to Co-Op

Number of Consultative Services Provided to Co-Op Associations and Clients

Number of Legal Assistant Services provided to Distressed Co-Op Associations

Number of Organization Sustainability Tactical Support Services Provided to Co-Ops

Number of Ownership Educations Sessions provided to different ownership models including shared equity

Number of Relocation Plans completed and accepted for Co-Ops

Numbers of Trainings on Board Operations Governance & Management to Co-ops

Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management

Number of written Asset Management & Sustainability Plans for Co-Ops

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Co-Op Associations

Number of Associations (Coops) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Co-Op Associations

15. B13: Technical Assistance for Condo Associations

Ignore the auto-total number.

Number of Condo Associations receiving Technical Assistance

Number of Action Plans written for Condo Associations

Number of Successful Outcomes for Condo Associations

Number of Asset Management Improvement Services Provided for Condo

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo

Number of Asset Management Tactical Support Services Provided to Condo

Number of Legal Assistant Services provided to Distressed Condo Associations

Number of Consultative Services Provided to Condo Associations and Clients

Number of Organization Sustainability Tactical Support Services Provided to Condo Associations

Number of Relocation Plans completed and accepted for Condo Associations

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

19. C17: Tenant Counseling for HRA - Rental Accommodation Division

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

Number of Attendees at group training/coaching

20. Marketing & Outreach

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Housing Fairs

Other Tabling Events

Flyers Distributed

Social Media Posts (Facebook, LinkedIn, Instagram)

Mailings

Paid Advertising (display ads in print)

Other

Accomplishment Narrative

21. Staffing Information: Any changes (terminations or new hires) in staff members who are on the grant? Or in the Executive Leadership or Management Team? Number of HUD Certified Counselors (expressed as FTEs) on staff at the

end of this reporting period?

Maximum characters: 1000. You have 1000 characters left.

22. Who are the current Points of Contact and email for the following: 1) Executive Leader (NOTE: Executive leader is copied on all communication): 2) Grant/Fund Development: 3) Grant/Accounting: 4) Program Managers/Directors/Supervisors:

Maximum characters: 1000. You have 1000 characters left.

23. Please provide us with client success story/stories for this quarter by program. You may provide a link to an article that has been written for other purposes (newsletter, website, or newspaper article).
Redact (use a pseudonym) for any client name or other personal identifying information if you have not received a release.

Maximum characters: 3000. You have 3000 characters left.

24. Any good news to share? Any events and activities coming up? (e.g. obtained other grant funds to leverage DHCD grant, Open Houses, Presentations, Community Events, etc.)
Upload a calendar of upcoming program events (in-person or webinars).

Maximum characters: 3000. You have 3000 characters left.

25. Describe your organization's involvement in other projects or initiatives with other District agencies.

Maximum characters: 3000. You have 3000 characters left.

26. Describe your marketing and outreach during this period. What groups or areas did you market to, numbers, and in what way did you contact them (mail, event, email, personal, media, etc.)?

Maximum characters: 3000. You have 3000 characters left.

27. Describe any specific obstacles (if any) to your organization's program or service delivery during this period?

Maximum characters: 3000. You have 3000 characters left.

Documents Requested *	Required?	Uploaded Documents *	
ALL: Procurement Report, as applicable Download template: Procurement Report			Upload
ALL: Language Access for Outreach and Group Sessions Download template: Language Access for Outreach and Group Sessions	Required		Upload
ALL: Calendar of Next Quarter (3 months) of Orientations, Trainings, Workshops & 8-Hour Classes	Required		Upload
A-2 HBE 8-Hour Class Attendance Certificates Download template: A-2 HBE 8-Hour Class Attendance Certificates			Upload
A-3 Homebuyer Assistance Program Intake Download template: A-3 Homebuyer Assistance Program Intake			Upload
A-4 IZ Orientation Attendance Certificates Download template: A-4 IZ Orientation Attendance Certificates			Upload
B-11 SFRRP Intake Download template: B-11 SFRRP Intake			Upload
C-15 and C-16 TOPA Reporting Download template: C-15 and C-16 TOPA Reporting			Upload
C-17 Training for Tenants and Tenant Organizations Download template: C-17 Training for Tenants and Tenant Organizations			Upload

* *ZoomGrants™ is not responsible for the content of uploaded documents.*

CDBG PUBLIC SERVICE* HOUSING COUNSELING (HC) PROGRAM

HEAD OF HOUSEHOLD DEMOGRAPHICS

IDIS Number	
Community Based Organization (CBO)	
National Objective/Matrix Code	
Project Analyst	
Proposed HOUSEHOLDS TO Serve	
Total HOUSEHOLDS Served	
Difference Used for CAPER Analysis	

Tip #1	Avoid Duplicative Reporting
Tip #2	Complete each cell; even if N/A (Not Applicable)
Tip #3	Do not complete Greyed-Out Cells
Tip #4	Based on HEAD of HOUSEHOLD
Tip # 5	Submit Quarterly
Tip #6	Public Service - HC that cannot show proof a home was purchased.
Tip # 7	OPM - Kelly Ann Morrow, DHCD Grant Management Officer, kelly-ann.morrow@dc.gov

HEAD OF HOUSEHOLD CHARACTERISTICS

Race/Ethnicity/Household Composition	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
White	0	0		0	0																					0	0	0
Black/African American	0	0		0	0																					0	0	0
Asian	0	0		0	0																					0	0	0
Native American/Alaskan Native				0	0																					0	0	0
Native Hawaiian/Other Pacific Islander				0	0																					0	0	0
Native American/Alaskan Native & White				0	0																					0	0	0
American Indian/Alaskan Native & White				0	0																					0	0	0
Asian & White				0	0																					0	0	0
Black/African American & White				0	0																					0	0	0
Native American/Alaskan Native & Black/African American				0	0																					0	0	0
Other Multi Racial				0	0																					0	0	0
Did Not Report				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Income Data (In accordance with HUD Part 5)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
Extremely Low 0-30 %	0			0	0																					0	0	0
Low 31%-50%	0			0	0																					0	0	0
Moderate 51%-80%	0			0	0																					0	0	0
Non-Low/Moderate 81% - 110%				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Additional Data (Does not apply to Single Family Residential Rehabilitation Program)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
With New or Continuing Access to Service or Benefit	0			0	0																					0	0	0
With Improved Access to Service or Benefit				0	0																					0	0	0
Received a Service or Benefit that is No Longer Substandard				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Language Access

The recent Executive Order of the President makes English the Official Language of the United States.

Grantees may translate forms, document, trainings into other languages as they deem appropriate for the benefit of clients.

Grantees may also make provision for clients to have access who are English Proficient/Non-English Proficient (LEP/NEP).

The Language Access line remains available to Grantees. OPM can provide the phone number.

Grantees are encouraged to report on a quarterly basis concerning language accommodation for clients.

Tracking includes:

- Language
- Use of interpreter, bi-lingual staff person or language access telephonic line
- Used on the group basis or individual and the number of each

Exhibit D Method to determine Client Eligibility for Services

Method to determine Client Eligibility for Services:
By Household

DHCD will provide the spreadsheet to use for this Quarterly Report

If a grantee has two or three sources/uses of grant funds, a separate report is needed for each.

Sources/Uses includes

1. Public Services (PS),
2. Non-Public Services (NPS) and
3. NRSA Wards 7 & 8 PS & NPS.

For each the Household report includes:

Section 1

Grantees will provide the following information concerning race/ethnicity which shall be recorded by

- Ward,
- Head of Household,
- Tenant/Owner

White
Black/African American
Asian
Native American/Alaskan Native
Native Hawaiian/Other Pacific Islander
Native American/Alaskan Native & White
American Indian/Alaskan Native & White
Asian & White
Black/African American & White
Native American/Alaskan Native & Black/African American
Other Multi Racial
Did Not Report
TOTAL

Section 2

Also, each household shall be counted by income category using the CDBG income categories and dollar amounts. (See chart in this exhibit.)

Section 3

Lastly, each household shall be counted by CDNG service category.

With New or Continuing Access to Service or Benefit
With Improved Access to Service or Benefit
Received a Service or Benefit that is No Longer Substandard

The Number of Households in each of the above calculations be the same. That is, if 100 households are reported in Section 1, there must be 100 in reported also in Sections 2 and 3.

This procedures is repeated for:

- Non-Public Service Activities
- NRSA Wards 7 & 8 Public Service and Non-Public Service

INCOME LIMITS WITH UNCAPPED LIMITS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
U.S. Department of Housing and Urban Development (HUD) FY 2023
Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	**84,400**	**96,450**	**108,500**	**120,550**	**130,200**	**139,850**	**149,500**	**159,150**

	Median Income	**Family Four Low Income Limit**
DC	**$152,100**	**$95,300**

This grant will consider eligibility based on Household Beneficiary Data

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit E Budget Modification Form

BUDGET MODIFICATIONS

To request a Budget Modification, please reach out to your Point of Contact with Community Services to request the excel file.

The excel file should be returned to Community with the details (below) about your request. You may also send a PDF of the excel file in addition to the excel file itself. The excel is needed to upload to the database.

There should be a cover letter from the Executive Director requesting the modification as outlined in excel file attached. Only the Executive Director as a signatory to the Grant Agreement can request a Budget Modification.

The Excel file will guide you through the process.

The Excel template asks you for each line item in the A 3-2 (Personnel) to indicate the current budget and the requested budget modification for:

- Hourly rate
- Number of Hours to be charged to the Grant (total for the year)

Similarly for the A 3-1 the template asks the current Budget Amount for each line item and the requested modification amount for each line item in the A 3-1.

Each line item in the A 3-1 and A 3-2 must be included in the Modification.

The deadline to request a Budget Modification is June 1st of each year.

The Community Services team is available to provide technical assistance.

Cost Category	Current Budget	Increase (Decrease)	Requested Modificastion Amount
Personnel (Salary & Fringe)	$0.00	$0.00	$0.00
Credit Report	$0.00	$0.00	$0.00
Space	$0.00	$0.00	$0.00
Insurance	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Training	$0.00	$0.00	$0.00
IT Services & Support	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$0.00	$0.00	$0.00
Total Indirect Costs (De Minimis Cost Rate 15%)	$0.00		$0.00
Total Costs	$0.00	$0.00	$0.00

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit F Drug Free Workplace Certification

Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants also should review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact.

1. Lobbying

As required by Section 1352, Title 31 of the U.S. Code and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) no Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) if any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - III, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) the undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. Debarment, Suspension, and Other Responsibility Matters (Direct Recipient)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510–

A. The applicant certifies that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public Federal, State, or local transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification); and

(d) have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F. for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620–

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) establishing an on-going drug-free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace,

(2) the applicant's policy of maintaining a drug-free workplace,

(3) any available drug counseling, rehabilitation, and employee assistance programs, and

(4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) abide by the terms of the statement; and

(2) notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020. Notice shall include the identification number(s) of each effected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and incising termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (1), (c), (d), (e), and (f).

B. The applicant may insert in the space provided below the sites) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, ZIP code)

4. Drug-Free Workplace (Grantees Who Are Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, subpart F, for grantees as defined at 28 CFR Part 67; Sections 67 615 and 67.620–

1. as a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

2. if convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Housing and Community Development
1800 Martin Luther King Jr., Avenue SE
Washington, DC 20020.

As the duly authorized representative of the applications,
I hereby certify that the applicant will comply with the above certifications.

Grantee Name and Address Latino Economic Development Center, 1401 Columbia Rd NW, Unit C-1, Washington DC, 20009

Latino Economic Development Center Housing Services

1. Application Number and/or Project Name

52-1749216

2. Grantee IRS/Vendor Number

Emi Reyes, Executive Director

3. Typed Name and Title of Authorized Representative

Emi Reyes (Oct 3, 2024 17:04 EDT)

4. Signature

10/02/24

5. Date

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit G Service Area Eligibility

This grantee provides services to residents of all DC Wards and will focus on the neighborhoods in these corridors where DHCD has invested resources for housing development.

- 16th St NW Corridor near the intersection with Havard St NW (Columbia Heights) in Ward 1
- Georgia Ave and New Hampshire Ave NW Corridor (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- Rhode Island Ave and South Dakota Ave NE Corridor (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 5
- M and South Capitol Streets SW Corridor (Greenleaf/Waterfront) in Ward 6
- Benning Road and Florida Ave NE Corridor (NoMa/Ivy City/Trinidad) Ward 6
- Minnesota Ave and Benning Rd NE Corridor (Benning, Greenway) in Ward 7
- Pennsylvania Ave and Minnesota Aves SE Corridor (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- East Capitol and Benning Rd Corridor (Capital View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- Marion Barry Ave and Martin Luther King Aves SE Corridor (Historic Anacostia, Fairlawn Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- Marion Berry Ave and Alabama Aves Corridor (Skyland, Woodland, Garfield Heights) in Ward 8
- Martin Luther King Ave and Alabama Ave Corridor (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- South Capital St and Chesapeake Aves SE Corridor (Bellevue, Washington Highlands) in Ward 8

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit H Insurance Requirements

DHCD-BILL WINSTON-GRANT FOR VARIOUS COMMUNITY-BASED ORGANIZATIONS HOUSING COUNSELING AND SERVICES AF07082024

INSURANCE

A. GENERAL REQUIREMENTS. The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this grant, the types of insurance specified below. The Grantee shall submit a Certificate of Insurance to the Grant Administrator (GA) giving evidence of the required coverage prior to commencing performance under this grant. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the GA.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Grantee and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this grant, with the understanding that any affirmative obligation imposed upon the insured Grantee or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its subcontractors, and not the additional insured. The additional insured status under the Grantee's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the GA in writing. All of the Grantee's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Grantee or its subcontractors, or anyone for whom the Grantee or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the GA with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the GA in writing), covering liability for all ongoing and completed operations of the Grantee and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an

Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or it's equivalent) to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the GA in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee in connection with work under this agreement, with a minimum combined single limit of $1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Grantee shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Defense costs shall be in addition to and not erode the limits of liability
e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or it's equivalent)

3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

   Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   The Workers Compensation and Employers Liability shall be further endorsed to:
   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the GA of commercial umbrella or excess liability insurance with minimum limits of $5,000,000 per occurrence and $5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS
Any and all subcontractors engaged by Grantee for work under this agreement shall be required to have the same insured required of Grantee. Should the Grantee wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Grantee shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Grantee. In either instance, the Grantee must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

E. DURATION. The Grantee shall carry all required insurance until all grant work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this grant and two years for non-construction related grants.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the Grantee's liability under this grant.

G. CONTRACTOR'S PROPERTY. Grantee and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.

H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the grant price.

I. NOTIFICATION. The Grantee shall ensure that all policies provide that the GA shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Grantee no long complying with the above requirements. The Grantee shall provide the GA with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the GA with an updated Certificate of Insurance should its insurance coverages renew during the grant. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Grantee at least 30 days' notice of the change. Grantee must comply, at your expense, and deliver to the GA evidence of compliance before the change becomes effective.

J. CERTIFICATES OF INSURANCE. The Grantee must send to GA, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Grantee must also provide us with evidence of renewal before the expiration date of each insurance policy. Grantee is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . Certificates of insurance must reference the corresponding grant number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:
William Winston, Grant Administrator (DHCD)
1909 Martin Luther King Jr Av SE, Washington DC 20020
771-208-9628
Bill.winston@dc.gov

The GA may request and the Grantee shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Grantee expires prior to completion of the grant, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the GA prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the GA on an annual basis as the coverage is renewed (or replaced).

K. DISCLOSURE OF INFORMATION. The Grantee agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Grantee, its agents, employees, servants or subcontractors in the performance of this grant.

L. CARRIER RATINGS. All Grantee's and its subcontractors' insurance required in connection with this grant shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.

M. WARRANTIES. When applicable, the Grantee should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). GA should collect, review for accuracy, and maintain all warranties for goods and services.

Exhibit I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Mayor's Order 2023-131

GOVERNMENT OF THE DISTRICT OF COLUMBIA
ADMINISTRATIVE ISSUANCE SYSTEM

Mayor's Order 2023-131
October 31, 2023
SUBJECT: Updated District Government Sexual Harassment Policy, Guidance, and Procedures

ORIGINATING AGENCY: Office of the Mayor

By virtue of the authority vested in me as Mayor of the District of Columbia by sections 422(2), (3), and (11) of the District of Columbia Home Rule Act of 1973, 87 Stat. 790; Pub. L No. 93-198, D.C. Official Code §§ 1-204.22(2), (3), and (11), it is hereby **ORDERED** that:

I. PURPOSES AND BACKGROUND

This Order incorporates provisions of, updates, and supersedes Mayor's Order 2017-313, dated December 18, 2017, regarding sexual harassment in District of Columbia ("District") Government workplaces.

In addition to providing procedural updates to the District's sexual harassment policy, this Order establishes and directs the Sexual Harassment Task Force to further examine the District's sexual harassment policies and provide recommendations to further the goal of a harassment-free workplace; establishes obligations of District Government employees; adds Mayor's direct reports to those required to be referred for outside investigation of sexual harassment; and bans all sexual and romantic relationships between supervisors and the employees in their chain of command.

This Order reaffirms that the District Government does not tolerate any form of inappropriate workplace conduct including sexual harassment, nor does it tolerate sexual harassment in non-employment interactions between District Government employees and the public. Sexual harassment is recognized as one of the most unjust, demeaning, and demoralizing examples of workplace misconduct.

This Order also requires that employees be trained on sexual harassment every year and provides additional specificity as to the qualifications and role of Sexual Harassment Officers.

Further, this Order directs agency compliance with the Sexual Harassment Data Collection and Reporting Act of 2022, D.C. Law 24-171, D.C. Official Code § 1-546.01, and clarifies, consistent with the Human Rights Enhancement Amendment Act of 2022, D.C. Law 24-172, D.C. Official Code § 2-1402.11(c-2), the definition of sexual harassment.

II. INDIVIDUALS AND ENTITIES COVERED

A. Prohibitions and Protections

1. This Order is intended broadly to prohibit sexual harassment in all interactions with District Government employees and officials and persons acting on behalf of the District Government, and to facilitate speedy investigation and non-monetary remedial action including warnings to stop offensive behavior, additional training, reassignments, and personnel and contract actions.

2. The District of Columbia prohibits workplace sexual harassment by all District Government employees and officials. The prohibition applies to harassment of other employees and officials and to harassment of third parties

and members of the public interacting with the District Government, such as vendors, contractors, grantees, customers, clients, and other persons visiting or working at District Government worksites or service sites inside and outside District Government agencies.

3. Likewise, contractors and grantees carrying out work on behalf of the District Government shall not sexually harass colleagues who carry out work on behalf of the District Government; District Government employees; or customers, clients, or beneficiaries of the services the contractors and grantees provide on behalf of the District Government; and those clients, customers, beneficiaries, employees, and colleagues may file complaints that trigger sexual harassment investigations and possibly remedies. Remedies may include requiring the contractor or grantee to use alternate personnel to provide services, and other remedies available under the contract or grant agreements up to and including contract or grant termination or non-renewal of the grant or contract.

4. In addition, sexual harassment by District Government clients, customers, or visitors against District Government employees, contractors, or grantees, or other clients, customers, or visitors, at District Government worksites or service sites, is prohibited and complaints made against District Government employees who sexually harass contractors, grantees, agency clients, customers or visitors, upon investigation, may result in discipline of the employee and accommodations of the contractor, grantee, customer or visitor, such as having another government official assigned to the matter.

5. In the course of their duties as members of District of Columbia boards and commissions, board and commission members are bound by the prohibitions, procedures, and deadlines set forth in this Order.

6. Not every procedure set forth in this Order applies to persons not working for the District Government.

B. Scope

1. Laws prohibiting sexual harassment apply throughout the District Government. The agencies listed below should either use the training, procedures, information, and processes provided in this Order, or their own, similar ones. To the extent District law requires centralized reporting, the reporting requirements in this Order apply to all agencies.

2. Those agencies include the Office of the Attorney General, the Office of the Chief Financial Officer, the Board of Elections, the Zoning Commission, the Public Service Commission, the Commission on Arts and Humanities, the Washington Convention and Sports Authority (Events DC), the Board of Education, the University of the District of Columbia, the DC Public Library, the DC State Athletics Commission, the Public Charter School Board and public charter schools, the Office of the People's Counsel, the District of Columbia Water and Sewer Authority (DC Water), the Green Finance Authority, the Health Benefit Exchange Authority, the Not-for-Profit Hospital Corporation, the Contract Appeals Board, the DC Retirement Board, the Office of Employee Appeals, the DC National Guard, the Criminal Justice Coordinating Council, the Office of Police Complaints, the Corrections Information Council, and the Uniform Law Commission.

3. This Order does not apply to the Council of the District of Columbia, Advisory Neighborhood Commissions, or the DC Courts, and agencies and offices subordinate to them.

III. SEXUAL HARASSMENT

A. Through the Human Rights Enhancement Amendment Act of 2022, D.C. Law 24-172, effective September 21, 2022; D.C. Official Code § 2-1402.11(c-2), the Council has, in the employment context, expanded the definition of "harassment" and "sexual harassment" under the D.C. Human Rights Act to provide that sexual harassment includes conduct of a sexual nature, "whether direct or indirect, verbal or nonverbal, that unreasonably alters an individual's terms, conditions, or privileges of employment or has the purpose or effect of creating an intimidating, hostile, or offensive work environment."

B. In addition, sexual harassment includes "sexual advances, requests for sexual favors, or other conduct of a sexual nature where submission to the conduct is made either explicitly or implicitly a term or condition of employment or where submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual's employment." This is sometimes referred to as quid pro quo sexual harassment.

C. In determining whether sexual harassment has taken place, the D.C. Human Rights Act states that "conduct need not be severe or pervasive to constitute harassment" and that "no specific number of incidents or specific level of egregiousness is required."

D. Examples of conduct that can contribute to or constitute sexual harassment or an intimidating, hostile, or offensive work environment include:

1. Sex acts;

2. Display of sexual organs;

3. Using sexually oriented or sexually degrading language describing an individual or their body, clothing, hair, accessories, or sexual experiences;

4. Sexually offensive comments or off-color language, jokes, or innuendo that a reasonable person would consider to be of a sexual nature, or belittling or demeaning to an individual or a group's sex, sexual orientation, or gender identity;

5. "Sexting" or seeking or sending pictures of intimate body parts;

6. Taking or displaying pictures of body parts meant to be covered up (such as "upskirting" pictures);

7. Displaying or disseminating sexually suggestive objects, books, screensavers, magazines, photographs, music, cartoons, or computer internet sites or references;

8. Unnecessary and inappropriate touching or physical contact, such as intentional and repeated brushing against a colleague's body, touching or brushing a colleague's hair or clothing, massages, groping, patting, pinching, or hugging, that a reasonable person would consider to be of a sexual nature;

9. Leering, ogling, or making sexually suggestive gestures or sounds, such as whistling or kissing noises;

10. Making inquiries about someone's private sex life or describing one's own sex life;

11. Workplace sexual comments, conduct, displays and suggestions between two willing parties in the presence of another that are inconsistent with professional workplace norms;

12. Any unwanted repeated contact, including, but not limited to in-person, or telephonic, for romantic or sexual purposes;

13. Giving a preference to someone who is engaged in a dating, romantic, or sexual relationship based on the relationship to the disadvantage of someone who is not engaged in a dating, romantic, or sexual relationship; and

14. Sexual assault, stalking, trapping someone such that they are not free to leave and a sexual encounter is expected or threatened, threats of bodily harm relating to sex or the refusal to have sex, or other crimes related to acts of sexual harassment.

E. Further, the District may treat some conduct of a sexual nature as misconduct, even when it does not rise to the level of unlawful sexual harassment actionable under the D.C. Human Rights Act. As an example, an employee who tends to greet people with a hug may have been warned that the conduct was offensive to some employees and then hugs an employee whom they have not seen in many months. The conduct may not rise to the level of "unreasonably altering the individual's terms, conditions, or privileges of employment," but it could constitute misconduct since they had been warned that some employees associate hugging with unwanted sexual contact that is offensive in the work environment.

IV. DATING, ROMANTIC, AND SEXUAL RELATIONSHIPS IN THE WORKPLACE

A. Prohibitions

1. Prohibitions on certain dating, romantic, or sexual relationships in the workplace exist to prevent real or perceived impropriety, favoritism, conflicts of interest due to power dynamics, control of an employee's assignments and performance reviews, as well as to advance fairness for all other employees, contractors, grantees, and clients. Even consensual dating, romantic, or sexual relationships can generate allegations of favoritism based on sexual relationships or sexual harassment by one of the parties or a third party. Relationships, or aspects of relationships, that may be perceived as consensual by one party may be considered coerced or harassing by the other party due to power dynamics, and relationships that start consensually may evolve into sexual harassment.

2. Subject to the conditions and implementation procedures discussed in this Order, it is now the policy of the District Government that a dating, romantic, or sexual relationship between a supervisor and any employee in the chain of command they supervise – whether supervision is direct or indirect, operational or situational – is prohibited. Note that chain of command in this definition may span agencies or divisions within an agency.

3. In addition, District Government employees shall not initiate a dating, romantic, or sexual relationship with trainees, recruits, or interns, regardless of the employee's assignment in relation to the trainee, recruit, or intern if the employee is in the same agency as the trainee, recruit, or intern.

4. Further, this Order prohibits dating, romantic, and sexual relationships when they are prohibited by applicable professional or ethical standards, such as lawyer-client, doctor-patient, or social worker-client.

5. District Government employees shall not participate personally and substantially in particular matters that affect or could affect the financial interests of someone with whom they are in a dating, romantic, or sexual relationship, whether that person is an employee, grantee, contractor, or client of the agency.

B. Designation of Person or Committee to Resolve Issues Surrounding Workplace Relationships; Existing Relationships

1, By November 17, 2023, District Government agency directors shall designate their own agency human resources agency/officers, another appropriate officer, or an office or committee to receive disclosures of relationships and resolve workplace issues arising from any prohibited dating, romantic, or sexual relationship on a case-by-case basis consistent with this Order; absent such a designation, disclosures shall be made to the Director.

2. By December 8, 2023, existing relationships that fall within the prohibitions of this Order must be disclosed to the designee identified in subsection IV.B.1. of this Order, in the manner specified by their agency or on a form to be created by DCHR, whereupon the situation will be evaluated and a resolution determined.

3. Resolution may involve giving the employees a defined but reasonable time to find a new position where the relationship is not implicated by this Order; shifting reporting structures to take the relationship out of a prohibited status; or establishment of recusal structures when the employees do not work in the same agency or division but they heretofore were in situational or operational chains of command.

4. To the extent adjustments are made in work sites or shifts, reporting structures, job duties or any other factor for one or both of the persons in the relationship, agencies shall endeavor to afford such options on a voluntary basis for all concerned, particularly if an employee not involved in a prohibited relationship is affected by any proposed accommodation of the relationship.

5. If no satisfactory resolution of the prohibited relationship can be reached, the persons in a dating, romantic, or sexual relationship may request a waiver of the provisions of this Order. Waiver requests shall be submitted to the Mayor and shall be accompanied by a recommendation from the agency or agency designee. Waiver requests may include any information relevant to the determination and shall be on a form to be created by the Department of Human Resources ("DCHR").

6. Agencies may make reasonable efforts to assist with a transfer or reassignment, without prejudicing either employee (or any other employee), but it is not the responsibility of the personnel authority or the agency to restructure their agency operations or find a new position for someone in the relationship. No agency is required to grant a request or application for a transfer.

7. Agencies may promulgate regulations or policies consistent with this Order to effect its implementation and to provide consistent treatment for employees facing this situation, though each relationship may pose unique issues. Agencies may also issue rules explaining in more detail for their agencies' employees and contractors how terms such as "dating," "chain of command" and "trainee" are to be interpreted considering their agency's operations. Agencies may prohibit dating, romantic, or sexual relationships with their own clients or clients of the agency or a subset of the agency, as the agency deems appropriate to prevent factual or perceived impropriety or favoritism. For instance, an agency with both social workers and non-licensed employees providing case work to agency clients could extend the ban on dating and sexual relationships with clients to their non-licensed employees, to hold them to the same professional standards as their licensed colleagues.

8. By December 12, 2023, agencies shall report the number of disclosed relationships to the Mayor's Office of Legal Counsel ("MOLC") and the contact information of the person handling requests for accommodation, for consideration by the Sexual Harassment Taskforce.

C. Disclosure of Relationships

1. In addition to the disclosures of existing relationships required by Section IV.B., if by promotion or agency reorganization or other circumstance, two employees in a dating, romantic, or sexual relationship would fall into a prohibited relationship status, their relationship must be disclosed as soon as the possibility of falling into prohibited status is realized by either person in the relationship.

2. If there is a reasonable likelihood that someone would raise a credible charge that there was or could be preferential treatment based on a dating, romantic, or sexual relationship that is not in a chain of command, then the employees involved in the dating, romantic, or sexual relationship must also report their relationship to the person or office designated pursuant to Section IV.B. Such reporting is necessary for consideration of whether additional safeguards are necessary and whether the prohibition on relationships based on situational supervision is implicated.

D. New Relationships

Generally, if two persons in a chain of command wish to begin a dating, romantic, or sexual relationship with each other, one party to the relationship should apply for a transfer or otherwise seek employment that eliminates the supervisory relationship before the relationship begins so that no prohibited relationship commences. For example, a supervisor may be transferred to another supervisory role so that they are not in the chain of command with the other person.

E. Conduct

1. District Government employees in a dating, romantic, or sexual relationship with another District Government employee, or client/customer of their agency, or grantee or contractor of their agency, shall conduct themselves in an appropriate manner while on duty and shall not engage in behavior that detracts from a professional work environment.

2. Any sexual activity at work sites or during an employee's working hours, regardless of location, is prohibited.

F. Violations

A violation of a provision of this Order regarding dating, romantic, or sexual relationships may not constitute sexual harassment as defined above, but an employee who engages in a prohibited relationship under Section IV.A. of this

Order or fails to disclose a relationship that is required to be disclosed shall be subject to appropriate personnel action, up to and including termination.

G. Legal Representation

If legal action is commenced against the District of Columbia and/or a supervisor who engaged in a dating, romantic, or sexual relationship with an employee, or a person engaged in a potentially-conflictual relationship, the existence of the sexual or romantic relationship will be a factor in the District of Columbia's decision to provide legal representation to the supervisor or the employee(s) engaged in a relationship.

V. PROCEDURES FOR STOPPING SEXUAL HARASSMENT; REPORTING AND INVESTIGATING SEXUAL HARASSMENT CLAIMS

A. Employee Obligations

1. District Government employees are bound by the principles set forth in the Code of Conduct at 6B DCMR §§ 1800.2–1800.4 and are expected to act at all times in a manner reflecting their roles as public servants. Depending on an employee's role in the District Government, the obligations regarding the prevention of sexual harassment may differ. "Employees" for the purpose of this Order include contractors engaged by the District Government performing work on behalf of the District similar to that as its employees, such as at District worksites.

2. All employees are obligated to:

a. Refrain from engaging in behavior that constitutes sexually harassing conduct;

b. Refrain from initiating or conducting a prohibited dating, romantic, or sexual relationship as described in Section IV.A. of this Order;

c. Disclose their own dating, romantic, or sexual relationships with other employees if required in Section IV.D. of this Order;

d. Affirm their agreement to comply with this Order;

e. Complete annual sexual harassment training;

f. Cooperate fully in any inquiry or investigation into an alleged violation of this Order; and

g. Refrain from any behavior that may call into question the impartial and harassment-free provision of services to constituents, agency clients or customers, contractors, or grantees.

3. Supervisors should take particular care to avoid conduct that could lead to allegations of sexual harassment, considering time, place, and situations of interactions with employees.

B. Employee Communication

1. To avail themselves of the procedures and protections of this Order, when a District Government employee finds conduct unwelcome, intimidating, or offensive, they may: (a) tell the person who is engaging in offensive or inappropriate sexual conduct to stop and that such conduct is unwelcome; or (b) ask the employee's supervisor, General Counsel, or Sexual Harassment Officer to advise the person that the conduct is offensive and unwelcome; or (c) proceed immediately to file a complaint of sexual harassment under this Order.

2. Employees and others engaged in intervention are encouraged to document all intervention efforts or requests to cease reported inappropriate sexual conduct, including conversations, texts, or email exchanges.

C. Reporting Allegations of Inappropriate Conduct of a Sexual Nature or Sexual Harassment

1. All District Government employees are encouraged to help ensure that District Government workplaces are free of sexual harassment. Employees who know of incidents of inappropriate conduct of a sexual nature, as well as behavior that may create an intimidating, hostile, or offensive work environment, or who are victims of inappropriate conduct of a sexual nature, should report the inappropriate conduct.

2. Employees may report to the Sexual Harassment Officer ("SHO") of their agency or any other agency, or the supervisor or manager of the employee engaging in inappropriate conduct, to their own supervisor, or to the agency General Counsel. Contractors, grantees, and customers of agencies may report allegations of inappropriate conduct of a sexual nature to the SHO of the relevant agency or any other agency, the relevant agency's General Counsel, the supervisor of the employee who engaged in the alleged inappropriate conduct, or their grant or contract administrator.

3. Allegations of sexual harassment against the Mayor, City Administrator, Mayor's Chief of Staff, Mayor's Senior Advisor, Director of the MOLC, any Deputy Mayor, or any official who directly reports to the Mayor, shall be referred to the Inspector General to determine if the allegation is credible, in which case it shall be referred for independent investigation. Such investigations shall be carried out by an entity outside the District Government and those reports shall be provided to MOLC (or the City Administrator if the allegation is against the Director of the MOLC) and the Inspector General.

D. Agency Responsibilities

1. Sexual Harassment Officers ("SHOs") and Investigations

a. Each Deputy Mayor's Office and each agency shall designate a primary SHO and an alternate SHO and shall update the designations, as needed, on an ongoing basis. Each agency shall provide the names of its SHOs to DCHR, and DCHR shall maintain a current District-wide list of agency SHOs. Further, pursuant to D.C. Official Code § 1-546.01(2), SHOs shall be registered with the Office of Human Rights ("OHR").

b. SHOs shall be trained and qualified to serve. To be qualified to serve as a SHO, individuals must have taken and continue to take annual training provided by DCHR and OHR. SHOs may but are not required to be an agency's Equal Employment Opportunity ("EEO") officer, or human resources manager; they must be competent in EEO laws and be designated by the agency to accept sexual harassment complaints and to review and investigate claims. SHOs need not be attorneys.

c. The primary and alternate SHOs for a smaller agency may be employees of another agency (i.e., the SHO of a larger agency may serve as the SHO for a smaller agency). An agency of any size may also obtain assistance from another agency's SHO in handling a particular investigation, including having another agency's SHO carry out an investigation, where there is a possibility of the appearance of a conflict of interest, or for administrative convenience. For the purposes of this Order, a smaller agency availing itself of this option will still be referred to as the "agency."

d. A person seeking to report a violation of this Order may file with any agency SHO, not solely the SHO at their agency or the agency at which the alleged sexual harassment occurred. Persons filing complaints, however, are not entitled to have the investigation conducted by the person of their choosing.

e. If a complaint is reported to someone other than the SHO, the person receiving the complaint must notify the agency SHO, unless giving notice would raise conflict of interest concerns, in which case the person must notify the agency General Counsel.

f. Unless the complaint is against the agency General Counsel, the SHO shall immediately notify the agency's General Counsel of the complaint, and the General Counsel shall thereafter notify the Mayor's Office of Legal Counsel ("MOLC"). The SHO may consult with the agency's General Counsel, or the General Counsel's designee, for legal guidance on conducting the investigation and shall notify the General Counsel of any issue that may require higher-level support. If the complaint is against the General Counsel, the SHO shall notify the MOLC directly.

g. SHOs should review DCHR's SHO training materials before initiating an investigation. DCHR has training materials on duties to inform the bargaining unit, the right to union representation during investigatory questioning, assessing credibility, unconscious bias, conducting interviews, gathering evidence, protecting confidentiality, preservation of evidence, when to stop an investigation and refer a matter for criminal investigation and more.

h. The primary function of a SHO is to accept complaints alleging violations of this Order and to gather, investigate and review the factual basis of the claim(s). SHOs may corroborate or refute factual allegations; SHOs may provide impressions and evidence regarding the credibility of witnesses. They weigh such evidence and may take into account their impressions of the credibility of witnesses. Ultimately, SHOs make and submit to the appropriate agency Director recommended determinations of whether the allegations are substantiated or are not substantiated. They are not to make legal conclusions about whether sexual harassment occurred.

i. Investigations of allegations of inappropriate conduct of a sexual nature shall be conducted, and the associated investigation report completed, as soon as practicable, within sixty (60) days after the filing of the report of the alleged sexual harassment, absent unusual circumstances.

j. The investigative report shall include a description of the allegations, a description of the SHO's investigation, a description of the evidence adduced by the SHO, and the SHO's recommended determination as to whether the allegations were substantiated. The SHO shall transmit the report to the Director or agency Director's designee and General Counsel of the agency where the alleged harasser is employed.

2. Interim Remedial Actions

a. Pending the completion of the SHO investigation and report, the issuance of the agency report, and the imposition of any disciplinary action, and to protect the rights of the alleged victim as well as the alleged harasser, the agency may take temporary personnel actions that do not result in any adverse employment action to either party.

b. When an agency becomes aware of an allegation of misconduct of a sexual nature, the agency shall notify the alleged harasser of the reported behavior and may demand that the alleged behavior cease immediately and not be repeated.

c. The agency shall take such other remedial steps as it deems appropriate to mitigate the possibility of the alleged harassing conduct continuing.

d. Interim remedial actions are administrative rather than disciplinary and may include, but are not limited to, transfers, reassignment of duty station, changed shifts, duties or reporting requirements, mandatory administrative leave with pay, or other appropriate measures that do not result in reduction of pay, demotion in title or responsibility, or other loss of employee benefits. In general, the agency should avoid moving the alleged victim or changing the alleged victim's shift, or taking similar action affecting the alleged victim, unless the alleged victim requests the action; if the agency takes such an action absent a request from the alleged victim, the agency should make clear to the alleged victim that the action is being taken in pursuit of an effective and prompt stop to any alleged harassment, and not in retaliation for reporting the alleged harassment.

e. Personnel authorities are encouraged to find alternative, reasonably comparable placement during the pendency of an investigation for the accuser or accused in lieu of administrative leave with pay, where possible and if consistent with any collective bargaining agreements.

3. Post-SHO Investigation Agency Actions

a. The agency Director or agency Director's designee may reject a SHO report and return it to the SHO for further investigation, information, documentation, or analysis if the agency Director or designee

considers the report to be incomplete, inadequate, or otherwise unacceptable.

b. If the report is not rejected, the agency Director, or the agency Director's designee, within fourteen (14) days of receiving the SHO's report, shall issue an agency report that accepts, modifies, or rejects the SHO's findings and substantiation recommendations, describes the rationale for any such modifications or rejections, and makes conclusions as to whether the substantiated allegations constitute a violation of this Order. The SHO report shall be included as an attachment to the agency Director or designee's report. The agency Director or designee shall consult with the agency's General Counsel during the preparation of the report regarding relevant legal standards or other legal issues.

c. If the report determines that a violation of this Order has occurred, the report shall be submitted to the agency's human resource officer for appropriate disciplinary action, up to and including termination. The agency shall require that any employee found to have violated this Order whose employment is not terminated must attend mandatory sexual harassment training within sixty (60) days after the issuance of the agency report.

d. The agency must provide the employee and the alleged harasser with a summary written notification of its findings and conclusions (final agency decision) after the sixty (60) day period and shall convey the same to MOLC within five (5) days after it is issued. The notice shall include a description of each allegation and the agency's determination as to whether the allegations were substantiated or were unsubstantiated. Such notice shall not include summaries of witness interviews, credibility determinations, or legal analysis; the notice is a simple recitation of the allegations and the determination as to whether the allegations were substantiated or were unsubstantiated.

e. Any conclusion in the SHO or Director's report that a violation of this Order occurred does not constitute a final legal conclusion that sexual harassment under the D.C. Human Rights Act or federal law occurred. Conversely, a finding that was not substantiated is not a legal conclusion that no violation of the D.C. Human Rights Act or federal law occurred.

f. Consistent with norms regarding the privacy of personnel actions, the complaining party shall not be informed of any disciplinary actions against the alleged harasser.

g. Regardless of whether a complaint has been substantiated, relevant staff, including the General Counsel, are authorized to work together to advise the Director or deciding official as to whether to recommend or implement personnel actions or management procedures to reduce the possibility of reoccurrence of any inappropriate behavior or behavior that poses risks for the District. Any meetings among the General Counsel, human resources staff, and agency management shall endeavor to preserve the confidentiality of the complaint generating the meeting or consultation to the greatest extent possible.

4. Communicating the Order: Orientation, Pledges, Training, and Notifications

a. The personnel authority shall circulate this Order to all new hires during their orientation, shall give each new hire time to read a summary of the Order during orientation, and shall obtain a signed verification that the new employee has read the summary and pledges not to engage in sexual harassment or any other conduct that violates the rules prohibiting sexually harassing behavior, certain dating, romantic, or sexual relationships, and requiring disclosure of certain relationships. Agencies with supplemental orders relating to sexual harassment shall provide those orders, too, to onboarding employees.

b. When individual contractors are working inside an agency in a manner akin to a District Government employee, the agency or the supervising contractor shall obtain signatures from individuals during onboarding orientations affirming their agreement to abide by this Order.

c. New employees shall take a course on sexual harassment as part of the on-boarding process and in no event more than fourteen (14) days after being on-boarded. Agencies shall by December 11, 2023

circulate this Order to all current employees.

d. Agencies shall follow up to provide delivery to difficult-to-reach employees, including employees on leave and work-related travel. Agencies are responsible for confirming that each employee has received this Order by email, verification through Peoplesoft, or return of a signed copy.

e. By December 11, 2023, each agency shall email the names of the agency's primary and alternate SHOs to all its employees and shall send reminders or updates of who the agency's SHOs are at least annually to agency employees.

f. Each agency shall prominently post notices in conspicuous locations accessible and used by a substantial number of agency employees, identifying the agency SHO and Alternate SHO, how to report sexual harassment, and that sexual harassment investigations are to be kept confidential to the greatest possible extent consistent with their investigation and resolution. Agencies shall post the notices no later than thirty (30) days after receipt of the template notice from the Office of Human Rights required by Section V.K. of this Order.

g. Agencies shall take a digital photograph of each posting and transmit it to the SHO program coordinator at DCHR with a description of the location at the time of each posting.

h. Individuals and entities entering into contract or grant agreements with the District Government must affirm that they will abide by the D.C. Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR § 1100 et seq.

i. District agencies drafting contracts and grants shall require such affirmations as part of the contract or grant agreement.

E. Employee Responsibility to Participate in Agency Investigations

1. District Government employees are required to cooperate fully in a SHO or independent investigation of a workplace sexual harassment complaint.

2. If an employee who alleges sexual harassment or is believed to have been the victim of sexual harassment declines to assist and/or participate in the investigation of the allegation, or requests the agency not conduct an investigation, the agency may on its own initiative investigate or refer the matter for investigation.

3. Employees who were not themselves victimized, who, after a direct request by the SHO or other investigator, decline to participate in a sexual harassment investigation, may be subject to disciplinary action.

4. Any consideration of whether to recommend disciplinary action for failure to cooperate in an investigation on the part of an alleged victim requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

F. Discipline for Making False Statements or Representations

1. Making materially false statements, and misrepresentation, falsification or concealment of material facts or records in an investigation of allegations of sexual harassment is conduct warranting disciplinary action, up to and including termination.

2. Consideration of whether to recommend disciplinary action against an employee who is also the alleged victim of sexual harassment requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

G. Discipline after a Finding of Sexual Misconduct or Harassment

The agency shall recommend appropriate disciplinary action, such as described in Section 1607.2(k) of the District Personnel Manual, 6B DCMR § 1607.2(k), up to and including termination of any employee found to have engaged

in sexual misconduct or sexual harassment as defined in Section III of this Order.

H. Rights of the Alleged Harasser

Persons accused of sexual harassment deserve the full protections afforded to them under the law in administrative matters, including, but not limited to, the right to respond to allegations of sexual harassment; to counsel and representation, including a union representative or other representative of their choosing, and including the presumption of innocence, unless and until there is a finding of harassment after an investigation by the agency or where appropriate, OHR. The right to counsel does not include the right to have counsel paid for by the government.

I. DCHR Responsibilities

1. DCHR shall quarterly reach out to all designated primary and alternate SHOs to confirm that they continue to serve in those roles. If DCHR is unable to reach a designated SHO or to confirm that the individual still serves as the agency's primary or alternate SHO, DCHR shall work with the agency to identify a new primary or alternate SHO for the agency. DCHR shall post a list of agency SHOs on its website and update it as necessary.

2. DCHR shall develop reporting forms for disclosure of dating, romantic, and sexual relationships and for applications for waivers of the prohibition on relationships in the chain of command.

3. DCHR shall work with agencies to verify that all employees have completed the annual training on sexual harassment required by Section V.A.1.e. of this Order.

4. DCHR, working with the Office of the Chief Technology Officer, shall create a means through Peoplesoft for employees to acknowledge their receipt of the Order and agreement to comply with its provisions.

5. DCHR, in consultation with OHR, shall review, update, and provide training materials for agency SHOs, including training on investigative techniques.

6. DCHR shall establish qualification standards for SHOs and verify each SHO's qualification to serve as a SHO.

7. DCHR, in consultation with OHR and the Sexual Harassment Task Force, shall create and disseminate training and collateral materials on this Order, the sexual harassment provisions of the D.C. Human Rights Act, and other sexual harassment law and policy, to all agencies under the direct authority of the Mayor and to such independent agencies as may request access to DCHR materials. The training and collateral materials should be tailored to employees in various roles, such as senior officials, managers, attorneys, human resources personnel, and new or existing employees, and should take into account that many District Government employees work primarily in the community and may not have regular access to computer-based training modules.

J. Office of Human Rights (OHR)

1. OHR shall develop training for EEO officers on the standards of the D.C. Human Rights Act, including the changes made by the Human Rights Enhancement Amendment Act of 2022.

2. OHR shall provide consultative services to DCHR and the Sexual Harassment Task Force in creating and disseminating training and collateral materials on this Order, the sexual harassment provisions of the D.C. Human Rights Act, and other sexual harassment law and policy, to all agencies.

3. OHR shall provide a template notice to agencies for agencies to post where the agencies can fill in the name of their SHO and alternate SHO and providing basic information on the prohibition against sexual harassment, how to report, and confidentiality, pursuant to Section V.E.4.d. of this Order.

VI. PROHIBITION AGAINST RETALIATION

A. Retaliation Prohibited

Retaliating against a District Government employee for reporting or filing a claim of sexual harassment, assisting another person in reporting or asserting a claim of sexual harassment, opposing sexual harassment, acting as a witness in a sexual harassment investigation, refusing to follow orders that would result in sexual harassment, intervening to protect others from sexual harassment or advances, or challenging an allegation of sexual harassment, is strictly prohibited. Employees shall not be penalized as a result of their assertion of their rights under the D.C. Human Rights Act or providing truthful information in connection with an investigation (whether on behalf of a complainant or a respondent). Retaliatory behavior may include, but is not limited to, unwarranted reprimands, unfairly downgrading personnel evaluations, transfers to less desirable positions, verbal, or physical abuse, and altered and more inconvenient work schedules. Employees found to have engaged in retaliatory behavior shall be recommended for appropriate disciplinary action, up to and including termination.

B. Process for Alleging Retaliation

Claims of retaliation are generally beyond the scope of the investigatory authority of agency SHOs because SHOs may not be trained in assessing the legality or validity of managerial decisions such as evaluations and assignments and investigations into retaliation would be difficult to conduct in the rapid timeframe set forth in this Order. Employees who believe they have been retaliated against must file a complaint with an EEO Counselor within one hundred and eighty (180) days of the alleged retaliation and subsequently file a complaint with OHR within fifteen (15) days of receipt of the Exit Letter if the employee is not satisfied with the outcome of EEO counseling.

VII. LIMITS

Lodging a complaint regarding sexual harassment does not shield an employee from all discipline or discharge. Agencies may discipline or separate a complainant if the agency is motivated by non-retaliatory and non-discriminatory reasons that would otherwise result in such discipline or separation.

VIII. CONFIDENTIALITY

A. Protecting confidentiality is critical to encouraging victims of sexual harassment to come forth and share their stories. It encourages witness cooperation and protects the reputations of those involved. For those reasons, SHO investigations should be kept confidential.

B. Confidentiality is not absolute. SHOs must disclose information to the alleged harasser for the alleged harasser to have a full and fair opportunity to respond. SHOs may have to disclose information to witnesses to gather more information from them. SHOs must keep agency General Counsels updated for reporting purposes and for investigation support purposes. SHOs also may have to disclose criminal conduct or threats to law enforcement. SHOs should not make pledges of total confidentiality.

C. Investigative reports are confidential, highly private, and deliberative and shall not be released without a court order. Neither the complainant nor the alleged harasser shall be provided with a copy of the investigative report.

D. SHOs, the agency, and MOLC shall take all reasonable steps to ensure that no information contained in the complaint file is disseminated except in furtherance of the investigation; for entry into E-risk or another risk management system; to assist in resolution of the allegations; as necessary for execution of any consequences stemming from the investigation; when lawfully released; or when required by court order.

IX. TIMELY FILING AND STATUTE OF LIMITATIONS

Complaints of sexual harassment shall be reported as promptly as possible. Agencies should investigate alleged acts of sexual harassment beyond the legal statute of limitations, or deadlines otherwise provided by regulation or collective bargaining agreement, taking into consideration the sensitive nature of the alleged offense, the pressure the complainant may have felt not to report the conduct, when the victim became aware of behavior that was not immediately apparent, or a pattern of harassing behavior that developed over time. Some remedies or sanctions may be unavailable due to delays in filing, but even delayed investigations may yield information to the agency in its ongoing efforts to prevent and remediate sexual harassment or may add to the credibility of similar, future allegations should a pattern emerge of allegations against a particular person or practice.

X. RECORDS

A. Agencies shall maintain records of complaints and investigations conducted for three (3) years from the date of the complaint.

B. For each fiscal year, each agency shall track how many complaints of sexual harassment were made by the agency's employees; were made about its agency employees by customers/clients of the agency; grantees or contractors of the agency, and how many complaints were made of sexual harassment of the agency's employees by customers/clients, grantees or contractors, or members of the public during the agency's duties.

C. In addition to the number of complaints, agencies shall track how many matters were investigated; were resolved by mediation; were substantiated; were deemed unsubstantiated; resulted in administrative or disciplinary action against one or more individuals determined to have violated this Order or sexually harassed the complainant; have resulted in legal action; have resulted in a settlement (including the amount of any financial settlement); and how many are pending. Pursuant to the Sexual Harassment Data Collection Act, annual fiscal year data required to be produced under D.C. Official Code § 1-546.02 shall be transmitted to the Office of Human Rights on or before October 15 of each year.

D. Centralized reporting, however, should be ongoing, and agencies are directed to submit such interim, monthly, or quarterly reports as may be requested by DCHR, the MOLC, OHR, or the Sexual Harassment Task Force, and to enter incidents into E-Risk as directed.

E. Any warnings to an employee(s) to halt a particular type of behavior – whether generally or as to a particular employee(s) – shall be recorded and transmitted to the agency's human resource office and to the Mayor's Office of Legal Counsel. In the context of addressing complaints of sexual harassment, any other interventions made for an employee, customer/client, grantee or contractor shall also be recorded, whether or not they arose from an informal counseling session, a complaint of sexual harassment, a complaint regarding behavior in a dating, romantic, or sexual relationship, anonymous report, or any other means.

XI. CONCURRENT REMEDIES AND JURISDICTION

A. Non-Exclusivity of Remedies

This policy is intended to supplement or be an alternative to other processes that allow persons to complain of sexual harassment. The procedures established by this Order are separate and distinct from other options persons with grievances relating to sexual harassment may have, through the Office of Human Rights, the Equal Employment Opportunity Commission, any grievance procedure available under their collective bargaining agreement, ethics complaint and investigation processes administered by the Board of Ethics and Government Accountability, or any other statutory or regulatory complaint process. Filing a complaint under this Order does not stay or delay any filing deadlines in any other forum.

B. Filing a Formal Complaint with the Office of Human Rights

In addition to pursuing action within the agency, an alleged victim of sexual harassment, or a person acting on the victim's behalf with or without the victim's consent, may report a sexual harassment claim within one year of the alleged harassment or its discovery to OHR using its Intake Questionnaire Form. EEO counseling is not required prior to the filing of a complaint with OHR.

C. Filing a Complaint with the Equal Employment Opportunity Commission

Some complaints may fall within the jurisdiction of the federal Equal Employment Opportunity Commission.

D. Relationship and Remedies under Negotiated Grievance Claims

Filing a report or complaint under this policy does not satisfy the requirements for filing a negotiated grievance and obtaining remedies under a collective bargaining agreement, nor does the complaint under this Order delay the

time limits for initiating such a procedure. To pursue a negotiated grievance claim, the employee should file a grievance in accordance with the provisions of the applicable collective bargaining agreement.

E. Criminal Remedies and Referrals

1. Where there is an allegation of criminal misconduct, including for example, sexual assault, kidnapping, stalking, or a threat to do bodily harm, the agency may, after consulting its General Counsel, place the victim and/or the alleged harasser on administrative leave with pay pending final administrative resolution of the complaint or any criminal proceeding.

2. The complainant at his or her choice may report the alleged criminal violation to a law enforcement agency, including the Metropolitan Police Department ("MPD"). Where a criminal violation occurred, the agency shall recommend discipline of the perpetrator up to, and including, termination.

3. While it is generally the alleged victim's decision to report sexual harassment offenses for possible criminal prosecution, if during an investigation the agency uncovers evidence of ongoing crimes (such as sexual extortion of beneficiaries of government services) or criminal activity collateral to or extending beyond the reported allegations of sexual harassment, such as gun-related offenses, the agency shall notify law enforcement.

F. Crime Victim Hotline

The agency shall also remind complainants of sexual assault or other possible crimes of the existence of the DC Victim Hotline. The hotline, 1-844-443-5732, is available 24/7 by telephone, text, or online chat to seamlessly connect victims of crime to free resources to help them navigate the physical, financial, legal, and emotional repercussions of crime. Through the hotline, victims may be matched with an advocate who can help them decide whether to pursue a matter through the criminal justice process.

G. Courts of Law

This Mayor's Order is directed towards preventing and remedying sexual harassment in District Government operations and it does not preclude complainants from obtaining counsel and pursuing any remedies they may have in courts of law. The options discussed in this Order do not constitute legal advice; deadlines for filing, procedures, and substantive offenses or remedies may change over time.

XII. APPLICABILITY OF PERSONNEL RULES

Any proposed personnel action instituted under this Order is subject to the regulations set forth in the District of Columbia Personnel Manual at Title 6B of the District of Columbia Municipal Regulations.

XIII. SEXUAL HARASSMENT TASK FORCE

A. There is hereby established the Sexual Harassment Task Force as an internal task force comprised of representatives of the Office of Human Rights, the Mayor's Office of General Counsel, the Department of Human Resources, the Assistant City Administrator, and the Mayor's Office of Legal Counsel, as designated by the head of each office, and such other individuals as these members may invite to serve as additional members of the task force. The task force shall meet from time to time to develop and advise on trainings, make recommendations about needed policies, review draft regulations, and otherwise take action or recommend measures to fulfill the intent of this Order: including to reduce the incidence of sexual harassment, train employees on what to do when faced with inappropriate workplace conduct, including harassment, and provide additional, effective procedures for addressing inappropriate conduct of a sexual nature. The task force may invite experts and other individuals to participate in the meetings and deliberations of the task force.

B. The Sexual Harassment Task Force shall, no later than May 1, 2024, make recommendations in the following areas and shall provide such recommendations to the appropriate agencies with authority to carry out the

recommendations or make final decisions regarding them. The recommendations need not be in the form of a report and may remain deliberative discussion items until finalized and accepted:

1. Communications to District Government employees about the District's sexual harassment policies;

2. Updates to required trainings for SHOs and agency General Counsels;

3. Recommendations for building a workplace free from sexual harassment;

4. Any recommended adjustments to prohibitions and disclosures regarding dating, romantic, and sexual relationships; and

5. The performance and progress by the agencies named in this Order in completing the responsibilities assigned to them.

XIV. SUPERSESSION

This Order supersedes Mayor's Order 2017-313 and any other provision of a previous Mayor's Order or practice pursuant to that Mayor's Order, to the extent of any inconsistency.

XV. EFFECTIVE DATE: This Order shall become effective November 10, 2023.

_____

MURIEL BOWSER

MAYOR

ATTEST: _____

KIMBERLY A. BASSETT

SECRETARY OF STATE OF THE DISTRICT OF COLUMBIA

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Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director	CG	3/24/25
2. Chris Earley, Deputy Director	CEE	3/21/25
3. Julia Wiley, General Counsel	JW	3/20/25
4. Bill Winston, Associate Director of Community Services	WLW	3/20/25
5. Clyde Edwards, Program Analyst	CDE	3/13/25
6.		

SUBJECT:

Director's Comments:

Action							
APPROVAL ☒	CIRCULATE ☐	CORRECTION ☐	FILE ☐	FYI ☐	INVITATION ☐	MEETING ☐	SIGNATURE ☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Lydia;s House- NBAP FY25 Housing Services $268,000.00 Grant # 2025-07

Originating Office

FROM: C. Edwards	TELEPHONE NUMBER:
DATE:3/13/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE:

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

REV 1.0 10/25/23

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

To: Colleen Green CG
Director

MAR 24 2025

Through: Chris Earley CEE
Deputy Director

Through: Julia H. Wiley JW
General Counsel, OGC

Through: Bill Winston WLW
Associate Director of
Community Services

From: Clyde D. Edwards CDE
Economic Development Program Specialist

Date: 3/20/2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Lydia's House in Southeast DC**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$ 268,000.00**
ATTACHMENTS:	**FY25 Grant Agreement #2025-07** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

DISTRICT OF COLUMBIA.

COMMUNITY SERVICES
HOUSING COUNSELING SERVICES

GRANT AGREEMENT

BY AND BETWEEN
THE DISTRICT OF COLUMBIA
AND

LYDIA'S HOUSE IN SOUTHEAST

This Grant Agreement ("Grant" or "Agreement"), is made effective as of March 24, 2025, ("Effective Date"), by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the D.C. Department of Housing and Community Development (hereinafter referred to as "Department," "DHCD" or "Grantor") and Lydia's House, Inc., a District of Columbia non-profit corporation Grantee [DUNS No. Unique Entity Identifier (UEI) HA5MFJL1PBF6] (hereinafter referred to as "Grantee") with its principal place of business at 4101 Martin Luther King Jr. Ave SE Washington DC 20032. Grantor and Grantee shall be collectively referred to herein as the "Parties."

RECITALS

1. The Department with offices at 1909 Martin Luther King Jr Avenue SE, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975, D.C. Official Code§ 6-1001 *et seq.*, and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Department is authorized to fund community based non-profit organizations that provide housing counseling services for low- and moderate-income persons.

3. On June 7, 2024, the Department published a Notice of Funding Availability ("NOFA") in the D.C. Register, which announced the forthcoming issuance of the Fiscal Year ("FY") 2025 Request for Applications ("RFA") for the Neighborhood-Based Activities Housing Counseling Services Program ("HCSP"). The RFA was issued on June 21, 2024, that solicited applicants to provide services to District of Columbia ("District") residents as a part of the Department's HCSP. HCSP includes Public Services ("PS"), and Non-Public Services ("NPS") as defined in Section I herein. U.S. Department of Housing and Urban Development ("HUD") approved counseling agencies employing one or more certified HUD counselors are eligible to provide both PS and NPS services, while organizations which do not have HUD approval status may provide PS services only. The RFA included an opportunity for applicants to provide one or more of seventeen (17) services listed in the RFA. These services include HUD-approved counseling in keeping with 24 CFR 5.100 and related Federal regulations (in 2 CFR Part 200, and 24 CFR Part 214) as well as services related to local DC programs which are administered by the Department. The RFA and the requirements set forth therein are also incorporated by reference herein.

4. The Grantee's RFA application demonstrates that its organization possesses project management, and organizational and administrative capacity to successfully perform as a nonprofit grant subrecipient under the Department's HCSP, and accordingly DHCD has determined to award a grant to the Grantee in FY 2025 ("25" or "2025").

5. The Grantor proposes to fund HCSP grant activities in FY 2025 from its allocation of Community Development Block Grant ("CDBG") funds authorized by Title I of the U.S. Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), 24 CFR Part 570.

6. As a condition precedent to disbursement of the Grant proceeds to Grantee for the sole and exclusive purposes described in Exhibit A (which includes the "Statement of Work" and the approved "Workplan", both attached hereto and made a part hereof), the Department requires that Grantee enter into this Agreement setting forth the terms and conditions of the Grant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are hereby incorporated by reference and made a part hereof.

Section I. Definitions.

A. As used herein, the following terms shall have the meanings indicated:

a) **Fiscal Year**: All references to Fiscal Year(s) ("FY") herein refer to the District Government fiscal year which is October 1st to September 30th
b) **Neighborhood Revitalization Strategy Area** ("NRSA") refers to the HUD approved areas of Wards 7 and 8 which have been designated as strategic areas for revitalization. Services to Ward 7 and Ward 8 regardless of whether Public Service or Non-Public Service, attributed to the NRSA.
c) **Non-Public Services** refers to 24 CFR 5.100 counseling services provided to clients in connection with the purchase of a specific home. All other 24 CFR 5.100 counseling is Public Service.
d) **Public Services** refers to all other services and may include group training and/or one on one counseling.
e) **Performance Periods**: The Performance Period is defined as the start date and end date for which Grant funds are awarded to execute an approved Workplan and Statement of Work in keeping with the RFA for FY 2025. (See Section IV below.)

Section II. Exhibits.

The Exhibits listed below and the terms and conditions of the same are incorporated herein and made a part of this Agreement.

A. Services to be Provided
- Statement of Work
- Section 3 from the FY 25 RFA: Services
- Workplan as approved by the Grantor

B. Budget
- Schedules A (3-1) and A (3-2) for the First Performance Period

C. Required Reporting Forms
- Monthly Performance Report on group trainings/orientations/workshops and one on one counseling (in connection with the Statement of Work and Workplan), as well as reports on DHCD certificates issued, outreach and marketing activities, and upcoming group trainings.

- Quarterly Beneficiary Data and Demographics for each of the following (a) PS, (b) NPS, and (c) NRSA activities.
- Quarterly Language Access Report (Optional)
- Quarterly Banking Report (as applicable)
- Quarterly Procurement Report (as applicable)
- Quarterly Submission of Minutes of Board of Directors Meetings

D Method to determine Client Eligibility for Services
E Budget Modification Form
F Drug Free Workplace Certification
G Service Area Eligibility
H Insurance Requirements
I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Section III. Grant Award

A. The Department shall make a Grant of the District's CDBG Entitlement Grant Federal Award No: B-24-MC-11-0001 ("CDBG Federal Award") to Grantee in an amount not to exceed Two Hundred Sixty-Eight Thousand Dollars and No Cents ($268,000.00) (the "Grant") and is allocated as follows:

Sources and Uses of Funds:

Non-Public Service ("NPS") [CDBG EN]	$ 43,550.00
NRSAs Ward 7 and Ward 8 [CDBG EN]	$ 224,450.00
TOTAL CDBG [EN]	$ 268,000.00

Notwithstanding the source of funds designated above, the Grantor reserves the right to provide funding from another source(s). In all instances, applicable Federal and District laws and regulations shall apply regardless of the funding source. The Grant award shall be used to fund a range of services which HUD has defined as Housing Counseling Services: Public Services and Non-Public Services by a HUD Approved Counseling Agency ("HCA").

The specific Grant activities are described in Exhibit A (attached hereto) which includes
(a) the Statement of Work,
(b) Lines of Services - Section 3.2 of the Request for Applications (RFA), and

(c) The approved Workplan
(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

C. The Grant services will benefit low-and-moderate income persons living in the District of Columbia. In keeping with recent Presidential Executive Orders, Grantees should only use grant funds for US citizens and should maintain such documentation to prove citizenship.[25]

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as Exhibit B. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.

D. The Catalog of Federal Domestic Assistance ("CFDA") number is 14.218.

E. The Uniform Administrative Requirements for Federal Grants are applicable to this grant award and are available online at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1. Also, the Grantee must comply with the Community Development Block Grants regulations 24 CFR part 570 that govern this award and other related HUD regulations, which are incorporated herein by reference.

Section IV. Grant Term and Periods of Performance

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2025. During this term, there are two Performance Periods. The First Performance Period is the Effective Date to September 30, 2025. The Second Performance Period is October 1, 2025, to December 31, 2025.

Funding for each Performance Period is in the sole discretion of the Grantor and requires meeting all due diligence requirements prior to award.

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[25] Examples of such document may include copies of unexpired state issued Real ID identification or driver's license, unexpired US passport or US passport card, active duty Military ID, current Green Card or Naturalization documents with state issued photographic identification.

The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of Grant funds or other Grant assets.

Section V. Statement of Work/CDBG Eligible Activities/Eligible Costs/Business Operations

A. CDBG Eligible Activities

1. Grantee shall use the CDBG Grant proceeds solely to fund Grantor-approved service activities that are intended to provide services and empower low- and moderate- income persons in the District of Columbia to make informed housing choices and achieve their housing goals, whether it's finding affordable rental housing, purchasing a home or obtaining financial assistance for critical home repairs.

The best way to provide this critical information to a client in order to assist them in their decision-making process is to adhere to 24 CFR 5.100[26] [in which a HUD certified counselor conducts (1) intake (2) financial and housing affordability analysis with affordability calculation (3) an action plan and (4) follow-up counseling to implement the action plan and achieve its stated goals].

The Grant services to be provided are described in Exhibit A. This description includes the major tasks, activities and project deliverables to be provided under this Grant. The Grantor reserves the right to alter or change the District of Columbia program requirements including eligibility, services provided, service methodology, service delivery and program goals during the performance period.

The proposed Grant activities are CDBG eligible activities pursuant to 24 CFR 570.201(e).

2. Grantee shall sponsor outreach events that inform the community about the Grant activities and participate in other community events as requested by Grantor.

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[26] 24 CRF 5.100: "Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling."

3. The Grantee must retain records which demonstrate that each activity funded under this Grant is CDBG eligible and document the amount of CDBG funds expended for each activity. This includes the activity itself, the outcomes, and the records concerning beneficiaries in keeping with subsection (B)(2) below receiving services. Any authorizations needed together with beneficiary statistical information should be obtained by the Grantee during intake or registration. HUD does not grant exceptions or authorize the District to make exceptions to this requirement.

B. CDBG National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention of slums or blight; 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. The Grantee certifies that the CDBG-assisted activities to be carried out under this Agreement will meet the National Objective of primarily benefiting low- and moderate-income persons (limited clientele activities) in accordance with Federal and District Requirements. The minimum threshold requires that at least 51% of the households served with CDBG funding must be low- and moderate-income households; provided however, that a Grantee whose application claimed additional scoring points for agreeing to provide Grant services to more than 51% low- and moderate-income beneficiaries, must adhere to the percentage they elected in their application.[27]

In accordance with the Grantee's election in their Application for a grant award and for receiving additional points in scoring, the Grantee has agreed to exceed the minimum requirement and to serve at least 90% low- and moderate-income beneficiaries.

Note: This percentage cannot be decreased as it was used for scoring in a competitive round of funding.

4. The Grantee shall disclose to any client that services are provided free of charge by a Grant funded by DHCD using Federal funds and therefore the Grantee has certain reporting

[27] In responding to the RFA published June 21, 2024, applicants were given the opportunity to receive additional points in scoring for committing to exceed the CDBG minimum threshold to either a 75% minimum or a 90% minimum.

requirements in order to provide the Grant services free of charge. The Grantee shall use appropriate forms to obtain a client authorization, as required, to comply with the terms of this Agreement and to meet HUD reporting requirements,

C. Staffing

Where HUD requires services are to be provided by a Certified HUD Housing Counselor, the Grantee shall comply with that requirement and not permit services reserved to HUD certified counselors to be provided by others.

To the extent applicable, Grantee agrees to secure the services of qualified personnel that are licensed and bonded in the District of Columbia to perform the CDBG Federal Award activities and services listed in Exhibit A.

Any changes in personnel or their general Grant responsibilities as set forth in Exhibit A are subject to the prior written approval of DHCD. In this regard, it is essential that the Grantee immediately report terminations and proposed new hires to the Grantor.

D. Business Operations

1. Grantee shall observe business hours of operation onsite in their service location(s) that align with District Government hours of operation specifically Monday through Friday 9:00 am to 4:30 pm (DC holidays excepted)[28] and shall ensure that sufficient staff are on site at Grantee's place of business to carry out Grant services.

2. During the hours of operations, Grantee shall have live answered telephones for incoming calls. If the Grantee's phone system utilizes an auto-attendant function or voicemail, announced option to the caller must include an option to press a certain key (such as "0" for an Operator) to be connected to a staff person in real time who can answer and field questions, redirect a caller to a staff person who can address a caller's inquiries, or provide registration information. DHCD and other DC agencies such as the Office of the Attorney General may check Grantee's compliance with this requirement from time-to-time.

[28] DC Holidays include New Year's Day, Dr. Martin Luther King, Jr. Holiday, Washington's Birthday, DC Emancipation Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Day.

E. Grantee may offer clients virtual appointments as well as virtual group informational or educational activities, but Grantee shall also provide clients an option for in-person services (including both in-person one on one appointments as well as some in-person group informational or educational activities.) The Grantee shall not refuse in-person services to DC residents.

F. Housing Resource Center (HRC) and Late Night Hours: As required by the RFA, "Applicants selected for the award shall participate (in a regular rotation) in staffing onsite at the Department's Housing Resource Center (HRC). The HRC provides services to DC residents by appointment and walk-ins." The HRC is located in the Grantor's offices at 1909 Martin Luther King Jr Av SE. The HRC coordinator, in conjunction with the Associate Director for Community Services, will develop a schedule in consultation with Grant subrecipients for staffing the HRC on a rotating basis on weekdays.

RFA applicants were awarded additional points in their score by committing to "Extended Office Hours." The options included providing office hours until 7:00 pm at least one (1) day a week in their office location and/or until 7:00 pm at least two (2) days a month in the HRC.

In accordance with the Grantee's selection in their Application for grant award and funding, the Grantee has committed to serve Extended Office Hours Extended Office Hours until 7:00 pm one (1) day a week in their office and one (1) day in the HRC.

Section VI. Disbursement/Required Support Documentation

A. Reasonable, Allowable, Necessary, Allocable

1. Grantee may request reimbursement for actual expenses incurred to provide services and as described in the Grant Budget (A 3-1 and A 3-2). Requests must meet all four criteria: reasonable, necessary, allowable, and allocable. (2 CFR 200.305)
   a. ***Allowable costs.*** Reimbursements are limited to the expenses directly related to activities supported by the grant activities and are subject to the regulations of the Federal and District Governments. Expenses related to activities should be necessary, reasonable, allowable and allocable.
   b. ***Limitations on allowable costs.*** A grantee may not use an indirect cost rate to determine allowable costs under its grant.
   c. **Some *Unallowable costs.*** Expenses that are not allowable include (but are not limited to) sales tax, late fees, debts, tips & gratuities, food, alcohol, controlled substances, cash reserves or investments, money given to individuals (including

donations, grants or loans), contributions to organizations, costs of fundraising, fund development, grant writing, advocacy, lobbying, and purchase of goods or services for personal use or benefit.

2. In addition, Grantee must demonstrate to the reasonable satisfaction of the Grantor that Grant performance milestones have been achieved. All requests for payment of eligible expenses shall be associated with the budget line items specified in Exhibit B (Budget Schedule A (3-1), estimated cost invoices and satisfactory Grant performance.

3. Grantees may not be reimbursed for expenses paid through Cash app or other similar peer-to-peer payment platforms, since such platforms create issues for recordkeeping, auditability, and compliance with grant regulations.

4. The Grantee shall not supplant funds or seek reimbursement for expenses that may be reimbursed by another grant (Federal, District, or private) either prior to or subsequent to reimbursement by the Grantor.

5. The Grantee must have the capacity for bookkeeping and accounting services required to track Grant expenses and create payment requests in keeping with Federal and District requirements, either on staff or by a third-party contractor.

6. The Grantee shall create and submit payment requests in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the Grantee to create and submit invoices by selecting the applicable purchase order number which is listed on the Grantee's profile.

7. All Grantees must be registered in the portal prior to invoice submission. The vendor portal website is **https://cfo.dc.gov./supplier_portal**. Please log onto the portal for further details and instructions. Questions can be submitted to **suppliers@dc.gov**.

B. Form of Submission of Payment Requests

1. The cover sheet to the reimbursement package must be the 30A Form of the Department [RCSD DHCD 306A Revised October 2024]. No other cover sheet is needed. This form should contain the Purchase Order Number, the IDIS Number, and the Partial Payment Number in accordance with Department's guidelines.

Payments requests are contingent upon certification by the Grantee in the following form as contained on the 306A (RCSD DHCD 306A Revised October 2024). The Certification is to be made by the chief executive officer, or the chief financial officer or the chief operations officer if the Governing Board has authorized this officer to act on behalf of the board to sign.

"I certify that all items, quantities and prices of work and material shown in the requisition are correct to the best of my knowledge and belief. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information , or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812." (2 CFR 200.415)

2. Page 2 and Page 3 shall be the Reimbursement Request A 3-1 and A 3-2.

3. Page 4 shall be the Invoice Cover Sheet with:
   a. A unique identifier (e.g. a row number or brief alphanumeric code) shall be assigned by the Grantee to non-personnel invoices and with the same unique identifier marked on each and every supporting document (e.g. receipt, proof of payment, cancelled checks, contracts, scopes of works, services rendered, vendor statement or document, Grantee's notes) submitted. The unique identifier shall be listed on the invoice cover sheet.
   b. Vendor's name
   c. Remittance address
   d. Invoice number
   e. Invoice date
   f. Contract number (also known as Grant Number)
   g. Purchase order number (if any)
   h. Invoice Amount
   i. The Amount which the Grantee is requesting reimbursement
   j. Quantity of goods/services delivered. Deliverables. Shipping and payment terms
   k. Other substantiating documentation that justifies and supports the payment request.

4. Page 4 and subsequent pages as needed shall include the supporting documents for the reimbursement request including signed timesheets, payroll reports, invoices from vendors marked as described above. (See Section E below.)

C. HUD Related Requirements

1. Federal regulations require that reimbursement under the Grant is tied to (a) beneficiary data reporting and (b) program performance. Failure to meet reporting deadlines for performance and/or beneficiary service data will suspend temporarily the processing of Grantee payment requests. Staff unavailability does not waive the requirement to meet reporting deadlines, and Grantee shall ensure that adequate staff are trained or cross-trained to prepare and submit reports timely.

2. The Grantee should be aware that HUD maintains an *Integrated Disbursement and Information System* ("IDIS"), a database in which the Grantor must make reports during the performance period on each Grantee's account. HUD flags subrecipient accounts when reporting is not provided by a deadline. Such a flag shall constitute a default. Multiple flags or failure to meet the conditions for HUD to remove a flag may result in suspension or termination in keeping with Section XII (C) of this Agreement.

D. Schedule for Submission of Reimbursement Requests

1. Requests for reimbursement shall be submitted in a timely manner by the date due. Failure to meet a deadline shall constitute a default.

2. On the 10th day of each month, the Reimbursement Request shall be for the prior month; provided however, the September reimbursement request must be submitted earlier in October on the date specified by the Office of the Chief Financial Officer of the District of Columbia, which is usually between the 5th and 7th day of October. *(Grantee may wish to use other funding sources for the late September payroll to facilitate meeting the deadlines.)*

3. In order to close-out the grant by September 30th, the October request should be the only request submitted in September.

4. The monthly schedule for submission is as follows:

Month	Due Date
March	April 10th
April	May 10th
May	June 10th
June	July 10th
July	August 10th
August	September 10th
September	October 5th or 7th as specified by the DC CFO
October	November 10th
November	December 10th
December	January 10th
January	February10th
February	March 10th

5. As applicable, expenses incurred pursuant to a project commitment in IDIS that has been approved by the Grantor and are otherwise eligible for reimbursement at the Grantor's sole discretion, may be reimbursed, regardless of when those expenses were incurred.

E. Source Documentation

1. All costs and obligations incurred under this Grant Agreement must be supported by source documentation (e.g. invoices, receipts, contracts, canceled checks, etc.). Documentation may also include approved time distribution sheets and certified payroll reports for employees and contracts.

2. The Grantee must satisfy all documentary requirements to the reasonable satisfaction of the Grantor prior to the disbursement of Grant funds.

F. Requirements Applicable to Disbursed Funds/No Escrow

1. Grantee shall not escrow Grant funds. However, nothing shall prohibit the Grantee from supplementing funding for these activities from other sources including other grants, funders or donors.

2. Any cash advances disbursed pursuant to this Agreement must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate

cash requirements of the Grantee in carrying out the purpose of the Grant. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct Grant program or project costs and the proportionate share of any allowable indirect costs.

3. If at any time it is determined that more Grant funds are disbursed to Grantee than what was required by the Grantee's immediate disbursement needs, Grantee shall immediately return to Grantor the excess funds.

4. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations or fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee.

G. The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect cost rate, as further described in Section (C)(4) and Section (C)(5) (Reporting Requirements) below.

H. In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant proceeds within three (3) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant proceeds, unless another date shall be agreed to be the parties in writing. The Grantor reserves the right to recover such losses by any legal remedy available.

Section VII. Budget Modifications

A. Any amendments to the budget (change in the amounts specified in the individual cost categories set forth in Exhibit B). may be approved by the Grant Administrator, so long as the total amount of the budget is not exceeded.

B. Any increase in the total Grant amount must be approved by the Director of the Department. If the change is made at the request of the Grantee, the request shall be in writing dated and shall be submitted on a Budget Modification Form, attached hereto as Exhibit E.

1. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and dated using the appropriate excel format or the appropriate online portal if available.

2. The Grantee shall make modification requests by June 1st, to allow sufficient time for processing prior to the start of the fourth quarter of the fiscal year. No more than two modifications may be required in the performance period. Requests for modification to the budget shall not be approved after June 1, 2025, except for extenuating circumstances specified in writing, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion.

3. The Department will not approve reprogramming of personnel funds for positions not filled in compliance with this Agreement and Grantee's personnel policies submitted to Grantor. If at any time DHCD requires a more detailed budget breakdown than the one contained herein, the Grantee shall provide such supplemental budget information in a timely fashion and in the form and content prescribed by DHCD.

Section VIII. Conditions Precedent to Grant Closing and Grant Disbursement

Grant closing shall mean the date on which Grantee has satisfied all conditions precedent to execution to the satisfaction of the Grantor, at which time both parties have executed and delivered the Grant Agreement. No Grant proceeds shall be disbursed prior to Grant closing.

The following conditions must be met prior to Grant closing:

A. Eligibility Determination. Determination by the Grantor that Grantee's proposed Grant activities meet eligibility and national objective requirements specified by the CDBG Program regulations at 24 CFR §§ 570.200 through 570.209. Grantor has determined that the proposed Grant activities are eligible for CDBG Program funding pursuant to 24 CFR 570.201(e) (provide housing counseling services to low- to moderate-income households).

B. Environmental Clearance. Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historic preservation reviews, and HUD has issued an approval of the release of funds.

C. Due Diligence Submissions. The following items must be delivered to DHCD for approval prior to Grant execution and Grant closing:

1. Articles of Incorporation, organizational by-laws and certification of nonprofit status.
2. Board/Corporate Resolution, memorializing
   a. the Grantee's intent to enter into this Agreement
   b. identifying the total Grant amount of the award
   c. identifying the Grant Number
   d. identifying the funding source(s) of the award, and
   e. identifying the authorized person by name and title who is authorized to sign on behalf of the corporation to enter into this Agreement.
3. Certificate of Good Standing
   a. issued by the DC Department of Licensing and Consumer Protection (DLCP)
   b. certified within 6 months of the Effective Date of this Agreement.
4. Certificate of Clean Hands
   a. issued by the DC Office of Tax and Revenue (OTR)
   b. certified within 90 days of this Agreement.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia to carry out the Grant activities.
6. Evidence that Grantee has obtained insurance, as provided in Exhibit H. If the renewal period for any insurance requirement occurs during the Grant performance period, the Grantee is required to submit to the Grantor evidence (Certificate Of Insurance) of insurance renewal to cover the remaining Grant performance period.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Effective Date.
8. An Affirmative Action Plan ("AAP") must be submitted by the Grantee for review and approval by the District prior to Grant execution and the disbursement of any Grant proceeds. The AAP shall be in a form to be determined by the District and must detail the Grantee's efforts to comply with the District's goals for achieving equal employment in District government contracts and set forth specific standards for the utilization of minorities in all job categories, as required by Mayor's Order 85-85 and District law.
9. Drug-free Workplace Certification (Exhibit F).
10. Debarment affidavit and verification confirming that Grantee is not debarred or suspended or otherwise excluded from or ineligible for participation in federal or District assistance programs under Executive Order 12549 or District law.

D. Opinion of Counsel. Grantee shall submit a written opinion of the Grantee's attorney, which states that the attorney has read the Grant documents and that the Grantee:

- Is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary.
- Has the full authority and legal right to carry out the terms of this Grant Agreement and all documentation required hereunder to be executed by Grantee; and
- Has taken all actions to authorize the execution, delivery and performance of this Grant Agreement and any documents required to be executed in connection with the Grant according to their respective terms

The Opinion shall further state that none of the aforesaid actions, undertakings or agreements violate any restriction, term, condition or provision of the Grantee's organizational documents or any contract or agreement to which Grantee is a party or by which it is bound. The Opinion must identify the Grant Agreement by name and Grant number, and the counsel must specifically identify the documents upon which the Opinion is based.

E. Current on District Obligations. Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant, including all local taxes and charges affecting Grantee's business.

F. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Proceeds, including, but not limited to the Council of the District of Columbia and the Chief Financial Officer of the District of Columbia.

G. Clearance Approval issued by the DHCD Office of Program Monitoring.

Section IX. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. The Grantee shall cure all report deficiencies identified by the Department and resubmit for approval by the Grantor within 14 calendar days of the notification. The requirements of monthly and quarterly reports [VII.(A) and (B) are in Exhibit C.]

A. Monthly Reporting

Monthly Performance Reporting. The Grantee shall use the online reporting portal provided by the Grantor and shall provide a complete performance report by the 10th day of each month reporting on Grant activities, accomplishments and performance of the prior month. Failure to submit the report by the tenth day of the month following the end of each

month shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

B. Quarterly Reporting

On the 10th day of January, April, July, and October, the following quarterly reports for the previous three months shall be due and provided by the Grantee in the form and method required by Grantor:

1. Quarterly Report on **Beneficiary Data and Demographics** (separate reports for PS, NPS and NRSA).

2. **Banking Report** (as applicable)

3. **Non-expendable Equipment Inventory Report** (as applicable) (the purchase or lease of non-expandable equipment). The purchase of all computer equipment must have prior approval from the Department.

4. **Procurement Report** (as applicable).

5. Copies of the **Minutes of the Board of Directors** meetings, which took place during the previous quarter; and

6. **Language Access Report** (optional) -- If services are provided in languages other than English, we encourage a language access report to be made.

Failure to submit any or all Quarterly Reports by the tenth day of the month following the end of a quarter shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

C. Additional Report Requirements

The following reports are due to the Department within the timeframes indicated below. If these documents were previously submitted, they must be updated and resubmitted.

1. Fringe Benefits Report

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects funded from the proceeds of this Grant shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefits rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the change. The report shall be submitted to DHCD within fifteen (15) days of Grant execution.

The fringe benefits rate for any personnel costs funded by this Grant shall not exceed 20% of the base salary rate indicated in Schedule A Form A (3-2) of the budget (Exhibit B).

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to the date of the Offer Letter.

All personnel costs approved under this Grant Agreement must be filled within ninety (90) days of Grant execution or within ninety (90) days of the vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than ninety (90) days, whether intermittent or consecutive, at any time during the Grant period may result in the loss of funds for the position.

Grantee must submit transcripts of training or continuing education for individual staff and counselors to the Grantor.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with CDBG funds, in accordance with the requirements specified in 2 CFR Part 200 (Exhibit D). The property inventory list must include, at a minimum, a short

description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

a. The Grantee shall submit a budget and Cost Allocation Plan showing its direct and indirect costs and the allocation of such costs to the Grantee's activities, including the administration of the activities and services provided under this Agreement. The plan must show all allowable and unallowable costs and how such costs are included in the direct and indirect costs in accordance with 2 CFR Part 200.

b. A current Cost Allocation Plan must be submitted no later than thirty (30) days following Grant execution.

c. The Cost Allocation Plan must include all sources of funding for the Grantee, including this, Grant and to which program/cost centers each source has been applied using the Grantee's chart of accounts (referencing individual budgetary line items).

The Grantee must provide:
i. the total amount of funding from each funding source,
ii. the total staff employed by the Grantee, regardless of funding source, staff allocation per grant/program and the estimated percentage of time spent per grant program.

d. As required by HUD, the Cost Allocation Plan is subject to approval by the Grantor. The Grantee shall cure any defects or omissions in the Cost Allocation Plan within 60 calendar days of the notice to cure.

e. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. The waiver request must detail the reasons for the waiver request and include a copy of the relevant audited financial statements.

f. Claims for reimbursement of documented Grant expenses shall comply with 2 CFR Part 200 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.

5. Indirect Cost Rates

a. Grantees may request reimbursement for indirect costs based on their Cost Allocation Plan. The Cost of Allocation Plan must be reviewed and approved by the Grantor. The Grantee is required to keep records of the expenses charged to the Indirect Cost Rate for monitoring and close-out.

Grantees with Indirect Cost Rates are required to use their indirect cost rate. Grantees with provisional rates must demonstrate the rate is not expired or that it is currently used by a Federal Agency in awarding Federal funds to the Grantee during the current Fiscal Year. Other Grantees may use the Federal *de minimis rate* of 15%. In either case (*De Minimis rate* or Federally Approved rate), Grantee shall maintain records (available during monitoring, or close-out or upon request) indicating which costs in the cost allocation plan and the dollar amount have been attributed to the Indirect Cost.)

Indirect cost rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with supporting documentation. DHCD will not make adjustments to indirect cost rates after June 1st.

The Grantor does not issue or award Indirect Cost Rates.

Grantees who wish to obtain a Federally authorized Indirect Cost Rate are encouraged to contact the "Cognizant Agency" which is the US Department of Health and Human Services.

b. For all personnel costs funded under this Agreement, Grantee must maintain documentation for use of indirect cost funding and provide the same when requested for verification of expenditures in keeping with the approved cost allocation plan, including, but not limited to cancelled checks, employee signed and supervisory approved employee time sheets, invoices and bank records.

c. Expenses charged to an indirect cost rate must be accompanied by and cross-referenced to and reconciled with an independent audited financial statement, which accounts for all (grant funded and non-grant funded) activities by the Grantee during the fiscal year in which the indirect cost rate is based.

6. Organizational Audit

Grantee must submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year.

Note to All Grantees: All Grantees must ensure their financial records are available for review or audit by appropriate officials of the Federal Government and the District Government.

7. Auditor's Management Letter.

Grantee shall submit an auditor's Management Letter to the Grantor at the time it submits the annual audit.

8. Procurement Policy, Accounting Policies and Procedures, and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution, the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of the Grant. These policies and procedures shall be in accordance with the requirements of 2 CFR Part 200. The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

If the Grantee has previously submitted these documents, and the documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a certified statement (the "Re-certification Letter") to the Grant Administrator indicating when the most current document was submitted to the District and certifying that no changes to these policies and procedures have since been made.

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D. Summary of Report Deliverables and Receipt Due Dates:

	Report	Receipt Due Date
1	Monthly Performance Report	No later than the 10th day of each month
2	Quarterly Beneficiary Data	No later than January 10th, April 10th, July 10th and October 10th – a separate report for each use: PS-NPS-NRSA
3	Language Access Report (Optional)	No later than January 10th, April 10th, July 10th and October 10th
4	Fringe Benefits Report	Within 15 days of Grant execution
5	New Hires/New Employees Information (Job Description & Resume) HUD certificate if certified counselor	10 Days prior to the Offer Letter of Employment being sent to the candidate
6	Notice of Vacant Position	Within 10 days following the vacancy
7	Non-expendable Equipment Report	Within 15 days of Grant execution and quarterly thereafter
8	Procurement Policies and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
9	Accounting Manual and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
10	Cost Allocation Plan (based on and tied to the most recent audit)	Within 30 days of Grant execution
12	Independent Financial Audit	Within 90 Days of the Close of the Grantee's Fiscal Year

	Report	Receipt Due Date
13	Single Audit Report (if applicable)	Within 30 Days of submission to the Federal Audit Clearinghouse
14	Auditor's Management Letter	Submitted with the submission of the Audit
15	Requests to revise Budgets and/or Workplans	Prior to the 1st day of June
16	Grantee's Close-Out Report (Section XV.) Inventory Report & Annual Report	Within 90 Days of the end of the Term of the Grant.
17	HUD 9902	Within 30 Days of Submission to HUD
18	HUD Monitoring Report	Within 30 Days of Receipt from HUD monitor or the HUD intermediary monitor.

Section X. Accounting/Audit Requirements

A. Accounting System

1. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in Exhibit B.

2. Accounting records should be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.

3. Any funds provided to the Grantee or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest-bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

Grantee shall submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year, contingent on the following:

1. Grantees receiving an aggregate of $1,000,000 or more from all funders in Federal funds must in accordance with Federal regulations obtain an independent audit (Single Audit Act of 1984 , Single Audit Amendments Act of 1996, and 2 CFR Part 200). A standard audit may be supplied pending the completion and submission of the Single Audit.

2. Grantees:
   (a) Required to be audited by any State or political subdivision(s) thereof (whether by statute or regulation) or
   (b) Who conduct an audit to submit to any government or private funder, or foundation or corporate funder or
   (c) Whose governing body or senior management obtains an audit,

   shall be required to submit that audit to the Grantor upon receipt of the same.

If the Grantee is not audited in accordance with (1) and (2) above, the following shall apply:

3. A Grantee whose corporate entity receives or expends less than $999,999 as reported to the Internal Revenue Service in the 990 Tax Return without amendments, deletions or summarized details must file with the Grantor a financial report prepared by an independent Certified Public Accountant and certified by the same that contains:
   - income statement or Statement of Activities,
   - balance sheet or Statement of Financial Position,
   - statement of Functional Expenses by program or cost centers such statement to break out separately the Grantor's funding by Grantor's program(s) separately from all programs or cost centers used.
   - statement of cash flows, and
   - independent review and certification of the financial statements including a review of the management's financial internal controls.

   In addition, the nonprofit organization must file a biennial audit that covers both years within a biennial period. See 2 CFR Part 200, Subpart F.

4. The Grantee shall fully clear any deficiencies noted in the audit reports within sixty (60) days after receipt by the Grantee.

5. . Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default of this Grant and may result in the withholding of future payments and/or debarment from participation in future Grants.

Section XI. Grant Administration

The Grant Administrator is:

William Winston
Associate Director for Community Services
DC Department of Housing and Community Development
1909 Martin Luther King Avenue SE, Room 304
Washington, D.C. 20020.

The telephone number is (771) 208-9628. All concerns regarding the technical implementation and interpretation of this Grant are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line-item changes and terms) where there is no dollar increase.

Section XII. Repayment of Grant Funds/Grant Performance Monitoring Default and Remedies

A. HUD Monitoring

The Grantee is subject to monitoring by HUD and agrees to provide all required information, data, records, files including client files, case notes, correspondence and emails, reports, beneficiary data, performance data, financial records, supporting documentation, to satisfy HUD monitoring. Notwithstanding the date of a finding by HUD, should HUD make a finding, the Grantee shall be responsible to cure the defect, and should HUD require repayment of Grant funds for any reason to the Federal Government, the Grantee shall be responsible for repayment in the amount specified by HUD. Repayment shall be made to the District of Columbia and by the District to the Federal authority in satisfaction of the HUD requirement. HUD monitoring is not confined to the performance period but extends through the record retention period provided in Section XV.

B. Grant Performance Evaluation

1. DHCD will monitor the performance of the Grantee to ensure that the goals and performance standards stated in the Statement of Work and Work Plan and RFA are being achieved according to schedule and within budget.

2. All records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. Grantee shall make timely submission of all information and/or records requested by DHCD or HUD to assess performance under the Agreement.

C. Suspension or Termination of Grant Assistance

1. In accordance 2 CFR 200.340 and 200.341 and 200.343, suspension or termination of CDBG Grant assistance may occur according to the Default provision in subsection D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner.

2. If Grantee fails to correct the substandard performance within thirty (30) days after receiving written notice from DHCD, suspension or termination of this Agreement will be initiated.

3. In accordance with 2 CFR 200.340(a), suspension or termination of Grant assistance may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

Subject to any applicable notice requirement and right to cure, the occurrence of any of the following shall constitute an event of default:

1. Failure to comply with any of the CDBG Program rules, regulations or provisions referred to in this Agreement, or such other Federal or District statutes, regulations, executive orders, District of Columbia mayoral orders, HUD rulings, policies or directives applicable to this Grant:

2. Failure to comply with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement.
3. Substandard performance by the Grantee or any of its agents under this Agreement, as determined in the sole and reasonable discretion of DHCD; or
4. Improper use of funds provided under this Agreement.

A determination of default shall be made in the sole and reasonable discretion of DHCD.

E. Remedies for Default

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of a written notice to the Grantee, Grantor may take one or more of the following actions, as determined in its sole discretion:

1. Terminate and suspend further disbursement of any remaining Grant assistance.
2. Disallow all or part of the cost of the activity or action that is not in compliance with this Agreement.
3. Wholly or partially suspend or terminate the current Grant award; or
4. Take other legal remedies that may be available.

F. Termination for Convenience

The Grant may be suspended or terminated on the basis of convenience as provided in 2 CFR 200.340(a).

G. Reversion to DHCD of Grant Assistance

1. Upon default by the Grantee under the terms of subsection D above, which has not been cured, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request the following:

i. Any Grant funds in its possession (whether or not committed),
ii. Any accounts receivable attributable to the use of Grant funds; and
iii. The portion of any income directly generated by (or the prorated proportion of) Grant funds for the activities described in this Agreement.

2. Upon final completion of the projects and activities for which CDBG funds have been provided by DHCD, expiration of the term of this Agreement, cancellation, or determination of this Agreement, the Grantee shall transfer any unspent, excess or surplus CDBG Grant funds, to include accounts receivable attributable to the use of the CDBG funds.

H. Grantor Non-Waiver

DHCD's delay or failure to act with respect to a breach by the Grantee does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section XIII. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, and 2 CFR Part 200, as deemed applicable by the Grantor. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Fund Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Organizational Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter arising from this Grant Agreement.

D. Cancellation Ceiling

In the event of cancellation of the Grant because of non-appropriation of funds for a specific fiscal year, there shall be a cancellation ceiling of zero dollars.

E. Anti-Deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, Grantor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code§ 47.105. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-Deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section XI. of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements.
2. Performing technical evaluations as required.
3. Interpreting the Statement of Work and other language in the Grant.
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with the District and other laws and regulations applicable to the Grant.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

Clifford Beckford
Executive Director
Lydia's House in Southeast
4101 Martin Luther King Jr. Ave., S.W.
Washington, DC 20032
Phone: (202) 373-1050
cbeckford@lhndc.org www.lh4us.org

H. Misuse of Grant Funds

Any alleged fraud, waste, abuse or mismanagement of Grant funds shall be immediately reported to the Grantor and the District of Columbia Office of the Inspector General ("OIG"). The OIG may be reached at (202) 724-TIPS (8477) and (800) 521-1639 or at oig.dc.gov

I. Nonassignability

Grantee will not sell, assign, pledge or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

Section XIV. Insurance

A. The Grantee shall obtain at least the minimum insurance coverage set forth in this Section XIV. and Exhibit H prior to the Effective Date and keep such insurance in force, as may be applicable, throughout the Grant period of performance.

B. Fidelity Bond: The Grantee must procure Fidelity Bond coverage in an amount equivalent to the total Grant budget. Pursuant to 2 CFR Part 200, Fidelity Bond coverage is required to protect the District's interest in the dollar amount of the Grant. Should Grantee be unable to procure a Fidelity Bond, Grantee shall submit proof that it has obtained general liability insurance that covers internal employee criminal activity or directors' and officers' liability insurance.

Section XV. Records Retention/Access

A. Records Retention

The Grantee shall retain all records demonstrating compliance with CDBG requirements and that are pertinent to this Grant for no less than five (5) years from Close-out of this Grant Agreement, including any extension thereof made in accordance with Section XVI. [Option to Extend] and including but not limited to Close-Out in IDIS of any HUD requirements. See Exhibit 5.1 in this link: https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-5.pdf

B. Extension of Retention Period

Notwithstanding the foregoing retention requirement in paragraph A above, if any litigation, claim, HUD monitoring or audit is initiated before the expiration of the retention period, records shall be retained for a period of not less than four (4) additional years following completion of the actions and resolution of all proceedings (e.g. litigation, claim, HUD monitoring or audit) involving the records.

C. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility, progress and achievement toward program goals and secure such records in a manner subject to applicable privacy laws. Such data may include, but is not limited to, client name, address, income level, case notes, correspondence and a description of service(s) provided. The Grantee shall use software which is HUD compliant to maintain client records. The Grantee shall transmit client records and files in a manner that is compliant with HUD's Personally Identifiable Information (PII) requirements.

D. Access to Records

All Grantee books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Grant funds shall be made available to the Department, HUD, its designee, representatives of the Inspector General of the District of Columbia or the Office of the DC Auditor at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.

E. National Objectives

The Grantee agrees to maintain documentation that demonstrates that the activities carried out with CDBG funds provided under this Grant meet the CDBG national objective of benefiting low- and moderate-income persons, as defined in 24 CFR part 570.208.

F. Copyright

If this Agreement results in any copyrightable material or inventions, DHCD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Section XVI. Federal and District Public Policy Requirements

Grantee shall fully comply with the following Federal and District policy requirements, as deemed applicable by Grantor:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federal-assisted and federal conducted programs and activities .

C. The requirements of Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

D. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.-) and implementing regulations at 24 CFR I part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

E. The requirements of Executive Order 11246, as amended by Executive Orders 11375. 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

F. The Conflict of Interest provisions of Federal and District laws strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of Federal funds to comply with 2 CFR 200.317 to 200.327 and

any sections of Title of 24 the Code of Federal Regulations concerning CDBG funding which are more restrictive than the Uniform Guidance Code for use of CDBG funds. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within (fifteen) 15 business days of execution of the Grant Agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict-of-Interest declarations to be executed by each employee and board member.

G. The Hatch Act. Chapter 15 of Title V. United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

H. The National Environmental Policy Act or other legislation implemented by 24 CFR part 58.

I. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement as Exhibit F.

J. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991H FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.

2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any grant,

or the entering into any extension. continuation. renewal, amendment of modification of any grant.

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and

c. He or she will include the language of the certification in all sub- grant awards at any tier and require that all recipients of sub-grant awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this Grant imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure, as the applicable grant shall so provide.

K. The Americans with Disabilities Act of 1990 (ADA) - Notwithstanding anything contained herein to the contrary, during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

L. The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are applicable pertaining to economic opportunities for low and very low-income persons. 24 CFR part 135.

M. First Source Program - Contractors and subcontractors of a government-assisted Project totaling $300,000 or more must comply with the District's goals for the recruitment, referral and placement of District residents. See D.C. Law 5-93, as amended, D.C. Official Code§ 2-219.01 et seq.

Section XVII. Close-Out Provisions

Activities and tasks during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor, and determining the custodianship of records (which shall remain the responsibility of the Grantee unless a determination is made otherwise). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over District appropriated funds and the record retention period, whichever is longest. Grantee shall submit the following items within the time frames indicated in this Section after completion of Grant activities or expiration or termination of this Agreement.

1. All activities are eligible, were completed and met a national objective.
2. All grant funds were expended in full, or all remaining funds are to be returned to Grantor.
3. All reporting requirements were completed and submitted (except for the final report that is submitted during the closeout process).
4. Any special conditions were met; and
5. All deficiencies or corrective actions affecting the Grant were resolved.

A. Grant Close-Out Report

The Grantee shall submit to the Grantor a Grantee's Close-Out Report ("Report") within ninety (90) days after expiration of the Grant term, termination of the Grant, or final payment for activities under this Agreement, whichever occurs later. This Report, at a minimum, shall include a narrative of the Grantee's completed tasks based on the activities, performance measures and goals set forth in the Statement of Work. The Report shall be completed using a form provided by the Grantor. The Grantee shall provide any information or data Grantor requests for Close-Out. In the Grantor's sole discretion, the reporting provided during the term of this Agreement may be accepted in lieu of the Grantee's Close-Out Report if those reports contain all information required in this section.

B. Documentation of Expenses

Within ninety (90) days after the expiration of the Grant, the Grantee shall provide to Grantor documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses.

C. Equipment Inventory

The Grantee shall submit to Grantor a list of all furniture, fixtures, equipment and vehicles purchased with Grant funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with 2 CFR Part 200.

D. Audit

The Grantee shall submit an audit or financial statement, as applicable, and as provided in Sections IX and X. of this Agreement.

E. Transfer of Records

Grantee shall, within ninety (90) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

F. Grantee's Obligations

The Grantee's obligations to DHCD remain in effect through the period of record retention as stated in Section XV.

Section XVIII. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion, and if legally permitted, extend the term of the Grant no more than two (2) times for one-year terms, or any fraction of one year, or multiple successive fractions thereof.

B. Grantor will endeavor to provide Grantee a preliminary written notice of its intent to extend at least thirty (30) days before the end of the Grant Term. The preliminary notice does not commit the District to an extension or authorize additional Grant funds to Grantee.

C. Any extension of this Grant is contingent upon the appropriation of funds for the applicable time period. However, the availability of funds shall not obligate the District to extend the Grant.

Section XIX. Total Agreement

The Grant Agreement, including specifically incorporated documents (to include the approved Statement of Work, the Work Plan, the approved Budget and the Grant attachments) constitute

the total and entire agreement between the Parties. Grantee understands and agrees to comply with the incorporated references contained in this Agreement and all applicable District and Federal laws and regulations.

Section XX. Applicable Law.

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia, unless otherwise controlled by federal law. In any proceeding relating to this Grant Agreement, each of Grantor and Grantee, hereby irrevocably submits to the jurisdiction of the Courts of the District of Columbia for the purposes of any suit, action or proceeding arising out of or relating to this Grant or transactions contemplated hereby.

Section XXI. Severability.

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XXII. Amendment.

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Grant activities, or the amounts specified in the Budget without the prior written approval of Grantor. The Grantee may request in writing approval of any proposed change to the Statement of Work or Workplan or the amounts specified in the eligible cost categories of the Budget and shall provide adequate supporting information and a revised budget along with its request. All such requests must be signed and dated.

Section XXIII. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or fully, by the Department.

1. The written or printed materials must include the authorized DHCD logo.

2. Written or printed materials include, but are not limited to, newspaper, radio and television announcements or advertisements, websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.
4. Grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to Grantee.
5. Grantee must provide copies of all marketing materials, brochures, flyers and other materials that publicize grant-funded activities to Grantor via email at dhcd.occo@dc.gov

Grantee shall publicize, as appropriate, to its constituency through social media, print, and online postings, DHCD communications and events that are related to Grant supported activities.

Section XXIV. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code§ 2-531 *et seq*. provides for the disclosure of public information. Specifically, the law provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Official Code § 2-170 l (13) .

This serves as your Notification that information /documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code§ 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXV. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, homeless status, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Sexual harassment is a form of sexual discrimination which is prohibited by the Act and Mayor's Order 2023-131 (Updated District Government Sexual Harassment Policy, Guidance, and Procedures), which is attached hereto as Exhibit I.

The prohibition against workplace sexual harassment extends to third parties doing business with or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies. By executing this Agreement, Grantee affirms that it will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1 I 00 et seq. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated.

Section XXVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addresses:

NOTICE TO GRANTEE:

Lydia's House in Southeast
4101 Martin Luther King Jr. Ave., S.W.
Washington, DC 20032
Attn: Executive Director/CEO
NOTICE TO GRANTOR:

D.C. Department of Housing and Community Development
Community Services
1909 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
Attn: Director

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTOR SIGNATOR PAGE]

DISTRICT OF COLUMBIA, a municipal Corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Colleen Green
Director

Legal Review:

Office of the General Counsel
Department of Housing and Community Development

3/20/25
Date

[Signatures continue on the next page]

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTEE SIGNATURE PAGE]

LYDIA'S HOUSE IN SOUTHEAST
a District of Columbia non-profit corporation

Cliff M. Beckford
Executive Director

03/27/25
Date

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit A Services to be Provided

- Statement of Work
- Section 3.2 Services (from the FY25 RFA)
- Workplan as approved by the Grantor

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education, and training services to support DHCD's housing programs and initiatives and promote compliance with District housing regulations. All of the services are intended to empower potential homeowners, actual homeowners, and tenants to preserve affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership, (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner-occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached work plan and performance measures. Marketing and outreach for the services provided is an activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals, and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of this service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling, (b) the Grantee's additional knowledge of the individual, and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow-up and conduct a final assessment of the services' impact. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program

SECTION 3: PROGRAMMATIC REQUIREMENTS

3.1 Eligibility for Federal Funding

The services in this RFA will be conducted through grant agreements using Federal funds (Community Development Block Grant (CDBG) and, as available, some District Funds. The Department will provide a full informational briefing to the awarded grantee(s) about the grant funding source's ongoing administrative and programmatic requirements. Whether grants awarded under this RFA are funded locally or with federal funds, all grants will be managed to the higher standards and requirements whether Federal or District.

Federal regulations have established national objectives requiring all CDBG-funded activities beneficiaries to be at least 51% low- and moderate-income persons or households. The national objective is achieved through "limited clientele benefit"—that is, by verifying the incomes of each beneficiary of the services provided. The applicant must demonstrate that it has the capacity and the intention to verify the household incomes of beneficiaries to meet the national objective of providing benefits to 51% of low- and moderate-income persons.

Client income certification is also an important element of ongoing program activity for many DHCD housing programs. (See Section 3) Applicants should review in detail the federal income requirements for programs, activities, and grantee (sub-recipient) eligibility under the Community Development Block Grant program regulations at 24 CFR 570. 200-210,

- https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-570/subpart-C?toc=1

and HUD Housing Counseling Program Regulations: 24 CFR Part 214,

ps://www.ecfr.gov/current/title-24/subtitle-B/chapter-II/subchapter-B/part-214?toc=1

3.2 Housing Services: Description of Housing Programs and Services

Please Note: Specifications and programmatic requirements may change from time to time during the award period at the discretion of the Department.

The following describes seventeen services in the Housing Counseling Program. These constitute the services for which the Department is seeking Applicants to provide services to DC residents. Applicants should select at least one service for which they are applying; however, the Applicant may select more than one. The Department is not obligated by the Applicant's selection to make an award. Applicants are responsible to demonstrate their capacity in their application to provide the services for which they have applied. Capacity includes staffing patterns including qualifications and experience, other funding resources, case management systems and programmatic activities. Historical data can also be considered in demonstration of organizational capacity. Applicants should be aware of Legal Citations noted throughout this section as well as the references to the Code of Federal Regulations (CFR).

Category A: HOMEOWNERSHIP

A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program
A6: Income Certification for the Property Acquisition and Disposition Division (PADD) Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY

B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B12: Legal Services for Seniors and/or Coop & Condo Associations
B13: Technical Assistance for Coop and Condo Associations
B14: Technical Assistance for Owners of Small Rental Properties

CATEGORY C: TENANTS AND TENANT GROUPS

C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

Each particular service has specific requirements described in the following pages. Applicants are expected to utilize this guidance in the performance of these services.

CATEGORY A: HOMEOWNERSHIP

Legal Citations Governing Program Area in Category A

Applicants to provide services in Category 1 should review in detail the following legal citations governing the District's homeownership programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for homeownership pursuant to the relevant citations.

- Home Purchase Assistance Program: DC Code 42-2601 and 14 DCMR, Chapter 25
- Employer-Assisted Housing Program: DC Code 42-2501 and 14 DCMR, Chapter 36
- Inclusionary Zoning: Legislation Pending, Bill 17-586, 17-618, 17-619

A1: HUD Housing Counseling
This activity is open to applicant organizations which are HUD approved employing one or more HUD certified counselor(s). Such counseling is often (but not exclusively) in the pursuit of homeownership or credit repair and improvement or to improve their housing condition.

Grantees of this service should be familiar with 24 CFR 5.100 and with 24 CFR 214.

Housing counseling is independent expert advice provided by a HUD certified housing counselor (24 CFR Part 214) customized to the needs of the client. It is aimed at addressing housing barriers and providing support to the client to achieve their housing goals. This counseling service must include: (1) intake (2) financial and housing affordability analysis (3) an action plan[2] and (4) follow-up counseling to implement the action plan and achieve its stated goals *(24 CFR 5.100).*

The action plan should identify the steps needed for the client to achieve his/her housing goals. These actionable steps include, but are not limited to, review of the client's credit report with explanations of its meaning and items that impact (or may improve) the credit score, creation of a budget and methodologies to track one's income and spending, debt reduction planning, and savings planning. Follow-up should track the client's progress toward the goals of the action plan. Other programs and services including group educational opportunities may complement the one-on-one counseling with a certified counselor. Counselors, therefore, may appropriately make referrals to programs and services as well as to group educational activities that support and implement the goals of the action plan.

Counseling organizations are required to maintain case files including items 1-4 above as stated in 24 CFR 5.100. It is critical that files with records and case notes be kept in such a way that if a client's counselor is no longer available, either temporarily or permanently, another certified counselor in the organization can understand based on the file the client's circumstances, action plan, progress and where the client is in achieving his/her housing goals.

Organizations providing this service should have working experience with credit counseling and repair, with consumer credit bureaus and consumer credit laws. Ideally, they should be familiar with creditor tactics, liens, judgments, repossessions, and other obstacles to credit improvement.

It is critical for the counseling organization to make efforts to keep the client engaged in the counseling process and such attempts and outreach should be documented in the case file.

In accordance with HUD requirements, counseling organizations may close files if a client does not respond to outreach efforts over 60 days. The last outreach attempt should document that the file will be closed as of a specific date if nothing further is heard from the client. If the client should return to client after the 60 days, a new file should be opened.

[2] Except for reverse mortgage counseling.

Post-purchase follow-up

a) Grantees must continue their counseling relationship with customers once they become homeowners. This follow-up should continue for a period of time after purchase to ensure the homeowner's housing stability.
b) Grantees may make use of post-purchase programs using either their own programming or making referrals to other Grantees who provide such programming (*e.g.* B1 General Home Management and B2 Foreclosure Counseling).
c) If problems arise, it will be the grantee's responsibility to address them quickly as time is of the essence, and to address them as efficiently as possible. Where the District's investment is involved, counseling should include ways to protect the DC investment.
d) When working with clients who have an HPAP deferment period ending, Grantees must provide dedicated counseling services to those borrowers. In particular, grantees will be asked to make an updated assessment of each borrower's financial status regarding the appropriateness of continued deferment.
e) Potential delinquency, or foreclosure prevention, counseling will be provided to any borrower who is experiencing difficulty.
f) If problems continue with these loan clients, this counseling will become a home preservation activity.

A2 8-Hour Homebuyer Education Class (HBE)

This activity is open to applicant organizations which are HUD approved counseling organizations employing one or more Hud certified counselors.

The Department seeks HUD Approved organizations to provide the 8-Hour Homebuyer Class. This is in support of the Department's many programs for which the 8-Hour Homebuyer Class is a requirement, and also for other DC residents who seek to take this class in preparation for homeownership and for their knowledge.

Organizations should take as a serious obligation to conduct this class with knowledge staff (HUD certified counselors). The class is conducted in a traditional in-person setting or in a virtual online setting.

Those who successfully attend and complete the class should be provided with a DHCD certification (in the format approved by the Department) indicating their completion of the class and dated appropriately. Monthly attendance and award of certificates should be reported to the Department monthly. The class should be presented frequently enough to meet programmatic needs of DHCD programs. Class dates should be provided to the Department for inclusion on the DHCD calendar. Presentations should be given by staff, not outside speakers. Grantees are welcome to collaborate in the conduct of these classes.

A3: Intake for DC Homebuyer Programs (HPAP/EAHP/NEAHP)

The Home Purchase Assistance Program (HPAP) is the primary DHCD program for first-time homebuyers. HPAP provides interest-free loans that include closing cost assistance to eligible applicants. Under this program, homebuyers may have the opportunity to purchase houses,

condominiums, or cooperative units in the District. DHCD has additional homeownership programs which are associated with HPAP, and which are targeted to specific populations or geographic areas or may meet specific home buyer needs.

The satellite programs are:

(1) The Employee Assisted Housing Program (EAHP) provides assistance to District of Columbia Government employees, who are first-time homebuyers in the District; and

(2) The Negotiated Employee Assistance Home Purchase Program (NEAHP) provides down payment and closing cost assistance to certain District of Columbia Government employees whose position is covered by specific union collective bargaining agreements.

Wherever the acronym "HPAP" is used, the same applies to the EAHP and NEAHP programs.

Prior to HPAP Application

Clients interested in HPAP assistance who have a pre-approval from a lender, should be assisted with making an application to the HPAP as expeditiously as possible. Those without a pre-approval letter from a lender are required to engage in HUD Housing Counseling (see A1 above) in order that they have the benefit of credit counseling and homeownership preparation. The action plan should include the actionable steps needed to ensure success as a homeowner and to achieve a pre-approval letter from a lender. Once a pre-approval letter has been obtained, the client with the Grantee's assistance should proceed to making their application to HPAP.

Application Process

For grantee organizations, this relationship management function includes working with first-time homebuyers throughout the homeownership application, preparation, purchase, and post-purchase process. Counseling will be focused on low- and moderate-income populations.

Once HUD credit counseling is completed the HPAP process includes:

(Optional) Applicant organizations may conduct pre-purchase seminars which include information and requirements of the HPAP programs. A DHCD Certification should be provided to attendees and recorded with DHCD.

Application Intake includes document collection of those documents needed. These should be collected in person or by means of a secure portal. Email is not considered a secure means for transmission of information which could be used for identity theft or other criminal activity. Drop-off at a staff office to an employee is acceptable.

Once the application package is complete, the organization submits to the appropriate HPAP administrator.

Homebuyer Education (8-hour class) (A DHCD Certification should be provided to 8-hour Homebuyer Education attendees and recorded with DHCD.)

Post-Purchase follow-up (Records of those follow-ups should be maintained by the organization. See Post-purchase in Service A1)

Organizations will be responsible for: (1) the application process, which includes delivery of completed applications to the HPAP Administrators; (2) completion of the application form itself and collection of all required supporting documentation, and (3) maintaining performance and reporting data, and databases as needed by the Department.

A4: Inclusionary Zoning Orientations

Introduction to IZ/ADU Programs:

The District's Inclusionary Zoning (IZ) Program requires a certain percentage of units in a new residential development, or a substantial rehabilitation that expands an existing building, be set aside as affordable units. The goals of this program are to increase the supply of affordable housing for low- and moderate-income households, to support the creation of mixed-income communities, to prevent rising home prices from driving out low- and moderate-income residents, and to leverage the expertise and capacity of the private market to develop affordable housing.

Affordable Dwelling Units (ADUs) are defined as for-sale and for-rent homes that are locally restricted for occupancy by households whose income falls within a certain range and are generally offered at a below-market rate. ADUs are generally produced in exchange for zoning relief, tax incentives, public financing, and/or the right to purchase or lease District-owned land. Specific ADU provisions, such as the affordability period, income limits, and resale restrictions, are set out in deeds, covenants, land disposition agreements, ADU administration plans and other originating documents.

ADU provisions have historically varied from project to project, as each is a result of a unique negotiation or project approval. However, ADU restrictions are becoming more standardized and more similar to standard IZ requirements.

Organization roles and responsibilities:
Provide mandatory IZ Orientation. The department's PowerPoint presentation must be utilized. Presentation and answers to participants' questions must conform to agency guidelines.

DHCD seeks organizations which will provide programmatic rental and homeownership counseling services in support of both of the above programs. Information about these

programs is available through DC Housing Search https://www.dchousingsearch.org , counselors will be required to utilize DC Housing Search, and train potential customers in how to search for affordable housing through DC Housing Search.

Grantees will be required to become familiar with the program requirements and procedures, as required by DHCD. In the last few fiscal years, the IZ program has produced approximately 400 new affordable units each year.

Orientation:
In particular, organizations are required to conduct IZ Orientations to help residents to be familiar with all programmatic requirements for the IZ program.

Organizations must conduct and coordinate this mandatory orientation session in a traditional and virtual classroom settings. They must provide interested applicants/residents with the relevant terms of the program, including next steps and other information as required by DHCD.
DHCD currently provides standard slides and certificate templates to use for this orientation and will provide training to grantees.

Completion of this orientation class is mandatory before an individual may register for the IZ program and individuals must renew registration every two (2) years to remain on the IZ registration list.

The class must be conducted at least monthly beginning within 30 days after the grantee's application is approved. Coordination of this class will include publishing upcoming class dates, accepting reservations via phone, email, or other method, allowing walk-ins if space is available, providing attendees with a certificate of completion (in a format approved by DHCD) upon completion of the class and providing at least monthly attendee data to DHCD. It will also include ensuring that attendees receive all required training materials, and shall be presented by grantee staff, not outside speakers.

Grantees must train program participants in the terms and specifics of the IZ and ADU Programs (training guidance will be provided by DHCD) and provide additional pre and post homebuyer education training.

Grantees must also provide data to DHCD on a regular basis as determined and requested by DHCD, including but not limited to the names and contact details for individuals who have received a DHCD certificate and the number of attendees at IZ orientations.

A5: Income Certifications for the IZ/ADU Units Programs

The agency seeks two organizations to provide income certifications for participants in the Inclusionary Zoning and Affordable Dwelling Units programs. Income certifications are expected to be conducted under a uniform process prescribed by DHCD and following HUD Part 5. DHCD has established requirements for approving Certifying Entities, including

specific IZ and ADU training.

Grantees are expected to become Certifying Entities pursuant to DHCD requirements. Grantee organizations will be required to ensure that program participants understand that income and occupancy restrictions apply to their IZ units and ADUs. Grantees will also be expected to complete income certifications for newly selected households and for renewing tenants. Grantees will be working closely with individuals, property management/leasing staff, sales agents and DHCD. DHCD will provide the necessary forms and procedures, but Grantees will collect the necessary paperwork from individuals and complete the income and household size verification process. Upon successful certifications, Grantees will notify DHCD and the sales/leasing staff.

Such restrictions may include but would not be limited to: (1) the specific affordability period, (2) conditions for, or prohibitions against, subleasing, and (3) resale restrictions. Ongoing outreach and assistance to occupants of IZ units and ADU is required in the areas of programmatic requirements and homeownership counseling.

A6: Income Certification for PADD Applicants

The Property Acquisition and Disposition Division (PADD) encourages vacant and/or abandoned property owners to rehabilitate and/or occupy their properties. PADD acquires vacant, abandoned, and deteriorated properties through negotiated friendly sale, eminent domain, donation, or tax sale foreclosure, when owners are unwilling or unable to maintain their properties. PADD also disposes of properties in inventory by selling them to individuals or developers to be rehabilitated into high-quality affordable and market-rate single-family and/ or multi-family for-sale or rental housing in District neighborhoods.

For DHCD, the activities of this Division create affordable homeownership and rental opportunities for low- and moderate-income households. Grantees must counsel these households as they qualify for and occupy these new homeownership and rental units. DHCD seeks one or more organizations which will provide counseling or training services for affordable units made available through PADD.

Because PADD units are not produced through a traditional homebuyer program, an intensive marketing and outreach effort to our target population will be required of grantees. Counseling services will also involve conducting income certifications and re-certifications for purposes of admission and continuing participation in this program. Income certifications are expected to be conducted under a uniform process prescribed by the Department. For PADD, grantees must ensure that program participants understand that income, or occupancy, restrictions apply to their unit. Such restrictions may include but would not be limited to: (1) the specific affordability period; (2) conditions for, or prohibitions against, subleasing; (3) potential rent increases; and (4) resale restrictions. The specific unit covenant

terms will be communicated to stakeholders by the Department, but grantees must facilitate communication with stakeholders.

A7: Public Services: General Coaching and Information

Public Services may be undertaken by Applicants which have not yet obtained HUD Approval and may not employ a HUD certified housing counselors. (HUD Approved organizations who are applying for A1 or A2 do not need to apply for this service, since they are able to provide these Public Service activities in connection with their other lines of services.

These activities are frequent but not exclusively in a group setting. These may be virtual or in-person, as long as an in-person option is provided. Grantees may utilize Homebuyer Clubs as an effective tool for keeping clients engaged in homebuyer preparation when a long-term period is needed for better positioning to be a first-time buyer.

They may include group trainings on understanding credit and credit reports and involve savings programs.

Public service staff are required to train clients to utilize available tools, such as DC Housing Search https://www.dchousingsearch.org to locate affordable housing for sale and for rent.

CATEGORY B: COUNSELING AND TRAINING FOR HOME PRESERVATION

B8: General Home Management (Post-Purchase Non-Delinquent)

Post-purchase counseling is essential for Homeowners who have purchased their homes, are not delinquent in their mortgage payments and would like to remain successful by creating a realistic financial plan to avoid financial pitfalls and protect and retain their homeownership. Post-purchase counseling is essential to understand local post-purchase behavior, especially low-moderate income homeowners, that can be supported by education and supportive programs to ensure recent homeowners understand what to do in the event of hardships. Organizations that provide post-purchase counseling sessions and education workshops will ensure their topics consist of the following:

1. Prepare a maintenance plan for major household systems and repair strategies.
2. Emergency preparedness plan to assist client in case of disaster.
3. Understand consequences of not paying taxes, HOA payments or community assessments.
4. Explain the benefits of establishing an emergency fund and retirement or tax-incentivized accounts.
5. Provide knowledge of home improvement financing options like HELOCs and give counsel on how to apply for additional financing to renovate property.

6. Access the client's understanding of the process of refinancing the home and incurring more debt.

This counseling activity may include, but not be limited to, appliance warranty disputes, contractor disputes, disputes with mortgagors, will and estate issues, including transfer-on-death deeds, etc. In this service, grantees must serve as advisor-educators and are prohibited from giving legal advice. Grantee activities should focus on low—and moderate-income populations.

B9: Foreclosure Counseling

Homeowners who are delinquent in loan payments (as well as those in danger of delinquency) need to know what options are available to them. Similarly, those in foreclosure need to know their options and resources that may assist them, especially if available legal services are available.

Organizations are required to provide foreclosure prevention counseling that helps homeowners at risk understand the foreclosure process in Washington, DC, determine their legal rights and identify options to avoid foreclosure.
Organizations will assist struggling homeowners with loss mitigation, communicate with mortgage servicers and provide services such as the following:

1. Provide advice and coaching to assist clients with creating a budget based on financial goals. Assess the current financial situation and develop short and long-term strategies to reduce expenses and debt to achieve client goals.
2. Explain loss mitigation. Explain the requirements of a loss mitigation package and evaluate the client's loss mitigation options for FHA and non-FHA loans.
3. Provide examples of mortgage default scams and ways to avoid being a victim.
4. Explain the consequences and costs associated with a foreclosure, short sale, or deed-in-lieu.
5. Explain the foreclosure timeline and devise a plan if the client is unable to stay in the home and assist the client in mortgage default recovery. Demonstrate the impact of a mortgage default.
6. Work with displaced residents seeking referrals for housing.

Grantees work with homeowners who are delinquent in their mortgage payments, or who are in foreclosure, or in post-foreclosure. These counseling services are also offered to owners of multi-family properties, and ownership associations. This counseling serves as a central element of DHCD's overall foreclosure prevention strategy.

It is critical to address the District's foreclosure crisis. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Grantees also work with the Department of Insurance Securities and Banking (DISB) to protect clients against scam operations that prey upon residents who are subject to foreclosure. Grantee organizations extract data for outreach and targeting efforts from the Office of the Recorder of Deeds, which provides a listing of all official foreclosures in the

District on a weekly basis. DHCD seeks one or more organizations that will provide foreclosure counseling services which include, but may not be limited to, all of the above-described foreclosure prevention activities.

For grantees, this counseling function means working with troubled homeowners, utilizing all foreclosure prevention or mitigation tools available, and if necessary, working with customers throughout their foreclosure or post-foreclosure process. Grantees must provide full assistance and advice to troubled homeowners. Grantees will be responsible for: (1) assessing the homeowner's circumstances, (2) educating the homeowner about the full implications of mortgage delinquency and foreclosure (3) exploring and providing options of action for the homeowner (4) providing tools or alternative support that may further assist the homeowner (5) developing and executing a best action plan for either saving the home or undertaking the best course for the homeowner, and (6) tracking the results of their counseling efforts. In addition, grantees will provide ongoing performance and reporting data and databases maintained.

Post-Foreclosure Counseling: It is critical that grantees continue their counseling relationship with customers, even if the home cannot be saved. Grantees must follow up with troubled homeowners for a period of time after any action plan has been executed. If the home has not been saved, counseling should be made available, and if necessary, referral to other needed services. If the home has been saved, counseling follow-up is also necessary to ensure that the ongoing action plan is being properly implemented. If more problems arise, it will be the grantee's responsibility to address them as quickly and as efficiently as possible.

With the passage of the Saving DC Homes from Foreclosure Emergency Amendment Act of 2010, troubled or delinquent District homeowners have the right to engage in mediation prior to foreclosure. As a result, DHCD requires grantees to provide counseling related to this mediation process.

Grantees must be familiar with the Law, its regulations, and the mediation process which has been implemented by the Mediation Administrator at the DC Department of Insurance, Securities, and Banking. Grantees must educate troubled homeowners in the decision factors related to mediation election, and, if necessary, prepare them for mediation. In some cases, counselors may be asked to accompany, or represent, troubled homeowners in the mediation process. Grantees must ensure that all customers who elect mediation complete and submit proper documentation in a timely manner. Grantees must ensure that the best interests of troubled borrowers are protected throughout the mediation process. Finally, DHCD expects grantees to follow-up after the mediation process is complete to ensure that any final mediation agreement is properly implemented.

B10: Eviction Counseling

Applicants who have HUD certified counselors or NeighborWorks America foreclosure certified counselors may offer this service. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Training should also include knowledge of laws and legal procedures governing eviction.

Eviction has long created housing instability for renters, and especially among low- and moderate-income households. For those at the lower end of the economic scale, eviction has caused not only housing instability but also employment insecurity and homelessness. Studies have shown that lack of access to legal representation has resulted in markedly different and detrimental outcomes as compared to renters who have legal representation. After legal representation, the next most effective range of services includes alternative dispute resolution (or mediation), knowledge and guidance in court navigation, and effective management of legal and tenant-landlord documents. In addition to housing instability, eviction also has credit impact for the tenant.

It is critical to provide those in danger of eviction with counseling to make informed decisions. This includes access whenever possible access to legal services. Also, appropriate training includes information about tenants' rights and obligations, the credit impact of eviction, use of payment plan agreements, understanding of court processes and procedures, and access to alternatives to court procedures. When tenancy is lost, counseling for housing alternatives is needed and a path forward to credit repair.

B11: Single-Family Residential Rehabilitation Program

The Single-Family Residential Rehabilitation Program (SFRRP) administers grants to District homeowners for roof repairs and for modifications to eliminate barriers to accessibility for persons with mobility or other physical impairments. Projects approved for SFRRP require a covenant on the property to protect the District's funding of the project.
DHCD seeks one or more organizations which will provide application intake services to SFRRP applicants throughout the grant process.

> **Mandatory Counselor Intake Training:** Grantees for this line of service are required to attend training with the SFRRP team in September to be introduced to updated aspects of the SFRRP for FY25. It is critical that the grantee have a solid understanding of the updated program and the requirements for applications. Therefore, the September training is mandatory for SFRRP intake counselors.
>
> **Application Period:** Applications for SFRRP will only be taken between October 1, 2024, and December 31, 2024. To be considered applications during this period must be complete. Lack of required documentation or information will not "hold a place" in the program if not provided before the December 31, 2024. The Department at its sole discretion reserves the right to close the program prior to the deadline if funding is depleted or no longer available.

Information Session for Applicants: The Department will provide Grantees with a PowerPoint presentation outlining the program and its requirements. Intake counselors are required to use this presentation with all potential applicants either in a group sessions (such as an Orientation) or in a one-on-one session with the potential applicant.

Grantee's and Counselor's Responsibilities: (1) use the Department PowerPoint presentation to present the program to potential applicants, answering questions from residents interested in the program; (2) complete the application document and collection of **all required** supporting documentation *(incomplete applications will not be accepted)*; (3) post-application and post-grant support; and (4) providing performance and reporting data as required.

45 Day Period: It is critical that no application be uploaded in the SFRRP portal unless it is complete with all required documents and intake form completed. If an incomplete application is uploaded in the portal, the SFRRP staff will notify the counselor and the applicant that the application cannot be accepted. The notification state that what is complete and state the **applicant has 45 days** to provide the requested information including documents. After 45 days if the application remains incomplete, the application will be closed as incomplete for funding.

Application Portal: Counselors will need to provide their name and contact information (e.g. email) when uploading in case SFRRP program staff need to follow up.

Legal Citations Governing Program Area for Category B:

Applicants to provide any service in Category B should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

- Lead Safe Washington 24 CFR, Part 35, 24 CFR, Part 85.37, Section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992
- Single Family Rehabilitation 14 DCMR, Chapter 28 First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
- Saving DC Homes from Foreclosure Emergency Amendment Act of 2010 (DC Act 18-635; 57 DCR 12404)

B12: Legal Services for Homeowners and/or Coop & Condo Associations

The Department seeks organizations to provide legal services to provide one or both of the services noted below. Grantees will conduct outreach to low- and moderate-income populations in need of these services.

- Legal Services to Seniors
  Seniors who are homeowners can be assisted by the Applicant to have legal services to assist Seniors to avoid housing instability or the loss of ownership of their home. In addition to their own attorney staff, Applicants may seek *pro bono* services from other members of the Bar.

- Legal Services to Coop-Condo Associations
  Legal services may be provided to Cooperatives and/or Condominiums ("Associations") to ensure housing stability. If Associations have problems in areas of legal entity status, required legal or financial filings, compliance issues, risk management concerns, board and member training, best legal practices, and collection of association fees (to name of few), such issues may threaten the member's housing stability, and the owners' (or members') investment in their properties. Selected applicants will provide legal services to Associations in low- and moderate-income census blocks to mitigate these concerns, to preserve housing stability of owners and to ensure well-functioning Associations and Boards.

B13: Technical Assistance for Coop and Condo Associations

The Department seeks one or more organizations to provide technical assistance to Associations. The situation many Associations may face is a need for training in best practices of Association management. Training in best practices and frequently encountered problem situations may be offered by the grantee not only to the Association Board but also to the owners in the Association. Association boards and their member owners frequently face issues of association fees not being paid, lack of income to fund reserves, special projects that would require a special assessment, and decisions of taking court action or being the defendant in a court action. These are just a few of the legal issues which may arise for the Association, in addition to the more routine matters of by-laws and required legal documents for the operation of the Association.

B14: Technical Assistance for Landlords of Small Rental Properties

Landlords of small rental properties face enormous challenges. They frequently lack the staff and the resources of large multi-family properties to deal with the many details of operations and asset management. Small unit properties cannot readily absorb mistakes or challenges.

In a ten-unit property, one vacancy is a 10% vacancy rate, while one unit in a 100-unit property is 1% vacancy rate. Yet, small unit properties are often the affordable renter properties. To preserve this housing stock as an affordable option, DHCD seeks grantees to provide Technical Support to Owners of Small Unit Properties (of 30 units or less).

Services can be provided through group training as well as through one-on-one counseling. Like many small business owners, owners can often benefit from a better understanding of accounting practices and financial statements (balance sheet, income statement, cash flow report). Knowledge of financing options is another common to many business owners. Topics such as these are particularly suitable to the needs of owners.

1. **Property Management Software**: Landlords often need help selecting and implementing property management software to track rent payments, maintenance requests, tenant information, and other critical operational data.

2. **Legal Compliance**: Guidance on navigating complex local, state, and federal housing laws and regulations related to fair housing, security deposits, evictions, and other landlord-tenant issues.

3. **Financial Management**: Guidance with accounting, tax preparation, and financial planning specific to rental property ownership and operations.

4. **Maintenance and Repairs**: Access to vetted contractors, tradespeople, and service providers to handle property maintenance, repairs, and upgrades in a timely and cost-effective manner.

5. **Tenant Screening and Selection**: Guidance and best practices with tenant screening processes, background checks, and selecting responsible renters to minimize vacancies and evictions.

6. **Marketing and Leasing**: Help with listing vacant units, advertising, showing properties, and executing leases to keep units occupied.

7. **Emergency Response**: Guidance on developing emergency plans and protocols to address unexpected events like natural disasters, property damage, or tenant issues.

8. **Asset Management Issues**: The ratios and metrics of asset management for multi-family properties provide a helpful guide to best practices. For example: Many landlords are unaware of the effect that certain metrics have in their properties. Slow "Make-Ready" times, refers to the length of time it takes to prepare an apartment to be shown to prospective tenants. Similarly, "turn time" refers to the times it takes to find a renter and receive the first month's rent. Slow turn times are also a drain on resources. When there are slow "make ready" and slow "turn times" the combined effect can be detrimental for the property's future. High turn-over rates among renters is another draw on the income. Other issues and topics include: What to do when you have a tenant who is not paying rent? What are the alternatives to eviction? How do the Court work? Are there pre-eviction resources? What legal services are available to the owner?

CATEGORY C: TENANTS AND TENANT GROUPS: SERVICES RELATIVE TO Tenants Opportunity to Purchase Act, Rental Conversion and Sale Division, and Rental Accommodations Division

The DC Tenants Opportunity to Purchase Act (TOPA) seeks to protect tenants and tenant groups from displacement due to sale of the property. The law allows tenants to purchase their apartment building. Tenants have the choice of maintaining the apartments for rent or converting to cooperatives or condominiums. DHCD seeks to preserve affordable housing in the District and limit displacement of low- and moderate-income households. For groups that choose coop or condo conversion, this provides a path to homeownership.

DHCD provides both financial assistance and technical assistance, as well as specialized organizational and development services, for tenant groups who are pursuing the purchase of their apartment buildings. Through DHCD's Development Finance Division, organized tenant associations may be provided with seed money, earnest money deposits, and acquisition and/or rehabilitation assistance. After acquisition and rehabilitation, DHCD also provides ongoing Board training and property management support to the newly formed cooperative or condominium Boards.

C15: TOPA: Pre-purchase Training

DHCD seeks one or more organizations which will provide pre-acquisition organizational and developmental counseling and training to tenant groups or tenant associations in support of their intent to purchase their building. These tenant groups must be preliminarily qualified as eligible for DHCD's Tenant Purchase Technical Assistance program. Grantees must provide the following services to tenant groups:

a) establishment of a tenant association.
b) selection and appropriate training of Board members.
c) training of captains (court, building and floor).
d) training in roles and functions of committee members; (5) training tenant groups in detail about the building purchase process.
e) training tenant associations in property management techniques.
f) provide training to the tenant association on each type of ownership; and conducting surveys of tenant associations to determine the appropriate form of ownership for their building (cooperative or condominium).

It is critical that Grantees in this service maintain an outreach to educate and inform low- and moderate-income tenants about their rights and opportunities provided by TOPA. Grantees are encouraged to make this a central aspects of their marketing plan, and to create

opportunities as well as avail themselves of opportunities to participate in educational outlets to reach tenants. Collaboration with other Grantees in this or similar service lines is encouraged. Grantees should participate in DHCD when and as those opportunities for outreach are available.

While training the tenant association, the grantee must be able to prepare and submit appropriate documentation required in the purchase process, including but not limited to tenant profiles and feasibility analyses, response to Notice of Sale of Building, preliminary development, acquisition, and rehabilitation plans, and operational plans.

The grantees must have skill and experience in negotiating the lease or purchase of the building. In addition, grantees must assist tenant groups in procurement related to the development, purchase, and rehabilitation process, including but not limited to attorneys, architects, engineers, financial and developmental consultants, private developers, appraisers, and property managers.

C16: TOPA: Post-Purchase Training

DHCD seeks one or more organizations which will provide ongoing post-acquisition counseling services which include property management and Board training for properties which have been purchased and/or rehabilitated with financial assistance from the DHCD Development Finance Division's First Right Purchase program. Generally, these are multi-family properties that have been purchased through limited equity cooperative agreements or condominium purchases. Therefore, non-profit Board training and development skill and/or experience, as well as multi-family property management skills are critical to providing effective counseling services. Services to be provided under this activity may include, but are not limited to:

a) establishing standards of evaluation for each participant's financial status and leadership capacity.
b) conducting annual management reviews of all Boards, oversee election and
c) training of new Board members.
d) assisting in the establishment of appropriate arrangements with required service providers such as exterminators, garbage collectors, landscapers, etc.
e) assisting in capital management planning and a stabilization plan for rehabilitation and/or refinancing.
f) tracking property vacancies and reviewing new applications for membership.
g) establishing and reviewing membership guidelines.
h) technical assistance in accounting, budgeting, and the preparation of financial statements for long-term financial viability.
i) providing Board of Directors with training as appropriate; and

j) other required management and support duties. Grantees will assist the condominium or cooperative in developing a budget for the overall management and carrying costs of the property.

Grantees will assist the Board and membership in all aspects of management, such as completion of the audit, Fair Housing issues, required individual, property, and Board insurance, taxes, the role of Board officers, evaluation of monthly financial performance, training on lender compliance, i.e. loan payments, income requirements. DHCD will likely negotiate assignment of specific properties to grantees for this service.

Legal Citations Governing Program Area in Category C:

Applicants to provide any service in Category C should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
Tenant Purchase Technical Assistance Program DC Code 42-3404.02
Rental Housing Conversion and Sale Act of 1980, as amended (DC Code 42-3401.01 et. seq.) (Also known as the Tenant Opportunity to Purchase Act or "TOPA")

C17: Services for Tenants and Tenant Organizations
(in partnership with Housing Regulation Administration, Rental Accommodation Division, Rental Conversion and Sale Division).

Activities under this service will supplement and enhance the services provided by DHCD's Housing Regulation Administration (HRA), which includes the Rental Accommodations Division (RAD) and the Rental Conversion and Sale Division (CASD).

RAD administers the Rental Housing Act of 1985 (D.C. Official Code § 42-3501.01 et seq.) which regulates residential rental housing registration and the rent stabilization program (commonly known as rent control). RAD oversees rent adjustment procedures, processes notices to vacate, reviews tenant petitions prior to adjudication by the Office of Administrative Hearings and adjudicates most types of landlord petitions. RAD also proposes rules and regulations for administration of the Rental Housing Act for review and publication by the Rental Housing Commission.

CASD administers the Rental Housing Conversion and Sale Act of 1980 (D.C. Official Code § 42- 3401.01 et seq.) which regulates the sale or transfer of ownership interests under the

Tenant Opportunity to Purchase Act of 1980 (TOPA) (D.C. Official Code § 42-3401.01 et seq.), the conversion of use of rental housing to condominium or cooperative ownership and residential condominium formation and registration under the Condominium Act of 1976 (D.C. Official Code § 42-1901.01 et seq.). Further, CASD administers a Housing Assistance Payment program (HAP), under which tenants may be eligible for rent assistance if they are displaced due to the conversion of use of their apartment building to condominium or cooperative ownership.

CASD also proposes rules and regulations for administration of the Rental Housing Conversion and Sale Act of 1980.

DHCD seeks one or more organizations which will support RAD and CASD operations by providing counseling and tenant education services to tenants and tenant groups. Grantees must provide counseling and training assistance to tenants and tenant organizations regarding the District's rental housing laws and tenant and landlord rights and responsibilities.

For CASD, grantee organizations must provide counseling and training concerning: (1) tenants' TOPA rights when a landlord intends to sell, demolish, or discontinue rental housing use; (2) transfers of rental housing ownership or economic interests; (3) assisting tenants or tenant organizations in exercising their right to purchase; (4) informing tenants or tenant organizations relating to partner-investors and assigning TOPA rights; (5) conversion of use from rental housing to condominium or cooperative ownership by tenant elections, or conversion in lieu of tenant elections; (6) the Housing Assistance Payment program and relocation assistance; (7) tenant organization formation, incorporation, and registration; (8) protections for elderly or disabled tenants; (9) coercive or retaliatory activities; (10) tenant rights when rental housing is in foreclosure; (11) notices of intent to convert use from rental housing to condominium or cooperative ownership; and (12) relocation counseling for displaced tenants.

For RAD, service providers must demonstrate the ability to counsel and train tenants and tenant organizations on rent control provisions including properties that are regulated by or exempted/excluded from rent stabilization under the Rental Housing Act:

1) petition- based and annual rent increases.
2) executing and filing tenant petitions.
3) responding to landlord petitions.
4) protections for elderly and disabled tenants.
5) RAD's conciliation services.
6) notices to vacate and eviction procedures.
7) disclosures to tenants.
8) changes and decreases in services and facilities.

9) learning about and securing enforcement of housing condition regulations.
10) security deposits.
11) understanding lease provisions.
12) rent increases if a property is not under rent control.
13) appealing decisions of the Rent Administrator or the Office of Administrative Hearings; and
14) relocation counseling for displaced tenants. Note: Advocacy on behalf of tenant groups, or tenant rights assignees– including, but not limited to, legal advice or advocacy on tenants or tenant organizations' behalf in negotiations with a property owner–is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators, and not as advocacy groups. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns, or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a grantee is to ensure that tenants understand all available options.

Direct Counseling to Tenants and Tenant Groups: tenant counseling services will be designed to educate tenants in privately-owned properties about their legal rights and opportunities. This service is to be provided to tenants and tenant groups which are not subject to foreclosure and have not selected to exercise their Opportunity to Purchase Rights and/or Right of First Refusal under TOPA. It also includes providing other services and tenant education, which may not fall into the categories of services outlined above, such as eviction counseling, relocation counseling, apartment search, or apartment management.

DHCD seeks one or more organizations with the capacity to bring a range of resources to prevent involuntary displacement and to provide opportunities for continued affordable rental housing. Grantees must provide counseling services to tenants and tenant groups which include, but are not limited to: (1) outreach to tenant groups upon notice of one-year potential for subsidy expiration; (2) technical assistance in negotiations between owners and HUD relative to the renewal of federal subsidy contracts; (3) counseling for tenants in buildings where the subsidy will be lost and the tenant(s) must move; (4) counseling for tenants who are behind in their rent on best-action options; and (5) appropriately referring tenants who are in landlord/tenant disputes to all available resources. Grantees must also conduct research using the many databases and research tools available to identify properties that have a critical need for counseling assistance, including but not limited to DCHousingsearch.org. Note: Advocacy on behalf of tenant groups or tenants' rights assignee –including, but not limited to, legal advice or advocacy on tenants or tenant organizations behalf in negotiations

with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators and not as tenant advocates. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a prospective grantee is to ensure that tenants understand all available options.

Additional Legal Citations Governing Programs in Category C.

Applicants to provide any service in this Category and should review in detail the legal citations governing DHCD's rental accommodation functions:
(1) the Rental Housing Act of 1985, D.C. Official Code § 42-3501 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapters 38-44.
(2) the Rental Housing Conversion and Sale Act of 1980, D.C. Official Code § 42-3401 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapter 47.
(3) the Condominium Act of 1976, D.C.

Official Code § 42-1901 et seq.; (4) D.C. Official Code § 42-1901 et seq.; (5) the First Right to Purchase Program, title 14 of the District of Columbia Municipal Regulation, chapter 2700; and (6) Housing Conditions, Title 14 of the District of Columbia Municipal Regulations, Chapters 1-15. Submission of an application relevant to these services presumes that the applicant intends to meet all requirements to provide counseling to tenants and tenant groups pursuant to these above referenced citations.

3.3 Geographic Distribution of Services

The Department's decision to select one or more grantees to provide services will be influenced by the potential geographical distribution of service among the qualified applications received. Applicants can designate their proposed service areas in the District based on their by-laws, Board policies, etc. However, the Department reserves the right to designate any service areas it deems appropriate or necessary in making awards and negotiating grant terms. In reviewing the applicant pool, the Department's priority will be to ensure that excellent affordable housing counseling and training services are provided to all low- and moderate-income citizens of the District of Columbia. The Department will seek to bring parity in the quality of all housing services provided for all areas of the District through the award and ongoing management of these grants.

3.4 Marketing and Outreach

Marketing Plan to be submitted: Marketing and outreach are critical aspects of the grant's work. Grantees' efforts ensure these programs and services' success and desired impact. No Grantee or service is exempt from this requirement. Applicants must submit a detailed marketing and outreach plan for the services they are applying for. The plan should be detailed and not assume an understanding that has not been stated. Marketing should be included in the proposed budget and work plan.

DHCD will review and approve the marketing plan. In accordance with agency policy, marketing activities should highlight partnerships with and funding by DHCD.

Aspects of Marketing and Outreach to be considered:

- Continuous and consistent marketing and outreach are essential to achieving these services' objectives and maximizing public awareness of DHCD housing programs.
- Because of DHCD's diverse target population, grantees must utilize various marketing tools.
- Grantees are responsible for distributing DHCD program materials at community forums, public events, homeownership meetings, and fairs. Marketing and outreach may include but are not limited to, websites, email blasts, blogs, listservs, Twitter, Facebook, YouTube, Hope Hotline, flyers, door-to-door visits, community meetings, use of cable television (Channel 16), and public service announcements.

Coordinated with the Department: The grantee's marketing and outreach must be coordinated with DHCD. Grantees are expected to continually assess the success and impact of their marketing efforts to identify the most effective and efficient ways of reaching low– and moderate-income populations.

Participation in Department Marketing Activities: As required by DHCD, Grantees must participate in public activities and events related to housing opportunities. These may include but are not limited to tabling at events, participating in panel discussions, and providing speakers to groups, agencies, or organizations that request them.

DHCD Acknowledgement: Grantees must always acknowledge such housing assistance activities as Department of Housing and Community Development programs in any distributed print or electronic materials. DHCD must approve all such materials before distribution.

Use of DHCD Logo: All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or entirely, by the Department.

1. The written or printed materials must include the authorized DHCD logo.
2. Written or printed materials include, but are not limited to, newspaper, radio, and television announcements or advertisements. Websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.

4. The grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to the Grantee.
5. The grantee must provide copies of all marketing materials, brochures, flyers, and other materials that publicize grant-funded activities to the Grantor via email at dhcd.occo@dc.gov
6. The grantee shall publicize as appropriate to its constituency through social media, print, and online postings, DHCD communications, and events related to Grant-supported activities.

Diversity and Language Access in Marketing: Grantees must demonstrate the capability to effectively serve and communicate with the District's various non-English speaking and special needs populations. This means that marketing and outreach materials must be made available in multiple languages and media based on the needs of those populations. The grantee must demonstrate its intent and capability to comply with the District's Language Access Law. In addition, grantees must demonstrate the availability of appropriate staffing to ensure compliance with the District's Language Access Law.

3.5 Focus Areas and Neighborhood Revitalization Strategy Areas (NRSA)

DHCD has identified specific areas of the District as "Focus Areas." These Areas represent areas where the District has invested in funding to create and preserve affordable housing. Focus Areas follow main routes through the District and their associated neighborhoods. In many cases, business owners are centered on these major routes, while resident services will be seen as more appropriate for those in the communities. Applicants must ensure services are delivered to low- and moderate-income households or areas as part of their program (Housing Services, Small Business Technical Assistance, Façade Improvement). This is a CDBG requirement.

- For Housing Counseling applicants, these Focus Areas should be used to plan outreach activities to inform residents of their services.
- For SBTA and Façade grantees, the Focus Areas define the geographical areas of the District in which they will provide services. In this latter case, the Focus Areas define not only their outreach area but also their service area.

NRSAs Targeting East of the River

The Department obtained the HUD designation for the Neighborhood Revitalization Strategy Area (NRSA) for the Focus Areas in Wards 7 and 8. DHCD has designated areas of Historic Anacostia in the city's Southeast and Far Northeast communities as Neighborhood Revitalization Strategy Areas (NRSAs). This designation will allow the city to target Community Development Block Grant (CDBG) funding that supports economic and community revitalization efforts. These include Martin Luther King Jr Avenue, Marion Barry Avenue, Minnesota Avenue, and Benning Road. However, all areas of Ward 7 and Ward 8 remain the focus of the grantee's work and outreach.

For communities outside of the NRSA areas, DHCD has designated Focus Areas throughout the District. Applicants are encouraged to partner with other community-based organizations. This collaboration can include cross-disciplinary collaboration. For example, a Façade grantee may partner with an SBTA grantee to provide business owners various services encompassing both disciplines. Housing service grantees may partner to promote or provide services one grantee offers, but another may not. The key to collaboration is an outlook of being partners, not competitors.

The following is a list of the Focus Areas and some of their associated neighborhoods. The outreach plans can include other nearby neighborhoods, mindful of the low-income requirements. Each applicant is asked to select one or more Focus Areas for their application. Please note that this is a minimum, and applicants may choose more than three. Applicants will be asked to provide reporting on outreach activities.

The following is a list of the Focus Areas outreach plans, mindful of the low and income requirements.

Focus Areas/Neighborhoods

- **16th St NW Corridor** near the intersection with Havard St NW (Columbia Heights) in Ward 1
- **Georgia Ave and New Hampshire Ave NW Corridor** (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- **Rhode Island Ave and South Dakota Ave NE Corridor** (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 4 and Ward 5
- **M Street and South Capitol Streets SW Corridor** (Greenleaf and Waterfront) in Ward 6
- **Benning Road and Florida Ave NE Corridor** (NoMa/Ivy City/Trinidad) in Ward 5 and Ward 6
- **Minnesota Ave and Benning Rd NE Corridor** (Benning, Greenway) in Ward 7
- **Pennsylvania Ave and Minnesota Aves SE Corridor** (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- **East Capitol and Benning Rd Corridor** (Capitol View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- **Marion Barry Ave and Martin Luther King Aves SE Corridor** (Historic Anacostia, Fairlawn, Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- **Marion Barry Ave and Alabama Aves Corridor** (Skyland, Woodland, Garfield Heights) in Ward 8
- **Martin Luther King Ave and Alabama Ave Corridor** (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- **South Capital St and Chesapeake St SE Corridor** (Bellevue, Washington Highlands) in Ward 8

FY23 Housing Counseling Services Workplan

Organization Name: Lydia's House of Southeast
Grant Number: 2022-23

Performance Period: 2/1/2023 to 09/30/2023

RFA Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	NRSA Goal 2 & 3 Job Service	Total
A3	HUD Housing Counseling	16	Number of First Time Homebuyers Purchasing Homes					
A3		700	Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (estimate)	Public Service or NRSA		$0.00	$89,790.00	$89,790.00
A3		750	Number of 1 1 Counseling Sessions (Budget & Credit)					
A3		900	Number of unduplicated households					
A1		850	Number of 1 1 Homebuyer Counseling Sessions					
A1		700	Number of unduplicated households					
A2	8-Hour Homebuyer Class	8	Number of 8-hour Homebuyer Educational Classes	Public Service or NRSA		$0.00	$56,112.50	$56,112.50
A2		600	Number of Attendees at 8 hour Homebuyer Classes					
A2		600	Number of DHCD Certificates issued					
A3	MHAP (EAHP/MEAHP)	8	Number of MHAP Pre Purchase Orientations conducted					
A3	(MFS ONLY)	201	Number of Attendees at MHAP Orientations	Non-Public Service or NRSA		$43,550.00	$21,445.00	$65,995.00
A3		175	Number of Files submitted to MHAP Administrator					
A3		200	Number of 1 1 MHAP Counseling Sessions					
A3		150	Number of unduplicated households					
A4	EZ/ADU Orientations	16	Number of EZ Orientations Conducted					
A6		1500	Number of Attendees at EZ Orientations	Public Service or NRSA		$0.00	$19,976.85	$19,976.85
A4		1500	Number of DHCD Certificates issued					
A5	EZ/ADU Income Certifications	0	Number of EZ/ADU Income Certifications completed	Public Service or NRSA		$0.00	$0.00	$0.00
A6	FADD	0	Number of FADD group training/coaching					
A6		0	Number of Attendees at FADD group training	Public Service or NRSA		$0.00	$0.00	$0.00
A6		0	Number of 1 1 FADD sessions (if applicable)					
A6		0	Number of unduplicated households receiving 1 1 FADD sessions					
A6		0	Number of FADD income Certifications					
A7	General Housing Services & Information (Group Trainng)	6	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)					
A7		45	Number of Attendees at Financial Literacy Trainings	Public Service or NRSA		$0.00	$9,426.90	$9,426.90
A7		0	Number of Homebuyer Clubs Meetings					
A7		0	Total of Attendees at Homebuyer Club Meetings					
A7		0	Number of group trainings or workshops not reported in other categories					
A7		0	Number of Attendes at group trainings or workshops not reported in other categories					
B10	Eviction Counseling	0	Number of Eviction workshops					
B10		0	Number of Attendees at Eviction workshops					
B10		0	1 1 Eviction Counseling	Public Service or NRSA		$0.00	$0.00	$0.00
B10		0	Unduplicated households 1 1 Eviction Counseling					
B10		0	Number referred to Attorney(s) for Legal Services					
B10		0	Number of 1 1 Attorney Consultations (Law Firm Subrecipients Only)					
B10		0	Number of Unduplicated clients participating in 1 1 Legal Consultations (Law Firm Subrecipients Only)					
B10		0	Number Evictions Prevented					
B11	SFRP	6	Number of SFRP Orientations conducted (required)					
B11		100	Number of 1 1 Intake sessions	Public Service or NRSA			$9,426.90	$9,426.90
B11		100	Number of unduplicated households					
B11		40	Number of complete applications submitted in SFRP Portal					
B12	Legal Services for Servers, Coops and Condos	0	Server households receiving legal services					
B12	(Law Firm Subrecipients Only)	0	Coop Associations receiving legal services					
B12		0	Condo Associations receiving legal services					
B12		0	Number of Pro Bono Legal Services Recruited and Retained					
B12		0	Number of Trainings for Law Firms (Trainers)					
B12		0	Number of Attendees at trainings for Law Firms (Attendees)					
B12		0	Number of new partnerships created					
B12		0	Total Number of Trainings to and work with Pro Bono Provided	Public Service or NRSA				$0.00
B12		0	Number of outreach presentations conducted					
B12		0	Number of outreach activities conducted					
B12		0	Number of Senior households that received Legal Counsel or Consultation					
B12		0	Number of Senior households that received Legal Representation					
B12		0	# of clients helped with Schedule H					
B12		0	# of clients helped with life planning docs					
B12		0	# pro bono attorneys engaged in housing-related matters					
B12		0	# veterans receiving legal counsel/advice					
B13	Technical Assistance for Co-Ops and Condo Associations	0	Number of Co-Op Associations receiving Technical Assistance					
B13	Coops	0	Number of Action Plans written for Co-Op Association's					
B13	Coops	0	Number of Successful Outcomes for Co-Op Associations					
B13	Coops	0	Number of Asset Management Improvement Services Provided for Co-Op					
B13	Coops	0	Number of Asset Management Tactical Support Services Provided to Co-Op					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Legal Assistant Services provided to Distressed Co-Op Associations					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Organization Sustainability Tactical Support Services Provided to Co-Ops					
B13	Coops	0	Number of Ownership Educations Sessions provided to different ownership models including shared equity					
B13	Coops	0	Number of Relocation Plans completed and accepted for Co-Ops					
B13	Coops	0	Numbers of Trainings on Board Operations Governance & Management to Co-ops					
B13	Coops	0	Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management					
B13	Coops	0	Number of written Asset Management & Sustainability Plans for Co-Ops	Public Service or NRSA				$0.00
B13	Condos	0	Number of Condo Associations receiving Technical Assistance					
B13	Condos	0	Number of Action Plans written for Condo Associations					
B13	Condos	0	Number of Successful Outcomes for Condo Associations					
B13	Condos	0	Number of Asset Management Improvement Services Provided for Condo					
B13	Condos	0	Number of Annual Survey of Clients (interactive) to gauge success and appropriate methodologies completed for Condo					
B13	Condos	0	Number of Asset Management Tactical Support Services Provided to Condo					
B13	Condos	0	Number of Legal Assistant Services provided to Distressed Condo Associations					
B13	Condos	0	Number of Consultative Services Provided to Condo Associations and Clients					
B13	Condos	0	Number of Organization Sustainability Tactical Support Services Provided to Condo Associations					
B13	Condos	0	Number of Relocation Plans completed and accepted for Condo Associations					
B13	Condos	0	Numbers of Trainings on Board Operations Governance & Management to Condo Associations					
B13	Condos	0	Number of written Asset Management & Sustainability Plans for Condo Associations					
B13	Coops and Condos	0	Number of Annual Survey of Clients (interactive) to gauge success and appropriate methodologies completed					
B13	Coops and Condos	0	Number of Associations (Coops and Condos) referred to private network Law Firms					
B13	Coops and Condos	0	Number of Trainings on Development including Relocation and Construction Management					
B14	Technical Assistance for Small Apartment Owners (25 units and less)	0	Number of Inquiries Received					
B14		0	Number of Owners/Managers receiving Services	Public Service or NRSA				$0.00
B14		0	Number of Action Plans Written					
B14		0	Number of Action Plans Implemented/Completed					
B14		0	Number of Owners/Managers needing Asset Management Guidance					
B8	General Home Management (Post Purchase Non-Delinquent)	4	Number of Homeownership Preservation Workshops					
B8		25	Number of Attendees at Homeownership Preservation Workshops	Public Service or NRSA			$4,489.88	$4,489.88
B8		2	Number of Post-Purchase Workshops (not including Homeownership Preservation)					
B8		25	Number of Attendees at Post Purchase Workshops (not including Homeownership Preservation)					
B8		25	Number of 1 1 Post Purchase Counseling Sessions					
B8		25	Number of Unduplicated Households participating in 1 1 Post Purchase Counseling Sessions					
B9	Foreclosure Counseling	2	Number of Foreclosure Workshops					
B9		30	Number of Attendees at Foreclosure Workshops					
B9		30	Number of 1 1 Foreclosure Counseling Sessions	Public Service or NRSA			$9,426.90	$9,426.90
B9		30	Number of Unduplicated Households participating in 1 1 Foreclosure Counseling Sessions					
B9		0	Number of 1 1 Attorney Consultations (Law Firm Subrecipients Only)					
B9		0	Number of Unduplicated clients participating in 1 1 Legal Consultations (Law Firm Subrecipients Only)					
B9		0	Number referred to Attorney(s) for Legal Services					
B9		6	Number of Foreclosures Prevented					
C15	TOPA Pre-Purchase Counseling & Training	0	Number of TOPA Meetings with Tenant Association					
C15		0	Number of Attendees at TOPA Meetings	Public Service or NRSA				$0.00
C15		0	Number of TOPA Training Workshops to Tenants					
C15		0	Number of Attendees at TOPA Training Workshops					
C16	TOPA Post-Purchase Counseling & Training	0	Number of TOPA Post Purchase Training Workshops					
C16		0	Number of Attendees at TOPA Post Purchase Workshops	Public Service or NRSA				$0.00
C16		0	Number of unduplicated households					
C16		0	Number of one on one counseling sessions					
C36		0	Number of group training/coaching					
C17	Tenant Counseling for HRA - Rental Accommodation Division	0	Number of unduplicated households					
C17		0	Number of one on one counseling sessions	Public Service or NRSA				$0.00
C17		0	Number of group training/coaching					
C17		0	Number of Attendees at group training/coaching					
Marketing	MARKETING AND OUTREACH	1	Housing Fair					
Marketing		4	Other Tabling Events					
Marketing		1500	Flyers Distributed	Public Service or NRSA			$1,366.75	$1,366.75
Marketing		50	Social Media Posts (Facebook, LinkedIn, Instagram)					
Marketing		500	Mailings					
Marketing		1	Paid Advertising (display ads in print)					
Marketing			Other					
Marketing			Other					
	TOTALS	13359			$0.00	$43,550.00	$234,450.00	$278,000.00

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit B Budget

- Schedules A (3-1) and A (3-2) for the First Performance Period

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM
Budget Form A (3-1): Total Grant Budget

Rev. 12/09/2024

ORGANIZATION NAME:	Lydia's House in Southeast
PERIOD OF PERFORMANCE:	2/1/2025-9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (If applicable):	
WARD (If applicable):	Ward 7 & 8
TYPE OF ACTIVITY:	

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$171,582.53	$0.00	$171,582.53
Credit Report	$20,760.95	$0.00	$20,760.95
Space	$23,200.00	$0.00	$23,200.00
Insurance	$8,500.00	$2,539.46	$11,039.46
Telephone	$6,000.00	$1,235.43	$7,235.43
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$4,000.00	$4,000.00
Training	$0.00	$2,600.00	$2,600.00
IT Services & Support	$3,000.00	$0.00	$3,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$233,043.48	$10,374.91	$243,418.39
Total Indirect Costs (De Minimis Cost Rate 15%)	$34,956.52		$34,956.52
Total Costs	$268,000.00	$10,374.91	$278,374.91

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 12/09/2024

ORGANIZATION NAME:	Lydia's House in Southeast
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 to 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Number of Hours	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
Personnel Subtotals						$142,985.44

Fringe Benefits (Max 20%)	$28,597.09
Total NBAP Grant Personnel Costs	$171,582.53

Exhibit C Required Reporting

- Monthly Performance Report
- Monthly Report of Group Trainings
- Monthly Report on Outreach and Marketing Activities
- Monthly Reporting of Special Activities
- Monthly Reporting of changes in personnel relative to grant work and payroll
- Quarterly Beneficiary Data
- Quarterly Language Access Report
- Quarterly Data Report

DC Department of Housing and Community Development

Deadline 00/00/0000

FY25 RFA: Housing Services

SHOW PROGRAM OVERVIEW | SHOW PROGRAM REQUIREMENTS

SHOW RFA SECTION 3.2 - HOUSING SERVICES: DESCRIPTION OF HOUSING PROGRAMS AND SERVICES | SHOW LIBRARY

HIDE ZOOMGRANTS HELP | SHOW ANNOUNCEMENTS 1

ZoomGrants Help [hide this]

Creating a New Application to Submit
The 'Saving' screen is still flashing...now what?
Missed Deadline FAQs
Invite Collaborators to Work on Application

Applicant View

Application Status: Not Submitted

Basic Information | Part I and II-Application Narrative Questions | Budget | Organizational and Financial Capacity | Required Attachments | Activity Log

Report: **OVERDUE** | Report Totals

Ask a Report Question

(answers are saved automatically when you move to another field)

Instructions Show/Hide

As in the past, Performance Reporting is divided into three sections:

- **Workplan Metrics** (numbers only),
- **Accomplishment Narrative** (Text Boxes), and
- **Various uploads** (spreadsheets usually).

This data is extremely important. Reports can affect performance goals and funding. Your reports are used to report to the City Administrator, the Mayor (including DMPED) and to the District Council and its Committee on Housing. Where uploads are required, **use excel files or Word files.** This will allow your information to be uploaded into the database and reported to District leaders.

For **Workplan Metrics,** use only numbers or leave it blank**. Letters such as N/A are to be avoided.** This will make your report impossible to be uploaded in the DHCD database and will require your corrections. Only numbers zero (0) and above can be used. If a metric is left blank, it will be treated as a zero.

In the **Accomplishment Narrative**, text boxes are provided to provide statements of activities or the information requested. In the first Report, please answer Question 22 (Points of Contact) with all points of contact for the areas mentioned. Thereafter in subsequent months, if there are no changes, it is okay to say, "No Changes". The same is true for Question 21 (staffing). Please answer Question 23 (Success Stories), Question 24 (Good News), Question 25 (Other DC agencies and initiatives). Question 26 is important. Remember the RFA asked applicants to align outreach to the Focus Areas mentioned on pages 33 and 34 of the RFA. Mentioning specific Focus Areas in the narrative for Q26 is helpful.

The **Document Upload** section is where excel spreadsheets (usually, sometimes Word Documents) are uploaded. **PDFs cannot be uploaded into database.** [The District of Columbia is fortunate to have many DC Based Programs such as HPAP, IZ/ADU, PADD, SFRRP, TOPA, HRA/RAD related activities, as well as direct services to tenants and tenant groups, and services to Condo/Coop Associations. DHCD staff need monthly reporting in order to better do their work and respond to the needs of DC citizens. These reports are shared directly with the appropriate program manager.]

There three areas of your activities will be reported on a monthly basis to help us meet our HUD and DC Government requirements and the needs of DC residents.

Reporting for Fiscal Year 2025 will begin with Report # 1. The end of Government's fiscal year (9/30/2025) will conclude with Report # 10 and the close-out of FY25 Purchase Orders. The complete schedule is below for the monthly report.

Other Reporting: Beneficiary Data and Language Access

Other reports are also required. These include **Beneficiary Report** and **Language Access Report.** These two reports are required on a quarterly basis. These reports will not be answered within ZoomGrants. The Office of Program Monitoring will provide the spreadsheets to use for these quarterly reports. Please see your Grant Agreement for additional information about the monthly and quarterly reports. Please note, the Beneficiary Report corresponds to the sources and uses of your Grant Agreement. A separate Beneficiary Report is needed for each type of funding awarded: Public Service (PS), Non-Public Service (NPS) and NRSA Wards 7 & 8 PS and NPS.

These quarterly reports will be due:

Oct/Nov/Dec 2/24/2025

Jan/Feb/March 4/10/2025

April/May/June 7/10/2025

July/August/Sept 10/10/2025

Please note we cannot extend these deadlines since they are HUD's deadlines and not in our control. Please submit your report on schedule.

Please remember HUD views reporting and reimbursement requests as inseparable and therefore to be coordinated at the same time. Please avoid not filing on the deadline.

Monthly Reporting on Performance and Accomplishments

Report Number Period Covers Due Date

Report Number	Period Covers	Due Date	Notes
Report 1	FY25 Q1 (Oct/Nov/Dec)	03/03/2025	
Report 2	January	03/03/2025	
Report 3	February	03/10/2025	
Report 4	March	04/10/2025	
Report 5	April	05/10/2025	
Report 6	May	06/10/2025	
Report 7	June	07/10/2025	
Report 8	July	08/10/2025	
Report 9	August	09/10/2025	
Report 10	September	10/10/2025	

In ZoomGrants reporting, there are data questions. Please enter only a whole number. If a particular question doesn't apply to your statement of work and workplan, please enter zero. The narrative questions also require a response. If there is nothing to report in the narrative, please enter a statement such as "No changes" or "Not applicable".

Report 1: **3/3/2025** Report 2: **3/3/2025** Report 3: 3/10/2025 Report 4: 4/10/2025 Report 5: 5/10/2025

Report 6: 6/10/2025 Report 7: 7/10/2025 Report 8: 8/10/2025 Report 9: 9/10/2025 Report 10: 10/10/2025

Report 1: 3/3/2025

This report is OVERDUE. Submit Report 1

Agency

This is a branching question. The system will remove questions that do not apply to you based on your answer to Question #1.

Please disregard the number sequencing.

1. Identify Your Agency Name

This is a branching question. Only the questions that apply to your agency will appear.

- ○ CARECEN-Central American Resource Center
- ○ Centro de Apoyo Familar

- ○ Greater Washington Urban League, Inc.
- ○ Housing Counseling Services
- ○ Latino Economic Development Corporation of Washington DC
- ○ Legal Counsel for the Elderly
- ○ Lydia's House in Southeast, Inc.
- ○ Manna, Inc.
- ○ Marshall Heights Community Development Organization, Inc.
- ○ Mi Casa
- ○ Neighborhood Legal Services Program of the District of Columbia
- ○ University Legal Services

Workplan Accomplishment Metrics

2. A1: HUD Housing Counseling

Ignore the auto-total number.

Number of First Time Homebuyers Purchasing Homes

Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)

Number of 1:1 Counseling Sessions (Budget & Credit)

Number of unduplicated households

Number of 1:1 Homebuyer Counseling Sessions

Number of unduplicated households

3. A2: 8-Hour Homebuyer Class

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of 8-hour Homebuyer Educations Classes

Number of Attendees of 8-hour Homebuyer Classes

Number of DHCD Certificates issued

4. A3: HPAP (EAHP/NEAHP)

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of HPAP Pre Purchase Orientations conducted

Number of Attendees at HPAP Orientations

Number of Files submitted to HPAP Administrators

Number of 1:1 HPAP Counseling Sessions

Number of unduplicated households

5. A4: IZ/ADU Orientations

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of IZ Orientations Conducted

Number of Attendees at IZ Orientations

Number of DHCD Certificates issued

6. A5: IZ/ADU Income Certifications

Ignore the auto-total number.

Number of IZ/ADU Income Cetifications completed

7. A6: PADD

Ignore the auto-total number.

Number of PADD group training/coaching

Number of Attendees at PADD group training

Number of 1:1 PADD sessions (if applicable)

Number of unduplicated households receiving 1:1 PADD sessions

Number of PADD Income Certifications

8. A7: General Housing Services & Information (Group Training)

Ignore the auto-total number.

Number of Financial Literacy Trainings (including but not limited to credit & budgeting)

Number of Attendees at Financial Literacy Trainings

Number of Homebuyer Clubs Meetings

Total of Attendees at Homebuer Club Meetings

Number of group trainings or workshops not reported in other categories

Number of Attendes at group trainings or workshops not reported in other categories

9. B8: General Home Management (Post Purchase Non-Delinquent)

Ignore the auto-total number.

Number of Homeownership Preservation Workshops

Number of Attendees at Homeownership Preservation Workshops

Number of Post-Purchase Workshops (not including Homeownership Preservation)

Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)

Number of 1:1 Post-Purchase Counseling Sessions

Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions

10. B9: Foreclosure Counseling

Ignore the auto-total number.

Number of Foreclosure Workshops

Number of Attendees at Foreclsoure Workshops

Number of 1:1 Foreclosure Counseling Sessions

Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number of Foreclsoures Prevented

11. B10: Eviction Counseling

Ignore the auto-total number.

Number of Eviction workshops

Number of Attendees at Eviction workshops

1:1 Eviction Counseling

Unduplciated households 1:1 Eviction Counseling

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number Evictions Prevented

12. B11: SFRR

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of SFRRP Orientations conducted (required)

Number of 1:1 Intake sessions

Number of unduplicated households

Number of complete applications submitted in SFRRP Portal

13. B12: Legal Services for Seniors, Coops and Condos

Ignore the auto-total number.

Senior households receiving legal services

Coop Associations receiving legal services

Condo Associations receiving legal services

Number of Training for Law Firms

Number of Attendees at law firm training

Number of outreach activities

Number of new partnerships initiated

Number of clients helped with Schedule H

Number of clients helped with life planning docs

Number pro bono attorneys engaged in housing-related matters

Number veterans receiving legal counsel/advice

14. B13: Technical Assistance for Coop

Ignore the auto-total number.

Number of Co-Op Associations receiving Technical Assistance

Number of Action Plans written for Co-Op Associations

Number of Successful Outcomes for Co-Op Associations

Number of Asset Management Improvement Services Provided for Co-Op

Number of Asset Management Tactical Support Services Provided to Co-Op

Number of Consultative Services Provided to Co-Op Associations and Clients

Number of Legal Assistant Services provided to Distressed Co-Op Associations

Number of Organization Sustainability Tactical Support Services Provided to Co-Ops

Number of Ownership Educations Sessions provided to different ownership models including shared equity

Number of Relocation Plans completed and accepted for Co-Ops

Numbers of Trainings on Board Operations Governance & Management to Co-ops

Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management

Number of written Asset Management & Sustainability Plans for Co-Ops

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Co-Op Associations

Number of Associations (Coops) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Co-Op Associations

15. B13: Technical Assistance for Condo Associations

Ignore the auto-total number.

Number of Condo Associations receiving Technical Assistance

Number of Action Plans written for Condo Associations

Number of Successful Outcomes for Condo Associations

Number of Asset Management Improvement Services Provided for Condo

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo

Number of Asset Management Tactical Support Services Provided to Condo

Number of Legal Assistant Services provided to Distressed Condo Associations

Number of Consultative Services Provided to Condo Associations and Clients

Number of Organization Sustainability Tactical Support Services Provided to Condo Associations

Number of Relocation Plans completed and accepted for Condo Associations

Numbers of Trainings on Board Operations Governance & Management to condo associations

Number of written Asset Management & Sustainability Plans for Condo Associations

Number of Associations (Condos) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Condo Associations

16. B14: Technical Assistance for Small Apartment Owners (25 units and less)

Ignore the auto-total number.

Number of Inquiries Received

Number of Owners/Managers receiving Services

Number of Action Plans Written

Number of Action Plans Implemented/Completed

Number of Owners/Managers needing Asset Management Guidance

17. C15: TOPA Pre-Purchase Counseling & Training

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Meetings with Tenant Association

Number of Attendees at TOPA Meetings

Number of TOPA Training Workshops to Tenants

Number of Attendees at TOPA Training Workshops

18. C16: TOPA Post-Purchase Counseling & Training

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Post Purchase Training Workshops

Number of Attendees at TOPA Post Purchase Workshops

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

19. C17: Tenant Counseling for HRA - Rental Accommodation Division

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

Number of Attendees at group training/coaching

20. Marketing & Outreach

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Housing Fairs

Other Tabling Events

Flyers Distributed

Social Media Posts (Facebook, LinkedIn, Instagram)

Mailings

Paid Advertising (display ads in print)

Other

Accomplishment Narrative

21. Staffing Information: Any changes (terminations or new hires) in staff members who are on the grant? Or in the Executive Leadership or Management Team? Number of HUD Certified Counselors (expressed as FTEs) on staff at the

end of this reporting period?

Maximum characters: 1000. You have 1000 characters left.

22. Who are the current Points of Contact and email for the following: 1) Executive Leader (NOTE: Executive leader is copied on all communication): 2) Grant/Fund Development: 3) Grant/Accounting: 4) Program Managers/Directors/Supervisors:

Maximum characters: 1000. You have 1000 characters left.

23. Please provide us with client success story/stories for this quarter by program. You may provide a link to an article that has been written for other purposes (newsletter, website, or newspaper article).
Redact (use a pseudonym) for any client name or other personal identifying information if you have not received a release.

Maximum characters: 3000. You have 3000 characters left.

24. Any good news to share? Any events and activities coming up? (e.g. obtained other grant funds to leverage DHCD grant, Open Houses, Presentations, Community Events, etc.)
Upload a calendar of upcoming program events (in-person or webinars).

Maximum characters: 3000. You have 3000 characters left.

25. Describe your organization's involvement in other projects or initiatives with other District agencies.

Maximum characters: 3000. You have 3000 characters left.

26. Describe your marketing and outreach during this period. What groups or areas did you market to, numbers, and in what way did you contact them (mail, event, email, personal, media, etc.)?

Maximum characters: 3000. You have 3000 characters left.

27. Describe any specific obstacles (if any) to your organization's program or service delivery during this period?

Maximum characters: 3000. You have 3000 characters left.

Documents Requested *	Required?	Uploaded Documents *	
ALL: Procurement Report, as applicable Download template: Procurement Report			Upload
ALL: Language Access for Outreach and Group Sessions Download template: Language Access for Outreach and Group Sessions	Required		Upload
ALL: Calendar of Next Quarter (3 months) of Orientations, Trainings, Workshops & 8-Hour Classes	Required		Upload
A-2 HBE 8-Hour Class Attendance Certificates Download template: A-2 HBE 8-Hour Class Attendance Certificates			Upload
A-3 Homebuyer Assistance Program Intake Download template: A-3 Homebuyer Assistance Program Intake			Upload
A-4 IZ Orientation Attendance Certificates Download template: A-4 IZ Orientation Attendance Certificates			Upload
B-11 SFRRP Intake Download template: B-11 SFRRP Intake			Upload
C-15 and C-16 TOPA Reporting Download template: C-15 and C-16 TOPA Reporting			Upload
C-17 Training for Tenants and Tenant Organizations Download template: C-17 Training for Tenants and Tenant Organizations			Upload

* *ZoomGrants™ is not responsible for the content of uploaded documents.*

CDBG PUBLIC SERVICE* HOUSING COUNSELING (HC) PROGRAM

HEAD OF HOUSEHOLD DEMOGRAPHICS

IDIS Number	
Community Based Organization (CBO)	
National Objective/Matrix Code	
Project Analyst	
Proposed HOUSEHOLDS TO Serve	
Total HOUSEHOLDS Served	
Difference Used for CAPER Analysis	

Tip #1	Avoid Duplicative Reporting
Tip #2	Complete each cell; even if N/A (Not Applicable)
Tip #3	Do not complete Greyed-Out Cells
Tip #4	Based on HEAD of HOUSEHOLD
Tip # 5	Submit Quarterly
Tip #6	Public Service - HC that cannot show proof a home was purchased.
Tip # 7	OPM - Kelly Ann Morrow, DHCD Grant Management Officer, kelly-ann.morrow@dc.gov

HEAD OF HOUSEHOLD CHARACTERISTICS

Race/Ethnicity/Household Composition	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
White	0	0		0	0																					0	0	0
Black/African American	0	0		0	0																					0	0	0
Asian	0	0		0	0																					0	0	0
Native American/Alaskan Native				0	0																					0	0	0
Native Hawaiian/Other Pacific Islander				0	0																					0	0	0
Native American/Alaskan Native & White				0	0																					0	0	0
American Indian/Alaskan Native & White				0	0																					0	0	0
Asian & White				0	0																					0	0	0
Black/African American & White				0	0																					0	0	0
Native American/Alaskan Native & Black/African American				0	0																					0	0	0
Other Multi Racial				0	0																					0	0	0
Did Not Report				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Income Data (In accordance with HUD Part 5)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
Extremely Low 0-30 %	0			0	0																					0	0	0
Low 31%-50%	0			0	0																					0	0	0
Moderate 51%-80%	0			0	0																					0	0	0
Non-Low/Moderate 81% - 110%				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Additional Data (Does not apply to Single Family Residential Rehabilitation Program)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
With New or Continuing Access to Service or Benefit	0			0	0																					0	0	0
With Improved Access to Service or Benefit				0	0																					0	0	0
Received a Service or Benefit that is No Longer Substandard				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Language Access

The recent Executive Order of the President makes English the Official Language of the United States.

Grantees may translate forms, document, trainings into other languages as they deem appropriate for the benefit of clients.

Grantees may also make provision for clients to have access who are English Proficient/Non-English Proficient (LEP/NEP).

The Language Access line remains available to Grantees. OPM can provide the phone number.

Grantees are encouraged to report on a quarterly basis concerning language accommodation for clients.

Tracking includes:

- Language
- Use of interpreter, bi-lingual staff person or language access telephonic line
- Used on the group basis or individual and the number of each

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit D Method to determine Client Eligibility for Services

Method to determine Client Eligibility for Services:
By Household

DHCD will provide the spreadsheet to use for this Quarterly Report

If a grantee has two or three sources/uses of grant funds, a separate report is needed for each.

Sources/Uses includes

1. Public Services (PS),
2. Non-Public Services (NPS) and
3. NRSA Wards 7 & 8 PS & NPS.

For each the Household report includes:

Section 1

Grantees will provide the following information concerning race/ethnicity which shall be recorded by

- Ward,
- Head of Household,
- Tenant/Owner

White
Black/African American
Asian
Native American/Alaskan Native
Native Hawaiian/Other Pacific Islander
Native American/Alaskan Native & White
American Indian/Alaskan Native & White
Asian & White
Black/African American & White
Native American/Alaskan Native & Black/African American
Other Multi Racial
Did Not Report
TOTAL

Section 2

Also, each household shall be counted by income category using the CDBG income categories and dollar amounts. (See chart in this exhibit.)

Section 3

Lastly, each household shall be counted by CDNG service category.

With New or Continuing Access to Service or Benefit
With Improved Access to Service or Benefit
Received a Service or Benefit that is No Longer Substandard

The Number of Households in each of the above calculations be the same. That is, if 100 households are reported in Section 1, there must be 100 in reported also in Sections 2 and 3.

This procedures is repeated for:

- Non-Public Service Activities
- NRSA Wards 7 & 8 Public Service and Non-Public Service

INCOME LIMITS WITH UNCAPPED LIMITS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
U.S. Department of Housing and Urban Development (HUD) FY 2023
Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	**84,400**	**96,450**	**108,500**	**120,550**	**130,200**	**139,850**	**149,500**	**159,150**

	Median Income	**Family Four Low Income Limit**
DC	**$152,100**	**$95,300**

This grant will consider eligibility based on Household Beneficiary Data

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit E Budget Modification Form

BUDGET MODIFICATIONS

To request a Budget Modification, please reach out to your Point of Contact with Community Services to request the excel file.

The excel file should be returned to Community with the details (below) about your request. You may also send a PDF of the excel file in addition to the excel file itself. The excel is needed to upload to the database.

There should be a cover letter from the Executive Director requesting the modification as outlined in excel file attached. Only the Executive Director as a signatory to the Grant Agreement can request a Budget Modification.

The Excel file will guide you through the process.

The Excel template asks you for each line item in the A 3-2 (Personnel) to indicate the current budget and the requested budget modification for:

- Hourly rate
- Number of Hours to be charged to the Grant (total for the year)

Similarly for the A 3-1 the template asks the current Budget Amount for each line item and the requested modification amount for each line item in the A 3-1.

Each line item in the A 3-1 and A 3-2 must be included in the Modification.

The deadline to request a Budget Modification is June 1st of each year.

The Community Services team is available to provide technical assistance.

Cost Category	Current Budget	Increase (Decrease)	Requested Modificastion Amount
Personnel (Salary & Fringe)	$0.00	$0.00	$0.00
Credit Report	$0.00	$0.00	$0.00
Space	$0.00	$0.00	$0.00
Insurance	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Training	$0.00	$0.00	$0.00
IT Services & Support	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$0.00	$0.00	$0.00
Total Indirect Costs (De Minimis Cost Rate 15%)	$0.00		$0.00
Total Costs	$0.00	$0.00	$0.00

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit F Drug Free Workplace Certification

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Certifications Regarding
Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code. and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - lll, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. Debarment, Suspension, And Other Responsibility Matters (Direct Recipient)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

1. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F. for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020. Notice shall include the identification number(s) of each effected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and incising termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (1), (c), (d), (e), and (f).

B. The applicant may insert in the space provided below the sites) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Drug-Free Workplace (Grantees who are Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, subpart F, for grantees as defined at 28 CFR Part 67; Sections 67 615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020.

As the duly authorized representative of the applications,
I hereby certify that the applicant will comply with the above certifications.

1. **Grantee Name and Address** Lydias House in Southeast 4101 Martin Luther king Jr. Ave, SW, Washington, DC 20032

2025-07 Housing Services — **2. Application Number and/or Project Name**

52-1706529 — **3. Grantee IRS/Vendor Number**

Cliff Beckford Executive Director — **4. Typed Name and Title of Authorized Representative**

Cliff Beckford — **5. Signature**

03/13/2025 — **6. Date**

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit G Service Area Eligibility

This grantee provides services to residents of all DC Wards and will focus on the neighborhoods in these corridors where DHCD has invested resources for housing development.

- 16th St NW Corridor near the intersection with Havard St NW (Columbia Heights) in Ward 1
- Georgia Ave and New Hampshire Ave NW Corridor (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- Rhode Island Ave and South Dakota Ave NE Corridor (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 5
- M and South Capitol Streets SW Corridor (Greenleaf/Waterfront) in Ward 6
- Benning Road and Florida Ave NE Corridor (NoMa/Ivy City/Trinidad) Ward 6
- Minnesota Ave and Benning Rd NE Corridor (Benning, Greenway) in Ward 7
- Pennsylvania Ave and Minnesota Aves SE Corridor (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- East Capitol and Benning Rd Corridor (Capital View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- Marion Barry Ave and Martin Luther King Aves SE Corridor (Historic Anacostia, Fairlawn Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- Marion Berry Ave and Alabama Aves Corridor (Skyland, Woodland, Garfield Heights) in Ward 8
- Martin Luther King Ave and Alabama Ave Corridor (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- South Capital St and Chesapeake Aves SE Corridor (Bellevue, Washington Highlands) in Ward 8

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit H Insurance Requirements

DHCD-BILL WINSTON-GRANT FOR VARIOUS COMMUNITY-BASED ORGANIZATIONS HOUSING COUNSELING AND SERVICES AF07082024

INSURANCE

A. GENERAL REQUIREMENTS. The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this grant, the types of insurance specified below. The Grantee shall submit a Certificate of Insurance to the Grant Administrator (GA) giving evidence of the required coverage prior to commencing performance under this grant. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the GA.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Grantee and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this grant, with the understanding that any affirmative obligation imposed upon the insured Grantee or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its subcontractors, and not the additional insured. The additional insured status under the Grantee's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the GA in writing. All of the Grantee's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Grantee or its subcontractors, or anyone for whom the Grantee or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the GA with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the GA in writing), covering liability for all ongoing and completed operations of the Grantee and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an

Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or it's equivalent) to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the GA in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee in connection with work under this agreement, with a minimum combined single limit of $1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Grantee shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Defense costs shall be in addition to and not erode the limits of liability
e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or it's equivalent)

3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

   Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   The Workers Compensation and Employers Liability shall be further endorsed to:
   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the GA of commercial umbrella or excess liability insurance with minimum limits of $5,000,000 per occurrence and $5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS
Any and all subcontractors engaged by Grantee for work under this agreement shall be required to have the same insured required of Grantee. Should the Grantee wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Grantee shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Grantee. In either instance, the Grantee must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

E. DURATION. The Grantee shall carry all required insurance until all grant work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this grant and two years for non-construction related grants.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the Grantee's liability under this grant.

G. CONTRACTOR'S PROPERTY. Grantee and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.

H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the grant price.

I. NOTIFICATION. The Grantee shall ensure that all policies provide that the GA shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Grantee no long complying with the above requirements. The Grantee shall provide the GA with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the GA with an updated Certificate of Insurance should its insurance coverages renew during the grant. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Grantee at least 30 days' notice of the change. Grantee must comply, at your expense, and deliver to the GA evidence of compliance before the change becomes effective.

J. CERTIFICATES OF INSURANCE. The Grantee must send to GA, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Grantee must also provide us with evidence of renewal before the expiration date of each insurance policy. Grantee is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . Certificates of insurance must reference the corresponding grant number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:
William Winston, Grant Administrator (DHCD)
1909 Martin Luther King Jr Av SE, Washington DC 20020
771-208-9628
Bill.winston@dc.gov

The GA may request and the Grantee shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Grantee expires prior to completion of the grant, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the GA prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the GA on an annual basis as the coverage is renewed (or replaced).

K. DISCLOSURE OF INFORMATION. The Grantee agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Grantee, its agents, employees, servants or subcontractors in the performance of this grant.

L. CARRIER RATINGS. All Grantee's and its subcontractors' insurance required in connection with this grant shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.

M. WARRANTIES. When applicable, the Grantee should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). GA should collect, review for accuracy, and maintain all warranties for goods and services.

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit I **Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures**

Mayor's Order 2023-131

GOVERNMENT OF THE DISTRICT OF COLUMBIA
ADMINISTRATIVE ISSUANCE SYSTEM

Mayor's Order 2023-131
October 31, 2023
SUBJECT: Updated District Government Sexual Harassment Policy, Guidance, and Procedures

ORIGINATING AGENCY: Office of the Mayor

By virtue of the authority vested in me as Mayor of the District of Columbia by sections 422(2), (3), and (11) of the District of Columbia Home Rule Act of 1973, 87 Stat. 790; Pub. L No. 93-198, D.C. Official Code §§ 1-204.22(2), (3), and (11), it is hereby **ORDERED** that:

I. PURPOSES AND BACKGROUND

This Order incorporates provisions of, updates, and supersedes Mayor's Order 2017-313, dated December 18, 2017, regarding sexual harassment in District of Columbia ("District") Government workplaces.

In addition to providing procedural updates to the District's sexual harassment policy, this Order establishes and directs the Sexual Harassment Task Force to further examine the District's sexual harassment policies and provide recommendations to further the goal of a harassment-free workplace; establishes obligations of District Government employees; adds Mayor's direct reports to those required to be referred for outside investigation of sexual harassment; and bans all sexual and romantic relationships between supervisors and the employees in their chain of command.

This Order reaffirms that the District Government does not tolerate any form of inappropriate workplace conduct including sexual harassment, nor does it tolerate sexual harassment in non-employment interactions between District Government employees and the public. Sexual harassment is recognized as one of the most unjust, demeaning, and demoralizing examples of workplace misconduct.

This Order also requires that employees be trained on sexual harassment every year and provides additional specificity as to the qualifications and role of Sexual Harassment Officers.

Further, this Order directs agency compliance with the Sexual Harassment Data Collection and Reporting Act of 2022, D.C. Law 24-171, D.C. Official Code § 1-546.01, and clarifies, consistent with the Human Rights Enhancement Amendment Act of 2022, D.C. Law 24-172, D.C. Official Code § 2-1402.11(c-2), the definition of sexual harassment.

II. INDIVIDUALS AND ENTITIES COVERED

A. Prohibitions and Protections

1. This Order is intended broadly to prohibit sexual harassment in all interactions with District Government employees and officials and persons acting on behalf of the District Government, and to facilitate speedy investigation and non-monetary remedial action including warnings to stop offensive behavior, additional training, reassignments, and personnel and contract actions.

2. The District of Columbia prohibits workplace sexual harassment by all District Government employees and officials. The prohibition applies to harassment of other employees and officials and to harassment of third parties

and members of the public interacting with the District Government, such as vendors, contractors, grantees, customers, clients, and other persons visiting or working at District Government worksites or service sites inside and outside District Government agencies.

3. Likewise, contractors and grantees carrying out work on behalf of the District Government shall not sexually harass colleagues who carry out work on behalf of the District Government; District Government employees; or customers, clients, or beneficiaries of the services the contractors and grantees provide on behalf of the District Government; and those clients, customers, beneficiaries, employees, and colleagues may file complaints that trigger sexual harassment investigations and possibly remedies. Remedies may include requiring the contractor or grantee to use alternate personnel to provide services, and other remedies available under the contract or grant agreements up to and including contract or grant termination or non-renewal of the grant or contract.

4. In addition, sexual harassment by District Government clients, customers, or visitors against District Government employees, contractors, or grantees, or other clients, customers, or visitors, at District Government worksites or service sites, is prohibited and complaints made against District Government employees who sexually harass contractors, grantees, agency clients, customers or visitors, upon investigation, may result in discipline of the employee and accommodations of the contractor, grantee, customer or visitor, such as having another government official assigned to the matter.

5. In the course of their duties as members of District of Columbia boards and commissions, board and commission members are bound by the prohibitions, procedures, and deadlines set forth in this Order.

6. Not every procedure set forth in this Order applies to persons not working for the District Government.

B. Scope

1. Laws prohibiting sexual harassment apply throughout the District Government. The agencies listed below should either use the training, procedures, information, and processes provided in this Order, or their own, similar ones. To the extent District law requires centralized reporting, the reporting requirements in this Order apply to all agencies.

2. Those agencies include the Office of the Attorney General, the Office of the Chief Financial Officer, the Board of Elections, the Zoning Commission, the Public Service Commission, the Commission on Arts and Humanities, the Washington Convention and Sports Authority (Events DC), the Board of Education, the University of the District of Columbia, the DC Public Library, the DC State Athletics Commission, the Public Charter School Board and public charter schools, the Office of the People's Counsel, the District of Columbia Water and Sewer Authority (DC Water), the Green Finance Authority, the Health Benefit Exchange Authority, the Not-for-Profit Hospital Corporation, the Contract Appeals Board, the DC Retirement Board, the Office of Employee Appeals, the DC National Guard, the Criminal Justice Coordinating Council, the Office of Police Complaints, the Corrections Information Council, and the Uniform Law Commission.

3. This Order does not apply to the Council of the District of Columbia, Advisory Neighborhood Commissions, or the DC Courts, and agencies and offices subordinate to them.

III. SEXUAL HARASSMENT

A. Through the Human Rights Enhancement Amendment Act of 2022, D.C. Law 24-172, effective September 21, 2022; D.C. Official Code § 2-1402.11(c-2), the Council has, in the employment context, expanded the definition of "harassment" and "sexual harassment" under the D.C. Human Rights Act to provide that sexual harassment includes conduct of a sexual nature, "whether direct or indirect, verbal or nonverbal, that unreasonably alters an individual's terms, conditions, or privileges of employment or has the purpose or effect of creating an intimidating, hostile, or offensive work environment."

B. In addition, sexual harassment includes "sexual advances, requests for sexual favors, or other conduct of a sexual nature where submission to the conduct is made either explicitly or implicitly a term or condition of employment or where submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual's employment." This is sometimes referred to as quid pro quo sexual harassment.

C. In determining whether sexual harassment has taken place, the D.C. Human Rights Act states that "conduct need not be severe or pervasive to constitute harassment" and that "no specific number of incidents or specific level of egregiousness is required."

D. Examples of conduct that can contribute to or constitute sexual harassment or an intimidating, hostile, or offensive work environment include:

1. Sex acts;

2. Display of sexual organs;

3. Using sexually oriented or sexually degrading language describing an individual or their body, clothing, hair, accessories, or sexual experiences;

4. Sexually offensive comments or off-color language, jokes, or innuendo that a reasonable person would consider to be of a sexual nature, or belittling or demeaning to an individual or a group's sex, sexual orientation, or gender identity;

5. "Sexting" or seeking or sending pictures of intimate body parts;

6. Taking or displaying pictures of body parts meant to be covered up (such as "upskirting" pictures);

7. Displaying or disseminating sexually suggestive objects, books, screensavers, magazines, photographs, music, cartoons, or computer internet sites or references;

8. Unnecessary and inappropriate touching or physical contact, such as intentional and repeated brushing against a colleague's body, touching or brushing a colleague's hair or clothing, massages, groping, patting, pinching, or hugging, that a reasonable person would consider to be of a sexual nature;

9. Leering, ogling, or making sexually suggestive gestures or sounds, such as whistling or kissing noises;

10. Making inquiries about someone's private sex life or describing one's own sex life;

11. Workplace sexual comments, conduct, displays and suggestions between two willing parties in the presence of another that are inconsistent with professional workplace norms;

12. Any unwanted repeated contact, including, but not limited to in-person, or telephonic, for romantic or sexual purposes;

13. Giving a preference to someone who is engaged in a dating, romantic, or sexual relationship based on the relationship to the disadvantage of someone who is not engaged in a dating, romantic, or sexual relationship; and

14. Sexual assault, stalking, trapping someone such that they are not free to leave and a sexual encounter is expected or threatened, threats of bodily harm relating to sex or the refusal to have sex, or other crimes related to acts of sexual harassment.

E. Further, the District may treat some conduct of a sexual nature as misconduct, even when it does not rise to the level of unlawful sexual harassment actionable under the D.C. Human Rights Act. As an example, an employee who tends to greet people with a hug may have been warned that the conduct was offensive to some employees and then hugs an employee whom they have not seen in many months. The conduct may not rise to the level of "unreasonably altering the individual's terms, conditions, or privileges of employment," but it could constitute misconduct since they had been warned that some employees associate hugging with unwanted sexual contact that is offensive in the work environment.

IV. DATING, ROMANTIC, AND SEXUAL RELATIONSHIPS IN THE WORKPLACE

A. Prohibitions

1. Prohibitions on certain dating, romantic, or sexual relationships in the workplace exist to prevent real or perceived impropriety, favoritism, conflicts of interest due to power dynamics, control of an employee's assignments and performance reviews, as well as to advance fairness for all other employees, contractors, grantees, and clients. Even consensual dating, romantic, or sexual relationships can generate allegations of favoritism based on sexual relationships or sexual harassment by one of the parties or a third party. Relationships, or aspects of relationships, that may be perceived as consensual by one party may be considered coerced or harassing by the other party due to power dynamics, and relationships that start consensually may evolve into sexual harassment.

2. Subject to the conditions and implementation procedures discussed in this Order, it is now the policy of the District Government that a dating, romantic, or sexual relationship between a supervisor and any employee in the chain of command they supervise – whether supervision is direct or indirect, operational or situational – is prohibited. Note that chain of command in this definition may span agencies or divisions within an agency.

3. In addition, District Government employees shall not initiate a dating, romantic, or sexual relationship with trainees, recruits, or interns, regardless of the employee's assignment in relation to the trainee, recruit, or intern if the employee is in the same agency as the trainee, recruit, or intern.

4. Further, this Order prohibits dating, romantic, and sexual relationships when they are prohibited by applicable professional or ethical standards, such as lawyer-client, doctor-patient, or social worker-client.

5. District Government employees shall not participate personally and substantially in particular matters that affect or could affect the financial interests of someone with whom they are in a dating, romantic, or sexual relationship, whether that person is an employee, grantee, contractor, or client of the agency.

B. Designation of Person or Committee to Resolve Issues Surrounding Workplace Relationships; Existing Relationships

1, By November 17, 2023, District Government agency directors shall designate their own agency human resources agency/officers, another appropriate officer, or an office or committee to receive disclosures of relationships and resolve workplace issues arising from any prohibited dating, romantic, or sexual relationship on a case-by-case basis consistent with this Order; absent such a designation, disclosures shall be made to the Director.

2. By December 8, 2023, existing relationships that fall within the prohibitions of this Order must be disclosed to the designee identified in subsection IV.B.1. of this Order, in the manner specified by their agency or on a form to be created by DCHR, whereupon the situation will be evaluated and a resolution determined.

3. Resolution may involve giving the employees a defined but reasonable time to find a new position where the relationship is not implicated by this Order; shifting reporting structures to take the relationship out of a prohibited status; or establishment of recusal structures when the employees do not work in the same agency or division but they heretofore were in situational or operational chains of command.

4. To the extent adjustments are made in work sites or shifts, reporting structures, job duties or any other factor for one or both of the persons in the relationship, agencies shall endeavor to afford such options on a voluntary basis for all concerned, particularly if an employee not involved in a prohibited relationship is affected by any proposed accommodation of the relationship.

5. If no satisfactory resolution of the prohibited relationship can be reached, the persons in a dating, romantic, or sexual relationship may request a waiver of the provisions of this Order. Waiver requests shall be submitted to the Mayor and shall be accompanied by a recommendation from the agency or agency designee. Waiver requests may include any information relevant to the determination and shall be on a form to be created by the Department of Human Resources ("DCHR").

6. Agencies may make reasonable efforts to assist with a transfer or reassignment, without prejudicing either employee (or any other employee), but it is not the responsibility of the personnel authority or the agency to restructure their agency operations or find a new position for someone in the relationship. No agency is required to grant a request or application for a transfer.

7. Agencies may promulgate regulations or policies consistent with this Order to effect its implementation and to provide consistent treatment for employees facing this situation, though each relationship may pose unique issues. Agencies may also issue rules explaining in more detail for their agencies' employees and contractors how terms such as "dating," "chain of command" and "trainee" are to be interpreted considering their agency's operations. Agencies may prohibit dating, romantic, or sexual relationships with their own clients or clients of the agency or a subset of the agency, as the agency deems appropriate to prevent factual or perceived impropriety or favoritism. For instance, an agency with both social workers and non-licensed employees providing case work to agency clients could extend the ban on dating and sexual relationships with clients to their non-licensed employees, to hold them to the same professional standards as their licensed colleagues.

8. By December 12, 2023, agencies shall report the number of disclosed relationships to the Mayor's Office of Legal Counsel ("MOLC") and the contact information of the person handling requests for accommodation, for consideration by the Sexual Harassment Taskforce.

C. Disclosure of Relationships

1. In addition to the disclosures of existing relationships required by Section IV.B., if by promotion or agency reorganization or other circumstance, two employees in a dating, romantic, or sexual relationship would fall into a prohibited relationship status, their relationship must be disclosed as soon as the possibility of falling into prohibited status is realized by either person in the relationship.

2. If there is a reasonable likelihood that someone would raise a credible charge that there was or could be preferential treatment based on a dating, romantic, or sexual relationship that is not in a chain of command, then the employees involved in the dating, romantic, or sexual relationship must also report their relationship to the person or office designated pursuant to Section IV.B. Such reporting is necessary for consideration of whether additional safeguards are necessary and whether the prohibition on relationships based on situational supervision is implicated.

D. New Relationships

Generally, if two persons in a chain of command wish to begin a dating, romantic, or sexual relationship with each other, one party to the relationship should apply for a transfer or otherwise seek employment that eliminates the supervisory relationship before the relationship begins so that no prohibited relationship commences. For example, a supervisor may be transferred to another supervisory role so that they are not in the chain of command with the other person.

E. Conduct

1. District Government employees in a dating, romantic, or sexual relationship with another District Government employee, or client/customer of their agency, or grantee or contractor of their agency, shall conduct themselves in an appropriate manner while on duty and shall not engage in behavior that detracts from a professional work environment.

2. Any sexual activity at work sites or during an employee's working hours, regardless of location, is prohibited.

F. Violations

A violation of a provision of this Order regarding dating, romantic, or sexual relationships may not constitute sexual harassment as defined above, but an employee who engages in a prohibited relationship under Section IV.A. of this

Order or fails to disclose a relationship that is required to be disclosed shall be subject to appropriate personnel action, up to and including termination.

G. Legal Representation

If legal action is commenced against the District of Columbia and/or a supervisor who engaged in a dating, romantic, or sexual relationship with an employee, or a person engaged in a potentially-conflictual relationship, the existence of the sexual or romantic relationship will be a factor in the District of Columbia's decision to provide legal representation to the supervisor or the employee(s) engaged in a relationship.

V. PROCEDURES FOR STOPPING SEXUAL HARASSMENT; REPORTING AND INVESTIGATING SEXUAL HARASSMENT CLAIMS

A. Employee Obligations

1. District Government employees are bound by the principles set forth in the Code of Conduct at 6B DCMR §§ 1800.2–1800.4 and are expected to act at all times in a manner reflecting their roles as public servants. Depending on an employee's role in the District Government, the obligations regarding the prevention of sexual harassment may differ. "Employees" for the purpose of this Order include contractors engaged by the District Government performing work on behalf of the District similar to that as its employees, such as at District worksites.

2. All employees are obligated to:

a. Refrain from engaging in behavior that constitutes sexually harassing conduct;

b. Refrain from initiating or conducting a prohibited dating, romantic, or sexual relationship as described in Section IV.A. of this Order;

c. Disclose their own dating, romantic, or sexual relationships with other employees if required in Section IV.D. of this Order;

d. Affirm their agreement to comply with this Order;

e. Complete annual sexual harassment training;

f. Cooperate fully in any inquiry or investigation into an alleged violation of this Order; and

g. Refrain from any behavior that may call into question the impartial and harassment-free provision of services to constituents, agency clients or customers, contractors, or grantees.

3. Supervisors should take particular care to avoid conduct that could lead to allegations of sexual harassment, considering time, place, and situations of interactions with employees.

B. Employee Communication

1. To avail themselves of the procedures and protections of this Order, when a District Government employee finds conduct unwelcome, intimidating, or offensive, they may: (a) tell the person who is engaging in offensive or inappropriate sexual conduct to stop and that such conduct is unwelcome; or (b) ask the employee's supervisor, General Counsel, or Sexual Harassment Officer to advise the person that the conduct is offensive and unwelcome; or (c) proceed immediately to file a complaint of sexual harassment under this Order.

2. Employees and others engaged in intervention are encouraged to document all intervention efforts or requests to cease reported inappropriate sexual conduct, including conversations, texts, or email exchanges.

C. Reporting Allegations of Inappropriate Conduct of a Sexual Nature or Sexual Harassment

1. All District Government employees are encouraged to help ensure that District Government workplaces are free of sexual harassment. Employees who know of incidents of inappropriate conduct of a sexual nature, as well as behavior that may create an intimidating, hostile, or offensive work environment, or who are victims of inappropriate conduct of a sexual nature, should report the inappropriate conduct.

2. Employees may report to the Sexual Harassment Officer ("SHO") of their agency or any other agency, or the supervisor or manager of the employee engaging in inappropriate conduct, to their own supervisor, or to the agency General Counsel. Contractors, grantees, and customers of agencies may report allegations of inappropriate conduct of a sexual nature to the SHO of the relevant agency or any other agency, the relevant agency's General Counsel, the supervisor of the employee who engaged in the alleged inappropriate conduct, or their grant or contract administrator.

3. Allegations of sexual harassment against the Mayor, City Administrator, Mayor's Chief of Staff, Mayor's Senior Advisor, Director of the MOLC, any Deputy Mayor, or any official who directly reports to the Mayor, shall be referred to the Inspector General to determine if the allegation is credible, in which case it shall be referred for independent investigation. Such investigations shall be carried out by an entity outside the District Government and those reports shall be provided to MOLC (or the City Administrator if the allegation is against the Director of the MOLC) and the Inspector General.

D. Agency Responsibilities

1. Sexual Harassment Officers ("SHOs") and Investigations

a. Each Deputy Mayor's Office and each agency shall designate a primary SHO and an alternate SHO and shall update the designations, as needed, on an ongoing basis. Each agency shall provide the names of its SHOs to DCHR, and DCHR shall maintain a current District-wide list of agency SHOs. Further, pursuant to D.C. Official Code § 1-546.01(2), SHOs shall be registered with the Office of Human Rights ("OHR").

b. SHOs shall be trained and qualified to serve. To be qualified to serve as a SHO, individuals must have taken and continue to take annual training provided by DCHR and OHR. SHOs may but are not required to be an agency's Equal Employment Opportunity ("EEO") officer, or human resources manager; they must be competent in EEO laws and be designated by the agency to accept sexual harassment complaints and to review and investigate claims. SHOs need not be attorneys.

c. The primary and alternate SHOs for a smaller agency may be employees of another agency (i.e., the SHO of a larger agency may serve as the SHO for a smaller agency). An agency of any size may also obtain assistance from another agency's SHO in handling a particular investigation, including having another agency's SHO carry out an investigation, where there is a possibility of the appearance of a conflict of interest, or for administrative convenience. For the purposes of this Order, a smaller agency availing itself of this option will still be referred to as the "agency."

d. A person seeking to report a violation of this Order may file with any agency SHO, not solely the SHO at their agency or the agency at which the alleged sexual harassment occurred. Persons filing complaints, however, are not entitled to have the investigation conducted by the person of their choosing.

e. If a complaint is reported to someone other than the SHO, the person receiving the complaint must notify the agency SHO, unless giving notice would raise conflict of interest concerns, in which case the person must notify the agency General Counsel.

f. Unless the complaint is against the agency General Counsel, the SHO shall immediately notify the agency's General Counsel of the complaint, and the General Counsel shall thereafter notify the Mayor's Office of Legal Counsel ("MOLC"). The SHO may consult with the agency's General Counsel, or the General Counsel's designee, for legal guidance on conducting the investigation and shall notify the General Counsel of any issue that may require higher-level support. If the complaint is against the General Counsel, the SHO shall notify the MOLC directly.

g. SHOs should review DCHR's SHO training materials before initiating an investigation. DCHR has training materials on duties to inform the bargaining unit, the right to union representation during investigatory questioning, assessing credibility, unconscious bias, conducting interviews, gathering evidence, protecting confidentiality, preservation of evidence, when to stop an investigation and refer a matter for criminal investigation and more.

h. The primary function of a SHO is to accept complaints alleging violations of this Order and to gather, investigate and review the factual basis of the claim(s). SHOs may corroborate or refute factual allegations; SHOs may provide impressions and evidence regarding the credibility of witnesses. They weigh such evidence and may take into account their impressions of the credibility of witnesses. Ultimately, SHOs make and submit to the appropriate agency Director recommended determinations of whether the allegations are substantiated or are not substantiated. They are not to make legal conclusions about whether sexual harassment occurred.

i. Investigations of allegations of inappropriate conduct of a sexual nature shall be conducted, and the associated investigation report completed, as soon as practicable, within sixty (60) days after the filing of the report of the alleged sexual harassment, absent unusual circumstances.

j. The investigative report shall include a description of the allegations, a description of the SHO's investigation, a description of the evidence adduced by the SHO, and the SHO's recommended determination as to whether the allegations were substantiated. The SHO shall transmit the report to the Director or agency Director's designee and General Counsel of the agency where the alleged harasser is employed.

2. Interim Remedial Actions

a. Pending the completion of the SHO investigation and report, the issuance of the agency report, and the imposition of any disciplinary action, and to protect the rights of the alleged victim as well as the alleged harasser, the agency may take temporary personnel actions that do not result in any adverse employment action to either party.

b. When an agency becomes aware of an allegation of misconduct of a sexual nature, the agency shall notify the alleged harasser of the reported behavior and may demand that the alleged behavior cease immediately and not be repeated.

c. The agency shall take such other remedial steps as it deems appropriate to mitigate the possibility of the alleged harassing conduct continuing.

d. Interim remedial actions are administrative rather than disciplinary and may include, but are not limited to, transfers, reassignment of duty station, changed shifts, duties or reporting requirements, mandatory administrative leave with pay, or other appropriate measures that do not result in reduction of pay, demotion in title or responsibility, or other loss of employee benefits. In general, the agency should avoid moving the alleged victim or changing the alleged victim's shift, or taking similar action affecting the alleged victim, unless the alleged victim requests the action; if the agency takes such an action absent a request from the alleged victim, the agency should make clear to the alleged victim that the action is being taken in pursuit of an effective and prompt stop to any alleged harassment, and not in retaliation for reporting the alleged harassment.

e. Personnel authorities are encouraged to find alternative, reasonably comparable placement during the pendency of an investigation for the accuser or accused in lieu of administrative leave with pay, where possible and if consistent with any collective bargaining agreements.

3. Post-SHO Investigation Agency Actions

a. The agency Director or agency Director's designee may reject a SHO report and return it to the SHO for further investigation, information, documentation, or analysis if the agency Director or designee

considers the report to be incomplete, inadequate, or otherwise unacceptable.

b. If the report is not rejected, the agency Director, or the agency Director's designee, within fourteen (14) days of receiving the SHO's report, shall issue an agency report that accepts, modifies, or rejects the SHO's findings and substantiation recommendations, describes the rationale for any such modifications or rejections, and makes conclusions as to whether the substantiated allegations constitute a violation of this Order. The SHO report shall be included as an attachment to the agency Director or designee's report. The agency Director or designee shall consult with the agency's General Counsel during the preparation of the report regarding relevant legal standards or other legal issues.

c. If the report determines that a violation of this Order has occurred, the report shall be submitted to the agency's human resource officer for appropriate disciplinary action, up to and including termination. The agency shall require that any employee found to have violated this Order whose employment is not terminated must attend mandatory sexual harassment training within sixty (60) days after the issuance of the agency report.

d. The agency must provide the employee and the alleged harasser with a summary written notification of its findings and conclusions (final agency decision) after the sixty (60) day period and shall convey the same to MOLC within five (5) days after it is issued. The notice shall include a description of each allegation and the agency's determination as to whether the allegations were substantiated or were unsubstantiated. Such notice shall not include summaries of witness interviews, credibility determinations, or legal analysis; the notice is a simple recitation of the allegations and the determination as to whether the allegations were substantiated or were unsubstantiated.

e. Any conclusion in the SHO or Director's report that a violation of this Order occurred does not constitute a final legal conclusion that sexual harassment under the D.C. Human Rights Act or federal law occurred. Conversely, a finding that was not substantiated is not a legal conclusion that no violation of the D.C. Human Rights Act or federal law occurred.

f. Consistent with norms regarding the privacy of personnel actions, the complaining party shall not be informed of any disciplinary actions against the alleged harasser.

g. Regardless of whether a complaint has been substantiated, relevant staff, including the General Counsel, are authorized to work together to advise the Director or deciding official as to whether to recommend or implement personnel actions or management procedures to reduce the possibility of reoccurrence of any inappropriate behavior or behavior that poses risks for the District. Any meetings among the General Counsel, human resources staff, and agency management shall endeavor to preserve the confidentiality of the complaint generating the meeting or consultation to the greatest extent possible.

4. Communicating the Order: Orientation, Pledges, Training, and Notifications

a. The personnel authority shall circulate this Order to all new hires during their orientation, shall give each new hire time to read a summary of the Order during orientation, and shall obtain a signed verification that the new employee has read the summary and pledges not to engage in sexual harassment or any other conduct that violates the rules prohibiting sexually harassing behavior, certain dating, romantic, or sexual relationships, and requiring disclosure of certain relationships. Agencies with supplemental orders relating to sexual harassment shall provide those orders, too, to onboarding employees.

b. When individual contractors are working inside an agency in a manner akin to a District Government employee, the agency or the supervising contractor shall obtain signatures from individuals during onboarding orientations affirming their agreement to abide by this Order.

c. New employees shall take a course on sexual harassment as part of the on-boarding process and in no event more than fourteen (14) days after being on-boarded. Agencies shall by December 11, 2023

circulate this Order to all current employees.

d. Agencies shall follow up to provide delivery to difficult-to-reach employees, including employees on leave and work-related travel. Agencies are responsible for confirming that each employee has received this Order by email, verification through Peoplesoft, or return of a signed copy.

e. By December 11, 2023, each agency shall email the names of the agency's primary and alternate SHOs to all its employees and shall send reminders or updates of who the agency's SHOs are at least annually to agency employees.

f. Each agency shall prominently post notices in conspicuous locations accessible and used by a substantial number of agency employees, identifying the agency SHO and Alternate SHO, how to report sexual harassment, and that sexual harassment investigations are to be kept confidential to the greatest possible extent consistent with their investigation and resolution. Agencies shall post the notices no later than thirty (30) days after receipt of the template notice from the Office of Human Rights required by Section V.K. of this Order.

g. Agencies shall take a digital photograph of each posting and transmit it to the SHO program coordinator at DCHR with a description of the location at the time of each posting.

h. Individuals and entities entering into contract or grant agreements with the District Government must affirm that they will abide by the D.C. Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR § 1100 et seq.

i. District agencies drafting contracts and grants shall require such affirmations as part of the contract or grant agreement.

E. Employee Responsibility to Participate in Agency Investigations

1. District Government employees are required to cooperate fully in a SHO or independent investigation of a workplace sexual harassment complaint.

2. If an employee who alleges sexual harassment or is believed to have been the victim of sexual harassment declines to assist and/or participate in the investigation of the allegation, or requests the agency not conduct an investigation, the agency may on its own initiative investigate or refer the matter for investigation.

3. Employees who were not themselves victimized, who, after a direct request by the SHO or other investigator, decline to participate in a sexual harassment investigation, may be subject to disciplinary action.

4. Any consideration of whether to recommend disciplinary action for failure to cooperate in an investigation on the part of an alleged victim requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

F. Discipline for Making False Statements or Representations

1. Making materially false statements, and misrepresentation, falsification or concealment of material facts or records in an investigation of allegations of sexual harassment is conduct warranting disciplinary action, up to and including termination.

2. Consideration of whether to recommend disciplinary action against an employee who is also the alleged victim of sexual harassment requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

G. Discipline after a Finding of Sexual Misconduct or Harassment

The agency shall recommend appropriate disciplinary action, such as described in Section 1607.2(k) of the District Personnel Manual, 6B DCMR § 1607.2(k), up to and including termination of any employee found to have engaged

in sexual misconduct or sexual harassment as defined in Section III of this Order.

H. Rights of the Alleged Harasser

Persons accused of sexual harassment deserve the full protections afforded to them under the law in administrative matters, including, but not limited to, the right to respond to allegations of sexual harassment; to counsel and representation, including a union representative or other representative of their choosing, and including the presumption of innocence, unless and until there is a finding of harassment after an investigation by the agency or where appropriate, OHR. The right to counsel does not include the right to have counsel paid for by the government.

I. DCHR Responsibilities

1. DCHR shall quarterly reach out to all designated primary and alternate SHOs to confirm that they continue to serve in those roles. If DCHR is unable to reach a designated SHO or to confirm that the individual still serves as the agency's primary or alternate SHO, DCHR shall work with the agency to identify a new primary or alternate SHO for the agency. DCHR shall post a list of agency SHOs on its website and update it as necessary.

2. DCHR shall develop reporting forms for disclosure of dating, romantic, and sexual relationships and for applications for waivers of the prohibition on relationships in the chain of command.

3. DCHR shall work with agencies to verify that all employees have completed the annual training on sexual harassment required by Section V.A.1.e. of this Order.

4. DCHR, working with the Office of the Chief Technology Officer, shall create a means through Peoplesoft for employees to acknowledge their receipt of the Order and agreement to comply with its provisions.

5. DCHR, in consultation with OHR, shall review, update, and provide training materials for agency SHOs, including training on investigative techniques.

6. DCHR shall establish qualification standards for SHOs and verify each SHO's qualification to serve as a SHO.

7. DCHR, in consultation with OHR and the Sexual Harassment Task Force, shall create and disseminate training and collateral materials on this Order, the sexual harassment provisions of the D.C. Human Rights Act, and other sexual harassment law and policy, to all agencies under the direct authority of the Mayor and to such independent agencies as may request access to DCHR materials. The training and collateral materials should be tailored to employees in various roles, such as senior officials, managers, attorneys, human resources personnel, and new or existing employees, and should take into account that many District Government employees work primarily in the community and may not have regular access to computer-based training modules.

J. Office of Human Rights (OHR)

1. OHR shall develop training for EEO officers on the standards of the D.C. Human Rights Act, including the changes made by the Human Rights Enhancement Amendment Act of 2022.

2. OHR shall provide consultative services to DCHR and the Sexual Harassment Task Force in creating and disseminating training and collateral materials on this Order, the sexual harassment provisions of the D.C. Human Rights Act, and other sexual harassment law and policy, to all agencies.

3. OHR shall provide a template notice to agencies for agencies to post where the agencies can fill in the name of their SHO and alternate SHO and providing basic information on the prohibition against sexual harassment, how to report, and confidentiality, pursuant to Section V.E.4.d. of this Order.

VI. PROHIBITION AGAINST RETALIATION

A. Retaliation Prohibited

Retaliating against a District Government employee for reporting or filing a claim of sexual harassment, assisting another person in reporting or asserting a claim of sexual harassment, opposing sexual harassment, acting as a witness in a sexual harassment investigation, refusing to follow orders that would result in sexual harassment, intervening to protect others from sexual harassment or advances, or challenging an allegation of sexual harassment, is strictly prohibited. Employees shall not be penalized as a result of their assertion of their rights under the D.C. Human Rights Act or providing truthful information in connection with an investigation (whether on behalf of a complainant or a respondent). Retaliatory behavior may include, but is not limited to, unwarranted reprimands, unfairly downgrading personnel evaluations, transfers to less desirable positions, verbal, or physical abuse, and altered and more inconvenient work schedules. Employees found to have engaged in retaliatory behavior shall be recommended for appropriate disciplinary action, up to and including termination.

B. Process for Alleging Retaliation

Claims of retaliation are generally beyond the scope of the investigatory authority of agency SHOs because SHOs may not be trained in assessing the legality or validity of managerial decisions such as evaluations and assignments and investigations into retaliation would be difficult to conduct in the rapid timeframe set forth in this Order. Employees who believe they have been retaliated against must file a complaint with an EEO Counselor within one hundred and eighty (180) days of the alleged retaliation and subsequently file a complaint with OHR within fifteen (15) days of receipt of the Exit Letter if the employee is not satisfied with the outcome of EEO counseling.

VII. LIMITS

Lodging a complaint regarding sexual harassment does not shield an employee from all discipline or discharge. Agencies may discipline or separate a complainant if the agency is motivated by non-retaliatory and non-discriminatory reasons that would otherwise result in such discipline or separation.

VIII. CONFIDENTIALITY

A. Protecting confidentiality is critical to encouraging victims of sexual harassment to come forth and share their stories. It encourages witness cooperation and protects the reputations of those involved. For those reasons, SHO investigations should be kept confidential.

B. Confidentiality is not absolute. SHOs must disclose information to the alleged harasser for the alleged harasser to have a full and fair opportunity to respond. SHOs may have to disclose information to witnesses to gather more information from them. SHOs must keep agency General Counsels updated for reporting purposes and for investigation support purposes. SHOs also may have to disclose criminal conduct or threats to law enforcement. SHOs should not make pledges of total confidentiality.

C. Investigative reports are confidential, highly private, and deliberative and shall not be released without a court order. Neither the complainant nor the alleged harasser shall be provided with a copy of the investigative report.

D. SHOs, the agency, and MOLC shall take all reasonable steps to ensure that no information contained in the complaint file is disseminated except in furtherance of the investigation; for entry into E-risk or another risk management system; to assist in resolution of the allegations; as necessary for execution of any consequences stemming from the investigation; when lawfully released; or when required by court order.

IX. TIMELY FILING AND STATUTE OF LIMITATIONS

Complaints of sexual harassment shall be reported as promptly as possible. Agencies should investigate alleged acts of sexual harassment beyond the legal statute of limitations, or deadlines otherwise provided by regulation or collective bargaining agreement, taking into consideration the sensitive nature of the alleged offense, the pressure the complainant may have felt not to report the conduct, when the victim became aware of behavior that was not immediately apparent, or a pattern of harassing behavior that developed over time. Some remedies or sanctions may be unavailable due to delays in filing, but even delayed investigations may yield information to the agency in its ongoing efforts to prevent and remediate sexual harassment or may add to the credibility of similar, future allegations should a pattern emerge of allegations against a particular person or practice.

X. RECORDS

A. Agencies shall maintain records of complaints and investigations conducted for three (3) years from the date of the complaint.

B. For each fiscal year, each agency shall track how many complaints of sexual harassment were made by the agency's employees; were made about its agency employees by customers/clients of the agency; grantees or contractors of the agency, and how many complaints were made of sexual harassment of the agency's employees by customers/clients, grantees or contractors, or members of the public during the agency's duties.

C. In addition to the number of complaints, agencies shall track how many matters were investigated; were resolved by mediation; were substantiated; were deemed unsubstantiated; resulted in administrative or disciplinary action against one or more individuals determined to have violated this Order or sexually harassed the complainant; have resulted in legal action; have resulted in a settlement (including the amount of any financial settlement); and how many are pending. Pursuant to the Sexual Harassment Data Collection Act, annual fiscal year data required to be produced under D.C. Official Code § 1-546.02 shall be transmitted to the Office of Human Rights on or before October 15 of each year.

D. Centralized reporting, however, should be ongoing, and agencies are directed to submit such interim, monthly, or quarterly reports as may be requested by DCHR, the MOLC, OHR, or the Sexual Harassment Task Force, and to enter incidents into E-Risk as directed.

E. Any warnings to an employee(s) to halt a particular type of behavior – whether generally or as to a particular employee(s) – shall be recorded and transmitted to the agency's human resource office and to the Mayor's Office of Legal Counsel. In the context of addressing complaints of sexual harassment, any other interventions made for an employee, customer/client, grantee or contractor shall also be recorded, whether or not they arose from an informal counseling session, a complaint of sexual harassment, a complaint regarding behavior in a dating, romantic, or sexual relationship, anonymous report, or any other means.

XI. CONCURRENT REMEDIES AND JURISDICTION

A. Non-Exclusivity of Remedies

This policy is intended to supplement or be an alternative to other processes that allow persons to complain of sexual harassment. The procedures established by this Order are separate and distinct from other options persons with grievances relating to sexual harassment may have, through the Office of Human Rights, the Equal Employment Opportunity Commission, any grievance procedure available under their collective bargaining agreement, ethics complaint and investigation processes administered by the Board of Ethics and Government Accountability, or any other statutory or regulatory complaint process. Filing a complaint under this Order does not stay or delay any filing deadlines in any other forum.

B. Filing a Formal Complaint with the Office of Human Rights

In addition to pursuing action within the agency, an alleged victim of sexual harassment, or a person acting on the victim's behalf with or without the victim's consent, may report a sexual harassment claim within one year of the alleged harassment or its discovery to OHR using its Intake Questionnaire Form. EEO counseling is not required prior to the filing of a complaint with OHR.

C. Filing a Complaint with the Equal Employment Opportunity Commission

Some complaints may fall within the jurisdiction of the federal Equal Employment Opportunity Commission.

D. Relationship and Remedies under Negotiated Grievance Claims

Filing a report or complaint under this policy does not satisfy the requirements for filing a negotiated grievance and obtaining remedies under a collective bargaining agreement, nor does the complaint under this Order delay the

time limits for initiating such a procedure. To pursue a negotiated grievance claim, the employee should file a grievance in accordance with the provisions of the applicable collective bargaining agreement.

E. Criminal Remedies and Referrals

1. Where there is an allegation of criminal misconduct, including for example, sexual assault, kidnapping, stalking, or a threat to do bodily harm, the agency may, after consulting its General Counsel, place the victim and/or the alleged harasser on administrative leave with pay pending final administrative resolution of the complaint or any criminal proceeding.

2. The complainant at his or her choice may report the alleged criminal violation to a law enforcement agency, including the Metropolitan Police Department ("MPD"). Where a criminal violation occurred, the agency shall recommend discipline of the perpetrator up to, and including, termination.

3. While it is generally the alleged victim's decision to report sexual harassment offenses for possible criminal prosecution, if during an investigation the agency uncovers evidence of ongoing crimes (such as sexual extortion of beneficiaries of government services) or criminal activity collateral to or extending beyond the reported allegations of sexual harassment, such as gun-related offenses, the agency shall notify law enforcement.

F. Crime Victim Hotline

The agency shall also remind complainants of sexual assault or other possible crimes of the existence of the DC Victim Hotline. The hotline, 1-844-443-5732, is available 24/7 by telephone, text, or online chat to seamlessly connect victims of crime to free resources to help them navigate the physical, financial, legal, and emotional repercussions of crime. Through the hotline, victims may be matched with an advocate who can help them decide whether to pursue a matter through the criminal justice process.

G. Courts of Law

This Mayor's Order is directed towards preventing and remedying sexual harassment in District Government operations and it does not preclude complainants from obtaining counsel and pursuing any remedies they may have in courts of law. The options discussed in this Order do not constitute legal advice; deadlines for filing, procedures, and substantive offenses or remedies may change over time.

XII. APPLICABILITY OF PERSONNEL RULES

Any proposed personnel action instituted under this Order is subject to the regulations set forth in the District of Columbia Personnel Manual at Title 6B of the District of Columbia Municipal Regulations.

XIII. SEXUAL HARASSMENT TASK FORCE

A. There is hereby established the Sexual Harassment Task Force as an internal task force comprised of representatives of the Office of Human Rights, the Mayor's Office of General Counsel, the Department of Human Resources, the Assistant City Administrator, and the Mayor's Office of Legal Counsel, as designated by the head of each office, and such other individuals as these members may invite to serve as additional members of the task force. The task force shall meet from time to time to develop and advise on trainings, make recommendations about needed policies, review draft regulations, and otherwise take action or recommend measures to fulfill the intent of this Order: including to reduce the incidence of sexual harassment, train employees on what to do when faced with inappropriate workplace conduct, including harassment, and provide additional, effective procedures for addressing inappropriate conduct of a sexual nature. The task force may invite experts and other individuals to participate in the meetings and deliberations of the task force.

B. The Sexual Harassment Task Force shall, no later than May 1, 2024, make recommendations in the following areas and shall provide such recommendations to the appropriate agencies with authority to carry out the

recommendations or make final decisions regarding them. The recommendations need not be in the form of a report and may remain deliberative discussion items until finalized and accepted:

1. Communications to District Government employees about the District's sexual harassment policies;

2. Updates to required trainings for SHOs and agency General Counsels;

3. Recommendations for building a workplace free from sexual harassment;

4. Any recommended adjustments to prohibitions and disclosures regarding dating, romantic, and sexual relationships; and

5. The performance and progress by the agencies named in this Order in completing the responsibilities assigned to them.

XIV. SUPERSESSION

This Order supersedes Mayor's Order 2017-313 and any other provision of a previous Mayor's Order or practice pursuant to that Mayor's Order, to the extent of any inconsistency.

XV. EFFECTIVE DATE: This Order shall become effective November 10, 2023.

_____

MURIEL BOWSER

MAYOR

ATTEST: _____

KIMBERLY A. BASSETT

SECRETARY OF STATE OF THE DISTRICT OF COLUMBIA

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Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director	CG	3/24/25
2. Chris Earley, Deputy Director	CEE	3/21/25
3. Julia Wiley, General Counsel	JW	3/20/25
4. Bill Winston, Associate Director of Community Services	WLW	3/20/25
5. Clyde Edwards, Program Analyst	CDE	3/13/25
6.		

SUBJECT:

Director's Comments:

Action							
APPROVAL ☒	CIRCULATE ☐	CORRECTION ☐	FILE ☐	FYI ☐	INVITATION ☐	MEETING ☐	SIGNATURE ☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Lydia;s House- NBAP FY25 Housing Services $268,000.00 Grant # 2025-07

Originating Office

FROM: C. Edwards	TELEPHONE NUMBER:
DATE:3/13/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE:

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

REV 1.0 10/25/23

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

To: Colleen Green CG
Director

MAR 24 2025

Through: Chris Earley CEE
Deputy Director

Through: Julia H. Wiley JW
General Counsel, OGC

Through: Bill Winston WLW
Associate Director of
Community Services

From: Clyde D. Edwards CDE
Economic Development Program Specialist

Date: 3/20/2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Lydia's House in Southeast DC**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$ 268,000.00**
ATTACHMENTS:	**FY25 Grant Agreement #2025-07** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

DISTRICT OF COLUMBIA.

COMMUNITY SERVICES
HOUSING COUNSELING SERVICES

GRANT AGREEMENT

BY AND BETWEEN
THE DISTRICT OF COLUMBIA
AND

LYDIA'S HOUSE IN SOUTHEAST

This Grant Agreement ("Grant" or "Agreement"), is made effective as of March 24, 2025, ("Effective Date"), by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the D.C. Department of Housing and Community Development (hereinafter referred to as "Department," "DHCD" or "Grantor") and Lydia's House, Inc., a District of Columbia non-profit corporation Grantee [DUNS No. Unique Entity Identifier (UEI) HA5MFJL1PBF6] (hereinafter referred to as "Grantee") with its principal place of business at 4101 Martin Luther King Jr. Ave SE Washington DC 20032. Grantor and Grantee shall be collectively referred to herein as the "Parties."

RECITALS

1. The Department with offices at 1909 Martin Luther King Jr Avenue SE, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975, D.C. Official Code§ 6-1001 *et seq.*, and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Department is authorized to fund community based non-profit organizations that provide housing counseling services for low- and moderate-income persons.

3. On June 7, 2024, the Department published a Notice of Funding Availability ("NOFA") in the D.C. Register, which announced the forthcoming issuance of the Fiscal Year ("FY") 2025 Request for Applications ("RFA") for the Neighborhood-Based Activities Housing Counseling Services Program ("HCSP"). The RFA was issued on June 21, 2024, that solicited applicants to provide services to District of Columbia ("District") residents as a part of the Department's HCSP. HCSP includes Public Services ("PS"), and Non-Public Services ("NPS") as defined in Section I herein. U.S. Department of Housing and Urban Development ("HUD") approved counseling agencies employing one or more certified HUD counselors are eligible to provide both PS and NPS services, while organizations which do not have HUD approval status may provide PS services only. The RFA included an opportunity for applicants to provide one or more of seventeen (17) services listed in the RFA. These services include HUD-approved counseling in keeping with 24 CFR 5.100 and related Federal regulations (in 2 CFR Part 200, and 24 CFR Part 214) as well as services related to local DC programs which are administered by the Department. The RFA and the requirements set forth therein are also incorporated by reference herein.

4. The Grantee's RFA application demonstrates that its organization possesses project management, and organizational and administrative capacity to successfully perform as a nonprofit grant subrecipient under the Department's HCSP, and accordingly DHCD has determined to award a grant to the Grantee in FY 2025 ("25" or "2025").

5. The Grantor proposes to fund HCSP grant activities in FY 2025 from its allocation of Community Development Block Grant ("CDBG") funds authorized by Title I of the U.S. Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), 24 CFR Part 570.

6. As a condition precedent to disbursement of the Grant proceeds to Grantee for the sole and exclusive purposes described in Exhibit A (which includes the "Statement of Work" and the approved "Workplan", both attached hereto and made a part hereof), the Department requires that Grantee enter into this Agreement setting forth the terms and conditions of the Grant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are hereby incorporated by reference and made a part hereof.

Section I. Definitions.

A. As used herein, the following terms shall have the meanings indicated:

a) **Fiscal Year**: All references to Fiscal Year(s) ("FY") herein refer to the District Government fiscal year which is October 1st to September 30th
b) **Neighborhood Revitalization Strategy Area** ("NRSA") refers to the HUD approved areas of Wards 7 and 8 which have been designated as strategic areas for revitalization. Services to Ward 7 and Ward 8 regardless of whether Public Service or Non-Public Service, attributed to the NRSA.
c) **Non-Public Services** refers to 24 CFR 5.100 counseling services provided to clients in connection with the purchase of a specific home. All other 24 CFR 5.100 counseling is Public Service.
d) **Public Services** refers to all other services and may include group training and/or one on one counseling.
e) **Performance Periods**: The Performance Period is defined as the start date and end date for which Grant funds are awarded to execute an approved Workplan and Statement of Work in keeping with the RFA for FY 2025. (See Section IV below.)

Section II. Exhibits.

The Exhibits listed below and the terms and conditions of the same are incorporated herein and made a part of this Agreement.

A. Services to be Provided
- Statement of Work
- Section 3 from the FY 25 RFA: Services
- Workplan as approved by the Grantor

B. Budget
- Schedules A (3-1) and A (3-2) for the First Performance Period

C. Required Reporting Forms
- Monthly Performance Report on group trainings/orientations/workshops and one on one counseling (in connection with the Statement of Work and Workplan), as well as reports on DHCD certificates issued, outreach and marketing activities, and upcoming group trainings.

- Quarterly Beneficiary Data and Demographics for each of the following (a) PS, (b) NPS, and (c) NRSA activities.
- Quarterly Language Access Report (Optional)
- Quarterly Banking Report (as applicable)
- Quarterly Procurement Report (as applicable)
- Quarterly Submission of Minutes of Board of Directors Meetings

D Method to determine Client Eligibility for Services
E Budget Modification Form
F Drug Free Workplace Certification
G Service Area Eligibility
H Insurance Requirements
I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Section III. Grant Award

A. The Department shall make a Grant of the District's CDBG Entitlement Grant Federal Award No: B-24-MC-11-0001 ("CDBG Federal Award") to Grantee in an amount not to exceed Two Hundred Sixty-Eight Thousand Dollars and No Cents ($268,000.00) (the "Grant") and is allocated as follows:

Sources and Uses of Funds:

Non-Public Service ("NPS") [CDBG EN]	$ 43,550.00
NRSAs Ward 7 and Ward 8 [CDBG EN]	$ 224,450.00
TOTAL CDBG [EN]	$ 268,000.00

Notwithstanding the source of funds designated above, the Grantor reserves the right to provide funding from another source(s). In all instances, applicable Federal and District laws and regulations shall apply regardless of the funding source. The Grant award shall be used to fund a range of services which HUD has defined as Housing Counseling Services: Public Services and Non-Public Services by a HUD Approved Counseling Agency ("HCA").

The specific Grant activities are described in Exhibit A (attached hereto) which includes
(a) the Statement of Work,
(b) Lines of Services - Section 3.2 of the Request for Applications (RFA), and

(c) The approved Workplan
(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

C. The Grant services will benefit low-and-moderate income persons living in the District of Columbia. In keeping with recent Presidential Executive Orders, Grantees should only use grant funds for US citizens and should maintain such documentation to prove citizenship.[25]

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as Exhibit B. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.

D. The Catalog of Federal Domestic Assistance ("CFDA") number is 14.218.

E. The Uniform Administrative Requirements for Federal Grants are applicable to this grant award and are available online at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1. Also, the Grantee must comply with the Community Development Block Grants regulations 24 CFR part 570 that govern this award and other related HUD regulations, which are incorporated herein by reference.

Section IV. Grant Term and Periods of Performance

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2025. During this term, there are two Performance Periods. The First Performance Period is the Effective Date to September 30, 2025. The Second Performance Period is October 1, 2025, to December 31, 2025.

Funding for each Performance Period is in the sole discretion of the Grantor and requires meeting all due diligence requirements prior to award.

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[25] Examples of such document may include copies of unexpired state issued Real ID identification or driver's license, unexpired US passport or US passport card, active duty Military ID, current Green Card or Naturalization documents with state issued photographic identification.

The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of Grant funds or other Grant assets.

Section V. Statement of Work/CDBG Eligible Activities/Eligible Costs/Business Operations

A. CDBG Eligible Activities

1. Grantee shall use the CDBG Grant proceeds solely to fund Grantor-approved service activities that are intended to provide services and empower low- and moderate- income persons in the District of Columbia to make informed housing choices and achieve their housing goals, whether it's finding affordable rental housing, purchasing a home or obtaining financial assistance for critical home repairs.

The best way to provide this critical information to a client in order to assist them in their decision-making process is to adhere to 24 CFR 5.100[26] [in which a HUD certified counselor conducts (1) intake (2) financial and housing affordability analysis with affordability calculation (3) an action plan and (4) follow-up counseling to implement the action plan and achieve its stated goals].

The Grant services to be provided are described in Exhibit A. This description includes the major tasks, activities and project deliverables to be provided under this Grant. The Grantor reserves the right to alter or change the District of Columbia program requirements including eligibility, services provided, service methodology, service delivery and program goals during the performance period.

The proposed Grant activities are CDBG eligible activities pursuant to 24 CFR 570.201(e).

2. Grantee shall sponsor outreach events that inform the community about the Grant activities and participate in other community events as requested by Grantor.

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[26] 24 CRF 5.100: "Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling."

3. The Grantee must retain records which demonstrate that each activity funded under this Grant is CDBG eligible and document the amount of CDBG funds expended for each activity. This includes the activity itself, the outcomes, and the records concerning beneficiaries in keeping with subsection (B)(2) below receiving services. Any authorizations needed together with beneficiary statistical information should be obtained by the Grantee during intake or registration. HUD does not grant exceptions or authorize the District to make exceptions to this requirement.

B. CDBG National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention of slums or blight; 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. The Grantee certifies that the CDBG-assisted activities to be carried out under this Agreement will meet the National Objective of primarily benefiting low- and moderate-income persons (limited clientele activities) in accordance with Federal and District Requirements. The minimum threshold requires that at least 51% of the households served with CDBG funding must be low- and moderate-income households; provided however, that a Grantee whose application claimed additional scoring points for agreeing to provide Grant services to more than 51% low- and moderate-income beneficiaries, must adhere to the percentage they elected in their application.[27]

In accordance with the Grantee's election in their Application for a grant award and for receiving additional points in scoring, the Grantee has agreed to exceed the minimum requirement and to serve at least 90% low- and moderate-income beneficiaries.

Note: This percentage cannot be decreased as it was used for scoring in a competitive round of funding.

4. The Grantee shall disclose to any client that services are provided free of charge by a Grant funded by DHCD using Federal funds and therefore the Grantee has certain reporting

[27] In responding to the RFA published June 21, 2024, applicants were given the opportunity to receive additional points in scoring for committing to exceed the CDBG minimum threshold to either a 75% minimum or a 90% minimum.

requirements in order to provide the Grant services free of charge. The Grantee shall use appropriate forms to obtain a client authorization, as required, to comply with the terms of this Agreement and to meet HUD reporting requirements,

C. Staffing

Where HUD requires services are to be provided by a Certified HUD Housing Counselor, the Grantee shall comply with that requirement and not permit services reserved to HUD certified counselors to be provided by others.

To the extent applicable, Grantee agrees to secure the services of qualified personnel that are licensed and bonded in the District of Columbia to perform the CDBG Federal Award activities and services listed in Exhibit A.

Any changes in personnel or their general Grant responsibilities as set forth in Exhibit A are subject to the prior written approval of DHCD. In this regard, it is essential that the Grantee immediately report terminations and proposed new hires to the Grantor.

D. Business Operations

1. Grantee shall observe business hours of operation onsite in their service location(s) that align with District Government hours of operation specifically Monday through Friday 9:00 am to 4:30 pm (DC holidays excepted)[28] and shall ensure that sufficient staff are on site at Grantee's place of business to carry out Grant services.

2. During the hours of operations, Grantee shall have live answered telephones for incoming calls. If the Grantee's phone system utilizes an auto-attendant function or voicemail, announced option to the caller must include an option to press a certain key (such as "0" for an Operator) to be connected to a staff person in real time who can answer and field questions, redirect a caller to a staff person who can address a caller's inquiries, or provide registration information. DHCD and other DC agencies such as the Office of the Attorney General may check Grantee's compliance with this requirement from time-to-time.

[28] DC Holidays include New Year's Day, Dr. Martin Luther King, Jr. Holiday, Washington's Birthday, DC Emancipation Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Day.

E. Grantee may offer clients virtual appointments as well as virtual group informational or educational activities, but Grantee shall also provide clients an option for in-person services (including both in-person one on one appointments as well as some in-person group informational or educational activities.) The Grantee shall not refuse in-person services to DC residents.

F. Housing Resource Center (HRC) and Late Night Hours: As required by the RFA, "Applicants selected for the award shall participate (in a regular rotation) in staffing onsite at the Department's Housing Resource Center (HRC). The HRC provides services to DC residents by appointment and walk-ins." The HRC is located in the Grantor's offices at 1909 Martin Luther King Jr Av SE. The HRC coordinator, in conjunction with the Associate Director for Community Services, will develop a schedule in consultation with Grant subrecipients for staffing the HRC on a rotating basis on weekdays.

RFA applicants were awarded additional points in their score by committing to "Extended Office Hours." The options included providing office hours until 7:00 pm at least one (1) day a week in their office location and/or until 7:00 pm at least two (2) days a month in the HRC.

In accordance with the Grantee's selection in their Application for grant award and funding, the Grantee has committed to serve Extended Office Hours Extended Office Hours until 7:00 pm one (1) day a week in their office and one (1) day in the HRC.

Section VI. Disbursement/Required Support Documentation

A. Reasonable, Allowable, Necessary, Allocable

1. Grantee may request reimbursement for actual expenses incurred to provide services and as described in the Grant Budget (A 3-1 and A 3-2). Requests must meet all four criteria: reasonable, necessary, allowable, and allocable. (2 CFR 200.305)
   a. ***Allowable costs.*** Reimbursements are limited to the expenses directly related to activities supported by the grant activities and are subject to the regulations of the Federal and District Governments. Expenses related to activities should be necessary, reasonable, allowable and allocable.
   b. ***Limitations on allowable costs.*** A grantee may not use an indirect cost rate to determine allowable costs under its grant.
   c. **Some *Unallowable costs.*** Expenses that are not allowable include (but are not limited to) sales tax, late fees, debts, tips & gratuities, food, alcohol, controlled substances, cash reserves or investments, money given to individuals (including

donations, grants or loans), contributions to organizations, costs of fundraising, fund development, grant writing, advocacy, lobbying, and purchase of goods or services for personal use or benefit.

2. In addition, Grantee must demonstrate to the reasonable satisfaction of the Grantor that Grant performance milestones have been achieved. All requests for payment of eligible expenses shall be associated with the budget line items specified in Exhibit B (Budget Schedule A (3-1), estimated cost invoices and satisfactory Grant performance.

3. Grantees may not be reimbursed for expenses paid through Cash app or other similar peer-to-peer payment platforms, since such platforms create issues for recordkeeping, auditability, and compliance with grant regulations.

4. The Grantee shall not supplant funds or seek reimbursement for expenses that may be reimbursed by another grant (Federal, District, or private) either prior to or subsequent to reimbursement by the Grantor.

5. The Grantee must have the capacity for bookkeeping and accounting services required to track Grant expenses and create payment requests in keeping with Federal and District requirements, either on staff or by a third-party contractor.

6. The Grantee shall create and submit payment requests in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the Grantee to create and submit invoices by selecting the applicable purchase order number which is listed on the Grantee's profile.

7. All Grantees must be registered in the portal prior to invoice submission. The vendor portal website is **https://cfo.dc.gov./supplier_portal**. Please log onto the portal for further details and instructions. Questions can be submitted to **suppliers@dc.gov**.

B. Form of Submission of Payment Requests

1. The cover sheet to the reimbursement package must be the 30A Form of the Department [RCSD DHCD 306A Revised October 2024]. No other cover sheet is needed. This form should contain the Purchase Order Number, the IDIS Number, and the Partial Payment Number in accordance with Department's guidelines.

Payments requests are contingent upon certification by the Grantee in the following form as contained on the 306A (RCSD DHCD 306A Revised October 2024). The Certification is to be made by the chief executive officer, or the chief financial officer or the chief operations officer if the Governing Board has authorized this officer to act on behalf of the board to sign.

"I certify that all items, quantities and prices of work and material shown in the requisition are correct to the best of my knowledge and belief. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information , or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812." (2 CFR 200.415)

2. Page 2 and Page 3 shall be the Reimbursement Request A 3-1 and A 3-2.

3. Page 4 shall be the Invoice Cover Sheet with:
   a. A unique identifier (e.g. a row number or brief alphanumeric code) shall be assigned by the Grantee to non-personnel invoices and with the same unique identifier marked on each and every supporting document (e.g. receipt, proof of payment, cancelled checks, contracts, scopes of works, services rendered, vendor statement or document, Grantee's notes) submitted. The unique identifier shall be listed on the invoice cover sheet.
   b. Vendor's name
   c. Remittance address
   d. Invoice number
   e. Invoice date
   f. Contract number (also known as Grant Number)
   g. Purchase order number (if any)
   h. Invoice Amount
   i. The Amount which the Grantee is requesting reimbursement
   j. Quantity of goods/services delivered. Deliverables. Shipping and payment terms
   k. Other substantiating documentation that justifies and supports the payment request.

4. Page 4 and subsequent pages as needed shall include the supporting documents for the reimbursement request including signed timesheets, payroll reports, invoices from vendors marked as described above. (See Section E below.)

C. HUD Related Requirements

1. Federal regulations require that reimbursement under the Grant is tied to (a) beneficiary data reporting and (b) program performance. Failure to meet reporting deadlines for performance and/or beneficiary service data will suspend temporarily the processing of Grantee payment requests. Staff unavailability does not waive the requirement to meet reporting deadlines, and Grantee shall ensure that adequate staff are trained or cross-trained to prepare and submit reports timely.

2. The Grantee should be aware that HUD maintains an *Integrated Disbursement and Information System* ("IDIS"), a database in which the Grantor must make reports during the performance period on each Grantee's account. HUD flags subrecipient accounts when reporting is not provided by a deadline. Such a flag shall constitute a default. Multiple flags or failure to meet the conditions for HUD to remove a flag may result in suspension or termination in keeping with Section XII (C) of this Agreement.

D. Schedule for Submission of Reimbursement Requests

1. Requests for reimbursement shall be submitted in a timely manner by the date due. Failure to meet a deadline shall constitute a default.

2. On the 10th day of each month, the Reimbursement Request shall be for the prior month; provided however, the September reimbursement request must be submitted earlier in October on the date specified by the Office of the Chief Financial Officer of the District of Columbia, which is usually between the 5th and 7th day of October. *(Grantee may wish to use other funding sources for the late September payroll to facilitate meeting the deadlines.)*

3. In order to close-out the grant by September 30th, the October request should be the only request submitted in September.

4. The monthly schedule for submission is as follows:

Month	Due Date
March	April 10th
April	May 10th
May	June 10th
June	July 10th
July	August 10th
August	September 10th
September	October 5th or 7th as specified by the DC CFO
October	November 10th
November	December 10th
December	January 10th
January	February10th
February	March 10th

5. As applicable, expenses incurred pursuant to a project commitment in IDIS that has been approved by the Grantor and are otherwise eligible for reimbursement at the Grantor's sole discretion, may be reimbursed, regardless of when those expenses were incurred.

E. Source Documentation

1. All costs and obligations incurred under this Grant Agreement must be supported by source documentation (e.g. invoices, receipts, contracts, canceled checks, etc.). Documentation may also include approved time distribution sheets and certified payroll reports for employees and contracts.

2. The Grantee must satisfy all documentary requirements to the reasonable satisfaction of the Grantor prior to the disbursement of Grant funds.

F. Requirements Applicable to Disbursed Funds/No Escrow

1. Grantee shall not escrow Grant funds. However, nothing shall prohibit the Grantee from supplementing funding for these activities from other sources including other grants, funders or donors.

2. Any cash advances disbursed pursuant to this Agreement must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate

cash requirements of the Grantee in carrying out the purpose of the Grant. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct Grant program or project costs and the proportionate share of any allowable indirect costs.

3. If at any time it is determined that more Grant funds are disbursed to Grantee than what was required by the Grantee's immediate disbursement needs, Grantee shall immediately return to Grantor the excess funds.

4. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations or fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee.

G. The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect cost rate, as further described in Section (C)(4) and Section (C)(5) (Reporting Requirements) below.

H. In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant proceeds within three (3) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant proceeds, unless another date shall be agreed to be the parties in writing. The Grantor reserves the right to recover such losses by any legal remedy available.

Section VII. Budget Modifications

A. Any amendments to the budget (change in the amounts specified in the individual cost categories set forth in Exhibit B). may be approved by the Grant Administrator, so long as the total amount of the budget is not exceeded.

B. Any increase in the total Grant amount must be approved by the Director of the Department. If the change is made at the request of the Grantee, the request shall be in writing dated and shall be submitted on a Budget Modification Form, attached hereto as Exhibit E.

1. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and dated using the appropriate excel format or the appropriate online portal if available.

2. The Grantee shall make modification requests by June 1st, to allow sufficient time for processing prior to the start of the fourth quarter of the fiscal year. No more than two modifications may be required in the performance period. Requests for modification to the budget shall not be approved after June 1, 2025, except for extenuating circumstances specified in writing, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion.

3. The Department will not approve reprogramming of personnel funds for positions not filled in compliance with this Agreement and Grantee's personnel policies submitted to Grantor. If at any time DHCD requires a more detailed budget breakdown than the one contained herein, the Grantee shall provide such supplemental budget information in a timely fashion and in the form and content prescribed by DHCD.

Section VIII. Conditions Precedent to Grant Closing and Grant Disbursement

Grant closing shall mean the date on which Grantee has satisfied all conditions precedent to execution to the satisfaction of the Grantor, at which time both parties have executed and delivered the Grant Agreement. No Grant proceeds shall be disbursed prior to Grant closing.

The following conditions must be met prior to Grant closing:

A. Eligibility Determination. Determination by the Grantor that Grantee's proposed Grant activities meet eligibility and national objective requirements specified by the CDBG Program regulations at 24 CFR §§ 570.200 through 570.209. Grantor has determined that the proposed Grant activities are eligible for CDBG Program funding pursuant to 24 CFR 570.201(e) (provide housing counseling services to low- to moderate-income households).

B. Environmental Clearance. Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historic preservation reviews, and HUD has issued an approval of the release of funds.

C. Due Diligence Submissions. The following items must be delivered to DHCD for approval prior to Grant execution and Grant closing:

1. Articles of Incorporation, organizational by-laws and certification of nonprofit status.
2. Board/Corporate Resolution, memorializing
   a. the Grantee's intent to enter into this Agreement
   b. identifying the total Grant amount of the award
   c. identifying the Grant Number
   d. identifying the funding source(s) of the award, and
   e. identifying the authorized person by name and title who is authorized to sign on behalf of the corporation to enter into this Agreement.
3. Certificate of Good Standing
   a. issued by the DC Department of Licensing and Consumer Protection (DLCP)
   b. certified within 6 months of the Effective Date of this Agreement.
4. Certificate of Clean Hands
   a. issued by the DC Office of Tax and Revenue (OTR)
   b. certified within 90 days of this Agreement.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia to carry out the Grant activities.
6. Evidence that Grantee has obtained insurance, as provided in Exhibit H. If the renewal period for any insurance requirement occurs during the Grant performance period, the Grantee is required to submit to the Grantor evidence (Certificate Of Insurance) of insurance renewal to cover the remaining Grant performance period.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Effective Date.
8. An Affirmative Action Plan ("AAP") must be submitted by the Grantee for review and approval by the District prior to Grant execution and the disbursement of any Grant proceeds. The AAP shall be in a form to be determined by the District and must detail the Grantee's efforts to comply with the District's goals for achieving equal employment in District government contracts and set forth specific standards for the utilization of minorities in all job categories, as required by Mayor's Order 85-85 and District law.
9. Drug-free Workplace Certification (Exhibit F).
10. Debarment affidavit and verification confirming that Grantee is not debarred or suspended or otherwise excluded from or ineligible for participation in federal or District assistance programs under Executive Order 12549 or District law.

D. Opinion of Counsel. Grantee shall submit a written opinion of the Grantee's attorney, which states that the attorney has read the Grant documents and that the Grantee:

- Is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary.
- Has the full authority and legal right to carry out the terms of this Grant Agreement and all documentation required hereunder to be executed by Grantee; and
- Has taken all actions to authorize the execution, delivery and performance of this Grant Agreement and any documents required to be executed in connection with the Grant according to their respective terms

The Opinion shall further state that none of the aforesaid actions, undertakings or agreements violate any restriction, term, condition or provision of the Grantee's organizational documents or any contract or agreement to which Grantee is a party or by which it is bound. The Opinion must identify the Grant Agreement by name and Grant number, and the counsel must specifically identify the documents upon which the Opinion is based.

E. Current on District Obligations. Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant, including all local taxes and charges affecting Grantee's business.

F. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Proceeds, including, but not limited to the Council of the District of Columbia and the Chief Financial Officer of the District of Columbia.

G. Clearance Approval issued by the DHCD Office of Program Monitoring.

Section IX. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. The Grantee shall cure all report deficiencies identified by the Department and resubmit for approval by the Grantor within 14 calendar days of the notification. The requirements of monthly and quarterly reports [VII.(A) and (B) are in Exhibit C.]

A. Monthly Reporting

Monthly Performance Reporting. The Grantee shall use the online reporting portal provided by the Grantor and shall provide a complete performance report by the 10th day of each month reporting on Grant activities, accomplishments and performance of the prior month. Failure to submit the report by the tenth day of the month following the end of each

month shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

B. Quarterly Reporting

On the 10th day of January, April, July, and October, the following quarterly reports for the previous three months shall be due and provided by the Grantee in the form and method required by Grantor:

1. Quarterly Report on **Beneficiary Data and Demographics** (separate reports for PS, NPS and NRSA).

2. **Banking Report** (as applicable)

3. **Non-expendable Equipment Inventory Report** (as applicable) (the purchase or lease of non-expandable equipment). The purchase of all computer equipment must have prior approval from the Department.

4. **Procurement Report** (as applicable).

5. Copies of the **Minutes of the Board of Directors** meetings, which took place during the previous quarter; and

6. **Language Access Report** (optional) -- If services are provided in languages other than English, we encourage a language access report to be made.

Failure to submit any or all Quarterly Reports by the tenth day of the month following the end of a quarter shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

C. Additional Report Requirements

The following reports are due to the Department within the timeframes indicated below. If these documents were previously submitted, they must be updated and resubmitted.

1. Fringe Benefits Report

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects funded from the proceeds of this Grant shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefits rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the change. The report shall be submitted to DHCD within fifteen (15) days of Grant execution.

The fringe benefits rate for any personnel costs funded by this Grant shall not exceed 20% of the base salary rate indicated in Schedule A Form A (3-2) of the budget (Exhibit B).

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to the date of the Offer Letter.

All personnel costs approved under this Grant Agreement must be filled within ninety (90) days of Grant execution or within ninety (90) days of the vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than ninety (90) days, whether intermittent or consecutive, at any time during the Grant period may result in the loss of funds for the position.

Grantee must submit transcripts of training or continuing education for individual staff and counselors to the Grantor.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with CDBG funds, in accordance with the requirements specified in 2 CFR Part 200 (Exhibit D). The property inventory list must include, at a minimum, a short

description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

a. The Grantee shall submit a budget and Cost Allocation Plan showing its direct and indirect costs and the allocation of such costs to the Grantee's activities, including the administration of the activities and services provided under this Agreement. The plan must show all allowable and unallowable costs and how such costs are included in the direct and indirect costs in accordance with 2 CFR Part 200.

b. A current Cost Allocation Plan must be submitted no later than thirty (30) days following Grant execution.

c. The Cost Allocation Plan must include all sources of funding for the Grantee, including this, Grant and to which program/cost centers each source has been applied using the Grantee's chart of accounts (referencing individual budgetary line items).

The Grantee must provide:
i. the total amount of funding from each funding source,
ii. the total staff employed by the Grantee, regardless of funding source, staff allocation per grant/program and the estimated percentage of time spent per grant program.

d. As required by HUD, the Cost Allocation Plan is subject to approval by the Grantor. The Grantee shall cure any defects or omissions in the Cost Allocation Plan within 60 calendar days of the notice to cure.

e. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. The waiver request must detail the reasons for the waiver request and include a copy of the relevant audited financial statements.

f. Claims for reimbursement of documented Grant expenses shall comply with 2 CFR Part 200 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.

5. Indirect Cost Rates

a. Grantees may request reimbursement for indirect costs based on their Cost Allocation Plan. The Cost of Allocation Plan must be reviewed and approved by the Grantor. The Grantee is required to keep records of the expenses charged to the Indirect Cost Rate for monitoring and close-out.

Grantees with Indirect Cost Rates are required to use their indirect cost rate. Grantees with provisional rates must demonstrate the rate is not expired or that it is currently used by a Federal Agency in awarding Federal funds to the Grantee during the current Fiscal Year. Other Grantees may use the Federal *de minimis rate* of 15%. In either case (*De Minimis rate* or Federally Approved rate), Grantee shall maintain records (available during monitoring, or close-out or upon request) indicating which costs in the cost allocation plan and the dollar amount have been attributed to the Indirect Cost.)

Indirect cost rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with supporting documentation. DHCD will not make adjustments to indirect cost rates after June 1st.

The Grantor does not issue or award Indirect Cost Rates.

Grantees who wish to obtain a Federally authorized Indirect Cost Rate are encouraged to contact the "Cognizant Agency" which is the US Department of Health and Human Services.

b. For all personnel costs funded under this Agreement, Grantee must maintain documentation for use of indirect cost funding and provide the same when requested for verification of expenditures in keeping with the approved cost allocation plan, including, but not limited to cancelled checks, employee signed and supervisory approved employee time sheets, invoices and bank records.

c. Expenses charged to an indirect cost rate must be accompanied by and cross-referenced to and reconciled with an independent audited financial statement, which accounts for all (grant funded and non-grant funded) activities by the Grantee during the fiscal year in which the indirect cost rate is based.

6. Organizational Audit

Grantee must submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year.

Note to All Grantees: All Grantees must ensure their financial records are available for review or audit by appropriate officials of the Federal Government and the District Government.

7. Auditor's Management Letter.

Grantee shall submit an auditor's Management Letter to the Grantor at the time it submits the annual audit.

8. Procurement Policy, Accounting Policies and Procedures, and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution, the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of the Grant. These policies and procedures shall be in accordance with the requirements of 2 CFR Part 200. The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

If the Grantee has previously submitted these documents, and the documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a certified statement (the "Re-certification Letter") to the Grant Administrator indicating when the most current document was submitted to the District and certifying that no changes to these policies and procedures have since been made.

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D. Summary of Report Deliverables and Receipt Due Dates:

	Report	Receipt Due Date
1	Monthly Performance Report	No later than the 10th day of each month
2	Quarterly Beneficiary Data	No later than January 10th, April 10th, July 10th and October 10th – a separate report for each use: PS-NPS-NRSA
3	Language Access Report (Optional)	No later than January 10th, April 10th, July 10th and October 10th
4	Fringe Benefits Report	Within 15 days of Grant execution
5	New Hires/New Employees Information (Job Description & Resume) HUD certificate if certified counselor	10 Days prior to the Offer Letter of Employment being sent to the candidate
6	Notice of Vacant Position	Within 10 days following the vacancy
7	Non-expendable Equipment Report	Within 15 days of Grant execution and quarterly thereafter
8	Procurement Policies and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
9	Accounting Manual and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
10	Cost Allocation Plan (based on and tied to the most recent audit)	Within 30 days of Grant execution
12	Independent Financial Audit	Within 90 Days of the Close of the Grantee's Fiscal Year

	Report	Receipt Due Date
13	Single Audit Report (if applicable)	Within 30 Days of submission to the Federal Audit Clearinghouse
14	Auditor's Management Letter	Submitted with the submission of the Audit
15	Requests to revise Budgets and/or Workplans	Prior to the 1st day of June
16	Grantee's Close-Out Report (Section XV.) Inventory Report & Annual Report	Within 90 Days of the end of the Term of the Grant.
17	HUD 9902	Within 30 Days of Submission to HUD
18	HUD Monitoring Report	Within 30 Days of Receipt from HUD monitor or the HUD intermediary monitor.

Section X. Accounting/Audit Requirements

A. Accounting System

1. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in Exhibit B.

2. Accounting records should be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.

3. Any funds provided to the Grantee or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest-bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

Grantee shall submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year, contingent on the following:

1. Grantees receiving an aggregate of $1,000,000 or more from all funders in Federal funds must in accordance with Federal regulations obtain an independent audit (Single Audit Act of 1984 , Single Audit Amendments Act of 1996, and 2 CFR Part 200). A standard audit may be supplied pending the completion and submission of the Single Audit.

2. Grantees:
   (a) Required to be audited by any State or political subdivision(s) thereof (whether by statute or regulation) or
   (b) Who conduct an audit to submit to any government or private funder, or foundation or corporate funder or
   (c) Whose governing body or senior management obtains an audit,

   shall be required to submit that audit to the Grantor upon receipt of the same.

If the Grantee is not audited in accordance with (1) and (2) above, the following shall apply:

3. A Grantee whose corporate entity receives or expends less than $999,999 as reported to the Internal Revenue Service in the 990 Tax Return without amendments, deletions or summarized details must file with the Grantor a financial report prepared by an independent Certified Public Accountant and certified by the same that contains:
   - income statement or Statement of Activities,
   - balance sheet or Statement of Financial Position,
   - statement of Functional Expenses by program or cost centers such statement to break out separately the Grantor's funding by Grantor's program(s) separately from all programs or cost centers used.
   - statement of cash flows, and
   - independent review and certification of the financial statements including a review of the management's financial internal controls.

   In addition, the nonprofit organization must file a biennial audit that covers both years within a biennial period. See 2 CFR Part 200, Subpart F.

4. The Grantee shall fully clear any deficiencies noted in the audit reports within sixty (60) days after receipt by the Grantee.

5. . Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default of this Grant and may result in the withholding of future payments and/or debarment from participation in future Grants.

Section XI. Grant Administration

The Grant Administrator is:

William Winston
Associate Director for Community Services
DC Department of Housing and Community Development
1909 Martin Luther King Avenue SE, Room 304
Washington, D.C. 20020.

The telephone number is (771) 208-9628. All concerns regarding the technical implementation and interpretation of this Grant are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line-item changes and terms) where there is no dollar increase.

Section XII. Repayment of Grant Funds/Grant Performance Monitoring Default and Remedies

A. HUD Monitoring

The Grantee is subject to monitoring by HUD and agrees to provide all required information, data, records, files including client files, case notes, correspondence and emails, reports, beneficiary data, performance data, financial records, supporting documentation, to satisfy HUD monitoring. Notwithstanding the date of a finding by HUD, should HUD make a finding, the Grantee shall be responsible to cure the defect, and should HUD require repayment of Grant funds for any reason to the Federal Government, the Grantee shall be responsible for repayment in the amount specified by HUD. Repayment shall be made to the District of Columbia and by the District to the Federal authority in satisfaction of the HUD requirement. HUD monitoring is not confined to the performance period but extends through the record retention period provided in Section XV.

B. Grant Performance Evaluation

1. DHCD will monitor the performance of the Grantee to ensure that the goals and performance standards stated in the Statement of Work and Work Plan and RFA are being achieved according to schedule and within budget.

2. All records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. Grantee shall make timely submission of all information and/or records requested by DHCD or HUD to assess performance under the Agreement.

C. Suspension or Termination of Grant Assistance

1. In accordance 2 CFR 200.340 and 200.341 and 200.343, suspension or termination of CDBG Grant assistance may occur according to the Default provision in subsection D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner.

2. If Grantee fails to correct the substandard performance within thirty (30) days after receiving written notice from DHCD, suspension or termination of this Agreement will be initiated.

3. In accordance with 2 CFR 200.340(a), suspension or termination of Grant assistance may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

Subject to any applicable notice requirement and right to cure, the occurrence of any of the following shall constitute an event of default:

1. Failure to comply with any of the CDBG Program rules, regulations or provisions referred to in this Agreement, or such other Federal or District statutes, regulations, executive orders, District of Columbia mayoral orders, HUD rulings, policies or directives applicable to this Grant:

2. Failure to comply with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement.
3. Substandard performance by the Grantee or any of its agents under this Agreement, as determined in the sole and reasonable discretion of DHCD; or
4. Improper use of funds provided under this Agreement.

A determination of default shall be made in the sole and reasonable discretion of DHCD.

E. Remedies for Default

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of a written notice to the Grantee, Grantor may take one or more of the following actions, as determined in its sole discretion:

1. Terminate and suspend further disbursement of any remaining Grant assistance.
2. Disallow all or part of the cost of the activity or action that is not in compliance with this Agreement.
3. Wholly or partially suspend or terminate the current Grant award; or
4. Take other legal remedies that may be available.

F. Termination for Convenience

The Grant may be suspended or terminated on the basis of convenience as provided in 2 CFR 200.340(a).

G. Reversion to DHCD of Grant Assistance

1. Upon default by the Grantee under the terms of subsection D above, which has not been cured, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request the following:

i. Any Grant funds in its possession (whether or not committed),
ii. Any accounts receivable attributable to the use of Grant funds; and
iii. The portion of any income directly generated by (or the prorated proportion of) Grant funds for the activities described in this Agreement.

2. Upon final completion of the projects and activities for which CDBG funds have been provided by DHCD, expiration of the term of this Agreement, cancellation, or determination of this Agreement, the Grantee shall transfer any unspent, excess or surplus CDBG Grant funds, to include accounts receivable attributable to the use of the CDBG funds.

H. Grantor Non-Waiver

DHCD's delay or failure to act with respect to a breach by the Grantee does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section XIII. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, and 2 CFR Part 200, as deemed applicable by the Grantor. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Fund Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Organizational Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter arising from this Grant Agreement.

D. Cancellation Ceiling

In the event of cancellation of the Grant because of non-appropriation of funds for a specific fiscal year, there shall be a cancellation ceiling of zero dollars.

E. Anti-Deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, Grantor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code§ 47.105. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-Deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section XI. of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements.
2. Performing technical evaluations as required.
3. Interpreting the Statement of Work and other language in the Grant.
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with the District and other laws and regulations applicable to the Grant.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

Clifford Beckford
Executive Director
Lydia's House in Southeast
4101 Martin Luther King Jr. Ave., S.W.
Washington, DC 20032
Phone: (202) 373-1050
cbeckford@lhndc.org www.lh4us.org

H. Misuse of Grant Funds

Any alleged fraud, waste, abuse or mismanagement of Grant funds shall be immediately reported to the Grantor and the District of Columbia Office of the Inspector General ("OIG"). The OIG may be reached at (202) 724-TIPS (8477) and (800) 521-1639 or at oig.dc.gov

I. Nonassignability

Grantee will not sell, assign, pledge or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

Section XIV. Insurance

A. The Grantee shall obtain at least the minimum insurance coverage set forth in this Section XIV. and Exhibit H prior to the Effective Date and keep such insurance in force, as may be applicable, throughout the Grant period of performance.

B. Fidelity Bond: The Grantee must procure Fidelity Bond coverage in an amount equivalent to the total Grant budget. Pursuant to 2 CFR Part 200, Fidelity Bond coverage is required to protect the District's interest in the dollar amount of the Grant. Should Grantee be unable to procure a Fidelity Bond, Grantee shall submit proof that it has obtained general liability insurance that covers internal employee criminal activity or directors' and officers' liability insurance.

Section XV. Records Retention/Access

A. Records Retention

The Grantee shall retain all records demonstrating compliance with CDBG requirements and that are pertinent to this Grant for no less than five (5) years from Close-out of this Grant Agreement, including any extension thereof made in accordance with Section XVI. [Option to Extend] and including but not limited to Close-Out in IDIS of any HUD requirements. See Exhibit 5.1 in this link: https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-5.pdf

B. Extension of Retention Period

Notwithstanding the foregoing retention requirement in paragraph A above, if any litigation, claim, HUD monitoring or audit is initiated before the expiration of the retention period, records shall be retained for a period of not less than four (4) additional years following completion of the actions and resolution of all proceedings (e.g. litigation, claim, HUD monitoring or audit) involving the records.

C. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility, progress and achievement toward program goals and secure such records in a manner subject to applicable privacy laws. Such data may include, but is not limited to, client name, address, income level, case notes, correspondence and a description of service(s) provided. The Grantee shall use software which is HUD compliant to maintain client records. The Grantee shall transmit client records and files in a manner that is compliant with HUD's Personally Identifiable Information (PII) requirements.

D. Access to Records

All Grantee books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Grant funds shall be made available to the Department, HUD, its designee, representatives of the Inspector General of the District of Columbia or the Office of the DC Auditor at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.

E. National Objectives

The Grantee agrees to maintain documentation that demonstrates that the activities carried out with CDBG funds provided under this Grant meet the CDBG national objective of benefiting low- and moderate-income persons, as defined in 24 CFR part 570.208.

F. Copyright

If this Agreement results in any copyrightable material or inventions, DHCD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Section XVI. Federal and District Public Policy Requirements

Grantee shall fully comply with the following Federal and District policy requirements, as deemed applicable by Grantor:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federal-assisted and federal conducted programs and activities .

C. The requirements of Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

D. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.-) and implementing regulations at 24 CFR I part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

E. The requirements of Executive Order 11246, as amended by Executive Orders 11375. 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

F. The Conflict of Interest provisions of Federal and District laws strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of Federal funds to comply with 2 CFR 200.317 to 200.327 and

any sections of Title of 24 the Code of Federal Regulations concerning CDBG funding which are more restrictive than the Uniform Guidance Code for use of CDBG funds. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within (fifteen) 15 business days of execution of the Grant Agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict-of-Interest declarations to be executed by each employee and board member.

G. The Hatch Act. Chapter 15 of Title V. United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

H. The National Environmental Policy Act or other legislation implemented by 24 CFR part 58.

I. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement as Exhibit F.

J. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991H FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.

2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any grant,

or the entering into any extension. continuation. renewal, amendment of modification of any grant.

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and

c. He or she will include the language of the certification in all sub- grant awards at any tier and require that all recipients of sub-grant awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this Grant imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure, as the applicable grant shall so provide.

K. The Americans with Disabilities Act of 1990 (ADA) - Notwithstanding anything contained herein to the contrary, during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

L. The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are applicable pertaining to economic opportunities for low and very low-income persons. 24 CFR part 135.

M. First Source Program - Contractors and subcontractors of a government-assisted Project totaling $300,000 or more must comply with the District's goals for the recruitment, referral and placement of District residents. See D.C. Law 5-93, as amended, D.C. Official Code§ 2-219.01 et seq.

Section XVII. Close-Out Provisions

Activities and tasks during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor, and determining the custodianship of records (which shall remain the responsibility of the Grantee unless a determination is made otherwise). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over District appropriated funds and the record retention period, whichever is longest. Grantee shall submit the following items within the time frames indicated in this Section after completion of Grant activities or expiration or termination of this Agreement.

1. All activities are eligible, were completed and met a national objective.
2. All grant funds were expended in full, or all remaining funds are to be returned to Grantor.
3. All reporting requirements were completed and submitted (except for the final report that is submitted during the closeout process).
4. Any special conditions were met; and
5. All deficiencies or corrective actions affecting the Grant were resolved.

A. Grant Close-Out Report

The Grantee shall submit to the Grantor a Grantee's Close-Out Report ("Report") within ninety (90) days after expiration of the Grant term, termination of the Grant, or final payment for activities under this Agreement, whichever occurs later. This Report, at a minimum, shall include a narrative of the Grantee's completed tasks based on the activities, performance measures and goals set forth in the Statement of Work. The Report shall be completed using a form provided by the Grantor. The Grantee shall provide any information or data Grantor requests for Close-Out. In the Grantor's sole discretion, the reporting provided during the term of this Agreement may be accepted in lieu of the Grantee's Close-Out Report if those reports contain all information required in this section.

B. Documentation of Expenses

Within ninety (90) days after the expiration of the Grant, the Grantee shall provide to Grantor documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses.

C. Equipment Inventory

The Grantee shall submit to Grantor a list of all furniture, fixtures, equipment and vehicles purchased with Grant funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with 2 CFR Part 200.

D. Audit

The Grantee shall submit an audit or financial statement, as applicable, and as provided in Sections IX and X. of this Agreement.

E. Transfer of Records

Grantee shall, within ninety (90) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

F. Grantee's Obligations

The Grantee's obligations to DHCD remain in effect through the period of record retention as stated in Section XV.

Section XVIII. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion, and if legally permitted, extend the term of the Grant no more than two (2) times for one-year terms, or any fraction of one year, or multiple successive fractions thereof.

B. Grantor will endeavor to provide Grantee a preliminary written notice of its intent to extend at least thirty (30) days before the end of the Grant Term. The preliminary notice does not commit the District to an extension or authorize additional Grant funds to Grantee.

C. Any extension of this Grant is contingent upon the appropriation of funds for the applicable time period. However, the availability of funds shall not obligate the District to extend the Grant.

Section XIX. Total Agreement

The Grant Agreement, including specifically incorporated documents (to include the approved Statement of Work, the Work Plan, the approved Budget and the Grant attachments) constitute

the total and entire agreement between the Parties. Grantee understands and agrees to comply with the incorporated references contained in this Agreement and all applicable District and Federal laws and regulations.

Section XX. Applicable Law.

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia, unless otherwise controlled by federal law. In any proceeding relating to this Grant Agreement, each of Grantor and Grantee, hereby irrevocably submits to the jurisdiction of the Courts of the District of Columbia for the purposes of any suit, action or proceeding arising out of or relating to this Grant or transactions contemplated hereby.

Section XXI. Severability.

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XXII. Amendment.

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Grant activities, or the amounts specified in the Budget without the prior written approval of Grantor. The Grantee may request in writing approval of any proposed change to the Statement of Work or Workplan or the amounts specified in the eligible cost categories of the Budget and shall provide adequate supporting information and a revised budget along with its request. All such requests must be signed and dated.

Section XXIII. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or fully, by the Department.

1. The written or printed materials must include the authorized DHCD logo.

2. Written or printed materials include, but are not limited to, newspaper, radio and television announcements or advertisements, websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.
4. Grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to Grantee.
5. Grantee must provide copies of all marketing materials, brochures, flyers and other materials that publicize grant-funded activities to Grantor via email at dhcd.occo@dc.gov

Grantee shall publicize, as appropriate, to its constituency through social media, print, and online postings, DHCD communications and events that are related to Grant supported activities.

Section XXIV. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code§ 2-531 *et seq*. provides for the disclosure of public information. Specifically, the law provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Official Code § 2-170 l (13) .

This serves as your Notification that information /documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code§ 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXV. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, homeless status, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Sexual harassment is a form of sexual discrimination which is prohibited by the Act and Mayor's Order 2023-131 (Updated District Government Sexual Harassment Policy, Guidance, and Procedures), which is attached hereto as Exhibit I.

The prohibition against workplace sexual harassment extends to third parties doing business with or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies. By executing this Agreement, Grantee affirms that it will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1 I 00 et seq. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated.

Section XXVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addresses:

NOTICE TO GRANTEE:

Lydia's House in Southeast
4101 Martin Luther King Jr. Ave., S.W.
Washington, DC 20032
Attn: Executive Director/CEO
NOTICE TO GRANTOR:

D.C. Department of Housing and Community Development
Community Services
1909 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
Attn: Director

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTOR SIGNATOR PAGE]

DISTRICT OF COLUMBIA, a municipal Corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Colleen Green
Director

Legal Review:

Office of the General Counsel
Department of Housing and Community Development

3/20/25
Date

[Signatures continue on the next page]

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTEE SIGNATURE PAGE]

LYDIA'S HOUSE IN SOUTHEAST
a District of Columbia non-profit corporation

Cliff M. Beckford
Executive Director

03/27/25
Date

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit A Services to be Provided

- Statement of Work
- Section 3.2 Services (from the FY25 RFA)
- Workplan as approved by the Grantor

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education, and training services to support DHCD's housing programs and initiatives and promote compliance with District housing regulations. All of the services are intended to empower potential homeowners, actual homeowners, and tenants to preserve affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership, (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner-occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached work plan and performance measures. Marketing and outreach for the services provided is an activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals, and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of this service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling, (b) the Grantee's additional knowledge of the individual, and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow-up and conduct a final assessment of the services' impact. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program

SECTION 3: PROGRAMMATIC REQUIREMENTS

3.1 Eligibility for Federal Funding

The services in this RFA will be conducted through grant agreements using Federal funds (Community Development Block Grant (CDBG) and, as available, some District Funds. The Department will provide a full informational briefing to the awarded grantee(s) about the grant funding source's ongoing administrative and programmatic requirements. Whether grants awarded under this RFA are funded locally or with federal funds, all grants will be managed to the higher standards and requirements whether Federal or District.

Federal regulations have established national objectives requiring all CDBG-funded activities beneficiaries to be at least 51% low- and moderate-income persons or households. The national objective is achieved through "limited clientele benefit"—that is, by verifying the incomes of each beneficiary of the services provided. The applicant must demonstrate that it has the capacity and the intention to verify the household incomes of beneficiaries to meet the national objective of providing benefits to 51% of low- and moderate-income persons.

Client income certification is also an important element of ongoing program activity for many DHCD housing programs. (See Section 3) Applicants should review in detail the federal income requirements for programs, activities, and grantee (sub-recipient) eligibility under the Community Development Block Grant program regulations at 24 CFR 570. 200-210,

- https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-570/subpart-C?toc=1

and HUD Housing Counseling Program Regulations: 24 CFR Part 214,

ps://www.ecfr.gov/current/title-24/subtitle-B/chapter-II/subchapter-B/part-214?toc=1

3.2 Housing Services: Description of Housing Programs and Services

Please Note: Specifications and programmatic requirements may change from time to time during the award period at the discretion of the Department.

The following describes seventeen services in the Housing Counseling Program. These constitute the services for which the Department is seeking Applicants to provide services to DC residents. Applicants should select at least one service for which they are applying; however, the Applicant may select more than one. The Department is not obligated by the Applicant's selection to make an award. Applicants are responsible to demonstrate their capacity in their application to provide the services for which they have applied. Capacity includes staffing patterns including qualifications and experience, other funding resources, case management systems and programmatic activities. Historical data can also be considered in demonstration of organizational capacity. Applicants should be aware of Legal Citations noted throughout this section as well as the references to the Code of Federal Regulations (CFR).

Category A: HOMEOWNERSHIP

A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program
A6: Income Certification for the Property Acquisition and Disposition Division (PADD) Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY

B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B12: Legal Services for Seniors and/or Coop & Condo Associations
B13: Technical Assistance for Coop and Condo Associations
B14: Technical Assistance for Owners of Small Rental Properties

CATEGORY C: TENANTS AND TENANT GROUPS

C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

Each particular service has specific requirements described in the following pages. Applicants are expected to utilize this guidance in the performance of these services.

CATEGORY A: HOMEOWNERSHIP

Legal Citations Governing Program Area in Category A

Applicants to provide services in Category 1 should review in detail the following legal citations governing the District's homeownership programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for homeownership pursuant to the relevant citations.

- Home Purchase Assistance Program: DC Code 42-2601 and 14 DCMR, Chapter 25
- Employer-Assisted Housing Program: DC Code 42-2501 and 14 DCMR, Chapter 36
- Inclusionary Zoning: Legislation Pending, Bill 17-586, 17-618, 17-619

A1: HUD Housing Counseling
This activity is open to applicant organizations which are HUD approved employing one or more HUD certified counselor(s). Such counseling is often (but not exclusively) in the pursuit of homeownership or credit repair and improvement or to improve their housing condition.

Grantees of this service should be familiar with 24 CFR 5.100 and with 24 CFR 214.

Housing counseling is independent expert advice provided by a HUD certified housing counselor (24 CFR Part 214) customized to the needs of the client. It is aimed at addressing housing barriers and providing support to the client to achieve their housing goals. This counseling service must include: (1) intake (2) financial and housing affordability analysis (3) an action plan[2] and (4) follow-up counseling to implement the action plan and achieve its stated goals *(24 CFR 5.100).*

The action plan should identify the steps needed for the client to achieve his/her housing goals. These actionable steps include, but are not limited to, review of the client's credit report with explanations of its meaning and items that impact (or may improve) the credit score, creation of a budget and methodologies to track one's income and spending, debt reduction planning, and savings planning. Follow-up should track the client's progress toward the goals of the action plan. Other programs and services including group educational opportunities may complement the one-on-one counseling with a certified counselor. Counselors, therefore, may appropriately make referrals to programs and services as well as to group educational activities that support and implement the goals of the action plan.

Counseling organizations are required to maintain case files including items 1-4 above as stated in 24 CFR 5.100. It is critical that files with records and case notes be kept in such a way that if a client's counselor is no longer available, either temporarily or permanently, another certified counselor in the organization can understand based on the file the client's circumstances, action plan, progress and where the client is in achieving his/her housing goals.

Organizations providing this service should have working experience with credit counseling and repair, with consumer credit bureaus and consumer credit laws. Ideally, they should be familiar with creditor tactics, liens, judgments, repossessions, and other obstacles to credit improvement.

It is critical for the counseling organization to make efforts to keep the client engaged in the counseling process and such attempts and outreach should be documented in the case file.

In accordance with HUD requirements, counseling organizations may close files if a client does not respond to outreach efforts over 60 days. The last outreach attempt should document that the file will be closed as of a specific date if nothing further is heard from the client. If the client should return to client after the 60 days, a new file should be opened.

[2] Except for reverse mortgage counseling.

Post-purchase follow-up

a) Grantees must continue their counseling relationship with customers once they become homeowners. This follow-up should continue for a period of time after purchase to ensure the homeowner's housing stability.
b) Grantees may make use of post-purchase programs using either their own programming or making referrals to other Grantees who provide such programming (*e.g.* B1 General Home Management and B2 Foreclosure Counseling).
c) If problems arise, it will be the grantee's responsibility to address them quickly as time is of the essence, and to address them as efficiently as possible. Where the District's investment is involved, counseling should include ways to protect the DC investment.
d) When working with clients who have an HPAP deferment period ending, Grantees must provide dedicated counseling services to those borrowers. In particular, grantees will be asked to make an updated assessment of each borrower's financial status regarding the appropriateness of continued deferment.
e) Potential delinquency, or foreclosure prevention, counseling will be provided to any borrower who is experiencing difficulty.
f) If problems continue with these loan clients, this counseling will become a home preservation activity.

A2 8-Hour Homebuyer Education Class (HBE)

This activity is open to applicant organizations which are HUD approved counseling organizations employing one or more Hud certified counselors.

The Department seeks HUD Approved organizations to provide the 8-Hour Homebuyer Class. This is in support of the Department's many programs for which the 8-Hour Homebuyer Class is a requirement, and also for other DC residents who seek to take this class in preparation for homeownership and for their knowledge.

Organizations should take as a serious obligation to conduct this class with knowledge staff (HUD certified counselors). The class is conducted in a traditional in-person setting or in a virtual online setting.

Those who successfully attend and complete the class should be provided with a DHCD certification (in the format approved by the Department) indicating their completion of the class and dated appropriately. Monthly attendance and award of certificates should be reported to the Department monthly. The class should be presented frequently enough to meet programmatic needs of DHCD programs. Class dates should be provided to the Department for inclusion on the DHCD calendar. Presentations should be given by staff, not outside speakers. Grantees are welcome to collaborate in the conduct of these classes.

A3: Intake for DC Homebuyer Programs (HPAP/EAHP/NEAHP)

The Home Purchase Assistance Program (HPAP) is the primary DHCD program for first-time homebuyers. HPAP provides interest-free loans that include closing cost assistance to eligible applicants. Under this program, homebuyers may have the opportunity to purchase houses,

condominiums, or cooperative units in the District. DHCD has additional homeownership programs which are associated with HPAP, and which are targeted to specific populations or geographic areas or may meet specific home buyer needs.

The satellite programs are:

(1) The Employee Assisted Housing Program (EAHP) provides assistance to District of Columbia Government employees, who are first-time homebuyers in the District; and

(2) The Negotiated Employee Assistance Home Purchase Program (NEAHP) provides down payment and closing cost assistance to certain District of Columbia Government employees whose position is covered by specific union collective bargaining agreements.

Wherever the acronym "HPAP" is used, the same applies to the EAHP and NEAHP programs.

Prior to HPAP Application

Clients interested in HPAP assistance who have a pre-approval from a lender, should be assisted with making an application to the HPAP as expeditiously as possible. Those without a pre-approval letter from a lender are required to engage in HUD Housing Counseling (see A1 above) in order that they have the benefit of credit counseling and homeownership preparation. The action plan should include the actionable steps needed to ensure success as a homeowner and to achieve a pre-approval letter from a lender. Once a pre-approval letter has been obtained, the client with the Grantee's assistance should proceed to making their application to HPAP.

Application Process

For grantee organizations, this relationship management function includes working with first-time homebuyers throughout the homeownership application, preparation, purchase, and post-purchase process. Counseling will be focused on low- and moderate-income populations.

Once HUD credit counseling is completed the HPAP process includes:

(Optional) Applicant organizations may conduct pre-purchase seminars which include information and requirements of the HPAP programs. A DHCD Certification should be provided to attendees and recorded with DHCD.

Application Intake includes document collection of those documents needed. These should be collected in person or by means of a secure portal. Email is not considered a secure means for transmission of information which could be used for identity theft or other criminal activity. Drop-off at a staff office to an employee is acceptable.

Once the application package is complete, the organization submits to the appropriate HPAP administrator.

Homebuyer Education (8-hour class) (A DHCD Certification should be provided to 8-hour Homebuyer Education attendees and recorded with DHCD.)

Post-Purchase follow-up (Records of those follow-ups should be maintained by the organization. See Post-purchase in Service A1)

Organizations will be responsible for: (1) the application process, which includes delivery of completed applications to the HPAP Administrators; (2) completion of the application form itself and collection of all required supporting documentation, and (3) maintaining performance and reporting data, and databases as needed by the Department.

A4: Inclusionary Zoning Orientations

Introduction to IZ/ADU Programs:

The District's Inclusionary Zoning (IZ) Program requires a certain percentage of units in a new residential development, or a substantial rehabilitation that expands an existing building, be set aside as affordable units. The goals of this program are to increase the supply of affordable housing for low- and moderate-income households, to support the creation of mixed-income communities, to prevent rising home prices from driving out low- and moderate-income residents, and to leverage the expertise and capacity of the private market to develop affordable housing.

Affordable Dwelling Units (ADUs) are defined as for-sale and for-rent homes that are locally restricted for occupancy by households whose income falls within a certain range and are generally offered at a below-market rate. ADUs are generally produced in exchange for zoning relief, tax incentives, public financing, and/or the right to purchase or lease District-owned land. Specific ADU provisions, such as the affordability period, income limits, and resale restrictions, are set out in deeds, covenants, land disposition agreements, ADU administration plans and other originating documents.

ADU provisions have historically varied from project to project, as each is a result of a unique negotiation or project approval. However, ADU restrictions are becoming more standardized and more similar to standard IZ requirements.

Organization roles and responsibilities:
Provide mandatory IZ Orientation. The department's PowerPoint presentation must be utilized. Presentation and answers to participants' questions must conform to agency guidelines.

DHCD seeks organizations which will provide programmatic rental and homeownership counseling services in support of both of the above programs. Information about these

programs is available through DC Housing Search https://www.dchousingsearch.org , counselors will be required to utilize DC Housing Search, and train potential customers in how to search for affordable housing through DC Housing Search.

Grantees will be required to become familiar with the program requirements and procedures, as required by DHCD. In the last few fiscal years, the IZ program has produced approximately 400 new affordable units each year.

Orientation:
In particular, organizations are required to conduct IZ Orientations to help residents to be familiar with all programmatic requirements for the IZ program.

Organizations must conduct and coordinate this mandatory orientation session in a traditional and virtual classroom settings. They must provide interested applicants/residents with the relevant terms of the program, including next steps and other information as required by DHCD.
DHCD currently provides standard slides and certificate templates to use for this orientation and will provide training to grantees.

Completion of this orientation class is mandatory before an individual may register for the IZ program and individuals must renew registration every two (2) years to remain on the IZ registration list.

The class must be conducted at least monthly beginning within 30 days after the grantee's application is approved. Coordination of this class will include publishing upcoming class dates, accepting reservations via phone, email, or other method, allowing walk-ins if space is available, providing attendees with a certificate of completion (in a format approved by DHCD) upon completion of the class and providing at least monthly attendee data to DHCD. It will also include ensuring that attendees receive all required training materials, and shall be presented by grantee staff, not outside speakers.

Grantees must train program participants in the terms and specifics of the IZ and ADU Programs (training guidance will be provided by DHCD) and provide additional pre and post homebuyer education training.

Grantees must also provide data to DHCD on a regular basis as determined and requested by DHCD, including but not limited to the names and contact details for individuals who have received a DHCD certificate and the number of attendees at IZ orientations.

A5: Income Certifications for the IZ/ADU Units Programs

The agency seeks two organizations to provide income certifications for participants in the Inclusionary Zoning and Affordable Dwelling Units programs. Income certifications are expected to be conducted under a uniform process prescribed by DHCD and following HUD Part 5. DHCD has established requirements for approving Certifying Entities, including

specific IZ and ADU training.

Grantees are expected to become Certifying Entities pursuant to DHCD requirements. Grantee organizations will be required to ensure that program participants understand that income and occupancy restrictions apply to their IZ units and ADUs. Grantees will also be expected to complete income certifications for newly selected households and for renewing tenants. Grantees will be working closely with individuals, property management/leasing staff, sales agents and DHCD. DHCD will provide the necessary forms and procedures, but Grantees will collect the necessary paperwork from individuals and complete the income and household size verification process. Upon successful certifications, Grantees will notify DHCD and the sales/leasing staff.

Such restrictions may include but would not be limited to: (1) the specific affordability period, (2) conditions for, or prohibitions against, subleasing, and (3) resale restrictions. Ongoing outreach and assistance to occupants of IZ units and ADU is required in the areas of programmatic requirements and homeownership counseling.

A6: Income Certification for PADD Applicants

The Property Acquisition and Disposition Division (PADD) encourages vacant and/or abandoned property owners to rehabilitate and/or occupy their properties. PADD acquires vacant, abandoned, and deteriorated properties through negotiated friendly sale, eminent domain, donation, or tax sale foreclosure, when owners are unwilling or unable to maintain their properties. PADD also disposes of properties in inventory by selling them to individuals or developers to be rehabilitated into high-quality affordable and market-rate single-family and/ or multi-family for-sale or rental housing in District neighborhoods.

For DHCD, the activities of this Division create affordable homeownership and rental opportunities for low- and moderate-income households. Grantees must counsel these households as they qualify for and occupy these new homeownership and rental units. DHCD seeks one or more organizations which will provide counseling or training services for affordable units made available through PADD.

Because PADD units are not produced through a traditional homebuyer program, an intensive marketing and outreach effort to our target population will be required of grantees. Counseling services will also involve conducting income certifications and re-certifications for purposes of admission and continuing participation in this program. Income certifications are expected to be conducted under a uniform process prescribed by the Department. For PADD, grantees must ensure that program participants understand that income, or occupancy, restrictions apply to their unit. Such restrictions may include but would not be limited to: (1) the specific affordability period; (2) conditions for, or prohibitions against, subleasing; (3) potential rent increases; and (4) resale restrictions. The specific unit covenant

terms will be communicated to stakeholders by the Department, but grantees must facilitate communication with stakeholders.

A7: Public Services: General Coaching and Information

Public Services may be undertaken by Applicants which have not yet obtained HUD Approval and may not employ a HUD certified housing counselors. (HUD Approved organizations who are applying for A1 or A2 do not need to apply for this service, since they are able to provide these Public Service activities in connection with their other lines of services.

These activities are frequent but not exclusively in a group setting. These may be virtual or in-person, as long as an in-person option is provided. Grantees may utilize Homebuyer Clubs as an effective tool for keeping clients engaged in homebuyer preparation when a long-term period is needed for better positioning to be a first-time buyer.

They may include group trainings on understanding credit and credit reports and involve savings programs.

Public service staff are required to train clients to utilize available tools, such as DC Housing Search https://www.dchousingsearch.org to locate affordable housing for sale and for rent.

CATEGORY B: COUNSELING AND TRAINING FOR HOME PRESERVATION

B8: General Home Management (Post-Purchase Non-Delinquent)

Post-purchase counseling is essential for Homeowners who have purchased their homes, are not delinquent in their mortgage payments and would like to remain successful by creating a realistic financial plan to avoid financial pitfalls and protect and retain their homeownership. Post-purchase counseling is essential to understand local post-purchase behavior, especially low-moderate income homeowners, that can be supported by education and supportive programs to ensure recent homeowners understand what to do in the event of hardships. Organizations that provide post-purchase counseling sessions and education workshops will ensure their topics consist of the following:

1. Prepare a maintenance plan for major household systems and repair strategies.
2. Emergency preparedness plan to assist client in case of disaster.
3. Understand consequences of not paying taxes, HOA payments or community assessments.
4. Explain the benefits of establishing an emergency fund and retirement or tax-incentivized accounts.
5. Provide knowledge of home improvement financing options like HELOCs and give counsel on how to apply for additional financing to renovate property.

6. Access the client's understanding of the process of refinancing the home and incurring more debt.

This counseling activity may include, but not be limited to, appliance warranty disputes, contractor disputes, disputes with mortgagors, will and estate issues, including transfer-on-death deeds, etc. In this service, grantees must serve as advisor-educators and are prohibited from giving legal advice. Grantee activities should focus on low—and moderate-income populations.

B9: Foreclosure Counseling

Homeowners who are delinquent in loan payments (as well as those in danger of delinquency) need to know what options are available to them. Similarly, those in foreclosure need to know their options and resources that may assist them, especially if available legal services are available.

Organizations are required to provide foreclosure prevention counseling that helps homeowners at risk understand the foreclosure process in Washington, DC, determine their legal rights and identify options to avoid foreclosure.
Organizations will assist struggling homeowners with loss mitigation, communicate with mortgage servicers and provide services such as the following:

1. Provide advice and coaching to assist clients with creating a budget based on financial goals. Assess the current financial situation and develop short and long-term strategies to reduce expenses and debt to achieve client goals.
2. Explain loss mitigation. Explain the requirements of a loss mitigation package and evaluate the client's loss mitigation options for FHA and non-FHA loans.
3. Provide examples of mortgage default scams and ways to avoid being a victim.
4. Explain the consequences and costs associated with a foreclosure, short sale, or deed-in-lieu.
5. Explain the foreclosure timeline and devise a plan if the client is unable to stay in the home and assist the client in mortgage default recovery. Demonstrate the impact of a mortgage default.
6. Work with displaced residents seeking referrals for housing.

Grantees work with homeowners who are delinquent in their mortgage payments, or who are in foreclosure, or in post-foreclosure. These counseling services are also offered to owners of multi-family properties, and ownership associations. This counseling serves as a central element of DHCD's overall foreclosure prevention strategy.

It is critical to address the District's foreclosure crisis. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Grantees also work with the Department of Insurance Securities and Banking (DISB) to protect clients against scam operations that prey upon residents who are subject to foreclosure. Grantee organizations extract data for outreach and targeting efforts from the Office of the Recorder of Deeds, which provides a listing of all official foreclosures in the

District on a weekly basis. DHCD seeks one or more organizations that will provide foreclosure counseling services which include, but may not be limited to, all of the above-described foreclosure prevention activities.

For grantees, this counseling function means working with troubled homeowners, utilizing all foreclosure prevention or mitigation tools available, and if necessary, working with customers throughout their foreclosure or post-foreclosure process. Grantees must provide full assistance and advice to troubled homeowners. Grantees will be responsible for: (1) assessing the homeowner's circumstances, (2) educating the homeowner about the full implications of mortgage delinquency and foreclosure (3) exploring and providing options of action for the homeowner (4) providing tools or alternative support that may further assist the homeowner (5) developing and executing a best action plan for either saving the home or undertaking the best course for the homeowner, and (6) tracking the results of their counseling efforts. In addition, grantees will provide ongoing performance and reporting data and databases maintained.

Post-Foreclosure Counseling: It is critical that grantees continue their counseling relationship with customers, even if the home cannot be saved. Grantees must follow up with troubled homeowners for a period of time after any action plan has been executed. If the home has not been saved, counseling should be made available, and if necessary, referral to other needed services. If the home has been saved, counseling follow-up is also necessary to ensure that the ongoing action plan is being properly implemented. If more problems arise, it will be the grantee's responsibility to address them as quickly and as efficiently as possible.

With the passage of the Saving DC Homes from Foreclosure Emergency Amendment Act of 2010, troubled or delinquent District homeowners have the right to engage in mediation prior to foreclosure. As a result, DHCD requires grantees to provide counseling related to this mediation process.

Grantees must be familiar with the Law, its regulations, and the mediation process which has been implemented by the Mediation Administrator at the DC Department of Insurance, Securities, and Banking. Grantees must educate troubled homeowners in the decision factors related to mediation election, and, if necessary, prepare them for mediation. In some cases, counselors may be asked to accompany, or represent, troubled homeowners in the mediation process. Grantees must ensure that all customers who elect mediation complete and submit proper documentation in a timely manner. Grantees must ensure that the best interests of troubled borrowers are protected throughout the mediation process. Finally, DHCD expects grantees to follow-up after the mediation process is complete to ensure that any final mediation agreement is properly implemented.

B10: Eviction Counseling

Applicants who have HUD certified counselors or NeighborWorks America foreclosure certified counselors may offer this service. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Training should also include knowledge of laws and legal procedures governing eviction.

Eviction has long created housing instability for renters, and especially among low- and moderate-income households. For those at the lower end of the economic scale, eviction has caused not only housing instability but also employment insecurity and homelessness. Studies have shown that lack of access to legal representation has resulted in markedly different and detrimental outcomes as compared to renters who have legal representation. After legal representation, the next most effective range of services includes alternative dispute resolution (or mediation), knowledge and guidance in court navigation, and effective management of legal and tenant-landlord documents. In addition to housing instability, eviction also has credit impact for the tenant.

It is critical to provide those in danger of eviction with counseling to make informed decisions. This includes access whenever possible access to legal services. Also, appropriate training includes information about tenants' rights and obligations, the credit impact of eviction, use of payment plan agreements, understanding of court processes and procedures, and access to alternatives to court procedures. When tenancy is lost, counseling for housing alternatives is needed and a path forward to credit repair.

B11: Single-Family Residential Rehabilitation Program

The Single-Family Residential Rehabilitation Program (SFRRP) administers grants to District homeowners for roof repairs and for modifications to eliminate barriers to accessibility for persons with mobility or other physical impairments. Projects approved for SFRRP require a covenant on the property to protect the District's funding of the project.
DHCD seeks one or more organizations which will provide application intake services to SFRRP applicants throughout the grant process.

> **Mandatory Counselor Intake Training:** Grantees for this line of service are required to attend training with the SFRRP team in September to be introduced to updated aspects of the SFRRP for FY25. It is critical that the grantee have a solid understanding of the updated program and the requirements for applications. Therefore, the September training is mandatory for SFRRP intake counselors.
>
> **Application Period:** Applications for SFRRP will only be taken between October 1, 2024, and December 31, 2024. To be considered applications during this period must be complete. Lack of required documentation or information will not "hold a place" in the program if not provided before the December 31, 2024. The Department at its sole discretion reserves the right to close the program prior to the deadline if funding is depleted or no longer available.

Information Session for Applicants: The Department will provide Grantees with a PowerPoint presentation outlining the program and its requirements. Intake counselors are required to use this presentation with all potential applicants either in a group sessions (such as an Orientation) or in a one-on-one session with the potential applicant.

Grantee's and Counselor's Responsibilities: (1) use the Department PowerPoint presentation to present the program to potential applicants, answering questions from residents interested in the program; (2) complete the application document and collection of **all required** supporting documentation *(incomplete applications will not be accepted)*; (3) post-application and post-grant support; and (4) providing performance and reporting data as required.

45 Day Period: It is critical that no application be uploaded in the SFRRP portal unless it is complete with all required documents and intake form completed. If an incomplete application is uploaded in the portal, the SFRRP staff will notify the counselor and the applicant that the application cannot be accepted. The notification state that what is complete and state the **applicant has 45 days** to provide the requested information including documents. After 45 days if the application remains incomplete, the application will be closed as incomplete for funding.

Application Portal: Counselors will need to provide their name and contact information (e.g. email) when uploading in case SFRRP program staff need to follow up.

Legal Citations Governing Program Area for Category B:

Applicants to provide any service in Category B should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

- Lead Safe Washington 24 CFR, Part 35, 24 CFR, Part 85.37, Section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992
- Single Family Rehabilitation 14 DCMR, Chapter 28 First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
- Saving DC Homes from Foreclosure Emergency Amendment Act of 2010 (DC Act 18-635; 57 DCR 12404)

B12: Legal Services for Homeowners and/or Coop & Condo Associations

The Department seeks organizations to provide legal services to provide one or both of the services noted below. Grantees will conduct outreach to low- and moderate-income populations in need of these services.

- Legal Services to Seniors
  Seniors who are homeowners can be assisted by the Applicant to have legal services to assist Seniors to avoid housing instability or the loss of ownership of their home. In addition to their own attorney staff, Applicants may seek *pro bono* services from other members of the Bar.

- Legal Services to Coop-Condo Associations
  Legal services may be provided to Cooperatives and/or Condominiums ("Associations") to ensure housing stability. If Associations have problems in areas of legal entity status, required legal or financial filings, compliance issues, risk management concerns, board and member training, best legal practices, and collection of association fees (to name of few), such issues may threaten the member's housing stability, and the owners' (or members') investment in their properties. Selected applicants will provide legal services to Associations in low- and moderate-income census blocks to mitigate these concerns, to preserve housing stability of owners and to ensure well-functioning Associations and Boards.

B13: Technical Assistance for Coop and Condo Associations

The Department seeks one or more organizations to provide technical assistance to Associations. The situation many Associations may face is a need for training in best practices of Association management. Training in best practices and frequently encountered problem situations may be offered by the grantee not only to the Association Board but also to the owners in the Association. Association boards and their member owners frequently face issues of association fees not being paid, lack of income to fund reserves, special projects that would require a special assessment, and decisions of taking court action or being the defendant in a court action. These are just a few of the legal issues which may arise for the Association, in addition to the more routine matters of by-laws and required legal documents for the operation of the Association.

B14: Technical Assistance for Landlords of Small Rental Properties

Landlords of small rental properties face enormous challenges. They frequently lack the staff and the resources of large multi-family properties to deal with the many details of operations and asset management. Small unit properties cannot readily absorb mistakes or challenges.

In a ten-unit property, one vacancy is a 10% vacancy rate, while one unit in a 100-unit property is 1% vacancy rate. Yet, small unit properties are often the affordable renter properties. To preserve this housing stock as an affordable option, DHCD seeks grantees to provide Technical Support to Owners of Small Unit Properties (of 30 units or less).

Services can be provided through group training as well as through one-on-one counseling. Like many small business owners, owners can often benefit from a better understanding of accounting practices and financial statements (balance sheet, income statement, cash flow report). Knowledge of financing options is another common to many business owners. Topics such as these are particularly suitable to the needs of owners.

1. **Property Management Software**: Landlords often need help selecting and implementing property management software to track rent payments, maintenance requests, tenant information, and other critical operational data.

2. **Legal Compliance**: Guidance on navigating complex local, state, and federal housing laws and regulations related to fair housing, security deposits, evictions, and other landlord-tenant issues.

3. **Financial Management**: Guidance with accounting, tax preparation, and financial planning specific to rental property ownership and operations.

4. **Maintenance and Repairs**: Access to vetted contractors, tradespeople, and service providers to handle property maintenance, repairs, and upgrades in a timely and cost-effective manner.

5. **Tenant Screening and Selection**: Guidance and best practices with tenant screening processes, background checks, and selecting responsible renters to minimize vacancies and evictions.

6. **Marketing and Leasing**: Help with listing vacant units, advertising, showing properties, and executing leases to keep units occupied.

7. **Emergency Response**: Guidance on developing emergency plans and protocols to address unexpected events like natural disasters, property damage, or tenant issues.

8. **Asset Management Issues**: The ratios and metrics of asset management for multi-family properties provide a helpful guide to best practices. For example: Many landlords are unaware of the effect that certain metrics have in their properties. Slow "Make-Ready" times, refers to the length of time it takes to prepare an apartment to be shown to prospective tenants. Similarly, "turn time" refers to the times it takes to find a renter and receive the first month's rent. Slow turn times are also a drain on resources. When there are slow "make ready" and slow "turn times" the combined effect can be detrimental for the property's future. High turn-over rates among renters is another draw on the income. Other issues and topics include: What to do when you have a tenant who is not paying rent? What are the alternatives to eviction? How do the Court work? Are there pre-eviction resources? What legal services are available to the owner?

CATEGORY C: TENANTS AND TENANT GROUPS: SERVICES RELATIVE TO Tenants Opportunity to Purchase Act, Rental Conversion and Sale Division, and Rental Accommodations Division

The DC Tenants Opportunity to Purchase Act (TOPA) seeks to protect tenants and tenant groups from displacement due to sale of the property. The law allows tenants to purchase their apartment building. Tenants have the choice of maintaining the apartments for rent or converting to cooperatives or condominiums. DHCD seeks to preserve affordable housing in the District and limit displacement of low- and moderate-income households. For groups that choose coop or condo conversion, this provides a path to homeownership.

DHCD provides both financial assistance and technical assistance, as well as specialized organizational and development services, for tenant groups who are pursuing the purchase of their apartment buildings. Through DHCD's Development Finance Division, organized tenant associations may be provided with seed money, earnest money deposits, and acquisition and/or rehabilitation assistance. After acquisition and rehabilitation, DHCD also provides ongoing Board training and property management support to the newly formed cooperative or condominium Boards.

C15: TOPA: Pre-purchase Training

DHCD seeks one or more organizations which will provide pre-acquisition organizational and developmental counseling and training to tenant groups or tenant associations in support of their intent to purchase their building. These tenant groups must be preliminarily qualified as eligible for DHCD's Tenant Purchase Technical Assistance program. Grantees must provide the following services to tenant groups:

a) establishment of a tenant association.
b) selection and appropriate training of Board members.
c) training of captains (court, building and floor).
d) training in roles and functions of committee members; (5) training tenant groups in detail about the building purchase process.
e) training tenant associations in property management techniques.
f) provide training to the tenant association on each type of ownership; and conducting surveys of tenant associations to determine the appropriate form of ownership for their building (cooperative or condominium).

It is critical that Grantees in this service maintain an outreach to educate and inform low- and moderate-income tenants about their rights and opportunities provided by TOPA. Grantees are encouraged to make this a central aspects of their marketing plan, and to create

opportunities as well as avail themselves of opportunities to participate in educational outlets to reach tenants. Collaboration with other Grantees in this or similar service lines is encouraged. Grantees should participate in DHCD when and as those opportunities for outreach are available.

While training the tenant association, the grantee must be able to prepare and submit appropriate documentation required in the purchase process, including but not limited to tenant profiles and feasibility analyses, response to Notice of Sale of Building, preliminary development, acquisition, and rehabilitation plans, and operational plans.

The grantees must have skill and experience in negotiating the lease or purchase of the building. In addition, grantees must assist tenant groups in procurement related to the development, purchase, and rehabilitation process, including but not limited to attorneys, architects, engineers, financial and developmental consultants, private developers, appraisers, and property managers.

C16: TOPA: Post-Purchase Training

DHCD seeks one or more organizations which will provide ongoing post-acquisition counseling services which include property management and Board training for properties which have been purchased and/or rehabilitated with financial assistance from the DHCD Development Finance Division's First Right Purchase program. Generally, these are multi-family properties that have been purchased through limited equity cooperative agreements or condominium purchases. Therefore, non-profit Board training and development skill and/or experience, as well as multi-family property management skills are critical to providing effective counseling services. Services to be provided under this activity may include, but are not limited to:

a) establishing standards of evaluation for each participant's financial status and leadership capacity.
b) conducting annual management reviews of all Boards, oversee election and
c) training of new Board members.
d) assisting in the establishment of appropriate arrangements with required service providers such as exterminators, garbage collectors, landscapers, etc.
e) assisting in capital management planning and a stabilization plan for rehabilitation and/or refinancing.
f) tracking property vacancies and reviewing new applications for membership.
g) establishing and reviewing membership guidelines.
h) technical assistance in accounting, budgeting, and the preparation of financial statements for long-term financial viability.
i) providing Board of Directors with training as appropriate; and

j) other required management and support duties. Grantees will assist the condominium or cooperative in developing a budget for the overall management and carrying costs of the property.

Grantees will assist the Board and membership in all aspects of management, such as completion of the audit, Fair Housing issues, required individual, property, and Board insurance, taxes, the role of Board officers, evaluation of monthly financial performance, training on lender compliance, i.e. loan payments, income requirements. DHCD will likely negotiate assignment of specific properties to grantees for this service.

Legal Citations Governing Program Area in Category C:

Applicants to provide any service in Category C should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
Tenant Purchase Technical Assistance Program DC Code 42-3404.02
Rental Housing Conversion and Sale Act of 1980, as amended (DC Code 42-3401.01 et. seq.) (Also known as the Tenant Opportunity to Purchase Act or "TOPA")

C17: Services for Tenants and Tenant Organizations
(in partnership with Housing Regulation Administration, Rental Accommodation Division, Rental Conversion and Sale Division).

Activities under this service will supplement and enhance the services provided by DHCD's Housing Regulation Administration (HRA), which includes the Rental Accommodations Division (RAD) and the Rental Conversion and Sale Division (CASD).

RAD administers the Rental Housing Act of 1985 (D.C. Official Code § 42-3501.01 et seq.) which regulates residential rental housing registration and the rent stabilization program (commonly known as rent control). RAD oversees rent adjustment procedures, processes notices to vacate, reviews tenant petitions prior to adjudication by the Office of Administrative Hearings and adjudicates most types of landlord petitions. RAD also proposes rules and regulations for administration of the Rental Housing Act for review and publication by the Rental Housing Commission.

CASD administers the Rental Housing Conversion and Sale Act of 1980 (D.C. Official Code § 42- 3401.01 et seq.) which regulates the sale or transfer of ownership interests under the

Tenant Opportunity to Purchase Act of 1980 (TOPA) (D.C. Official Code § 42-3401.01 et seq.), the conversion of use of rental housing to condominium or cooperative ownership and residential condominium formation and registration under the Condominium Act of 1976 (D.C. Official Code § 42-1901.01 et seq.). Further, CASD administers a Housing Assistance Payment program (HAP), under which tenants may be eligible for rent assistance if they are displaced due to the conversion of use of their apartment building to condominium or cooperative ownership.

CASD also proposes rules and regulations for administration of the Rental Housing Conversion and Sale Act of 1980.

DHCD seeks one or more organizations which will support RAD and CASD operations by providing counseling and tenant education services to tenants and tenant groups. Grantees must provide counseling and training assistance to tenants and tenant organizations regarding the District's rental housing laws and tenant and landlord rights and responsibilities.

For CASD, grantee organizations must provide counseling and training concerning: (1) tenants' TOPA rights when a landlord intends to sell, demolish, or discontinue rental housing use; (2) transfers of rental housing ownership or economic interests; (3) assisting tenants or tenant organizations in exercising their right to purchase; (4) informing tenants or tenant organizations relating to partner-investors and assigning TOPA rights; (5) conversion of use from rental housing to condominium or cooperative ownership by tenant elections, or conversion in lieu of tenant elections; (6) the Housing Assistance Payment program and relocation assistance; (7) tenant organization formation, incorporation, and registration; (8) protections for elderly or disabled tenants; (9) coercive or retaliatory activities; (10) tenant rights when rental housing is in foreclosure; (11) notices of intent to convert use from rental housing to condominium or cooperative ownership; and (12) relocation counseling for displaced tenants.

For RAD, service providers must demonstrate the ability to counsel and train tenants and tenant organizations on rent control provisions including properties that are regulated by or exempted/excluded from rent stabilization under the Rental Housing Act:

1) petition- based and annual rent increases.
2) executing and filing tenant petitions.
3) responding to landlord petitions.
4) protections for elderly and disabled tenants.
5) RAD's conciliation services.
6) notices to vacate and eviction procedures.
7) disclosures to tenants.
8) changes and decreases in services and facilities.

9) learning about and securing enforcement of housing condition regulations.
10) security deposits.
11) understanding lease provisions.
12) rent increases if a property is not under rent control.
13) appealing decisions of the Rent Administrator or the Office of Administrative Hearings; and
14) relocation counseling for displaced tenants. Note: Advocacy on behalf of tenant groups, or tenant rights assignees– including, but not limited to, legal advice or advocacy on tenants or tenant organizations' behalf in negotiations with a property owner–is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators, and not as advocacy groups. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns, or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a grantee is to ensure that tenants understand all available options.

Direct Counseling to Tenants and Tenant Groups: tenant counseling services will be designed to educate tenants in privately-owned properties about their legal rights and opportunities. This service is to be provided to tenants and tenant groups which are not subject to foreclosure and have not selected to exercise their Opportunity to Purchase Rights and/or Right of First Refusal under TOPA. It also includes providing other services and tenant education, which may not fall into the categories of services outlined above, such as eviction counseling, relocation counseling, apartment search, or apartment management.

DHCD seeks one or more organizations with the capacity to bring a range of resources to prevent involuntary displacement and to provide opportunities for continued affordable rental housing. Grantees must provide counseling services to tenants and tenant groups which include, but are not limited to: (1) outreach to tenant groups upon notice of one-year potential for subsidy expiration; (2) technical assistance in negotiations between owners and HUD relative to the renewal of federal subsidy contracts; (3) counseling for tenants in buildings where the subsidy will be lost and the tenant(s) must move; (4) counseling for tenants who are behind in their rent on best-action options; and (5) appropriately referring tenants who are in landlord/tenant disputes to all available resources. Grantees must also conduct research using the many databases and research tools available to identify properties that have a critical need for counseling assistance, including but not limited to DCHousingsearch.org. Note: Advocacy on behalf of tenant groups or tenants' rights assignee –including, but not limited to, legal advice or advocacy on tenants or tenant organizations behalf in negotiations

with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators and not as tenant advocates. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a prospective grantee is to ensure that tenants understand all available options.

Additional Legal Citations Governing Programs in Category C.

Applicants to provide any service in this Category and should review in detail the legal citations governing DHCD's rental accommodation functions:
(1) the Rental Housing Act of 1985, D.C. Official Code § 42-3501 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapters 38-44.
(2) the Rental Housing Conversion and Sale Act of 1980, D.C. Official Code § 42-3401 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapter 47.
(3) the Condominium Act of 1976, D.C.

Official Code § 42-1901 et seq.; (4) D.C. Official Code § 42-1901 et seq.; (5) the First Right to Purchase Program, title 14 of the District of Columbia Municipal Regulation, chapter 2700; and (6) Housing Conditions, Title 14 of the District of Columbia Municipal Regulations, Chapters 1-15. Submission of an application relevant to these services presumes that the applicant intends to meet all requirements to provide counseling to tenants and tenant groups pursuant to these above referenced citations.

3.3 Geographic Distribution of Services

The Department's decision to select one or more grantees to provide services will be influenced by the potential geographical distribution of service among the qualified applications received. Applicants can designate their proposed service areas in the District based on their by-laws, Board policies, etc. However, the Department reserves the right to designate any service areas it deems appropriate or necessary in making awards and negotiating grant terms. In reviewing the applicant pool, the Department's priority will be to ensure that excellent affordable housing counseling and training services are provided to all low- and moderate-income citizens of the District of Columbia. The Department will seek to bring parity in the quality of all housing services provided for all areas of the District through the award and ongoing management of these grants.

3.4 Marketing and Outreach

Marketing Plan to be submitted: Marketing and outreach are critical aspects of the grant's work. Grantees' efforts ensure these programs and services' success and desired impact. No Grantee or service is exempt from this requirement. Applicants must submit a detailed marketing and outreach plan for the services they are applying for. The plan should be detailed and not assume an understanding that has not been stated. Marketing should be included in the proposed budget and work plan.

DHCD will review and approve the marketing plan. In accordance with agency policy, marketing activities should highlight partnerships with and funding by DHCD.

Aspects of Marketing and Outreach to be considered:

- Continuous and consistent marketing and outreach are essential to achieving these services' objectives and maximizing public awareness of DHCD housing programs.
- Because of DHCD's diverse target population, grantees must utilize various marketing tools.
- Grantees are responsible for distributing DHCD program materials at community forums, public events, homeownership meetings, and fairs. Marketing and outreach may include but are not limited to, websites, email blasts, blogs, listservs, Twitter, Facebook, YouTube, Hope Hotline, flyers, door-to-door visits, community meetings, use of cable television (Channel 16), and public service announcements.

Coordinated with the Department: The grantee's marketing and outreach must be coordinated with DHCD. Grantees are expected to continually assess the success and impact of their marketing efforts to identify the most effective and efficient ways of reaching low– and moderate-income populations.

Participation in Department Marketing Activities: As required by DHCD, Grantees must participate in public activities and events related to housing opportunities. These may include but are not limited to tabling at events, participating in panel discussions, and providing speakers to groups, agencies, or organizations that request them.

DHCD Acknowledgement: Grantees must always acknowledge such housing assistance activities as Department of Housing and Community Development programs in any distributed print or electronic materials. DHCD must approve all such materials before distribution.

Use of DHCD Logo: All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or entirely, by the Department.

1. The written or printed materials must include the authorized DHCD logo.
2. Written or printed materials include, but are not limited to, newspaper, radio, and television announcements or advertisements. Websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.

4. The grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to the Grantee.
5. The grantee must provide copies of all marketing materials, brochures, flyers, and other materials that publicize grant-funded activities to the Grantor via email at dhcd.occo@dc.gov
6. The grantee shall publicize as appropriate to its constituency through social media, print, and online postings, DHCD communications, and events related to Grant-supported activities.

Diversity and Language Access in Marketing: Grantees must demonstrate the capability to effectively serve and communicate with the District's various non-English speaking and special needs populations. This means that marketing and outreach materials must be made available in multiple languages and media based on the needs of those populations. The grantee must demonstrate its intent and capability to comply with the District's Language Access Law. In addition, grantees must demonstrate the availability of appropriate staffing to ensure compliance with the District's Language Access Law.

3.5 Focus Areas and Neighborhood Revitalization Strategy Areas (NRSA)

DHCD has identified specific areas of the District as "Focus Areas." These Areas represent areas where the District has invested in funding to create and preserve affordable housing. Focus Areas follow main routes through the District and their associated neighborhoods. In many cases, business owners are centered on these major routes, while resident services will be seen as more appropriate for those in the communities. Applicants must ensure services are delivered to low- and moderate-income households or areas as part of their program (Housing Services, Small Business Technical Assistance, Façade Improvement). This is a CDBG requirement.

- For Housing Counseling applicants, these Focus Areas should be used to plan outreach activities to inform residents of their services.
- For SBTA and Façade grantees, the Focus Areas define the geographical areas of the District in which they will provide services. In this latter case, the Focus Areas define not only their outreach area but also their service area.

NRSAs Targeting East of the River

The Department obtained the HUD designation for the Neighborhood Revitalization Strategy Area (NRSA) for the Focus Areas in Wards 7 and 8. DHCD has designated areas of Historic Anacostia in the city's Southeast and Far Northeast communities as Neighborhood Revitalization Strategy Areas (NRSAs). This designation will allow the city to target Community Development Block Grant (CDBG) funding that supports economic and community revitalization efforts. These include Martin Luther King Jr Avenue, Marion Barry Avenue, Minnesota Avenue, and Benning Road. However, all areas of Ward 7 and Ward 8 remain the focus of the grantee's work and outreach.

For communities outside of the NRSA areas, DHCD has designated Focus Areas throughout the District. Applicants are encouraged to partner with other community-based organizations. This collaboration can include cross-disciplinary collaboration. For example, a Façade grantee may partner with an SBTA grantee to provide business owners various services encompassing both disciplines. Housing service grantees may partner to promote or provide services one grantee offers, but another may not. The key to collaboration is an outlook of being partners, not competitors.

The following is a list of the Focus Areas and some of their associated neighborhoods. The outreach plans can include other nearby neighborhoods, mindful of the low-income requirements. Each applicant is asked to select one or more Focus Areas for their application. Please note that this is a minimum, and applicants may choose more than three. Applicants will be asked to provide reporting on outreach activities.

The following is a list of the Focus Areas outreach plans, mindful of the low and income requirements.

Focus Areas/Neighborhoods

- **16th St NW Corridor** near the intersection with Havard St NW (Columbia Heights) in Ward 1
- **Georgia Ave and New Hampshire Ave NW Corridor** (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- **Rhode Island Ave and South Dakota Ave NE Corridor** (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 4 and Ward 5
- **M Street and South Capitol Streets SW Corridor** (Greenleaf and Waterfront) in Ward 6
- **Benning Road and Florida Ave NE Corridor** (NoMa/Ivy City/Trinidad) in Ward 5 and Ward 6
- **Minnesota Ave and Benning Rd NE Corridor** (Benning, Greenway) in Ward 7
- **Pennsylvania Ave and Minnesota Aves SE Corridor** (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- **East Capitol and Benning Rd Corridor** (Capitol View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- **Marion Barry Ave and Martin Luther King Aves SE Corridor** (Historic Anacostia, Fairlawn, Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- **Marion Barry Ave and Alabama Aves Corridor** (Skyland, Woodland, Garfield Heights) in Ward 8
- **Martin Luther King Ave and Alabama Ave Corridor** (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- **South Capital St and Chesapeake St SE Corridor** (Bellevue, Washington Highlands) in Ward 8

FY23 Housing Counseling Services Workplan

Organization Name: Lydia's House of Southeast
Grant Number: 2022-23

Performance Period: 2/1/2023 to 09/30/2023

RFA Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	NRSA Goal 2 & 3 Job Service	Total
A3	HUD Housing Counseling	16	Number of First Time Homebuyers Purchasing Homes					
A3		700	Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (estimate)	Public Service or NRSA		$0.00	$89,790.00	$89,790.00
A3		750	Number of 1 1 Counseling Sessions (Budget & Credit)					
A3		900	Number of unduplicated households					
A1		850	Number of 1 1 Homebuyer Counseling Sessions					
A1		700	Number of unduplicated households					
A2	8-Hour Homebuyer Class	8	Number of 8-hour Homebuyer Educational Classes	Public Service or NRSA		$0.00	$56,112.50	$56,112.50
A2		600	Number of Attendees at 8 hour Homebuyer Classes					
A2		600	Number of DHCD Certificates issued					
A3	MHAP (EAHP/MEAHP)	8	Number of MHAP Pre Purchase Orientations conducted					
A3	(MFS ONLY)	201	Number of Attendees at MHAP Orientations	Non-Public Service or NRSA		$43,550.00	$21,445.00	$65,995.00
A3		175	Number of Files submitted to MHAP Administrator					
A3		200	Number of 1 1 MHAP Counseling Sessions					
A3		150	Number of unduplicated households					
A4	EZ/ADU Orientations	16	Number of EZ Orientations Conducted					
A6		1500	Number of Attendees at EZ Orientations	Public Service or NRSA		$0.00	$19,976.85	$19,976.85
A4		1500	Number of DHCD Certificates issued					
A5	EZ/ADU Income Certifications	0	Number of EZ/ADU Income Certifications completed	Public Service or NRSA		$0.00	$0.00	$0.00
A6	FADD	0	Number of FADD group training/coaching					
A6		0	Number of Attendees at FADD group training	Public Service or NRSA		$0.00	$0.00	$0.00
A6		0	Number of 1 1 FADD sessions (if applicable)					
A6		0	Number of unduplicated households receiving 1 1 FADD sessions					
A6		0	Number of FADD income Certifications					
A7	General Housing Services & Information (Group Trainng)	6	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)					
A7		45	Number of Attendees at Financial Literacy Trainings	Public Service or NRSA		$0.00	$9,426.90	$9,426.90
A7		0	Number of Homebuyer Clubs Meetings					
A7		0	Total of Attendees at Homebuyer Club Meetings					
A7		0	Number of group trainings or workshops not reported in other categories					
A7		0	Number of Attendes at group trainings or workshops not reported in other categories					
B10	Eviction Counseling	0	Number of Eviction workshops					
B10		0	Number of Attendees at Eviction workshops					
B10		0	1 1 Eviction Counseling	Public Service or NRSA		$0.00	$0.00	$0.00
B10		0	Unduplicated households 1 1 Eviction Counseling					
B10		0	Number referred to Attorney(s) for Legal Services					
B10		0	Number of 1 1 Attorney Consultations (Law Firm Subrecipients Only)					
B10		0	Number of Unduplicated clients participating in 1 1 Legal Consultations (Law Firm Subrecipients Only)					
B10		0	Number Evictions Prevented					
B11	SFRP	6	Number of SFRP Orientations conducted (required)					
B11		100	Number of 1 1 Intake sessions	Public Service or NRSA			$9,426.90	$9,426.90
B11		100	Number of unduplicated households					
B11		40	Number of complete applications submitted in SFRP Portal					
B12	Legal Services for Servers, Coops and Condos	0	Server households receiving legal services					
B12	(Law Firm Subrecipients Only)	0	Coop Associations receiving legal services					
B12		0	Condo Associations receiving legal services					
B12		0	Number of Pro Bono Legal Services Recruited and Retained					
B12		0	Number of Trainings for Law Firms (Trainers)					
B12		0	Number of Attendees at trainings for Law Firms (Attendees)					
B12		0	Number of new partnerships created					
B12		0	Total Number of Trainings to and work with Pro Bono Provided	Public Service or NRSA				$0.00
B12		0	Number of outreach presentations conducted					
B12		0	Number of outreach activities conducted					
B12		0	Number of Senior households that received Legal Counsel or Consultation					
B12		0	Number of Senior households that received Legal Representation					
B12		0	# of clients helped with Schedule H					
B12		0	# of clients helped with life planning docs					
B12		0	# pro bono attorneys engaged in housing-related matters					
B12		0	# veterans receiving legal counsel/advice					
B13	Technical Assistance for Co-Ops and Condo Associations	0	Number of Co-Op Associations receiving Technical Assistance					
B13	Coops	0	Number of Action Plans written for Co-Op Association's					
B13	Coops	0	Number of Successful Outcomes for Co-Op Associations					
B13	Coops	0	Number of Asset Management Improvement Services Provided for Co-Op					
B13	Coops	0	Number of Asset Management Tactical Support Services Provided to Co-Op					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Legal Assistant Services provided to Distressed Co-Op Associations					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Organization Sustainability Tactical Support Services Provided to Co-Ops					
B13	Coops	0	Number of Ownership Educations Sessions provided to different ownership models including shared equity					
B13	Coops	0	Number of Relocation Plans completed and accepted for Co-Ops					
B13	Coops	0	Numbers of Trainings on Board Operations Governance & Management to Co-ops					
B13	Coops	0	Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management					
B13	Coops	0	Number of written Asset Management & Sustainability Plans for Co-Ops	Public Service or NRSA				$0.00
B13	Condos	0	Number of Condo Associations receiving Technical Assistance					
B13	Condos	0	Number of Action Plans written for Condo Associations					
B13	Condos	0	Number of Successful Outcomes for Condo Associations					
B13	Condos	0	Number of Asset Management Improvement Services Provided for Condo					
B13	Condos	0	Number of Annual Survey of Clients (interactive) to gauge success and appropriate methodologies completed for Condo					
B13	Condos	0	Number of Asset Management Tactical Support Services Provided to Condo					
B13	Condos	0	Number of Legal Assistant Services provided to Distressed Condo Associations					
B13	Condos	0	Number of Consultative Services Provided to Condo Associations and Clients					
B13	Condos	0	Number of Organization Sustainability Tactical Support Services Provided to Condo Associations					
B13	Condos	0	Number of Relocation Plans completed and accepted for Condo Associations					
B13	Condos	0	Numbers of Trainings on Board Operations Governance & Management to Condo Associations					
B13	Condos	0	Number of written Asset Management & Sustainability Plans for Condo Associations					
B13	Coops and Condos	0	Number of Annual Survey of Clients (interactive) to gauge success and appropriate methodologies completed					
B13	Coops and Condos	0	Number of Associations (Coops and Condos) referred to private network Law Firms					
B13	Coops and Condos	0	Number of Trainings on Development including Relocation and Construction Management					
B14	Technical Assistance for Small Apartment Owners (25 units and less)	0	Number of Inquiries Received					
B14		0	Number of Owners/Managers receiving Services	Public Service or NRSA				$0.00
B14		0	Number of Action Plans Written					
B14		0	Number of Action Plans Implemented/Completed					
B14		0	Number of Owners/Managers needing Asset Management Guidance					
B8	General Home Management (Post Purchase Non-Delinquent)	4	Number of Homeownership Preservation Workshops					
B8		25	Number of Attendees at Homeownership Preservation Workshops	Public Service or NRSA			$4,489.88	$4,489.88
B8		2	Number of Post-Purchase Workshops (not including Homeownership Preservation)					
B8		25	Number of Attendees at Post Purchase Workshops (not including Homeownership Preservation)					
B8		25	Number of 1 1 Post Purchase Counseling Sessions					
B8		25	Number of Unduplicated Households participating in 1 1 Post Purchase Counseling Sessions					
B9	Foreclosure Counseling	2	Number of Foreclosure Workshops					
B9		30	Number of Attendees at Foreclosure Workshops					
B9		30	Number of 1 1 Foreclosure Counseling Sessions	Public Service or NRSA			$9,426.90	$9,426.90
B9		30	Number of Unduplicated Households participating in 1 1 Foreclosure Counseling Sessions					
B9		0	Number of 1 1 Attorney Consultations (Law Firm Subrecipients Only)					
B9		0	Number of Unduplicated clients participating in 1 1 Legal Consultations (Law Firm Subrecipients Only)					
B9		0	Number referred to Attorney(s) for Legal Services					
B9		6	Number of Foreclosures Prevented					
C15	TOPA Pre-Purchase Counseling & Training	0	Number of TOPA Meetings with Tenant Association					
C15		0	Number of Attendees at TOPA Meetings	Public Service or NRSA				$0.00
C15		0	Number of TOPA Training Workshops to Tenants					
C15		0	Number of Attendees at TOPA Training Workshops					
C16	TOPA Post-Purchase Counseling & Training	0	Number of TOPA Post Purchase Training Workshops					
C16		0	Number of Attendees at TOPA Post Purchase Workshops	Public Service or NRSA				$0.00
C16		0	Number of unduplicated households					
C16		0	Number of one on one counseling sessions					
C36		0	Number of group training/coaching					
C17	Tenant Counseling for HRA - Rental Accommodation Division	0	Number of unduplicated households					
C17		0	Number of one on one counseling sessions	Public Service or NRSA				$0.00
C17		0	Number of group training/coaching					
C17		0	Number of Attendees at group training/coaching					
Marketing	MARKETING AND OUTREACH	1	Housing Fair					
Marketing		4	Other Tabling Events					
Marketing		1500	Flyers Distributed	Public Service or NRSA			$1,366.75	$1,366.75
Marketing		50	Social Media Posts (Facebook, LinkedIn, Instagram)					
Marketing		500	Mailings					
Marketing		1	Paid Advertising (display ads in print)					
Marketing			Other					
Marketing			Other					
	TOTALS	13359			$0.00	$43,550.00	$234,450.00	$278,000.00

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit B Budget

- Schedules A (3-1) and A (3-2) for the First Performance Period

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM
Budget Form A (3-1): Total Grant Budget

Rev. 12/09/2024

ORGANIZATION NAME:	Lydia's House in Southeast
PERIOD OF PERFORMANCE:	2/1/2025-9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (If applicable):	
WARD (If applicable):	Ward 7 & 8
TYPE OF ACTIVITY:	

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$171,582.53	$0.00	$171,582.53
Credit Report	$20,760.95	$0.00	$20,760.95
Space	$23,200.00	$0.00	$23,200.00
Insurance	$8,500.00	$2,539.46	$11,039.46
Telephone	$6,000.00	$1,235.43	$7,235.43
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$4,000.00	$4,000.00
Training	$0.00	$2,600.00	$2,600.00
IT Services & Support	$3,000.00	$0.00	$3,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$233,043.48	$10,374.91	$243,418.39
Total Indirect Costs (De Minimis Cost Rate 15%)	$34,956.52		$34,956.52
Total Costs	$268,000.00	$10,374.91	$278,374.91

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 12/09/2024

ORGANIZATION NAME:	Lydia's House in Southeast
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 to 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Number of Hours	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
Personnel Subtotals						$142,985.44

Fringe Benefits (Max 20%)	$28,597.09
Total NBAP Grant Personnel Costs	$171,582.53

Exhibit C Required Reporting

- Monthly Performance Report
- Monthly Report of Group Trainings
- Monthly Report on Outreach and Marketing Activities
- Monthly Reporting of Special Activities
- Monthly Reporting of changes in personnel relative to grant work and payroll
- Quarterly Beneficiary Data
- Quarterly Language Access Report
- Quarterly Data Report

DC Department of Housing and Community Development

Deadline 00/00/0000

FY25 RFA: Housing Services

SHOW PROGRAM OVERVIEW | SHOW PROGRAM REQUIREMENTS

SHOW RFA SECTION 3.2 - HOUSING SERVICES: DESCRIPTION OF HOUSING PROGRAMS AND SERVICES | SHOW LIBRARY

HIDE ZOOMGRANTS HELP | SHOW ANNOUNCEMENTS 1

ZoomGrants Help [hide this]

Creating a New Application to Submit
The 'Saving' screen is still flashing...now what?
Missed Deadline FAQs
Invite Collaborators to Work on Application

Applicant View

Application Status: Not Submitted

Basic Information | Part I and II-Application Narrative Questions | Budget | Organizational and Financial Capacity | Required Attachments | Activity Log

Report: **OVERDUE** | Report Totals

Ask a Report Question

(answers are saved automatically when you move to another field)

Instructions Show/Hide

As in the past, Performance Reporting is divided into three sections:

- **Workplan Metrics** (numbers only),
- **Accomplishment Narrative** (Text Boxes), and
- **Various uploads** (spreadsheets usually).

This data is extremely important. Reports can affect performance goals and funding. Your reports are used to report to the City Administrator, the Mayor (including DMPED) and to the District Council and its Committee on Housing. Where uploads are required, **use excel files or Word files.** This will allow your information to be uploaded into the database and reported to District leaders.

For **Workplan Metrics,** use only numbers or leave it blank**. Letters such as N/A are to be avoided.** This will make your report impossible to be uploaded in the DHCD database and will require your corrections. Only numbers zero (0) and above can be used. If a metric is left blank, it will be treated as a zero.

In the **Accomplishment Narrative**, text boxes are provided to provide statements of activities or the information requested. In the first Report, please answer Question 22 (Points of Contact) with all points of contact for the areas mentioned. Thereafter in subsequent months, if there are no changes, it is okay to say, "No Changes". The same is true for Question 21 (staffing). Please answer Question 23 (Success Stories), Question 24 (Good News), Question 25 (Other DC agencies and initiatives). Question 26 is important. Remember the RFA asked applicants to align outreach to the Focus Areas mentioned on pages 33 and 34 of the RFA. Mentioning specific Focus Areas in the narrative for Q26 is helpful.

The **Document Upload** section is where excel spreadsheets (usually, sometimes Word Documents) are uploaded. **PDFs cannot be uploaded into database.** [The District of Columbia is fortunate to have many DC Based Programs such as HPAP, IZ/ADU, PADD, SFRRP, TOPA, HRA/RAD related activities, as well as direct services to tenants and tenant groups, and services to Condo/Coop Associations. DHCD staff need monthly reporting in order to better do their work and respond to the needs of DC citizens. These reports are shared directly with the appropriate program manager.]

There three areas of your activities will be reported on a monthly basis to help us meet our HUD and DC Government requirements and the needs of DC residents.

Reporting for Fiscal Year 2025 will begin with Report # 1. The end of Government's fiscal year (9/30/2025) will conclude with Report # 10 and the close-out of FY25 Purchase Orders. The complete schedule is below for the monthly report.

Other Reporting: Beneficiary Data and Language Access

Other reports are also required. These include **Beneficiary Report** and **Language Access Report.** These two reports are required on a quarterly basis. These reports will not be answered within ZoomGrants. The Office of Program Monitoring will provide the spreadsheets to use for these quarterly reports. Please see your Grant Agreement for additional information about the monthly and quarterly reports. Please note, the Beneficiary Report corresponds to the sources and uses of your Grant Agreement. A separate Beneficiary Report is needed for each type of funding awarded: Public Service (PS), Non-Public Service (NPS) and NRSA Wards 7 & 8 PS and NPS.

These quarterly reports will be due:

Oct/Nov/Dec 2/24/2025

Jan/Feb/March 4/10/2025

April/May/June 7/10/2025

July/August/Sept 10/10/2025

Please note we cannot extend these deadlines since they are HUD's deadlines and not in our control. Please submit your report on schedule.

Please remember HUD views reporting and reimbursement requests as inseparable and therefore to be coordinated at the same time. Please avoid not filing on the deadline.

Monthly Reporting on Performance and Accomplishments

Report Number Period Covers Due Date

Report Number	Period Covers	Due Date	Notes
Report 1	FY25 Q1 (Oct/Nov/Dec)	03/03/2025	
Report 2	January	03/03/2025	
Report 3	February	03/10/2025	
Report 4	March	04/10/2025	
Report 5	April	05/10/2025	
Report 6	May	06/10/2025	
Report 7	June	07/10/2025	
Report 8	July	08/10/2025	
Report 9	August	09/10/2025	
Report 10	September	10/10/2025	

In ZoomGrants reporting, there are data questions. Please enter only a whole number. If a particular question doesn't apply to your statement of work and workplan, please enter zero. The narrative questions also require a response. If there is nothing to report in the narrative, please enter a statement such as "No changes" or "Not applicable".

Report 1: **3/3/2025** Report 2: **3/3/2025** Report 3: 3/10/2025 Report 4: 4/10/2025 Report 5: 5/10/2025

Report 6: 6/10/2025 Report 7: 7/10/2025 Report 8: 8/10/2025 Report 9: 9/10/2025 Report 10: 10/10/2025

Report 1: 3/3/2025

This report is OVERDUE. Submit Report 1

Agency

This is a branching question. The system will remove questions that do not apply to you based on your answer to Question #1.

Please disregard the number sequencing.

1. Identify Your Agency Name

This is a branching question. Only the questions that apply to your agency will appear.

- ○ CARECEN-Central American Resource Center
- ○ Centro de Apoyo Familar

- ○ Greater Washington Urban League, Inc.
- ○ Housing Counseling Services
- ○ Latino Economic Development Corporation of Washington DC
- ○ Legal Counsel for the Elderly
- ○ Lydia's House in Southeast, Inc.
- ○ Manna, Inc.
- ○ Marshall Heights Community Development Organization, Inc.
- ○ Mi Casa
- ○ Neighborhood Legal Services Program of the District of Columbia
- ○ University Legal Services

Workplan Accomplishment Metrics

2. A1: HUD Housing Counseling

Ignore the auto-total number.

Number of First Time Homebuyers Purchasing Homes

Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)

Number of 1:1 Counseling Sessions (Budget & Credit)

Number of unduplicated households

Number of 1:1 Homebuyer Counseling Sessions

Number of unduplicated households

3. A2: 8-Hour Homebuyer Class

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of 8-hour Homebuyer Educations Classes

Number of Attendees of 8-hour Homebuyer Classes

Number of DHCD Certificates issued

4. A3: HPAP (EAHP/NEAHP)

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of HPAP Pre Purchase Orientations conducted

Number of Attendees at HPAP Orientations

Number of Files submitted to HPAP Administrators

Number of 1:1 HPAP Counseling Sessions

Number of unduplicated households

5. A4: IZ/ADU Orientations

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of IZ Orientations Conducted

Number of Attendees at IZ Orientations

Number of DHCD Certificates issued

6. A5: IZ/ADU Income Certifications

Ignore the auto-total number.

Number of IZ/ADU Income Cetifications completed

7. A6: PADD

Ignore the auto-total number.

Number of PADD group training/coaching

Number of Attendees at PADD group training

Number of 1:1 PADD sessions (if applicable)

Number of unduplicated households receiving 1:1 PADD sessions

Number of PADD Income Certifications

8. A7: General Housing Services & Information (Group Training)

Ignore the auto-total number.

Number of Financial Literacy Trainings (including but not limited to credit & budgeting)

Number of Attendees at Financial Literacy Trainings

Number of Homebuyer Clubs Meetings

Total of Attendees at Homebuer Club Meetings

Number of group trainings or workshops not reported in other categories

Number of Attendes at group trainings or workshops not reported in other categories

9. B8: General Home Management (Post Purchase Non-Delinquent)

Ignore the auto-total number.

Number of Homeownership Preservation Workshops

Number of Attendees at Homeownership Preservation Workshops

Number of Post-Purchase Workshops (not including Homeownership Preservation)

Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)

Number of 1:1 Post-Purchase Counseling Sessions

Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions

10. B9: Foreclosure Counseling

Ignore the auto-total number.

Number of Foreclosure Workshops

Number of Attendees at Foreclsoure Workshops

Number of 1:1 Foreclosure Counseling Sessions

Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number of Foreclsoures Prevented

11. B10: Eviction Counseling

Ignore the auto-total number.

Number of Eviction workshops

Number of Attendees at Eviction workshops

1:1 Eviction Counseling

Unduplciated households 1:1 Eviction Counseling

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number Evictions Prevented

12. B11: SFRR

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of SFRRP Orientations conducted (required)

Number of 1:1 Intake sessions

Number of unduplicated households

Number of complete applications submitted in SFRRP Portal

13. B12: Legal Services for Seniors, Coops and Condos

Ignore the auto-total number.

Senior households receiving legal services

Coop Associations receiving legal services

Condo Associations receiving legal services

Number of Training for Law Firms

Number of Attendees at law firm training

Number of outreach activities

Number of new partnerships initiated

Number of clients helped with Schedule H

Number of clients helped with life planning docs

Number pro bono attorneys engaged in housing-related matters

Number veterans receiving legal counsel/advice

14. B13: Technical Assistance for Coop

Ignore the auto-total number.

Number of Co-Op Associations receiving Technical Assistance

Number of Action Plans written for Co-Op Associations

Number of Successful Outcomes for Co-Op Associations

Number of Asset Management Improvement Services Provided for Co-Op

Number of Asset Management Tactical Support Services Provided to Co-Op

Number of Consultative Services Provided to Co-Op Associations and Clients

Number of Legal Assistant Services provided to Distressed Co-Op Associations

Number of Organization Sustainability Tactical Support Services Provided to Co-Ops

Number of Ownership Educations Sessions provided to different ownership models including shared equity

Number of Relocation Plans completed and accepted for Co-Ops

Numbers of Trainings on Board Operations Governance & Management to Co-ops

Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management

Number of written Asset Management & Sustainability Plans for Co-Ops

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Co-Op Associations

Number of Associations (Coops) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Co-Op Associations

15. B13: Technical Assistance for Condo Associations

Ignore the auto-total number.

Number of Condo Associations receiving Technical Assistance

Number of Action Plans written for Condo Associations

Number of Successful Outcomes for Condo Associations

Number of Asset Management Improvement Services Provided for Condo

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo

Number of Asset Management Tactical Support Services Provided to Condo

Number of Legal Assistant Services provided to Distressed Condo Associations

Number of Consultative Services Provided to Condo Associations and Clients

Number of Organization Sustainability Tactical Support Services Provided to Condo Associations

Number of Relocation Plans completed and accepted for Condo Associations

Numbers of Trainings on Board Operations Governance & Management to condo associations

Number of written Asset Management & Sustainability Plans for Condo Associations

Number of Associations (Condos) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Condo Associations

16. B14: Technical Assistance for Small Apartment Owners (25 units and less)

Ignore the auto-total number.

Number of Inquiries Received

Number of Owners/Managers receiving Services

Number of Action Plans Written

Number of Action Plans Implemented/Completed

Number of Owners/Managers needing Asset Management Guidance

17. C15: TOPA Pre-Purchase Counseling & Training

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Meetings with Tenant Association

Number of Attendees at TOPA Meetings

Number of TOPA Training Workshops to Tenants

Number of Attendees at TOPA Training Workshops

18. C16: TOPA Post-Purchase Counseling & Training

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Post Purchase Training Workshops

Number of Attendees at TOPA Post Purchase Workshops

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

19. C17: Tenant Counseling for HRA - Rental Accommodation Division

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

Number of Attendees at group training/coaching

20. Marketing & Outreach

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Housing Fairs

Other Tabling Events

Flyers Distributed

Social Media Posts (Facebook, LinkedIn, Instagram)

Mailings

Paid Advertising (display ads in print)

Other

Accomplishment Narrative

21. Staffing Information: Any changes (terminations or new hires) in staff members who are on the grant? Or in the Executive Leadership or Management Team? Number of HUD Certified Counselors (expressed as FTEs) on staff at the

end of this reporting period?

Maximum characters: 1000. You have 1000 characters left.

22. Who are the current Points of Contact and email for the following: 1) Executive Leader (NOTE: Executive leader is copied on all communication): 2) Grant/Fund Development: 3) Grant/Accounting: 4) Program Managers/Directors/Supervisors:

Maximum characters: 1000. You have 1000 characters left.

23. Please provide us with client success story/stories for this quarter by program. You may provide a link to an article that has been written for other purposes (newsletter, website, or newspaper article).
Redact (use a pseudonym) for any client name or other personal identifying information if you have not received a release.

Maximum characters: 3000. You have 3000 characters left.

24. Any good news to share? Any events and activities coming up? (e.g. obtained other grant funds to leverage DHCD grant, Open Houses, Presentations, Community Events, etc.)
Upload a calendar of upcoming program events (in-person or webinars).

Maximum characters: 3000. You have 3000 characters left.

25. Describe your organization's involvement in other projects or initiatives with other District agencies.

Maximum characters: 3000. You have 3000 characters left.

26. Describe your marketing and outreach during this period. What groups or areas did you market to, numbers, and in what way did you contact them (mail, event, email, personal, media, etc.)?

Maximum characters: 3000. You have 3000 characters left.

27. Describe any specific obstacles (if any) to your organization's program or service delivery during this period?

Maximum characters: 3000. You have 3000 characters left.

Documents Requested *	Required?	Uploaded Documents *	
ALL: Procurement Report, as applicable Download template: Procurement Report			Upload
ALL: Language Access for Outreach and Group Sessions Download template: Language Access for Outreach and Group Sessions	Required		Upload
ALL: Calendar of Next Quarter (3 months) of Orientations, Trainings, Workshops & 8-Hour Classes	Required		Upload
A-2 HBE 8-Hour Class Attendance Certificates Download template: A-2 HBE 8-Hour Class Attendance Certificates			Upload
A-3 Homebuyer Assistance Program Intake Download template: A-3 Homebuyer Assistance Program Intake			Upload
A-4 IZ Orientation Attendance Certificates Download template: A-4 IZ Orientation Attendance Certificates			Upload
B-11 SFRRP Intake Download template: B-11 SFRRP Intake			Upload
C-15 and C-16 TOPA Reporting Download template: C-15 and C-16 TOPA Reporting			Upload
C-17 Training for Tenants and Tenant Organizations Download template: C-17 Training for Tenants and Tenant Organizations			Upload

* *ZoomGrants™ is not responsible for the content of uploaded documents.*

CDBG PUBLIC SERVICE* HOUSING COUNSELING (HC) PROGRAM

HEAD OF HOUSEHOLD DEMOGRAPHICS

IDIS Number	
Community Based Organization (CBO)	
National Objective/Matrix Code	
Project Analyst	
Proposed HOUSEHOLDS TO Serve	
Total HOUSEHOLDS Served	
Difference Used for CAPER Analysis	

Tip #1	Avoid Duplicative Reporting
Tip #2	Complete each cell; even if N/A (Not Applicable)
Tip #3	Do not complete Greyed-Out Cells
Tip #4	Based on HEAD of HOUSEHOLD
Tip # 5	Submit Quarterly
Tip #6	Public Service - HC that cannot show proof a home was purchased.
Tip # 7	OPM - Kelly Ann Morrow, DHCD Grant Management Officer, kelly-ann.morrow@dc.gov

HEAD OF HOUSEHOLD CHARACTERISTICS

Race/Ethnicity/Household Composition	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
White	0	0		0	0																					0	0	0
Black/African American	0	0		0	0																					0	0	0
Asian	0	0		0	0																					0	0	0
Native American/Alaskan Native				0	0																					0	0	0
Native Hawaiian/Other Pacific Islander				0	0																					0	0	0
Native American/Alaskan Native & White				0	0																					0	0	0
American Indian/Alaskan Native & White				0	0																					0	0	0
Asian & White				0	0																					0	0	0
Black/African American & White				0	0																					0	0	0
Native American/Alaskan Native & Black/African American				0	0																					0	0	0
Other Multi Racial				0	0																					0	0	0
Did Not Report				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Income Data (In accordance with HUD Part 5)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
Extremely Low 0-30 %	0			0	0																					0	0	0
Low 31%-50%	0			0	0																					0	0	0
Moderate 51%-80%	0			0	0																					0	0	0
Non-Low/Moderate 81% - 110%				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Additional Data (Does not apply to Single Family Residential Rehabilitation Program)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
With New or Continuing Access to Service or Benefit	0			0	0																					0	0	0
With Improved Access to Service or Benefit				0	0																					0	0	0
Received a Service or Benefit that is No Longer Substandard				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Language Access

The recent Executive Order of the President makes English the Official Language of the United States.

Grantees may translate forms, document, trainings into other languages as they deem appropriate for the benefit of clients.

Grantees may also make provision for clients to have access who are English Proficient/Non-English Proficient (LEP/NEP).

The Language Access line remains available to Grantees. OPM can provide the phone number.

Grantees are encouraged to report on a quarterly basis concerning language accommodation for clients.

Tracking includes:

- Language
- Use of interpreter, bi-lingual staff person or language access telephonic line
- Used on the group basis or individual and the number of each

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit D Method to determine Client Eligibility for Services

Method to determine Client Eligibility for Services:
By Household

DHCD will provide the spreadsheet to use for this Quarterly Report

If a grantee has two or three sources/uses of grant funds, a separate report is needed for each.

Sources/Uses includes

1. Public Services (PS),
2. Non-Public Services (NPS) and
3. NRSA Wards 7 & 8 PS & NPS.

For each the Household report includes:

Section 1

Grantees will provide the following information concerning race/ethnicity which shall be recorded by

- Ward,
- Head of Household,
- Tenant/Owner

White
Black/African American
Asian
Native American/Alaskan Native
Native Hawaiian/Other Pacific Islander
Native American/Alaskan Native & White
American Indian/Alaskan Native & White
Asian & White
Black/African American & White
Native American/Alaskan Native & Black/African American
Other Multi Racial
Did Not Report
TOTAL

Section 2

Also, each household shall be counted by income category using the CDBG income categories and dollar amounts. (See chart in this exhibit.)

Section 3

Lastly, each household shall be counted by CDNG service category.

With New or Continuing Access to Service or Benefit
With Improved Access to Service or Benefit
Received a Service or Benefit that is No Longer Substandard

The Number of Households in each of the above calculations be the same. That is, if 100 households are reported in Section 1, there must be 100 in reported also in Sections 2 and 3.

This procedures is repeated for:

- Non-Public Service Activities
- NRSA Wards 7 & 8 Public Service and Non-Public Service

INCOME LIMITS WITH UNCAPPED LIMITS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
U.S. Department of Housing and Urban Development (HUD) FY 2023
Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	**84,400**	**96,450**	**108,500**	**120,550**	**130,200**	**139,850**	**149,500**	**159,150**

	Median Income	**Family Four Low Income Limit**
DC	**$152,100**	**$95,300**

This grant will consider eligibility based on Household Beneficiary Data

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit E Budget Modification Form

BUDGET MODIFICATIONS

To request a Budget Modification, please reach out to your Point of Contact with Community Services to request the excel file.

The excel file should be returned to Community with the details (below) about your request. You may also send a PDF of the excel file in addition to the excel file itself. The excel is needed to upload to the database.

There should be a cover letter from the Executive Director requesting the modification as outlined in excel file attached. Only the Executive Director as a signatory to the Grant Agreement can request a Budget Modification.

The Excel file will guide you through the process.

The Excel template asks you for each line item in the A 3-2 (Personnel) to indicate the current budget and the requested budget modification for:

- Hourly rate
- Number of Hours to be charged to the Grant (total for the year)

Similarly for the A 3-1 the template asks the current Budget Amount for each line item and the requested modification amount for each line item in the A 3-1.

Each line item in the A 3-1 and A 3-2 must be included in the Modification.

The deadline to request a Budget Modification is June 1st of each year.

The Community Services team is available to provide technical assistance.

Cost Category	Current Budget	Increase (Decrease)	Requested Modificastion Amount
Personnel (Salary & Fringe)	$0.00	$0.00	$0.00
Credit Report	$0.00	$0.00	$0.00
Space	$0.00	$0.00	$0.00
Insurance	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Training	$0.00	$0.00	$0.00
IT Services & Support	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$0.00	$0.00	$0.00
Total Indirect Costs (De Minimis Cost Rate 15%)	$0.00		$0.00
Total Costs	$0.00	$0.00	$0.00

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit F Drug Free Workplace Certification

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Certifications Regarding
Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code. and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - lll, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. Debarment, Suspension, And Other Responsibility Matters (Direct Recipient)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

1. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F. for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020. Notice shall include the identification number(s) of each effected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and incising termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (1), (c), (d), (e), and (f).

B. The applicant may insert in the space provided below the sites) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Drug-Free Workplace (Grantees who are Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, subpart F, for grantees as defined at 28 CFR Part 67; Sections 67 615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020.

As the duly authorized representative of the applications,
I hereby certify that the applicant will comply with the above certifications.

1. **Grantee Name and Address** Lydias House in Southeast 4101 Martin Luther king Jr. Ave, SW, Washington, DC 20032

2025-07 Housing Services — **2. Application Number and/or Project Name**

52-1706529 — **3. Grantee IRS/Vendor Number**

Cliff Beckford Executive Director — **4. Typed Name and Title of Authorized Representative**

Cliff Beckford — **5. Signature**

03/13/2025 — **6. Date**

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit G Service Area Eligibility

This grantee provides services to residents of all DC Wards and will focus on the neighborhoods in these corridors where DHCD has invested resources for housing development.

- 16th St NW Corridor near the intersection with Havard St NW (Columbia Heights) in Ward 1
- Georgia Ave and New Hampshire Ave NW Corridor (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- Rhode Island Ave and South Dakota Ave NE Corridor (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 5
- M and South Capitol Streets SW Corridor (Greenleaf/Waterfront) in Ward 6
- Benning Road and Florida Ave NE Corridor (NoMa/Ivy City/Trinidad) Ward 6
- Minnesota Ave and Benning Rd NE Corridor (Benning, Greenway) in Ward 7
- Pennsylvania Ave and Minnesota Aves SE Corridor (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- East Capitol and Benning Rd Corridor (Capital View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- Marion Barry Ave and Martin Luther King Aves SE Corridor (Historic Anacostia, Fairlawn Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- Marion Berry Ave and Alabama Aves Corridor (Skyland, Woodland, Garfield Heights) in Ward 8
- Martin Luther King Ave and Alabama Ave Corridor (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- South Capital St and Chesapeake Aves SE Corridor (Bellevue, Washington Highlands) in Ward 8

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit H Insurance Requirements

DHCD-BILL WINSTON-GRANT FOR VARIOUS COMMUNITY-BASED ORGANIZATIONS HOUSING COUNSELING AND SERVICES AF07082024

INSURANCE

A. GENERAL REQUIREMENTS. The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this grant, the types of insurance specified below. The Grantee shall submit a Certificate of Insurance to the Grant Administrator (GA) giving evidence of the required coverage prior to commencing performance under this grant. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the GA.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Grantee and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this grant, with the understanding that any affirmative obligation imposed upon the insured Grantee or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its subcontractors, and not the additional insured. The additional insured status under the Grantee's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the GA in writing. All of the Grantee's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Grantee or its subcontractors, or anyone for whom the Grantee or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the GA with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the GA in writing), covering liability for all ongoing and completed operations of the Grantee and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an

Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or it's equivalent) to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the GA in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee in connection with work under this agreement, with a minimum combined single limit of $1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Grantee shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Defense costs shall be in addition to and not erode the limits of liability
e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or it's equivalent)

3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

   Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   The Workers Compensation and Employers Liability shall be further endorsed to:
   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the GA of commercial umbrella or excess liability insurance with minimum limits of $5,000,000 per occurrence and $5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS
Any and all subcontractors engaged by Grantee for work under this agreement shall be required to have the same insured required of Grantee. Should the Grantee wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Grantee shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Grantee. In either instance, the Grantee must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

E. DURATION. The Grantee shall carry all required insurance until all grant work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this grant and two years for non-construction related grants.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the Grantee's liability under this grant.

G. CONTRACTOR'S PROPERTY. Grantee and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.

H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the grant price.

I. NOTIFICATION. The Grantee shall ensure that all policies provide that the GA shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Grantee no long complying with the above requirements. The Grantee shall provide the GA with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the GA with an updated Certificate of Insurance should its insurance coverages renew during the grant. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Grantee at least 30 days' notice of the change. Grantee must comply, at your expense, and deliver to the GA evidence of compliance before the change becomes effective.

J. CERTIFICATES OF INSURANCE. The Grantee must send to GA, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Grantee must also provide us with evidence of renewal before the expiration date of each insurance policy. Grantee is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . Certificates of insurance must reference the corresponding grant number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:
William Winston, Grant Administrator (DHCD)
1909 Martin Luther King Jr Av SE, Washington DC 20020
771-208-9628
Bill.winston@dc.gov

The GA may request and the Grantee shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Grantee expires prior to completion of the grant, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the GA prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the GA on an annual basis as the coverage is renewed (or replaced).

K. DISCLOSURE OF INFORMATION. The Grantee agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Grantee, its agents, employees, servants or subcontractors in the performance of this grant.

L. CARRIER RATINGS. All Grantee's and its subcontractors' insurance required in connection with this grant shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.

M. WARRANTIES. When applicable, the Grantee should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). GA should collect, review for accuracy, and maintain all warranties for goods and services.

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit I **Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures**

Mayor's Order 2023-131

GOVERNMENT OF THE DISTRICT OF COLUMBIA
ADMINISTRATIVE ISSUANCE SYSTEM

Mayor's Order 2023-131
October 31, 2023
SUBJECT: Updated District Government Sexual Harassment Policy, Guidance, and Procedures

ORIGINATING AGENCY: Office of the Mayor

By virtue of the authority vested in me as Mayor of the District of Columbia by sections 422(2), (3), and (11) of the District of Columbia Home Rule Act of 1973, 87 Stat. 790; Pub. L No. 93-198, D.C. Official Code §§ 1-204.22(2), (3), and (11), it is hereby **ORDERED** that:

I. PURPOSES AND BACKGROUND

This Order incorporates provisions of, updates, and supersedes Mayor's Order 2017-313, dated December 18, 2017, regarding sexual harassment in District of Columbia ("District") Government workplaces.

In addition to providing procedural updates to the District's sexual harassment policy, this Order establishes and directs the Sexual Harassment Task Force to further examine the District's sexual harassment policies and provide recommendations to further the goal of a harassment-free workplace; establishes obligations of District Government employees; adds Mayor's direct reports to those required to be referred for outside investigation of sexual harassment; and bans all sexual and romantic relationships between supervisors and the employees in their chain of command.

This Order reaffirms that the District Government does not tolerate any form of inappropriate workplace conduct including sexual harassment, nor does it tolerate sexual harassment in non-employment interactions between District Government employees and the public. Sexual harassment is recognized as one of the most unjust, demeaning, and demoralizing examples of workplace misconduct.

This Order also requires that employees be trained on sexual harassment every year and provides additional specificity as to the qualifications and role of Sexual Harassment Officers.

Further, this Order directs agency compliance with the Sexual Harassment Data Collection and Reporting Act of 2022, D.C. Law 24-171, D.C. Official Code § 1-546.01, and clarifies, consistent with the Human Rights Enhancement Amendment Act of 2022, D.C. Law 24-172, D.C. Official Code § 2-1402.11(c-2), the definition of sexual harassment.

II. INDIVIDUALS AND ENTITIES COVERED

A. Prohibitions and Protections

1. This Order is intended broadly to prohibit sexual harassment in all interactions with District Government employees and officials and persons acting on behalf of the District Government, and to facilitate speedy investigation and non-monetary remedial action including warnings to stop offensive behavior, additional training, reassignments, and personnel and contract actions.

2. The District of Columbia prohibits workplace sexual harassment by all District Government employees and officials. The prohibition applies to harassment of other employees and officials and to harassment of third parties

and members of the public interacting with the District Government, such as vendors, contractors, grantees, customers, clients, and other persons visiting or working at District Government worksites or service sites inside and outside District Government agencies.

3. Likewise, contractors and grantees carrying out work on behalf of the District Government shall not sexually harass colleagues who carry out work on behalf of the District Government; District Government employees; or customers, clients, or beneficiaries of the services the contractors and grantees provide on behalf of the District Government; and those clients, customers, beneficiaries, employees, and colleagues may file complaints that trigger sexual harassment investigations and possibly remedies. Remedies may include requiring the contractor or grantee to use alternate personnel to provide services, and other remedies available under the contract or grant agreements up to and including contract or grant termination or non-renewal of the grant or contract.

4. In addition, sexual harassment by District Government clients, customers, or visitors against District Government employees, contractors, or grantees, or other clients, customers, or visitors, at District Government worksites or service sites, is prohibited and complaints made against District Government employees who sexually harass contractors, grantees, agency clients, customers or visitors, upon investigation, may result in discipline of the employee and accommodations of the contractor, grantee, customer or visitor, such as having another government official assigned to the matter.

5. In the course of their duties as members of District of Columbia boards and commissions, board and commission members are bound by the prohibitions, procedures, and deadlines set forth in this Order.

6. Not every procedure set forth in this Order applies to persons not working for the District Government.

B. Scope

1. Laws prohibiting sexual harassment apply throughout the District Government. The agencies listed below should either use the training, procedures, information, and processes provided in this Order, or their own, similar ones. To the extent District law requires centralized reporting, the reporting requirements in this Order apply to all agencies.

2. Those agencies include the Office of the Attorney General, the Office of the Chief Financial Officer, the Board of Elections, the Zoning Commission, the Public Service Commission, the Commission on Arts and Humanities, the Washington Convention and Sports Authority (Events DC), the Board of Education, the University of the District of Columbia, the DC Public Library, the DC State Athletics Commission, the Public Charter School Board and public charter schools, the Office of the People's Counsel, the District of Columbia Water and Sewer Authority (DC Water), the Green Finance Authority, the Health Benefit Exchange Authority, the Not-for-Profit Hospital Corporation, the Contract Appeals Board, the DC Retirement Board, the Office of Employee Appeals, the DC National Guard, the Criminal Justice Coordinating Council, the Office of Police Complaints, the Corrections Information Council, and the Uniform Law Commission.

3. This Order does not apply to the Council of the District of Columbia, Advisory Neighborhood Commissions, or the DC Courts, and agencies and offices subordinate to them.

III. SEXUAL HARASSMENT

A. Through the Human Rights Enhancement Amendment Act of 2022, D.C. Law 24-172, effective September 21, 2022; D.C. Official Code § 2-1402.11(c-2), the Council has, in the employment context, expanded the definition of "harassment" and "sexual harassment" under the D.C. Human Rights Act to provide that sexual harassment includes conduct of a sexual nature, "whether direct or indirect, verbal or nonverbal, that unreasonably alters an individual's terms, conditions, or privileges of employment or has the purpose or effect of creating an intimidating, hostile, or offensive work environment."

B. In addition, sexual harassment includes "sexual advances, requests for sexual favors, or other conduct of a sexual nature where submission to the conduct is made either explicitly or implicitly a term or condition of employment or where submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual's employment." This is sometimes referred to as quid pro quo sexual harassment.

C. In determining whether sexual harassment has taken place, the D.C. Human Rights Act states that "conduct need not be severe or pervasive to constitute harassment" and that "no specific number of incidents or specific level of egregiousness is required."

D. Examples of conduct that can contribute to or constitute sexual harassment or an intimidating, hostile, or offensive work environment include:

1. Sex acts;

2. Display of sexual organs;

3. Using sexually oriented or sexually degrading language describing an individual or their body, clothing, hair, accessories, or sexual experiences;

4. Sexually offensive comments or off-color language, jokes, or innuendo that a reasonable person would consider to be of a sexual nature, or belittling or demeaning to an individual or a group's sex, sexual orientation, or gender identity;

5. "Sexting" or seeking or sending pictures of intimate body parts;

6. Taking or displaying pictures of body parts meant to be covered up (such as "upskirting" pictures);

7. Displaying or disseminating sexually suggestive objects, books, screensavers, magazines, photographs, music, cartoons, or computer internet sites or references;

8. Unnecessary and inappropriate touching or physical contact, such as intentional and repeated brushing against a colleague's body, touching or brushing a colleague's hair or clothing, massages, groping, patting, pinching, or hugging, that a reasonable person would consider to be of a sexual nature;

9. Leering, ogling, or making sexually suggestive gestures or sounds, such as whistling or kissing noises;

10. Making inquiries about someone's private sex life or describing one's own sex life;

11. Workplace sexual comments, conduct, displays and suggestions between two willing parties in the presence of another that are inconsistent with professional workplace norms;

12. Any unwanted repeated contact, including, but not limited to in-person, or telephonic, for romantic or sexual purposes;

13. Giving a preference to someone who is engaged in a dating, romantic, or sexual relationship based on the relationship to the disadvantage of someone who is not engaged in a dating, romantic, or sexual relationship; and

14. Sexual assault, stalking, trapping someone such that they are not free to leave and a sexual encounter is expected or threatened, threats of bodily harm relating to sex or the refusal to have sex, or other crimes related to acts of sexual harassment.

E. Further, the District may treat some conduct of a sexual nature as misconduct, even when it does not rise to the level of unlawful sexual harassment actionable under the D.C. Human Rights Act. As an example, an employee who tends to greet people with a hug may have been warned that the conduct was offensive to some employees and then hugs an employee whom they have not seen in many months. The conduct may not rise to the level of "unreasonably altering the individual's terms, conditions, or privileges of employment," but it could constitute misconduct since they had been warned that some employees associate hugging with unwanted sexual contact that is offensive in the work environment.

IV. DATING, ROMANTIC, AND SEXUAL RELATIONSHIPS IN THE WORKPLACE

A. Prohibitions

1. Prohibitions on certain dating, romantic, or sexual relationships in the workplace exist to prevent real or perceived impropriety, favoritism, conflicts of interest due to power dynamics, control of an employee's assignments and performance reviews, as well as to advance fairness for all other employees, contractors, grantees, and clients. Even consensual dating, romantic, or sexual relationships can generate allegations of favoritism based on sexual relationships or sexual harassment by one of the parties or a third party. Relationships, or aspects of relationships, that may be perceived as consensual by one party may be considered coerced or harassing by the other party due to power dynamics, and relationships that start consensually may evolve into sexual harassment.

2. Subject to the conditions and implementation procedures discussed in this Order, it is now the policy of the District Government that a dating, romantic, or sexual relationship between a supervisor and any employee in the chain of command they supervise – whether supervision is direct or indirect, operational or situational – is prohibited. Note that chain of command in this definition may span agencies or divisions within an agency.

3. In addition, District Government employees shall not initiate a dating, romantic, or sexual relationship with trainees, recruits, or interns, regardless of the employee's assignment in relation to the trainee, recruit, or intern if the employee is in the same agency as the trainee, recruit, or intern.

4. Further, this Order prohibits dating, romantic, and sexual relationships when they are prohibited by applicable professional or ethical standards, such as lawyer-client, doctor-patient, or social worker-client.

5. District Government employees shall not participate personally and substantially in particular matters that affect or could affect the financial interests of someone with whom they are in a dating, romantic, or sexual relationship, whether that person is an employee, grantee, contractor, or client of the agency.

B. Designation of Person or Committee to Resolve Issues Surrounding Workplace Relationships; Existing Relationships

1, By November 17, 2023, District Government agency directors shall designate their own agency human resources agency/officers, another appropriate officer, or an office or committee to receive disclosures of relationships and resolve workplace issues arising from any prohibited dating, romantic, or sexual relationship on a case-by-case basis consistent with this Order; absent such a designation, disclosures shall be made to the Director.

2. By December 8, 2023, existing relationships that fall within the prohibitions of this Order must be disclosed to the designee identified in subsection IV.B.1. of this Order, in the manner specified by their agency or on a form to be created by DCHR, whereupon the situation will be evaluated and a resolution determined.

3. Resolution may involve giving the employees a defined but reasonable time to find a new position where the relationship is not implicated by this Order; shifting reporting structures to take the relationship out of a prohibited status; or establishment of recusal structures when the employees do not work in the same agency or division but they heretofore were in situational or operational chains of command.

4. To the extent adjustments are made in work sites or shifts, reporting structures, job duties or any other factor for one or both of the persons in the relationship, agencies shall endeavor to afford such options on a voluntary basis for all concerned, particularly if an employee not involved in a prohibited relationship is affected by any proposed accommodation of the relationship.

5. If no satisfactory resolution of the prohibited relationship can be reached, the persons in a dating, romantic, or sexual relationship may request a waiver of the provisions of this Order. Waiver requests shall be submitted to the Mayor and shall be accompanied by a recommendation from the agency or agency designee. Waiver requests may include any information relevant to the determination and shall be on a form to be created by the Department of Human Resources ("DCHR").

6. Agencies may make reasonable efforts to assist with a transfer or reassignment, without prejudicing either employee (or any other employee), but it is not the responsibility of the personnel authority or the agency to restructure their agency operations or find a new position for someone in the relationship. No agency is required to grant a request or application for a transfer.

7. Agencies may promulgate regulations or policies consistent with this Order to effect its implementation and to provide consistent treatment for employees facing this situation, though each relationship may pose unique issues. Agencies may also issue rules explaining in more detail for their agencies' employees and contractors how terms such as "dating," "chain of command" and "trainee" are to be interpreted considering their agency's operations. Agencies may prohibit dating, romantic, or sexual relationships with their own clients or clients of the agency or a subset of the agency, as the agency deems appropriate to prevent factual or perceived impropriety or favoritism. For instance, an agency with both social workers and non-licensed employees providing case work to agency clients could extend the ban on dating and sexual relationships with clients to their non-licensed employees, to hold them to the same professional standards as their licensed colleagues.

8. By December 12, 2023, agencies shall report the number of disclosed relationships to the Mayor's Office of Legal Counsel ("MOLC") and the contact information of the person handling requests for accommodation, for consideration by the Sexual Harassment Taskforce.

C. Disclosure of Relationships

1. In addition to the disclosures of existing relationships required by Section IV.B., if by promotion or agency reorganization or other circumstance, two employees in a dating, romantic, or sexual relationship would fall into a prohibited relationship status, their relationship must be disclosed as soon as the possibility of falling into prohibited status is realized by either person in the relationship.

2. If there is a reasonable likelihood that someone would raise a credible charge that there was or could be preferential treatment based on a dating, romantic, or sexual relationship that is not in a chain of command, then the employees involved in the dating, romantic, or sexual relationship must also report their relationship to the person or office designated pursuant to Section IV.B. Such reporting is necessary for consideration of whether additional safeguards are necessary and whether the prohibition on relationships based on situational supervision is implicated.

D. New Relationships

Generally, if two persons in a chain of command wish to begin a dating, romantic, or sexual relationship with each other, one party to the relationship should apply for a transfer or otherwise seek employment that eliminates the supervisory relationship before the relationship begins so that no prohibited relationship commences. For example, a supervisor may be transferred to another supervisory role so that they are not in the chain of command with the other person.

E. Conduct

1. District Government employees in a dating, romantic, or sexual relationship with another District Government employee, or client/customer of their agency, or grantee or contractor of their agency, shall conduct themselves in an appropriate manner while on duty and shall not engage in behavior that detracts from a professional work environment.

2. Any sexual activity at work sites or during an employee's working hours, regardless of location, is prohibited.

F. Violations

A violation of a provision of this Order regarding dating, romantic, or sexual relationships may not constitute sexual harassment as defined above, but an employee who engages in a prohibited relationship under Section IV.A. of this

Order or fails to disclose a relationship that is required to be disclosed shall be subject to appropriate personnel action, up to and including termination.

G. Legal Representation

If legal action is commenced against the District of Columbia and/or a supervisor who engaged in a dating, romantic, or sexual relationship with an employee, or a person engaged in a potentially-conflictual relationship, the existence of the sexual or romantic relationship will be a factor in the District of Columbia's decision to provide legal representation to the supervisor or the employee(s) engaged in a relationship.

V. PROCEDURES FOR STOPPING SEXUAL HARASSMENT; REPORTING AND INVESTIGATING SEXUAL HARASSMENT CLAIMS

A. Employee Obligations

1. District Government employees are bound by the principles set forth in the Code of Conduct at 6B DCMR §§ 1800.2–1800.4 and are expected to act at all times in a manner reflecting their roles as public servants. Depending on an employee's role in the District Government, the obligations regarding the prevention of sexual harassment may differ. "Employees" for the purpose of this Order include contractors engaged by the District Government performing work on behalf of the District similar to that as its employees, such as at District worksites.

2. All employees are obligated to:

a. Refrain from engaging in behavior that constitutes sexually harassing conduct;

b. Refrain from initiating or conducting a prohibited dating, romantic, or sexual relationship as described in Section IV.A. of this Order;

c. Disclose their own dating, romantic, or sexual relationships with other employees if required in Section IV.D. of this Order;

d. Affirm their agreement to comply with this Order;

e. Complete annual sexual harassment training;

f. Cooperate fully in any inquiry or investigation into an alleged violation of this Order; and

g. Refrain from any behavior that may call into question the impartial and harassment-free provision of services to constituents, agency clients or customers, contractors, or grantees.

3. Supervisors should take particular care to avoid conduct that could lead to allegations of sexual harassment, considering time, place, and situations of interactions with employees.

B. Employee Communication

1. To avail themselves of the procedures and protections of this Order, when a District Government employee finds conduct unwelcome, intimidating, or offensive, they may: (a) tell the person who is engaging in offensive or inappropriate sexual conduct to stop and that such conduct is unwelcome; or (b) ask the employee's supervisor, General Counsel, or Sexual Harassment Officer to advise the person that the conduct is offensive and unwelcome; or (c) proceed immediately to file a complaint of sexual harassment under this Order.

2. Employees and others engaged in intervention are encouraged to document all intervention efforts or requests to cease reported inappropriate sexual conduct, including conversations, texts, or email exchanges.

C. Reporting Allegations of Inappropriate Conduct of a Sexual Nature or Sexual Harassment

1. All District Government employees are encouraged to help ensure that District Government workplaces are free of sexual harassment. Employees who know of incidents of inappropriate conduct of a sexual nature, as well as behavior that may create an intimidating, hostile, or offensive work environment, or who are victims of inappropriate conduct of a sexual nature, should report the inappropriate conduct.

2. Employees may report to the Sexual Harassment Officer ("SHO") of their agency or any other agency, or the supervisor or manager of the employee engaging in inappropriate conduct, to their own supervisor, or to the agency General Counsel. Contractors, grantees, and customers of agencies may report allegations of inappropriate conduct of a sexual nature to the SHO of the relevant agency or any other agency, the relevant agency's General Counsel, the supervisor of the employee who engaged in the alleged inappropriate conduct, or their grant or contract administrator.

3. Allegations of sexual harassment against the Mayor, City Administrator, Mayor's Chief of Staff, Mayor's Senior Advisor, Director of the MOLC, any Deputy Mayor, or any official who directly reports to the Mayor, shall be referred to the Inspector General to determine if the allegation is credible, in which case it shall be referred for independent investigation. Such investigations shall be carried out by an entity outside the District Government and those reports shall be provided to MOLC (or the City Administrator if the allegation is against the Director of the MOLC) and the Inspector General.

D. Agency Responsibilities

1. Sexual Harassment Officers ("SHOs") and Investigations

a. Each Deputy Mayor's Office and each agency shall designate a primary SHO and an alternate SHO and shall update the designations, as needed, on an ongoing basis. Each agency shall provide the names of its SHOs to DCHR, and DCHR shall maintain a current District-wide list of agency SHOs. Further, pursuant to D.C. Official Code § 1-546.01(2), SHOs shall be registered with the Office of Human Rights ("OHR").

b. SHOs shall be trained and qualified to serve. To be qualified to serve as a SHO, individuals must have taken and continue to take annual training provided by DCHR and OHR. SHOs may but are not required to be an agency's Equal Employment Opportunity ("EEO") officer, or human resources manager; they must be competent in EEO laws and be designated by the agency to accept sexual harassment complaints and to review and investigate claims. SHOs need not be attorneys.

c. The primary and alternate SHOs for a smaller agency may be employees of another agency (i.e., the SHO of a larger agency may serve as the SHO for a smaller agency). An agency of any size may also obtain assistance from another agency's SHO in handling a particular investigation, including having another agency's SHO carry out an investigation, where there is a possibility of the appearance of a conflict of interest, or for administrative convenience. For the purposes of this Order, a smaller agency availing itself of this option will still be referred to as the "agency."

d. A person seeking to report a violation of this Order may file with any agency SHO, not solely the SHO at their agency or the agency at which the alleged sexual harassment occurred. Persons filing complaints, however, are not entitled to have the investigation conducted by the person of their choosing.

e. If a complaint is reported to someone other than the SHO, the person receiving the complaint must notify the agency SHO, unless giving notice would raise conflict of interest concerns, in which case the person must notify the agency General Counsel.

f. Unless the complaint is against the agency General Counsel, the SHO shall immediately notify the agency's General Counsel of the complaint, and the General Counsel shall thereafter notify the Mayor's Office of Legal Counsel ("MOLC"). The SHO may consult with the agency's General Counsel, or the General Counsel's designee, for legal guidance on conducting the investigation and shall notify the General Counsel of any issue that may require higher-level support. If the complaint is against the General Counsel, the SHO shall notify the MOLC directly.

g. SHOs should review DCHR's SHO training materials before initiating an investigation. DCHR has training materials on duties to inform the bargaining unit, the right to union representation during investigatory questioning, assessing credibility, unconscious bias, conducting interviews, gathering evidence, protecting confidentiality, preservation of evidence, when to stop an investigation and refer a matter for criminal investigation and more.

h. The primary function of a SHO is to accept complaints alleging violations of this Order and to gather, investigate and review the factual basis of the claim(s). SHOs may corroborate or refute factual allegations; SHOs may provide impressions and evidence regarding the credibility of witnesses. They weigh such evidence and may take into account their impressions of the credibility of witnesses. Ultimately, SHOs make and submit to the appropriate agency Director recommended determinations of whether the allegations are substantiated or are not substantiated. They are not to make legal conclusions about whether sexual harassment occurred.

i. Investigations of allegations of inappropriate conduct of a sexual nature shall be conducted, and the associated investigation report completed, as soon as practicable, within sixty (60) days after the filing of the report of the alleged sexual harassment, absent unusual circumstances.

j. The investigative report shall include a description of the allegations, a description of the SHO's investigation, a description of the evidence adduced by the SHO, and the SHO's recommended determination as to whether the allegations were substantiated. The SHO shall transmit the report to the Director or agency Director's designee and General Counsel of the agency where the alleged harasser is employed.

2. Interim Remedial Actions

a. Pending the completion of the SHO investigation and report, the issuance of the agency report, and the imposition of any disciplinary action, and to protect the rights of the alleged victim as well as the alleged harasser, the agency may take temporary personnel actions that do not result in any adverse employment action to either party.

b. When an agency becomes aware of an allegation of misconduct of a sexual nature, the agency shall notify the alleged harasser of the reported behavior and may demand that the alleged behavior cease immediately and not be repeated.

c. The agency shall take such other remedial steps as it deems appropriate to mitigate the possibility of the alleged harassing conduct continuing.

d. Interim remedial actions are administrative rather than disciplinary and may include, but are not limited to, transfers, reassignment of duty station, changed shifts, duties or reporting requirements, mandatory administrative leave with pay, or other appropriate measures that do not result in reduction of pay, demotion in title or responsibility, or other loss of employee benefits. In general, the agency should avoid moving the alleged victim or changing the alleged victim's shift, or taking similar action affecting the alleged victim, unless the alleged victim requests the action; if the agency takes such an action absent a request from the alleged victim, the agency should make clear to the alleged victim that the action is being taken in pursuit of an effective and prompt stop to any alleged harassment, and not in retaliation for reporting the alleged harassment.

e. Personnel authorities are encouraged to find alternative, reasonably comparable placement during the pendency of an investigation for the accuser or accused in lieu of administrative leave with pay, where possible and if consistent with any collective bargaining agreements.

3. Post-SHO Investigation Agency Actions

a. The agency Director or agency Director's designee may reject a SHO report and return it to the SHO for further investigation, information, documentation, or analysis if the agency Director or designee

considers the report to be incomplete, inadequate, or otherwise unacceptable.

b. If the report is not rejected, the agency Director, or the agency Director's designee, within fourteen (14) days of receiving the SHO's report, shall issue an agency report that accepts, modifies, or rejects the SHO's findings and substantiation recommendations, describes the rationale for any such modifications or rejections, and makes conclusions as to whether the substantiated allegations constitute a violation of this Order. The SHO report shall be included as an attachment to the agency Director or designee's report. The agency Director or designee shall consult with the agency's General Counsel during the preparation of the report regarding relevant legal standards or other legal issues.

c. If the report determines that a violation of this Order has occurred, the report shall be submitted to the agency's human resource officer for appropriate disciplinary action, up to and including termination. The agency shall require that any employee found to have violated this Order whose employment is not terminated must attend mandatory sexual harassment training within sixty (60) days after the issuance of the agency report.

d. The agency must provide the employee and the alleged harasser with a summary written notification of its findings and conclusions (final agency decision) after the sixty (60) day period and shall convey the same to MOLC within five (5) days after it is issued. The notice shall include a description of each allegation and the agency's determination as to whether the allegations were substantiated or were unsubstantiated. Such notice shall not include summaries of witness interviews, credibility determinations, or legal analysis; the notice is a simple recitation of the allegations and the determination as to whether the allegations were substantiated or were unsubstantiated.

e. Any conclusion in the SHO or Director's report that a violation of this Order occurred does not constitute a final legal conclusion that sexual harassment under the D.C. Human Rights Act or federal law occurred. Conversely, a finding that was not substantiated is not a legal conclusion that no violation of the D.C. Human Rights Act or federal law occurred.

f. Consistent with norms regarding the privacy of personnel actions, the complaining party shall not be informed of any disciplinary actions against the alleged harasser.

g. Regardless of whether a complaint has been substantiated, relevant staff, including the General Counsel, are authorized to work together to advise the Director or deciding official as to whether to recommend or implement personnel actions or management procedures to reduce the possibility of reoccurrence of any inappropriate behavior or behavior that poses risks for the District. Any meetings among the General Counsel, human resources staff, and agency management shall endeavor to preserve the confidentiality of the complaint generating the meeting or consultation to the greatest extent possible.

4. Communicating the Order: Orientation, Pledges, Training, and Notifications

a. The personnel authority shall circulate this Order to all new hires during their orientation, shall give each new hire time to read a summary of the Order during orientation, and shall obtain a signed verification that the new employee has read the summary and pledges not to engage in sexual harassment or any other conduct that violates the rules prohibiting sexually harassing behavior, certain dating, romantic, or sexual relationships, and requiring disclosure of certain relationships. Agencies with supplemental orders relating to sexual harassment shall provide those orders, too, to onboarding employees.

b. When individual contractors are working inside an agency in a manner akin to a District Government employee, the agency or the supervising contractor shall obtain signatures from individuals during onboarding orientations affirming their agreement to abide by this Order.

c. New employees shall take a course on sexual harassment as part of the on-boarding process and in no event more than fourteen (14) days after being on-boarded. Agencies shall by December 11, 2023

circulate this Order to all current employees.

d. Agencies shall follow up to provide delivery to difficult-to-reach employees, including employees on leave and work-related travel. Agencies are responsible for confirming that each employee has received this Order by email, verification through Peoplesoft, or return of a signed copy.

e. By December 11, 2023, each agency shall email the names of the agency's primary and alternate SHOs to all its employees and shall send reminders or updates of who the agency's SHOs are at least annually to agency employees.

f. Each agency shall prominently post notices in conspicuous locations accessible and used by a substantial number of agency employees, identifying the agency SHO and Alternate SHO, how to report sexual harassment, and that sexual harassment investigations are to be kept confidential to the greatest possible extent consistent with their investigation and resolution. Agencies shall post the notices no later than thirty (30) days after receipt of the template notice from the Office of Human Rights required by Section V.K. of this Order.

g. Agencies shall take a digital photograph of each posting and transmit it to the SHO program coordinator at DCHR with a description of the location at the time of each posting.

h. Individuals and entities entering into contract or grant agreements with the District Government must affirm that they will abide by the D.C. Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR § 1100 et seq.

i. District agencies drafting contracts and grants shall require such affirmations as part of the contract or grant agreement.

E. Employee Responsibility to Participate in Agency Investigations

1. District Government employees are required to cooperate fully in a SHO or independent investigation of a workplace sexual harassment complaint.

2. If an employee who alleges sexual harassment or is believed to have been the victim of sexual harassment declines to assist and/or participate in the investigation of the allegation, or requests the agency not conduct an investigation, the agency may on its own initiative investigate or refer the matter for investigation.

3. Employees who were not themselves victimized, who, after a direct request by the SHO or other investigator, decline to participate in a sexual harassment investigation, may be subject to disciplinary action.

4. Any consideration of whether to recommend disciplinary action for failure to cooperate in an investigation on the part of an alleged victim requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

F. Discipline for Making False Statements or Representations

1. Making materially false statements, and misrepresentation, falsification or concealment of material facts or records in an investigation of allegations of sexual harassment is conduct warranting disciplinary action, up to and including termination.

2. Consideration of whether to recommend disciplinary action against an employee who is also the alleged victim of sexual harassment requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

G. Discipline after a Finding of Sexual Misconduct or Harassment

The agency shall recommend appropriate disciplinary action, such as described in Section 1607.2(k) of the District Personnel Manual, 6B DCMR § 1607.2(k), up to and including termination of any employee found to have engaged

in sexual misconduct or sexual harassment as defined in Section III of this Order.

H. Rights of the Alleged Harasser

Persons accused of sexual harassment deserve the full protections afforded to them under the law in administrative matters, including, but not limited to, the right to respond to allegations of sexual harassment; to counsel and representation, including a union representative or other representative of their choosing, and including the presumption of innocence, unless and until there is a finding of harassment after an investigation by the agency or where appropriate, OHR. The right to counsel does not include the right to have counsel paid for by the government.

I. DCHR Responsibilities

1. DCHR shall quarterly reach out to all designated primary and alternate SHOs to confirm that they continue to serve in those roles. If DCHR is unable to reach a designated SHO or to confirm that the individual still serves as the agency's primary or alternate SHO, DCHR shall work with the agency to identify a new primary or alternate SHO for the agency. DCHR shall post a list of agency SHOs on its website and update it as necessary.

2. DCHR shall develop reporting forms for disclosure of dating, romantic, and sexual relationships and for applications for waivers of the prohibition on relationships in the chain of command.

3. DCHR shall work with agencies to verify that all employees have completed the annual training on sexual harassment required by Section V.A.1.e. of this Order.

4. DCHR, working with the Office of the Chief Technology Officer, shall create a means through Peoplesoft for employees to acknowledge their receipt of the Order and agreement to comply with its provisions.

5. DCHR, in consultation with OHR, shall review, update, and provide training materials for agency SHOs, including training on investigative techniques.

6. DCHR shall establish qualification standards for SHOs and verify each SHO's qualification to serve as a SHO.

7. DCHR, in consultation with OHR and the Sexual Harassment Task Force, shall create and disseminate training and collateral materials on this Order, the sexual harassment provisions of the D.C. Human Rights Act, and other sexual harassment law and policy, to all agencies under the direct authority of the Mayor and to such independent agencies as may request access to DCHR materials. The training and collateral materials should be tailored to employees in various roles, such as senior officials, managers, attorneys, human resources personnel, and new or existing employees, and should take into account that many District Government employees work primarily in the community and may not have regular access to computer-based training modules.

J. Office of Human Rights (OHR)

1. OHR shall develop training for EEO officers on the standards of the D.C. Human Rights Act, including the changes made by the Human Rights Enhancement Amendment Act of 2022.

2. OHR shall provide consultative services to DCHR and the Sexual Harassment Task Force in creating and disseminating training and collateral materials on this Order, the sexual harassment provisions of the D.C. Human Rights Act, and other sexual harassment law and policy, to all agencies.

3. OHR shall provide a template notice to agencies for agencies to post where the agencies can fill in the name of their SHO and alternate SHO and providing basic information on the prohibition against sexual harassment, how to report, and confidentiality, pursuant to Section V.E.4.d. of this Order.

VI. PROHIBITION AGAINST RETALIATION

A. Retaliation Prohibited

Retaliating against a District Government employee for reporting or filing a claim of sexual harassment, assisting another person in reporting or asserting a claim of sexual harassment, opposing sexual harassment, acting as a witness in a sexual harassment investigation, refusing to follow orders that would result in sexual harassment, intervening to protect others from sexual harassment or advances, or challenging an allegation of sexual harassment, is strictly prohibited. Employees shall not be penalized as a result of their assertion of their rights under the D.C. Human Rights Act or providing truthful information in connection with an investigation (whether on behalf of a complainant or a respondent). Retaliatory behavior may include, but is not limited to, unwarranted reprimands, unfairly downgrading personnel evaluations, transfers to less desirable positions, verbal, or physical abuse, and altered and more inconvenient work schedules. Employees found to have engaged in retaliatory behavior shall be recommended for appropriate disciplinary action, up to and including termination.

B. Process for Alleging Retaliation

Claims of retaliation are generally beyond the scope of the investigatory authority of agency SHOs because SHOs may not be trained in assessing the legality or validity of managerial decisions such as evaluations and assignments and investigations into retaliation would be difficult to conduct in the rapid timeframe set forth in this Order. Employees who believe they have been retaliated against must file a complaint with an EEO Counselor within one hundred and eighty (180) days of the alleged retaliation and subsequently file a complaint with OHR within fifteen (15) days of receipt of the Exit Letter if the employee is not satisfied with the outcome of EEO counseling.

VII. LIMITS

Lodging a complaint regarding sexual harassment does not shield an employee from all discipline or discharge. Agencies may discipline or separate a complainant if the agency is motivated by non-retaliatory and non-discriminatory reasons that would otherwise result in such discipline or separation.

VIII. CONFIDENTIALITY

A. Protecting confidentiality is critical to encouraging victims of sexual harassment to come forth and share their stories. It encourages witness cooperation and protects the reputations of those involved. For those reasons, SHO investigations should be kept confidential.

B. Confidentiality is not absolute. SHOs must disclose information to the alleged harasser for the alleged harasser to have a full and fair opportunity to respond. SHOs may have to disclose information to witnesses to gather more information from them. SHOs must keep agency General Counsels updated for reporting purposes and for investigation support purposes. SHOs also may have to disclose criminal conduct or threats to law enforcement. SHOs should not make pledges of total confidentiality.

C. Investigative reports are confidential, highly private, and deliberative and shall not be released without a court order. Neither the complainant nor the alleged harasser shall be provided with a copy of the investigative report.

D. SHOs, the agency, and MOLC shall take all reasonable steps to ensure that no information contained in the complaint file is disseminated except in furtherance of the investigation; for entry into E-risk or another risk management system; to assist in resolution of the allegations; as necessary for execution of any consequences stemming from the investigation; when lawfully released; or when required by court order.

IX. TIMELY FILING AND STATUTE OF LIMITATIONS

Complaints of sexual harassment shall be reported as promptly as possible. Agencies should investigate alleged acts of sexual harassment beyond the legal statute of limitations, or deadlines otherwise provided by regulation or collective bargaining agreement, taking into consideration the sensitive nature of the alleged offense, the pressure the complainant may have felt not to report the conduct, when the victim became aware of behavior that was not immediately apparent, or a pattern of harassing behavior that developed over time. Some remedies or sanctions may be unavailable due to delays in filing, but even delayed investigations may yield information to the agency in its ongoing efforts to prevent and remediate sexual harassment or may add to the credibility of similar, future allegations should a pattern emerge of allegations against a particular person or practice.

X. RECORDS

A. Agencies shall maintain records of complaints and investigations conducted for three (3) years from the date of the complaint.

B. For each fiscal year, each agency shall track how many complaints of sexual harassment were made by the agency's employees; were made about its agency employees by customers/clients of the agency; grantees or contractors of the agency, and how many complaints were made of sexual harassment of the agency's employees by customers/clients, grantees or contractors, or members of the public during the agency's duties.

C. In addition to the number of complaints, agencies shall track how many matters were investigated; were resolved by mediation; were substantiated; were deemed unsubstantiated; resulted in administrative or disciplinary action against one or more individuals determined to have violated this Order or sexually harassed the complainant; have resulted in legal action; have resulted in a settlement (including the amount of any financial settlement); and how many are pending. Pursuant to the Sexual Harassment Data Collection Act, annual fiscal year data required to be produced under D.C. Official Code § 1-546.02 shall be transmitted to the Office of Human Rights on or before October 15 of each year.

D. Centralized reporting, however, should be ongoing, and agencies are directed to submit such interim, monthly, or quarterly reports as may be requested by DCHR, the MOLC, OHR, or the Sexual Harassment Task Force, and to enter incidents into E-Risk as directed.

E. Any warnings to an employee(s) to halt a particular type of behavior – whether generally or as to a particular employee(s) – shall be recorded and transmitted to the agency's human resource office and to the Mayor's Office of Legal Counsel. In the context of addressing complaints of sexual harassment, any other interventions made for an employee, customer/client, grantee or contractor shall also be recorded, whether or not they arose from an informal counseling session, a complaint of sexual harassment, a complaint regarding behavior in a dating, romantic, or sexual relationship, anonymous report, or any other means.

XI. CONCURRENT REMEDIES AND JURISDICTION

A. Non-Exclusivity of Remedies

This policy is intended to supplement or be an alternative to other processes that allow persons to complain of sexual harassment. The procedures established by this Order are separate and distinct from other options persons with grievances relating to sexual harassment may have, through the Office of Human Rights, the Equal Employment Opportunity Commission, any grievance procedure available under their collective bargaining agreement, ethics complaint and investigation processes administered by the Board of Ethics and Government Accountability, or any other statutory or regulatory complaint process. Filing a complaint under this Order does not stay or delay any filing deadlines in any other forum.

B. Filing a Formal Complaint with the Office of Human Rights

In addition to pursuing action within the agency, an alleged victim of sexual harassment, or a person acting on the victim's behalf with or without the victim's consent, may report a sexual harassment claim within one year of the alleged harassment or its discovery to OHR using its Intake Questionnaire Form. EEO counseling is not required prior to the filing of a complaint with OHR.

C. Filing a Complaint with the Equal Employment Opportunity Commission

Some complaints may fall within the jurisdiction of the federal Equal Employment Opportunity Commission.

D. Relationship and Remedies under Negotiated Grievance Claims

Filing a report or complaint under this policy does not satisfy the requirements for filing a negotiated grievance and obtaining remedies under a collective bargaining agreement, nor does the complaint under this Order delay the

time limits for initiating such a procedure. To pursue a negotiated grievance claim, the employee should file a grievance in accordance with the provisions of the applicable collective bargaining agreement.

E. Criminal Remedies and Referrals

1. Where there is an allegation of criminal misconduct, including for example, sexual assault, kidnapping, stalking, or a threat to do bodily harm, the agency may, after consulting its General Counsel, place the victim and/or the alleged harasser on administrative leave with pay pending final administrative resolution of the complaint or any criminal proceeding.

2. The complainant at his or her choice may report the alleged criminal violation to a law enforcement agency, including the Metropolitan Police Department ("MPD"). Where a criminal violation occurred, the agency shall recommend discipline of the perpetrator up to, and including, termination.

3. While it is generally the alleged victim's decision to report sexual harassment offenses for possible criminal prosecution, if during an investigation the agency uncovers evidence of ongoing crimes (such as sexual extortion of beneficiaries of government services) or criminal activity collateral to or extending beyond the reported allegations of sexual harassment, such as gun-related offenses, the agency shall notify law enforcement.

F. Crime Victim Hotline

The agency shall also remind complainants of sexual assault or other possible crimes of the existence of the DC Victim Hotline. The hotline, 1-844-443-5732, is available 24/7 by telephone, text, or online chat to seamlessly connect victims of crime to free resources to help them navigate the physical, financial, legal, and emotional repercussions of crime. Through the hotline, victims may be matched with an advocate who can help them decide whether to pursue a matter through the criminal justice process.

G. Courts of Law

This Mayor's Order is directed towards preventing and remedying sexual harassment in District Government operations and it does not preclude complainants from obtaining counsel and pursuing any remedies they may have in courts of law. The options discussed in this Order do not constitute legal advice; deadlines for filing, procedures, and substantive offenses or remedies may change over time.

XII. APPLICABILITY OF PERSONNEL RULES

Any proposed personnel action instituted under this Order is subject to the regulations set forth in the District of Columbia Personnel Manual at Title 6B of the District of Columbia Municipal Regulations.

XIII. SEXUAL HARASSMENT TASK FORCE

A. There is hereby established the Sexual Harassment Task Force as an internal task force comprised of representatives of the Office of Human Rights, the Mayor's Office of General Counsel, the Department of Human Resources, the Assistant City Administrator, and the Mayor's Office of Legal Counsel, as designated by the head of each office, and such other individuals as these members may invite to serve as additional members of the task force. The task force shall meet from time to time to develop and advise on trainings, make recommendations about needed policies, review draft regulations, and otherwise take action or recommend measures to fulfill the intent of this Order: including to reduce the incidence of sexual harassment, train employees on what to do when faced with inappropriate workplace conduct, including harassment, and provide additional, effective procedures for addressing inappropriate conduct of a sexual nature. The task force may invite experts and other individuals to participate in the meetings and deliberations of the task force.

B. The Sexual Harassment Task Force shall, no later than May 1, 2024, make recommendations in the following areas and shall provide such recommendations to the appropriate agencies with authority to carry out the

recommendations or make final decisions regarding them. The recommendations need not be in the form of a report and may remain deliberative discussion items until finalized and accepted:

1. Communications to District Government employees about the District's sexual harassment policies;

2. Updates to required trainings for SHOs and agency General Counsels;

3. Recommendations for building a workplace free from sexual harassment;

4. Any recommended adjustments to prohibitions and disclosures regarding dating, romantic, and sexual relationships; and

5. The performance and progress by the agencies named in this Order in completing the responsibilities assigned to them.

XIV. SUPERSESSION

This Order supersedes Mayor's Order 2017-313 and any other provision of a previous Mayor's Order or practice pursuant to that Mayor's Order, to the extent of any inconsistency.

XV. EFFECTIVE DATE: This Order shall become effective November 10, 2023.

_____

MURIEL BOWSER

MAYOR

ATTEST: _____

KIMBERLY A. BASSETT

SECRETARY OF STATE OF THE DISTRICT OF COLUMBIA

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Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director		3/17/25
2. Chris Earley, Deputy Director		3/13/25
3. Julia Wiley, General Counsel		3/13/25
4. Bill Winston, Associate Director of Community Services		3/13/25
5. Ernest Merchant, Program Analyst		
6.		

SUBJECT:

Director's Comments:

Action							
APPROVAL ☒	CIRCULATE ☐	CORRECTION ☐	FILE ☐	FYI ☐	INVITATION ☐	MEETING ☐	SIGNATURE ☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Latino Economic Development Corporation of Washington DC- NBAP FY25

Housing Services $533,333.00 Grant 2025-05

Originating Office

FROM:E. Merchant	TELEPHONE NUMBER:
DATE:3/13/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE: OFFICE OF THE DIRECTO MAR 17 '25 PM2:40

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

MAR 17 2025

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Ernest Merchant
Program Analyst

Date: March 13, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Latino Economic Development Corporation**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$533,333.00**
ATTACHMENTS:	**FY25 Grant Agreement #2025-05** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

DISTRICT OF COLUMBIA.

COMMUNITY SERVICES
HOUSING COUNSELING SERVICES

GRANT AGREEMENT

BY AND BETWEEN
THE DISTRICT OF COLUMBIA
AND

LATINO ECONOMIC DEVELOPMENT CORPORATION OF WASHINGTON, D C

This Grant Agreement ("Grant" or "Agreement"), is made effective as of March 13th, 2025, ("Effective Date"), by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the D.C. Department of Housing and Community Development (hereinafter referred to as "Department," "DHCD" or "Grantor") and Latino Economic Dev Corp, a District of Columbia non-profit corporation Grantee [DUNS No. Unique Entity Identifier (UEI) TMC6R8ADXEJ5] (hereinafter referred to as "Grantee") with its principal place of business at 1401 Columbia Rd NW Washington DC 20009. Grantor and Grantee shall be collectively referred to herein as the "Parties."

RECITALS

1. The Department with offices at 1909 Martin Luther King Jr Avenue SE, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975, D.C. Official Code§ 6-1001 *et seq.*, and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Department is authorized to fund community based non-profit organizations that provide housing counseling services for low- and moderate-income persons.

3. On June 7, 2024, the Department published a Notice of Funding Availability ("NOFA") in the D.C. Register, which announced the forthcoming issuance of the Fiscal Year

("FY") 2025 Request for Applications ("RFA") for the Neighborhood-Based Activities Housing Counseling Services Program ("HCSP"). The RFA was issued on June 21, 2024, that solicited applicants to provide services to District of Columbia ("District") residents as a part of the Department's HCSP. HCSP includes Public Services ("PS"), and Non-Public Services ("NPS") as defined in Section I herein. U.S. Department of Housing and Urban Development ("HUD") approved counseling agencies employing one or more certified HUD counselors are eligible to provide both PS and NPS services, while organizations which do not have HUD approval status may provide PS services only. The RFA included an opportunity for applicants to provide one or more of seventeen (17) services listed in the RFA. These services include HUD-approved counseling in keeping with 24 CFR 5.100 and related Federal regulations (in 2 CFR Part 200, and 24 CFR Part 214) as well as services related to local DC programs which are administered by the Department. The RFA and the requirements set forth therein are also incorporated by reference herein.

4. The Grantee's RFA application demonstrates that its organization possesses project management, and organizational and administrative capacity to successfully perform as a nonprofit grant subrecipient under the Department's HCSP, and accordingly DHCD has determined to award a grant to the Grantee in FY 2025 ("25" or "2025").

5. The Grantor proposes to fund HCSP grant activities in FY 2025 from its allocation of Community Development Block Grant ("CDBG") funds authorized by Title I of the U.S. Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), 24 CFR Part 570.

6. As a condition precedent to disbursement of the Grant proceeds to Grantee for the sole and exclusive purposes described in Exhibit A (which includes the "Statement of Work" and the approved "Workplan", both attached hereto and made a part hereof), the Department requires that Grantee enter into this Agreement setting forth the terms and conditions of the Grant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are hereby incorporated by reference and made a part hereof.

Section I. Definitions.

A. As used herein, the following terms shall have the meanings indicated:

a) **Fiscal Year**: All references to Fiscal Year(s) ("FY") herein refer to the District Government fiscal year which is October 1st to September 30th
b) **Neighborhood Revitalization Strategy Area** ("NRSA") refers to the HUD approved areas of Wards 7 and 8 which have been designated as strategic areas for revitalization. Services to Ward 7 and Ward 8 regardless of whether Public Service or Non-Public Service, attributed to the NRSA.
c) **Non-Public Services** refers to 24 CFR 5.100 counseling services provided to clients in connection with the purchase of a specific home. All other 24 CFR 5.100 counseling is Public Service.
d) **Public Services** refers to all other services and may include group training and/or one on one counseling.
e) **Performance Periods**: The Performance Period is defined as the start date and end date for which Grant funds are awarded to execute an approved Workplan and Statement of Work in keeping with the RFA for FY 2025. (See Section IV below.)

Section II. Exhibits.

The Exhibits listed below and the terms and conditions of the same are incorporated herein and made a part of this Agreement.

A. Services to be Provided
- Statement of Work
- Section 3 from the FY 25 RFA: Services
- Workplan as approved by the Grantor

B. Budget
- Schedules A (3-1) and A (3-2) for the First Performance Period

C. Required Reporting Forms
- Monthly Performance Report on group trainings/orientations/workshops and one on one counseling (in connection with the Statement of Work and Workplan), as well as reports on DHCD certificates issued, outreach and marketing activities, and upcoming group trainings.
- Quarterly Beneficiary Data and Demographics for each of the following (a) PS, (b) NPS, and (c) NRSA activities.
- Quarterly Language Access Report (Optional)

- Quarterly Banking Report (as applicable)
- Quarterly Procurement Report (as applicable)
- Quarterly Submission of Minutes of Board of Directors Meetings

D Method to determine Client Eligibility for Services
E Budget Modification Form
F Drug Free Workplace Certification
G Service Area Eligibility
H Insurance Requirements
I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Section III. Grant Award

A. The Department shall make a Grant of the District's CDBG Entitlement Grant Federal Award No: B-24-MC-11-0001 ("CDBG Federal Award") to Grantee in an amount not to exceed Five Hundred Thirty Three Thousand Three Hudred Thirty-Three Dollars and No Cents ($533,333.00) (the "Grant") and is allocated as follows:

Sources and Uses of Funds:

Public Service ("PS") [CDBG EN]	$ 233,542.00
Non-Public Service ("NPS") [CDBG EN]	$ 67,000.00
NRSAs Ward 7 and Ward 8 [CDBG EN]	$ 232,791.00
TOTAL CDBG [EN]	$ 533,333.00

Notwithstanding the source of funds designated above, the Grantor reserves the right to provide funding from another source(s). In all instances, applicable Federal and District laws and regulations shall apply regardless of the funding source. The Grant award shall be used to fund a range of services which HUD has defined as Housing Counseling Services: Public Services and Non-Public Services by a HUD Approved Counseling Agency ("HCA").

The specific Grant activities are described in Exhibit A (attached hereto) which includes
(a) the Statement of Work,
(b) Lines of Services - Section 3.2 of the Request for Applications (RFA), and
(c) The approved Workplan

(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

C. The Grant services will benefit low-and-moderate income persons living in the District of Columbia. In keeping with recent Presidential Executive Orders, Grantees should only use grant funds for US citizens and should maintain such documentation to prove citizenship.[21]

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as Exhibit B. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.

D. The Catalog of Federal Domestic Assistance ("CFDA") number is 14.218.

E. The Uniform Administrative Requirements for Federal Grants are applicable to this grant award and are available online at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1. Also, the Grantee must comply with the Community Development Block Grants regulations 24 CFR part 570 that govern this award and other related HUD regulations, which are incorporated herein by reference.

Section IV. Grant Term and Periods of Performance

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2025. During this term, there are two Performance Periods. The First Performance Period is the Effective Date to September 30, 2025. The Second Performance Period is October 1, 2025, to December 31, 2025.

Funding for each Performance Period is in the sole discretion of the Grantor and requires meeting all due diligence requirements prior to award.

[21] Examples of such document may include copies of unexpired state issued Real ID identification or driver's license, unexpired US passport or US passport card, active duty Military ID, current Green Card or Naturalization documents with state issued photographic identification.

The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of Grant funds or other Grant assets.

Section V. Statement of Work/CDBG Eligible Activities/Eligible Costs/Business Operations

A. CDBG Eligible Activities

1. Grantee shall use the CDBG Grant proceeds solely to fund Grantor-approved service activities that are intended to provide services and empower low- and moderate- income persons in the District of Columbia to make informed housing choices and achieve their housing goals, whether it's finding affordable rental housing, purchasing a home or obtaining financial assistance for critical home repairs.

The best way to provide this critical information to a client in order to assist them in their decision-making process is to adhere to 24 CFR 5.100[22] [in which a HUD certified counselor conducts (1) intake (2) financial and housing affordability analysis with affordability calculation (3) an action plan and (4) follow-up counseling to implement the action plan and achieve its stated goals].

The Grant services to be provided are described in Exhibit A. This description includes the major tasks, activities and project deliverables to be provided under this Grant. The Grantor reserves the right to alter or change the District of Columbia program requirements including eligibility, services provided, service methodology, service delivery and program goals during the performance period.

The proposed Grant activities are CDBG eligible activities pursuant to 24 CFR 570.201(e).

2. Grantee shall sponsor outreach events that inform the community about the Grant activities and participate in other community events as requested by Grantor.

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[22] 24 CRF 5.100: "Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling."

3. The Grantee must retain records which demonstrate that each activity funded under this Grant is CDBG eligible and document the amount of CDBG funds expended for each activity. This includes the activity itself, the outcomes, and the records concerning beneficiaries in keeping with subsection (B)(2) below receiving services. Any authorizations needed together with beneficiary statistical information should be obtained by the Grantee during intake or registration. HUD does not grant exceptions or authorize the District to make exceptions to this requirement.

B. CDBG National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention of slums or blight; 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. The Grantee certifies that the CDBG-assisted activities to be carried out under this Agreement will meet the National Objective of primarily benefiting low- and moderate-income persons (limited clientele activities) in accordance with Federal and District Requirements. The minimum threshold requires that at least 51% of the households served with CDBG funding must be low- and moderate-income households; provided however, that a Grantee whose application claimed additional scoring points for agreeing to provide Grant services to more than 51% low- and moderate-income beneficiaries, must adhere to the percentage they elected in their application.[23]

In accordance with the Grantee's election in their Application for a grant award and for receiving additional points in scoring, the Grantee has agreed to exceed the minimum requirement and to serve at least 90% low- and moderate-income beneficiaries.

Note: This percentage cannot be decreased as it was used for scoring in a competitive round of funding.

4. The Grantee shall disclose to any client that services are provided free of charge by a Grant funded by DHCD using Federal funds and therefore the Grantee has certain reporting

[23] In responding to the RFA published June 21, 2024, applicants were given the opportunity to receive additional points in scoring for committing to exceed the CDBG minimum threshold to either a 75% minimum or a 90% minimum.

requirements in order to provide the Grant services free of charge. The Grantee shall use appropriate forms to obtain a client authorization, as required, to comply with the terms of this Agreement and to meet HUD reporting requirements,

C. Staffing

Where HUD requires services are to be provided by a Certified HUD Housing Counselor, the Grantee shall comply with that requirement and not permit services reserved to HUD certified counselors to be provided by others.

To the extent applicable, Grantee agrees to secure the services of qualified personnel that are licensed and bonded in the District of Columbia to perform the CDBG Federal Award activities and services listed in Exhibit A.

Any changes in personnel or their general Grant responsibilities as set forth in Exhibit A are subject to the prior written approval of DHCD. In this regard, it is essential that the Grantee immediately report terminations and proposed new hires to the Grantor.

D. Business Operations

1. Grantee shall observe business hours of operation onsite in their service location(s) that align with District Government hours of operation specifically Monday through Friday 9:00 am to 4:30 pm (DC holidays excepted)[24] and shall ensure that sufficient staff are on site at Grantee's place of business to carry out Grant services.

2. During the hours of operations, Grantee shall have live answered telephones for incoming calls. If the Grantee's phone system utilizes an auto-attendant function or voicemail, announced option to the caller must include an option to press a certain key (such as "0" for an Operator) to be connected to a staff person in real time who can answer and field questions, redirect a caller to a staff person who can address a caller's inquiries, or provide registration information. DHCD and other DC agencies such as the Office of the Attorney General may check Grantee's compliance with this requirement from time-to-time.

[24] DC Holidays include New Year's Day, Dr. Martin Luther King, Jr. Holiday, Washington's Birthday, DC Emancipation Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Day.

E. Grantee may offer clients virtual appointments as well as virtual group informational or educational activities, but Grantee shall also provide clients an option for in-person services (including both in-person one on one appointments as well as some in-person group informational or educational activities.) The Grantee shall not refuse in-person services to DC residents.

F. Housing Resource Center (HRC) and Late Night Hours: As required by the RFA, "Applicants selected for the award shall participate (in a regular rotation) in staffing onsite at the Department's Housing Resource Center (HRC). The HRC provides services to DC residents by appointment and walk-ins." The HRC is located in the Grantor's offices at 1909 Martin Luther King Jr Av SE. The HRC coordinator, in conjunction with the Associate Director for Community Services, will develop a schedule in consultation with Grant subrecipients for staffing the HRC on a rotating basis on weekdays.

RFA applicants were awarded additional points in their score by committing to "Extended Office Hours." The options included providing office hours until 7:00 pm at least one (1) day a week in their office location and/or until 7:00 pm at least two (2) days a month in the HRC.

In accordance with the Grantee's selection in their Application for grant award and funding, the Grantee has committed to serve Extended Office Hours Extended Office Hours until 7:00 pm one (1) day a week in their office and one (1) day in the HRC.

Section VI. Disbursement/Required Support Documentation

A. <u>Reasonable, Allowable, Necessary, Allocable</u>

1. Grantee may request reimbursement for actual expenses incurred to provide services and as described in the Grant Budget (A 3-1 and A 3-2). Requests must meet all four criteria: reasonable, necessary, allowable, and allocable. (2 CFR 200.305)
   a. ***Allowable costs.*** Reimbursements are limited to the expenses directly related to activities supported by the grant activities and are subject to the regulations of the Federal and District Governments. Expenses related to activities should be necessary, reasonable, allowable and allocable.
   b. ***Limitations on allowable costs.*** A grantee may not use an indirect cost rate to determine allowable costs under its grant.
   c. **Some *Unallowable costs.*** Expenses that are not allowable include (but are not limited to) sales tax, late fees, debts, tips & gratuities, food, alcohol, controlled substances, cash reserves or investments, money given to individuals (including

donations, grants or loans), contributions to organizations, costs of fundraising, fund development, grant writing, advocacy, lobbying, and purchase of goods or services for personal use or benefit.

2. In addition, Grantee must demonstrate to the reasonable satisfaction of the Grantor that Grant performance milestones have been achieved. All requests for payment of eligible expenses shall be associated with the budget line items specified in Exhibit B (Budget Schedule A (3-1), estimated cost invoices and satisfactory Grant performance.

3. Grantees may not be reimbursed for expenses paid through Cash app or other similar peer-to-peer payment platforms, since such platforms create issues for recordkeeping, auditability, and compliance with grant regulations.

4. The Grantee shall not supplant funds or seek reimbursement for expenses that may be reimbursed by another grant (Federal, District, or private) either prior to or subsequent to reimbursement by the Grantor.

5. The Grantee must have the capacity for bookkeeping and accounting services required to track Grant expenses and create payment requests in keeping with Federal and District requirements, either on staff or by a third-party contractor.

6. The Grantee shall create and submit payment requests in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the Grantee to create and submit invoices by selecting the applicable purchase order number which is listed on the Grantee's profile.

7. All Grantees must be registered in the portal prior to invoice submission. The vendor portal website is **https://cfo.dc.gov./supplier_portal**. Please log onto the portal for further details and instructions. Questions can be submitted to **suppliers@dc.gov**.

B. Form of Submission of Payment Requests

1. The cover sheet to the reimbursement package must be the 30A Form of the Department [RCSD DHCD 306A Revised October 2024]. No other cover sheet is needed. This form should contain the Purchase Order Number, the IDIS Number, and the Partial Payment Number in accordance with Department's guidelines.

Payments requests are contingent upon certification by the Grantee in the following form as contained on the 306A (RCSD DHCD 306A Revised October 2024). The Certification is to be made by the chief executive officer, or the chief financial officer or the chief operations officer if the Governing Board has authorized this officer to act on behalf of the board to sign.

"I certify that all items, quantities and prices of work and material shown in the requisition are correct to the best of my knowledge and belief. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information , or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812." (2 CFR 200.415)

2. Page 2 and Page 3 shall be the Reimbursement Request A 3-1 and A 3-2.

3. Page 4 shall be the Invoice Cover Sheet with:
   a. A unique identifier (e.g. a row number or brief alphanumeric code) shall be assigned by the Grantee to non-personnel invoices and with the same unique identifier marked on each and every supporting document (e.g. receipt, proof of payment, cancelled checks, contracts, scopes of works, services rendered, vendor statement or document, Grantee's notes) submitted. The unique identifier shall be listed on the invoice cover sheet.
   b. Vendor's name
   c. Remittance address
   d. Invoice number
   e. Invoice date
   f. Contract number (also known as Grant Number)
   g. Purchase order number (if any)
   h. Invoice Amount
   i. The Amount which the Grantee is requesting reimbursement
   j. Quantity of goods/services delivered. Deliverables. Shipping and payment terms
   k. Other substantiating documentation that justifies and supports the payment request.

4. Page 4 and subsequent pages as needed shall include the supporting documents for the reimbursement request including signed timesheets, payroll reports, invoices from vendors marked as described above. (See Section E below.)

C. HUD Related Requirements

1. Federal regulations require that reimbursement under the Grant is tied to (a) beneficiary data reporting and (b) program performance. Failure to meet reporting deadlines for performance and/or beneficiary service data will suspend temporarily the processing of Grantee payment requests. Staff unavailability does not waive the requirement to meet reporting deadlines, and Grantee shall ensure that adequate staff are trained or cross-trained to prepare and submit reports timely.

2. The Grantee should be aware that HUD maintains an *Integrated Disbursement and Information System* ("IDIS"), a database in which the Grantor must make reports during the performance period on each Grantee's account. HUD flags subrecipient accounts when reporting is not provided by a deadline. Such a flag shall constitute a default. Multiple flags or failure to meet the conditions for HUD to remove a flag may result in suspension or termination in keeping with Section XII (C) of this Agreement.

D. Schedule for Submission of Reimbursement Requests

1. Requests for reimbursement shall be submitted in a timely manner by the date due. Failure to meet a deadline shall constitute a default.

2. On the 10th day of each month, the Reimbursement Request shall be for the prior month; provided however, the September reimbursement request must be submitted earlier in October on the date specified by the Office of the Chief Financial Officer of the District of Columbia, which is usually between the 5th and 7th day of October. *(Grantee may wish to use other funding sources for the late September payroll to facilitate meeting the deadlines.)*

3. In order to close-out the grant by September 30th, the October request should be the only request submitted in September.

4. The monthly schedule for submission is as follows:

Month	Due Date
March	April 10th
April	May 10th
May	June 10th
June	July 10th
July	August 10th
August	September 10th
September	October 5th or 7th as specified by the DC CFO
October	November 10th
November	December 10th
December	January 10th
January	February10th
February	March 10th

5. As applicable, expenses incurred pursuant to a project commitment in IDIS that has been approved by the Grantor and are otherwise eligible for reimbursement at the Grantor's sole discretion, may be reimbursed, regardless of when those expenses were incurred.

E. Source Documentation

1. All costs and obligations incurred under this Grant Agreement must be supported by source documentation (e.g. invoices, receipts, contracts, canceled checks, etc.). Documentation may also include approved time distribution sheets and certified payroll reports for employees and contracts.

2. The Grantee must satisfy all documentary requirements to the reasonable satisfaction of the Grantor prior to the disbursement of Grant funds.

F. Requirements Applicable to Disbursed Funds/No Escrow

1. Grantee shall not escrow Grant funds. However, nothing shall prohibit the Grantee from supplementing funding for these activities from other sources including other grants, funders or donors.

2. Any cash advances disbursed pursuant to this Agreement must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate

cash requirements of the Grantee in carrying out the purpose of the Grant. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct Grant program or project costs and the proportionate share of any allowable indirect costs.

3. If at any time it is determined that more Grant funds are disbursed to Grantee than what was required by the Grantee's immediate disbursement needs, Grantee shall immediately return to Grantor the excess funds.

4. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations or fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee.

G. The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect cost rate, as further described in Section (C)(4) and Section (C)(5) (Reporting Requirements) below.

H. In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant proceeds within three (3) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant proceeds, unless another date shall be agreed to be the parties in writing. The Grantor reserves the right to recover such losses by any legal remedy available.

Section VII. Budget Modifications

A. Any amendments to the budget (change in the amounts specified in the individual cost categories set forth in Exhibit B). may be approved by the Grant Administrator, so long as the total amount of the budget is not exceeded.

B. Any increase in the total Grant amount must be approved by the Director of the Department. If the change is made at the request of the Grantee, the request shall be in writing dated and shall be submitted on a Budget Modification Form, attached hereto as Exhibit E.

1. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and dated using the appropriate excel format or the appropriate online portal if available.

2. The Grantee shall make modification requests by June 1st, to allow sufficient time for processing prior to the start of the fourth quarter of the fiscal year. No more than two modifications may be required in the performance period. Requests for modification to the budget shall not be approved after June 1, 2025, except for extenuating circumstances specified in writing, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion.

3. The Department will not approve reprogramming of personnel funds for positions not filled in compliance with this Agreement and Grantee's personnel policies submitted to Grantor. If at any time DHCD requires a more detailed budget breakdown than the one contained herein, the Grantee shall provide such supplemental budget information in a timely fashion and in the form and content prescribed by DHCD.

Section VIII. Conditions Precedent to Grant Closing and Grant Disbursement

Grant closing shall mean the date on which Grantee has satisfied all conditions precedent to execution to the satisfaction of the Grantor, at which time both parties have executed and delivered the Grant Agreement. No Grant proceeds shall be disbursed prior to Grant closing.

The following conditions must be met prior to Grant closing:

A. Eligibility Determination. Determination by the Grantor that Grantee's proposed Grant activities meet eligibility and national objective requirements specified by the CDBG Program regulations at 24 CFR §§ 570.200 through 570.209. Grantor has determined that the proposed Grant activities are eligible for CDBG Program funding pursuant to 24 CFR 570.201(e) (provide housing counseling services to low- to moderate-income households).

B. Environmental Clearance. Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historic preservation reviews, and HUD has issued an approval of the release of funds.

C. Due Diligence Submissions. The following items must be delivered to DHCD for approval prior to Grant execution and Grant closing:

1. Articles of Incorporation, organizational by-laws and certification of nonprofit status.
2. Board/Corporate Resolution, memorializing
   a. the Grantee's intent to enter into this Agreement
   b. identifying the total Grant amount of the award
   c. identifying the Grant Number
   d. identifying the funding source(s) of the award, and
   e. identifying the authorized person by name and title who is authorized to sign on behalf of the corporation to enter into this Agreement.
3. Certificate of Good Standing
   a. issued by the DC Department of Licensing and Consumer Protection (DLCP)
   b. certified within 6 months of the Effective Date of this Agreement.
4. Certificate of Clean Hands
   a. issued by the DC Office of Tax and Revenue (OTR)
   b. certified within 90 days of this Agreement.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia to carry out the Grant activities.
6. Evidence that Grantee has obtained insurance, as provided in Exhibit H. If the renewal period for any insurance requirement occurs during the Grant performance period, the Grantee is required to submit to the Grantor evidence (Certificate Of Insurance) of insurance renewal to cover the remaining Grant performance period.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Effective Date.
8. An Affirmative Action Plan ("AAP") must be submitted by the Grantee for review and approval by the District prior to Grant execution and the disbursement of any Grant proceeds. The AAP shall be in a form to be determined by the District and must detail the Grantee's efforts to comply with the District's goals for achieving equal employment in District government contracts and set forth specific standards for the utilization of minorities in all job categories, as required by Mayor's Order 85-85 and District law.
9. Drug-free Workplace Certification (Exhibit F).
10. Debarment affidavit and verification confirming that Grantee is not debarred or suspended or otherwise excluded from or ineligible for participation in federal or District assistance programs under Executive Order 12549 or District law.

D. Opinion of Counsel. Grantee shall submit a written opinion of the Grantee's attorney, which states that the attorney has read the Grant documents and that the Grantee:

- Is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary.
- Has the full authority and legal right to carry out the terms of this Grant Agreement and all documentation required hereunder to be executed by Grantee; and
- Has taken all actions to authorize the execution, delivery and performance of this Grant Agreement and any documents required to be executed in connection with the Grant according to their respective terms

The Opinion shall further state that none of the aforesaid actions, undertakings or agreements violate any restriction, term, condition or provision of the Grantee's organizational documents or any contract or agreement to which Grantee is a party or by which it is bound. The Opinion must identify the Grant Agreement by name and Grant number, and the counsel must specifically identify the documents upon which the Opinion is based.

E. Current on District Obligations. Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant, including all local taxes and charges affecting Grantee's business.

F. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Proceeds, including, but not limited to the Council of the District of Columbia and the Chief Financial Officer of the District of Columbia.

G. Clearance Approval issued by the DHCD Office of Program Monitoring.

Section IX. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. The Grantee shall cure all report deficiencies identified by the Department and resubmit for approval by the Grantor within 14 calendar days of the notification. The requirements of monthly and quarterly reports [VII.(A) and (B) are in Exhibit C.]

A. Monthly Reporting

Monthly Performance Reporting. The Grantee shall use the online reporting portal provided by the Grantor and shall provide a complete performance report by the 10th day of each month reporting on Grant activities, accomplishments and performance of the prior month. Failure to submit the report by the tenth day of the month following the end of each

month shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

B. Quarterly Reporting

On the 10th day of January, April, July, and October, the following quarterly reports for the previous three months shall be due and provided by the Grantee in the form and method required by Grantor:

1. Quarterly Report on **Beneficiary Data and Demographics** (separate reports for PS, NPS and NRSA).

2. **Banking Report** (as applicable)

3. **Non-expendable Equipment Inventory Report** (as applicable) (the purchase or lease of non-expandable equipment). The purchase of all computer equipment must have prior approval from the Department.

4. **Procurement Report** (as applicable).

5. Copies of the **Minutes of the Board of Directors** meetings, which took place during the previous quarter; and

6. **Language Access Report** (optional) – If services are provided in languages other than English, we encourage a language access report to be made.

Failure to submit any or all Quarterly Reports by the tenth day of the month following the end of a quarter shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

C. Additional Report Requirements

The following reports are due to the Department within the timeframes indicated below. If these documents were previously submitted, they must be updated and resubmitted.

1. Fringe Benefits Report

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects funded from the proceeds of this Grant shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefits rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the change. The report shall be submitted to DHCD within fifteen (15) days of Grant execution.

The fringe benefits rate for any personnel costs funded by this Grant shall not exceed 20% of the base salary rate indicated in Schedule A Form A (3-2) of the budget (Exhibit B).

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to the date of the Offer Letter.

All personnel costs approved under this Grant Agreement must be filled within ninety (90) days of Grant execution or within ninety (90) days of the vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than ninety (90) days, whether intermittent or consecutive, at any time during the Grant period may result in the loss of funds for the position.

Grantee must submit transcripts of training or continuing education for individual staff and counselors to the Grantor.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with CDBG funds, in accordance with the requirements specified in 2 CFR Part 200 (Exhibit D). The property inventory list must include, at a minimum, a short

description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

a. The Grantee shall submit a budget and Cost Allocation Plan showing its direct and indirect costs and the allocation of such costs to the Grantee's activities, including the administration of the activities and services provided under this Agreement. The plan must show all allowable and unallowable costs and how such costs are included in the direct and indirect costs in accordance with 2 CFR Part 200.

b. A current Cost Allocation Plan must be submitted no later than thirty (30) days following Grant execution.

c. The Cost Allocation Plan must include all sources of funding for the Grantee, including this, Grant and to which program/cost centers each source has been applied using the Grantee's chart of accounts (referencing individual budgetary line items).

The Grantee must provide:

i. the total amount of funding from each funding source,
ii. the total staff employed by the Grantee, regardless of funding source, staff allocation per grant/program and the estimated percentage of time spent per grant program.

d. As required by HUD, the Cost Allocation Plan is subject to approval by the Grantor. The Grantee shall cure any defects or omissions in the Cost Allocation Plan within 60 calendar days of the notice to cure.

e. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. The waiver request must detail the reasons for the waiver request and include a copy of the relevant audited financial statements.

f. Claims for reimbursement of documented Grant expenses shall comply with 2 CFR Part 200 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.

5. Indirect Cost Rates

a. Grantees may request reimbursement for indirect costs based on their Cost Allocation Plan. The Cost of Allocation Plan must be reviewed and approved by the Grantor. The Grantee is required to keep records of the expenses charged to the Indirect Cost Rate for monitoring and close-out.

Grantees with Indirect Cost Rates are required to use their indirect cost rate. Grantees with provisional rates must demonstrate the rate is not expired or that it is currently used by a Federal Agency in awarding Federal funds to the Grantee during the current Fiscal Year. Other Grantees may use the Federal *de minimis rate* of 15%. In either case (*De Minimis rate* or Federally Approved rate), Grantee shall maintain records (available during monitoring, or close-out or upon request) indicating which costs in the cost allocation plan and the dollar amount have been attributed to the Indirect Cost.)

Indirect cost rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with supporting documentation. DHCD will not make adjustments to indirect cost rates after June 1st.

The Grantor does not issue or award Indirect Cost Rates.

Grantees who wish to obtain a Federally authorized Indirect Cost Rate are encouraged to contact the "Cognizant Agency" which is the US Department of Health and Human Services.

b. For all personnel costs funded under this Agreement, Grantee must maintain documentation for use of indirect cost funding and provide the same when requested for verification of expenditures in keeping with the approved cost allocation plan, including, but not limited to cancelled checks, employee signed and supervisory approved employee time sheets, invoices and bank records.

c. Expenses charged to an indirect cost rate must be accompanied by and cross-referenced to and reconciled with an independent audited financial statement, which accounts for all (grant funded and non-grant funded) activities by the Grantee during the fiscal year in which the indirect cost rate is based.

6. Organizational Audit

Grantee must submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year.

Note to All Grantees: All Grantees must ensure their financial records are available for review or audit by appropriate officials of the Federal Government and the District Government.

7. Auditor's Management Letter.

Grantee shall submit an auditor's Management Letter to the Grantor at the time it submits the annual audit.

8. Procurement Policy. Accounting Policies and Procedures. and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution, the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of the Grant. These policies and procedures shall be in accordance with the requirements of 2 CFR Part 200. The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

If the Grantee has previously submitted these documents, and the documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a certified statement (the "Re-certification Letter") to the Grant Administrator indicating when the most current document was submitted to the District and certifying that no changes to these policies and procedures have since been made.

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D. Summary of Report Deliverables and Receipt Due Dates:

	Report	**Receipt Due Date**
1	Monthly Performance Report	No later than the 10th day of each month
2	Quarterly Beneficiary Data	No later than January 10th, April 10th, July 10th and October 10th – a separate report for each use: PS-NPS-NRSA
3	Language Access Report (Optional)	No later than January 10th, April 10th, July 10th and October 10th
4	Fringe Benefits Report	Within 15 days of Grant execution
5	New Hires/New Employees Information (Job Description & Resume) HUD certificate if certified counselor	10 Days prior to the Offer Letter of Employment being sent to the candidate
6	Notice of Vacant Position	Within 10 days following the vacancy
7	Non-expendable Equipment Report	Within 15 days of Grant execution and quarterly thereafter
8	Procurement Policies and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
9	Accounting Manual and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
10	Cost Allocation Plan (based on and tied to the most recent audit)	Within 30 days of Grant execution
12	Independent Financial Audit	Within 90 Days of the Close of the Grantee's Fiscal Year

	Report	Receipt Due Date
13	Single Audit Report (if applicable)	Within 30 Days of submission to the Federal Audit Clearinghouse
14	Auditor's Management Letter	Submitted with the submission of the Audit
15	Requests to revise Budgets and/or Workplans	Prior to the 1st day of June
16	Grantee's Close-Out Report (Section XV.) Inventory Report & Annual Report	Within 90 Days of the end of the Term of the Grant.
17	HUD 9902	Within 30 Days of Submission to HUD
18	HUD Monitoring Report	Within 30 Days of Receipt from HUD monitor or the HUD intermediary monitor.

Section X. Accounting/Audit Requirements

A. Accounting System

1. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in Exhibit B.

2. Accounting records should be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.

3. Any funds provided to the Grantee or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest-bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

Grantee shall submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year, contingent on the following:

1. Grantees receiving an aggregate of $1,000,000 or more from all funders in Federal funds must in accordance with Federal regulations obtain an independent audit (Single Audit Act of 1984 , Single Audit Amendments Act of 1996, and 2 CFR Part 200). A standard audit may be supplied pending the completion and submission of the Single Audit.

2. Grantees:
   (a) Required to be audited by any State or political subdivision(s) thereof (whether by statute or regulation) or
   (b) Who conduct an audit to submit to any government or private funder, or foundation or corporate funder or
   (c) Whose governing body or senior management obtains an audit,

   shall be required to submit that audit to the Grantor upon receipt of the same.

If the Grantee is not audited in accordance with (1) and (2) above, the following shall apply:

3. A Grantee whose corporate entity receives or expends less than $999,999 as reported to the Internal Revenue Service in the 990 Tax Return without amendments, deletions or summarized details must file with the Grantor a financial report prepared by an independent Certified Public Accountant and certified by the same that contains:
   - income statement or Statement of Activities,
   - balance sheet or Statement of Financial Position,
   - statement of Functional Expenses by program or cost centers such statement to break out separately the Grantor's funding by Grantor's program(s) separately from all programs or cost centers used.
   - statement of cash flows, and
   - independent review and certification of the financial statements including a review of the management's financial internal controls.

   In addition, the nonprofit organization must file a biennial audit that covers both years within a biennial period. See 2 CFR Part 200, Subpart F.

4. The Grantee shall fully clear any deficiencies noted in the audit reports within sixty (60) days after receipt by the Grantee.

5. . Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default of this Grant and may result in the withholding of future payments and/or debarment from participation in future Grants.

Section XI. Grant Administration

The Grant Administrator is:

William Winston
Associate Director for Community Services
DC Department of Housing and Community Development
1909 Martin Luther King Avenue SE, Room 304
Washington, D.C. 20020.

The telephone number is (771) 208-9628. All concerns regarding the technical implementation and interpretation of this Grant are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line-item changes and terms) where there is no dollar increase.

Section XII. Repayment of Grant Funds/Grant Performance Monitoring Default and Remedies

A. HUD Monitoring

The Grantee is subject to monitoring by HUD and agrees to provide all required information, data, records, files including client files, case notes, correspondence and emails, reports, beneficiary data, performance data, financial records, supporting documentation, to satisfy HUD monitoring. Notwithstanding the date of a finding by HUD, should HUD make a finding, the Grantee shall be responsible to cure the defect, and should HUD require repayment of Grant funds for any reason to the Federal Government, the Grantee shall be responsible for repayment in the amount specified by HUD. Repayment shall be made to the District of Columbia and by the District to the Federal authority in satisfaction of the HUD requirement. HUD monitoring is not confined to the performance period but extends through the record retention period provided in Section XV.

B. Grant Performance Evaluation

1. DHCD will monitor the performance of the Grantee to ensure that the goals and performance standards stated in the Statement of Work and Work Plan and RFA are being achieved according to schedule and within budget.

2. All records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. Grantee shall make timely submission of all information and/or records requested by DHCD or HUD to assess performance under the Agreement.

C. Suspension or Termination of Grant Assistance

1. In accordance 2 CFR 200.340 and 200.341 and 200.343, suspension or termination of CDBG Grant assistance may occur according to the Default provision in subsection D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner.

2. If Grantee fails to correct the substandard performance within thirty (30) days after receiving written notice from DHCD, suspension or termination of this Agreement will be initiated.

3. In accordance with 2 CFR 200.340(a), suspension or termination of Grant assistance may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

Subject to any applicable notice requirement and right to cure, the occurrence of any of the following shall constitute an event of default:

1. Failure to comply with any of the CDBG Program rules, regulations or provisions referred to in this Agreement, or such other Federal or District statutes, regulations, executive orders, District of Columbia mayoral orders, HUD rulings, policies or directives applicable to this Grant:

2. Failure to comply with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement.
3. Substandard performance by the Grantee or any of its agents under this Agreement, as determined in the sole and reasonable discretion of DHCD; or
4. Improper use of funds provided under this Agreement.

A determination of default shall be made in the sole and reasonable discretion of DHCD.

E. Remedies for Default

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of a written notice to the Grantee, Grantor may take one or more of the following actions, as determined in its sole discretion:

1. Terminate and suspend further disbursement of any remaining Grant assistance.
2. Disallow all or part of the cost of the activity or action that is not in compliance with this Agreement.
3. Wholly or partially suspend or terminate the current Grant award; or
4. Take other legal remedies that may be available.

F. Termination for Convenience

The Grant may be suspended or terminated on the basis of convenience as provided in 2 CFR 200.340(a).

G. Reversion to DHCD of Grant Assistance

1. Upon default by the Grantee under the terms of subsection D above, which has not been cured, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request the following:

i. Any Grant funds in its possession (whether or not committed),
ii. Any accounts receivable attributable to the use of Grant funds; and
iii. The portion of any income directly generated by (or the prorated proportion of) Grant funds for the activities described in this Agreement.

2. Upon final completion of the projects and activities for which CDBG funds have been provided by DHCD, expiration of the term of this Agreement, cancellation, or determination of this Agreement, the Grantee shall transfer any unspent, excess or surplus CDBG Grant funds, to include accounts receivable attributable to the use of the CDBG funds.

H. Grantor Non-Waiver

DHCD's delay or failure to act with respect to a breach by the Grantee does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section XIII. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, and 2 CFR Part 200, as deemed applicable by the Grantor. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Fund Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Organizational Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter arising from this Grant Agreement.

D. Cancellation Ceiling

H. Misuse of Grant Funds

Any alleged fraud, waste, abuse or mismanagement of Grant funds shall be immediately reported to the Grantor and the District of Columbia Office of the Inspector General ("OIG"). The OIG may be reached at (202) 724-TIPS (8477) and (800) 521-1639 or at oig.dc.gov

I. Nonassignability

Grantee will not sell, assign, pledge or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

Section XIV. Insurance

A. The Grantee shall obtain at least the minimum insurance coverage set forth in this Section XIV. and Exhibit H prior to the Effective Date and keep such insurance in force, as may be applicable, throughout the Grant period of performance.

B. Fidelity Bond: The Grantee must procure Fidelity Bond coverage in an amount equivalent to the total Grant budget. Pursuant to 2 CFR Part 200, Fidelity Bond coverage is required to protect the District's interest in the dollar amount of the Grant. Should Grantee be unable to procure a Fidelity Bond, Grantee shall submit proof that it has obtained general liability insurance that covers internal employee criminal activity or directors' and officers' liability insurance.

Section XV. Records Retention/Access

A. Records Retention

The Grantee shall retain all records demonstrating compliance with CDBG requirements and that are pertinent to this Grant for no less than five (5) years from Close-out of this Grant Agreement, including any extension thereof made in accordance with Section XVI. [Option to Extend] and including but not limited to Close-Out in IDIS of any HUD requirements. See Exhibit 5.1 in this link: https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-5.pdf

B. Extension of Retention Period

Notwithstanding the foregoing retention requirement in paragraph A above, if any litigation, claim, HUD monitoring or audit is initiated before the expiration of the retention period, records shall be retained for a period of not less than four (4) additional years following completion of the actions and resolution of all proceedings (e.g. litigation, claim, HUD monitoring or audit) involving the records.

C. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility, progress and achievement toward program goals and secure such records in a manner subject to applicable privacy laws. Such data may include, but is not limited to, client name, address, income level, case notes, correspondence and a description of service(s) provided. The Grantee shall use software which is HUD compliant to maintain client records. The Grantee shall transmit client records and files in a manner that is compliant with HUD's Personally Identifiable Information (PII) requirements.

D. Access to Records

All Grantee books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Grant funds shall be made available to the Department, HUD, its designee, representatives of the Inspector General of the District of Columbia or the Office of the DC Auditor at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.

E. National Objectives

The Grantee agrees to maintain documentation that demonstrates that the activities carried out with CDBG funds provided under this Grant meet the CDBG national objective of benefiting low- and moderate-income persons, as defined in 24 CFR part 570.208.

F. Copyright

If this Agreement results in any copyrightable material or inventions, DHCD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Section XVI. Federal and District Public Policy Requirements

Grantee shall fully comply with the following Federal and District policy requirements, as deemed applicable by Grantor:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federal-assisted and federal conducted programs and activities .

C. The requirements of Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

D. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.-) and implementing regulations at 24 CFR I part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

E. The requirements of Executive Order 11246, as amended by Executive Orders 11375. 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

F. The Conflict of Interest provisions of Federal and District laws strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of Federal funds to comply with 2 CFR 200.317 to 200.327 and

any sections of Title of 24 the Code of Federal Regulations concerning CDBG funding which are more restrictive than the Uniform Guidance Code for use of CDBG funds. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within (fifteen) 15 business days of execution of the Grant Agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict-of-Interest declarations to be executed by each employee and board member.

G. The Hatch Act. Chapter 15 of Title V. United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

H. The National Environmental Policy Act or other legislation implemented by 24 CFR part 58.

I. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement as Exhibit F.

J. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991H FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.

2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any grant,

or the entering into any extension. continuation. renewal, amendment of modification of any grant.

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and

c. He or she will include the language of the certification in all sub- grant awards at any tier and require that all recipients of sub-grant awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this Grant imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure, as the applicable grant shall so provide.

K. The Americans with Disabilities Act of 1990 (ADA) - Notwithstanding anything contained herein to the contrary, during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

L. The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are applicable pertaining to economic opportunities for low and very low-income persons. 24 CFR part 135.

M. First Source Program - Contractors and subcontractors of a government-assisted Project totaling $300,000 or more must comply with the District's goals for the recruitment, referral and placement of District residents. See D.C. Law 5-93, as amended, D.C. Official Code§ 2-219.01 et seq.

Section XVII. Close-Out Provisions

Activities and tasks during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor, and determining the custodianship of records (which shall remain the responsibility of the Grantee unless a determination is made otherwise). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over District appropriated funds and the record retention period, whichever is longest. Grantee shall submit the following items within the time frames indicated in this Section after completion of Grant activities or expiration or termination of this Agreement.

1. All activities are eligible, were completed and met a national objective.
2. All grant funds were expended in full, or all remaining funds are to be returned to Grantor.
3. All reporting requirements were completed and submitted (except for the final report that is submitted during the closeout process).
4. Any special conditions were met; and
5. All deficiencies or corrective actions affecting the Grant were resolved.

A. Grant Close-Out Report

The Grantee shall submit to the Grantor a Grantee's Close-Out Report ("Report") within ninety (90) days after expiration of the Grant term, termination of the Grant, or final payment for activities under this Agreement, whichever occurs later. This Report, at a minimum, shall include a narrative of the Grantee's completed tasks based on the activities, performance measures and goals set forth in the Statement of Work. The Report shall be completed using a form provided by the Grantor. The Grantee shall provide any information or data Grantor requests for Close-Out. In the Grantor's sole discretion, the reporting provided during the term of this Agreement may be accepted in lieu of the Grantee's Close-Out Report if those reports contain all information required in this section.

B. Documentation of Expenses

Within ninety (90) days after the expiration of the Grant, the Grantee shall provide to Grantor documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses.

C. Equipment Inventory

The Grantee shall submit to Grantor a list of all furniture, fixtures, equipment and vehicles purchased with Grant funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with 2 CFR Part 200.

D. Audit

The Grantee shall submit an audit or financial statement, as applicable, and as provided in Sections IX and X. of this Agreement.

E. Transfer of Records

Grantee shall, within ninety (90) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

F. Grantee's Obligations

The Grantee's obligations to DHCD remain in effect through the period of record retention as stated in Section XV.

Section XVIII. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion, and if legally permitted, extend the term of the Grant no more than two (2) times for one-year terms, or any fraction of one year, or multiple successive fractions thereof.

B. Grantor will endeavor to provide Grantee a preliminary written notice of its intent to extend at least thirty (30) days before the end of the Grant Term. The preliminary notice does not commit the District to an extension or authorize additional Grant funds to Grantee.

C. Any extension of this Grant is contingent upon the appropriation of funds for the applicable time period. However, the availability of funds shall not obligate the District to extend the Grant.

Section XIX. Total Agreement

The Grant Agreement, including specifically incorporated documents (to include the approved Statement of Work, the Work Plan, the approved Budget and the Grant attachments) constitute

the total and entire agreement between the Parties. Grantee understands and agrees to comply with the incorporated references contained in this Agreement and all applicable District and Federal laws and regulations.

Section XX. Applicable Law.

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia, unless otherwise controlled by federal law. In any proceeding relating to this Grant Agreement, each of Grantor and Grantee, hereby irrevocably submits to the jurisdiction of the Courts of the District of Columbia for the purposes of any suit, action or proceeding arising out of or relating to this Grant or transactions contemplated hereby.

Section XXI. Severability.

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XXII. Amendment.

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Grant activities, or the amounts specified in the Budget without the prior written approval of Grantor. The Grantee may request in writing approval of any proposed change to the Statement of Work or Workplan or the amounts specified in the eligible cost categories of the Budget and shall provide adequate supporting information and a revised budget along with its request. All such requests must be signed and dated.

Section XXIII. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or fully, by the Department.

1. The written or printed materials must include the authorized DHCD logo.

2. Written or printed materials include, but are not limited to, newspaper, radio and television announcements or advertisements, websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.
4. Grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to Grantee.
5. Grantee must provide copies of all marketing materials, brochures, flyers and other materials that publicize grant-funded activities to Grantor via email at dhcd.occo@dc.gov

Grantee shall publicize, as appropriate, to its constituency through social media, print, and online postings, DHCD communications and events that are related to Grant supported activities.

Section XXIV. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code§ 2-531 *et seq*. provides for the disclosure of public information. Specifically, the law provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Official Code § 2-170 l (13) .

This serves as your Notification that information /documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code§ 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXV. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

In the event of cancellation of the Grant because of non-appropriation of funds for a specific fiscal year, there shall be a cancellation ceiling of zero dollars.

E. Anti-Deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, Grantor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code§ 47.105. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-Deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section XI. of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements.
2. Performing technical evaluations as required.
3. Interpreting the Statement of Work and other language in the Grant.
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with the District and other laws and regulations applicable to the Grant.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

Emi Reyes
Chief Executive Officer
Latino Economic Development Corporation
of Washington DC
1401 Columbia, NW (Unit C)
Washington DC 20009
(202) 540-7400
ereyes@ledcmetro.org www.ledcmetro.org

appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, homeless status, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Sexual harassment is a form of sexual discrimination which is prohibited by the Act and Mayor's Order 2023-131 (Updated District Government Sexual Harassment Policy, Guidance, and Procedures), which is attached hereto as Exhibit I.

The prohibition against workplace sexual harassment extends to third parties doing business with or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies. By executing this Agreement, Grantee affirms that it will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1 I 00 et seq. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated.

Section XXVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addresses:

NOTICE TO GRANTEE:

Latino Economic Development Corporation
of Washington, DC
1401 Columbia Road, NW (Unit C)
Washington DC 20000
Attn: Emi Reyes (Chief Executive Officer)

NOTICE TO GRANTOR:

D.C. Department of Housing and Community Development
Community Services
1909 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
Attn: Director

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTOR SIGNATOR PAGE]

DISTRICT OF COLUMBIA, a municipal Corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Colleen Green
Director

Legal Review:

Julia Wiley
Office of the General Counsel
Department of Housing and Community Development

3/13/25
Date

[Signatures continue on the next page]

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTEE SIGNATURE PAGE]

LATINO ECONOMIC DEVELOPMENT CORPORATION OF WASHINGTON, D C
a District of Columbia non-profit corporation

Emi Reyes (Mar 18, 2025 12:37 EDT)

Emi Reyes
Chief Executive Officer

Mar 18, 2025

Date

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit A Services to be Provided

- Statement of Work
- Section 3.2 Services (from the FY25 RFA)
- Workplan as approved by the Grantor

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education and training services to support DHCD's housing programs and initiatives, and to promote compliance with District housing regulations. All of the services are intended to empower potential homeowners, actual homeowners, and tenants for the purpose of preserving of affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership; (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached workplan and performance measures. Marketing and outreach for the services provided is a activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of these service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling; (b)the Grantee's additional knowledge of the individual and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and it shall be maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow up and conduct a final assessment of the impact of the services provided. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program

A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling

CATEGORY C: TENANTS AND TENANT GROUPS
C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD

SECTION 3: PROGRAMMATIC REQUIREMENTS

3.1 Eligibility for Federal Funding

The services in this RFA will be conducted through grant agreements using Federal funds (Community Development Block Grant (CDBG) and, as available, some District Funds. The Department will provide a full informational briefing to the awarded grantee(s) about the grant funding source's ongoing administrative and programmatic requirements. Whether grants awarded under this RFA are funded locally or with federal funds, all grants will be managed to the higher standards and requirements whether Federal or District.

Federal regulations have established national objectives requiring all CDBG-funded activities beneficiaries to be at least 51% low- and moderate-income persons or households. The national objective is achieved through "limited clientele benefit"—that is, by verifying the incomes of each beneficiary of the services provided. The applicant must demonstrate that it has the capacity and the intention to verify the household incomes of beneficiaries to meet the national objective of providing benefits to 51% of low- and moderate-income persons.

Client income certification is also an important element of ongoing program activity for many DHCD housing programs. (See Section 3) Applicants should review in detail the federal income requirements for programs, activities, and grantee (sub-recipient) eligibility under the Community Development Block Grant program regulations at 24 CFR 570. 200-210,

- https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-570/subpart-C?toc=1

and HUD Housing Counseling Program Regulations: 24 CFR Part 214,

ps://www.ecfr.gov/current/title-24/subtitle-B/chapter-II/subchapter-B/part-214?toc=1

3.2 Housing Services: Description of Housing Programs and Services

Please Note: Specifications and programmatic requirements may change from time to time during the award period at the discretion of the Department.

The following describes seventeen services in the Housing Counseling Program. These constitute the services for which the Department is seeking Applicants to provide services to DC residents. Applicants should select at least one service for which they are applying; however, the Applicant may select more than one. The Department is not obligated by the Applicant's selection to make an award. Applicants are responsible to demonstrate their capacity in their application to provide the services for which they have applied. Capacity includes staffing patterns including qualifications and experience, other funding resources, case management systems and programmatic activities. Historical data can also be considered in demonstration of organizational capacity. Applicants should be aware of Legal Citations noted throughout this section as well as the references to the Code of Federal Regulations (CFR).

Category A: HOMEOWNERSHIP

A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program
A6: Income Certification for the Property Acquisition and Disposition Division (PADD) Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY

B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B12: Legal Services for Seniors and/or Coop & Condo Associations
B13: Technical Assistance for Coop and Condo Associations
B14: Technical Assistance for Owners of Small Rental Properties

CATEGORY C: TENANTS AND TENANT GROUPS

C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

Each particular service has specific requirements described in the following pages. Applicants are expected to utilize this guidance in the performance of these services.

CATEGORY A: HOMEOWNERSHIP

Legal Citations Governing Program Area in Category A

Applicants to provide services in Category 1 should review in detail the following legal citations governing the District's homeownership programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for homeownership pursuant to the relevant citations.

- Home Purchase Assistance Program: DC Code 42-2601 and 14 DCMR, Chapter 25
- Employer-Assisted Housing Program: DC Code 42-2501 and 14 DCMR, Chapter 36
- Inclusionary Zoning: Legislation Pending, Bill 17-586, 17-618, 17-619

A1: HUD Housing Counseling
This activity is open to applicant organizations which are HUD approved employing one or more HUD certified counselor(s). Such counseling is often (but not exclusively) in the pursuit of homeownership or credit repair and improvement or to improve their housing condition.

Grantees of this service should be familiar with 24 CFR 5.100 and with 24 CFR 214.

Housing counseling is independent expert advice provided by a HUD certified housing counselor (24 CFR Part 214) customized to the needs of the client. It is aimed at addressing housing barriers and providing support to the client to achieve their housing goals. This counseling service must include: (1) intake (2) financial and housing affordability analysis (3) an action plan[2] and (4) follow-up counseling to implement the action plan and achieve its stated goals *(24 CFR 5.100).*

The action plan should identify the steps needed for the client to achieve his/her housing goals. These actionable steps include, but are not limited to, review of the client's credit report with explanations of its meaning and items that impact (or may improve) the credit score, creation of a budget and methodologies to track one's income and spending, debt reduction planning, and savings planning. Follow-up should track the client's progress toward the goals of the action plan. Other programs and services including group educational opportunities may complement the one-on-one counseling with a certified counselor. Counselors, therefore, may appropriately make referrals to programs and services as well as to group educational activities that support and implement the goals of the action plan.

Counseling organizations are required to maintain case files including items 1-4 above as stated in 24 CFR 5.100. It is critical that files with records and case notes be kept in such a way that if a client's counselor is no longer available, either temporarily or permanently, another certified counselor in the organization can understand based on the file the client's circumstances, action plan, progress and where the client is in achieving his/her housing goals.

Organizations providing this service should have working experience with credit counseling and repair, with consumer credit bureaus and consumer credit laws. Ideally, they should be familiar with creditor tactics, liens, judgments, repossessions, and other obstacles to credit improvement.

It is critical for the counseling organization to make efforts to keep the client engaged in the counseling process and such attempts and outreach should be documented in the case file.

In accordance with HUD requirements, counseling organizations may close files if a client does not respond to outreach efforts over 60 days. The last outreach attempt should document that the file will be closed as of a specific date if nothing further is heard from the client. If the client should return to client after the 60 days, a new file should be opened.

[2] Except for reverse mortgage counseling.

Post-purchase follow-up

a) Grantees must continue their counseling relationship with customers once they become homeowners. This follow-up should continue for a period of time after purchase to ensure the homeowner's housing stability.
b) Grantees may make use of post-purchase programs using either their own programming or making referrals to other Grantees who provide such programming (*e.g.* B1 General Home Management and B2 Foreclosure Counseling).
c) If problems arise, it will be the grantee's responsibility to address them quickly as time is of the essence, and to address them as efficiently as possible. Where the District's investment is involved, counseling should include ways to protect the DC investment.
d) When working with clients who have an HPAP deferment period ending, Grantees must provide dedicated counseling services to those borrowers. In particular, grantees will be asked to make an updated assessment of each borrower's financial status regarding the appropriateness of continued deferment.
e) Potential delinquency, or foreclosure prevention, counseling will be provided to any borrower who is experiencing difficulty.
f) If problems continue with these loan clients, this counseling will become a home preservation activity.

A2 8-Hour Homebuyer Education Class (HBE)

This activity is open to applicant organizations which are HUD approved counseling organizations employing one or more Hud certified counselors.

The Department seeks HUD Approved organizations to provide the 8-Hour Homebuyer Class. This is in support of the Department's many programs for which the 8-Hour Homebuyer Class is a requirement, and also for other DC residents who seek to take this class in preparation for homeownership and for their knowledge.

Organizations should take as a serious obligation to conduct this class with knowledge staff (HUD certified counselors). The class is conducted in a traditional in-person setting or in a virtual online setting.

Those who successfully attend and complete the class should be provided with a DHCD certification (in the format approved by the Department) indicating their completion of the class and dated appropriately. Monthly attendance and award of certificates should be reported to the Department monthly. The class should be presented frequently enough to meet programmatic needs of DHCD programs. Class dates should be provided to the Department for inclusion on the DHCD calendar. Presentations should be given by staff, not outside speakers. Grantees are welcome to collaborate in the conduct of these classes.

A3: Intake for DC Homebuyer Programs (HPAP/EAHP/NEAHP)

The Home Purchase Assistance Program (HPAP) is the primary DHCD program for first-time homebuyers. HPAP provides interest-free loans that include closing cost assistance to eligible applicants. Under this program, homebuyers may have the opportunity to purchase houses,

condominiums, or cooperative units in the District. DHCD has additional homeownership programs which are associated with HPAP, and which are targeted to specific populations or geographic areas or may meet specific home buyer needs.

The satellite programs are:

(1) The Employee Assisted Housing Program (EAHP) provides assistance to District of Columbia Government employees, who are first-time homebuyers in the District; and

(2) The Negotiated Employee Assistance Home Purchase Program (NEAHP) provides down payment and closing cost assistance to certain District of Columbia Government employees whose position is covered by specific union collective bargaining agreements.

Wherever the acronym "HPAP" is used, the same applies to the EAHP and NEAHP programs.

Prior to HPAP Application

Clients interested in HPAP assistance who have a pre-approval from a lender, should be assisted with making an application to the HPAP as expeditiously as possible. Those without a pre-approval letter from a lender are required to engage in HUD Housing Counseling (see A1 above) in order that they have the benefit of credit counseling and homeownership preparation. The action plan should include the actionable steps needed to ensure success as a homeowner and to achieve a pre-approval letter from a lender. Once a pre-approval letter has been obtained, the client with the Grantee's assistance should proceed to making their application to HPAP.

Application Process

For grantee organizations, this relationship management function includes working with first-time homebuyers throughout the homeownership application, preparation, purchase, and post-purchase process. Counseling will be focused on low- and moderate-income populations.

Once HUD credit counseling is completed the HPAP process includes:

(Optional) Applicant organizations may conduct pre-purchase seminars which include information and requirements of the HPAP programs. A DHCD Certification should be provided to attendees and recorded with DHCD.

Application Intake includes document collection of those documents needed. These should be collected in person or by means of a secure portal. Email is not considered a secure means for transmission of information which could be used for identity theft or other criminal activity. Drop-off at a staff office to an employee is acceptable.

Once the application package is complete, the organization submits to the appropriate HPAP administrator.

Homebuyer Education (8-hour class) (A DHCD Certification should be provided to 8-hour Homebuyer Education attendees and recorded with DHCD.)

Post-Purchase follow-up (Records of those follow-ups should be maintained by the organization. See Post-purchase in Service A1)

Organizations will be responsible for: (1) the application process, which includes delivery of completed applications to the HPAP Administrators; (2) completion of the application form itself and collection of all required supporting documentation, and (3) maintaining performance and reporting data, and databases as needed by the Department.

A4: Inclusionary Zoning Orientations

Introduction to IZ/ADU Programs:

The District's Inclusionary Zoning (IZ) Program requires a certain percentage of units in a new residential development, or a substantial rehabilitation that expands an existing building, be set aside as affordable units. The goals of this program are to increase the supply of affordable housing for low- and moderate-income households, to support the creation of mixed-income communities, to prevent rising home prices from driving out low- and moderate-income residents, and to leverage the expertise and capacity of the private market to develop affordable housing.

Affordable Dwelling Units (ADUs) are defined as for-sale and for-rent homes that are locally restricted for occupancy by households whose income falls within a certain range and are generally offered at a below-market rate. ADUs are generally produced in exchange for zoning relief, tax incentives, public financing, and/or the right to purchase or lease District-owned land. Specific ADU provisions, such as the affordability period, income limits, and resale restrictions, are set out in deeds, covenants, land disposition agreements, ADU administration plans and other originating documents.

ADU provisions have historically varied from project to project, as each is a result of a unique negotiation or project approval. However, ADU restrictions are becoming more standardized and more similar to standard IZ requirements.

Organization roles and responsibilities:
Provide mandatory IZ Orientation. The department's PowerPoint presentation must be utilized. Presentation and answers to participants' questions must conform to agency guidelines.

DHCD seeks organizations which will provide programmatic rental and homeownership counseling services in support of both of the above programs. Information about these

programs is available through DC Housing Search https://www.dchousingsearch.org , counselors will be required to utilize DC Housing Search, and train potential customers in how to search for affordable housing through DC Housing Search.

Grantees will be required to become familiar with the program requirements and procedures, as required by DHCD. In the last few fiscal years, the IZ program has produced approximately 400 new affordable units each year.

Orientation:
In particular, organizations are required to conduct IZ Orientations to help residents to be familiar with all programmatic requirements for the IZ program.

Organizations must conduct and coordinate this mandatory orientation session in a traditional and virtual classroom settings. They must provide interested applicants/residents with the relevant terms of the program, including next steps and other information as required by DHCD.
DHCD currently provides standard slides and certificate templates to use for this orientation and will provide training to grantees.

Completion of this orientation class is mandatory before an individual may register for the IZ program and individuals must renew registration every two (2) years to remain on the IZ registration list.

The class must be conducted at least monthly beginning within 30 days after the grantee's application is approved. Coordination of this class will include publishing upcoming class dates, accepting reservations via phone, email, or other method, allowing walk-ins if space is available, providing attendees with a certificate of completion (in a format approved by DHCD) upon completion of the class and providing at least monthly attendee data to DHCD. It will also include ensuring that attendees receive all required training materials, and shall be presented by grantee staff, not outside speakers.

Grantees must train program participants in the terms and specifics of the IZ and ADU Programs (training guidance will be provided by DHCD) and provide additional pre and post homebuyer education training.

Grantees must also provide data to DHCD on a regular basis as determined and requested by DHCD, including but not limited to the names and contact details for individuals who have received a DHCD certificate and the number of attendees at IZ orientations.

A5: Income Certifications for the IZ/ADU Units Programs

The agency seeks two organizations to provide income certifications for participants in the Inclusionary Zoning and Affordable Dwelling Units programs. Income certifications are expected to be conducted under a uniform process prescribed by DHCD and following HUD Part 5. DHCD has established requirements for approving Certifying Entities, including

specific IZ and ADU training.

Grantees are expected to become Certifying Entities pursuant to DHCD requirements. Grantee organizations will be required to ensure that program participants understand that income and occupancy restrictions apply to their IZ units and ADUs. Grantees will also be expected to complete income certifications for newly selected households and for renewing tenants. Grantees will be working closely with individuals, property management/leasing staff, sales agents and DHCD. DHCD will provide the necessary forms and procedures, but Grantees will collect the necessary paperwork from individuals and complete the income and household size verification process. Upon successful certifications, Grantees will notify DHCD and the sales/leasing staff.

Such restrictions may include but would not be limited to: (1) the specific affordability period, (2) conditions for, or prohibitions against, subleasing, and (3) resale restrictions. Ongoing outreach and assistance to occupants of IZ units and ADU is required in the areas of programmatic requirements and homeownership counseling.

A6: Income Certification for PADD Applicants

The Property Acquisition and Disposition Division (PADD) encourages vacant and/or abandoned property owners to rehabilitate and/or occupy their properties. PADD acquires vacant, abandoned, and deteriorated properties through negotiated friendly sale, eminent domain, donation, or tax sale foreclosure, when owners are unwilling or unable to maintain their properties. PADD also disposes of properties in inventory by selling them to individuals or developers to be rehabilitated into high-quality affordable and market-rate single-family and/ or multi-family for-sale or rental housing in District neighborhoods.

For DHCD, the activities of this Division create affordable homeownership and rental opportunities for low- and moderate-income households. Grantees must counsel these households as they qualify for and occupy these new homeownership and rental units. DHCD seeks one or more organizations which will provide counseling or training services for affordable units made available through PADD.

Because PADD units are not produced through a traditional homebuyer program, an intensive marketing and outreach effort to our target population will be required of grantees. Counseling services will also involve conducting income certifications and re-certifications for purposes of admission and continuing participation in this program. Income certifications are expected to be conducted under a uniform process prescribed by the Department. For PADD, grantees must ensure that program participants understand that income, or occupancy, restrictions apply to their unit. Such restrictions may include but would not be limited to: (1) the specific affordability period; (2) conditions for, or prohibitions against, subleasing; (3) potential rent increases; and (4) resale restrictions. The specific unit covenant

terms will be communicated to stakeholders by the Department, but grantees must facilitate communication with stakeholders.

A7: Public Services: General Coaching and Information

Public Services may be undertaken by Applicants which have not yet obtained HUD Approval and may not employ a HUD certified housing counselors. (HUD Approved organizations who are applying for A1 or A2 do not need to apply for this service, since they are able to provide these Public Service activities in connection with their other lines of services.

These activities are frequent but not exclusively in a group setting. These may be virtual or in-person, as long as an in-person option is provided. Grantees may utilize Homebuyer Clubs as an effective tool for keeping clients engaged in homebuyer preparation when a long-term period is needed for better positioning to be a first-time buyer.

They may include group trainings on understanding credit and credit reports and involve savings programs.

Public service staff are required to train clients to utilize available tools, such as DC Housing Search https://www.dchousingsearch.org to locate affordable housing for sale and for rent.

CATEGORY B: COUNSELING AND TRAINING FOR HOME PRESERVATION

B8: General Home Management (Post-Purchase Non-Delinquent)

Post-purchase counseling is essential for Homeowners who have purchased their homes, are not delinquent in their mortgage payments and would like to remain successful by creating a realistic financial plan to avoid financial pitfalls and protect and retain their homeownership. Post-purchase counseling is essential to understand local post-purchase behavior, especially low-moderate income homeowners, that can be supported by education and supportive programs to ensure recent homeowners understand what to do in the event of hardships. Organizations that provide post-purchase counseling sessions and education workshops will ensure their topics consist of the following:

1. Prepare a maintenance plan for major household systems and repair strategies.
2. Emergency preparedness plan to assist client in case of disaster.
3. Understand consequences of not paying taxes, HOA payments or community assessments.
4. Explain the benefits of establishing an emergency fund and retirement or tax-incentivized accounts.
5. Provide knowledge of home improvement financing options like HELOCs and give counsel on how to apply for additional financing to renovate property.

6. Access the client's understanding of the process of refinancing the home and incurring more debt.

This counseling activity may include, but not be limited to, appliance warranty disputes, contractor disputes, disputes with mortgagors, will and estate issues, including transfer-on-death deeds, etc. In this service, grantees must serve as advisor-educators and are prohibited from giving legal advice. Grantee activities should focus on low—and moderate-income populations.

B9: Foreclosure Counseling

Homeowners who are delinquent in loan payments (as well as those in danger of delinquency) need to know what options are available to them. Similarly, those in foreclosure need to know their options and resources that may assist them, especially if available legal services are available.

Organizations are required to provide foreclosure prevention counseling that helps homeowners at risk understand the foreclosure process in Washington, DC, determine their legal rights and identify options to avoid foreclosure.
Organizations will assist struggling homeowners with loss mitigation, communicate with mortgage servicers and provide services such as the following:

1. Provide advice and coaching to assist clients with creating a budget based on financial goals. Assess the current financial situation and develop short and long-term strategies to reduce expenses and debt to achieve client goals.
2. Explain loss mitigation. Explain the requirements of a loss mitigation package and evaluate the client's loss mitigation options for FHA and non-FHA loans.
3. Provide examples of mortgage default scams and ways to avoid being a victim.
4. Explain the consequences and costs associated with a foreclosure, short sale, or deed-in-lieu.
5. Explain the foreclosure timeline and devise a plan if the client is unable to stay in the home and assist the client in mortgage default recovery. Demonstrate the impact of a mortgage default.
6. Work with displaced residents seeking referrals for housing.

Grantees work with homeowners who are delinquent in their mortgage payments, or who are in foreclosure, or in post-foreclosure. These counseling services are also offered to owners of multi-family properties, and ownership associations. This counseling serves as a central element of DHCD's overall foreclosure prevention strategy.

It is critical to address the District's foreclosure crisis. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Grantees also work with the Department of Insurance Securities and Banking (DISB) to protect clients against scam operations that prey upon residents who are subject to foreclosure. Grantee organizations extract data for outreach and targeting efforts from the Office of the Recorder of Deeds, which provides a listing of all official foreclosures in the

District on a weekly basis. DHCD seeks one or more organizations that will provide foreclosure counseling services which include, but may not be limited to, all of the above-described foreclosure prevention activities.

For grantees, this counseling function means working with troubled homeowners, utilizing all foreclosure prevention or mitigation tools available, and if necessary, working with customers throughout their foreclosure or post-foreclosure process. Grantees must provide full assistance and advice to troubled homeowners. Grantees will be responsible for: (1) assessing the homeowner's circumstances, (2) educating the homeowner about the full implications of mortgage delinquency and foreclosure (3) exploring and providing options of action for the homeowner (4) providing tools or alternative support that may further assist the homeowner (5) developing and executing a best action plan for either saving the home or undertaking the best course for the homeowner, and (6) tracking the results of their counseling efforts. In addition, grantees will provide ongoing performance and reporting data and databases maintained.

Post-Foreclosure Counseling: It is critical that grantees continue their counseling relationship with customers, even if the home cannot be saved. Grantees must follow up with troubled homeowners for a period of time after any action plan has been executed. If the home has not been saved, counseling should be made available, and if necessary, referral to other needed services. If the home has been saved, counseling follow-up is also necessary to ensure that the ongoing action plan is being properly implemented. If more problems arise, it will be the grantee's responsibility to address them as quickly and as efficiently as possible.

With the passage of the Saving DC Homes from Foreclosure Emergency Amendment Act of 2010, troubled or delinquent District homeowners have the right to engage in mediation prior to foreclosure. As a result, DHCD requires grantees to provide counseling related to this mediation process.

Grantees must be familiar with the Law, its regulations, and the mediation process which has been implemented by the Mediation Administrator at the DC Department of Insurance, Securities, and Banking. Grantees must educate troubled homeowners in the decision factors related to mediation election, and, if necessary, prepare them for mediation. In some cases, counselors may be asked to accompany, or represent, troubled homeowners in the mediation process. Grantees must ensure that all customers who elect mediation complete and submit proper documentation in a timely manner. Grantees must ensure that the best interests of troubled borrowers are protected throughout the mediation process. Finally, DHCD expects grantees to follow-up after the mediation process is complete to ensure that any final mediation agreement is properly implemented.

B10: Eviction Counseling

Applicants who have HUD certified counselors or NeighborWorks America foreclosure certified counselors may offer this service. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Training should also include knowledge of laws and legal procedures governing eviction.

Eviction has long created housing instability for renters, and especially among low- and moderate-income households. For those at the lower end of the economic scale, eviction has caused not only housing instability but also employment insecurity and homelessness. Studies have shown that lack of access to legal representation has resulted in markedly different and detrimental outcomes as compared to renters who have legal representation. After legal representation, the next most effective range of services includes alternative dispute resolution (or mediation), knowledge and guidance in court navigation, and effective management of legal and tenant-landlord documents. In addition to housing instability, eviction also has credit impact for the tenant.

It is critical to provide those in danger of eviction with counseling to make informed decisions. This includes access whenever possible access to legal services. Also, appropriate training includes information about tenants' rights and obligations, the credit impact of eviction, use of payment plan agreements, understanding of court processes and procedures, and access to alternatives to court procedures. When tenancy is lost, counseling for housing alternatives is needed and a path forward to credit repair.

B11: Single-Family Residential Rehabilitation Program

The Single-Family Residential Rehabilitation Program (SFRRP) administers grants to District homeowners for roof repairs and for modifications to eliminate barriers to accessibility for persons with mobility or other physical impairments. Projects approved for SFRRP require a covenant on the property to protect the District's funding of the project.
DHCD seeks one or more organizations which will provide application intake services to SFRRP applicants throughout the grant process.

> **Mandatory Counselor Intake Training:** Grantees for this line of service are required to attend training with the SFRRP team in September to be introduced to updated aspects of the SFRRP for FY25. It is critical that the grantee have a solid understanding of the updated program and the requirements for applications. Therefore, the September training is mandatory for SFRRP intake counselors.
>
> **Application Period:** Applications for SFRRP will only be taken between October 1, 2024, and December 31, 2024. To be considered applications during this period must be complete. Lack of required documentation or information will not "hold a place" in the program if not provided before the December 31, 2024. The Department at its sole discretion reserves the right to close the program prior to the deadline if funding is depleted or no longer available.

Information Session for Applicants: The Department will provide Grantees with a PowerPoint presentation outlining the program and its requirements. Intake counselors are required to use this presentation with all potential applicants either in a group sessions (such as an Orientation) or in a one-on-one session with the potential applicant.

Grantee's and Counselor's Responsibilities: (1) use the Department PowerPoint presentation to present the program to potential applicants, answering questions from residents interested in the program; (2) complete the application document and collection of **all required** supporting documentation *(incomplete applications will not be accepted)*; (3) post-application and post-grant support; and (4) providing performance and reporting data as required.

45 Day Period: It is critical that no application be uploaded in the SFRRP portal unless it is complete with all required documents and intake form completed. If an incomplete application is uploaded in the portal, the SFRRP staff will notify the counselor and the applicant that the application cannot be accepted. The notification state that what is complete and state the **applicant has 45 days** to provide the requested information including documents. After 45 days if the application remains incomplete, the application will be closed as incomplete for funding.

Application Portal: Counselors will need to provide their name and contact information (e.g. email) when uploading in case SFRRP program staff need to follow up.

Legal Citations Governing Program Area for Category B:

Applicants to provide any service in Category B should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

- Lead Safe Washington 24 CFR, Part 35, 24 CFR, Part 85.37, Section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992
- Single Family Rehabilitation 14 DCMR, Chapter 28 First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
- Saving DC Homes from Foreclosure Emergency Amendment Act of 2010 (DC Act 18-635; 57 DCR 12404)

B12: Legal Services for Homeowners and/or Coop & Condo Associations

The Department seeks organizations to provide legal services to provide one or both of the services noted below. Grantees will conduct outreach to low- and moderate-income populations in need of these services.

- Legal Services to Seniors
  Seniors who are homeowners can be assisted by the Applicant to have legal services to assist Seniors to avoid housing instability or the loss of ownership of their home. In addition to their own attorney staff, Applicants may seek *pro bono* services from other members of the Bar.

- Legal Services to Coop-Condo Associations
  Legal services may be provided to Cooperatives and/or Condominiums ("Associations") to ensure housing stability. If Associations have problems in areas of legal entity status, required legal or financial filings, compliance issues, risk management concerns, board and member training, best legal practices, and collection of association fees (to name of few), such issues may threaten the member's housing stability, and the owners' (or members') investment in their properties. Selected applicants will provide legal services to Associations in low- and moderate-income census blocks to mitigate these concerns, to preserve housing stability of owners and to ensure well-functioning Associations and Boards.

B13: Technical Assistance for Coop and Condo Associations

The Department seeks one or more organizations to provide technical assistance to Associations. The situation many Associations may face is a need for training in best practices of Association management. Training in best practices and frequently encountered problem situations may be offered by the grantee not only to the Association Board but also to the owners in the Association. Association boards and their member owners frequently face issues of association fees not being paid, lack of income to fund reserves, special projects that would require a special assessment, and decisions of taking court action or being the defendant in a court action. These are just a few of the legal issues which may arise for the Association, in addition to the more routine matters of by-laws and required legal documents for the operation of the Association.

B14: Technical Assistance for Landlords of Small Rental Properties

Landlords of small rental properties face enormous challenges. They frequently lack the staff and the resources of large multi-family properties to deal with the many details of operations and asset management. Small unit properties cannot readily absorb mistakes or challenges.

In a ten-unit property, one vacancy is a 10% vacancy rate, while one unit in a 100-unit property is 1% vacancy rate. Yet, small unit properties are often the affordable renter properties. To preserve this housing stock as an affordable option, DHCD seeks grantees to provide Technical Support to Owners of Small Unit Properties (of 30 units or less).

Services can be provided through group training as well as through one-on-one counseling. Like many small business owners, owners can often benefit from a better understanding of accounting practices and financial statements (balance sheet, income statement, cash flow report). Knowledge of financing options is another common to many business owners. Topics such as these are particularly suitable to the needs of owners.

1. **Property Management Software**: Landlords often need help selecting and implementing property management software to track rent payments, maintenance requests, tenant information, and other critical operational data.

2. **Legal Compliance**: Guidance on navigating complex local, state, and federal housing laws and regulations related to fair housing, security deposits, evictions, and other landlord-tenant issues.

3. **Financial Management**: Guidance with accounting, tax preparation, and financial planning specific to rental property ownership and operations.

4. **Maintenance and Repairs**: Access to vetted contractors, tradespeople, and service providers to handle property maintenance, repairs, and upgrades in a timely and cost-effective manner.

5. **Tenant Screening and Selection**: Guidance and best practices with tenant screening processes, background checks, and selecting responsible renters to minimize vacancies and evictions.

6. **Marketing and Leasing**: Help with listing vacant units, advertising, showing properties, and executing leases to keep units occupied.

7. **Emergency Response**: Guidance on developing emergency plans and protocols to address unexpected events like natural disasters, property damage, or tenant issues.

8. **Asset Management Issues**: The ratios and metrics of asset management for multi-family properties provide a helpful guide to best practices. For example: Many landlords are unaware of the effect that certain metrics have in their properties. Slow "Make-Ready" times, refers to the length of time it takes to prepare an apartment to be shown to prospective tenants. Similarly, "turn time" refers to the times it takes to find a renter and receive the first month's rent. Slow turn times are also a drain on resources. When there are slow "make ready" and slow "turn times" the combined effect can be detrimental for the property's future. High turn-over rates among renters is another draw on the income. Other issues and topics include: What to do when you have a tenant who is not paying rent? What are the alternatives to eviction? How do the Court work? Are there pre-eviction resources? What legal services are available to the owner?

CATEGORY C: TENANTS AND TENANT GROUPS: SERVICES RELATIVE TO Tenants Opportunity to Purchase Act, Rental Conversion and Sale Division, and Rental Accommodations Division

The DC Tenants Opportunity to Purchase Act (TOPA) seeks to protect tenants and tenant groups from displacement due to sale of the property. The law allows tenants to purchase their apartment building. Tenants have the choice of maintaining the apartments for rent or converting to cooperatives or condominiums. DHCD seeks to preserve affordable housing in the District and limit displacement of low- and moderate-income households. For groups that choose coop or condo conversion, this provides a path to homeownership.

DHCD provides both financial assistance and technical assistance, as well as specialized organizational and development services, for tenant groups who are pursuing the purchase of their apartment buildings. Through DHCD's Development Finance Division, organized tenant associations may be provided with seed money, earnest money deposits, and acquisition and/or rehabilitation assistance. After acquisition and rehabilitation, DHCD also provides ongoing Board training and property management support to the newly formed cooperative or condominium Boards.

C15: TOPA: Pre-purchase Training

DHCD seeks one or more organizations which will provide pre-acquisition organizational and developmental counseling and training to tenant groups or tenant associations in support of their intent to purchase their building. These tenant groups must be preliminarily qualified as eligible for DHCD's Tenant Purchase Technical Assistance program. Grantees must provide the following services to tenant groups:

a) establishment of a tenant association.
b) selection and appropriate training of Board members.
c) training of captains (court, building and floor).
d) training in roles and functions of committee members; (5) training tenant groups in detail about the building purchase process.
e) training tenant associations in property management techniques.
f) provide training to the tenant association on each type of ownership; and conducting surveys of tenant associations to determine the appropriate form of ownership for their building (cooperative or condominium).

It is critical that Grantees in this service maintain an outreach to educate and inform low- and moderate-income tenants about their rights and opportunities provided by TOPA. Grantees are encouraged to make this a central aspects of their marketing plan, and to create

opportunities as well as avail themselves of opportunities to participate in educational outlets to reach tenants. Collaboration with other Grantees in this or similar service lines is encouraged. Grantees should participate in DHCD when and as those opportunities for outreach are available.

While training the tenant association, the grantee must be able to prepare and submit appropriate documentation required in the purchase process, including but not limited to tenant profiles and feasibility analyses, response to Notice of Sale of Building, preliminary development, acquisition, and rehabilitation plans, and operational plans.

The grantees must have skill and experience in negotiating the lease or purchase of the building. In addition, grantees must assist tenant groups in procurement related to the development, purchase, and rehabilitation process, including but not limited to attorneys, architects, engineers, financial and developmental consultants, private developers, appraisers, and property managers.

C16: TOPA: Post-Purchase Training

DHCD seeks one or more organizations which will provide ongoing post-acquisition counseling services which include property management and Board training for properties which have been purchased and/or rehabilitated with financial assistance from the DHCD Development Finance Division's First Right Purchase program. Generally, these are multi-family properties that have been purchased through limited equity cooperative agreements or condominium purchases. Therefore, non-profit Board training and development skill and/or experience, as well as multi-family property management skills are critical to providing effective counseling services. Services to be provided under this activity may include, but are not limited to:

a) establishing standards of evaluation for each participant's financial status and leadership capacity.
b) conducting annual management reviews of all Boards, oversee election and
c) training of new Board members.
d) assisting in the establishment of appropriate arrangements with required service providers such as exterminators, garbage collectors, landscapers, etc.
e) assisting in capital management planning and a stabilization plan for rehabilitation and/or refinancing.
f) tracking property vacancies and reviewing new applications for membership.
g) establishing and reviewing membership guidelines.
h) technical assistance in accounting, budgeting, and the preparation of financial statements for long-term financial viability.
i) providing Board of Directors with training as appropriate; and

j) other required management and support duties. Grantees will assist the condominium or cooperative in developing a budget for the overall management and carrying costs of the property.

Grantees will assist the Board and membership in all aspects of management, such as completion of the audit, Fair Housing issues, required individual, property, and Board insurance, taxes, the role of Board officers, evaluation of monthly financial performance, training on lender compliance, i.e. loan payments, income requirements. DHCD will likely negotiate assignment of specific properties to grantees for this service.

Legal Citations Governing Program Area in Category C:

Applicants to provide any service in Category C should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
Tenant Purchase Technical Assistance Program DC Code 42-3404.02
Rental Housing Conversion and Sale Act of 1980, as amended (DC Code 42-3401.01 et. seq.) (Also known as the Tenant Opportunity to Purchase Act or "TOPA")

C17: Services for Tenants and Tenant Organizations
(in partnership with Housing Regulation Administration, Rental Accommodation Division, Rental Conversion and Sale Division).

Activities under this service will supplement and enhance the services provided by DHCD's Housing Regulation Administration (HRA), which includes the Rental Accommodations Division (RAD) and the Rental Conversion and Sale Division (CASD).

RAD administers the Rental Housing Act of 1985 (D.C. Official Code § 42-3501.01 et seq.) which regulates residential rental housing registration and the rent stabilization program (commonly known as rent control). RAD oversees rent adjustment procedures, processes notices to vacate, reviews tenant petitions prior to adjudication by the Office of Administrative Hearings and adjudicates most types of landlord petitions. RAD also proposes rules and regulations for administration of the Rental Housing Act for review and publication by the Rental Housing Commission.

CASD administers the Rental Housing Conversion and Sale Act of 1980 (D.C. Official Code § 42- 3401.01 et seq.) which regulates the sale or transfer of ownership interests under the

Tenant Opportunity to Purchase Act of 1980 (TOPA) (D.C. Official Code § 42-3401.01 et seq.), the conversion of use of rental housing to condominium or cooperative ownership and residential condominium formation and registration under the Condominium Act of 1976 (D.C. Official Code § 42-1901.01 et seq.). Further, CASD administers a Housing Assistance Payment program (HAP), under which tenants may be eligible for rent assistance if they are displaced due to the conversion of use of their apartment building to condominium or cooperative ownership.

CASD also proposes rules and regulations for administration of the Rental Housing Conversion and Sale Act of 1980.

DHCD seeks one or more organizations which will support RAD and CASD operations by providing counseling and tenant education services to tenants and tenant groups. Grantees must provide counseling and training assistance to tenants and tenant organizations regarding the District's rental housing laws and tenant and landlord rights and responsibilities.

For CASD, grantee organizations must provide counseling and training concerning: (1) tenants' TOPA rights when a landlord intends to sell, demolish, or discontinue rental housing use; (2) transfers of rental housing ownership or economic interests; (3) assisting tenants or tenant organizations in exercising their right to purchase; (4) informing tenants or tenant organizations relating to partner-investors and assigning TOPA rights; (5) conversion of use from rental housing to condominium or cooperative ownership by tenant elections, or conversion in lieu of tenant elections; (6) the Housing Assistance Payment program and relocation assistance; (7) tenant organization formation, incorporation, and registration; (8) protections for elderly or disabled tenants; (9) coercive or retaliatory activities; (10) tenant rights when rental housing is in foreclosure; (11) notices of intent to convert use from rental housing to condominium or cooperative ownership; and (12) relocation counseling for displaced tenants.

For RAD, service providers must demonstrate the ability to counsel and train tenants and tenant organizations on rent control provisions including properties that are regulated by or exempted/excluded from rent stabilization under the Rental Housing Act:

1) petition- based and annual rent increases.
2) executing and filing tenant petitions.
3) responding to landlord petitions.
4) protections for elderly and disabled tenants.
5) RAD's conciliation services.
6) notices to vacate and eviction procedures.
7) disclosures to tenants.
8) changes and decreases in services and facilities.

9) learning about and securing enforcement of housing condition regulations.
10) security deposits.
11) understanding lease provisions.
12) rent increases if a property is not under rent control.
13) appealing decisions of the Rent Administrator or the Office of Administrative Hearings; and
14) relocation counseling for displaced tenants. Note: Advocacy on behalf of tenant groups, or tenant rights assignees– including, but not limited to, legal advice or advocacy on tenants or tenant organizations' behalf in negotiations with a property owner–is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators, and not as advocacy groups. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns, or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a grantee is to ensure that tenants understand all available options.

Direct Counseling to Tenants and Tenant Groups: tenant counseling services will be designed to educate tenants in privately-owned properties about their legal rights and opportunities. This service is to be provided to tenants and tenant groups which are not subject to foreclosure and have not selected to exercise their Opportunity to Purchase Rights and/or Right of First Refusal under TOPA. It also includes providing other services and tenant education, which may not fall into the categories of services outlined above, such as eviction counseling, relocation counseling, apartment search, or apartment management.

DHCD seeks one or more organizations with the capacity to bring a range of resources to prevent involuntary displacement and to provide opportunities for continued affordable rental housing. Grantees must provide counseling services to tenants and tenant groups which include, but are not limited to: (1) outreach to tenant groups upon notice of one-year potential for subsidy expiration; (2) technical assistance in negotiations between owners and HUD relative to the renewal of federal subsidy contracts; (3) counseling for tenants in buildings where the subsidy will be lost and the tenant(s) must move; (4) counseling for tenants who are behind in their rent on best-action options; and (5) appropriately referring tenants who are in landlord/tenant disputes to all available resources. Grantees must also conduct research using the many databases and research tools available to identify properties that have a critical need for counseling assistance, including but not limited to DCHousingsearch.org. Note: Advocacy on behalf of tenant groups or tenants' rights assignee –including, but not limited to, legal advice or advocacy on tenants or tenant organizations behalf in negotiations

with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators and not as tenant advocates. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a prospective grantee is to ensure that tenants understand all available options.

Additional Legal Citations Governing Programs in Category C.

Applicants to provide any service in this Category and should review in detail the legal citations governing DHCD's rental accommodation functions:
(1) the Rental Housing Act of 1985, D.C. Official Code § 42-3501 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapters 38-44.
(2) the Rental Housing Conversion and Sale Act of 1980, D.C. Official Code § 42-3401 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapter 47.
(3) the Condominium Act of 1976, D.C.

Official Code § 42-1901 et seq.; (4) D.C. Official Code § 42-1901 et seq.; (5) the First Right to Purchase Program, title 14 of the District of Columbia Municipal Regulation, chapter 2700; and (6) Housing Conditions, Title 14 of the District of Columbia Municipal Regulations, Chapters 1-15. Submission of an application relevant to these services presumes that the applicant intends to meet all requirements to provide counseling to tenants and tenant groups pursuant to these above referenced citations.

3.3 Geographic Distribution of Services

The Department's decision to select one or more grantees to provide services will be influenced by the potential geographical distribution of service among the qualified applications received. Applicants can designate their proposed service areas in the District based on their by-laws, Board policies, etc. However, the Department reserves the right to designate any service areas it deems appropriate or necessary in making awards and negotiating grant terms. In reviewing the applicant pool, the Department's priority will be to ensure that excellent affordable housing counseling and training services are provided to all low- and moderate-income citizens of the District of Columbia. The Department will seek to bring parity in the quality of all housing services provided for all areas of the District through the award and ongoing management of these grants.

3.4 Marketing and Outreach

Marketing Plan to be submitted: Marketing and outreach are critical aspects of the grant's work. Grantees' efforts ensure these programs and services' success and desired impact. No Grantee or service is exempt from this requirement. Applicants must submit a detailed marketing and outreach plan for the services they are applying for. The plan should be detailed and not assume an understanding that has not been stated. Marketing should be included in the proposed budget and work plan.

DHCD will review and approve the marketing plan. In accordance with agency policy, marketing activities should highlight partnerships with and funding by DHCD.

Aspects of Marketing and Outreach to be considered:

- Continuous and consistent marketing and outreach are essential to achieving these services' objectives and maximizing public awareness of DHCD housing programs.
- Because of DHCD's diverse target population, grantees must utilize various marketing tools.
- Grantees are responsible for distributing DHCD program materials at community forums, public events, homeownership meetings, and fairs. Marketing and outreach may include but are not limited to, websites, email blasts, blogs, listservs, Twitter, Facebook, YouTube, Hope Hotline, flyers, door-to-door visits, community meetings, use of cable television (Channel 16), and public service announcements.

Coordinated with the Department: The grantee's marketing and outreach must be coordinated with DHCD. Grantees are expected to continually assess the success and impact of their marketing efforts to identify the most effective and efficient ways of reaching low– and moderate-income populations.

Participation in Department Marketing Activities: As required by DHCD, Grantees must participate in public activities and events related to housing opportunities. These may include but are not limited to tabling at events, participating in panel discussions, and providing speakers to groups, agencies, or organizations that request them.

DHCD Acknowledgement: Grantees must always acknowledge such housing assistance activities as Department of Housing and Community Development programs in any distributed print or electronic materials. DHCD must approve all such materials before distribution.

Use of DHCD Logo: All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or entirely, by the Department.

1. The written or printed materials must include the authorized DHCD logo.
2. Written or printed materials include, but are not limited to, newspaper, radio, and television announcements or advertisements. Websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.

4. The grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to the Grantee.
5. The grantee must provide copies of all marketing materials, brochures, flyers, and other materials that publicize grant-funded activities to the Grantor via email at dhcd.occo@dc.gov
6. The grantee shall publicize as appropriate to its constituency through social media, print, and online postings, DHCD communications, and events related to Grant-supported activities.

Diversity and Language Access in Marketing: Grantees must demonstrate the capability to effectively serve and communicate with the District's various non-English speaking and special needs populations. This means that marketing and outreach materials must be made available in multiple languages and media based on the needs of those populations. The grantee must demonstrate its intent and capability to comply with the District's Language Access Law. In addition, grantees must demonstrate the availability of appropriate staffing to ensure compliance with the District's Language Access Law.

3.5 Focus Areas and Neighborhood Revitalization Strategy Areas (NRSA)

DHCD has identified specific areas of the District as "Focus Areas." These Areas represent areas where the District has invested in funding to create and preserve affordable housing. Focus Areas follow main routes through the District and their associated neighborhoods. In many cases, business owners are centered on these major routes, while resident services will be seen as more appropriate for those in the communities. Applicants must ensure services are delivered to low- and moderate-income households or areas as part of their program (Housing Services, Small Business Technical Assistance, Façade Improvement). This is a CDBG requirement.

- For Housing Counseling applicants, these Focus Areas should be used to plan outreach activities to inform residents of their services.
- For SBTA and Façade grantees, the Focus Areas define the geographical areas of the District in which they will provide services. In this latter case, the Focus Areas define not only their outreach area but also their service area.

NRSAs Targeting East of the River

The Department obtained the HUD designation for the Neighborhood Revitalization Strategy Area (NRSA) for the Focus Areas in Wards 7 and 8. DHCD has designated areas of Historic Anacostia in the city's Southeast and Far Northeast communities as Neighborhood Revitalization Strategy Areas (NRSAs). This designation will allow the city to target Community Development Block Grant (CDBG) funding that supports economic and community revitalization efforts. These include Martin Luther King Jr Avenue, Marion Barry Avenue, Minnesota Avenue, and Benning Road. However, all areas of Ward 7 and Ward 8 remain the focus of the grantee's work and outreach.

For communities outside of the NRSA areas, DHCD has designated Focus Areas throughout the District. Applicants are encouraged to partner with other community-based organizations. This collaboration can include cross-disciplinary collaboration. For example, a Façade grantee may partner with an SBTA grantee to provide business owners various services encompassing both disciplines. Housing service grantees may partner to promote or provide services one grantee offers, but another may not. The key to collaboration is an outlook of being partners, not competitors.

The following is a list of the Focus Areas and some of their associated neighborhoods. The outreach plans can include other nearby neighborhoods, mindful of the low-income requirements. Each applicant is asked to select one or more Focus Areas for their application. Please note that this is a minimum, and applicants may choose more than three. Applicants will be asked to provide reporting on outreach activities.

The following is a list of the Focus Areas outreach plans, mindful of the low and income requirements.

Focus Areas/Neighborhoods

- **16th St NW Corridor** near the intersection with Havard St NW (Columbia Heights) in Ward 1
- **Georgia Ave and New Hampshire Ave NW Corridor** (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- **Rhode Island Ave and South Dakota Ave NE Corridor** (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 4 and Ward 5
- **M Street and South Capitol Streets SW Corridor** (Greenleaf and Waterfront) in Ward 6
- **Benning Road and Florida Ave NE Corridor** (NoMa/Ivy City/Trinidad) in Ward 5 and Ward 6
- **Minnesota Ave and Benning Rd NE Corridor** (Benning, Greenway) in Ward 7
- **Pennsylvania Ave and Minnesota Aves SE Corridor** (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- **East Capitol and Benning Rd Corridor** (Capitol View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- **Marion Barry Ave and Martin Luther King Aves SE Corridor** (Historic Anacostia, Fairlawn, Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- **Marion Barry Ave and Alabama Aves Corridor** (Skyland, Woodland, Garfield Heights) in Ward 8
- **Martin Luther King Ave and Alabama Ave Corridor** (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- **South Capital St and Chesapeake St SE Corridor** (Bellevue, Washington Highlands) in Ward 8

FY25 Housing Counseling Services Workplan

Organization Name:
Grant Number:

Performance Period: 2/1/2025 to 09/30/2025

RFA Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	NRSA Ward 7 & 8 All Services	Total
A1	HUD Housing Counseling	20	Number of First Time Homebuyers Purchasing Homes	Public Service or NRSA	$40,000.00	$0.00	$32,791.00	$72,791.00
A1		100	Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		160	Number of 1:1 Counseling Sessions (Budget & Credit)					
A1		80	Number of unduplicated households					
A1		200	Number of 1:1 Homebuyer Counseling Sessions					
A1		67	Number of unduplicated households					
A2	8-Hour Homebuyer Class	12	Number of 8-hour Homebuyer Educations Classes	Public Service or NRSA	$10,000.00	$0.00	$10,000.00	$20,000.00
A2		67	Number of Attendees of 8-hour Homebuyer Classes					
A2		50	Number of DHCD Certificates issued					
A3	HPAP (EAHP/NEAHP)	28	Number of HPAP Pre Purchase Orientations conducted	Non-Public Service or NRSA	N/A	$67,000.00	$0.00	$67,000.00
A3	(NPS ONLY)	333	Number of Attendees at HPAP Orientations					
A3		67	Number of Files submitted to HPAP Administrators					
A3		267	Number of 1:1 HPAP Counseling Sessions					
A3		67	Number of unduplicated households					
A4	IZ/ADU Orientations	16	Number of IZ Orientations Conducted	Public Service or NRSA	$15,000.00	$0.00	$20,000.00	$35,000.00
A4		533	Number of Attendees at IZ Orientations					
A4		533	Number of DHCD Certificates issued					
A5	IZ/ADU Income Certifications	167	Number of IZ/ADU Income Cetifications completed	Public Service or NRSA	$15,000.00	$0.00	$20,000.00	$35,000.00
A6	PADD	0	Number of PADD group training/coaching	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
A6		0	Number of Attendees at PADD group training					
A6		0	Number of 1:1 PADD sessions (if applicable)					
A6		0	Number of unduplicated households receiving 1:1 PADD sessions					
A6		0	Number of PADD Income Certifications					
A7	General Housing Services & Information (Group Training)	7	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)	Public Service or NRSA	$20,000.00	$0.00	$0.00	$20,000.00
A7		50	Number of Attendees at Financial Literacy Trainings					
A7		0	Number of Homebuyer Clubs Meetings					
A7		0	Total of Attendees at Homebuer Club Meetings					
A7		0	Number of group trainings or workshops not reported in other categories					
A7		0	Number of Attendes at group trainings or workshops not reported in other categories					
B10	Eviction Counseling	0	Number of Eviction workshops	Public Service or NRSA	$25,000.00	$0.00	$10,000.00	$35,000.00
B10		0	Number of Attendees at Eviction workshops					
B10		83	1:1 Eviction Counseling					
B10		43	Unduplciated households 1:1 Eviction Counseling					
B10		0	Number referred to Attorney(s) for Legal Services					
B10		0	Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)					
B10		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)					
B10		0	Number Evictions Prevented					
B11	SFRR	0	Number of SFRRP Orientations conducted (required)	Public Service or NRSA	N/A			$0.00
B11		0	Number of 1:1 Intake sessions					
B11		0	Number of unduplicated households					
B11		0	Number of complete applications submitted in SFRRP Portal					
B12	Legal Services for Seniors, Coops and Condos	0	Senior households receiving legal services	Public Service or NRSA	N/A			$0.00
B12	(Law Firm Subrecipients Only)	0	Coop Associations receiving legal services					
B12		0	Condo Associations receiving legal services					
B12		0	Number of Pro Bono Legal Services Recruited and Retained					
B12		0	Number of Trainings for Law Firms (Trainings)					
B12		0	Number of Attendees at trainings for Law Firms (Attendees)					
B12		0	Number of new partnerships initiated					
B12		0	Total Number of Trainings to and work with Pro Bono Provided					
B12		0	Number of outreach presentations conducted					
B12		0	Number of outreach activities conducted					
B12		0	Number of Senior Households that received Legal Counsel or Consultation					
B12		0	Number of Senior households that received Legal Representation					
B12		0	# of clients helped with Schedule H					
B12		0	# of clients helped with life planning docs					
B12		0	# pro bono attorneys engaged in housing-related matters					
B12		0	# veterans receiving legal counsel/advice					
B13	Technical Assistance for Co-Ops and Condo Associations	0	Number of Co-Op Associations receiving Technical Assistance					
B13	Coops	0	Number of Action Plans written for Co-Op Associations					

B13	Coops	0	Number of Successful Outcomes for Co-Op Associations	Public Service or NRSA	$0.00			$0.00
B13	Coops	0	Number of Asset Management Improvement Services Provided for Co-Op					
B13	Coops	0	Number of Asset Management Tactical Support Services Provided to Co-Op					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Legal Assistant Services provided to Distressed Co-Op Associations					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Organization Sustainability Tactical Support Services Provided to Co-Ops					
B13	Coops	0	Number of Ownership Educations Sessions provided to different ownership models including shared equity					
B13	Coops	0	Number of Relocation Plans completed and accepted for Co-Ops					
B13	Coops	0	Numbers of Trainings on Board Operations Governance & Management to Co-ops					
B13	Coops	0	Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management					
B13	Coops	0	Number of written Asset Management & Sustainability Plans for Co-Ops					
B13	Condos	0	Number of Condo Associations receiving Technical Assistance					
B13	Condos	0	Number of Action Plans written for Condo Associations					
B13	Condos	0	Number of Successful Outcomes for Condo Associations					
B13	Condos	0	Number of Asset Management Improvement Services Provided for Condo					
B13	Condos	0	Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo					
B13	Condos	0	Number of Asset Management Tactical Support Services Provided to Condo					
B13	Condos	0	Number of Legal Assistant Services provided to Distressed Condo Associations					
B13	Condos	0	Number of Consultative Services Provided to Condo Associations and Clients					
B13	Condos	0	Number of Organization Sustainability Tactical Support Services Provided to Condo Associations					
B13	Condos	0	Number of Relocation Plans completed and accepted for Condo Associations					
B13	Condos	0	Numbers of Trainings on Board Operations Governance & Management to condo associations					
B13	Condos	0	Number of written Asset Management & Sustainability Plans for Condo Associations					
B13	Coops and Condos	0	Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed					
B13	Coops and Condos	0	Number of Associations (Coops and Condos) referred to private/ nonprofit Law Firm					
B13	Coops and Condos	0	Number of Trainings on Development including Relocation and Construction Management					
B14	Technical Assistance for Small Apartment Owners (25 units and less)	0	Number of Inquiries Received	Public Service or NRSA				$0.00
B14		0	Number of Owners/Managers receiving Services					
B14		0	Number of Action Plans Written					
B14		0	Number of Action Plans Implemented/Completed					
B14		0	Number of Owners/Managers needing Asset Management Guidance					
B8	General Home Management (Post Purchase Non-Delinquent)	0	Number of Homeownership Preservation Workshops	Public Service or NRSA	$10,000.00		$20,000.00	$30,000.00
B8		0	Number of Attendees at Homeownership Preservation Workshops					
B8		3	Number of Post-Purchase Workshops (not including Homeownership Preservation)					
B8		33	Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)					
B8		33	Number of 1:1 Post-Purchase Counseling Sessions					
B8		33	Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions					
B9	Foreclosure Counseling	3	Number of Foreclosure Workshops	Public Service or NRSA	$10,000.00		$20,000.00	$30,000.00
B9		13	Number of Attendees at Foreclsoure Workshops					
B9		33	Number of 1:1 Foreclosure Counseling Sessions					
B9		7	Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions					
B9		0	Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)					
B9		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)					
B9		0	Number referred to Attorney(s) for Legal Services					
B9		0	Number of Foreclosures Prevented					
C15	TOPA Pre-Purchase Counseling & Training	132	Number of TOPA Meetings with Tenant Association	Public Service or NRSA	$50,000.00		$60,000.00	$110,000.00
C15		1323	Number of Attendees at TOPA Meetings					
C15		8	Number of TOPA Training Workshops to Tenants					
C15		67	Number of Attendees at TOPA Training Workshops					
C16	TOPA Post-Purchase Counseling & Training	5	Number of TOPA Post Purchase Training Workshops	Public Service or NRSA	$10,000.00		$10,000.00	$20,000.00
C16		43	Number of Attendees at TOPA Post Purchase Workshops					
C16		0	Number of unduplicated households					
C16		600	Number of one on one counseling sessions					
C16		0	Number of group training/coaching					
C17	Tenant Counseling for HRA - Rental Accomodation Division	0	Number of unduplicated households	Public Service or NRSA	$10,000.00		$5,000.00	$15,000.00
C17		0	Number of one on one counseling sessions					
C17		43	Number of group training/coaching					
C17		43	Number of Attendees at group training/coaching					
Marketing	MARKETING AND OUTREACH	7	Housing Fairs	Public Service or NRSA	$18,542.00		$25,000.00	$43,542.00
Marketing		11	Other Tabling Events					
Marketing		6667	Flyers Distributed					
Marketing		47	Social Media Posts (Facebook, LinkedIn, Instagram)					
Marketing		0	Mailings					

Marketing		0	Paid Advertizing (display ads in print)					
Marketing		0	Other					
Marketing		0	Other					
	TOTALS	12104			$233,542.00	$67,000.00	$232,791.00	$533,333.00

LEFTOVER MONEY	$0.00	$0.00	$0.00
TOTAL AVAILABLE TO LEDC	$233,542.00	$67,000.00	$232,791.00

Exhibit B Budget

- Schedules A (3-1) and A (3-2) for the First Performance Period

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

Rev. 12/09/2024

ORGANIZATION NAME:	Latino Economic Development Corporation
PERIOD OF PERFORMANCE:	2/1/2025-9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	
WARD (if applicable):	
TYPE OF ACTIVITY:	

Instructions: *Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$426,507.71	$0.00	$426,507.71
Credit Report	$0.00	$0.00	$0.00
Space	$0.00	$0.00	$0.00
Insurance	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Training	$0.00	$0.00	$0.00
IT Services & Support	$0.00	$0.00	$0.00
Contractors & Consultants	$11,009.10	$0.00	$11,009.10
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$437,516.81	$0.00	$437,516.81
Total Indirect Costs (De Minimis Cost Rate 15%)	$95,816.18		$0.00
Total Costs	$533,333.00	$0.00	$437,516.81

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 12/09/2024

ORGANIZATION NAME:	Latino Economic Development Corporation
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 to 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Number of Hours	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
Personnel Subtotals						$355,423.10

Fringe Benefits (Max 20%)	$71,084.62
Total NBAP Grant Personnel Costs	$426,507.71

Exhibit C Required Reporting

- Monthly Performance Report
- Monthly Report of Group Trainings
- Monthly Report on Outreach and Marketing Activities
- Monthly Reporting of Special Activities
- Monthly Reporting of changes in personnel relative to grant work and payroll
- Quarterly Beneficiary Data
- Quarterly Language Access Report
- Quarterly Data Report

DC Department of Housing and Community Development

Deadline 00/00/0000

FY25 RFA: Housing Services

SHOW PROGRAM OVERVIEW | SHOW PROGRAM REQUIREMENTS | SHOW RFA SECTION 3.2 - HOUSING SERVICES: DESCRIPTION OF HOUSING PROGRAMS AND SERVICES | SHOW LIBRARY | HIDE ZOOMGRANTS HELP | SHOW ANNOUNCEMENTS 1

ZoomGrants Help [hide this]

Creating a New Application to Submit
The 'Saving' screen is still flashing…now what?
Missed Deadline FAQs
Invite Collaborators to Work on Application

Applicant View

Application Status: Not Submitted

Basic Information | Part I and II-Application Narrative Questions | Budget | Organizational and Financial Capacity | Required Attachments | Activity Log

Report: **OVERDUE** | Report Totals

Ask a Report Question

(answers are saved automatically when you move to another field)

Instructions Show/Hide

As in the past, Performance Reporting is divided into three sections:

- **Workplan Metrics** (numbers only),
- **Accomplishment Narrative** (Text Boxes), and
- **Various uploads** (spreadsheets usually).

This data is extremely important. Reports can affect performance goals and funding. Your reports are used to report to the City Administrator, the Mayor (including DMPED) and to the District Council and its Committee on Housing. Where uploads are required, **use excel files or Word files.** This will allow your information to be uploaded into the database and reported to District leaders.

For **Workplan Metrics,** use only numbers or leave it blank. **Letters such as N/A are to be avoided.** This will make your report impossible to be uploaded in the DHCD database and will require your corrections. Only numbers zero (0) and above can be used. If a metric is left blank, it will be treated as a zero.

In the **Accomplishment Narrative**, text boxes are provided to provide statements of activities or the information requested. In the first Report, please answer Question 22 (Points of Contact) with all points of contact for the areas mentioned. Thereafter in subsequent months, if there are no changes, it is okay to say, "No Changes". The same is true for Question 21 (staffing). Please answer Question 23 (Success Stories), Question 24 (Good News), Question 25 (Other DC agencies and initiatives). Question 26 is important. Remember the RFA asked applicants to align outreach to the Focus Areas mentioned on pages 33 and 34 of the RFA. Mentioning specific Focus Areas in the narrative for Q26 is helpful.

The **Document Upload** section is where excel spreadsheets (usually, sometimes Word Documents) are uploaded. **PDFs cannot be uploaded into database.** [The District of Columbia is fortunate to have many DC Based Programs such as HPAP, IZ/ADU, PADD, SFRRP, TOPA, HRA/RAD related activities, as well as direct services to tenants and tenant groups, and services to Condo/Coop Associations. DHCD staff need monthly reporting in order to better do their work and respond to the needs of DC citizens. These reports are shared directly with the appropriate program manager.]

There three areas of your activities will be reported on a monthly basis to help us meet our HUD and DC Government requirements and the needs of DC residents.

Reporting for Fiscal Year 2025 will begin with Report # 1. The end of Government's fiscal year (9/30/2025) will conclude with Report # 10 and the close-out of FY25 Purchase Orders. The complete schedule is below for the monthly report.

Other Reporting: Beneficiary Data and Language Access

Other reports are also required. These include **Beneficiary Report** and **Language Access Report.** These two reports are required on a quarterly basis. These reports will not be answered within ZoomGrants. The Office of Program Monitoring will provide the spreadsheets to use for these quarterly reports. Please see your Grant Agreement for additional information about the monthly and quarterly reports. Please note, the Beneficiary Report corresponds to the sources and uses of your Grant Agreement. A separate Beneficiary Report is needed for each type of funding awarded: Public Service (PS), Non-Public Service (NPS) and NRSA Wards 7 & 8 PS and NPS.

These quarterly reports will be due:

Oct/Nov/Dec 2/24/2025

Jan/Feb/March 4/10/2025

April/May/June 7/10/2025

July/August/Sept 10/10/2025

Please note we cannot extend these deadlines since they are HUD's deadlines and not in our control. Please submit your report on schedule.

Please remember HUD views reporting and reimbursement requests as inseparable and therefore to be coordinated at the same time. Please avoid not filing on the deadline.

Monthly Reporting on Performance and Accomplishments

Report Number Period Covers Due Date

Report Number	Period Covers	Due Date	Notes
Report 1	FY25 Q1 (Oct/Nov/Dec)	03/03/2025	
Report 2	January	03/03/2025	
Report 3	February	03/10/2025	
Report 4	March	04/10/2025	
Report 5	April	05/10/2025	
Report 6	May	06/10/2025	
Report 7	June	07/10/2025	
Report 8	July	08/10/2025	
Report 9	August	09/10/2025	
Report 10	September	10/10/2025	

In ZoomGrants reporting, there are data questions. Please enter only a whole number. If a particular question doesn't apply to your statement of work and workplan, please enter zero. The narrative questions also require a response. If there is nothing to report in the narrative, please enter a statement such as "No changes" or "Not applicable".

Report 1: 3/3/2025

This report is OVERDUE. Submit Report 1

Agency

This is a branching question. The system will remove questions that do not apply to you based on your answer to Question #1.

Please disregard the number sequencing.

1. Identify Your Agency Name

This is a branching question. Only the questions that apply to your agency will appear.

- ○ CARECEN-Central American Resource Center
- ○ Centro de Apoyo Familar

- ○ Greater Washington Urban League, Inc.
- ○ Housing Counseling Services
- ○ Latino Economic Development Corporation of Washington DC
- ○ Legal Counsel for the Elderly
- ○ Lydia's House in Southeast, Inc.
- ○ Manna, Inc.
- ○ Marshall Heights Community Development Organization, Inc.
- ○ Mi Casa
- ○ Neighborhood Legal Services Program of the District of Columbia
- ○ University Legal Services

Workplan Accomplishment Metrics

2. A1: HUD Housing Counseling

Ignore the auto-total number.

Number of First Time Homebuyers Purchasing Homes

Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)

Number of 1:1 Counseling Sessions (Budget & Credit)

Number of unduplicated households

Number of 1:1 Homebuyer Counseling Sessions

Number of unduplicated households

3. A2: 8-Hour Homebuyer Class

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of 8-hour Homebuyer Educations Classes

Number of Attendees of 8-hour Homebuyer Classes

Number of DHCD Certificates issued

4. A3: HPAP (EAHP/NEAHP)

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of HPAP Pre Purchase Orientations conducted

Number of Attendees at HPAP Orientations

Number of Files submitted to HPAP Administrators

Number of 1:1 HPAP Counseling Sessions

Number of unduplicated households

5. A4: IZ/ADU Orientations

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of IZ Orientations Conducted

Number of Attendees at IZ Orientations

Number of DHCD Certificates issued

6. A5: IZ/ADU Income Certifications

Ignore the auto-total number.

Number of IZ/ADU Income Cetifications completed

7. A6: PADD

Ignore the auto-total number.

Number of PADD group training/coaching

Number of Attendees at PADD group training

Number of 1:1 PADD sessions (if applicable)

Number of unduplicated households receiving 1:1 PADD sessions

Number of PADD Income Certifications

8. A7: General Housing Services & Information (Group Training)

Ignore the auto-total number.

Number of Financial Literacy Trainings (including but not limited to credit & budgeting)

Number of Attendees at Financial Literacy Trainings

Number of Homebuyer Clubs Meetings

Total of Attendees at Homebuer Club Meetings

Number of group trainings or workshops not reported in other categories

Number of Attendes at group trainings or workshops not reported in other categories

9. B8: General Home Management (Post Purchase Non-Delinquent)

Ignore the auto-total number.

Number of Homeownership Preservation Workshops

Number of Attendees at Homeownership Preservation Workshops

Number of Post-Purchase Workshops (not including Homeownership Preservation)

Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)

Number of 1:1 Post-Purchase Counseling Sessions

Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions

10. B9: Foreclosure Counseling

Ignore the auto-total number.

Number of Foreclosure Workshops

Number of Attendees at Foreclsoure Workshops

Number of 1:1 Foreclosure Counseling Sessions

Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number of Foreclsoures Prevented

11. B10: Eviction Counseling

Ignore the auto-total number.

Number of Eviction workshops

Number of Attendees at Eviction workshops

1:1 Eviction Counseling

Unduplciated households 1:1 Eviction Counseling

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number Evictions Prevented

12. B11: SFRR

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of SFRRP Orientations conducted (required)

Number of 1:1 Intake sessions

Number of unduplicated households

Number of complete applications submitted in SFRRP Portal

13. B12: Legal Services for Seniors, Coops and Condos

Ignore the auto-total number.

Senior households receiving legal services

Coop Associations receiving legal services

Condo Associations receiving legal services

Number of Training for Law Firms

Number of Attendees at law firm training

Number of outreach activities

Number of new partnerships initiated

Number of clients helped with Schedule H

Number of clients helped with life planning docs

Number pro bono attorneys engaged in housing-related matters

Number veterans receiving legal counsel/advice

14. B13: Technical Assistance for Coop

Ignore the auto-total number.

Number of Co-Op Associations receiving Technical Assistance

Number of Action Plans written for Co-Op Associations

Number of Successful Outcomes for Co-Op Associations

Number of Asset Management Improvement Services Provided for Co-Op

Number of Asset Management Tactical Support Services Provided to Co-Op

Number of Consultative Services Provided to Co-Op Associations and Clients

Number of Legal Assistant Services provided to Distressed Co-Op Associations

Number of Organization Sustainability Tactical Support Services Provided to Co-Ops

Number of Ownership Educations Sessions provided to different ownership models including shared equity

Number of Relocation Plans completed and accepted for Co-Ops

Numbers of Trainings on Board Operations Governance & Management to Co-ops

Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management

Number of written Asset Management & Sustainability Plans for Co-Ops

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Co-Op Associations

Number of Associations (Coops) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Co-Op Associations

15. B13: Technical Assistance for Condo Associations

Ignore the auto-total number.

Number of Condo Associations receiving Technical Assistance

Number of Action Plans written for Condo Associations

Number of Successful Outcomes for Condo Associations

Number of Asset Management Improvement Services Provided for Condo

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo

Number of Asset Management Tactical Support Services Provided to Condo

Number of Legal Assistant Services provided to Distressed Condo Associations

Number of Consultative Services Provided to Condo Associations and Clients

Number of Organization Sustainability Tactical Support Services Provided to Condo Associations

Number of Relocation Plans completed and accepted for Condo Associations

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

19. C17: Tenant Counseling for HRA - Rental Accommodation Division

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

Number of Attendees at group training/coaching

20. Marketing & Outreach

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Housing Fairs

Other Tabling Events

Flyers Distributed

Social Media Posts (Facebook, LinkedIn, Instagram)

Mailings

Paid Advertising (display ads in print)

Other

Accomplishment Narrative

21. Staffing Information: Any changes (terminations or new hires) in staff members who are on the grant? Or in the Executive Leadership or Management Team? Number of HUD Certified Counselors (expressed as FTEs) on staff at the

end of this reporting period?

Maximum characters: 1000. You have 1000 characters left.

22. Who are the current Points of Contact and email for the following: 1) Executive Leader (NOTE: Executive leader is copied on all communication): 2) Grant/Fund Development: 3) Grant/Accounting: 4) Program Managers/Directors/Supervisors:

Maximum characters: 1000. You have 1000 characters left.

23. Please provide us with client success story/stories for this quarter by program. You may provide a link to an article that has been written for other purposes (newsletter, website, or newspaper article).
Redact (use a pseudonym) for any client name or other personal identifying information if you have not received a release.

Maximum characters: 3000. You have 3000 characters left.

24. Any good news to share? Any events and activities coming up? (e.g. obtained other grant funds to leverage DHCD grant, Open Houses, Presentations, Community Events, etc.)
Upload a calendar of upcoming program events (in-person or webinars).

Maximum characters: 3000. You have 3000 characters left.

25. Describe your organization's involvement in other projects or initiatives with other District agencies.

Maximum characters: 3000. You have 3000 characters left.

26. Describe your marketing and outreach during this period. What groups or areas did you market to, numbers, and in what way did you contact them (mail, event, email, personal, media, etc.)?

Maximum characters: 3000. You have 3000 characters left.

27. Describe any specific obstacles (if any) to your organization's program or service delivery during this period?

Maximum characters: 3000. You have 3000 characters left.

Documents Requested *	Required?	Uploaded Documents *	
ALL: Procurement Report, as applicable Download template: Procurement Report			Upload
ALL: Language Access for Outreach and Group Sessions Download template: Language Access for Outreach and Group Sessions	Required		Upload
ALL: Calendar of Next Quarter (3 months) of Orientations, Trainings, Workshops & 8-Hour Classes	Required		Upload
A-2 HBE 8-Hour Class Attendance Certificates Download template: A-2 HBE 8-Hour Class Attendance Certificates			Upload
A-3 Homebuyer Assistance Program Intake Download template: A-3 Homebuyer Assistance Program Intake			Upload
A-4 IZ Orientation Attendance Certificates Download template: A-4 IZ Orientation Attendance Certificates			Upload
B-11 SFRRP Intake Download template: B-11 SFRRP Intake			Upload
C-15 and C-16 TOPA Reporting Download template: C-15 and C-16 TOPA Reporting			Upload
C-17 Training for Tenants and Tenant Organizations Download template: C-17 Training for Tenants and Tenant Organizations			Upload

* *ZoomGrants™ is not responsible for the content of uploaded documents.*

CDBG PUBLIC SERVICE* HOUSING COUNSELING (HC) PROGRAM

HEAD OF HOUSEHOLD DEMOGRAPHICS

IDIS Number	
Community Based Organization (CBO)	
National Objective/Matrix Code	
Project Analyst	
Proposed HOUSEHOLDS TO Serve	
Total HOUSEHOLDS Served	
Difference Used for CAPER Analysis	

Tip #1	Avoid Duplicative Reporting
Tip #2	Complete each cell; even if N/A (Not Applicable)
Tip #3	Do not complete Greyed-Out Cells
Tip #4	Based on HEAD of HOUSEHOLD
Tip # 5	Submit Quarterly
Tip #6	Public Service - HC that cannot show proof a home was purchased.
Tip # 7	OPM - Kelly Ann Morrow, DHCD Grant Management Officer, kelly-ann.morrow@dc.gov

HEAD OF HOUSEHOLD CHARACTERISTICS

Race/Ethnicity/Household Composition	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
White	0	0		0	0																					0	0	0
Black/African American	0	0		0	0																					0	0	0
Asian	0	0		0	0																					0	0	0
Native American/Alaskan Native				0	0																					0	0	0
Native Hawaiian/Other Pacific Islander				0	0																					0	0	0
Native American/Alaskan Native & White				0	0																					0	0	0
American Indian/Alaskan Native & White				0	0																					0	0	0
Asian & White				0	0																					0	0	0
Black/African American & White				0	0																					0	0	0
Native American/Alaskan Native & Black/African American				0	0																					0	0	0
Other Multi Racial				0	0																					0	0	0
Did Not Report				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Income Data (In accordance with HUD Part 5)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
Extremely Low 0-30 %	0			0	0																					0	0	0
Low 31%-50%	0			0	0																					0	0	0
Moderate 51%-80%	0			0	0																					0	0	0
Non-Low/Moderate 81% - 110%				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Additional Data (Does not apply to Single Family Residential Rehabilitation Program)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
With New or Continuing Access to Service or Benefit	0			0	0																					0	0	0
With Improved Access to Service or Benefit				0	0																					0	0	0
Received a Service or Benefit that is No Longer Substandard				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Language Access

The recent Executive Order of the President makes English the Official Language of the United States.

Grantees may translate forms, document, trainings into other languages as they deem appropriate for the benefit of clients.

Grantees may also make provision for clients to have access who are English Proficient/Non-English Proficient (LEP/NEP).

The Language Access line remains available to Grantees. OPM can provide the phone number.

Grantees are encouraged to report on a quarterly basis concerning language accommodation for clients.

Tracking includes:

- Language
- Use of interpreter, bi-lingual staff person or language access telephonic line
- Used on the group basis or individual and the number of each

Exhibit D Method to determine Client Eligibility for Services

Method to determine Client Eligibility for Services:
By Household

DHCD will provide the spreadsheet to use for this Quarterly Report

If a grantee has two or three sources/uses of grant funds, a separate report is needed for each.

Sources/Uses includes

1. Public Services (PS),
2. Non-Public Services (NPS) and
3. NRSA Wards 7 & 8 PS & NPS.

For each the Household report includes:

Section 1

Grantees will provide the following information concerning race/ethnicity which shall be recorded by

- Ward,
- Head of Household,
- Tenant/Owner

White
Black/African American
Asian
Native American/Alaskan Native
Native Hawaiian/Other Pacific Islander
Native American/Alaskan Native & White
American Indian/Alaskan Native & White
Asian & White
Black/African American & White
Native American/Alaskan Native & Black/African American
Other Multi Racial
Did Not Report
TOTAL

Section 2

Also, each household shall be counted by income category using the CDBG income categories and dollar amounts. (See chart in this exhibit.)

Section 3

Lastly, each household shall be counted by CDNG service category.

With New or Continuing Access to Service or Benefit
With Improved Access to Service or Benefit
Received a Service or Benefit that is No Longer Substandard

The Number of Households in each of the above calculations be the same. That is, if 100 households are reported in Section 1, there must be 100 in reported also in Sections 2 and 3.

This procedures is repeated for:

- Non-Public Service Activities
- NRSA Wards 7 & 8 Public Service and Non-Public Service

INCOME LIMITS WITH UNCAPPED LIMITS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
U.S. Department of Housing and Urban Development (HUD) FY 2023
Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	**84,400**	**96,450**	**108,500**	**120,550**	**130,200**	**139,850**	**149,500**	**159,150**

	Median Income	**Family Four Low Income Limit**
DC	**$152,100**	**$95,300**

This grant will consider eligibility based on Household Beneficiary Data

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit E Budget Modification Form

BUDGET MODIFICATIONS

To request a Budget Modification, please reach out to your Point of Contact with Community Services to request the excel file.

The excel file should be returned to Community with the details (below) about your request. You may also send a PDF of the excel file in addition to the excel file itself. The excel is needed to upload to the database.

There should be a cover letter from the Executive Director requesting the modification as outlined in excel file attached. Only the Executive Director as a signatory to the Grant Agreement can request a Budget Modification.

The Excel file will guide you through the process.

The Excel template asks you for each line item in the A 3-2 (Personnel) to indicate the current budget and the requested budget modification for:

- Hourly rate
- Number of Hours to be charged to the Grant (total for the year)

Similarly for the A 3-1 the template asks the current Budget Amount for each line item and the requested modification amount for each line item in the A 3-1.

Each line item in the A 3-1 and A 3-2 must be included in the Modification.

The deadline to request a Budget Modification is June 1st of each year.

The Community Services team is available to provide technical assistance.

Cost Category	Current Budget	Increase (Decrease)	Requested Modificastion Amount
Personnel (Salary & Fringe)	$0.00	$0.00	$0.00
Credit Report	$0.00	$0.00	$0.00
Space	$0.00	$0.00	$0.00
Insurance	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Training	$0.00	$0.00	$0.00
IT Services & Support	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$0.00	$0.00	$0.00
Total Indirect Costs (De Minimis Cost Rate 15%)	$0.00		$0.00
Total Costs	$0.00	$0.00	$0.00

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit F Drug Free Workplace Certification

Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants also should review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact.

1. Lobbying

As required by Section 1352, Title 31 of the U.S. Code and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) no Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) if any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - III, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) the undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. Debarment, Suspension, and Other Responsibility Matters (Direct Recipient)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510–

A. The applicant certifies that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public Federal, State, or local transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification); and

(d) have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F. for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620–

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) establishing an on-going drug-free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace,

(2) the applicant's policy of maintaining a drug-free workplace,

(3) any available drug counseling, rehabilitation, and employee assistance programs, and

(4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) abide by the terms of the statement; and

(2) notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020. Notice shall include the identification number(s) of each effected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and incising termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (1), (c), (d), (e), and (f).

B. The applicant may insert in the space provided below the sites) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, ZIP code)

4. Drug-Free Workplace (Grantees Who Are Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, subpart F, for grantees as defined at 28 CFR Part 67; Sections 67 615 and 67.620–

1. as a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

2. if convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Housing and Community Development
1800 Martin Luther King Jr., Avenue SE
Washington, DC 20020.

As the duly authorized representative of the applications,
I hereby certify that the applicant will comply with the above certifications.

Grantee Name and Address Latino Economic Development Center, 1401 Columbia Rd NW, Unit C-1, Washington DC, 20009

Latino Economic Development Center Housing Services

1. Application Number and/or Project Name

52-1749216

2. Grantee IRS/Vendor Number

Emi Reyes, Executive Director

3. Typed Name and Title of Authorized Representative

Emi Reyes (Oct 3, 2024 17:04 EDT)

4. Signature

10/02/24

5. Date

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit G Service Area Eligibility

This grantee provides services to residents of all DC Wards and will focus on the neighborhoods in these corridors where DHCD has invested resources for housing development.

- 16th St NW Corridor near the intersection with Havard St NW (Columbia Heights) in Ward 1
- Georgia Ave and New Hampshire Ave NW Corridor (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- Rhode Island Ave and South Dakota Ave NE Corridor (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 5
- M and South Capitol Streets SW Corridor (Greenleaf/Waterfront) in Ward 6
- Benning Road and Florida Ave NE Corridor (NoMa/Ivy City/Trinidad) Ward 6
- Minnesota Ave and Benning Rd NE Corridor (Benning, Greenway) in Ward 7
- Pennsylvania Ave and Minnesota Aves SE Corridor (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- East Capitol and Benning Rd Corridor (Capital View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- Marion Barry Ave and Martin Luther King Aves SE Corridor (Historic Anacostia, Fairlawn Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- Marion Berry Ave and Alabama Aves Corridor (Skyland, Woodland, Garfield Heights) in Ward 8
- Martin Luther King Ave and Alabama Ave Corridor (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- South Capital St and Chesapeake Aves SE Corridor (Bellevue, Washington Highlands) in Ward 8

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit H Insurance Requirements

DHCD-BILL WINSTON-GRANT FOR VARIOUS COMMUNITY-BASED ORGANIZATIONS HOUSING COUNSELING AND SERVICES AF07082024

INSURANCE

A. GENERAL REQUIREMENTS. The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this grant, the types of insurance specified below. The Grantee shall submit a Certificate of Insurance to the Grant Administrator (GA) giving evidence of the required coverage prior to commencing performance under this grant. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the GA.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Grantee and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this grant, with the understanding that any affirmative obligation imposed upon the insured Grantee or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its subcontractors, and not the additional insured. The additional insured status under the Grantee's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the GA in writing. All of the Grantee's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Grantee or its subcontractors, or anyone for whom the Grantee or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the GA with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the GA in writing), covering liability for all ongoing and completed operations of the Grantee and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an

Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or it's equivalent) to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the GA in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee in connection with work under this agreement, with a minimum combined single limit of $1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Grantee shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Defense costs shall be in addition to and not erode the limits of liability
e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or it's equivalent)

3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

   Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   The Workers Compensation and Employers Liability shall be further endorsed to:
   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the GA of commercial umbrella or excess liability insurance with minimum limits of $5,000,000 per occurrence and $5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS
Any and all subcontractors engaged by Grantee for work under this agreement shall be required to have the same insured required of Grantee. Should the Grantee wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Grantee shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Grantee. In either instance, the Grantee must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

E. DURATION. The Grantee shall carry all required insurance until all grant work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this grant and two years for non-construction related grants.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the Grantee's liability under this grant.

G. CONTRACTOR'S PROPERTY. Grantee and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.

H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the grant price.

I. NOTIFICATION. The Grantee shall ensure that all policies provide that the GA shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Grantee no long complying with the above requirements. The Grantee shall provide the GA with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the GA with an updated Certificate of Insurance should its insurance coverages renew during the grant. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Grantee at least 30 days' notice of the change. Grantee must comply, at your expense, and deliver to the GA evidence of compliance before the change becomes effective.

J. CERTIFICATES OF INSURANCE. The Grantee must send to GA, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Grantee must also provide us with evidence of renewal before the expiration date of each insurance policy. Grantee is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . Certificates of insurance must reference the corresponding grant number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:
William Winston, Grant Administrator (DHCD)
1909 Martin Luther King Jr Av SE, Washington DC 20020
771-208-9628
Bill.winston@dc.gov

The GA may request and the Grantee shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Grantee expires prior to completion of the grant, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the GA prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the GA on an annual basis as the coverage is renewed (or replaced).

K. DISCLOSURE OF INFORMATION. The Grantee agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Grantee, its agents, employees, servants or subcontractors in the performance of this grant.

L. CARRIER RATINGS. All Grantee's and its subcontractors' insurance required in connection with this grant shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.

M. WARRANTIES. When applicable, the Grantee should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). GA should collect, review for accuracy, and maintain all warranties for goods and services.

Exhibit I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Mayor's Order 2023-131

GOVERNMENT OF THE DISTRICT OF COLUMBIA
ADMINISTRATIVE ISSUANCE SYSTEM

Mayor's Order 2023-131
October 31, 2023
SUBJECT: Updated District Government Sexual Harassment Policy, Guidance, and Procedures

ORIGINATING AGENCY: Office of the Mayor

By virtue of the authority vested in me as Mayor of the District of Columbia by sections 422(2), (3), and (11) of the District of Columbia Home Rule Act of 1973, 87 Stat. 790; Pub. L No. 93-198, D.C. Official Code §§ 1-204.22(2), (3), and (11), it is hereby **ORDERED** that:

I. PURPOSES AND BACKGROUND

This Order incorporates provisions of, updates, and supersedes Mayor's Order 2017-313, dated December 18, 2017, regarding sexual harassment in District of Columbia ("District") Government workplaces.

In addition to providing procedural updates to the District's sexual harassment policy, this Order establishes and directs the Sexual Harassment Task Force to further examine the District's sexual harassment policies and provide recommendations to further the goal of a harassment-free workplace; establishes obligations of District Government employees; adds Mayor's direct reports to those required to be referred for outside investigation of sexual harassment; and bans all sexual and romantic relationships between supervisors and the employees in their chain of command.

This Order reaffirms that the District Government does not tolerate any form of inappropriate workplace conduct including sexual harassment, nor does it tolerate sexual harassment in non-employment interactions between District Government employees and the public. Sexual harassment is recognized as one of the most unjust, demeaning, and demoralizing examples of workplace misconduct.

This Order also requires that employees be trained on sexual harassment every year and provides additional specificity as to the qualifications and role of Sexual Harassment Officers.

Further, this Order directs agency compliance with the Sexual Harassment Data Collection and Reporting Act of 2022, D.C. Law 24-171, D.C. Official Code § 1-546.01, and clarifies, consistent with the Human Rights Enhancement Amendment Act of 2022, D.C. Law 24-172, D.C. Official Code § 2-1402.11(c-2), the definition of sexual harassment.

II. INDIVIDUALS AND ENTITIES COVERED

A. Prohibitions and Protections

1. This Order is intended broadly to prohibit sexual harassment in all interactions with District Government employees and officials and persons acting on behalf of the District Government, and to facilitate speedy investigation and non-monetary remedial action including warnings to stop offensive behavior, additional training, reassignments, and personnel and contract actions.

2. The District of Columbia prohibits workplace sexual harassment by all District Government employees and officials. The prohibition applies to harassment of other employees and officials and to harassment of third parties

and members of the public interacting with the District Government, such as vendors, contractors, grantees, customers, clients, and other persons visiting or working at District Government worksites or service sites inside and outside District Government agencies.

3. Likewise, contractors and grantees carrying out work on behalf of the District Government shall not sexually harass colleagues who carry out work on behalf of the District Government; District Government employees; or customers, clients, or beneficiaries of the services the contractors and grantees provide on behalf of the District Government; and those clients, customers, beneficiaries, employees, and colleagues may file complaints that trigger sexual harassment investigations and possibly remedies. Remedies may include requiring the contractor or grantee to use alternate personnel to provide services, and other remedies available under the contract or grant agreements up to and including contract or grant termination or non-renewal of the grant or contract.

4. In addition, sexual harassment by District Government clients, customers, or visitors against District Government employees, contractors, or grantees, or other clients, customers, or visitors, at District Government worksites or service sites, is prohibited and complaints made against District Government employees who sexually harass contractors, grantees, agency clients, customers or visitors, upon investigation, may result in discipline of the employee and accommodations of the contractor, grantee, customer or visitor, such as having another government official assigned to the matter.

5. In the course of their duties as members of District of Columbia boards and commissions, board and commission members are bound by the prohibitions, procedures, and deadlines set forth in this Order.

6. Not every procedure set forth in this Order applies to persons not working for the District Government.

B. Scope

1. Laws prohibiting sexual harassment apply throughout the District Government. The agencies listed below should either use the training, procedures, information, and processes provided in this Order, or their own, similar ones. To the extent District law requires centralized reporting, the reporting requirements in this Order apply to all agencies.

2. Those agencies include the Office of the Attorney General, the Office of the Chief Financial Officer, the Board of Elections, the Zoning Commission, the Public Service Commission, the Commission on Arts and Humanities, the Washington Convention and Sports Authority (Events DC), the Board of Education, the University of the District of Columbia, the DC Public Library, the DC State Athletics Commission, the Public Charter School Board and public charter schools, the Office of the People's Counsel, the District of Columbia Water and Sewer Authority (DC Water), the Green Finance Authority, the Health Benefit Exchange Authority, the Not-for-Profit Hospital Corporation, the Contract Appeals Board, the DC Retirement Board, the Office of Employee Appeals, the DC National Guard, the Criminal Justice Coordinating Council, the Office of Police Complaints, the Corrections Information Council, and the Uniform Law Commission.

3. This Order does not apply to the Council of the District of Columbia, Advisory Neighborhood Commissions, or the DC Courts, and agencies and offices subordinate to them.

III. SEXUAL HARASSMENT

A. Through the Human Rights Enhancement Amendment Act of 2022, D.C. Law 24-172, effective September 21, 2022; D.C. Official Code § 2-1402.11(c-2), the Council has, in the employment context, expanded the definition of "harassment" and "sexual harassment" under the D.C. Human Rights Act to provide that sexual harassment includes conduct of a sexual nature, "whether direct or indirect, verbal or nonverbal, that unreasonably alters an individual's terms, conditions, or privileges of employment or has the purpose or effect of creating an intimidating, hostile, or offensive work environment."

B. In addition, sexual harassment includes "sexual advances, requests for sexual favors, or other conduct of a sexual nature where submission to the conduct is made either explicitly or implicitly a term or condition of employment or where submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual's employment." This is sometimes referred to as quid pro quo sexual harassment.

C. In determining whether sexual harassment has taken place, the D.C. Human Rights Act states that "conduct need not be severe or pervasive to constitute harassment" and that "no specific number of incidents or specific level of egregiousness is required."

D. Examples of conduct that can contribute to or constitute sexual harassment or an intimidating, hostile, or offensive work environment include:

1. Sex acts;

2. Display of sexual organs;

3. Using sexually oriented or sexually degrading language describing an individual or their body, clothing, hair, accessories, or sexual experiences;

4. Sexually offensive comments or off-color language, jokes, or innuendo that a reasonable person would consider to be of a sexual nature, or belittling or demeaning to an individual or a group's sex, sexual orientation, or gender identity;

5. "Sexting" or seeking or sending pictures of intimate body parts;

6. Taking or displaying pictures of body parts meant to be covered up (such as "upskirting" pictures);

7. Displaying or disseminating sexually suggestive objects, books, screensavers, magazines, photographs, music, cartoons, or computer internet sites or references;

8. Unnecessary and inappropriate touching or physical contact, such as intentional and repeated brushing against a colleague's body, touching or brushing a colleague's hair or clothing, massages, groping, patting, pinching, or hugging, that a reasonable person would consider to be of a sexual nature;

9. Leering, ogling, or making sexually suggestive gestures or sounds, such as whistling or kissing noises;

10. Making inquiries about someone's private sex life or describing one's own sex life;

11. Workplace sexual comments, conduct, displays and suggestions between two willing parties in the presence of another that are inconsistent with professional workplace norms;

12. Any unwanted repeated contact, including, but not limited to in-person, or telephonic, for romantic or sexual purposes;

13. Giving a preference to someone who is engaged in a dating, romantic, or sexual relationship based on the relationship to the disadvantage of someone who is not engaged in a dating, romantic, or sexual relationship; and

14. Sexual assault, stalking, trapping someone such that they are not free to leave and a sexual encounter is expected or threatened, threats of bodily harm relating to sex or the refusal to have sex, or other crimes related to acts of sexual harassment.

E. Further, the District may treat some conduct of a sexual nature as misconduct, even when it does not rise to the level of unlawful sexual harassment actionable under the D.C. Human Rights Act. As an example, an employee who tends to greet people with a hug may have been warned that the conduct was offensive to some employees and then hugs an employee whom they have not seen in many months. The conduct may not rise to the level of "unreasonably altering the individual's terms, conditions, or privileges of employment," but it could constitute misconduct since they had been warned that some employees associate hugging with unwanted sexual contact that is offensive in the work environment.

IV. DATING, ROMANTIC, AND SEXUAL RELATIONSHIPS IN THE WORKPLACE

A. Prohibitions

1. Prohibitions on certain dating, romantic, or sexual relationships in the workplace exist to prevent real or perceived impropriety, favoritism, conflicts of interest due to power dynamics, control of an employee's assignments and performance reviews, as well as to advance fairness for all other employees, contractors, grantees, and clients. Even consensual dating, romantic, or sexual relationships can generate allegations of favoritism based on sexual relationships or sexual harassment by one of the parties or a third party. Relationships, or aspects of relationships, that may be perceived as consensual by one party may be considered coerced or harassing by the other party due to power dynamics, and relationships that start consensually may evolve into sexual harassment.

2. Subject to the conditions and implementation procedures discussed in this Order, it is now the policy of the District Government that a dating, romantic, or sexual relationship between a supervisor and any employee in the chain of command they supervise – whether supervision is direct or indirect, operational or situational – is prohibited. Note that chain of command in this definition may span agencies or divisions within an agency.

3. In addition, District Government employees shall not initiate a dating, romantic, or sexual relationship with trainees, recruits, or interns, regardless of the employee's assignment in relation to the trainee, recruit, or intern if the employee is in the same agency as the trainee, recruit, or intern.

4. Further, this Order prohibits dating, romantic, and sexual relationships when they are prohibited by applicable professional or ethical standards, such as lawyer-client, doctor-patient, or social worker-client.

5. District Government employees shall not participate personally and substantially in particular matters that affect or could affect the financial interests of someone with whom they are in a dating, romantic, or sexual relationship, whether that person is an employee, grantee, contractor, or client of the agency.

B. Designation of Person or Committee to Resolve Issues Surrounding Workplace Relationships; Existing Relationships

1, By November 17, 2023, District Government agency directors shall designate their own agency human resources agency/officers, another appropriate officer, or an office or committee to receive disclosures of relationships and resolve workplace issues arising from any prohibited dating, romantic, or sexual relationship on a case-by-case basis consistent with this Order; absent such a designation, disclosures shall be made to the Director.

2. By December 8, 2023, existing relationships that fall within the prohibitions of this Order must be disclosed to the designee identified in subsection IV.B.1. of this Order, in the manner specified by their agency or on a form to be created by DCHR, whereupon the situation will be evaluated and a resolution determined.

3. Resolution may involve giving the employees a defined but reasonable time to find a new position where the relationship is not implicated by this Order; shifting reporting structures to take the relationship out of a prohibited status; or establishment of recusal structures when the employees do not work in the same agency or division but they heretofore were in situational or operational chains of command.

4. To the extent adjustments are made in work sites or shifts, reporting structures, job duties or any other factor for one or both of the persons in the relationship, agencies shall endeavor to afford such options on a voluntary basis for all concerned, particularly if an employee not involved in a prohibited relationship is affected by any proposed accommodation of the relationship.

5. If no satisfactory resolution of the prohibited relationship can be reached, the persons in a dating, romantic, or sexual relationship may request a waiver of the provisions of this Order. Waiver requests shall be submitted to the Mayor and shall be accompanied by a recommendation from the agency or agency designee. Waiver requests may include any information relevant to the determination and shall be on a form to be created by the Department of Human Resources ("DCHR").

6. Agencies may make reasonable efforts to assist with a transfer or reassignment, without prejudicing either employee (or any other employee), but it is not the responsibility of the personnel authority or the agency to restructure their agency operations or find a new position for someone in the relationship. No agency is required to grant a request or application for a transfer.

7. Agencies may promulgate regulations or policies consistent with this Order to effect its implementation and to provide consistent treatment for employees facing this situation, though each relationship may pose unique issues. Agencies may also issue rules explaining in more detail for their agencies' employees and contractors how terms such as "dating," "chain of command" and "trainee" are to be interpreted considering their agency's operations. Agencies may prohibit dating, romantic, or sexual relationships with their own clients or clients of the agency or a subset of the agency, as the agency deems appropriate to prevent factual or perceived impropriety or favoritism. For instance, an agency with both social workers and non-licensed employees providing case work to agency clients could extend the ban on dating and sexual relationships with clients to their non-licensed employees, to hold them to the same professional standards as their licensed colleagues.

8. By December 12, 2023, agencies shall report the number of disclosed relationships to the Mayor's Office of Legal Counsel ("MOLC") and the contact information of the person handling requests for accommodation, for consideration by the Sexual Harassment Taskforce.

C. Disclosure of Relationships

1. In addition to the disclosures of existing relationships required by Section IV.B., if by promotion or agency reorganization or other circumstance, two employees in a dating, romantic, or sexual relationship would fall into a prohibited relationship status, their relationship must be disclosed as soon as the possibility of falling into prohibited status is realized by either person in the relationship.

2. If there is a reasonable likelihood that someone would raise a credible charge that there was or could be preferential treatment based on a dating, romantic, or sexual relationship that is not in a chain of command, then the employees involved in the dating, romantic, or sexual relationship must also report their relationship to the person or office designated pursuant to Section IV.B. Such reporting is necessary for consideration of whether additional safeguards are necessary and whether the prohibition on relationships based on situational supervision is implicated.

D. New Relationships

Generally, if two persons in a chain of command wish to begin a dating, romantic, or sexual relationship with each other, one party to the relationship should apply for a transfer or otherwise seek employment that eliminates the supervisory relationship before the relationship begins so that no prohibited relationship commences. For example, a supervisor may be transferred to another supervisory role so that they are not in the chain of command with the other person.

E. Conduct

1. District Government employees in a dating, romantic, or sexual relationship with another District Government employee, or client/customer of their agency, or grantee or contractor of their agency, shall conduct themselves in an appropriate manner while on duty and shall not engage in behavior that detracts from a professional work environment.

2. Any sexual activity at work sites or during an employee's working hours, regardless of location, is prohibited.

F. Violations

A violation of a provision of this Order regarding dating, romantic, or sexual relationships may not constitute sexual harassment as defined above, but an employee who engages in a prohibited relationship under Section IV.A. of this

Order or fails to disclose a relationship that is required to be disclosed shall be subject to appropriate personnel action, up to and including termination.

G. Legal Representation

If legal action is commenced against the District of Columbia and/or a supervisor who engaged in a dating, romantic, or sexual relationship with an employee, or a person engaged in a potentially-conflictual relationship, the existence of the sexual or romantic relationship will be a factor in the District of Columbia's decision to provide legal representation to the supervisor or the employee(s) engaged in a relationship.

V. PROCEDURES FOR STOPPING SEXUAL HARASSMENT; REPORTING AND INVESTIGATING SEXUAL HARASSMENT CLAIMS

A. Employee Obligations

1. District Government employees are bound by the principles set forth in the Code of Conduct at 6B DCMR §§ 1800.2–1800.4 and are expected to act at all times in a manner reflecting their roles as public servants. Depending on an employee's role in the District Government, the obligations regarding the prevention of sexual harassment may differ. "Employees" for the purpose of this Order include contractors engaged by the District Government performing work on behalf of the District similar to that as its employees, such as at District worksites.

2. All employees are obligated to:

a. Refrain from engaging in behavior that constitutes sexually harassing conduct;

b. Refrain from initiating or conducting a prohibited dating, romantic, or sexual relationship as described in Section IV.A. of this Order;

c. Disclose their own dating, romantic, or sexual relationships with other employees if required in Section IV.D. of this Order;

d. Affirm their agreement to comply with this Order;

e. Complete annual sexual harassment training;

f. Cooperate fully in any inquiry or investigation into an alleged violation of this Order; and

g. Refrain from any behavior that may call into question the impartial and harassment-free provision of services to constituents, agency clients or customers, contractors, or grantees.

3. Supervisors should take particular care to avoid conduct that could lead to allegations of sexual harassment, considering time, place, and situations of interactions with employees.

B. Employee Communication

1. To avail themselves of the procedures and protections of this Order, when a District Government employee finds conduct unwelcome, intimidating, or offensive, they may: (a) tell the person who is engaging in offensive or inappropriate sexual conduct to stop and that such conduct is unwelcome; or (b) ask the employee's supervisor, General Counsel, or Sexual Harassment Officer to advise the person that the conduct is offensive and unwelcome; or (c) proceed immediately to file a complaint of sexual harassment under this Order.

2. Employees and others engaged in intervention are encouraged to document all intervention efforts or requests to cease reported inappropriate sexual conduct, including conversations, texts, or email exchanges.

C. Reporting Allegations of Inappropriate Conduct of a Sexual Nature or Sexual Harassment

1. All District Government employees are encouraged to help ensure that District Government workplaces are free of sexual harassment. Employees who know of incidents of inappropriate conduct of a sexual nature, as well as behavior that may create an intimidating, hostile, or offensive work environment, or who are victims of inappropriate conduct of a sexual nature, should report the inappropriate conduct.

2. Employees may report to the Sexual Harassment Officer ("SHO") of their agency or any other agency, or the supervisor or manager of the employee engaging in inappropriate conduct, to their own supervisor, or to the agency General Counsel. Contractors, grantees, and customers of agencies may report allegations of inappropriate conduct of a sexual nature to the SHO of the relevant agency or any other agency, the relevant agency's General Counsel, the supervisor of the employee who engaged in the alleged inappropriate conduct, or their grant or contract administrator.

3. Allegations of sexual harassment against the Mayor, City Administrator, Mayor's Chief of Staff, Mayor's Senior Advisor, Director of the MOLC, any Deputy Mayor, or any official who directly reports to the Mayor, shall be referred to the Inspector General to determine if the allegation is credible, in which case it shall be referred for independent investigation. Such investigations shall be carried out by an entity outside the District Government and those reports shall be provided to MOLC (or the City Administrator if the allegation is against the Director of the MOLC) and the Inspector General.

D. Agency Responsibilities

1. Sexual Harassment Officers ("SHOs") and Investigations

a. Each Deputy Mayor's Office and each agency shall designate a primary SHO and an alternate SHO and shall update the designations, as needed, on an ongoing basis. Each agency shall provide the names of its SHOs to DCHR, and DCHR shall maintain a current District-wide list of agency SHOs. Further, pursuant to D.C. Official Code § 1-546.01(2), SHOs shall be registered with the Office of Human Rights ("OHR").

b. SHOs shall be trained and qualified to serve. To be qualified to serve as a SHO, individuals must have taken and continue to take annual training provided by DCHR and OHR. SHOs may but are not required to be an agency's Equal Employment Opportunity ("EEO") officer, or human resources manager; they must be competent in EEO laws and be designated by the agency to accept sexual harassment complaints and to review and investigate claims. SHOs need not be attorneys.

c. The primary and alternate SHOs for a smaller agency may be employees of another agency (i.e., the SHO of a larger agency may serve as the SHO for a smaller agency). An agency of any size may also obtain assistance from another agency's SHO in handling a particular investigation, including having another agency's SHO carry out an investigation, where there is a possibility of the appearance of a conflict of interest, or for administrative convenience. For the purposes of this Order, a smaller agency availing itself of this option will still be referred to as the "agency."

d. A person seeking to report a violation of this Order may file with any agency SHO, not solely the SHO at their agency or the agency at which the alleged sexual harassment occurred. Persons filing complaints, however, are not entitled to have the investigation conducted by the person of their choosing.

e. If a complaint is reported to someone other than the SHO, the person receiving the complaint must notify the agency SHO, unless giving notice would raise conflict of interest concerns, in which case the person must notify the agency General Counsel.

f. Unless the complaint is against the agency General Counsel, the SHO shall immediately notify the agency's General Counsel of the complaint, and the General Counsel shall thereafter notify the Mayor's Office of Legal Counsel ("MOLC"). The SHO may consult with the agency's General Counsel, or the General Counsel's designee, for legal guidance on conducting the investigation and shall notify the General Counsel of any issue that may require higher-level support. If the complaint is against the General Counsel, the SHO shall notify the MOLC directly.

g. SHOs should review DCHR's SHO training materials before initiating an investigation. DCHR has training materials on duties to inform the bargaining unit, the right to union representation during investigatory questioning, assessing credibility, unconscious bias, conducting interviews, gathering evidence, protecting confidentiality, preservation of evidence, when to stop an investigation and refer a matter for criminal investigation and more.

h. The primary function of a SHO is to accept complaints alleging violations of this Order and to gather, investigate and review the factual basis of the claim(s). SHOs may corroborate or refute factual allegations; SHOs may provide impressions and evidence regarding the credibility of witnesses. They weigh such evidence and may take into account their impressions of the credibility of witnesses. Ultimately, SHOs make and submit to the appropriate agency Director recommended determinations of whether the allegations are substantiated or are not substantiated. They are not to make legal conclusions about whether sexual harassment occurred.

i. Investigations of allegations of inappropriate conduct of a sexual nature shall be conducted, and the associated investigation report completed, as soon as practicable, within sixty (60) days after the filing of the report of the alleged sexual harassment, absent unusual circumstances.

j. The investigative report shall include a description of the allegations, a description of the SHO's investigation, a description of the evidence adduced by the SHO, and the SHO's recommended determination as to whether the allegations were substantiated. The SHO shall transmit the report to the Director or agency Director's designee and General Counsel of the agency where the alleged harasser is employed.

2. Interim Remedial Actions

a. Pending the completion of the SHO investigation and report, the issuance of the agency report, and the imposition of any disciplinary action, and to protect the rights of the alleged victim as well as the alleged harasser, the agency may take temporary personnel actions that do not result in any adverse employment action to either party.

b. When an agency becomes aware of an allegation of misconduct of a sexual nature, the agency shall notify the alleged harasser of the reported behavior and may demand that the alleged behavior cease immediately and not be repeated.

c. The agency shall take such other remedial steps as it deems appropriate to mitigate the possibility of the alleged harassing conduct continuing.

d. Interim remedial actions are administrative rather than disciplinary and may include, but are not limited to, transfers, reassignment of duty station, changed shifts, duties or reporting requirements, mandatory administrative leave with pay, or other appropriate measures that do not result in reduction of pay, demotion in title or responsibility, or other loss of employee benefits. In general, the agency should avoid moving the alleged victim or changing the alleged victim's shift, or taking similar action affecting the alleged victim, unless the alleged victim requests the action; if the agency takes such an action absent a request from the alleged victim, the agency should make clear to the alleged victim that the action is being taken in pursuit of an effective and prompt stop to any alleged harassment, and not in retaliation for reporting the alleged harassment.

e. Personnel authorities are encouraged to find alternative, reasonably comparable placement during the pendency of an investigation for the accuser or accused in lieu of administrative leave with pay, where possible and if consistent with any collective bargaining agreements.

3. Post-SHO Investigation Agency Actions

a. The agency Director or agency Director's designee may reject a SHO report and return it to the SHO for further investigation, information, documentation, or analysis if the agency Director or designee

considers the report to be incomplete, inadequate, or otherwise unacceptable.

b. If the report is not rejected, the agency Director, or the agency Director's designee, within fourteen (14) days of receiving the SHO's report, shall issue an agency report that accepts, modifies, or rejects the SHO's findings and substantiation recommendations, describes the rationale for any such modifications or rejections, and makes conclusions as to whether the substantiated allegations constitute a violation of this Order. The SHO report shall be included as an attachment to the agency Director or designee's report. The agency Director or designee shall consult with the agency's General Counsel during the preparation of the report regarding relevant legal standards or other legal issues.

c. If the report determines that a violation of this Order has occurred, the report shall be submitted to the agency's human resource officer for appropriate disciplinary action, up to and including termination. The agency shall require that any employee found to have violated this Order whose employment is not terminated must attend mandatory sexual harassment training within sixty (60) days after the issuance of the agency report.

d. The agency must provide the employee and the alleged harasser with a summary written notification of its findings and conclusions (final agency decision) after the sixty (60) day period and shall convey the same to MOLC within five (5) days after it is issued. The notice shall include a description of each allegation and the agency's determination as to whether the allegations were substantiated or were unsubstantiated. Such notice shall not include summaries of witness interviews, credibility determinations, or legal analysis; the notice is a simple recitation of the allegations and the determination as to whether the allegations were substantiated or were unsubstantiated.

e. Any conclusion in the SHO or Director's report that a violation of this Order occurred does not constitute a final legal conclusion that sexual harassment under the D.C. Human Rights Act or federal law occurred. Conversely, a finding that was not substantiated is not a legal conclusion that no violation of the D.C. Human Rights Act or federal law occurred.

f. Consistent with norms regarding the privacy of personnel actions, the complaining party shall not be informed of any disciplinary actions against the alleged harasser.

g. Regardless of whether a complaint has been substantiated, relevant staff, including the General Counsel, are authorized to work together to advise the Director or deciding official as to whether to recommend or implement personnel actions or management procedures to reduce the possibility of reoccurrence of any inappropriate behavior or behavior that poses risks for the District. Any meetings among the General Counsel, human resources staff, and agency management shall endeavor to preserve the confidentiality of the complaint generating the meeting or consultation to the greatest extent possible.

4. Communicating the Order: Orientation, Pledges, Training, and Notifications

a. The personnel authority shall circulate this Order to all new hires during their orientation, shall give each new hire time to read a summary of the Order during orientation, and shall obtain a signed verification that the new employee has read the summary and pledges not to engage in sexual harassment or any other conduct that violates the rules prohibiting sexually harassing behavior, certain dating, romantic, or sexual relationships, and requiring disclosure of certain relationships. Agencies with supplemental orders relating to sexual harassment shall provide those orders, too, to onboarding employees.

b. When individual contractors are working inside an agency in a manner akin to a District Government employee, the agency or the supervising contractor shall obtain signatures from individuals during onboarding orientations affirming their agreement to abide by this Order.

c. New employees shall take a course on sexual harassment as part of the on-boarding process and in no event more than fourteen (14) days after being on-boarded. Agencies shall by December 11, 2023

circulate this Order to all current employees.

d. Agencies shall follow up to provide delivery to difficult-to-reach employees, including employees on leave and work-related travel. Agencies are responsible for confirming that each employee has received this Order by email, verification through Peoplesoft, or return of a signed copy.

e. By December 11, 2023, each agency shall email the names of the agency's primary and alternate SHOs to all its employees and shall send reminders or updates of who the agency's SHOs are at least annually to agency employees.

f. Each agency shall prominently post notices in conspicuous locations accessible and used by a substantial number of agency employees, identifying the agency SHO and Alternate SHO, how to report sexual harassment, and that sexual harassment investigations are to be kept confidential to the greatest possible extent consistent with their investigation and resolution. Agencies shall post the notices no later than thirty (30) days after receipt of the template notice from the Office of Human Rights required by Section V.K. of this Order.

g. Agencies shall take a digital photograph of each posting and transmit it to the SHO program coordinator at DCHR with a description of the location at the time of each posting.

h. Individuals and entities entering into contract or grant agreements with the District Government must affirm that they will abide by the D.C. Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR § 1100 et seq.

i. District agencies drafting contracts and grants shall require such affirmations as part of the contract or grant agreement.

E. Employee Responsibility to Participate in Agency Investigations

1. District Government employees are required to cooperate fully in a SHO or independent investigation of a workplace sexual harassment complaint.

2. If an employee who alleges sexual harassment or is believed to have been the victim of sexual harassment declines to assist and/or participate in the investigation of the allegation, or requests the agency not conduct an investigation, the agency may on its own initiative investigate or refer the matter for investigation.

3. Employees who were not themselves victimized, who, after a direct request by the SHO or other investigator, decline to participate in a sexual harassment investigation, may be subject to disciplinary action.

4. Any consideration of whether to recommend disciplinary action for failure to cooperate in an investigation on the part of an alleged victim requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

F. Discipline for Making False Statements or Representations

1. Making materially false statements, and misrepresentation, falsification or concealment of material facts or records in an investigation of allegations of sexual harassment is conduct warranting disciplinary action, up to and including termination.

2. Consideration of whether to recommend disciplinary action against an employee who is also the alleged victim of sexual harassment requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

G. Discipline after a Finding of Sexual Misconduct or Harassment

The agency shall recommend appropriate disciplinary action, such as described in Section 1607.2(k) of the District Personnel Manual, 6B DCMR § 1607.2(k), up to and including termination of any employee found to have engaged

in sexual misconduct or sexual harassment as defined in Section III of this Order.

H. Rights of the Alleged Harasser

Persons accused of sexual harassment deserve the full protections afforded to them under the law in administrative matters, including, but not limited to, the right to respond to allegations of sexual harassment; to counsel and representation, including a union representative or other representative of their choosing, and including the presumption of innocence, unless and until there is a finding of harassment after an investigation by the agency or where appropriate, OHR. The right to counsel does not include the right to have counsel paid for by the government.

I. DCHR Responsibilities

1. DCHR shall quarterly reach out to all designated primary and alternate SHOs to confirm that they continue to serve in those roles. If DCHR is unable to reach a designated SHO or to confirm that the individual still serves as the agency's primary or alternate SHO, DCHR shall work with the agency to identify a new primary or alternate SHO for the agency. DCHR shall post a list of agency SHOs on its website and update it as necessary.

2. DCHR shall develop reporting forms for disclosure of dating, romantic, and sexual relationships and for applications for waivers of the prohibition on relationships in the chain of command.

3. DCHR shall work with agencies to verify that all employees have completed the annual training on sexual harassment required by Section V.A.1.e. of this Order.

4. DCHR, working with the Office of the Chief Technology Officer, shall create a means through Peoplesoft for employees to acknowledge their receipt of the Order and agreement to comply with its provisions.

5. DCHR, in consultation with OHR, shall review, update, and provide training materials for agency SHOs, including training on investigative techniques.

6. DCHR shall establish qualification standards for SHOs and verify each SHO's qualification to serve as a SHO.

7. DCHR, in consultation with OHR and the Sexual Harassment Task Force, shall create and disseminate training and collateral materials on this Order, the sexual harassment provisions of the D.C. Human Rights Act, and other sexual harassment law and policy, to all agencies under the direct authority of the Mayor and to such independent agencies as may request access to DCHR materials. The training and collateral materials should be tailored to employees in various roles, such as senior officials, managers, attorneys, human resources personnel, and new or existing employees, and should take into account that many District Government employees work primarily in the community and may not have regular access to computer-based training modules.

J. Office of Human Rights (OHR)

1. OHR shall develop training for EEO officers on the standards of the D.C. Human Rights Act, including the changes made by the Human Rights Enhancement Amendment Act of 2022.

2. OHR shall provide consultative services to DCHR and the Sexual Harassment Task Force in creating and disseminating training and collateral materials on this Order, the sexual harassment provisions of the D.C. Human Rights Act, and other sexual harassment law and policy, to all agencies.

3. OHR shall provide a template notice to agencies for agencies to post where the agencies can fill in the name of their SHO and alternate SHO and providing basic information on the prohibition against sexual harassment, how to report, and confidentiality, pursuant to Section V.E.4.d. of this Order.

VI. PROHIBITION AGAINST RETALIATION

A. Retaliation Prohibited

Retaliating against a District Government employee for reporting or filing a claim of sexual harassment, assisting another person in reporting or asserting a claim of sexual harassment, opposing sexual harassment, acting as a witness in a sexual harassment investigation, refusing to follow orders that would result in sexual harassment, intervening to protect others from sexual harassment or advances, or challenging an allegation of sexual harassment, is strictly prohibited. Employees shall not be penalized as a result of their assertion of their rights under the D.C. Human Rights Act or providing truthful information in connection with an investigation (whether on behalf of a complainant or a respondent). Retaliatory behavior may include, but is not limited to, unwarranted reprimands, unfairly downgrading personnel evaluations, transfers to less desirable positions, verbal, or physical abuse, and altered and more inconvenient work schedules. Employees found to have engaged in retaliatory behavior shall be recommended for appropriate disciplinary action, up to and including termination.

B. Process for Alleging Retaliation

Claims of retaliation are generally beyond the scope of the investigatory authority of agency SHOs because SHOs may not be trained in assessing the legality or validity of managerial decisions such as evaluations and assignments and investigations into retaliation would be difficult to conduct in the rapid timeframe set forth in this Order. Employees who believe they have been retaliated against must file a complaint with an EEO Counselor within one hundred and eighty (180) days of the alleged retaliation and subsequently file a complaint with OHR within fifteen (15) days of receipt of the Exit Letter if the employee is not satisfied with the outcome of EEO counseling.

VII. LIMITS

Lodging a complaint regarding sexual harassment does not shield an employee from all discipline or discharge. Agencies may discipline or separate a complainant if the agency is motivated by non-retaliatory and non-discriminatory reasons that would otherwise result in such discipline or separation.

VIII. CONFIDENTIALITY

A. Protecting confidentiality is critical to encouraging victims of sexual harassment to come forth and share their stories. It encourages witness cooperation and protects the reputations of those involved. For those reasons, SHO investigations should be kept confidential.

B. Confidentiality is not absolute. SHOs must disclose information to the alleged harasser for the alleged harasser to have a full and fair opportunity to respond. SHOs may have to disclose information to witnesses to gather more information from them. SHOs must keep agency General Counsels updated for reporting purposes and for investigation support purposes. SHOs also may have to disclose criminal conduct or threats to law enforcement. SHOs should not make pledges of total confidentiality.

C. Investigative reports are confidential, highly private, and deliberative and shall not be released without a court order. Neither the complainant nor the alleged harasser shall be provided with a copy of the investigative report.

D. SHOs, the agency, and MOLC shall take all reasonable steps to ensure that no information contained in the complaint file is disseminated except in furtherance of the investigation; for entry into E-risk or another risk management system; to assist in resolution of the allegations; as necessary for execution of any consequences stemming from the investigation; when lawfully released; or when required by court order.

IX. TIMELY FILING AND STATUTE OF LIMITATIONS

Complaints of sexual harassment shall be reported as promptly as possible. Agencies should investigate alleged acts of sexual harassment beyond the legal statute of limitations, or deadlines otherwise provided by regulation or collective bargaining agreement, taking into consideration the sensitive nature of the alleged offense, the pressure the complainant may have felt not to report the conduct, when the victim became aware of behavior that was not immediately apparent, or a pattern of harassing behavior that developed over time. Some remedies or sanctions may be unavailable due to delays in filing, but even delayed investigations may yield information to the agency in its ongoing efforts to prevent and remediate sexual harassment or may add to the credibility of similar, future allegations should a pattern emerge of allegations against a particular person or practice.

X. RECORDS

A. Agencies shall maintain records of complaints and investigations conducted for three (3) years from the date of the complaint.

B. For each fiscal year, each agency shall track how many complaints of sexual harassment were made by the agency's employees; were made about its agency employees by customers/clients of the agency; grantees or contractors of the agency, and how many complaints were made of sexual harassment of the agency's employees by customers/clients, grantees or contractors, or members of the public during the agency's duties.

C. In addition to the number of complaints, agencies shall track how many matters were investigated; were resolved by mediation; were substantiated; were deemed unsubstantiated; resulted in administrative or disciplinary action against one or more individuals determined to have violated this Order or sexually harassed the complainant; have resulted in legal action; have resulted in a settlement (including the amount of any financial settlement); and how many are pending. Pursuant to the Sexual Harassment Data Collection Act, annual fiscal year data required to be produced under D.C. Official Code § 1-546.02 shall be transmitted to the Office of Human Rights on or before October 15 of each year.

D. Centralized reporting, however, should be ongoing, and agencies are directed to submit such interim, monthly, or quarterly reports as may be requested by DCHR, the MOLC, OHR, or the Sexual Harassment Task Force, and to enter incidents into E-Risk as directed.

E. Any warnings to an employee(s) to halt a particular type of behavior – whether generally or as to a particular employee(s) – shall be recorded and transmitted to the agency's human resource office and to the Mayor's Office of Legal Counsel. In the context of addressing complaints of sexual harassment, any other interventions made for an employee, customer/client, grantee or contractor shall also be recorded, whether or not they arose from an informal counseling session, a complaint of sexual harassment, a complaint regarding behavior in a dating, romantic, or sexual relationship, anonymous report, or any other means.

XI. CONCURRENT REMEDIES AND JURISDICTION

A. Non-Exclusivity of Remedies

This policy is intended to supplement or be an alternative to other processes that allow persons to complain of sexual harassment. The procedures established by this Order are separate and distinct from other options persons with grievances relating to sexual harassment may have, through the Office of Human Rights, the Equal Employment Opportunity Commission, any grievance procedure available under their collective bargaining agreement, ethics complaint and investigation processes administered by the Board of Ethics and Government Accountability, or any other statutory or regulatory complaint process. Filing a complaint under this Order does not stay or delay any filing deadlines in any other forum.

B. Filing a Formal Complaint with the Office of Human Rights

In addition to pursuing action within the agency, an alleged victim of sexual harassment, or a person acting on the victim's behalf with or without the victim's consent, may report a sexual harassment claim within one year of the alleged harassment or its discovery to OHR using its Intake Questionnaire Form. EEO counseling is not required prior to the filing of a complaint with OHR.

C. Filing a Complaint with the Equal Employment Opportunity Commission

Some complaints may fall within the jurisdiction of the federal Equal Employment Opportunity Commission.

D. Relationship and Remedies under Negotiated Grievance Claims

Filing a report or complaint under this policy does not satisfy the requirements for filing a negotiated grievance and obtaining remedies under a collective bargaining agreement, nor does the complaint under this Order delay the

time limits for initiating such a procedure. To pursue a negotiated grievance claim, the employee should file a grievance in accordance with the provisions of the applicable collective bargaining agreement.

E. Criminal Remedies and Referrals

1. Where there is an allegation of criminal misconduct, including for example, sexual assault, kidnapping, stalking, or a threat to do bodily harm, the agency may, after consulting its General Counsel, place the victim and/or the alleged harasser on administrative leave with pay pending final administrative resolution of the complaint or any criminal proceeding.

2. The complainant at his or her choice may report the alleged criminal violation to a law enforcement agency, including the Metropolitan Police Department ("MPD"). Where a criminal violation occurred, the agency shall recommend discipline of the perpetrator up to, and including, termination.

3. While it is generally the alleged victim's decision to report sexual harassment offenses for possible criminal prosecution, if during an investigation the agency uncovers evidence of ongoing crimes (such as sexual extortion of beneficiaries of government services) or criminal activity collateral to or extending beyond the reported allegations of sexual harassment, such as gun-related offenses, the agency shall notify law enforcement.

F. Crime Victim Hotline

The agency shall also remind complainants of sexual assault or other possible crimes of the existence of the DC Victim Hotline. The hotline, 1-844-443-5732, is available 24/7 by telephone, text, or online chat to seamlessly connect victims of crime to free resources to help them navigate the physical, financial, legal, and emotional repercussions of crime. Through the hotline, victims may be matched with an advocate who can help them decide whether to pursue a matter through the criminal justice process.

G. Courts of Law

This Mayor's Order is directed towards preventing and remedying sexual harassment in District Government operations and it does not preclude complainants from obtaining counsel and pursuing any remedies they may have in courts of law. The options discussed in this Order do not constitute legal advice; deadlines for filing, procedures, and substantive offenses or remedies may change over time.

XII. APPLICABILITY OF PERSONNEL RULES

Any proposed personnel action instituted under this Order is subject to the regulations set forth in the District of Columbia Personnel Manual at Title 6B of the District of Columbia Municipal Regulations.

XIII. SEXUAL HARASSMENT TASK FORCE

A. There is hereby established the Sexual Harassment Task Force as an internal task force comprised of representatives of the Office of Human Rights, the Mayor's Office of General Counsel, the Department of Human Resources, the Assistant City Administrator, and the Mayor's Office of Legal Counsel, as designated by the head of each office, and such other individuals as these members may invite to serve as additional members of the task force. The task force shall meet from time to time to develop and advise on trainings, make recommendations about needed policies, review draft regulations, and otherwise take action or recommend measures to fulfill the intent of this Order: including to reduce the incidence of sexual harassment, train employees on what to do when faced with inappropriate workplace conduct, including harassment, and provide additional, effective procedures for addressing inappropriate conduct of a sexual nature. The task force may invite experts and other individuals to participate in the meetings and deliberations of the task force.

B. The Sexual Harassment Task Force shall, no later than May 1, 2024, make recommendations in the following areas and shall provide such recommendations to the appropriate agencies with authority to carry out the

recommendations or make final decisions regarding them. The recommendations need not be in the form of a report and may remain deliberative discussion items until finalized and accepted:

1. Communications to District Government employees about the District's sexual harassment policies;

2. Updates to required trainings for SHOs and agency General Counsels;

3. Recommendations for building a workplace free from sexual harassment;

4. Any recommended adjustments to prohibitions and disclosures regarding dating, romantic, and sexual relationships; and

5. The performance and progress by the agencies named in this Order in completing the responsibilities assigned to them.

XIV. SUPERSESSION

This Order supersedes Mayor's Order 2017-313 and any other provision of a previous Mayor's Order or practice pursuant to that Mayor's Order, to the extent of any inconsistency.

XV. EFFECTIVE DATE: This Order shall become effective November 10, 2023.

_____

MURIEL BOWSER

MAYOR

ATTEST: _____

KIMBERLY A. BASSETT

SECRETARY OF STATE OF THE DISTRICT OF COLUMBIA

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Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director		3/17/25
2. Chris Earley, Deputy Director		3/17/25
3. Julia Wiley, General Counsel		3/17/25
4. Bill Winston, Associate Director of Community Services		3/14/25
5. Clyde Edwards, Program Analyst	CDE	3/13/25
6.		

SUBJECT:

Director's Comments:

Action

APPROVAL	CIRCULATE	CORRECTION	FILE	FYI	INVITATION	MEETING	SIGNATURE
☒	☐	☐	☐	☐	☐	☐	☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Marshall Heights Community Development Organization- NBAP **FY25** HOUSING SERVICES **$134,000.00** Grant # 2025-09

Originating Office

FROM: C. Edwards	TELEPHONE NUMBER:
DATE:3/13/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE:

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Clyde D. Edwards
Economic Development Program Specialist

Date: 3/14/25

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	Marshall Heights Community Development Organization
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$ 134,000**
ATTACHMENTS:	**FY25 Grant Agreement #2025-09** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

DISTRICT OF COLUMBIA.

COMMUNITY SERVICES
HOUSING COUNSELING SERVICES

GRANT AGREEMENT

BY AND BETWEEN
THE DISTRICT OF COLUMBIA
AND

MARSHALL HEIGHTS COMMUNITY DEVELOPMENT ORGANIZATION INC.

This Grant Agreement ("Grant" or "Agreement"), is made effective as of March 17, 2025, ("Effective Date"), by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the D.C. Department of Housing and Community Development (hereinafter referred to as "Department," "DHCD" or "Grantor") and Marshall Heights Community Dev. Organization, a District of Columbia non-profit corporation Grantee [DUNS No. Unique Entity Identifier (UEI) MPNCL577TNL5] (hereinafter referred to as "Grantee") with its principal place of business at 3939 Benning Rd NE Washington DC 20019. Grantor and Grantee shall be collectively referred to herein as the "Parties."

RECITALS

1. The Department with offices at 1909 Martin Luther King Jr Avenue SE, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975, D.C. Official Code§ 6-1001 *et seq.*, and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Department is authorized to fund community based non-profit organizations that provide housing counseling services for low- and moderate-income persons.

3. On June 7, 2024, the Department published a Notice of Funding Availability ("NOFA") in the D.C. Register, which announced the forthcoming issuance of the Fiscal Year ("FY") 2025 Request for Applications ("RFA") for the Neighborhood-Based Activities Housing Counseling Services Program ("HCSP"). The RFA was issued on June 21, 2024, that solicited applicants to provide services to District of Columbia ("District") residents as a part of the Department's HCSP. HCSP includes Public Services ("PS"), and Non-Public Services ("NPS") as defined in Section I herein. U.S. Department of Housing and Urban Development ("HUD") approved counseling agencies employing one or more certified HUD counselors are eligible to provide both PS and NPS services, while organizations which do not have HUD approval status may provide PS services only. The RFA included an opportunity for applicants to provide one or more of seventeen (17) services listed in the RFA. These services include HUD-approved counseling in keeping with 24 CFR 5.100 and related Federal regulations (in 2 CFR Part 200, and 24 CFR Part 214) as well as services related to local DC programs which are administered by the Department. The RFA and the requirements set forth therein are also incorporated by reference herein.

4. The Grantee's RFA application demonstrates that its organization possesses project management, and organizational and administrative capacity to successfully perform as a nonprofit grant subrecipient under the Department's HCSP, and accordingly DHCD has determined to award a grant to the Grantee in FY 2025 ("25" or "2025").

5. The Grantor proposes to fund HCSP grant activities in FY 2025 from its allocation of Community Development Block Grant ("CDBG") funds authorized by Title I of the U.S. Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), 24 CFR Part 570.

6. As a condition precedent to disbursement of the Grant proceeds to Grantee for the sole and exclusive purposes described in Exhibit A (which includes the "Statement of Work" and the approved "Workplan", both attached hereto and made a part hereof), the Department requires that Grantee enter into this Agreement setting forth the terms and conditions of the Grant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are hereby incorporated by reference and made a part hereof.

Section I. Definitions.

A. As used herein, the following terms shall have the meanings indicated:

a) **Fiscal Year**: All references to Fiscal Year(s) ("FY") herein refer to the District Government fiscal year which is October 1st to September 30th
b) **Neighborhood Revitalization Strategy Area** ("NRSA") refers to the HUD approved areas of Wards 7 and 8 which have been designated as strategic areas for revitalization. Services to Ward 7 and Ward 8 regardless of whether Public Service or Non-Public Service, attributed to the NRSA.
c) **Non-Public Services** refers to 24 CFR 5.100 counseling services provided to clients in connection with the purchase of a specific home. All other 24 CFR 5.100 counseling is Public Service.
d) **Public Services** refers to all other services and may include group training and/or one on one counseling.
e) **Performance Periods**: The Performance Period is defined as the start date and end date for which Grant funds are awarded to execute an approved Workplan and Statement of Work in keeping with the RFA for FY 2025. (See Section IV below.)

Section II. Exhibits.

The Exhibits listed below and the terms and conditions of the same are incorporated herein and made a part of this Agreement.

A. Services to be Provided
- Statement of Work
- Section 3 from the FY 25 RFA: Services
- Workplan as approved by the Grantor

B. Budget
- Schedules A (3-1) and A (3-2) for the First Performance Period

C. Required Reporting Forms
- Monthly Performance Report on group trainings/orientations/workshops and one on one counseling (in connection with the Statement of Work and Workplan), as well as reports on DHCD certificates issued, outreach and marketing activities, and upcoming group trainings.

- Quarterly Beneficiary Data and Demographics for each of the following (a) PS, (b) NPS, and (c) NRSA activities.
- Quarterly Language Access Report (Optional)
- Quarterly Banking Report (as applicable)
- Quarterly Procurement Report (as applicable)
- Quarterly Submission of Minutes of Board of Directors Meetings

D Method to determine Client Eligibility for Services
E Budget Modification Form
F Drug Free Workplace Certification
G Service Area Eligibility
H Insurance Requirements
I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Section III. Grant Award

A. The Department shall make a Grant of the District's CDBG Entitlement Grant Federal Award No: B-24-MC-11-0001 ("CDBG Federal Award") to Grantee in an amount not to exceed One Hundred Thirty-Four Thousand Dollars and No Cents ($134,000.) (the "Grant") and is allocated as follows:

Sources and Uses of Funds:

NRSAs Ward 7 and Ward 8 [CDBG EN]	$ 134,000
TOTAL CDBG [EN]	$ 134,000.

Notwithstanding the source of funds designated above, the Grantor reserves the right to provide funding from another source(s). In all instances, applicable Federal and District laws and regulations shall apply regardless of the funding source. The Grant award shall be used to fund a range of services which HUD has defined as Housing Counseling Services: Public Services and Non-Public Services by a HUD Approved Counseling Agency ("HCA").

The specific Grant activities are described in Exhibit A (attached hereto) which includes
(a) the Statement of Work,
(b) Lines of Services - Section 3.2 of the Request for Applications (RFA), and

(c) The approved Workplan
(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

C. The Grant services will benefit low-and-moderate income persons living in the District of Columbia. In keeping with recent Presidential Executive Orders, Grantees should only use grant funds for US citizens and should maintain such documentation to prove citizenship.[33]

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as Exhibit B. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.

D. The Catalog of Federal Domestic Assistance ("CFDA") number is 14.218.

E. The Uniform Administrative Requirements for Federal Grants are applicable to this grant award and are available online at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1. Also, the Grantee must comply with the Community Development Block Grants regulations 24 CFR part 570 that govern this award and other related HUD regulations, which are incorporated herein by reference.

Section IV. Grant Term and Periods of Performance

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2025. During this term, there are two Performance Periods. The First Performance Period is the Effective Date to September 30, 2025. The Second Performance Period is October 1, 2025, to December 31, 2025.

Funding for each Performance Period is in the sole discretion of the Grantor and requires meeting all due diligence requirements prior to award.

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[33] Examples of such document may include copies of unexpired state issued Real ID identification or driver's license, unexpired US passport or US passport card, active duty Military ID, current Green Card or Naturalization documents with state issued photographic identification.

The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of Grant funds or other Grant assets.

Section V. Statement of Work/CDBG Eligible Activities/Eligible Costs/Business Operations

A. CDBG Eligible Activities

1. Grantee shall use the CDBG Grant proceeds solely to fund Grantor-approved service activities that are intended to provide services and empower low- and moderate- income persons in the District of Columbia to make informed housing choices and achieve their housing goals, whether it's finding affordable rental housing, purchasing a home or obtaining financial assistance for critical home repairs.

The best way to provide this critical information to a client in order to assist them in their decision-making process is to adhere to 24 CFR 5.100[34] [in which a HUD certified counselor conducts (1) intake (2) financial and housing affordability analysis with affordability calculation (3) an action plan and (4) follow-up counseling to implement the action plan and achieve its stated goals].

The Grant services to be provided are described in Exhibit A. This description includes the major tasks, activities and project deliverables to be provided under this Grant. The Grantor reserves the right to alter or change the District of Columbia program requirements including eligibility, services provided, service methodology, service delivery and program goals during the performance period.

The proposed Grant activities are CDBG eligible activities pursuant to 24 CFR 570.201(e).

2. Grantee shall sponsor outreach events that inform the community about the Grant activities and participate in other community events as requested by Grantor.

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[34] 24 CRF 5.100: "Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling."

3. The Grantee must retain records which demonstrate that each activity funded under this Grant is CDBG eligible and document the amount of CDBG funds expended for each activity. This includes the activity itself, the outcomes, and the records concerning beneficiaries in keeping with subsection (B)(2) below receiving services. Any authorizations needed together with beneficiary statistical information should be obtained by the Grantee during intake or registration. HUD does not grant exceptions or authorize the District to make exceptions to this requirement.

B. CDBG National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention of slums or blight; 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. The Grantee certifies that the CDBG-assisted activities to be carried out under this Agreement will meet the National Objective of primarily benefiting low- and moderate-income persons (limited clientele activities) in accordance with Federal and District Requirements. The minimum threshold requires that at least 51% of the households served with CDBG funding must be low- and moderate-income households; provided however, that a Grantee whose application claimed additional scoring points for agreeing to provide Grant services to more than 51% low- and moderate-income beneficiaries, must adhere to the percentage they elected in their application.[35]

In accordance with the Grantee's election in their Application for a grant award and for receiving additional points in scoring, the Grantee has agreed to exceed the minimum requirement and to serve at least 90% low- and moderate-income beneficiaries.

Note: This percentage cannot be decreased as it was used for scoring in a competitive round of funding.

4. The Grantee shall disclose to any client that services are provided free of charge by a Grant funded by DHCD using Federal funds and therefore the Grantee has certain reporting

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[35] In responding to the RFA published June 21, 2024, applicants were given the opportunity to receive additional points in scoring for committing to exceed the CDBG minimum threshold to either a 75% minimum or a 90% minimum.

requirements in order to provide the Grant services free of charge. The Grantee shall use appropriate forms to obtain a client authorization, as required, to comply with the terms of this Agreement and to meet HUD reporting requirements,

C. Staffing

Where HUD requires services are to be provided by a Certified HUD Housing Counselor, the Grantee shall comply with that requirement and not permit services reserved to HUD certified counselors to be provided by others.

To the extent applicable, Grantee agrees to secure the services of qualified personnel that are licensed and bonded in the District of Columbia to perform the CDBG Federal Award activities and services listed in Exhibit A.

Any changes in personnel or their general Grant responsibilities as set forth in Exhibit A are subject to the prior written approval of DHCD. In this regard, it is essential that the Grantee immediately report terminations and proposed new hires to the Grantor.

D. Business Operations

1. Grantee shall observe business hours of operation onsite in their service location(s) that align with District Government hours of operation specifically Monday through Friday 9:00 am to 4:30 pm (DC holidays excepted)[36] and shall ensure that sufficient staff are on site at Grantee's place of business to carry out Grant services.

2. During the hours of operations, Grantee shall have live answered telephones for incoming calls. If the Grantee's phone system utilizes an auto-attendant function or voicemail, announced option to the caller must include an option to press a certain key (such as "0" for an Operator) to be connected to a staff person in real time who can answer and field questions, redirect a caller to a staff person who can address a caller's inquiries, or provide registration information. DHCD and other DC agencies such as the Office of the Attorney General may check Grantee's compliance with this requirement from time-to-time.

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[36] DC Holidays include New Year's Day, Dr. Martin Luther King, Jr. Holiday, Washington's Birthday, DC Emancipation Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Day.

E. Grantee may offer clients virtual appointments as well as virtual group informational or educational activities, but Grantee shall also provide clients an option for in-person services (including both in-person one on one appointments as well as some in-person group informational or educational activities.) The Grantee shall not refuse in-person services to DC residents.

F. Housing Resource Center (HRC) and Late Night Hours: As required by the RFA, "Applicants selected for the award shall participate (in a regular rotation) in staffing onsite at the Department's Housing Resource Center (HRC). The HRC provides services to DC residents by appointment and walk-ins." The HRC is located in the Grantor's offices at 1909 Martin Luther King Jr Av SE. The HRC coordinator, in conjunction with the Associate Director for Community Services, will develop a schedule in consultation with Grant subrecipients for staffing the HRC on a rotating basis on weekdays.

RFA applicants were awarded additional points in their score by committing to "Extended Office Hours." The options included providing office hours until 7:00 pm at least one (1) day a week in their office location and/or until 7:00 pm at least two (2) days a month in the HRC.

In accordance with the Grantee's selection in their Application for grant award and funding, the Grantee has committed to serve Extended Office Hours Extended Office Hours until 7:00 pm one (1) day a week in their office and one (1) day in the HRC.

Section VI. Disbursement/Required Support Documentation

A. <u>Reasonable, Allowable, Necessary, Allocable</u>

1. Grantee may request reimbursement for actual expenses incurred to provide services and as described in the Grant Budget (A 3-1 and A 3-2). Requests must meet all four criteria: reasonable, necessary, allowable, and allocable. (2 CFR 200.305)
   a. ***Allowable costs.*** Reimbursements are limited to the expenses directly related to activities supported by the grant activities and are subject to the regulations of the Federal and District Governments. Expenses related to activities should be necessary, reasonable, allowable and allocable.
   b. ***Limitations on allowable costs***. A grantee may not use an indirect cost rate to determine allowable costs under its grant.
   c. **Some *Unallowable costs.*** Expenses that are not allowable include (but are not limited to) sales tax, late fees, debts, tips & gratuities, food, alcohol, controlled substances, cash reserves or investments, money given to individuals (including

donations, grants or loans), contributions to organizations, costs of fundraising, fund development, grant writing, advocacy, lobbying, and purchase of goods or services for personal use or benefit.

2. In addition, Grantee must demonstrate to the reasonable satisfaction of the Grantor that Grant performance milestones have been achieved. All requests for payment of eligible expenses shall be associated with the budget line items specified in Exhibit B (Budget Schedule A (3-1), estimated cost invoices and satisfactory Grant performance.

3. Grantees may not be reimbursed for expenses paid through Cash app or other similar peer-to-peer payment platforms, since such platforms create issues for recordkeeping, auditability, and compliance with grant regulations.

4. The Grantee shall not supplant funds or seek reimbursement for expenses that may be reimbursed by another grant (Federal, District, or private) either prior to or subsequent to reimbursement by the Grantor.

5. The Grantee must have the capacity for bookkeeping and accounting services required to track Grant expenses and create payment requests in keeping with Federal and District requirements, either on staff or by a third-party contractor.

6. The Grantee shall create and submit payment requests in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the Grantee to create and submit invoices by selecting the applicable purchase order number which is listed on the Grantee's profile.

7. All Grantees must be registered in the portal prior to invoice submission. The vendor portal website is **https://cfo.dc.gov./supplier_portal**. Please log onto the portal for further details and instructions. Questions can be submitted to **suppliers@dc.gov**.

B. Form of Submission of Payment Requests

1. The cover sheet to the reimbursement package must be the 30A Form of the Department [RCSD DHCD 306A Revised October 2024]. No other cover sheet is needed. This form should contain the Purchase Order Number, the IDIS Number, and the Partial Payment Number in accordance with Department's guidelines.

Payments requests are contingent upon certification by the Grantee in the following form as contained on the 306A (RCSD DHCD 306A Revised October 2024). The Certification is to be made by the chief executive officer, or the chief financial officer or the chief operations officer if the Governing Board has authorized this officer to act on behalf of the board to sign.

"I certify that all items, quantities and prices of work and material shown in the requisition are correct to the best of my knowledge and belief. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information , or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812." (2 CFR 200.415)

2. Page 2 and Page 3 shall be the Reimbursement Request A 3-1 and A 3-2.

3. Page 4 shall be the Invoice Cover Sheet with:
   a. A unique identifier (e.g. a row number or brief alphanumeric code) shall be assigned by the Grantee to non-personnel invoices and with the same unique identifier marked on each and every supporting document (e.g. receipt, proof of payment, cancelled checks, contracts, scopes of works, services rendered, vendor statement or document, Grantee's notes) submitted. The unique identifier shall be listed on the invoice cover sheet.
   b. Vendor's name
   c. Remittance address
   d. Invoice number
   e. Invoice date
   f. Contract number (also known as Grant Number)
   g. Purchase order number (if any)
   h. Invoice Amount
   i. The Amount which the Grantee is requesting reimbursement
   j. Quantity of goods/services delivered. Deliverables. Shipping and payment terms
   k. Other substantiating documentation that justifies and supports the payment request.

4. Page 4 and subsequent pages as needed shall include the supporting documents for the reimbursement request including signed timesheets, payroll reports, invoices from vendors marked as described above. (See Section E below.)

C. HUD Related Requirements

1. Federal regulations require that reimbursement under the Grant is tied to (a) beneficiary data reporting and (b) program performance. Failure to meet reporting deadlines for performance and/or beneficiary service data will suspend temporarily the processing of Grantee payment requests. Staff unavailability does not waive the requirement to meet reporting deadlines, and Grantee shall ensure that adequate staff are trained or cross-trained to prepare and submit reports timely.

2. The Grantee should be aware that HUD maintains an *Integrated Disbursement and Information System* ("IDIS"), a database in which the Grantor must make reports during the performance period on each Grantee's account. HUD flags subrecipient accounts when reporting is not provided by a deadline. Such a flag shall constitute a default. Multiple flags or failure to meet the conditions for HUD to remove a flag may result in suspension or termination in keeping with Section XII (C) of this Agreement.

D. Schedule for Submission of Reimbursement Requests

1. Requests for reimbursement shall be submitted in a timely manner by the date due. Failure to meet a deadline shall constitute a default.

2. On the 10th day of each month, the Reimbursement Request shall be for the prior month; provided however, the September reimbursement request must be submitted earlier in October on the date specified by the Office of the Chief Financial Officer of the District of Columbia, which is usually between the 5th and 7th day of October. *(Grantee may wish to use other funding sources for the late September payroll to facilitate meeting the deadlines.)*

3. In order to close-out the grant by September 30th, the October request should be the only request submitted in September.

4. The monthly schedule for submission is as follows:

Month	Due Date
March	April 10th
April	May 10th
May	June 10th
June	July 10th
July	August 10th
August	September 10th
September	October 5th or 7th as specified by the DC CFO
October	November 10th
November	December 10th
December	January 10th
January	February10th
February	March 10th

5. As applicable, expenses incurred pursuant to a project commitment in IDIS that has been approved by the Grantor and are otherwise eligible for reimbursement at the Grantor's sole discretion, may be reimbursed, regardless of when those expenses were incurred.

E. Source Documentation

1. All costs and obligations incurred under this Grant Agreement must be supported by source documentation (e.g. invoices, receipts, contracts, canceled checks, etc.). Documentation may also include approved time distribution sheets and certified payroll reports for employees and contracts.

2. The Grantee must satisfy all documentary requirements to the reasonable satisfaction of the Grantor prior to the disbursement of Grant funds.

F. Requirements Applicable to Disbursed Funds/No Escrow

1. Grantee shall not escrow Grant funds. However, nothing shall prohibit the Grantee from supplementing funding for these activities from other sources including other grants, funders or donors.

2. Any cash advances disbursed pursuant to this Agreement must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate

cash requirements of the Grantee in carrying out the purpose of the Grant. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct Grant program or project costs and the proportionate share of any allowable indirect costs.

3. If at any time it is determined that more Grant funds are disbursed to Grantee than what was required by the Grantee's immediate disbursement needs, Grantee shall immediately return to Grantor the excess funds.

4. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations or fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee.

G. The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect cost rate, as further described in Section (C)(4) and Section (C)(5) (Reporting Requirements) below.

H. In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant proceeds within three (3) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant proceeds, unless another date shall be agreed to be the parties in writing. The Grantor reserves the right to recover such losses by any legal remedy available.

Section VII. Budget Modifications

A. Any amendments to the budget (change in the amounts specified in the individual cost categories set forth in Exhibit B). may be approved by the Grant Administrator, so long as the total amount of the budget is not exceeded.

B. Any increase in the total Grant amount must be approved by the Director of the Department. If the change is made at the request of the Grantee, the request shall be in writing dated and shall be submitted on a Budget Modification Form, attached hereto as Exhibit E.

1. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and dated using the appropriate excel format or the appropriate online portal if available.

2. The Grantee shall make modification requests by June 1st, to allow sufficient time for processing prior to the start of the fourth quarter of the fiscal year. No more than two modifications may be required in the performance period. Requests for modification to the budget shall not be approved after June 1, 2025, except for extenuating circumstances specified in writing, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion.

3. The Department will not approve reprogramming of personnel funds for positions not filled in compliance with this Agreement and Grantee's personnel policies submitted to Grantor. If at any time DHCD requires a more detailed budget breakdown than the one contained herein, the Grantee shall provide such supplemental budget information in a timely fashion and in the form and content prescribed by DHCD.

Section VIII. Conditions Precedent to Grant Closing and Grant Disbursement

Grant closing shall mean the date on which Grantee has satisfied all conditions precedent to execution to the satisfaction of the Grantor, at which time both parties have executed and delivered the Grant Agreement. No Grant proceeds shall be disbursed prior to Grant closing.

The following conditions must be met prior to Grant closing:

A. Eligibility Determination. Determination by the Grantor that Grantee's proposed Grant activities meet eligibility and national objective requirements specified by the CDBG Program regulations at 24 CFR §§ 570.200 through 570.209. Grantor has determined that the proposed Grant activities are eligible for CDBG Program funding pursuant to 24 CFR 570.201(e) (provide housing counseling services to low- to moderate-income households).

B. Environmental Clearance. Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historic preservation reviews, and HUD has issued an approval of the release of funds.

C. Due Diligence Submissions. The following items must be delivered to DHCD for approval prior to Grant execution and Grant closing:

1. Articles of Incorporation, organizational by-laws and certification of nonprofit status.
2. Board/Corporate Resolution, memorializing
   a. the Grantee's intent to enter into this Agreement
   b. identifying the total Grant amount of the award
   c. identifying the Grant Number
   d. identifying the funding source(s) of the award, and
   e. identifying the authorized person by name and title who is authorized to sign on behalf of the corporation to enter into this Agreement.
3. Certificate of Good Standing
   a. issued by the DC Department of Licensing and Consumer Protection (DLCP)
   b. certified within 6 months of the Effective Date of this Agreement.
4. Certificate of Clean Hands
   a. issued by the DC Office of Tax and Revenue (OTR)
   b. certified within 90 days of this Agreement.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia to carry out the Grant activities.
6. Evidence that Grantee has obtained insurance, as provided in Exhibit H. If the renewal period for any insurance requirement occurs during the Grant performance period, the Grantee is required to submit to the Grantor evidence (Certificate Of Insurance) of insurance renewal to cover the remaining Grant performance period.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Effective Date.
8. An Affirmative Action Plan ("AAP") must be submitted by the Grantee for review and approval by the District prior to Grant execution and the disbursement of any Grant proceeds. The AAP shall be in a form to be determined by the District and must detail the Grantee's efforts to comply with the District's goals for achieving equal employment in District government contracts and set forth specific standards for the utilization of minorities in all job categories, as required by Mayor's Order 85-85 and District law.
9. Drug-free Workplace Certification (Exhibit F).
10. Debarment affidavit and verification confirming that Grantee is not debarred or suspended or otherwise excluded from or ineligible for participation in federal or District assistance programs under Executive Order 12549 or District law.

D. Opinion of Counsel. Grantee shall submit a written opinion of the Grantee's attorney, which states that the attorney has read the Grant documents and that the Grantee:

- Is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary.
- Has the full authority and legal right to carry out the terms of this Grant Agreement and all documentation required hereunder to be executed by Grantee; and
- Has taken all actions to authorize the execution, delivery and performance of this Grant Agreement and any documents required to be executed in connection with the Grant according to their respective terms

The Opinion shall further state that none of the aforesaid actions, undertakings or agreements violate any restriction, term, condition or provision of the Grantee's organizational documents or any contract or agreement to which Grantee is a party or by which it is bound. The Opinion must identify the Grant Agreement by name and Grant number, and the counsel must specifically identify the documents upon which the Opinion is based.

E. Current on District Obligations. Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant, including all local taxes and charges affecting Grantee's business.

F. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Proceeds, including, but not limited to the Council of the District of Columbia and the Chief Financial Officer of the District of Columbia.

G. Clearance Approval issued by the DHCD Office of Program Monitoring.

Section IX. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. The Grantee shall cure all report deficiencies identified by the Department and resubmit for approval by the Grantor within 14 calendar days of the notification. The requirements of monthly and quarterly reports [VII.(A) and (B) are in Exhibit C.]

A. Monthly Reporting

Monthly Performance Reporting. The Grantee shall use the online reporting portal provided by the Grantor and shall provide a complete performance report by the 10th day of each month reporting on Grant activities, accomplishments and performance of the prior month. Failure to submit the report by the tenth day of the month following the end of each

month shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

B. Quarterly Reporting

On the 10th day of January, April, July, and October, the following quarterly reports for the previous three months shall be due and provided by the Grantee in the form and method required by Grantor:

1. Quarterly Report on **Beneficiary Data and Demographics** (separate reports for PS, NPS and NRSA).

2. **Banking Report** (as applicable)

3. **Non-expendable Equipment Inventory Report** (as applicable) (the purchase or lease of non-expandable equipment). The purchase of all computer equipment must have prior approval from the Department.

4. **Procurement Report** (as applicable).

5. Copies of the **Minutes of the Board of Directors** meetings, which took place during the previous quarter; and

6. **Language Access Report** (optional) – If services are provided in languages other than English, we encourage a language access report to be made.

Failure to submit any or all Quarterly Reports by the tenth day of the month following the end of a quarter shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

C. Additional Report Requirements

The following reports are due to the Department within the timeframes indicated below. If these documents were previously submitted, they must be updated and resubmitted.

1. Fringe Benefits Report

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects funded from the proceeds of this Grant shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefits rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the change. The report shall be submitted to DHCD within fifteen (15) days of Grant execution.

The fringe benefits rate for any personnel costs funded by this Grant shall not exceed 20% of the base salary rate indicated in Schedule A Form A (3-2) of the budget (Exhibit B).

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to the date of the Offer Letter.

All personnel costs approved under this Grant Agreement must be filled within ninety (90) days of Grant execution or within ninety (90) days of the vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than ninety (90) days, whether intermittent or consecutive, at any time during the Grant period may result in the loss of funds for the position.

Grantee must submit transcripts of training or continuing education for individual staff and counselors to the Grantor.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with CDBG funds, in accordance with the requirements specified in 2 CFR Part 200 (Exhibit D). The property inventory list must include, at a minimum, a short

description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

a. The Grantee shall submit a budget and Cost Allocation Plan showing its direct and indirect costs and the allocation of such costs to the Grantee's activities, including the administration of the activities and services provided under this Agreement. The plan must show all allowable and unallowable costs and how such costs are included in the direct and indirect costs in accordance with 2 CFR Part 200.

b. A current Cost Allocation Plan must be submitted no later than thirty (30) days following Grant execution.

c. The Cost Allocation Plan must include all sources of funding for the Grantee, including this, Grant and to which program/cost centers each source has been applied using the Grantee's chart of accounts (referencing individual budgetary line items).

The Grantee must provide:

i. the total amount of funding from each funding source,
ii. the total staff employed by the Grantee, regardless of funding source, staff allocation per grant/program and the estimated percentage of time spent per grant program.

d. As required by HUD, the Cost Allocation Plan is subject to approval by the Grantor. The Grantee shall cure any defects or omissions in the Cost Allocation Plan within 60 calendar days of the notice to cure.

e. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. The waiver request must detail the reasons for the waiver request and include a copy of the relevant audited financial statements.

f. Claims for reimbursement of documented Grant expenses shall comply with 2 CFR Part 200 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.

5. Indirect Cost Rates

a. Grantees may request reimbursement for indirect costs based on their Cost Allocation Plan. The Cost of Allocation Plan must be reviewed and approved by the Grantor. The Grantee is required to keep records of the expenses charged to the Indirect Cost Rate for monitoring and close-out.

Grantees with Indirect Cost Rates are required to use their indirect cost rate. Grantees with provisional rates must demonstrate the rate is not expired or that it is currently used by a Federal Agency in awarding Federal funds to the Grantee during the current Fiscal Year. Other Grantees may use the Federal *de minimis rate* of 15%. In either case (*De Minimis rate* or Federally Approved rate), Grantee shall maintain records (available during monitoring, or close-out or upon request) indicating which costs in the cost allocation plan and the dollar amount have been attributed to the Indirect Cost.)

Indirect cost rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with supporting documentation. DHCD will not make adjustments to indirect cost rates after June 1st.

The Grantor does not issue or award Indirect Cost Rates.

Grantees who wish to obtain a Federally authorized Indirect Cost Rate are encouraged to contact the "Cognizant Agency" which is the US Department of Health and Human Services.

b. For all personnel costs funded under this Agreement, Grantee must maintain documentation for use of indirect cost funding and provide the same when requested for verification of expenditures in keeping with the approved cost allocation plan, including, but not limited to cancelled checks, employee signed and supervisory approved employee time sheets, invoices and bank records.

c. Expenses charged to an indirect cost rate must be accompanied by and cross-referenced to and reconciled with an independent audited financial statement, which accounts for all (grant funded and non-grant funded) activities by the Grantee during the fiscal year in which the indirect cost rate is based.

6. Organizational Audit

Grantee must submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year.

Note to All Grantees: All Grantees must ensure their financial records are available for review or audit by appropriate officials of the Federal Government and the District Government.

7. Auditor's Management Letter.

Grantee shall submit an auditor's Management Letter to the Grantor at the time it submits the annual audit.

8. Procurement Policy. Accounting Policies and Procedures. and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution, the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of the Grant. These policies and procedures shall be in accordance with the requirements of 2 CFR Part 200. The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

If the Grantee has previously submitted these documents, and the documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a certified statement (the "Re-certification Letter") to the Grant Administrator indicating when the most current document was submitted to the District and certifying that no changes to these policies and procedures have since been made.

Intentionally Blank

D. Summary of Report Deliverables and Receipt Due Dates:

	Report	**Receipt Due Date**
1	Monthly Performance Report	No later than the 10th day of each month
2	Quarterly Beneficiary Data	No later than January 10th, April 10th, July 10th and October 10th – a separate report for each use: PS-NPS-NRSA
3	Language Access Report (Optional)	No later than January 10th, April 10th, July 10th and October 10th
4	Fringe Benefits Report	Within 15 days of Grant execution
5	New Hires/New Employees Information (Job Description & Resume) HUD certificate if certified counselor	10 Days prior to the Offer Letter of Employment being sent to the candidate
6	Notice of Vacant Position	Within 10 days following the vacancy
7	Non-expendable Equipment Report	Within 15 days of Grant execution and quarterly thereafter
8	Procurement Policies and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
9	Accounting Manual and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
10	Cost Allocation Plan (based on and tied to the most recent audit)	Within 30 days of Grant execution
12	Independent Financial Audit	Within 90 Days of the Close of the Grantee's Fiscal Year

	Report	Receipt Due Date
13	Single Audit Report (if applicable)	Within 30 Days of submission to the Federal Audit Clearinghouse
14	Auditor's Management Letter	Submitted with the submission of the Audit
15	Requests to revise Budgets and/or Workplans	Prior to the 1st day of June
16	Grantee's Close-Out Report (Section XV.) Inventory Report & Annual Report	Within 90 Days of the end of the Term of the Grant.
17	HUD 9902	Within 30 Days of Submission to HUD
18	HUD Monitoring Report	Within 30 Days of Receipt from HUD monitor or the HUD intermediary monitor.

Section X. Accounting/Audit Requirements

A. Accounting System

1. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in Exhibit B.

2. Accounting records should be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.

3. Any funds provided to the Grantee or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest-bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

Grantee shall submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year, contingent on the following:

1. Grantees receiving an aggregate of $1,000,000 or more from all funders in Federal funds must in accordance with Federal regulations obtain an independent audit (Single Audit Act of 1984 , Single Audit Amendments Act of 1996, and 2 CFR Part 200). A standard audit may be supplied pending the completion and submission of the Single Audit.

2. Grantees:
   (a) Required to be audited by any State or political subdivision(s) thereof (whether by statute or regulation) or
   (b) Who conduct an audit to submit to any government or private funder, or foundation or corporate funder or
   (c) Whose governing body or senior management obtains an audit,

   shall be required to submit that audit to the Grantor upon receipt of the same.

If the Grantee is not audited in accordance with (1) and (2) above, the following shall apply:

3. A Grantee whose corporate entity receives or expends less than $999,999 as reported to the Internal Revenue Service in the 990 Tax Return without amendments, deletions or summarized details must file with the Grantor a financial report prepared by an independent Certified Public Accountant and certified by the same that contains:
   - income statement or Statement of Activities,
   - balance sheet or Statement of Financial Position,
   - statement of Functional Expenses by program or cost centers such statement to break out separately the Grantor's funding by Grantor's program(s) separately from all programs or cost centers used.
   - statement of cash flows, and
   - independent review and certification of the financial statements including a review of the management's financial internal controls.

   In addition, the nonprofit organization must file a biennial audit that covers both years within a biennial period. See 2 CFR Part 200, Subpart F.

4. The Grantee shall fully clear any deficiencies noted in the audit reports within sixty (60) days after receipt by the Grantee.

5. . Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default of this Grant and may result in the withholding of future payments and/or debarment from participation in future Grants.

Section XI. Grant Administration

The Grant Administrator is:

William Winston
Associate Director for Community Services
DC Department of Housing and Community Development
1909 Martin Luther King Avenue SE, Room 304
Washington, D.C. 20020.

The telephone number is (771) 208-9628. All concerns regarding the technical implementation and interpretation of this Grant are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line-item changes and terms) where there is no dollar increase.

Section XII. Repayment of Grant Funds/Grant Performance Monitoring Default and Remedies

A. HUD Monitoring

The Grantee is subject to monitoring by HUD and agrees to provide all required information, data, records, files including client files, case notes, correspondence and emails, reports, beneficiary data, performance data, financial records, supporting documentation, to satisfy HUD monitoring. Notwithstanding the date of a finding by HUD, should HUD make a finding, the Grantee shall be responsible to cure the defect, and should HUD require repayment of Grant funds for any reason to the Federal Government, the Grantee shall be responsible for repayment in the amount specified by HUD. Repayment shall be made to the District of Columbia and by the District to the Federal authority in satisfaction of the HUD requirement. HUD monitoring is not confined to the performance period but extends through the record retention period provided in Section XV.

B. Grant Performance Evaluation

1. DHCD will monitor the performance of the Grantee to ensure that the goals and performance standards stated in the Statement of Work and Work Plan and RFA are being achieved according to schedule and within budget.

2. All records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. Grantee shall make timely submission of all information and/or records requested by DHCD or HUD to assess performance under the Agreement.

C. Suspension or Termination of Grant Assistance

1. In accordance 2 CFR 200.340 and 200.341 and 200.343, suspension or termination of CDBG Grant assistance may occur according to the Default provision in subsection D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner.

2. If Grantee fails to correct the substandard performance within thirty (30) days after receiving written notice from DHCD, suspension or termination of this Agreement will be initiated.

3. In accordance with 2 CFR 200.340(a), suspension or termination of Grant assistance may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

Subject to any applicable notice requirement and right to cure, the occurrence of any of the following shall constitute an event of default:

1. Failure to comply with any of the CDBG Program rules, regulations or provisions referred to in this Agreement, or such other Federal or District statutes, regulations, executive orders, District of Columbia mayoral orders, HUD rulings, policies or directives applicable to this Grant:

2. Failure to comply with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement.
3. Substandard performance by the Grantee or any of its agents under this Agreement, as determined in the sole and reasonable discretion of DHCD; or
4. Improper use of funds provided under this Agreement.

A determination of default shall be made in the sole and reasonable discretion of DHCD.

E. Remedies for Default

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of a written notice to the Grantee, Grantor may take one or more of the following actions, as determined in its sole discretion:

1. Terminate and suspend further disbursement of any remaining Grant assistance.
2. Disallow all or part of the cost of the activity or action that is not in compliance with this Agreement.
3. Wholly or partially suspend or terminate the current Grant award; or
4. Take other legal remedies that may be available.

F. Termination for Convenience

The Grant may be suspended or terminated on the basis of convenience as provided in 2 CFR 200.340(a).

G. Reversion to DHCD of Grant Assistance

1. Upon default by the Grantee under the terms of subsection D above, which has not been cured, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request the following:

i. Any Grant funds in its possession (whether or not committed),
ii. Any accounts receivable attributable to the use of Grant funds; and
iii. The portion of any income directly generated by (or the prorated proportion of) Grant funds for the activities described in this Agreement.

2. Upon final completion of the projects and activities for which CDBG funds have been provided by DHCD, expiration of the term of this Agreement, cancellation, or determination of this Agreement, the Grantee shall transfer any unspent, excess or surplus CDBG Grant funds, to include accounts receivable attributable to the use of the CDBG funds.

H. Grantor Non-Waiver

DHCD's delay or failure to act with respect to a breach by the Grantee does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section XIII. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, and 2 CFR Part 200, as deemed applicable by the Grantor. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Fund Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Organizational Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter arising from this Grant Agreement.

D. Cancellation Ceiling

In the event of cancellation of the Grant because of non-appropriation of funds for a specific fiscal year, there shall be a cancellation ceiling of zero dollars.

E. Anti-Deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, Grantor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code§ 47.105. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-Deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section XI. of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements.
2. Performing technical evaluations as required.
3. Interpreting the Statement of Work and other language in the Grant.
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with the District and other laws and regulations applicable to the Grant.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

Babatunde Oloyede
President and CEO
Marshall Heights Community
Development Organization
3939 Benning Rd, NE
Washington DC 20019
202-650-5658
boloyede@mhcdo.org
www.mhcdo.org

H. Misuse of Grant Funds

Any alleged fraud, waste, abuse or mismanagement of Grant funds shall be immediately reported to the Grantor and the District of Columbia Office of the Inspector General ("OIG"). The OIG may be reached at (202) 724-TIPS (8477) and (800) 521-1639 or at oig.dc.gov

I. Nonassignability

Grantee will not sell, assign, pledge or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

Section XIV. Insurance

A. The Grantee shall obtain at least the minimum insurance coverage set forth in this Section XIV. and Exhibit H prior to the Effective Date and keep such insurance in force, as may be applicable, throughout the Grant period of performance.

B. Fidelity Bond: The Grantee must procure Fidelity Bond coverage in an amount equivalent to the total Grant budget. Pursuant to 2 CFR Part 200, Fidelity Bond coverage is required to protect the District's interest in the dollar amount of the Grant. Should Grantee be unable to procure a Fidelity Bond, Grantee shall submit proof that it has obtained general liability insurance that covers internal employee criminal activity or directors' and officers' liability insurance.

Section XV. Records Retention/Access

A. Records Retention

The Grantee shall retain all records demonstrating compliance with CDBG requirements and that are pertinent to this Grant for no less than five (5) years from Close-out of this Grant Agreement, including any extension thereof made in accordance with Section XVI. [Option to Extend] and including but not limited to Close-Out in IDIS of any HUD requirements. See Exhibit 5.1 in this link: https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-5.pdf

B. Extension of Retention Period

Notwithstanding the foregoing retention requirement in paragraph A above, if any litigation, claim, HUD monitoring or audit is initiated before the expiration of the retention period, records shall be retained for a period of not less than four (4) additional years following completion of the actions and resolution of all proceedings (e.g. litigation, claim, HUD monitoring or audit) involving the records.

C. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility, progress and achievement toward program goals and secure such records in a manner subject to applicable privacy laws. Such data may include, but is not limited to, client name, address, income level, case notes, correspondence and a description of service(s) provided. The Grantee shall use software which is HUD compliant to maintain client records. The Grantee shall transmit client records and files in a manner that is compliant with HUD's Personally Identifiable Information (PII) requirements.

D. Access to Records

All Grantee books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Grant funds shall be made available to the Department, HUD, its designee, representatives of the Inspector General of the District of Columbia or the Office of the DC Auditor at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.

E. National Objectives

The Grantee agrees to maintain documentation that demonstrates that the activities carried out with CDBG funds provided under this Grant meet the CDBG national objective of benefiting low- and moderate-income persons, as defined in 24 CFR part 570.208.

F. Copyright

If this Agreement results in any copyrightable material or inventions, DHCD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Section XVI. Federal and District Public Policy Requirements

Grantee shall fully comply with the following Federal and District policy requirements, as deemed applicable by Grantor:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federal-assisted and federal conducted programs and activities .

C. The requirements of Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

D. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.-) and implementing regulations at 24 CFR I part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

E. The requirements of Executive Order 11246, as amended by Executive Orders 11375. 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

F. The Conflict of Interest provisions of Federal and District laws strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of Federal funds to comply with 2 CFR 200.317 to 200.327 and

any sections of Title of 24 the Code of Federal Regulations concerning CDBG funding which are more restrictive than the Uniform Guidance Code for use of CDBG funds. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within (fifteen) 15 business days of execution of the Grant Agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict-of-Interest declarations to be executed by each employee and board member.

G. The Hatch Act. Chapter 15 of Title V. United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

H. The National Environmental Policy Act or other legislation implemented by 24 CFR part 58.

I. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement as Exhibit F.

J. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991H FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.

2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any grant,

or the entering into any extension. continuation. renewal, amendment of modification of any grant.

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and

c. He or she will include the language of the certification in all sub- grant awards at any tier and require that all recipients of sub-grant awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this Grant imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure, as the applicable grant shall so provide.

K. The Americans with Disabilities Act of 1990 (ADA) - Notwithstanding anything contained herein to the contrary, during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

L. The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are applicable pertaining to economic opportunities for low and very low-income persons. 24 CFR part 135.

M. First Source Program - Contractors and subcontractors of a government-assisted Project totaling $300,000 or more must comply with the District's goals for the recruitment, referral and placement of District residents. See D.C. Law 5-93, as amended, D.C. Official Code§ 2-219.01 et seq.

Section XVII. Close-Out Provisions

Activities and tasks during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor, and determining the custodianship of records (which shall remain the responsibility of the Grantee unless a determination is made otherwise). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over District appropriated funds and the record retention period, whichever is longest. Grantee shall submit the following items within the time frames indicated in this Section after completion of Grant activities or expiration or termination of this Agreement.

1. All activities are eligible, were completed and met a national objective.
2. All grant funds were expended in full, or all remaining funds are to be returned to Grantor.
3. All reporting requirements were completed and submitted (except for the final report that is submitted during the closeout process).
4. Any special conditions were met; and
5. All deficiencies or corrective actions affecting the Grant were resolved.

A. Grant Close-Out Report

The Grantee shall submit to the Grantor a Grantee's Close-Out Report ("Report") within ninety (90) days after expiration of the Grant term, termination of the Grant, or final payment for activities under this Agreement, whichever occurs later. This Report, at a minimum, shall include a narrative of the Grantee's completed tasks based on the activities, performance measures and goals set forth in the Statement of Work. The Report shall be completed using a form provided by the Grantor. The Grantee shall provide any information or data Grantor requests for Close-Out. In the Grantor's sole discretion, the reporting provided during the term of this Agreement may be accepted in lieu of the Grantee's Close-Out Report if those reports contain all information required in this section.

B. Documentation of Expenses

Within ninety (90) days after the expiration of the Grant, the Grantee shall provide to Grantor documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses.

C. Equipment Inventory

The Grantee shall submit to Grantor a list of all furniture, fixtures, equipment and vehicles purchased with Grant funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with 2 CFR Part 200.

D. Audit

The Grantee shall submit an audit or financial statement, as applicable, and as provided in Sections IX and X. of this Agreement.

E. Transfer of Records

Grantee shall, within ninety (90) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

F. Grantee's Obligations

The Grantee's obligations to DHCD remain in effect through the period of record retention as stated in Section XV.

Section XVIII. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion, and if legally permitted, extend the term of the Grant no more than two (2) times for one-year terms, or any fraction of one year, or multiple successive fractions thereof.

B. Grantor will endeavor to provide Grantee a preliminary written notice of its intent to extend at least thirty (30) days before the end of the Grant Term. The preliminary notice does not commit the District to an extension or authorize additional Grant funds to Grantee.

C. Any extension of this Grant is contingent upon the appropriation of funds for the applicable time period. However, the availability of funds shall not obligate the District to extend the Grant.

Section XIX. Total Agreement

The Grant Agreement, including specifically incorporated documents (to include the approved Statement of Work, the Work Plan, the approved Budget and the Grant attachments) constitute

the total and entire agreement between the Parties. Grantee understands and agrees to comply with the incorporated references contained in this Agreement and all applicable District and Federal laws and regulations.

Section XX. Applicable Law.

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia, unless otherwise controlled by federal law. In any proceeding relating to this Grant Agreement, each of Grantor and Grantee, hereby irrevocably submits to the jurisdiction of the Courts of the District of Columbia for the purposes of any suit, action or proceeding arising out of or relating to this Grant or transactions contemplated hereby.

Section XXI. Severability.

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XXII. Amendment.

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Grant activities, or the amounts specified in the Budget without the prior written approval of Grantor. The Grantee may request in writing approval of any proposed change to the Statement of Work or Workplan or the amounts specified in the eligible cost categories of the Budget and shall provide adequate supporting information and a revised budget along with its request. All such requests must be signed and dated.

Section XXIII. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or fully, by the Department.

1. The written or printed materials must include the authorized DHCD logo.

2. Written or printed materials include, but are not limited to, newspaper, radio and television announcements or advertisements, websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.
4. Grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to Grantee.
5. Grantee must provide copies of all marketing materials, brochures, flyers and other materials that publicize grant-funded activities to Grantor via email at dhcd.occo@dc.gov

Grantee shall publicize, as appropriate, to its constituency through social media, print, and online postings, DHCD communications and events that are related to Grant supported activities.

Section XXIV. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code§ 2-531 *et seq*. provides for the disclosure of public information. Specifically, the law provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Official Code § 2-170 l (13) .

This serves as your Notification that information /documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code§ 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXV. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, homeless status, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Sexual harassment is a form of sexual discrimination which is prohibited by the Act and Mayor's Order 2023-131 (Updated District Government Sexual Harassment Policy, Guidance, and Procedures), which is attached hereto as Exhibit I.

The prohibition against workplace sexual harassment extends to third parties doing business with or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies. By executing this Agreement, Grantee affirms that it will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1 I 00 et seq. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated.

Section XXVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addresses:

NOTICE TO GRANTEE:

Marshall Heights Community Development Organization
3939 Benning Rd, NE
Washington DC 20019
Attn: Executive Director/CEO

NOTICE TO GRANTOR:

D.C. Department of Housing and Community Development
Community Services
1909 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
Attn: Director

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTOR SIGNATOR PAGE]

DISTRICT OF COLUMBIA, a municipal Corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Colleen Green
Director

Legal Review:

Julia Wiley
Office of the General Counsel
Department of Housing and Community Development

3/17/25
Date

[Signatures continue on the next page]

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTEE SIGNATURE PAGE]

MARSHALL HEIGHTS COMMUNITY DEVELOPMENT ORGANIZATION INC.
a District of Columbia non-profit corporation

Babatunde Oloyede
President & CEO

March 17, 2025
Date

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit A Services to be Provided

- Statement of Work
- Section 3.2 Services (from the FY25 RFA)
- Workplan as approved by the Grantor

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit B Budget

- Schedules A (3-1) and A (3-2) for the First Performance Period

Exhibit C Required Reporting

- Monthly Performance Report
- Monthly Report of Group Trainings
- Monthly Report on Outreach and Marketing Activities
- Monthly Reporting of Special Activities
- Monthly Reporting of changes in personnel relative to grant work and payroll
- Quarterly Beneficiary Data
- Quarterly Language Access Report
- Quarterly Data Report

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit D Method to determine Client Eligibility for Services

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit E Budget Modification Form

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit F Drug Free Workplace Certification

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit G Service Area Eligibility

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit H Insurance Requirements

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit I **Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures**

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education, and training services to support DHCD's housing programs and initiatives and promote compliance with District housing regulations. All the services are intended to empower potential homeowners, actual homeowners, and tenants to preserve affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership, (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner-occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached work plan and performance measures. Marketing and outreach for the services provided is an activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals, and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of this service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling, (b) the Grantee's additional knowledge of the individual, and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow-up and conduct a final assessment of the impact of the services provided. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for HPAP/EAHP/NEAHP
A4: Inclusionary Zoning Orientation
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM
Budget Form A (3-1): Total Grant Budget

Rev. 12/09/2024

ORGANIZATION NAME:	Marshall Heights Community Development Organization, Inc
PERIOD OF PERFORMANCE:	2/1/2025-9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (If applicable):	
WARD (If applicable):	Ward 7
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$119,267.10	$64,956.48	$184,223.58
Credit Report	$0.00	$0.00	$0.00
Space	$0.00	$40,000.00	$40,000.00
Insurance	$0.00	$15,000.00	$15,000.00
Telephone	$0.00	$3,500.00	$3,500.00
Consumables	$2,000.00	$500.00	$2,500.00
Marketing & Outreach	$551.08	$2,000.00	$2,551.08
Training	$0.00	$2,500.00	$2,500.00
IT Services & Support	$0.00	$13,785.00	$13,785.00
Audit CAP	$0.00	$4,500.00	$4,500.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$121,818.18	$146,741.48	$268,559.66
Total Indirect Costs (De Minimis Cost Rate 15%)	$12,181.82		$0.00
Total Costs	$134,000.00	$146,741.48	$268,559.66

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 12/09/2024

ORGANIZATION NAME:	Marshall Heights Community Development Organization, Inc.
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 to 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Number of Hours	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
Personnel Subtotals						$106,488.48

Fringe Benefits (Max 20%)	$12,778.62
Total NBAP Grant Personnel Costs	$119,267.10

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director		3/17/25
2. Chris Earley, Deputy Director		3/17/25
3. Julia Wiley, General Counsel		3/17/25
4. Bill Winston, Associate Director of Community Services		3/14/25
5. Clyde Edwards, Program Analyst	CDE	3/13/25
6.		

SUBJECT:

Director's Comments:

Action

APPROVAL	CIRCULATE	CORRECTION	FILE	FYI	INVITATION	MEETING	SIGNATURE
☒	☐	☐	☐	☐	☐	☐	☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Marshall Heights Community Development Organization- NBAP **FY25** HOUSING SERVICES **$134,000.00** Grant # 2025-09

Originating Office

FROM: C. Edwards	TELEPHONE NUMBER:
DATE:3/13/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE:

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Clyde D. Edwards
Economic Development Program Specialist

Date: 3/14/25

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	Marshall Heights Community Development Organization
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$ 134,000**
ATTACHMENTS:	**FY25 Grant Agreement #2025-09** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

DISTRICT OF COLUMBIA.

COMMUNITY SERVICES
HOUSING COUNSELING SERVICES

GRANT AGREEMENT

BY AND BETWEEN
THE DISTRICT OF COLUMBIA
AND

MARSHALL HEIGHTS COMMUNITY DEVELOPMENT ORGANIZATION INC.

This Grant Agreement ("Grant" or "Agreement"), is made effective as of March 17, 2025, ("Effective Date"), by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the D.C. Department of Housing and Community Development (hereinafter referred to as "Department," "DHCD" or "Grantor") and Marshall Heights Community Dev. Organization, a District of Columbia non-profit corporation Grantee [DUNS No. Unique Entity Identifier (UEI) MPNCL577TNL5] (hereinafter referred to as "Grantee") with its principal place of business at 3939 Benning Rd NE Washington DC 20019. Grantor and Grantee shall be collectively referred to herein as the "Parties."

RECITALS

1. The Department with offices at 1909 Martin Luther King Jr Avenue SE, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975, D.C. Official Code§ 6-1001 *et seq.*, and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Department is authorized to fund community based non-profit organizations that provide housing counseling services for low- and moderate-income persons.

3. On June 7, 2024, the Department published a Notice of Funding Availability ("NOFA") in the D.C. Register, which announced the forthcoming issuance of the Fiscal Year ("FY") 2025 Request for Applications ("RFA") for the Neighborhood-Based Activities Housing Counseling Services Program ("HCSP"). The RFA was issued on June 21, 2024, that solicited applicants to provide services to District of Columbia ("District") residents as a part of the Department's HCSP. HCSP includes Public Services ("PS"), and Non-Public Services ("NPS") as defined in Section I herein. U.S. Department of Housing and Urban Development ("HUD") approved counseling agencies employing one or more certified HUD counselors are eligible to provide both PS and NPS services, while organizations which do not have HUD approval status may provide PS services only. The RFA included an opportunity for applicants to provide one or more of seventeen (17) services listed in the RFA. These services include HUD-approved counseling in keeping with 24 CFR 5.100 and related Federal regulations (in 2 CFR Part 200, and 24 CFR Part 214) as well as services related to local DC programs which are administered by the Department. The RFA and the requirements set forth therein are also incorporated by reference herein.

4. The Grantee's RFA application demonstrates that its organization possesses project management, and organizational and administrative capacity to successfully perform as a nonprofit grant subrecipient under the Department's HCSP, and accordingly DHCD has determined to award a grant to the Grantee in FY 2025 ("25" or "2025").

5. The Grantor proposes to fund HCSP grant activities in FY 2025 from its allocation of Community Development Block Grant ("CDBG") funds authorized by Title I of the U.S. Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), 24 CFR Part 570.

6. As a condition precedent to disbursement of the Grant proceeds to Grantee for the sole and exclusive purposes described in Exhibit A (which includes the "Statement of Work" and the approved "Workplan", both attached hereto and made a part hereof), the Department requires that Grantee enter into this Agreement setting forth the terms and conditions of the Grant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are hereby incorporated by reference and made a part hereof.

Section I. Definitions.

A. As used herein, the following terms shall have the meanings indicated:

a) **Fiscal Year**: All references to Fiscal Year(s) ("FY") herein refer to the District Government fiscal year which is October 1st to September 30th
b) **Neighborhood Revitalization Strategy Area** ("NRSA") refers to the HUD approved areas of Wards 7 and 8 which have been designated as strategic areas for revitalization. Services to Ward 7 and Ward 8 regardless of whether Public Service or Non-Public Service, attributed to the NRSA.
c) **Non-Public Services** refers to 24 CFR 5.100 counseling services provided to clients in connection with the purchase of a specific home. All other 24 CFR 5.100 counseling is Public Service.
d) **Public Services** refers to all other services and may include group training and/or one on one counseling.
e) **Performance Periods**: The Performance Period is defined as the start date and end date for which Grant funds are awarded to execute an approved Workplan and Statement of Work in keeping with the RFA for FY 2025. (See Section IV below.)

Section II. Exhibits.

The Exhibits listed below and the terms and conditions of the same are incorporated herein and made a part of this Agreement.

A. Services to be Provided
- Statement of Work
- Section 3 from the FY 25 RFA: Services
- Workplan as approved by the Grantor

B. Budget
- Schedules A (3-1) and A (3-2) for the First Performance Period

C. Required Reporting Forms
- Monthly Performance Report on group trainings/orientations/workshops and one on one counseling (in connection with the Statement of Work and Workplan), as well as reports on DHCD certificates issued, outreach and marketing activities, and upcoming group trainings.

- Quarterly Beneficiary Data and Demographics for each of the following (a) PS, (b) NPS, and (c) NRSA activities.
- Quarterly Language Access Report (Optional)
- Quarterly Banking Report (as applicable)
- Quarterly Procurement Report (as applicable)
- Quarterly Submission of Minutes of Board of Directors Meetings

D Method to determine Client Eligibility for Services
E Budget Modification Form
F Drug Free Workplace Certification
G Service Area Eligibility
H Insurance Requirements
I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Section III. Grant Award

A. The Department shall make a Grant of the District's CDBG Entitlement Grant Federal Award No: B-24-MC-11-0001 ("CDBG Federal Award") to Grantee in an amount not to exceed One Hundred Thirty-Four Thousand Dollars and No Cents ($134,000.) (the "Grant") and is allocated as follows:

Sources and Uses of Funds:

NRSAs Ward 7 and Ward 8 [CDBG EN]	$ 134,000
TOTAL CDBG [EN]	$ 134,000.

Notwithstanding the source of funds designated above, the Grantor reserves the right to provide funding from another source(s). In all instances, applicable Federal and District laws and regulations shall apply regardless of the funding source. The Grant award shall be used to fund a range of services which HUD has defined as Housing Counseling Services: Public Services and Non-Public Services by a HUD Approved Counseling Agency ("HCA").

The specific Grant activities are described in Exhibit A (attached hereto) which includes
(a) the Statement of Work,
(b) Lines of Services - Section 3.2 of the Request for Applications (RFA), and

(c) The approved Workplan
(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

C. The Grant services will benefit low-and-moderate income persons living in the District of Columbia. In keeping with recent Presidential Executive Orders, Grantees should only use grant funds for US citizens and should maintain such documentation to prove citizenship.[33]

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as Exhibit B. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.

D. The Catalog of Federal Domestic Assistance ("CFDA") number is 14.218.

E. The Uniform Administrative Requirements for Federal Grants are applicable to this grant award and are available online at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1. Also, the Grantee must comply with the Community Development Block Grants regulations 24 CFR part 570 that govern this award and other related HUD regulations, which are incorporated herein by reference.

Section IV. Grant Term and Periods of Performance

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2025. During this term, there are two Performance Periods. The First Performance Period is the Effective Date to September 30, 2025. The Second Performance Period is October 1, 2025, to December 31, 2025.

Funding for each Performance Period is in the sole discretion of the Grantor and requires meeting all due diligence requirements prior to award.

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[33] Examples of such document may include copies of unexpired state issued Real ID identification or driver's license, unexpired US passport or US passport card, active duty Military ID, current Green Card or Naturalization documents with state issued photographic identification.

The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of Grant funds or other Grant assets.

Section V. Statement of Work/CDBG Eligible Activities/Eligible Costs/Business Operations

A. CDBG Eligible Activities

1. Grantee shall use the CDBG Grant proceeds solely to fund Grantor-approved service activities that are intended to provide services and empower low- and moderate- income persons in the District of Columbia to make informed housing choices and achieve their housing goals, whether it's finding affordable rental housing, purchasing a home or obtaining financial assistance for critical home repairs.

The best way to provide this critical information to a client in order to assist them in their decision-making process is to adhere to 24 CFR 5.100[34] [in which a HUD certified counselor conducts (1) intake (2) financial and housing affordability analysis with affordability calculation (3) an action plan and (4) follow-up counseling to implement the action plan and achieve its stated goals].

The Grant services to be provided are described in Exhibit A. This description includes the major tasks, activities and project deliverables to be provided under this Grant. The Grantor reserves the right to alter or change the District of Columbia program requirements including eligibility, services provided, service methodology, service delivery and program goals during the performance period.

The proposed Grant activities are CDBG eligible activities pursuant to 24 CFR 570.201(e).

2. Grantee shall sponsor outreach events that inform the community about the Grant activities and participate in other community events as requested by Grantor.

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[34] 24 CRF 5.100: "Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling."

3. The Grantee must retain records which demonstrate that each activity funded under this Grant is CDBG eligible and document the amount of CDBG funds expended for each activity. This includes the activity itself, the outcomes, and the records concerning beneficiaries in keeping with subsection (B)(2) below receiving services. Any authorizations needed together with beneficiary statistical information should be obtained by the Grantee during intake or registration. HUD does not grant exceptions or authorize the District to make exceptions to this requirement.

B. CDBG National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention of slums or blight; 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. The Grantee certifies that the CDBG-assisted activities to be carried out under this Agreement will meet the National Objective of primarily benefiting low- and moderate-income persons (limited clientele activities) in accordance with Federal and District Requirements. The minimum threshold requires that at least 51% of the households served with CDBG funding must be low- and moderate-income households; provided however, that a Grantee whose application claimed additional scoring points for agreeing to provide Grant services to more than 51% low- and moderate-income beneficiaries, must adhere to the percentage they elected in their application.[35]

In accordance with the Grantee's election in their Application for a grant award and for receiving additional points in scoring, the Grantee has agreed to exceed the minimum requirement and to serve at least 90% low- and moderate-income beneficiaries.

Note: This percentage cannot be decreased as it was used for scoring in a competitive round of funding.

4. The Grantee shall disclose to any client that services are provided free of charge by a Grant funded by DHCD using Federal funds and therefore the Grantee has certain reporting

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[35] In responding to the RFA published June 21, 2024, applicants were given the opportunity to receive additional points in scoring for committing to exceed the CDBG minimum threshold to either a 75% minimum or a 90% minimum.

requirements in order to provide the Grant services free of charge. The Grantee shall use appropriate forms to obtain a client authorization, as required, to comply with the terms of this Agreement and to meet HUD reporting requirements,

C. Staffing

Where HUD requires services are to be provided by a Certified HUD Housing Counselor, the Grantee shall comply with that requirement and not permit services reserved to HUD certified counselors to be provided by others.

To the extent applicable, Grantee agrees to secure the services of qualified personnel that are licensed and bonded in the District of Columbia to perform the CDBG Federal Award activities and services listed in Exhibit A.

Any changes in personnel or their general Grant responsibilities as set forth in Exhibit A are subject to the prior written approval of DHCD. In this regard, it is essential that the Grantee immediately report terminations and proposed new hires to the Grantor.

D. Business Operations

1. Grantee shall observe business hours of operation onsite in their service location(s) that align with District Government hours of operation specifically Monday through Friday 9:00 am to 4:30 pm (DC holidays excepted)[36] and shall ensure that sufficient staff are on site at Grantee's place of business to carry out Grant services.

2. During the hours of operations, Grantee shall have live answered telephones for incoming calls. If the Grantee's phone system utilizes an auto-attendant function or voicemail, announced option to the caller must include an option to press a certain key (such as "0" for an Operator) to be connected to a staff person in real time who can answer and field questions, redirect a caller to a staff person who can address a caller's inquiries, or provide registration information. DHCD and other DC agencies such as the Office of the Attorney General may check Grantee's compliance with this requirement from time-to-time.

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[36] DC Holidays include New Year's Day, Dr. Martin Luther King, Jr. Holiday, Washington's Birthday, DC Emancipation Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Day.

E. Grantee may offer clients virtual appointments as well as virtual group informational or educational activities, but Grantee shall also provide clients an option for in-person services (including both in-person one on one appointments as well as some in-person group informational or educational activities.) The Grantee shall not refuse in-person services to DC residents.

F. Housing Resource Center (HRC) and Late Night Hours: As required by the RFA, "Applicants selected for the award shall participate (in a regular rotation) in staffing onsite at the Department's Housing Resource Center (HRC). The HRC provides services to DC residents by appointment and walk-ins." The HRC is located in the Grantor's offices at 1909 Martin Luther King Jr Av SE. The HRC coordinator, in conjunction with the Associate Director for Community Services, will develop a schedule in consultation with Grant subrecipients for staffing the HRC on a rotating basis on weekdays.

RFA applicants were awarded additional points in their score by committing to "Extended Office Hours." The options included providing office hours until 7:00 pm at least one (1) day a week in their office location and/or until 7:00 pm at least two (2) days a month in the HRC.

In accordance with the Grantee's selection in their Application for grant award and funding, the Grantee has committed to serve Extended Office Hours Extended Office Hours until 7:00 pm one (1) day a week in their office and one (1) day in the HRC.

Section VI. Disbursement/Required Support Documentation

A. <u>Reasonable, Allowable, Necessary, Allocable</u>

1. Grantee may request reimbursement for actual expenses incurred to provide services and as described in the Grant Budget (A 3-1 and A 3-2). Requests must meet all four criteria: reasonable, necessary, allowable, and allocable. (2 CFR 200.305)
   a. ***Allowable costs.*** Reimbursements are limited to the expenses directly related to activities supported by the grant activities and are subject to the regulations of the Federal and District Governments. Expenses related to activities should be necessary, reasonable, allowable and allocable.
   b. ***Limitations on allowable costs***. A grantee may not use an indirect cost rate to determine allowable costs under its grant.
   c. **Some *Unallowable costs.*** Expenses that are not allowable include (but are not limited to) sales tax, late fees, debts, tips & gratuities, food, alcohol, controlled substances, cash reserves or investments, money given to individuals (including

donations, grants or loans), contributions to organizations, costs of fundraising, fund development, grant writing, advocacy, lobbying, and purchase of goods or services for personal use or benefit.

2. In addition, Grantee must demonstrate to the reasonable satisfaction of the Grantor that Grant performance milestones have been achieved. All requests for payment of eligible expenses shall be associated with the budget line items specified in Exhibit B (Budget Schedule A (3-1), estimated cost invoices and satisfactory Grant performance.

3. Grantees may not be reimbursed for expenses paid through Cash app or other similar peer-to-peer payment platforms, since such platforms create issues for recordkeeping, auditability, and compliance with grant regulations.

4. The Grantee shall not supplant funds or seek reimbursement for expenses that may be reimbursed by another grant (Federal, District, or private) either prior to or subsequent to reimbursement by the Grantor.

5. The Grantee must have the capacity for bookkeeping and accounting services required to track Grant expenses and create payment requests in keeping with Federal and District requirements, either on staff or by a third-party contractor.

6. The Grantee shall create and submit payment requests in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the Grantee to create and submit invoices by selecting the applicable purchase order number which is listed on the Grantee's profile.

7. All Grantees must be registered in the portal prior to invoice submission. The vendor portal website is **https://cfo.dc.gov./supplier_portal**. Please log onto the portal for further details and instructions. Questions can be submitted to **suppliers@dc.gov**.

B. Form of Submission of Payment Requests

1. The cover sheet to the reimbursement package must be the 30A Form of the Department [RCSD DHCD 306A Revised October 2024]. No other cover sheet is needed. This form should contain the Purchase Order Number, the IDIS Number, and the Partial Payment Number in accordance with Department's guidelines.

Payments requests are contingent upon certification by the Grantee in the following form as contained on the 306A (RCSD DHCD 306A Revised October 2024). The Certification is to be made by the chief executive officer, or the chief financial officer or the chief operations officer if the Governing Board has authorized this officer to act on behalf of the board to sign.

"I certify that all items, quantities and prices of work and material shown in the requisition are correct to the best of my knowledge and belief. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information , or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812." (2 CFR 200.415)

2. Page 2 and Page 3 shall be the Reimbursement Request A 3-1 and A 3-2.

3. Page 4 shall be the Invoice Cover Sheet with:
   a. A unique identifier (e.g. a row number or brief alphanumeric code) shall be assigned by the Grantee to non-personnel invoices and with the same unique identifier marked on each and every supporting document (e.g. receipt, proof of payment, cancelled checks, contracts, scopes of works, services rendered, vendor statement or document, Grantee's notes) submitted. The unique identifier shall be listed on the invoice cover sheet.
   b. Vendor's name
   c. Remittance address
   d. Invoice number
   e. Invoice date
   f. Contract number (also known as Grant Number)
   g. Purchase order number (if any)
   h. Invoice Amount
   i. The Amount which the Grantee is requesting reimbursement
   j. Quantity of goods/services delivered. Deliverables. Shipping and payment terms
   k. Other substantiating documentation that justifies and supports the payment request.

4. Page 4 and subsequent pages as needed shall include the supporting documents for the reimbursement request including signed timesheets, payroll reports, invoices from vendors marked as described above. (See Section E below.)

C. HUD Related Requirements

1. Federal regulations require that reimbursement under the Grant is tied to (a) beneficiary data reporting and (b) program performance. Failure to meet reporting deadlines for performance and/or beneficiary service data will suspend temporarily the processing of Grantee payment requests. Staff unavailability does not waive the requirement to meet reporting deadlines, and Grantee shall ensure that adequate staff are trained or cross-trained to prepare and submit reports timely.

2. The Grantee should be aware that HUD maintains an *Integrated Disbursement and Information System* ("IDIS"), a database in which the Grantor must make reports during the performance period on each Grantee's account. HUD flags subrecipient accounts when reporting is not provided by a deadline. Such a flag shall constitute a default. Multiple flags or failure to meet the conditions for HUD to remove a flag may result in suspension or termination in keeping with Section XII (C) of this Agreement.

D. Schedule for Submission of Reimbursement Requests

1. Requests for reimbursement shall be submitted in a timely manner by the date due. Failure to meet a deadline shall constitute a default.

2. On the 10th day of each month, the Reimbursement Request shall be for the prior month; provided however, the September reimbursement request must be submitted earlier in October on the date specified by the Office of the Chief Financial Officer of the District of Columbia, which is usually between the 5th and 7th day of October. *(Grantee may wish to use other funding sources for the late September payroll to facilitate meeting the deadlines.)*

3. In order to close-out the grant by September 30th, the October request should be the only request submitted in September.

4. The monthly schedule for submission is as follows:

Month	Due Date
March	April 10th
April	May 10th
May	June 10th
June	July 10th
July	August 10th
August	September 10th
September	October 5th or 7th as specified by the DC CFO
October	November 10th
November	December 10th
December	January 10th
January	February10th
February	March 10th

5. As applicable, expenses incurred pursuant to a project commitment in IDIS that has been approved by the Grantor and are otherwise eligible for reimbursement at the Grantor's sole discretion, may be reimbursed, regardless of when those expenses were incurred.

E. Source Documentation

1. All costs and obligations incurred under this Grant Agreement must be supported by source documentation (e.g. invoices, receipts, contracts, canceled checks, etc.). Documentation may also include approved time distribution sheets and certified payroll reports for employees and contracts.

2. The Grantee must satisfy all documentary requirements to the reasonable satisfaction of the Grantor prior to the disbursement of Grant funds.

F. Requirements Applicable to Disbursed Funds/No Escrow

1. Grantee shall not escrow Grant funds. However, nothing shall prohibit the Grantee from supplementing funding for these activities from other sources including other grants, funders or donors.

2. Any cash advances disbursed pursuant to this Agreement must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate

cash requirements of the Grantee in carrying out the purpose of the Grant. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct Grant program or project costs and the proportionate share of any allowable indirect costs.

3. If at any time it is determined that more Grant funds are disbursed to Grantee than what was required by the Grantee's immediate disbursement needs, Grantee shall immediately return to Grantor the excess funds.

4. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations or fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee.

G. The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect cost rate, as further described in Section (C)(4) and Section (C)(5) (Reporting Requirements) below.

H. In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant proceeds within three (3) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant proceeds, unless another date shall be agreed to be the parties in writing. The Grantor reserves the right to recover such losses by any legal remedy available.

Section VII. Budget Modifications

A. Any amendments to the budget (change in the amounts specified in the individual cost categories set forth in Exhibit B). may be approved by the Grant Administrator, so long as the total amount of the budget is not exceeded.

B. Any increase in the total Grant amount must be approved by the Director of the Department. If the change is made at the request of the Grantee, the request shall be in writing dated and shall be submitted on a Budget Modification Form, attached hereto as Exhibit E.

1. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and dated using the appropriate excel format or the appropriate online portal if available.

2. The Grantee shall make modification requests by June 1st, to allow sufficient time for processing prior to the start of the fourth quarter of the fiscal year. No more than two modifications may be required in the performance period. Requests for modification to the budget shall not be approved after June 1, 2025, except for extenuating circumstances specified in writing, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion.

3. The Department will not approve reprogramming of personnel funds for positions not filled in compliance with this Agreement and Grantee's personnel policies submitted to Grantor. If at any time DHCD requires a more detailed budget breakdown than the one contained herein, the Grantee shall provide such supplemental budget information in a timely fashion and in the form and content prescribed by DHCD.

Section VIII. Conditions Precedent to Grant Closing and Grant Disbursement

Grant closing shall mean the date on which Grantee has satisfied all conditions precedent to execution to the satisfaction of the Grantor, at which time both parties have executed and delivered the Grant Agreement. No Grant proceeds shall be disbursed prior to Grant closing.

The following conditions must be met prior to Grant closing:

A. Eligibility Determination. Determination by the Grantor that Grantee's proposed Grant activities meet eligibility and national objective requirements specified by the CDBG Program regulations at 24 CFR §§ 570.200 through 570.209. Grantor has determined that the proposed Grant activities are eligible for CDBG Program funding pursuant to 24 CFR 570.201(e) (provide housing counseling services to low- to moderate-income households).

B. Environmental Clearance. Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historic preservation reviews, and HUD has issued an approval of the release of funds.

C. Due Diligence Submissions. The following items must be delivered to DHCD for approval prior to Grant execution and Grant closing:

1. Articles of Incorporation, organizational by-laws and certification of nonprofit status.
2. Board/Corporate Resolution, memorializing
   a. the Grantee's intent to enter into this Agreement
   b. identifying the total Grant amount of the award
   c. identifying the Grant Number
   d. identifying the funding source(s) of the award, and
   e. identifying the authorized person by name and title who is authorized to sign on behalf of the corporation to enter into this Agreement.
3. Certificate of Good Standing
   a. issued by the DC Department of Licensing and Consumer Protection (DLCP)
   b. certified within 6 months of the Effective Date of this Agreement.
4. Certificate of Clean Hands
   a. issued by the DC Office of Tax and Revenue (OTR)
   b. certified within 90 days of this Agreement.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia to carry out the Grant activities.
6. Evidence that Grantee has obtained insurance, as provided in Exhibit H. If the renewal period for any insurance requirement occurs during the Grant performance period, the Grantee is required to submit to the Grantor evidence (Certificate Of Insurance) of insurance renewal to cover the remaining Grant performance period.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Effective Date.
8. An Affirmative Action Plan ("AAP") must be submitted by the Grantee for review and approval by the District prior to Grant execution and the disbursement of any Grant proceeds. The AAP shall be in a form to be determined by the District and must detail the Grantee's efforts to comply with the District's goals for achieving equal employment in District government contracts and set forth specific standards for the utilization of minorities in all job categories, as required by Mayor's Order 85-85 and District law.
9. Drug-free Workplace Certification (Exhibit F).
10. Debarment affidavit and verification confirming that Grantee is not debarred or suspended or otherwise excluded from or ineligible for participation in federal or District assistance programs under Executive Order 12549 or District law.

D. Opinion of Counsel. Grantee shall submit a written opinion of the Grantee's attorney, which states that the attorney has read the Grant documents and that the Grantee:

- Is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary.
- Has the full authority and legal right to carry out the terms of this Grant Agreement and all documentation required hereunder to be executed by Grantee; and
- Has taken all actions to authorize the execution, delivery and performance of this Grant Agreement and any documents required to be executed in connection with the Grant according to their respective terms

The Opinion shall further state that none of the aforesaid actions, undertakings or agreements violate any restriction, term, condition or provision of the Grantee's organizational documents or any contract or agreement to which Grantee is a party or by which it is bound. The Opinion must identify the Grant Agreement by name and Grant number, and the counsel must specifically identify the documents upon which the Opinion is based.

E. Current on District Obligations. Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant, including all local taxes and charges affecting Grantee's business.

F. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Proceeds, including, but not limited to the Council of the District of Columbia and the Chief Financial Officer of the District of Columbia.

G. Clearance Approval issued by the DHCD Office of Program Monitoring.

Section IX. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. The Grantee shall cure all report deficiencies identified by the Department and resubmit for approval by the Grantor within 14 calendar days of the notification. The requirements of monthly and quarterly reports [VII.(A) and (B) are in Exhibit C.]

A. Monthly Reporting

Monthly Performance Reporting. The Grantee shall use the online reporting portal provided by the Grantor and shall provide a complete performance report by the 10th day of each month reporting on Grant activities, accomplishments and performance of the prior month. Failure to submit the report by the tenth day of the month following the end of each

month shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

B. Quarterly Reporting

On the 10th day of January, April, July, and October, the following quarterly reports for the previous three months shall be due and provided by the Grantee in the form and method required by Grantor:

1. Quarterly Report on **Beneficiary Data and Demographics** (separate reports for PS, NPS and NRSA).

2. **Banking Report** (as applicable)

3. **Non-expendable Equipment Inventory Report** (as applicable) (the purchase or lease of non-expandable equipment). The purchase of all computer equipment must have prior approval from the Department.

4. **Procurement Report** (as applicable).

5. Copies of the **Minutes of the Board of Directors** meetings, which took place during the previous quarter; and

6. **Language Access Report** (optional) – If services are provided in languages other than English, we encourage a language access report to be made.

Failure to submit any or all Quarterly Reports by the tenth day of the month following the end of a quarter shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

C. Additional Report Requirements

The following reports are due to the Department within the timeframes indicated below. If these documents were previously submitted, they must be updated and resubmitted.

1. Fringe Benefits Report

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects funded from the proceeds of this Grant shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefits rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the change. The report shall be submitted to DHCD within fifteen (15) days of Grant execution.

The fringe benefits rate for any personnel costs funded by this Grant shall not exceed 20% of the base salary rate indicated in Schedule A Form A (3-2) of the budget (Exhibit B).

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to the date of the Offer Letter.

All personnel costs approved under this Grant Agreement must be filled within ninety (90) days of Grant execution or within ninety (90) days of the vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than ninety (90) days, whether intermittent or consecutive, at any time during the Grant period may result in the loss of funds for the position.

Grantee must submit transcripts of training or continuing education for individual staff and counselors to the Grantor.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with CDBG funds, in accordance with the requirements specified in 2 CFR Part 200 (Exhibit D). The property inventory list must include, at a minimum, a short

description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

a. The Grantee shall submit a budget and Cost Allocation Plan showing its direct and indirect costs and the allocation of such costs to the Grantee's activities, including the administration of the activities and services provided under this Agreement. The plan must show all allowable and unallowable costs and how such costs are included in the direct and indirect costs in accordance with 2 CFR Part 200.

b. A current Cost Allocation Plan must be submitted no later than thirty (30) days following Grant execution.

c. The Cost Allocation Plan must include all sources of funding for the Grantee, including this, Grant and to which program/cost centers each source has been applied using the Grantee's chart of accounts (referencing individual budgetary line items).

The Grantee must provide:

i. the total amount of funding from each funding source,
ii. the total staff employed by the Grantee, regardless of funding source, staff allocation per grant/program and the estimated percentage of time spent per grant program.

d. As required by HUD, the Cost Allocation Plan is subject to approval by the Grantor. The Grantee shall cure any defects or omissions in the Cost Allocation Plan within 60 calendar days of the notice to cure.

e. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. The waiver request must detail the reasons for the waiver request and include a copy of the relevant audited financial statements.

f. Claims for reimbursement of documented Grant expenses shall comply with 2 CFR Part 200 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.

5. Indirect Cost Rates

a. Grantees may request reimbursement for indirect costs based on their Cost Allocation Plan. The Cost of Allocation Plan must be reviewed and approved by the Grantor. The Grantee is required to keep records of the expenses charged to the Indirect Cost Rate for monitoring and close-out.

Grantees with Indirect Cost Rates are required to use their indirect cost rate. Grantees with provisional rates must demonstrate the rate is not expired or that it is currently used by a Federal Agency in awarding Federal funds to the Grantee during the current Fiscal Year. Other Grantees may use the Federal *de minimis rate* of 15%. In either case (*De Minimis rate* or Federally Approved rate), Grantee shall maintain records (available during monitoring, or close-out or upon request) indicating which costs in the cost allocation plan and the dollar amount have been attributed to the Indirect Cost.)

Indirect cost rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with supporting documentation. DHCD will not make adjustments to indirect cost rates after June 1st.

The Grantor does not issue or award Indirect Cost Rates.

Grantees who wish to obtain a Federally authorized Indirect Cost Rate are encouraged to contact the "Cognizant Agency" which is the US Department of Health and Human Services.

b. For all personnel costs funded under this Agreement, Grantee must maintain documentation for use of indirect cost funding and provide the same when requested for verification of expenditures in keeping with the approved cost allocation plan, including, but not limited to cancelled checks, employee signed and supervisory approved employee time sheets, invoices and bank records.

c. Expenses charged to an indirect cost rate must be accompanied by and cross-referenced to and reconciled with an independent audited financial statement, which accounts for all (grant funded and non-grant funded) activities by the Grantee during the fiscal year in which the indirect cost rate is based.

6. Organizational Audit

Grantee must submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year.

Note to All Grantees: All Grantees must ensure their financial records are available for review or audit by appropriate officials of the Federal Government and the District Government.

7. Auditor's Management Letter.

Grantee shall submit an auditor's Management Letter to the Grantor at the time it submits the annual audit.

8. Procurement Policy. Accounting Policies and Procedures. and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution, the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of the Grant. These policies and procedures shall be in accordance with the requirements of 2 CFR Part 200. The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

If the Grantee has previously submitted these documents, and the documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a certified statement (the "Re-certification Letter") to the Grant Administrator indicating when the most current document was submitted to the District and certifying that no changes to these policies and procedures have since been made.

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D. Summary of Report Deliverables and Receipt Due Dates:

	Report	**Receipt Due Date**
1	Monthly Performance Report	No later than the 10th day of each month
2	Quarterly Beneficiary Data	No later than January 10th, April 10th, July 10th and October 10th – a separate report for each use: PS-NPS-NRSA
3	Language Access Report (Optional)	No later than January 10th, April 10th, July 10th and October 10th
4	Fringe Benefits Report	Within 15 days of Grant execution
5	New Hires/New Employees Information (Job Description & Resume) HUD certificate if certified counselor	10 Days prior to the Offer Letter of Employment being sent to the candidate
6	Notice of Vacant Position	Within 10 days following the vacancy
7	Non-expendable Equipment Report	Within 15 days of Grant execution and quarterly thereafter
8	Procurement Policies and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
9	Accounting Manual and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
10	Cost Allocation Plan (based on and tied to the most recent audit)	Within 30 days of Grant execution
12	Independent Financial Audit	Within 90 Days of the Close of the Grantee's Fiscal Year

	Report	Receipt Due Date
13	Single Audit Report (if applicable)	Within 30 Days of submission to the Federal Audit Clearinghouse
14	Auditor's Management Letter	Submitted with the submission of the Audit
15	Requests to revise Budgets and/or Workplans	Prior to the 1st day of June
16	Grantee's Close-Out Report (Section XV.) Inventory Report & Annual Report	Within 90 Days of the end of the Term of the Grant.
17	HUD 9902	Within 30 Days of Submission to HUD
18	HUD Monitoring Report	Within 30 Days of Receipt from HUD monitor or the HUD intermediary monitor.

Section X. Accounting/Audit Requirements

A. Accounting System

1. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in Exhibit B.

2. Accounting records should be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.

3. Any funds provided to the Grantee or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest-bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

Grantee shall submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year, contingent on the following:

1. Grantees receiving an aggregate of $1,000,000 or more from all funders in Federal funds must in accordance with Federal regulations obtain an independent audit (Single Audit Act of 1984 , Single Audit Amendments Act of 1996, and 2 CFR Part 200). A standard audit may be supplied pending the completion and submission of the Single Audit.

2. Grantees:
   (a) Required to be audited by any State or political subdivision(s) thereof (whether by statute or regulation) or
   (b) Who conduct an audit to submit to any government or private funder, or foundation or corporate funder or
   (c) Whose governing body or senior management obtains an audit,

   shall be required to submit that audit to the Grantor upon receipt of the same.

If the Grantee is not audited in accordance with (1) and (2) above, the following shall apply:

3. A Grantee whose corporate entity receives or expends less than $999,999 as reported to the Internal Revenue Service in the 990 Tax Return without amendments, deletions or summarized details must file with the Grantor a financial report prepared by an independent Certified Public Accountant and certified by the same that contains:
   - income statement or Statement of Activities,
   - balance sheet or Statement of Financial Position,
   - statement of Functional Expenses by program or cost centers such statement to break out separately the Grantor's funding by Grantor's program(s) separately from all programs or cost centers used.
   - statement of cash flows, and
   - independent review and certification of the financial statements including a review of the management's financial internal controls.

   In addition, the nonprofit organization must file a biennial audit that covers both years within a biennial period. See 2 CFR Part 200, Subpart F.

4. The Grantee shall fully clear any deficiencies noted in the audit reports within sixty (60) days after receipt by the Grantee.

5. . Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default of this Grant and may result in the withholding of future payments and/or debarment from participation in future Grants.

Section XI. Grant Administration

The Grant Administrator is:

William Winston
Associate Director for Community Services
DC Department of Housing and Community Development
1909 Martin Luther King Avenue SE, Room 304
Washington, D.C. 20020.

The telephone number is (771) 208-9628. All concerns regarding the technical implementation and interpretation of this Grant are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line-item changes and terms) where there is no dollar increase.

Section XII. Repayment of Grant Funds/Grant Performance Monitoring Default and Remedies

A. HUD Monitoring

The Grantee is subject to monitoring by HUD and agrees to provide all required information, data, records, files including client files, case notes, correspondence and emails, reports, beneficiary data, performance data, financial records, supporting documentation, to satisfy HUD monitoring. Notwithstanding the date of a finding by HUD, should HUD make a finding, the Grantee shall be responsible to cure the defect, and should HUD require repayment of Grant funds for any reason to the Federal Government, the Grantee shall be responsible for repayment in the amount specified by HUD. Repayment shall be made to the District of Columbia and by the District to the Federal authority in satisfaction of the HUD requirement. HUD monitoring is not confined to the performance period but extends through the record retention period provided in Section XV.

B. Grant Performance Evaluation

1. DHCD will monitor the performance of the Grantee to ensure that the goals and performance standards stated in the Statement of Work and Work Plan and RFA are being achieved according to schedule and within budget.

2. All records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. Grantee shall make timely submission of all information and/or records requested by DHCD or HUD to assess performance under the Agreement.

C. Suspension or Termination of Grant Assistance

1. In accordance 2 CFR 200.340 and 200.341 and 200.343, suspension or termination of CDBG Grant assistance may occur according to the Default provision in subsection D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner.

2. If Grantee fails to correct the substandard performance within thirty (30) days after receiving written notice from DHCD, suspension or termination of this Agreement will be initiated.

3. In accordance with 2 CFR 200.340(a), suspension or termination of Grant assistance may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

Subject to any applicable notice requirement and right to cure, the occurrence of any of the following shall constitute an event of default:

1. Failure to comply with any of the CDBG Program rules, regulations or provisions referred to in this Agreement, or such other Federal or District statutes, regulations, executive orders, District of Columbia mayoral orders, HUD rulings, policies or directives applicable to this Grant:

2. Failure to comply with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement.
3. Substandard performance by the Grantee or any of its agents under this Agreement, as determined in the sole and reasonable discretion of DHCD; or
4. Improper use of funds provided under this Agreement.

A determination of default shall be made in the sole and reasonable discretion of DHCD.

E. Remedies for Default

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of a written notice to the Grantee, Grantor may take one or more of the following actions, as determined in its sole discretion:

1. Terminate and suspend further disbursement of any remaining Grant assistance.
2. Disallow all or part of the cost of the activity or action that is not in compliance with this Agreement.
3. Wholly or partially suspend or terminate the current Grant award; or
4. Take other legal remedies that may be available.

F. Termination for Convenience

The Grant may be suspended or terminated on the basis of convenience as provided in 2 CFR 200.340(a).

G. Reversion to DHCD of Grant Assistance

1. Upon default by the Grantee under the terms of subsection D above, which has not been cured, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request the following:

i. Any Grant funds in its possession (whether or not committed),
ii. Any accounts receivable attributable to the use of Grant funds; and
iii. The portion of any income directly generated by (or the prorated proportion of) Grant funds for the activities described in this Agreement.

2. Upon final completion of the projects and activities for which CDBG funds have been provided by DHCD, expiration of the term of this Agreement, cancellation, or determination of this Agreement, the Grantee shall transfer any unspent, excess or surplus CDBG Grant funds, to include accounts receivable attributable to the use of the CDBG funds.

H. Grantor Non-Waiver

DHCD's delay or failure to act with respect to a breach by the Grantee does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section XIII. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, and 2 CFR Part 200, as deemed applicable by the Grantor. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Fund Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Organizational Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter arising from this Grant Agreement.

D. Cancellation Ceiling

In the event of cancellation of the Grant because of non-appropriation of funds for a specific fiscal year, there shall be a cancellation ceiling of zero dollars.

E. Anti-Deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, Grantor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code§ 47.105. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-Deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section XI. of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements.
2. Performing technical evaluations as required.
3. Interpreting the Statement of Work and other language in the Grant.
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with the District and other laws and regulations applicable to the Grant.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

Babatunde Oloyede
President and CEO
Marshall Heights Community
Development Organization
3939 Benning Rd, NE
Washington DC 20019
202-650-5658
boloyede@mhcdo.org
www.mhcdo.org

H. Misuse of Grant Funds

Any alleged fraud, waste, abuse or mismanagement of Grant funds shall be immediately reported to the Grantor and the District of Columbia Office of the Inspector General ("OIG"). The OIG may be reached at (202) 724-TIPS (8477) and (800) 521-1639 or at oig.dc.gov

I. Nonassignability

Grantee will not sell, assign, pledge or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

Section XIV. Insurance

A. The Grantee shall obtain at least the minimum insurance coverage set forth in this Section XIV. and Exhibit H prior to the Effective Date and keep such insurance in force, as may be applicable, throughout the Grant period of performance.

B. Fidelity Bond: The Grantee must procure Fidelity Bond coverage in an amount equivalent to the total Grant budget. Pursuant to 2 CFR Part 200, Fidelity Bond coverage is required to protect the District's interest in the dollar amount of the Grant. Should Grantee be unable to procure a Fidelity Bond, Grantee shall submit proof that it has obtained general liability insurance that covers internal employee criminal activity or directors' and officers' liability insurance.

Section XV. Records Retention/Access

A. Records Retention

The Grantee shall retain all records demonstrating compliance with CDBG requirements and that are pertinent to this Grant for no less than five (5) years from Close-out of this Grant Agreement, including any extension thereof made in accordance with Section XVI. [Option to Extend] and including but not limited to Close-Out in IDIS of any HUD requirements. See Exhibit 5.1 in this link: https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-5.pdf

B. Extension of Retention Period

Notwithstanding the foregoing retention requirement in paragraph A above, if any litigation, claim, HUD monitoring or audit is initiated before the expiration of the retention period, records shall be retained for a period of not less than four (4) additional years following completion of the actions and resolution of all proceedings (e.g. litigation, claim, HUD monitoring or audit) involving the records.

C. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility, progress and achievement toward program goals and secure such records in a manner subject to applicable privacy laws. Such data may include, but is not limited to, client name, address, income level, case notes, correspondence and a description of service(s) provided. The Grantee shall use software which is HUD compliant to maintain client records. The Grantee shall transmit client records and files in a manner that is compliant with HUD's Personally Identifiable Information (PII) requirements.

D. Access to Records

All Grantee books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Grant funds shall be made available to the Department, HUD, its designee, representatives of the Inspector General of the District of Columbia or the Office of the DC Auditor at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.

E. National Objectives

The Grantee agrees to maintain documentation that demonstrates that the activities carried out with CDBG funds provided under this Grant meet the CDBG national objective of benefiting low- and moderate-income persons, as defined in 24 CFR part 570.208.

F. Copyright

If this Agreement results in any copyrightable material or inventions, DHCD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Section XVI. Federal and District Public Policy Requirements

Grantee shall fully comply with the following Federal and District policy requirements, as deemed applicable by Grantor:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federal-assisted and federal conducted programs and activities .

C. The requirements of Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

D. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.-) and implementing regulations at 24 CFR I part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

E. The requirements of Executive Order 11246, as amended by Executive Orders 11375. 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

F. The Conflict of Interest provisions of Federal and District laws strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of Federal funds to comply with 2 CFR 200.317 to 200.327 and

any sections of Title of 24 the Code of Federal Regulations concerning CDBG funding which are more restrictive than the Uniform Guidance Code for use of CDBG funds. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within (fifteen) 15 business days of execution of the Grant Agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict-of-Interest declarations to be executed by each employee and board member.

G. The Hatch Act. Chapter 15 of Title V. United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

H. The National Environmental Policy Act or other legislation implemented by 24 CFR part 58.

I. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement as Exhibit F.

J. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991H FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.

2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any grant,

or the entering into any extension. continuation. renewal, amendment of modification of any grant.

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and

c. He or she will include the language of the certification in all sub- grant awards at any tier and require that all recipients of sub-grant awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this Grant imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure, as the applicable grant shall so provide.

K. The Americans with Disabilities Act of 1990 (ADA) - Notwithstanding anything contained herein to the contrary, during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

L. The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are applicable pertaining to economic opportunities for low and very low-income persons. 24 CFR part 135.

M. First Source Program - Contractors and subcontractors of a government-assisted Project totaling $300,000 or more must comply with the District's goals for the recruitment, referral and placement of District residents. See D.C. Law 5-93, as amended, D.C. Official Code§ 2-219.01 et seq.

Section XVII. Close-Out Provisions

Activities and tasks during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor, and determining the custodianship of records (which shall remain the responsibility of the Grantee unless a determination is made otherwise). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over District appropriated funds and the record retention period, whichever is longest. Grantee shall submit the following items within the time frames indicated in this Section after completion of Grant activities or expiration or termination of this Agreement.

1. All activities are eligible, were completed and met a national objective.
2. All grant funds were expended in full, or all remaining funds are to be returned to Grantor.
3. All reporting requirements were completed and submitted (except for the final report that is submitted during the closeout process).
4. Any special conditions were met; and
5. All deficiencies or corrective actions affecting the Grant were resolved.

A. Grant Close-Out Report

The Grantee shall submit to the Grantor a Grantee's Close-Out Report ("Report") within ninety (90) days after expiration of the Grant term, termination of the Grant, or final payment for activities under this Agreement, whichever occurs later. This Report, at a minimum, shall include a narrative of the Grantee's completed tasks based on the activities, performance measures and goals set forth in the Statement of Work. The Report shall be completed using a form provided by the Grantor. The Grantee shall provide any information or data Grantor requests for Close-Out. In the Grantor's sole discretion, the reporting provided during the term of this Agreement may be accepted in lieu of the Grantee's Close-Out Report if those reports contain all information required in this section.

B. Documentation of Expenses

Within ninety (90) days after the expiration of the Grant, the Grantee shall provide to Grantor documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses.

C. Equipment Inventory

The Grantee shall submit to Grantor a list of all furniture, fixtures, equipment and vehicles purchased with Grant funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with 2 CFR Part 200.

D. Audit

The Grantee shall submit an audit or financial statement, as applicable, and as provided in Sections IX and X. of this Agreement.

E. Transfer of Records

Grantee shall, within ninety (90) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

F. Grantee's Obligations

The Grantee's obligations to DHCD remain in effect through the period of record retention as stated in Section XV.

Section XVIII. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion, and if legally permitted, extend the term of the Grant no more than two (2) times for one-year terms, or any fraction of one year, or multiple successive fractions thereof.

B. Grantor will endeavor to provide Grantee a preliminary written notice of its intent to extend at least thirty (30) days before the end of the Grant Term. The preliminary notice does not commit the District to an extension or authorize additional Grant funds to Grantee.

C. Any extension of this Grant is contingent upon the appropriation of funds for the applicable time period. However, the availability of funds shall not obligate the District to extend the Grant.

Section XIX. Total Agreement

The Grant Agreement, including specifically incorporated documents (to include the approved Statement of Work, the Work Plan, the approved Budget and the Grant attachments) constitute

the total and entire agreement between the Parties. Grantee understands and agrees to comply with the incorporated references contained in this Agreement and all applicable District and Federal laws and regulations.

Section XX. Applicable Law.

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia, unless otherwise controlled by federal law. In any proceeding relating to this Grant Agreement, each of Grantor and Grantee, hereby irrevocably submits to the jurisdiction of the Courts of the District of Columbia for the purposes of any suit, action or proceeding arising out of or relating to this Grant or transactions contemplated hereby.

Section XXI. Severability.

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XXII. Amendment.

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Grant activities, or the amounts specified in the Budget without the prior written approval of Grantor. The Grantee may request in writing approval of any proposed change to the Statement of Work or Workplan or the amounts specified in the eligible cost categories of the Budget and shall provide adequate supporting information and a revised budget along with its request. All such requests must be signed and dated.

Section XXIII. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or fully, by the Department.

1. The written or printed materials must include the authorized DHCD logo.

2. Written or printed materials include, but are not limited to, newspaper, radio and television announcements or advertisements, websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.
4. Grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to Grantee.
5. Grantee must provide copies of all marketing materials, brochures, flyers and other materials that publicize grant-funded activities to Grantor via email at dhcd.occo@dc.gov

Grantee shall publicize, as appropriate, to its constituency through social media, print, and online postings, DHCD communications and events that are related to Grant supported activities.

Section XXIV. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code§ 2-531 *et seq*. provides for the disclosure of public information. Specifically, the law provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Official Code § 2-170 l (13) .

This serves as your Notification that information /documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code§ 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXV. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, homeless status, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Sexual harassment is a form of sexual discrimination which is prohibited by the Act and Mayor's Order 2023-131 (Updated District Government Sexual Harassment Policy, Guidance, and Procedures), which is attached hereto as Exhibit I.

The prohibition against workplace sexual harassment extends to third parties doing business with or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies. By executing this Agreement, Grantee affirms that it will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1 I 00 et seq. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated.

Section XXVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addresses:

NOTICE TO GRANTEE:

Marshall Heights Community Development Organization
3939 Benning Rd, NE
Washington DC 20019
Attn: Executive Director/CEO

NOTICE TO GRANTOR:

D.C. Department of Housing and Community Development
Community Services
1909 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
Attn: Director

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTOR SIGNATOR PAGE]

DISTRICT OF COLUMBIA, a municipal Corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Colleen Green
Director

Legal Review:

Julia Wiley
Office of the General Counsel
Department of Housing and Community Development

3/17/25
Date

[Signatures continue on the next page]

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTEE SIGNATURE PAGE]

MARSHALL HEIGHTS COMMUNITY DEVELOPMENT ORGANIZATION INC.
a District of Columbia non-profit corporation

Babatunde Oloyede
President & CEO

March 17, 2025
Date

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit A Services to be Provided

- Statement of Work
- Section 3.2 Services (from the FY25 RFA)
- Workplan as approved by the Grantor

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit B Budget

- Schedules A (3-1) and A (3-2) for the First Performance Period

Exhibit C Required Reporting

- Monthly Performance Report
- Monthly Report of Group Trainings
- Monthly Report on Outreach and Marketing Activities
- Monthly Reporting of Special Activities
- Monthly Reporting of changes in personnel relative to grant work and payroll
- Quarterly Beneficiary Data
- Quarterly Language Access Report
- Quarterly Data Report

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit D Method to determine Client Eligibility for Services

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit E Budget Modification Form

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit F Drug Free Workplace Certification

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit G Service Area Eligibility

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit H Insurance Requirements

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit I **Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures**

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education, and training services to support DHCD's housing programs and initiatives and promote compliance with District housing regulations. All the services are intended to empower potential homeowners, actual homeowners, and tenants to preserve affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership, (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner-occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached work plan and performance measures. Marketing and outreach for the services provided is an activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals, and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of this service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling, (b) the Grantee's additional knowledge of the individual, and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow-up and conduct a final assessment of the impact of the services provided. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for HPAP/EAHP/NEAHP
A4: Inclusionary Zoning Orientation
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM
Budget Form A (3-1): Total Grant Budget

Rev. 12/09/2024

ORGANIZATION NAME:	Marshall Heights Community Development Organization, Inc
PERIOD OF PERFORMANCE:	2/1/2025-9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (If applicable):	
WARD (If applicable):	Ward 7
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$119,267.10	$64,956.48	$184,223.58
Credit Report	$0.00	$0.00	$0.00
Space	$0.00	$40,000.00	$40,000.00
Insurance	$0.00	$15,000.00	$15,000.00
Telephone	$0.00	$3,500.00	$3,500.00
Consumables	$2,000.00	$500.00	$2,500.00
Marketing & Outreach	$551.08	$2,000.00	$2,551.08
Training	$0.00	$2,500.00	$2,500.00
IT Services & Support	$0.00	$13,785.00	$13,785.00
Audit CAP	$0.00	$4,500.00	$4,500.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$121,818.18	$146,741.48	$268,559.66
Total Indirect Costs (De Minimis Cost Rate 15%)	$12,181.82		$0.00
Total Costs	$134,000.00	$146,741.48	$268,559.66

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 12/09/2024

ORGANIZATION NAME:	Marshall Heights Community Development Organization, Inc.
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 to 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Number of Hours	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
Personnel Subtotals						$106,488.48

Fringe Benefits (Max 20%)	$12,778.62
Total NBAP Grant Personnel Costs	$119,267.10

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director		
2. Chris Earley, Deputy Director		
3. Julia Wiley, General Counsel	JW	3/14/25
4. Bill Winston, Associate Director of Community Services	JWLW	3/13/25
5. Ernest Merchant, Program Analyst	EM	3/13/25
6.		

SUBJECT:

Director's Comments:

Action

APPROVAL	CIRCULATE	CORRECTION	FILE	FYI	INVITATION	MEETING	SIGNATURE
☒	☐	☐	☐	☐	☐	☐	☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- University Legal Services, Inc.- NBAP FY25 Housing Services $1,047,859.90 Grant 2025-12

Originating Office

FROM:E. Merchant	TELEPHONE NUMBER:
DATE:3/13/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE: OFFICE OF THE DIRECTO MAR 17 '25 PM2:40

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

MAR 17 2025

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Ernest Merchant
Program Analyst

Date: March 13, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**University Legal Services**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$1,047,859.90**
ATTACHMENTS:	**FY25 Grant Agreement #2025-12** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

DISTRICT OF COLUMBIA.

COMMUNITY SERVICES
HOUSING COUNSELING SERVICES

GRANT AGREEMENT

BY AND BETWEEN
THE DISTRICT OF COLUMBIA
AND

UNIVERSITY LEGAL SERVICES INC.

This Grant Agreement ("Grant" or "Agreement"), is made effective as of March 14, 2025, ("Effective Date"), by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the D.C. Department of Housing and Community Development (hereinafter referred to as "Department," "DHCD" or "Grantor") and University Legals Servcies, a District of Columbia non-profit corporation Grantee [DUNS No. Unique Entity Identifier (UEI) NUHRJ8ZMKLN8] (hereinafter referred to as "Grantee") with its principal place of business at 220 I St NE Ste 130 Washington DC 20002. Grantor and Grantee shall be collectively referred to herein as the "Parties."

RECITALS

1. The Department with offices at 1909 Martin Luther King Jr Avenue SE, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975, D.C. Official Code§ 6-1001 *et seq.*, and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Department is authorized to fund community based non-profit organizations that provide housing counseling services for low- and moderate-income persons.

3. On June 7, 2024, the Department published a Notice of Funding Availability ("NOFA") in the D.C. Register, which announced the forthcoming issuance of the Fiscal Year

("FY") 2025 Request for Applications ("RFA") for the Neighborhood-Based Activities Housing Counseling Services Program ("HCSP"). The RFA was issued on June 21, 2024, that solicited applicants to provide services to District of Columbia ("District") residents as a part of the Department's HCSP. HCSP includes Public Services ("PS"), and Non-Public Services ("NPS") as defined in Section I herein. U.S. Department of Housing and Urban Development ("HUD") approved counseling agencies employing one or more certified HUD counselors are eligible to provide both PS and NPS services, while organizations which do not have HUD approval status may provide PS services only. The RFA included an opportunity for applicants to provide one or more of seventeen (17) services listed in the RFA. These services include HUD-approved counseling in keeping with 24 CFR 5.100 and related Federal regulations (in 2 CFR Part 200, and 24 CFR Part 214) as well as services related to local DC programs which are administered by the Department. The RFA and the requirements set forth therein are also incorporated by reference herein.

4. The Grantee's RFA application demonstrates that its organization possesses project management, and organizational and administrative capacity to successfully perform as a nonprofit grant subrecipient under the Department's HCSP, and accordingly DHCD has determined to award a grant to the Grantee in FY 2025 ("25" or "2025").

5. The Grantor proposes to fund HCSP grant activities in FY 2025 from its allocation of Community Development Block Grant ("CDBG") funds authorized by Title I of the U.S. Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), 24 CFR Part 570.

6. As a condition precedent to disbursement of the Grant proceeds to Grantee for the sole and exclusive purposes described in Exhibit A (which includes the "Statement of Work" and the approved "Workplan", both attached hereto and made a part hereof), the Department requires that Grantee enter into this Agreement setting forth the terms and conditions of the Grant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are hereby incorporated by reference and made a part hereof.

Section I. Definitions.

A. As used herein, the following terms shall have the meanings indicated:

a) **Fiscal Year**: All references to Fiscal Year(s) ("FY") herein refer to the District Government fiscal year which is October 1st to September 30th
b) **Neighborhood Revitalization Strategy Area** ("NRSA") refers to the HUD approved areas of Wards 7 and 8 which have been designated as strategic areas for revitalization. Services to Ward 7 and Ward 8 regardless of whether Public Service or Non-Public Service, attributed to the NRSA.
c) **Non-Public Services** refers to 24 CFR 5.100 counseling services provided to clients in connection with the purchase of a specific home. All other 24 CFR 5.100 counseling is Public Service.
d) **Public Services** refers to all other services and may include group training and/or one on one counseling.
e) **Performance Periods**: The Performance Period is defined as the start date and end date for which Grant funds are awarded to execute an approved Workplan and Statement of Work in keeping with the RFA for FY 2025. (See Section IV below.)

Section II. Exhibits.

The Exhibits listed below and the terms and conditions of the same are incorporated herein and made a part of this Agreement.

A. Services to be Provided
- Statement of Work
- Section 3 from the FY 25 RFA: Services
- Workplan as approved by the Grantor

B. Budget
- Schedules A (3-1) and A (3-2) for the First Performance Period

C. Required Reporting Forms
- Monthly Performance Report on group trainings/orientations/workshops and one on one counseling (in connection with the Statement of Work and Workplan), as well as reports on DHCD certificates issued, outreach and marketing activities, and upcoming group trainings.
- Quarterly Beneficiary Data and Demographics for each of the following (a) PS, (b) NPS, and (c) NRSA activities.
- Quarterly Language Access Report (Optional)

- Quarterly Banking Report (as applicable)
- Quarterly Procurement Report (as applicable)
- Quarterly Submission of Minutes of Board of Directors Meetings

D Method to determine Client Eligibility for Services
E Budget Modification Form
F Drug Free Workplace Certification
G Service Area Eligibility
H Insurance Requirements
I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Section III. Grant Award

A. The Department shall make a Grant of the District's CDBG Entitlement Grant Federal Award No: B-24-MC-11-0001 ("CDBG Federal Award") to Grantee in an amount not to exceed One Million Forty-Seven Thousand Eight Hundred Fifty Nine Dollars and Ninety Cents ($1,047,859.90) (the "Grant") and is allocated as follows:

Sources and Uses of Funds:

Public Service ("PS") [CDBG EN]	$ 96,459.90
Non-Public Service ("NPS") [CDBG EN]	$ 281,400.00
NRSAs Ward 7 and Ward 8 [CDBG EN]	$ 670,000.00
TOTAL CDBG [EN]	$1,047,859.90

Notwithstanding the source of funds designated above, the Grantor reserves the right to provide funding from another source(s). In all instances, applicable Federal and District laws and regulations shall apply regardless of the funding source. The Grant award shall be used to fund a range of services which HUD has defined as Housing Counseling Services: Public Services and Non-Public Services by a HUD Approved Counseling Agency ("HCA").

The specific Grant activities are described in Exhibit A (attached hereto) which includes
(a) the Statement of Work,
(b) Lines of Services - Section 3.2 of the Request for Applications (RFA), and
(c) The approved Workplan

(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

C. The Grant services will benefit low-and-moderate income persons living in the District of Columbia. In keeping with recent Presidential Executive Orders, Grantees should only use grant funds for US citizens and should maintain such documentation to prove citizenship.[45]

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as Exhibit B. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.

D. The Catalog of Federal Domestic Assistance ("CFDA") number is 14.218.

E. The Uniform Administrative Requirements for Federal Grants are applicable to this grant award and are available online at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1. Also, the Grantee must comply with the Community Development Block Grants regulations 24 CFR part 570 that govern this award and other related HUD regulations, which are incorporated herein by reference.

Section IV. Grant Term and Periods of Performance

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2025. During this term, there are two Performance Periods. The First Performance Period is the Effective Date to September 30, 2025. The Second Performance Period is October 1, 2025, to December 31, 2025.

Funding for each Performance Period is in the sole discretion of the Grantor and requires meeting all due diligence requirements prior to award.

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[45] Examples of such document may include copies of unexpired state issued Real ID identification or driver's license, unexpired US passport or US passport card, active duty Military ID, current Green Card or Naturalization documents with state issued photographic identification.

The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of Grant funds or other Grant assets.

Section V. Statement of Work/CDBG Eligible Activities/Eligible Costs/Business Operations

A. CDBG Eligible Activities

1. Grantee shall use the CDBG Grant proceeds solely to fund Grantor-approved service activities that are intended to provide services and empower low- and moderate- income persons in the District of Columbia to make informed housing choices and achieve their housing goals, whether it's finding affordable rental housing, purchasing a home or obtaining financial assistance for critical home repairs.

The best way to provide this critical information to a client in order to assist them in their decision-making process is to adhere to 24 CFR 5.100[46] [in which a HUD certified counselor conducts (1) intake (2) financial and housing affordability analysis with affordability calculation (3) an action plan and (4) follow-up counseling to implement the action plan and achieve its stated goals].

The Grant services to be provided are described in Exhibit A. This description includes the major tasks, activities and project deliverables to be provided under this Grant. The Grantor reserves the right to alter or change the District of Columbia program requirements including eligibility, services provided, service methodology, service delivery and program goals during the performance period.

The proposed Grant activities are CDBG eligible activities pursuant to 24 CFR 570.201(e).

2. Grantee shall sponsor outreach events that inform the community about the Grant activities and participate in other community events as requested by Grantor.

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[46] 24 CRF 5.100: "Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling."

3. The Grantee must retain records which demonstrate that each activity funded under this Grant is CDBG eligible and document the amount of CDBG funds expended for each activity. This includes the activity itself, the outcomes, and the records concerning beneficiaries in keeping with subsection (B)(2) below receiving services. Any authorizations needed together with beneficiary statistical information should be obtained by the Grantee during intake or registration. HUD does not grant exceptions or authorize the District to make exceptions to this requirement.

B. CDBG National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention of slums or blight; 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. The Grantee certifies that the CDBG-assisted activities to be carried out under this Agreement will meet the National Objective of primarily benefiting low- and moderate-income persons (limited clientele activities) in accordance with Federal and District Requirements. The minimum threshold requires that at least 51% of the households served with CDBG funding must be low- and moderate-income households; provided however, that a Grantee whose application claimed additional scoring points for agreeing to provide Grant services to more than 51% low- and moderate-income beneficiaries, must adhere to the percentage they elected in their application.[47]

In accordance with the Grantee's election in their Application for a grant award and for receiving additional points in scoring, the Grantee has agreed to exceed the minimum requirement and to serve at least 90% low- and moderate-income beneficiaries.

Note: This percentage cannot be decreased as it was used for scoring in a competitive round of funding.

4. The Grantee shall disclose to any client that services are provided free of charge by a Grant funded by DHCD using Federal funds and therefore the Grantee has certain reporting

[47] In responding to the RFA published June 21, 2024, applicants were given the opportunity to receive additional points in scoring for committing to exceed the CDBG minimum threshold to either a 75% minimum or a 90% minimum.

requirements in order to provide the Grant services free of charge. The Grantee shall use appropriate forms to obtain a client authorization, as required, to comply with the terms of this Agreement and to meet HUD reporting requirements,

C. Staffing

Where HUD requires services are to be provided by a Certified HUD Housing Counselor, the Grantee shall comply with that requirement and not permit services reserved to HUD certified counselors to be provided by others.

To the extent applicable, Grantee agrees to secure the services of qualified personnel that are licensed and bonded in the District of Columbia to perform the CDBG Federal Award activities and services listed in Exhibit A.

Any changes in personnel or their general Grant responsibilities as set forth in Exhibit A are subject to the prior written approval of DHCD. In this regard, it is essential that the Grantee immediately report terminations and proposed new hires to the Grantor.

D. Business Operations

1. Grantee shall observe business hours of operation onsite in their service location(s) that align with District Government hours of operation specifically Monday through Friday 9:00 am to 4:30 pm (DC holidays excepted)[48] and shall ensure that sufficient staff are on site at Grantee's place of business to carry out Grant services.

2. During the hours of operations, Grantee shall have live answered telephones for incoming calls. If the Grantee's phone system utilizes an auto-attendant function or voicemail, announced option to the caller must include an option to press a certain key (such as "0" for an Operator) to be connected to a staff person in real time who can answer and field questions, redirect a caller to a staff person who can address a caller's inquiries, or provide registration information. DHCD and other DC agencies such as the Office of the Attorney General may check Grantee's compliance with this requirement from time-to-time.

[48] DC Holidays include New Year's Day, Dr. Martin Luther King, Jr. Holiday, Washington's Birthday, DC Emancipation Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Day.

E. Grantee may offer clients virtual appointments as well as virtual group informational or educational activities, but Grantee shall also provide clients an option for in-person services (including both in-person one on one appointments as well as some in-person group informational or educational activities.) The Grantee shall not refuse in-person services to DC residents.

F. Housing Resource Center (HRC) and Late Night Hours: As required by the RFA, "Applicants selected for the award shall participate (in a regular rotation) in staffing onsite at the Department's Housing Resource Center (HRC). The HRC provides services to DC residents by appointment and walk-ins." The HRC is located in the Grantor's offices at 1909 Martin Luther King Jr Av SE. The HRC coordinator, in conjunction with the Associate Director for Community Services, will develop a schedule in consultation with Grant subrecipients for staffing the HRC on a rotating basis on weekdays.

RFA applicants were awarded additional points in their score by committing to "Extended Office Hours." The options included providing office hours until 7:00 pm at least one (1) day a week in their office location and/or until 7:00 pm at least two (2) days a month in the HRC.

In accordance with the Grantee's selection in their Application for grant award and funding, the Grantee has committed to serve Extended Office Hours Extended Office Hours until 7:00 pm one (1) day a week in their office and one (1) day in the HRC.

Section VI. Disbursement/Required Support Documentation

A. Reasonable, Allowable, Necessary, Allocable

1. Grantee may request reimbursement for actual expenses incurred to provide services and as described in the Grant Budget (A 3-1 and A 3-2). Requests must meet all four criteria: reasonable, necessary, allowable, and allocable. (2 CFR 200.305)
   a. ***Allowable costs.*** Reimbursements are limited to the expenses directly related to activities supported by the grant activities and are subject to the regulations of the Federal and District Governments. Expenses related to activities should be necessary, reasonable, allowable and allocable.
   b. ***Limitations on allowable costs.*** A grantee may not use an indirect cost rate to determine allowable costs under its grant.
   c. **Some *Unallowable costs.*** Expenses that are not allowable include (but are not limited to) sales tax, late fees, debts, tips & gratuities, food, alcohol, controlled substances, cash reserves or investments, money given to individuals (including

donations, grants or loans), contributions to organizations, costs of fundraising, fund development, grant writing, advocacy, lobbying, and purchase of goods or services for personal use or benefit.

2. In addition, Grantee must demonstrate to the reasonable satisfaction of the Grantor that Grant performance milestones have been achieved. All requests for payment of eligible expenses shall be associated with the budget line items specified in Exhibit B (Budget Schedule A (3-1), estimated cost invoices and satisfactory Grant performance.

3. Grantees may not be reimbursed for expenses paid through Cash app or other similar peer-to-peer payment platforms, since such platforms create issues for recordkeeping, auditability, and compliance with grant regulations.

4. The Grantee shall not supplant funds or seek reimbursement for expenses that may be reimbursed by another grant (Federal, District, or private) either prior to or subsequent to reimbursement by the Grantor.

5. The Grantee must have the capacity for bookkeeping and accounting services required to track Grant expenses and create payment requests in keeping with Federal and District requirements, either on staff or by a third-party contractor.

6. The Grantee shall create and submit payment requests in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the Grantee to create and submit invoices by selecting the applicable purchase order number which is listed on the Grantee's profile.

7. All Grantees must be registered in the portal prior to invoice submission. The vendor portal website is **https://cfo.dc.gov./supplier_portal**. Please log onto the portal for further details and instructions. Questions can be submitted to **suppliers@dc.gov**.

B. Form of Submission of Payment Requests

1. The cover sheet to the reimbursement package must be the 30A Form of the Department [RCSD DHCD 306A Revised October 2024]. No other cover sheet is needed. This form should contain the Purchase Order Number, the IDIS Number, and the Partial Payment Number in accordance with Department's guidelines.

Payments requests are contingent upon certification by the Grantee in the following form as contained on the 306A (RCSD DHCD 306A Revised October 2024). The Certification is to be made by the chief executive officer, or the chief financial officer or the chief operations officer if the Governing Board has authorized this officer to act on behalf of the board to sign.

"I certify that all items, quantities and prices of work and material shown in the requisition are correct to the best of my knowledge and belief. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information , or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812." (2 CFR 200.415)

2. Page 2 and Page 3 shall be the Reimbursement Request A 3-1 and A 3-2.

3. Page 4 shall be the Invoice Cover Sheet with:
   a. A unique identifier (e.g. a row number or brief alphanumeric code) shall be assigned by the Grantee to non-personnel invoices and with the same unique identifier marked on each and every supporting document (e.g. receipt, proof of payment, cancelled checks, contracts, scopes of works, services rendered, vendor statement or document, Grantee's notes) submitted. The unique identifier shall be listed on the invoice cover sheet.
   b. Vendor's name
   c. Remittance address
   d. Invoice number
   e. Invoice date
   f. Contract number (also known as Grant Number)
   g. Purchase order number (if any)
   h. Invoice Amount
   i. The Amount which the Grantee is requesting reimbursement
   j. Quantity of goods/services delivered. Deliverables. Shipping and payment terms
   k. Other substantiating documentation that justifies and supports the payment request.

4. Page 4 and subsequent pages as needed shall include the supporting documents for the reimbursement request including signed timesheets, payroll reports, invoices from vendors marked as described above. (See Section E below.)

C. HUD Related Requirements

1. Federal regulations require that reimbursement under the Grant is tied to (a) beneficiary data reporting and (b) program performance. Failure to meet reporting deadlines for performance and/or beneficiary service data will suspend temporarily the processing of Grantee payment requests. Staff unavailability does not waive the requirement to meet reporting deadlines, and Grantee shall ensure that adequate staff are trained or cross-trained to prepare and submit reports timely.

2. The Grantee should be aware that HUD maintains an *Integrated Disbursement and Information System* ("IDIS"), a database in which the Grantor must make reports during the performance period on each Grantee's account. HUD flags subrecipient accounts when reporting is not provided by a deadline. Such a flag shall constitute a default. Multiple flags or failure to meet the conditions for HUD to remove a flag may result in suspension or termination in keeping with Section XII (C) of this Agreement.

D. Schedule for Submission of Reimbursement Requests

1. Requests for reimbursement shall be submitted in a timely manner by the date due. Failure to meet a deadline shall constitute a default.

2. On the 10th day of each month, the Reimbursement Request shall be for the prior month; provided however, the September reimbursement request must be submitted earlier in October on the date specified by the Office of the Chief Financial Officer of the District of Columbia, which is usually between the 5th and 7th day of October. *(Grantee may wish to use other funding sources for the late September payroll to facilitate meeting the deadlines.)*

3. In order to close-out the grant by September 30th, the October request should be the only request submitted in September.

4. The monthly schedule for submission is as follows:

Month	Due Date
March	April 10th
April	May 10th
May	June 10th
June	July 10th
July	August 10th
August	September 10th
September	October 5th or 7th as specified by the DC CFO
October	November 10th
November	December 10th
December	January 10th
January	February10th
February	March 10th

5. As applicable, expenses incurred pursuant to a project commitment in IDIS that has been approved by the Grantor and are otherwise eligible for reimbursement at the Grantor's sole discretion, may be reimbursed, regardless of when those expenses were incurred.

E. Source Documentation

1. All costs and obligations incurred under this Grant Agreement must be supported by source documentation (e.g. invoices, receipts, contracts, canceled checks, etc.). Documentation may also include approved time distribution sheets and certified payroll reports for employees and contracts.

2. The Grantee must satisfy all documentary requirements to the reasonable satisfaction of the Grantor prior to the disbursement of Grant funds.

F. Requirements Applicable to Disbursed Funds/No Escrow

1. Grantee shall not escrow Grant funds. However, nothing shall prohibit the Grantee from supplementing funding for these activities from other sources including other grants, funders or donors.

2. Any cash advances disbursed pursuant to this Agreement must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate

cash requirements of the Grantee in carrying out the purpose of the Grant. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct Grant program or project costs and the proportionate share of any allowable indirect costs.

3. If at any time it is determined that more Grant funds are disbursed to Grantee than what was required by the Grantee's immediate disbursement needs, Grantee shall immediately return to Grantor the excess funds.

4. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations or fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee.

G. The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect cost rate, as further described in Section (C)(4) and Section (C)(5) (Reporting Requirements) below.

H. In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant proceeds within three (3) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant proceeds, unless another date shall be agreed to be the parties in writing. The Grantor reserves the right to recover such losses by any legal remedy available.

Section VII. Budget Modifications

A. Any amendments to the budget (change in the amounts specified in the individual cost categories set forth in Exhibit B). may be approved by the Grant Administrator, so long as the total amount of the budget is not exceeded.

B. Any increase in the total Grant amount must be approved by the Director of the Department. If the change is made at the request of the Grantee, the request shall be in writing dated and shall be submitted on a Budget Modification Form, attached hereto as Exhibit E.

1. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and dated using the appropriate excel format or the appropriate online portal if available.

2. The Grantee shall make modification requests by June 1st, to allow sufficient time for processing prior to the start of the fourth quarter of the fiscal year. No more than two modifications may be required in the performance period. Requests for modification to the budget shall not be approved after June 1, 2025, except for extenuating circumstances specified in writing, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion.

3. The Department will not approve reprogramming of personnel funds for positions not filled in compliance with this Agreement and Grantee's personnel policies submitted to Grantor. If at any time DHCD requires a more detailed budget breakdown than the one contained herein, the Grantee shall provide such supplemental budget information in a timely fashion and in the form and content prescribed by DHCD.

Section VIII. Conditions Precedent to Grant Closing and Grant Disbursement

Grant closing shall mean the date on which Grantee has satisfied all conditions precedent to execution to the satisfaction of the Grantor, at which time both parties have executed and delivered the Grant Agreement. No Grant proceeds shall be disbursed prior to Grant closing.

The following conditions must be met prior to Grant closing:

A. Eligibility Determination. Determination by the Grantor that Grantee's proposed Grant activities meet eligibility and national objective requirements specified by the CDBG Program regulations at 24 CFR §§ 570.200 through 570.209. Grantor has determined that the proposed Grant activities are eligible for CDBG Program funding pursuant to 24 CFR 570.201(e) (provide housing counseling services to low- to moderate-income households).

B. Environmental Clearance. Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historic preservation reviews, and HUD has issued an approval of the release of funds.

C. Due Diligence Submissions. The following items must be delivered to DHCD for approval prior to Grant execution and Grant closing:

1. Articles of Incorporation, organizational by-laws and certification of nonprofit status.
2. Board/Corporate Resolution, memorializing
   a. the Grantee's intent to enter into this Agreement
   b. identifying the total Grant amount of the award
   c. identifying the Grant Number
   d. identifying the funding source(s) of the award, and
   e. identifying the authorized person by name and title who is authorized to sign on behalf of the corporation to enter into this Agreement.
3. Certificate of Good Standing
   a. issued by the DC Department of Licensing and Consumer Protection (DLCP)
   b. certified within 6 months of the Effective Date of this Agreement.
4. Certificate of Clean Hands
   a. issued by the DC Office of Tax and Revenue (OTR)
   b. certified within 90 days of this Agreement.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia to carry out the Grant activities.
6. Evidence that Grantee has obtained insurance, as provided in Exhibit H. If the renewal period for any insurance requirement occurs during the Grant performance period, the Grantee is required to submit to the Grantor evidence (Certificate Of Insurance) of insurance renewal to cover the remaining Grant performance period.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Effective Date.
8. An Affirmative Action Plan ("AAP") must be submitted by the Grantee for review and approval by the District prior to Grant execution and the disbursement of any Grant proceeds. The AAP shall be in a form to be determined by the District and must detail the Grantee's efforts to comply with the District's goals for achieving equal employment in District government contracts and set forth specific standards for the utilization of minorities in all job categories, as required by Mayor's Order 85-85 and District law.
9. Drug-free Workplace Certification (Exhibit F).
10. Debarment affidavit and verification confirming that Grantee is not debarred or suspended or otherwise excluded from or ineligible for participation in federal or District assistance programs under Executive Order 12549 or District law.

D. Opinion of Counsel. Grantee shall submit a written opinion of the Grantee's attorney, which states that the attorney has read the Grant documents and that the Grantee:

- Is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary.
- Has the full authority and legal right to carry out the terms of this Grant Agreement and all documentation required hereunder to be executed by Grantee; and
- Has taken all actions to authorize the execution, delivery and performance of this Grant Agreement and any documents required to be executed in connection with the Grant according to their respective terms

The Opinion shall further state that none of the aforesaid actions, undertakings or agreements violate any restriction, term, condition or provision of the Grantee's organizational documents or any contract or agreement to which Grantee is a party or by which it is bound. The Opinion must identify the Grant Agreement by name and Grant number, and the counsel must specifically identify the documents upon which the Opinion is based.

E. Current on District Obligations. Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant, including all local taxes and charges affecting Grantee's business.

F. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Proceeds, including, but not limited to the Council of the District of Columbia and the Chief Financial Officer of the District of Columbia.

G. Clearance Approval issued by the DHCD Office of Program Monitoring.

Section IX. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. The Grantee shall cure all report deficiencies identified by the Department and resubmit for approval by the Grantor within 14 calendar days of the notification. The requirements of monthly and quarterly reports [VII.(A) and (B) are in Exhibit C.]

A. Monthly Reporting

Monthly Performance Reporting. The Grantee shall use the online reporting portal provided by the Grantor and shall provide a complete performance report by the 10th day of each month reporting on Grant activities, accomplishments and performance of the prior month. Failure to submit the report by the tenth day of the month following the end of each

month shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

B. Quarterly Reporting

On the 10th day of January, April, July, and October, the following quarterly reports for the previous three months shall be due and provided by the Grantee in the form and method required by Grantor:

1. Quarterly Report on **Beneficiary Data and Demographics** (separate reports for PS, NPS and NRSA).

2. **Banking Report** (as applicable)

3. **Non-expendable Equipment Inventory Report** (as applicable) (the purchase or lease of non-expandable equipment). The purchase of all computer equipment must have prior approval from the Department.

4. **Procurement Report** (as applicable).

5. Copies of the **Minutes of the Board of Directors** meetings, which took place during the previous quarter; and

6. **Language Access Report** (optional) – If services are provided in languages other than English, we encourage a language access report to be made.

Failure to submit any or all Quarterly Reports by the tenth day of the month following the end of a quarter shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

C. Additional Report Requirements

The following reports are due to the Department within the timeframes indicated below. If these documents were previously submitted, they must be updated and resubmitted.

1. Fringe Benefits Report

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects funded from the proceeds of this Grant shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefits rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the change. The report shall be submitted to DHCD within fifteen (15) days of Grant execution.

The fringe benefits rate for any personnel costs funded by this Grant shall not exceed 20% of the base salary rate indicated in Schedule A Form A (3-2) of the budget (Exhibit B).

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to the date of the Offer Letter.

All personnel costs approved under this Grant Agreement must be filled within ninety (90) days of Grant execution or within ninety (90) days of the vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than ninety (90) days, whether intermittent or consecutive, at any time during the Grant period may result in the loss of funds for the position.

Grantee must submit transcripts of training or continuing education for individual staff and counselors to the Grantor.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with CDBG funds, in accordance with the requirements specified in 2 CFR Part 200 (Exhibit D). The property inventory list must include, at a minimum, a short

description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

a. The Grantee shall submit a budget and Cost Allocation Plan showing its direct and indirect costs and the allocation of such costs to the Grantee's activities, including the administration of the activities and services provided under this Agreement. The plan must show all allowable and unallowable costs and how such costs are included in the direct and indirect costs in accordance with 2 CFR Part 200.

b. A current Cost Allocation Plan must be submitted no later than thirty (30) days following Grant execution.

c. The Cost Allocation Plan must include all sources of funding for the Grantee, including this, Grant and to which program/cost centers each source has been applied using the Grantee's chart of accounts (referencing individual budgetary line items).

The Grantee must provide:

i. the total amount of funding from each funding source,
ii. the total staff employed by the Grantee, regardless of funding source, staff allocation per grant/program and the estimated percentage of time spent per grant program.

d. As required by HUD, the Cost Allocation Plan is subject to approval by the Grantor. The Grantee shall cure any defects or omissions in the Cost Allocation Plan within 60 calendar days of the notice to cure.

e. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. The waiver request must detail the reasons for the waiver request and include a copy of the relevant audited financial statements.

f. Claims for reimbursement of documented Grant expenses shall comply with 2 CFR Part 200 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.

5. Indirect Cost Rates

a. Grantees may request reimbursement for indirect costs based on their Cost Allocation Plan. The Cost of Allocation Plan must be reviewed and approved by the Grantor. The Grantee is required to keep records of the expenses charged to the Indirect Cost Rate for monitoring and close-out.

Grantees with Indirect Cost Rates are required to use their indirect cost rate. Grantees with provisional rates must demonstrate the rate is not expired or that it is currently used by a Federal Agency in awarding Federal funds to the Grantee during the current Fiscal Year. Other Grantees may use the Federal *de minimis rate* of 15%. In either case (*De Minimis rate* or Federally Approved rate), Grantee shall maintain records (available during monitoring, or close-out or upon request) indicating which costs in the cost allocation plan and the dollar amount have been attributed to the Indirect Cost.)

Indirect cost rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with supporting documentation. DHCD will not make adjustments to indirect cost rates after June 1st.

The Grantor does not issue or award Indirect Cost Rates.

Grantees who wish to obtain a Federally authorized Indirect Cost Rate are encouraged to contact the "Cognizant Agency" which is the US Department of Health and Human Services.

b. For all personnel costs funded under this Agreement, Grantee must maintain documentation for use of indirect cost funding and provide the same when requested for verification of expenditures in keeping with the approved cost allocation plan, including, but not limited to cancelled checks, employee signed and supervisory approved employee time sheets, invoices and bank records.

c. Expenses charged to an indirect cost rate must be accompanied by and cross-referenced to and reconciled with an independent audited financial statement, which accounts for all (grant funded and non-grant funded) activities by the Grantee during the fiscal year in which the indirect cost rate is based.

6. Organizational Audit

Grantee must submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year.

Note to All Grantees: All Grantees must ensure their financial records are available for review or audit by appropriate officials of the Federal Government and the District Government.

7. Auditor's Management Letter.

Grantee shall submit an auditor's Management Letter to the Grantor at the time it submits the annual audit.

8. Procurement Policy. Accounting Policies and Procedures. and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution, the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of the Grant. These policies and procedures shall be in accordance with the requirements of 2 CFR Part 200. The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

If the Grantee has previously submitted these documents, and the documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a certified statement (the "Re-certification Letter") to the Grant Administrator indicating when the most current document was submitted to the District and certifying that no changes to these policies and procedures have since been made.

Intentionally Blank

D. Summary of Report Deliverables and Receipt Due Dates:

	Report	Receipt Due Date
1	Monthly Performance Report	No later than the 10th day of each month
2	Quarterly Beneficiary Data	No later than January 10th, April 10th, July 10th and October 10th – a separate report for each use: PS-NPS-NRSA
3	Language Access Report (Optional)	No later than January 10th, April 10th, July 10th and October 10th
4	Fringe Benefits Report	Within 15 days of Grant execution
5	New Hires/New Employees Information (Job Description & Resume) HUD certificate if certified counselor	10 Days prior to the Offer Letter of Employment being sent to the candidate
6	Notice of Vacant Position	Within 10 days following the vacancy
7	Non-expendable Equipment Report	Within 15 days of Grant execution and quarterly thereafter
8	Procurement Policies and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
9	Accounting Manual and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
10	Cost Allocation Plan (based on and tied to the most recent audit)	Within 30 days of Grant execution
12	Independent Financial Audit	Within 90 Days of the Close of the Grantee's Fiscal Year

	Report	Receipt Due Date
13	Single Audit Report (if applicable)	Within 30 Days of submission to the Federal Audit Clearinghouse
14	Auditor's Management Letter	Submitted with the submission of the Audit
15	Requests to revise Budgets and/or Workplans	Prior to the 1st day of June
16	Grantee's Close-Out Report (Section XV.) Inventory Report & Annual Report	Within 90 Days of the end of the Term of the Grant.
17	HUD 9902	Within 30 Days of Submission to HUD
18	HUD Monitoring Report	Within 30 Days of Receipt from HUD monitor or the HUD intermediary monitor.

Section X. Accounting/Audit Requirements

A. Accounting System

1. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in Exhibit B.

2. Accounting records should be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.

3. Any funds provided to the Grantee or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest-bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

Grantee shall submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year, contingent on the following:

1. Grantees receiving an aggregate of $1,000,000 or more from all funders in Federal funds must in accordance with Federal regulations obtain an independent audit (Single Audit Act of 1984 , Single Audit Amendments Act of 1996, and 2 CFR Part 200). A standard audit may be supplied pending the completion and submission of the Single Audit.

2. Grantees:
   (a) Required to be audited by any State or political subdivision(s) thereof (whether by statute or regulation) or
   (b) Who conduct an audit to submit to any government or private funder, or foundation or corporate funder or
   (c) Whose governing body or senior management obtains an audit,

   shall be required to submit that audit to the Grantor upon receipt of the same.

If the Grantee is not audited in accordance with (1) and (2) above, the following shall apply:

3. A Grantee whose corporate entity receives or expends less than $999,999 as reported to the Internal Revenue Service in the 990 Tax Return without amendments, deletions or summarized details must file with the Grantor a financial report prepared by an independent Certified Public Accountant and certified by the same that contains:
   - income statement or Statement of Activities,
   - balance sheet or Statement of Financial Position,
   - statement of Functional Expenses by program or cost centers such statement to break out separately the Grantor's funding by Grantor's program(s) separately from all programs or cost centers used.
   - statement of cash flows, and
   - independent review and certification of the financial statements including a review of the management's financial internal controls.

   In addition, the nonprofit organization must file a biennial audit that covers both years within a biennial period. See 2 CFR Part 200, Subpart F.

4. The Grantee shall fully clear any deficiencies noted in the audit reports within sixty (60) days after receipt by the Grantee.

5. . Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default of this Grant and may result in the withholding of future payments and/or debarment from participation in future Grants.

Section XI. Grant Administration

The Grant Administrator is:

William Winston
Associate Director for Community Services
DC Department of Housing and Community Development
1909 Martin Luther King Avenue SE, Room 304
Washington, D.C. 20020.

The telephone number is (771) 208-9628. All concerns regarding the technical implementation and interpretation of this Grant are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line-item changes and terms) where there is no dollar increase.

Section XII. Repayment of Grant Funds/Grant Performance Monitoring Default and Remedies

A. HUD Monitoring

The Grantee is subject to monitoring by HUD and agrees to provide all required information, data, records, files including client files, case notes, correspondence and emails, reports, beneficiary data, performance data, financial records, supporting documentation, to satisfy HUD monitoring. Notwithstanding the date of a finding by HUD, should HUD make a finding, the Grantee shall be responsible to cure the defect, and should HUD require repayment of Grant funds for any reason to the Federal Government, the Grantee shall be responsible for repayment in the amount specified by HUD. Repayment shall be made to the District of Columbia and by the District to the Federal authority in satisfaction of the HUD requirement. HUD monitoring is not confined to the performance period but extends through the record retention period provided in Section XV.

B. Grant Performance Evaluation

1. DHCD will monitor the performance of the Grantee to ensure that the goals and performance standards stated in the Statement of Work and Work Plan and RFA are being achieved according to schedule and within budget.

2. All records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. Grantee shall make timely submission of all information and/or records requested by DHCD or HUD to assess performance under the Agreement.

C. Suspension or Termination of Grant Assistance

1. In accordance 2 CFR 200.340 and 200.341 and 200.343, suspension or termination of CDBG Grant assistance may occur according to the Default provision in subsection D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner.

2. If Grantee fails to correct the substandard performance within thirty (30) days after receiving written notice from DHCD, suspension or termination of this Agreement will be initiated.

3. In accordance with 2 CFR 200.340(a), suspension or termination of Grant assistance may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

Subject to any applicable notice requirement and right to cure, the occurrence of any of the following shall constitute an event of default:

1. Failure to comply with any of the CDBG Program rules, regulations or provisions referred to in this Agreement, or such other Federal or District statutes, regulations, executive orders, District of Columbia mayoral orders, HUD rulings, policies or directives applicable to this Grant:

2. Failure to comply with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement.
3. Substandard performance by the Grantee or any of its agents under this Agreement, as determined in the sole and reasonable discretion of DHCD; or
4. Improper use of funds provided under this Agreement.

A determination of default shall be made in the sole and reasonable discretion of DHCD.

E. Remedies for Default

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of a written notice to the Grantee, Grantor may take one or more of the following actions, as determined in its sole discretion:

1. Terminate and suspend further disbursement of any remaining Grant assistance.
2. Disallow all or part of the cost of the activity or action that is not in compliance with this Agreement.
3. Wholly or partially suspend or terminate the current Grant award; or
4. Take other legal remedies that may be available.

F. Termination for Convenience

The Grant may be suspended or terminated on the basis of convenience as provided in 2 CFR 200.340(a).

G. Reversion to DHCD of Grant Assistance

1. Upon default by the Grantee under the terms of subsection D above, which has not been cured, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request the following:

i. Any Grant funds in its possession (whether or not committed),
ii. Any accounts receivable attributable to the use of Grant funds; and
iii. The portion of any income directly generated by (or the prorated proportion of) Grant funds for the activities described in this Agreement.

2. Upon final completion of the projects and activities for which CDBG funds have been provided by DHCD, expiration of the term of this Agreement, cancellation, or determination of this Agreement, the Grantee shall transfer any unspent, excess or surplus CDBG Grant funds, to include accounts receivable attributable to the use of the CDBG funds.

H. Grantor Non-Waiver

DHCD's delay or failure to act with respect to a breach by the Grantee does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section XIII. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, and 2 CFR Part 200, as deemed applicable by the Grantor. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Fund Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Organizational Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter arising from this Grant Agreement.

D. Cancellation Ceiling

In the event of cancellation of the Grant because of non-appropriation of funds for a specific fiscal year, there shall be a cancellation ceiling of zero dollars.

E. Anti-Deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, Grantor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code§ 47.105. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-Deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section XI. of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements.
2. Performing technical evaluations as required.
3. Interpreting the Statement of Work and other language in the Grant.
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with the District and other laws and regulations applicable to the Grant.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

Jane Brown
Executive Director
University Legal Services, Inc.
220 I Street, NE
Washington DC 20002
(202) 547-4747
jbrown@uls.org www.uls-dc.org

H. Misuse of Grant Funds

Any alleged fraud, waste, abuse or mismanagement of Grant funds shall be immediately reported to the Grantor and the District of Columbia Office of the Inspector General ("OIG"). The OIG may be reached at (202) 724-TIPS (8477) and (800) 521-1639 or at oig.dc.gov

I. Nonassignability

Grantee will not sell, assign, pledge or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

Section XIV. Insurance

A. The Grantee shall obtain at least the minimum insurance coverage set forth in this Section XIV. and Exhibit H prior to the Effective Date and keep such insurance in force, as may be applicable, throughout the Grant period of performance.

B. Fidelity Bond: The Grantee must procure Fidelity Bond coverage in an amount equivalent to the total Grant budget. Pursuant to 2 CFR Part 200, Fidelity Bond coverage is required to protect the District's interest in the dollar amount of the Grant. Should Grantee be unable to procure a Fidelity Bond, Grantee shall submit proof that it has obtained general liability insurance that covers internal employee criminal activity or directors' and officers' liability insurance.

Section XV. Records Retention/Access

A. Records Retention

The Grantee shall retain all records demonstrating compliance with CDBG requirements and that are pertinent to this Grant for no less than five (5) years from Close-out of this Grant Agreement, including any extension thereof made in accordance with Section XVI. [Option to Extend] and including but not limited to Close-Out in IDIS of any HUD requirements. See Exhibit 5.1 in this link: https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-5.pdf

B. Extension of Retention Period

Notwithstanding the foregoing retention requirement in paragraph A above, if any litigation, claim, HUD monitoring or audit is initiated before the expiration of the retention period, records shall be retained for a period of not less than four (4) additional years following completion of the actions and resolution of all proceedings (e.g. litigation, claim, HUD monitoring or audit) involving the records.

C. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility, progress and achievement toward program goals and secure such records in a manner subject to applicable privacy laws. Such data may include, but is not limited to, client name, address, income level, case notes, correspondence and a description of service(s) provided. The Grantee shall use software which is HUD compliant to maintain client records. The Grantee shall transmit client records and files in a manner that is compliant with HUD's Personally Identifiable Information (PII) requirements.

D. Access to Records

All Grantee books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Grant funds shall be made available to the Department, HUD, its designee, representatives of the Inspector General of the District of Columbia or the Office of the DC Auditor at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.

E. National Objectives

The Grantee agrees to maintain documentation that demonstrates that the activities carried out with CDBG funds provided under this Grant meet the CDBG national objective of benefiting low- and moderate-income persons, as defined in 24 CFR part 570.208.

F. Copyright

If this Agreement results in any copyrightable material or inventions, DHCD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Section XVI. Federal and District Public Policy Requirements

Grantee shall fully comply with the following Federal and District policy requirements, as deemed applicable by Grantor:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federal-assisted and federal conducted programs and activities .

C. The requirements of Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

D. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.-) and implementing regulations at 24 CFR I part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

E. The requirements of Executive Order 11246, as amended by Executive Orders 11375. 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

F. The Conflict of Interest provisions of Federal and District laws strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of Federal funds to comply with 2 CFR 200.317 to 200.327 and

any sections of Title of 24 the Code of Federal Regulations concerning CDBG funding which are more restrictive than the Uniform Guidance Code for use of CDBG funds. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within (fifteen) 15 business days of execution of the Grant Agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict-of-Interest declarations to be executed by each employee and board member.

G. The Hatch Act. Chapter 15 of Title V. United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

H. The National Environmental Policy Act or other legislation implemented by 24 CFR part 58.

I. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement as Exhibit F.

J. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991H FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.

2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any grant,

or the entering into any extension. continuation. renewal, amendment of modification of any grant.

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and

c. He or she will include the language of the certification in all sub- grant awards at any tier and require that all recipients of sub-grant awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this Grant imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure, as the applicable grant shall so provide.

K. The Americans with Disabilities Act of 1990 (ADA) - Notwithstanding anything contained herein to the contrary, during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

L. The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are applicable pertaining to economic opportunities for low and very low-income persons. 24 CFR part 135.

M. First Source Program - Contractors and subcontractors of a government-assisted Project totaling $300,000 or more must comply with the District's goals for the recruitment, referral and placement of District residents. See D.C. Law 5-93, as amended, D.C. Official Code§ 2-219.01 et seq.

Section XVII. Close-Out Provisions

Activities and tasks during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor, and determining the custodianship of records (which shall remain the responsibility of the Grantee unless a determination is made otherwise). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over District appropriated funds and the record retention period, whichever is longest. Grantee shall submit the following items within the time frames indicated in this Section after completion of Grant activities or expiration or termination of this Agreement.

1. All activities are eligible, were completed and met a national objective.
2. All grant funds were expended in full, or all remaining funds are to be returned to Grantor.
3. All reporting requirements were completed and submitted (except for the final report that is submitted during the closeout process).
4. Any special conditions were met; and
5. All deficiencies or corrective actions affecting the Grant were resolved.

A. Grant Close-Out Report

The Grantee shall submit to the Grantor a Grantee's Close-Out Report ("Report") within ninety (90) days after expiration of the Grant term, termination of the Grant, or final payment for activities under this Agreement, whichever occurs later. This Report, at a minimum, shall include a narrative of the Grantee's completed tasks based on the activities, performance measures and goals set forth in the Statement of Work. The Report shall be completed using a form provided by the Grantor. The Grantee shall provide any information or data Grantor requests for Close-Out. In the Grantor's sole discretion, the reporting provided during the term of this Agreement may be accepted in lieu of the Grantee's Close-Out Report if those reports contain all information required in this section.

B. Documentation of Expenses

Within ninety (90) days after the expiration of the Grant, the Grantee shall provide to Grantor documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses.

C. Equipment Inventory

The Grantee shall submit to Grantor a list of all furniture, fixtures, equipment and vehicles purchased with Grant funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with 2 CFR Part 200.

D. Audit

The Grantee shall submit an audit or financial statement, as applicable, and as provided in Sections IX and X. of this Agreement.

E. Transfer of Records

Grantee shall, within ninety (90) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

F. Grantee's Obligations

The Grantee's obligations to DHCD remain in effect through the period of record retention as stated in Section XV.

Section XVIII. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion, and if legally permitted, extend the term of the Grant no more than two (2) times for one-year terms, or any fraction of one year, or multiple successive fractions thereof.

B. Grantor will endeavor to provide Grantee a preliminary written notice of its intent to extend at least thirty (30) days before the end of the Grant Term. The preliminary notice does not commit the District to an extension or authorize additional Grant funds to Grantee.

C. Any extension of this Grant is contingent upon the appropriation of funds for the applicable time period. However, the availability of funds shall not obligate the District to extend the Grant.

Section XIX. Total Agreement

The Grant Agreement, including specifically incorporated documents (to include the approved Statement of Work, the Work Plan, the approved Budget and the Grant attachments) constitute

the total and entire agreement between the Parties. Grantee understands and agrees to comply with the incorporated references contained in this Agreement and all applicable District and Federal laws and regulations.

Section XX. Applicable Law.

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia, unless otherwise controlled by federal law. In any proceeding relating to this Grant Agreement, each of Grantor and Grantee, hereby irrevocably submits to the jurisdiction of the Courts of the District of Columbia for the purposes of any suit, action or proceeding arising out of or relating to this Grant or transactions contemplated hereby.

Section XXI. Severability.

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XXII. Amendment.

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Grant activities, or the amounts specified in the Budget without the prior written approval of Grantor. The Grantee may request in writing approval of any proposed change to the Statement of Work or Workplan or the amounts specified in the eligible cost categories of the Budget and shall provide adequate supporting information and a revised budget along with its request. All such requests must be signed and dated.

Section XXIII. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or fully, by the Department.

1. The written or printed materials must include the authorized DHCD logo.

2. Written or printed materials include, but are not limited to, newspaper, radio and television announcements or advertisements, websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.
4. Grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to Grantee.
5. Grantee must provide copies of all marketing materials, brochures, flyers and other materials that publicize grant-funded activities to Grantor via email at dhcd.occo@dc.gov

Grantee shall publicize, as appropriate, to its constituency through social media, print, and online postings, DHCD communications and events that are related to Grant supported activities.

Section XXIV. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code§ 2-531 *et seq*. provides for the disclosure of public information. Specifically, the law provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Official Code § 2-170 l (13) .

This serves as your Notification that information /documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code§ 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXV. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, homeless status, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Sexual harassment is a form of sexual discrimination which is prohibited by the Act and Mayor's Order 2023-131 (Updated District Government Sexual Harassment Policy, Guidance, and Procedures), which is attached hereto as Exhibit I.

The prohibition against workplace sexual harassment extends to third parties doing business with or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies. By executing this Agreement, Grantee affirms that it will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1 I 00 et seq. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated.

Section XXVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addresses:

NOTICE TO GRANTEE:

University Legal Services, Inc.
220 I Street, NE
Washington DC 20002
Attn: Jane Brown (Executive Director)

NOTICE TO GRANTOR:

D.C. Department of Housing and Community Development
Community Services
1909 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
Attn: Director

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTOR SIGNATOR PAGE]

DISTRICT OF COLUMBIA, a municipal Corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Colleen Green
Director

Legal Review:

Julia Wiley
Office of the General Counsel
Department of Housing and Community Development

3/14/25
Date

[Signatures continue on the next page]

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTEE SIGNATURE PAGE]

UNIVERSITY LEGAL SERVICES INC.
a District of Columbia non-profit corporation

Jane Brown
Jane M. Brown , Esq.
Executive Director

3/18/25
Date

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit A Services to be Provided

- Statement of Work
- Section 3.2 Services (from the FY25 RFA)
- Workplan as approved by the Grantor

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education and training services to support DHCD's housing programs and initiatives, and to promote compliance with District housing regulations. All of the services are intended to empower potential homeowners, actual homeowners, and tenants for the purpose of preserving of affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership; (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached workplan and performance measures. Marketing and outreach for the services provided is a activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of these service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling; (b)the Grantee's additional knowledge of the individual and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and it shall be maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow up and conduct a final assessment of the impact of the services provided. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for HPAP/EAHP/NEAHP
A4: Inclusionary Zoning Orientation
A6: Income Certification for PADD Applicants

A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B13: Technical Assistance for Coop and Condo Associations

CATEGORY C: TENANTS AND TENANT GROUPS
C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

SECTION 3: PROGRAMMATIC REQUIREMENTS

3.1 Eligibility for Federal Funding

The services in this RFA will be conducted through grant agreements using Federal funds (Community Development Block Grant (CDBG) and, as available, some District Funds. The Department will provide a full informational briefing to the awarded grantee(s) about the grant funding source's ongoing administrative and programmatic requirements. Whether grants awarded under this RFA are funded locally or with federal funds, all grants will be managed to the higher standards and requirements whether Federal or District.

Federal regulations have established national objectives requiring all CDBG-funded activities beneficiaries to be at least 51% low- and moderate-income persons or households. The national objective is achieved through "limited clientele benefit"—that is, by verifying the incomes of each beneficiary of the services provided. The applicant must demonstrate that it has the capacity and the intention to verify the household incomes of beneficiaries to meet the national objective of providing benefits to 51% of low- and moderate-income persons.

Client income certification is also an important element of ongoing program activity for many DHCD housing programs. (See Section 3) Applicants should review in detail the federal income requirements for programs, activities, and grantee (sub-recipient) eligibility under the Community Development Block Grant program regulations at 24 CFR 570. 200-210,

- https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-570/subpart-C?toc=1

and HUD Housing Counseling Program Regulations: 24 CFR Part 214,

ps://www.ecfr.gov/current/title-24/subtitle-B/chapter-II/subchapter-B/part-214?toc=1

3.2 Housing Services: Description of Housing Programs and Services

Please Note: Specifications and programmatic requirements may change from time to time during the award period at the discretion of the Department.

The following describes seventeen services in the Housing Counseling Program. These constitute the services for which the Department is seeking Applicants to provide services to DC residents. Applicants should select at least one service for which they are applying; however, the Applicant may select more than one. The Department is not obligated by the Applicant's selection to make an award. Applicants are responsible to demonstrate their capacity in their application to provide the services for which they have applied. Capacity includes staffing patterns including qualifications and experience, other funding resources, case management systems and programmatic activities. Historical data can also be considered in demonstration of organizational capacity. Applicants should be aware of Legal Citations noted throughout this section as well as the references to the Code of Federal Regulations (CFR).

Category A: HOMEOWNERSHIP

A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program
A6: Income Certification for the Property Acquisition and Disposition Division (PADD) Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY

B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B12: Legal Services for Seniors and/or Coop & Condo Associations
B13: Technical Assistance for Coop and Condo Associations
B14: Technical Assistance for Owners of Small Rental Properties

CATEGORY C: TENANTS AND TENANT GROUPS

C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

Each particular service has specific requirements described in the following pages. Applicants are expected to utilize this guidance in the performance of these services.

CATEGORY A: HOMEOWNERSHIP

Legal Citations Governing Program Area in Category A

Applicants to provide services in Category 1 should review in detail the following legal citations governing the District's homeownership programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for homeownership pursuant to the relevant citations.

- Home Purchase Assistance Program: DC Code 42-2601 and 14 DCMR, Chapter 25
- Employer-Assisted Housing Program: DC Code 42-2501 and 14 DCMR, Chapter 36
- Inclusionary Zoning: Legislation Pending, Bill 17-586, 17-618, 17-619

A1: HUD Housing Counseling
This activity is open to applicant organizations which are HUD approved employing one or more HUD certified counselor(s). Such counseling is often (but not exclusively) in the pursuit of homeownership or credit repair and improvement or to improve their housing condition.

Grantees of this service should be familiar with 24 CFR 5.100 and with 24 CFR 214.

Housing counseling is independent expert advice provided by a HUD certified housing counselor (24 CFR Part 214) customized to the needs of the client. It is aimed at addressing housing barriers and providing support to the client to achieve their housing goals. This counseling service must include: (1) intake (2) financial and housing affordability analysis (3) an action plan[2] and (4) follow-up counseling to implement the action plan and achieve its stated goals *(24 CFR 5.100).*

The action plan should identify the steps needed for the client to achieve his/her housing goals. These actionable steps include, but are not limited to, review of the client's credit report with explanations of its meaning and items that impact (or may improve) the credit score, creation of a budget and methodologies to track one's income and spending, debt reduction planning, and savings planning. Follow-up should track the client's progress toward the goals of the action plan. Other programs and services including group educational opportunities may complement the one-on-one counseling with a certified counselor. Counselors, therefore, may appropriately make referrals to programs and services as well as to group educational activities that support and implement the goals of the action plan.

Counseling organizations are required to maintain case files including items 1-4 above as stated in 24 CFR 5.100. It is critical that files with records and case notes be kept in such a way that if a client's counselor is no longer available, either temporarily or permanently, another certified counselor in the organization can understand based on the file the client's circumstances, action plan, progress and where the client is in achieving his/her housing goals.

Organizations providing this service should have working experience with credit counseling and repair, with consumer credit bureaus and consumer credit laws. Ideally, they should be familiar with creditor tactics, liens, judgments, repossessions, and other obstacles to credit improvement.

It is critical for the counseling organization to make efforts to keep the client engaged in the counseling process and such attempts and outreach should be documented in the case file.

In accordance with HUD requirements, counseling organizations may close files if a client does not respond to outreach efforts over 60 days. The last outreach attempt should document that the file will be closed as of a specific date if nothing further is heard from the client. If the client should return to client after the 60 days, a new file should be opened.

[2] Except for reverse mortgage counseling.

Post-purchase follow-up

a) Grantees must continue their counseling relationship with customers once they become homeowners. This follow-up should continue for a period of time after purchase to ensure the homeowner's housing stability.
b) Grantees may make use of post-purchase programs using either their own programming or making referrals to other Grantees who provide such programming (*e.g.* B1 General Home Management and B2 Foreclosure Counseling).
c) If problems arise, it will be the grantee's responsibility to address them quickly as time is of the essence, and to address them as efficiently as possible. Where the District's investment is involved, counseling should include ways to protect the DC investment.
d) When working with clients who have an HPAP deferment period ending, Grantees must provide dedicated counseling services to those borrowers. In particular, grantees will be asked to make an updated assessment of each borrower's financial status regarding the appropriateness of continued deferment.
e) Potential delinquency, or foreclosure prevention, counseling will be provided to any borrower who is experiencing difficulty.
f) If problems continue with these loan clients, this counseling will become a home preservation activity.

A2 8-Hour Homebuyer Education Class (HBE)

This activity is open to applicant organizations which are HUD approved counseling organizations employing one or more Hud certified counselors.

The Department seeks HUD Approved organizations to provide the 8-Hour Homebuyer Class. This is in support of the Department's many programs for which the 8-Hour Homebuyer Class is a requirement, and also for other DC residents who seek to take this class in preparation for homeownership and for their knowledge.

Organizations should take as a serious obligation to conduct this class with knowledge staff (HUD certified counselors). The class is conducted in a traditional in-person setting or in a virtual online setting.

Those who successfully attend and complete the class should be provided with a DHCD certification (in the format approved by the Department) indicating their completion of the class and dated appropriately. Monthly attendance and award of certificates should be reported to the Department monthly. The class should be presented frequently enough to meet programmatic needs of DHCD programs. Class dates should be provided to the Department for inclusion on the DHCD calendar. Presentations should be given by staff, not outside speakers. Grantees are welcome to collaborate in the conduct of these classes.

A3: Intake for DC Homebuyer Programs (HPAP/EAHP/NEAHP)

The Home Purchase Assistance Program (HPAP) is the primary DHCD program for first-time homebuyers. HPAP provides interest-free loans that include closing cost assistance to eligible applicants. Under this program, homebuyers may have the opportunity to purchase houses,

condominiums, or cooperative units in the District. DHCD has additional homeownership programs which are associated with HPAP, and which are targeted to specific populations or geographic areas or may meet specific home buyer needs.

The satellite programs are:

(1) The Employee Assisted Housing Program (EAHP) provides assistance to District of Columbia Government employees, who are first-time homebuyers in the District; and

(2) The Negotiated Employee Assistance Home Purchase Program (NEAHP) provides down payment and closing cost assistance to certain District of Columbia Government employees whose position is covered by specific union collective bargaining agreements.

Wherever the acronym "HPAP" is used, the same applies to the EAHP and NEAHP programs.

Prior to HPAP Application

Clients interested in HPAP assistance who have a pre-approval from a lender, should be assisted with making an application to the HPAP as expeditiously as possible. Those without a pre-approval letter from a lender are required to engage in HUD Housing Counseling (see A1 above) in order that they have the benefit of credit counseling and homeownership preparation. The action plan should include the actionable steps needed to ensure success as a homeowner and to achieve a pre-approval letter from a lender. Once a pre-approval letter has been obtained, the client with the Grantee's assistance should proceed to making their application to HPAP.

Application Process

For grantee organizations, this relationship management function includes working with first-time homebuyers throughout the homeownership application, preparation, purchase, and post-purchase process. Counseling will be focused on low- and moderate-income populations.

Once HUD credit counseling is completed the HPAP process includes:

(Optional) Applicant organizations may conduct pre-purchase seminars which include information and requirements of the HPAP programs. A DHCD Certification should be provided to attendees and recorded with DHCD.

Application Intake includes document collection of those documents needed. These should be collected in person or by means of a secure portal. Email is not considered a secure means for transmission of information which could be used for identity theft or other criminal activity. Drop-off at a staff office to an employee is acceptable.

Once the application package is complete, the organization submits to the appropriate HPAP administrator.

Homebuyer Education (8-hour class) (A DHCD Certification should be provided to 8-hour Homebuyer Education attendees and recorded with DHCD.)

Post-Purchase follow-up (Records of those follow-ups should be maintained by the organization. See Post-purchase in Service A1)

Organizations will be responsible for: (1) the application process, which includes delivery of completed applications to the HPAP Administrators; (2) completion of the application form itself and collection of all required supporting documentation, and (3) maintaining performance and reporting data, and databases as needed by the Department.

A4: Inclusionary Zoning Orientations

Introduction to IZ/ADU Programs:

The District's Inclusionary Zoning (IZ) Program requires a certain percentage of units in a new residential development, or a substantial rehabilitation that expands an existing building, be set aside as affordable units. The goals of this program are to increase the supply of affordable housing for low- and moderate-income households, to support the creation of mixed-income communities, to prevent rising home prices from driving out low- and moderate-income residents, and to leverage the expertise and capacity of the private market to develop affordable housing.

Affordable Dwelling Units (ADUs) are defined as for-sale and for-rent homes that are locally restricted for occupancy by households whose income falls within a certain range and are generally offered at a below-market rate. ADUs are generally produced in exchange for zoning relief, tax incentives, public financing, and/or the right to purchase or lease District-owned land. Specific ADU provisions, such as the affordability period, income limits, and resale restrictions, are set out in deeds, covenants, land disposition agreements, ADU administration plans and other originating documents.

ADU provisions have historically varied from project to project, as each is a result of a unique negotiation or project approval. However, ADU restrictions are becoming more standardized and more similar to standard IZ requirements.

Organization roles and responsibilities:
Provide mandatory IZ Orientation. The department's PowerPoint presentation must be utilized. Presentation and answers to participants' questions must conform to agency guidelines.

DHCD seeks organizations which will provide programmatic rental and homeownership counseling services in support of both of the above programs. Information about these

programs is available through DC Housing Search https://www.dchousingsearch.org , counselors will be required to utilize DC Housing Search, and train potential customers in how to search for affordable housing through DC Housing Search.

Grantees will be required to become familiar with the program requirements and procedures, as required by DHCD. In the last few fiscal years, the IZ program has produced approximately 400 new affordable units each year.

Orientation:
In particular, organizations are required to conduct IZ Orientations to help residents to be familiar with all programmatic requirements for the IZ program.

Organizations must conduct and coordinate this mandatory orientation session in a traditional and virtual classroom settings. They must provide interested applicants/residents with the relevant terms of the program, including next steps and other information as required by DHCD.
DHCD currently provides standard slides and certificate templates to use for this orientation and will provide training to grantees.

Completion of this orientation class is mandatory before an individual may register for the IZ program and individuals must renew registration every two (2) years to remain on the IZ registration list.

The class must be conducted at least monthly beginning within 30 days after the grantee's application is approved. Coordination of this class will include publishing upcoming class dates, accepting reservations via phone, email, or other method, allowing walk-ins if space is available, providing attendees with a certificate of completion (in a format approved by DHCD) upon completion of the class and providing at least monthly attendee data to DHCD. It will also include ensuring that attendees receive all required training materials, and shall be presented by grantee staff, not outside speakers.

Grantees must train program participants in the terms and specifics of the IZ and ADU Programs (training guidance will be provided by DHCD) and provide additional pre and post homebuyer education training.

Grantees must also provide data to DHCD on a regular basis as determined and requested by DHCD, including but not limited to the names and contact details for individuals who have received a DHCD certificate and the number of attendees at IZ orientations.

A5: Income Certifications for the IZ/ADU Units Programs

The agency seeks two organizations to provide income certifications for participants in the Inclusionary Zoning and Affordable Dwelling Units programs. Income certifications are expected to be conducted under a uniform process prescribed by DHCD and following HUD Part 5. DHCD has established requirements for approving Certifying Entities, including

specific IZ and ADU training.

Grantees are expected to become Certifying Entities pursuant to DHCD requirements. Grantee organizations will be required to ensure that program participants understand that income and occupancy restrictions apply to their IZ units and ADUs. Grantees will also be expected to complete income certifications for newly selected households and for renewing tenants. Grantees will be working closely with individuals, property management/leasing staff, sales agents and DHCD. DHCD will provide the necessary forms and procedures, but Grantees will collect the necessary paperwork from individuals and complete the income and household size verification process. Upon successful certifications, Grantees will notify DHCD and the sales/leasing staff.

Such restrictions may include but would not be limited to: (1) the specific affordability period, (2) conditions for, or prohibitions against, subleasing, and (3) resale restrictions. Ongoing outreach and assistance to occupants of IZ units and ADU is required in the areas of programmatic requirements and homeownership counseling.

A6: Income Certification for PADD Applicants

The Property Acquisition and Disposition Division (PADD) encourages vacant and/or abandoned property owners to rehabilitate and/or occupy their properties. PADD acquires vacant, abandoned, and deteriorated properties through negotiated friendly sale, eminent domain, donation, or tax sale foreclosure, when owners are unwilling or unable to maintain their properties. PADD also disposes of properties in inventory by selling them to individuals or developers to be rehabilitated into high-quality affordable and market-rate single-family and/ or multi-family for-sale or rental housing in District neighborhoods.

For DHCD, the activities of this Division create affordable homeownership and rental opportunities for low- and moderate-income households. Grantees must counsel these households as they qualify for and occupy these new homeownership and rental units. DHCD seeks one or more organizations which will provide counseling or training services for affordable units made available through PADD.

Because PADD units are not produced through a traditional homebuyer program, an intensive marketing and outreach effort to our target population will be required of grantees. Counseling services will also involve conducting income certifications and re-certifications for purposes of admission and continuing participation in this program. Income certifications are expected to be conducted under a uniform process prescribed by the Department. For PADD, grantees must ensure that program participants understand that income, or occupancy, restrictions apply to their unit. Such restrictions may include but would not be limited to: (1) the specific affordability period; (2) conditions for, or prohibitions against, subleasing; (3) potential rent increases; and (4) resale restrictions. The specific unit covenant

terms will be communicated to stakeholders by the Department, but grantees must facilitate communication with stakeholders.

A7: Public Services: General Coaching and Information

Public Services may be undertaken by Applicants which have not yet obtained HUD Approval and may not employ a HUD certified housing counselors. (HUD Approved organizations who are applying for A1 or A2 do not need to apply for this service, since they are able to provide these Public Service activities in connection with their other lines of services.

These activities are frequent but not exclusively in a group setting. These may be virtual or in-person, as long as an in-person option is provided. Grantees may utilize Homebuyer Clubs as an effective tool for keeping clients engaged in homebuyer preparation when a long-term period is needed for better positioning to be a first-time buyer.

They may include group trainings on understanding credit and credit reports and involve savings programs.

Public service staff are required to train clients to utilize available tools, such as DC Housing Search https://www.dchousingsearch.org to locate affordable housing for sale and for rent.

CATEGORY B: COUNSELING AND TRAINING FOR HOME PRESERVATION

B8: General Home Management (Post-Purchase Non-Delinquent)

Post-purchase counseling is essential for Homeowners who have purchased their homes, are not delinquent in their mortgage payments and would like to remain successful by creating a realistic financial plan to avoid financial pitfalls and protect and retain their homeownership. Post-purchase counseling is essential to understand local post-purchase behavior, especially low-moderate income homeowners, that can be supported by education and supportive programs to ensure recent homeowners understand what to do in the event of hardships. Organizations that provide post-purchase counseling sessions and education workshops will ensure their topics consist of the following:

1. Prepare a maintenance plan for major household systems and repair strategies.
2. Emergency preparedness plan to assist client in case of disaster.
3. Understand consequences of not paying taxes, HOA payments or community assessments.
4. Explain the benefits of establishing an emergency fund and retirement or tax-incentivized accounts.
5. Provide knowledge of home improvement financing options like HELOCs and give counsel on how to apply for additional financing to renovate property.

6. Access the client's understanding of the process of refinancing the home and incurring more debt.

This counseling activity may include, but not be limited to, appliance warranty disputes, contractor disputes, disputes with mortgagors, will and estate issues, including transfer-on-death deeds, etc. In this service, grantees must serve as advisor-educators and are prohibited from giving legal advice. Grantee activities should focus on low—and moderate-income populations.

B9: Foreclosure Counseling

Homeowners who are delinquent in loan payments (as well as those in danger of delinquency) need to know what options are available to them. Similarly, those in foreclosure need to know their options and resources that may assist them, especially if available legal services are available.

Organizations are required to provide foreclosure prevention counseling that helps homeowners at risk understand the foreclosure process in Washington, DC, determine their legal rights and identify options to avoid foreclosure.
Organizations will assist struggling homeowners with loss mitigation, communicate with mortgage servicers and provide services such as the following:

1. Provide advice and coaching to assist clients with creating a budget based on financial goals. Assess the current financial situation and develop short and long-term strategies to reduce expenses and debt to achieve client goals.
2. Explain loss mitigation. Explain the requirements of a loss mitigation package and evaluate the client's loss mitigation options for FHA and non-FHA loans.
3. Provide examples of mortgage default scams and ways to avoid being a victim.
4. Explain the consequences and costs associated with a foreclosure, short sale, or deed-in-lieu.
5. Explain the foreclosure timeline and devise a plan if the client is unable to stay in the home and assist the client in mortgage default recovery. Demonstrate the impact of a mortgage default.
6. Work with displaced residents seeking referrals for housing.

Grantees work with homeowners who are delinquent in their mortgage payments, or who are in foreclosure, or in post-foreclosure. These counseling services are also offered to owners of multi-family properties, and ownership associations. This counseling serves as a central element of DHCD's overall foreclosure prevention strategy.

It is critical to address the District's foreclosure crisis. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Grantees also work with the Department of Insurance Securities and Banking (DISB) to protect clients against scam operations that prey upon residents who are subject to foreclosure. Grantee organizations extract data for outreach and targeting efforts from the Office of the Recorder of Deeds, which provides a listing of all official foreclosures in the

District on a weekly basis. DHCD seeks one or more organizations that will provide foreclosure counseling services which include, but may not be limited to, all of the above-described foreclosure prevention activities.

For grantees, this counseling function means working with troubled homeowners, utilizing all foreclosure prevention or mitigation tools available, and if necessary, working with customers throughout their foreclosure or post-foreclosure process. Grantees must provide full assistance and advice to troubled homeowners. Grantees will be responsible for: (1) assessing the homeowner's circumstances, (2) educating the homeowner about the full implications of mortgage delinquency and foreclosure (3) exploring and providing options of action for the homeowner (4) providing tools or alternative support that may further assist the homeowner (5) developing and executing a best action plan for either saving the home or undertaking the best course for the homeowner, and (6) tracking the results of their counseling efforts. In addition, grantees will provide ongoing performance and reporting data and databases maintained.

Post-Foreclosure Counseling: It is critical that grantees continue their counseling relationship with customers, even if the home cannot be saved. Grantees must follow up with troubled homeowners for a period of time after any action plan has been executed. If the home has not been saved, counseling should be made available, and if necessary, referral to other needed services. If the home has been saved, counseling follow-up is also necessary to ensure that the ongoing action plan is being properly implemented. If more problems arise, it will be the grantee's responsibility to address them as quickly and as efficiently as possible.

With the passage of the Saving DC Homes from Foreclosure Emergency Amendment Act of 2010, troubled or delinquent District homeowners have the right to engage in mediation prior to foreclosure. As a result, DHCD requires grantees to provide counseling related to this mediation process.

Grantees must be familiar with the Law, its regulations, and the mediation process which has been implemented by the Mediation Administrator at the DC Department of Insurance, Securities, and Banking. Grantees must educate troubled homeowners in the decision factors related to mediation election, and, if necessary, prepare them for mediation. In some cases, counselors may be asked to accompany, or represent, troubled homeowners in the mediation process. Grantees must ensure that all customers who elect mediation complete and submit proper documentation in a timely manner. Grantees must ensure that the best interests of troubled borrowers are protected throughout the mediation process. Finally, DHCD expects grantees to follow-up after the mediation process is complete to ensure that any final mediation agreement is properly implemented.

B10: Eviction Counseling

Applicants who have HUD certified counselors or NeighborWorks America foreclosure certified counselors may offer this service. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Training should also include knowledge of laws and legal procedures governing eviction.

Eviction has long created housing instability for renters, and especially among low- and moderate-income households. For those at the lower end of the economic scale, eviction has caused not only housing instability but also employment insecurity and homelessness. Studies have shown that lack of access to legal representation has resulted in markedly different and detrimental outcomes as compared to renters who have legal representation. After legal representation, the next most effective range of services includes alternative dispute resolution (or mediation), knowledge and guidance in court navigation, and effective management of legal and tenant-landlord documents. In addition to housing instability, eviction also has credit impact for the tenant.

It is critical to provide those in danger of eviction with counseling to make informed decisions. This includes access whenever possible access to legal services. Also, appropriate training includes information about tenants' rights and obligations, the credit impact of eviction, use of payment plan agreements, understanding of court processes and procedures, and access to alternatives to court procedures. When tenancy is lost, counseling for housing alternatives is needed and a path forward to credit repair.

B11: Single-Family Residential Rehabilitation Program

The Single-Family Residential Rehabilitation Program (SFRRP) administers grants to District homeowners for roof repairs and for modifications to eliminate barriers to accessibility for persons with mobility or other physical impairments. Projects approved for SFRRP require a covenant on the property to protect the District's funding of the project.
DHCD seeks one or more organizations which will provide application intake services to SFRRP applicants throughout the grant process.

> **Mandatory Counselor Intake Training:** Grantees for this line of service are required to attend training with the SFRRP team in September to be introduced to updated aspects of the SFRRP for FY25. It is critical that the grantee have a solid understanding of the updated program and the requirements for applications. Therefore, the September training is mandatory for SFRRP intake counselors.
>
> **Application Period:** Applications for SFRRP will only be taken between October 1, 2024, and December 31, 2024. To be considered applications during this period must be complete. Lack of required documentation or information will not "hold a place" in the program if not provided before the December 31, 2024. The Department at its sole discretion reserves the right to close the program prior to the deadline if funding is depleted or no longer available.

Information Session for Applicants: The Department will provide Grantees with a PowerPoint presentation outlining the program and its requirements. Intake counselors are required to use this presentation with all potential applicants either in a group sessions (such as an Orientation) or in a one-on-one session with the potential applicant.

Grantee's and Counselor's Responsibilities: (1) use the Department PowerPoint presentation to present the program to potential applicants, answering questions from residents interested in the program; (2) complete the application document and collection of **all required** supporting documentation *(incomplete applications will not be accepted)*; (3) post-application and post-grant support; and (4) providing performance and reporting data as required.

45 Day Period: It is critical that no application be uploaded in the SFRRP portal unless it is complete with all required documents and intake form completed. If an incomplete application is uploaded in the portal, the SFRRP staff will notify the counselor and the applicant that the application cannot be accepted. The notification state that what is complete and state the **applicant has 45 days** to provide the requested information including documents. After 45 days if the application remains incomplete, the application will be closed as incomplete for funding.

Application Portal: Counselors will need to provide their name and contact information (e.g. email) when uploading in case SFRRP program staff need to follow up.

Legal Citations Governing Program Area for Category B:

Applicants to provide any service in Category B should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

- Lead Safe Washington 24 CFR, Part 35, 24 CFR, Part 85.37, Section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992
- Single Family Rehabilitation 14 DCMR, Chapter 28 First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
- Saving DC Homes from Foreclosure Emergency Amendment Act of 2010 (DC Act 18-635; 57 DCR 12404)

B12: Legal Services for Homeowners and/or Coop & Condo Associations

The Department seeks organizations to provide legal services to provide one or both of the services noted below. Grantees will conduct outreach to low- and moderate-income populations in need of these services.

- Legal Services to Seniors
  Seniors who are homeowners can be assisted by the Applicant to have legal services to assist Seniors to avoid housing instability or the loss of ownership of their home. In addition to their own attorney staff, Applicants may seek *pro bono* services from other members of the Bar.

- Legal Services to Coop-Condo Associations
  Legal services may be provided to Cooperatives and/or Condominiums ("Associations") to ensure housing stability. If Associations have problems in areas of legal entity status, required legal or financial filings, compliance issues, risk management concerns, board and member training, best legal practices, and collection of association fees (to name of few), such issues may threaten the member's housing stability, and the owners' (or members') investment in their properties. Selected applicants will provide legal services to Associations in low- and moderate-income census blocks to mitigate these concerns, to preserve housing stability of owners and to ensure well-functioning Associations and Boards.

B13: Technical Assistance for Coop and Condo Associations

The Department seeks one or more organizations to provide technical assistance to Associations. The situation many Associations may face is a need for training in best practices of Association management. Training in best practices and frequently encountered problem situations may be offered by the grantee not only to the Association Board but also to the owners in the Association. Association boards and their member owners frequently face issues of association fees not being paid, lack of income to fund reserves, special projects that would require a special assessment, and decisions of taking court action or being the defendant in a court action. These are just a few of the legal issues which may arise for the Association, in addition to the more routine matters of by-laws and required legal documents for the operation of the Association.

B14: Technical Assistance for Landlords of Small Rental Properties

Landlords of small rental properties face enormous challenges. They frequently lack the staff and the resources of large multi-family properties to deal with the many details of operations and asset management. Small unit properties cannot readily absorb mistakes or challenges.

In a ten-unit property, one vacancy is a 10% vacancy rate, while one unit in a 100-unit property is 1% vacancy rate. Yet, small unit properties are often the affordable renter properties. To preserve this housing stock as an affordable option, DHCD seeks grantees to provide Technical Support to Owners of Small Unit Properties (of 30 units or less).

Services can be provided through group training as well as through one-on-one counseling. Like many small business owners, owners can often benefit from a better understanding of accounting practices and financial statements (balance sheet, income statement, cash flow report). Knowledge of financing options is another common to many business owners. Topics such as these are particularly suitable to the needs of owners.

1. **Property Management Software**: Landlords often need help selecting and implementing property management software to track rent payments, maintenance requests, tenant information, and other critical operational data.

2. **Legal Compliance**: Guidance on navigating complex local, state, and federal housing laws and regulations related to fair housing, security deposits, evictions, and other landlord-tenant issues.

3. **Financial Management**: Guidance with accounting, tax preparation, and financial planning specific to rental property ownership and operations.

4. **Maintenance and Repairs**: Access to vetted contractors, tradespeople, and service providers to handle property maintenance, repairs, and upgrades in a timely and cost-effective manner.

5. **Tenant Screening and Selection**: Guidance and best practices with tenant screening processes, background checks, and selecting responsible renters to minimize vacancies and evictions.

6. **Marketing and Leasing**: Help with listing vacant units, advertising, showing properties, and executing leases to keep units occupied.

7. **Emergency Response**: Guidance on developing emergency plans and protocols to address unexpected events like natural disasters, property damage, or tenant issues.

8. **Asset Management Issues**: The ratios and metrics of asset management for multi-family properties provide a helpful guide to best practices. For example: Many landlords are unaware of the effect that certain metrics have in their properties. Slow "Make-Ready" times, refers to the length of time it takes to prepare an apartment to be shown to prospective tenants. Similarly, "turn time" refers to the times it takes to find a renter and receive the first month's rent. Slow turn times are also a drain on resources. When there are slow "make ready" and slow "turn times" the combined effect can be detrimental for the property's future. High turn-over rates among renters is another draw on the income. Other issues and topics include: What to do when you have a tenant who is not paying rent? What are the alternatives to eviction? How do the Court work? Are there pre-eviction resources? What legal services are available to the owner?

CATEGORY C: TENANTS AND TENANT GROUPS: SERVICES RELATIVE TO Tenants Opportunity to Purchase Act, Rental Conversion and Sale Division, and Rental Accommodations Division

The DC Tenants Opportunity to Purchase Act (TOPA) seeks to protect tenants and tenant groups from displacement due to sale of the property. The law allows tenants to purchase their apartment building. Tenants have the choice of maintaining the apartments for rent or converting to cooperatives or condominiums. DHCD seeks to preserve affordable housing in the District and limit displacement of low- and moderate-income households. For groups that choose coop or condo conversion, this provides a path to homeownership.

DHCD provides both financial assistance and technical assistance, as well as specialized organizational and development services, for tenant groups who are pursuing the purchase of their apartment buildings. Through DHCD's Development Finance Division, organized tenant associations may be provided with seed money, earnest money deposits, and acquisition and/or rehabilitation assistance. After acquisition and rehabilitation, DHCD also provides ongoing Board training and property management support to the newly formed cooperative or condominium Boards.

C15: TOPA: Pre-purchase Training

DHCD seeks one or more organizations which will provide pre-acquisition organizational and developmental counseling and training to tenant groups or tenant associations in support of their intent to purchase their building. These tenant groups must be preliminarily qualified as eligible for DHCD's Tenant Purchase Technical Assistance program. Grantees must provide the following services to tenant groups:

a) establishment of a tenant association.
b) selection and appropriate training of Board members.
c) training of captains (court, building and floor).
d) training in roles and functions of committee members; (5) training tenant groups in detail about the building purchase process.
e) training tenant associations in property management techniques.
f) provide training to the tenant association on each type of ownership; and conducting surveys of tenant associations to determine the appropriate form of ownership for their building (cooperative or condominium).

It is critical that Grantees in this service maintain an outreach to educate and inform low- and moderate-income tenants about their rights and opportunities provided by TOPA. Grantees are encouraged to make this a central aspects of their marketing plan, and to create

opportunities as well as avail themselves of opportunities to participate in educational outlets to reach tenants. Collaboration with other Grantees in this or similar service lines is encouraged. Grantees should participate in DHCD when and as those opportunities for outreach are available.

While training the tenant association, the grantee must be able to prepare and submit appropriate documentation required in the purchase process, including but not limited to tenant profiles and feasibility analyses, response to Notice of Sale of Building, preliminary development, acquisition, and rehabilitation plans, and operational plans.

The grantees must have skill and experience in negotiating the lease or purchase of the building. In addition, grantees must assist tenant groups in procurement related to the development, purchase, and rehabilitation process, including but not limited to attorneys, architects, engineers, financial and developmental consultants, private developers, appraisers, and property managers.

C16: TOPA: Post-Purchase Training

DHCD seeks one or more organizations which will provide ongoing post-acquisition counseling services which include property management and Board training for properties which have been purchased and/or rehabilitated with financial assistance from the DHCD Development Finance Division's First Right Purchase program. Generally, these are multi-family properties that have been purchased through limited equity cooperative agreements or condominium purchases. Therefore, non-profit Board training and development skill and/or experience, as well as multi-family property management skills are critical to providing effective counseling services. Services to be provided under this activity may include, but are not limited to:

a) establishing standards of evaluation for each participant's financial status and leadership capacity.
b) conducting annual management reviews of all Boards, oversee election and
c) training of new Board members.
d) assisting in the establishment of appropriate arrangements with required service providers such as exterminators, garbage collectors, landscapers, etc.
e) assisting in capital management planning and a stabilization plan for rehabilitation and/or refinancing.
f) tracking property vacancies and reviewing new applications for membership.
g) establishing and reviewing membership guidelines.
h) technical assistance in accounting, budgeting, and the preparation of financial statements for long-term financial viability.
i) providing Board of Directors with training as appropriate; and

j) other required management and support duties. Grantees will assist the condominium or cooperative in developing a budget for the overall management and carrying costs of the property.

Grantees will assist the Board and membership in all aspects of management, such as completion of the audit, Fair Housing issues, required individual, property, and Board insurance, taxes, the role of Board officers, evaluation of monthly financial performance, training on lender compliance, i.e. loan payments, income requirements. DHCD will likely negotiate assignment of specific properties to grantees for this service.

Legal Citations Governing Program Area in Category C:

Applicants to provide any service in Category C should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
Tenant Purchase Technical Assistance Program DC Code 42-3404.02
Rental Housing Conversion and Sale Act of 1980, as amended (DC Code 42-3401.01 et. seq.) (Also known as the Tenant Opportunity to Purchase Act or "TOPA")

C17: Services for Tenants and Tenant Organizations
(in partnership with Housing Regulation Administration, Rental Accommodation Division, Rental Conversion and Sale Division).

Activities under this service will supplement and enhance the services provided by DHCD's Housing Regulation Administration (HRA), which includes the Rental Accommodations Division (RAD) and the Rental Conversion and Sale Division (CASD).

RAD administers the Rental Housing Act of 1985 (D.C. Official Code § 42-3501.01 et seq.) which regulates residential rental housing registration and the rent stabilization program (commonly known as rent control). RAD oversees rent adjustment procedures, processes notices to vacate, reviews tenant petitions prior to adjudication by the Office of Administrative Hearings and adjudicates most types of landlord petitions. RAD also proposes rules and regulations for administration of the Rental Housing Act for review and publication by the Rental Housing Commission.

CASD administers the Rental Housing Conversion and Sale Act of 1980 (D.C. Official Code § 42- 3401.01 et seq.) which regulates the sale or transfer of ownership interests under the

Tenant Opportunity to Purchase Act of 1980 (TOPA) (D.C. Official Code § 42-3401.01 et seq.), the conversion of use of rental housing to condominium or cooperative ownership and residential condominium formation and registration under the Condominium Act of 1976 (D.C. Official Code § 42-1901.01 et seq.). Further, CASD administers a Housing Assistance Payment program (HAP), under which tenants may be eligible for rent assistance if they are displaced due to the conversion of use of their apartment building to condominium or cooperative ownership.

CASD also proposes rules and regulations for administration of the Rental Housing Conversion and Sale Act of 1980.

DHCD seeks one or more organizations which will support RAD and CASD operations by providing counseling and tenant education services to tenants and tenant groups. Grantees must provide counseling and training assistance to tenants and tenant organizations regarding the District's rental housing laws and tenant and landlord rights and responsibilities.

For CASD, grantee organizations must provide counseling and training concerning: (1) tenants' TOPA rights when a landlord intends to sell, demolish, or discontinue rental housing use; (2) transfers of rental housing ownership or economic interests; (3) assisting tenants or tenant organizations in exercising their right to purchase; (4) informing tenants or tenant organizations relating to partner-investors and assigning TOPA rights; (5) conversion of use from rental housing to condominium or cooperative ownership by tenant elections, or conversion in lieu of tenant elections; (6) the Housing Assistance Payment program and relocation assistance; (7) tenant organization formation, incorporation, and registration; (8) protections for elderly or disabled tenants; (9) coercive or retaliatory activities; (10) tenant rights when rental housing is in foreclosure; (11) notices of intent to convert use from rental housing to condominium or cooperative ownership; and (12) relocation counseling for displaced tenants.

For RAD, service providers must demonstrate the ability to counsel and train tenants and tenant organizations on rent control provisions including properties that are regulated by or exempted/excluded from rent stabilization under the Rental Housing Act:

1) petition- based and annual rent increases.
2) executing and filing tenant petitions.
3) responding to landlord petitions.
4) protections for elderly and disabled tenants.
5) RAD's conciliation services.
6) notices to vacate and eviction procedures.
7) disclosures to tenants.
8) changes and decreases in services and facilities.

9) learning about and securing enforcement of housing condition regulations.
10) security deposits.
11) understanding lease provisions.
12) rent increases if a property is not under rent control.
13) appealing decisions of the Rent Administrator or the Office of Administrative Hearings; and
14) relocation counseling for displaced tenants. Note: Advocacy on behalf of tenant groups, or tenant rights assignees– including, but not limited to, legal advice or advocacy on tenants or tenant organizations' behalf in negotiations with a property owner–is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators, and not as advocacy groups. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns, or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a grantee is to ensure that tenants understand all available options.

Direct Counseling to Tenants and Tenant Groups: tenant counseling services will be designed to educate tenants in privately-owned properties about their legal rights and opportunities. This service is to be provided to tenants and tenant groups which are not subject to foreclosure and have not selected to exercise their Opportunity to Purchase Rights and/or Right of First Refusal under TOPA. It also includes providing other services and tenant education, which may not fall into the categories of services outlined above, such as eviction counseling, relocation counseling, apartment search, or apartment management.

DHCD seeks one or more organizations with the capacity to bring a range of resources to prevent involuntary displacement and to provide opportunities for continued affordable rental housing. Grantees must provide counseling services to tenants and tenant groups which include, but are not limited to: (1) outreach to tenant groups upon notice of one-year potential for subsidy expiration; (2) technical assistance in negotiations between owners and HUD relative to the renewal of federal subsidy contracts; (3) counseling for tenants in buildings where the subsidy will be lost and the tenant(s) must move; (4) counseling for tenants who are behind in their rent on best-action options; and (5) appropriately referring tenants who are in landlord/tenant disputes to all available resources. Grantees must also conduct research using the many databases and research tools available to identify properties that have a critical need for counseling assistance, including but not limited to DCHousingsearch.org. Note: Advocacy on behalf of tenant groups or tenants' rights assignee –including, but not limited to, legal advice or advocacy on tenants or tenant organizations behalf in negotiations

with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators and not as tenant advocates. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a prospective grantee is to ensure that tenants understand all available options.

Additional Legal Citations Governing Programs in Category C.

Applicants to provide any service in this Category and should review in detail the legal citations governing DHCD's rental accommodation functions:
(1) the Rental Housing Act of 1985, D.C. Official Code § 42-3501 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapters 38-44.
(2) the Rental Housing Conversion and Sale Act of 1980, D.C. Official Code § 42-3401 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapter 47.
(3) the Condominium Act of 1976, D.C.

Official Code § 42-1901 et seq.; (4) D.C. Official Code § 42-1901 et seq.; (5) the First Right to Purchase Program, title 14 of the District of Columbia Municipal Regulation, chapter 2700; and (6) Housing Conditions, Title 14 of the District of Columbia Municipal Regulations, Chapters 1-15. Submission of an application relevant to these services presumes that the applicant intends to meet all requirements to provide counseling to tenants and tenant groups pursuant to these above referenced citations.

3.3 Geographic Distribution of Services

The Department's decision to select one or more grantees to provide services will be influenced by the potential geographical distribution of service among the qualified applications received. Applicants can designate their proposed service areas in the District based on their by-laws, Board policies, etc. However, the Department reserves the right to designate any service areas it deems appropriate or necessary in making awards and negotiating grant terms. In reviewing the applicant pool, the Department's priority will be to ensure that excellent affordable housing counseling and training services are provided to all low- and moderate-income citizens of the District of Columbia. The Department will seek to bring parity in the quality of all housing services provided for all areas of the District through the award and ongoing management of these grants.

3.4 Marketing and Outreach

Marketing Plan to be submitted: Marketing and outreach are critical aspects of the grant's work. Grantees' efforts ensure these programs and services' success and desired impact. No Grantee or service is exempt from this requirement. Applicants must submit a detailed marketing and outreach plan for the services they are applying for. The plan should be detailed and not assume an understanding that has not been stated. Marketing should be included in the proposed budget and work plan.

DHCD will review and approve the marketing plan. In accordance with agency policy, marketing activities should highlight partnerships with and funding by DHCD.

Aspects of Marketing and Outreach to be considered:

- Continuous and consistent marketing and outreach are essential to achieving these services' objectives and maximizing public awareness of DHCD housing programs.
- Because of DHCD's diverse target population, grantees must utilize various marketing tools.
- Grantees are responsible for distributing DHCD program materials at community forums, public events, homeownership meetings, and fairs. Marketing and outreach may include but are not limited to, websites, email blasts, blogs, listservs, Twitter, Facebook, YouTube, Hope Hotline, flyers, door-to-door visits, community meetings, use of cable television (Channel 16), and public service announcements.

Coordinated with the Department: The grantee's marketing and outreach must be coordinated with DHCD. Grantees are expected to continually assess the success and impact of their marketing efforts to identify the most effective and efficient ways of reaching low– and moderate-income populations.

Participation in Department Marketing Activities: As required by DHCD, Grantees must participate in public activities and events related to housing opportunities. These may include but are not limited to tabling at events, participating in panel discussions, and providing speakers to groups, agencies, or organizations that request them.

DHCD Acknowledgement: Grantees must always acknowledge such housing assistance activities as Department of Housing and Community Development programs in any distributed print or electronic materials. DHCD must approve all such materials before distribution.

Use of DHCD Logo: All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or entirely, by the Department.

1. The written or printed materials must include the authorized DHCD logo.
2. Written or printed materials include, but are not limited to, newspaper, radio, and television announcements or advertisements. Websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.

4. The grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to the Grantee.
5. The grantee must provide copies of all marketing materials, brochures, flyers, and other materials that publicize grant-funded activities to the Grantor via email at dhcd.occo@dc.gov
6. The grantee shall publicize as appropriate to its constituency through social media, print, and online postings, DHCD communications, and events related to Grant-supported activities.

Diversity and Language Access in Marketing: Grantees must demonstrate the capability to effectively serve and communicate with the District's various non-English speaking and special needs populations. This means that marketing and outreach materials must be made available in multiple languages and media based on the needs of those populations. The grantee must demonstrate its intent and capability to comply with the District's Language Access Law. In addition, grantees must demonstrate the availability of appropriate staffing to ensure compliance with the District's Language Access Law.

3.5 Focus Areas and Neighborhood Revitalization Strategy Areas (NRSA)

DHCD has identified specific areas of the District as "Focus Areas." These Areas represent areas where the District has invested in funding to create and preserve affordable housing. Focus Areas follow main routes through the District and their associated neighborhoods. In many cases, business owners are centered on these major routes, while resident services will be seen as more appropriate for those in the communities. Applicants must ensure services are delivered to low- and moderate-income households or areas as part of their program (Housing Services, Small Business Technical Assistance, Façade Improvement). This is a CDBG requirement.

- For Housing Counseling applicants, these Focus Areas should be used to plan outreach activities to inform residents of their services.
- For SBTA and Façade grantees, the Focus Areas define the geographical areas of the District in which they will provide services. In this latter case, the Focus Areas define not only their outreach area but also their service area.

NRSAs Targeting East of the River

The Department obtained the HUD designation for the Neighborhood Revitalization Strategy Area (NRSA) for the Focus Areas in Wards 7 and 8. DHCD has designated areas of Historic Anacostia in the city's Southeast and Far Northeast communities as Neighborhood Revitalization Strategy Areas (NRSAs). This designation will allow the city to target Community Development Block Grant (CDBG) funding that supports economic and community revitalization efforts. These include Martin Luther King Jr Avenue, Marion Barry Avenue, Minnesota Avenue, and Benning Road. However, all areas of Ward 7 and Ward 8 remain the focus of the grantee's work and outreach.

For communities outside of the NRSA areas, DHCD has designated Focus Areas throughout the District. Applicants are encouraged to partner with other community-based organizations. This collaboration can include cross-disciplinary collaboration. For example, a Façade grantee may partner with an SBTA grantee to provide business owners various services encompassing both disciplines. Housing service grantees may partner to promote or provide services one grantee offers, but another may not. The key to collaboration is an outlook of being partners, not competitors.

The following is a list of the Focus Areas and some of their associated neighborhoods. The outreach plans can include other nearby neighborhoods, mindful of the low-income requirements. Each applicant is asked to select one or more Focus Areas for their application. Please note that this is a minimum, and applicants may choose more than three. Applicants will be asked to provide reporting on outreach activities.

The following is a list of the Focus Areas outreach plans, mindful of the low and income requirements.

Focus Areas/Neighborhoods

- **16th St NW Corridor** near the intersection with Havard St NW (Columbia Heights) in Ward 1
- **Georgia Ave and New Hampshire Ave NW Corridor** (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- **Rhode Island Ave and South Dakota Ave NE Corridor** (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 4 and Ward 5
- **M Street and South Capitol Streets SW Corridor** (Greenleaf and Waterfront) in Ward 6
- **Benning Road and Florida Ave NE Corridor** (NoMa/Ivy City/Trinidad) in Ward 5 and Ward 6
- **Minnesota Ave and Benning Rd NE Corridor** (Benning, Greenway) in Ward 7
- **Pennsylvania Ave and Minnesota Aves SE Corridor** (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- **East Capitol and Benning Rd Corridor** (Capitol View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- **Marion Barry Ave and Martin Luther King Aves SE Corridor** (Historic Anacostia, Fairlawn, Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- **Marion Barry Ave and Alabama Aves Corridor** (Skyland, Woodland, Garfield Heights) in Ward 8
- **Martin Luther King Ave and Alabama Ave Corridor** (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- **South Capital St and Chesapeake St SE Corridor** (Bellevue, Washington Highlands) in Ward 8

FY25 Housing Counseling Services Workplan

Organization Name:	University
Grant Number:	2025-12

Performance Period: 2/1/2025 to 09/30/2025

RFA Service #	Service Area	ected Num	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	NRSA Ward 7 & 8 All Services	Total
A1	HUD Housing Counseling	66	Number of First Time Homebuyers Purchasing Homes	Public Service or NRSA	$32,621.74	$97,865.21	$231,976.80	$362,463.75
A1		132	Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		363	Number of 1:1 Counseling Sessions (Budget & Credit)					
A1		264	Number of unduplicated households					
A1		4620	Number of 1:1 Homebuyer Counseling Sessions					
A1		1133	Number of unduplicated households					
A2	8-Hour Homebuyer Class	20	Number of 8-hour Homebuyer Educations Classes	Public Service or NRSA	$5,685.42	$17,056.26	$40,429.67	$63,171.35
A2		132	Number of Attendees of 8-hour Homebuyer Classes					
A2		93	Number of DHCD Certificates issued					
A3	HPAP (EAHP/NEAHP)	26	Number of HPAP Pre Purchase Orientations conducted	Non-Public Service or NRSA	$19,666.20	$58,998.60	$139,848.55	$218,513.35
A3	(NPS ONLY)	106	Number of Attendees at HPAP Orientations					
A3		132	Number of Files submitted to HPAP Administrators					
A3		3960	Number of 1:1 HPAP Counseling Sessions					
A3		1320	Number of unduplicated households					
A4	IZ/ADU Orientations	26	Number of IZ Orientations Conducted	Public Service or NRSA	$2,796.14	$8,388.41	$19,883.63	$31,068.18
A4		330	Number of Attendees at IZ Orientations					
A4		264	Number of DHCD Certificates issued					
A5	IZ/ADU Income Certifications	165	Number of IZ/ADU Income Cetifications completed	Public Service or NRSA	$932.03	$2,796.09	$6,627.77	$10,355.89
A6	PADD	3	Number of PADD group training/coaching	Public Service or NRSA	$932.04	$2,796.09	$6,627.77	$10,355.90
A6		26	Number of Attendees at PADD group training					
A6		33	Number of 1:1 PADD sessions (if applicable)					
A6		26	Number of unduplicated households receiving 1:1 PADD sessions					
A6		26	Number of PADD Income Certifications					
A7	General Housing Services & Information (Group Training)	99	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
A7		1320	Number of Attendees at Financial Literacy Trainings					
A7			Number of Homebuyer Clubs Meetings					
A7			Total of Attendees at Homebuer Club Meetings					
A7			Number of group trainings or workshops not reported in other categories					
A7			Number of Attendes at group trainings or workshops not reported in other categories					
B10	Eviction Counseling	3	Number of Eviction workshops	Public Service or NRSA	$1,848.07	$5,544.20	$13,141.82	$20,534.09
B10		17	Number of Attendees at Eviction workshops					
B10		7	1:1 Eviction Counseling					
B10		7	Unduplciated households 1:1 Eviction Counseling					
B10			Number referred to Attorney(s) for Legal Services					
B10			Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)					
B10			Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)					
B10		7	Number Evictions Prevented					
B11	SFRR	16	Number of SFRRP Orientations conducted (required)	Public Service or NRSA	$6,524.35	$19,573.00	$46,395.40	$72,492.75
B11		132	Number of 1:1 Intake sessions					
B11		66	Number of unduplicated households					
B11		27	Number of complete applications submitted in SFRRP Portal					
B12	Legal Services for Seniors, Coops and Condos		Senior households receiving legal services	Public Service or NRSA				$0.00
B12	(Law Firm Subrecelpients Only)		Coop Associations receiving legal services					
B12			Condo Associations receiving legal services					
B12			Number of Pro Bono Legal Services Recruited and Retained					
B12			Number of Trainings for Law Firms (Trainings)					
B12			Number of Attendees at trainings for Law Firms (Attendees)					
B12			Number of new partnerships initiated					
B12			Total Number of Trainings to and work with Pro Bono Provided					
B12			Number of outreach presentations conducted					
B12			Number of outreach activities conducted					
B12			Number of Senior Households that received Legal Counsel or Consultation					
B12			Number of Senior households that received Legal Representation					
B12			# of clients helped with Schedule H					
B12			# of clients helped with life planning docs					
B12			# pro bono attorneys engaged in housing-related matters					
B12			# veterans receiving legal counsel/advice					

Marketing		3	Other Tabling Events	Public Service or NRSA				$0.00
Marketing		6600	Flyers Distributed					
Marketing		198	Social Media Posts (Facebook, LinkedIn, Instagram)					
Marketing		27	Mailings					
Marketing			Paid Advertizing (display ads in print)					
Marketing		8	Other--radio ads					
Marketing			Other					
	TOTALS	23309			$94,307.50	$282,921.44	$670,630.96	$1,047,859.90

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit B Budget

- Schedules A (3-1) and A (3-2) for the First Performance Period

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

Rev. 12/09/2024

ORGANIZATION NAME:	University Legal Services
PERIOD OF PERFORMANCE:	2/1/2025-9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	
WARD (If applicable):	
TYPE OF ACTIVITY:	

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$797,744.73	$237,909.71	$1,035,654.44
Accounting Consultants	$2,438.05	$6,266.67	$8,704.72
Space	$65,000.00	$209,244.00	$274,244.00
Utilities	$4,000.00	$7,533.33	$11,533.33
Telephone	$3,000.00	$5,000.00	$8,000.00
Consumables	$10,100.00	$39,200.00	$49,300.00
Marking & Outreach	$6,000.00	$0.00	$6,000.00
Storage	$7,403.59	$16,800.00	$24,203.59
Triple Net Lease	$33,350.00	$0.00	$33,350.00
Internet	$2,263.54	$0.00	$2,263.54
Due/Subscription	$20,000.00	$22,000.00	$42,000.00
Credit Report-NE/SE/MH	$1,300.00	$0.00	$1,300.00
Total Direct Cost	$952,599.91	$543,953.71	$1,496,553.62
Total Indirect Costs (De Minimis Cost Rate 15%)	$95,259.99		$0.00
Total Costs	$1,047,859.90	$543,953.71	$1,496,553.62

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 12/09/2024

ORGANIZATION NAME:	University Legal Services
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 to 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Number of Hours	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
Personnel Subtotals						$664,787.28
				Fringe Benefits (Max 20%)		$132,957.46
				Total NBAP Grant Personnel Costs		$797,744.73

Exhibit C Required Reporting

- Monthly Performance Report
- Monthly Report of Group Trainings
- Monthly Report on Outreach and Marketing Activities
- Monthly Reporting of Special Activities
- Monthly Reporting of changes in personnel relative to grant work and payroll
- Quarterly Beneficiary Data
- Quarterly Language Access Report
- Quarterly Data Report

DC Department of Housing and Community Development

Deadline 00/00/0000

FY25 RFA: Housing Services

SHOW PROGRAM OVERVIEW | SHOW PROGRAM REQUIREMENTS | SHOW RFA SECTION 3.2 - HOUSING SERVICES: DESCRIPTION OF HOUSING PROGRAMS AND SERVICES | SHOW LIBRARY | HIDE ZOOMGRANTS HELP | SHOW ANNOUNCEMENTS 1

ZoomGrants Help [hide this]

Creating a New Application to Submit
The 'Saving' screen is still flashing...now what?
Missed Deadline FAQs
Invite Collaborators to Work on Application

Applicant View

Application Status: Not Submitted

Basic Information | Part I and II-Application Narrative Questions | Budget | Organizational and Financial Capacity | Required Attachments | Activity Log

Report: **OVERDUE** | Report Totals

Ask a Report Question

(answers are saved automatically when you move to another field)

Instructions Show/Hide

As in the past, Performance Reporting is divided into three sections:

- **Workplan Metrics** (numbers only),
- **Accomplishment Narrative** (Text Boxes), and
- **Various uploads** (spreadsheets usually).

This data is extremely important. Reports can affect performance goals and funding. Your reports are used to report to the City Administrator, the Mayor (including DMPED) and to the District Council and its Committee on Housing. Where uploads are required, **use excel files or Word files.** This will allow your information to be uploaded into the database and reported to District leaders.

For **Workplan Metrics,** use only numbers or leave it blank**. Letters such as N/A are to be avoided.** This will make your report impossible to be uploaded in the DHCD database and will require your corrections. Only numbers zero (0) and above can be used. If a metric is left blank, it will be treated as a zero.

In the **Accomplishment Narrative**, text boxes are provided to provide statements of activities or the information requested. In the first Report, please answer Question 22 (Points of Contact) with all points of contact for the areas mentioned. Thereafter in subsequent months, if there are no changes, it is okay to say, "No Changes". The same is true for Question 21 (staffing). Please answer Question 23 (Success Stories), Question 24 (Good News), Question 25 (Other DC agencies and initiatives). Question 26 is important. Remember the RFA asked applicants to align outreach to the Focus Areas mentioned on pages 33 and 34 of the RFA. Mentioning specific Focus Areas in the narrative for Q26 is helpful.

The **Document Upload** section is where excel spreadsheets (usually, sometimes Word Documents) are uploaded. **PDFs cannot be uploaded into database.** [The District of Columbia is fortunate to have many DC Based Programs such as HPAP, IZ/ADU, PADD, SFRRP, TOPA, HRA/RAD related activities, as well as direct services to tenants and tenant groups, and services to Condo/Coop Associations. DHCD staff need monthly reporting in order to better do their work and respond to the needs of DC citizens. These reports are shared directly with the appropriate program manager.]

There three areas of your activities will be reported on a monthly basis to help us meet our HUD and DC Government requirements and the needs of DC residents.

Reporting for Fiscal Year 2025 will begin with Report # 1. The end of Government's fiscal year (9/30/2025) will conclude with Report # 10 and the close-out of FY25 Purchase Orders. The complete schedule is below for the monthly report.

Other Reporting: Beneficiary Data and Language Access

Other reports are also required. These include **Beneficiary Report** and **Language Access Report.** These two reports are required on a quarterly basis. These reports will not be answered within ZoomGrants. The Office of Program Monitoring will provide the spreadsheets to use for these quarterly reports. Please see your Grant Agreement for additional information about the monthly and quarterly reports. Please note, the Beneficiary Report corresponds to the sources and uses of your Grant Agreement. A separate Beneficiary Report is needed for each type of funding awarded: Public Service (PS), Non-Public Service (NPS) and NRSA Wards 7 & 8 PS and NPS.

These quarterly reports will be due:

Oct/Nov/Dec 2/24/2025

Jan/Feb/March 4/10/2025

April/May/June 7/10/2025

July/August/Sept 10/10/2025

Please note we cannot extend these deadlines since they are HUD's deadlines and not in our control. Please submit your report on schedule.

Please remember HUD views reporting and reimbursement requests as inseparable and therefore to be coordinated at the same time. Please avoid not filing on the deadline.

Monthly Reporting on Performance and Accomplishments

Report Number Period Covers Due Date

Report Number	Period Covers	Due Date	Notes
Report 1	FY25 Q1 (Oct/Nov/Dec)	03/03/2025	
Report 2	January	03/03/2025	
Report 3	February	03/10/2025	
Report 4	March	04/10/2025	
Report 5	April	05/10/2025	
Report 6	May	06/10/2025	
Report 7	June	07/10/2025	
Report 8	July	08/10/2025	
Report 9	August	09/10/2025	
Report 10	September	10/10/2025	

In ZoomGrants reporting, there are data questions. Please enter only a whole number. If a particular question doesn't apply to your statement of work and workplan, please enter zero. The narrative questions also require a response. If there is nothing to report in the narrative, please enter a statement such as "No changes" or "Not applicable".

Report 1: **3/3/2025** Report 2: **3/3/2025** Report 3: 3/10/2025 Report 4: 4/10/2025 Report 5: 5/10/2025

Report 6: 6/10/2025 Report 7: 7/10/2025 Report 8: 8/10/2025 Report 9: 9/10/2025 Report 10: 10/10/2025

Report 1: 3/3/2025

This report is OVERDUE. Submit Report 1

Agency

This is a branching question. The system will remove questions that do not apply to you based on your answer to Question #1.

Please disregard the number sequencing.

1. Identify Your Agency Name

This is a branching question. Only the questions that apply to your agency will appear.

- ○ CARECEN-Central American Resource Center
- ○ Centro de Apoyo Familar

- ○ Greater Washington Urban League, Inc.
- ○ Housing Counseling Services
- ○ Latino Economic Development Corporation of Washington DC
- ○ Legal Counsel for the Elderly
- ○ Lydia's House in Southeast, Inc.
- ○ Manna, Inc.
- ○ Marshall Heights Community Development Organization, Inc.
- ○ Mi Casa
- ○ Neighborhood Legal Services Program of the District of Columbia
- ○ University Legal Services

Workplan Accomplishment Metrics

2. A1: HUD Housing Counseling

Ignore the auto-total number.

Number of First Time Homebuyers Purchasing Homes

Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)

Number of 1:1 Counseling Sessions (Budget & Credit)

Number of unduplicated households

Number of 1:1 Homebuyer Counseling Sessions

Number of unduplicated households

3. A2: 8-Hour Homebuyer Class

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of 8-hour Homebuyer Educations Classes

Number of Attendees of 8-hour Homebuyer Classes

Number of DHCD Certificates issued

4. A3: HPAP (EAHP/NEAHP)

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of HPAP Pre Purchase Orientations conducted

Number of Attendees at HPAP Orientations

Number of Files submitted to HPAP Administrators

Number of 1:1 HPAP Counseling Sessions

Number of unduplicated households

5. A4: IZ/ADU Orientations

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of IZ Orientations Conducted

Number of Attendees at IZ Orientations

Number of DHCD Certificates issued

6. A5: IZ/ADU Income Certifications

Ignore the auto-total number.

Number of IZ/ADU Income Cetifications completed

7. A6: PADD

Ignore the auto-total number.

Number of PADD group training/coaching

Number of Attendees at PADD group training

Number of 1:1 PADD sessions (if applicable)

Number of unduplicated households receiving 1:1 PADD sessions

Number of PADD Income Certifications

8. A7: General Housing Services & Information (Group Training)

Ignore the auto-total number.

Number of Financial Literacy Trainings (including but not limited to credit & budgeting)

Number of Attendees at Financial Literacy Trainings

Number of Homebuyer Clubs Meetings

Total of Attendees at Homebuer Club Meetings

Number of group trainings or workshops not reported in other categories

Number of Attendes at group trainings or workshops not reported in other categories

9. B8: General Home Management (Post Purchase Non-Delinquent)

Ignore the auto-total number.

Number of Homeownership Preservation Workshops

Number of Attendees at Homeownership Preservation Workshops

Number of Post-Purchase Workshops (not including Homeownership Preservation)

Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)

Number of 1:1 Post-Purchase Counseling Sessions

Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions

10. B9: Foreclosure Counseling

Ignore the auto-total number.

Number of Foreclosure Workshops

Number of Attendees at Foreclsoure Workshops

Number of 1:1 Foreclosure Counseling Sessions

Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number of Foreclsoures Prevented

11. B10: Eviction Counseling

Ignore the auto-total number.

Number of Eviction workshops

Number of Attendees at Eviction workshops

1:1 Eviction Counseling

Unduplciated households 1:1 Eviction Counseling

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number Evictions Prevented

12. B11: SFRR

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of SFRRP Orientations conducted (required)

Number of 1:1 Intake sessions

Number of unduplicated households

Number of complete applications submitted in SFRRP Portal

13. B12: Legal Services for Seniors, Coops and Condos

Ignore the auto-total number.

Senior households receiving legal services

Coop Associations receiving legal services

Condo Associations receiving legal services

Number of Training for Law Firms

Number of Attendees at law firm training

Number of outreach activities

Number of new partnerships initiated

Number of clients helped with Schedule H

Number of clients helped with life planning docs

Number pro bono attorneys engaged in housing-related matters

Number veterans receiving legal counsel/advice

14. B13: Technical Assistance for Coop

Ignore the auto-total number.

Number of Co-Op Associations receiving Technical Assistance

Number of Action Plans written for Co-Op Associations

Number of Successful Outcomes for Co-Op Associations

Number of Asset Management Improvement Services Provided for Co-Op

Number of Asset Management Tactical Support Services Provided to Co-Op

Number of Consultative Services Provided to Co-Op Associations and Clients

Number of Legal Assistant Services provided to Distressed Co-Op Associations

Number of Organization Sustainability Tactical Support Services Provided to Co-Ops

Number of Ownership Educations Sessions provided to different ownership models including shared equity

Number of Relocation Plans completed and accepted for Co-Ops

Numbers of Trainings on Board Operations Governance & Management to Co-ops

Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management

Number of written Asset Management & Sustainability Plans for Co-Ops

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Co-Op Associations

Number of Associations (Coops) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Co-Op Associations

15. B13: Technical Assistance for Condo Associations

Ignore the auto-total number.

Number of Condo Associations receiving Technical Assistance

Number of Action Plans written for Condo Associations

Number of Successful Outcomes for Condo Associations

Number of Asset Management Improvement Services Provided for Condo

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo

Number of Asset Management Tactical Support Services Provided to Condo

Number of Legal Assistant Services provided to Distressed Condo Associations

Number of Consultative Services Provided to Condo Associations and Clients

Number of Organization Sustainability Tactical Support Services Provided to Condo Associations

Number of Relocation Plans completed and accepted for Condo Associations

Numbers of Trainings on Board Operations Governance & Management to condo associations

Number of written Asset Management & Sustainability Plans for Condo Associations

Number of Associations (Condos) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Condo Associations

16. B14: Technical Assistance for Small Apartment Owners (25 units and less)

Ignore the auto-total number.

Number of Inquiries Received

Number of Owners/Managers receiving Services

Number of Action Plans Written

Number of Action Plans Implemented/Completed

Number of Owners/Managers needing Asset Management Guidance

17. C15: TOPA Pre-Purchase Counseling & Training

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Meetings with Tenant Association

Number of Attendees at TOPA Meetings

Number of TOPA Training Workshops to Tenants

Number of Attendees at TOPA Training Workshops

18. C16: TOPA Post-Purchase Counseling & Training

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Post Purchase Training Workshops

Number of Attendees at TOPA Post Purchase Workshops

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

19. C17: Tenant Counseling for HRA - Rental Accommodation Division

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

Number of Attendees at group training/coaching

20. Marketing & Outreach

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Housing Fairs

Other Tabling Events

Flyers Distributed

Social Media Posts (Facebook, LinkedIn, Instagram)

Mailings

Paid Advertising (display ads in print)

Other

Accomplishment Narrative

21. Staffing Information: Any changes (terminations or new hires) in staff members who are on the grant? Or in the Executive Leadership or Management Team? Number of HUD Certified Counselors (expressed as FTEs) on staff at the

end of this reporting period?

Maximum characters: 1000. You have 1000 characters left.

22. Who are the current Points of Contact and email for the following: 1) Executive Leader (NOTE: Executive leader is copied on all communication): 2) Grant/Fund Development: 3) Grant/Accounting: 4) Program Managers/Directors/Supervisors:

Maximum characters: 1000. You have 1000 characters left.

23. Please provide us with client success story/stories for this quarter by program. You may provide a link to an article that has been written for other purposes (newsletter, website, or newspaper article).
Redact (use a pseudonym) for any client name or other personal identifying information if you have not received a release.

Maximum characters: 3000. You have 3000 characters left.

24. Any good news to share? Any events and activities coming up? (e.g. obtained other grant funds to leverage DHCD grant, Open Houses, Presentations, Community Events, etc.)
Upload a calendar of upcoming program events (in-person or webinars).

Maximum characters: 3000. You have 3000 characters left.

25. Describe your organization's involvement in other projects or initiatives with other District agencies.

Maximum characters: 3000. You have 3000 characters left.

26. Describe your marketing and outreach during this period. What groups or areas did you market to, numbers, and in what way did you contact them (mail, event, email, personal, media, etc.)?

Maximum characters: 3000. You have 3000 characters left.

27. Describe any specific obstacles (if any) to your organization's program or service delivery during this period?

Maximum characters: 3000. You have 3000 characters left.

Documents Requested *	Required?	Uploaded Documents *	
ALL: Procurement Report, as applicable Download template: Procurement Report			Upload
ALL: Language Access for Outreach and Group Sessions Download template: Language Access for Outreach and Group Sessions	Required		Upload
ALL: Calendar of Next Quarter (3 months) of Orientations, Trainings, Workshops & 8-Hour Classes	Required		Upload
A-2 HBE 8-Hour Class Attendance Certificates Download template: A-2 HBE 8-Hour Class Attendance Certificates			Upload
A-3 Homebuyer Assistance Program Intake Download template: A-3 Homebuyer Assistance Program Intake			Upload
A-4 IZ Orientation Attendance Certificates Download template: A-4 IZ Orientation Attendance Certificates			Upload
B-11 SFRRP Intake Download template: B-11 SFRRP Intake			Upload
C-15 and C-16 TOPA Reporting Download template: C-15 and C-16 TOPA Reporting			Upload
C-17 Training for Tenants and Tenant Organizations Download template: C-17 Training for Tenants and Tenant Organizations			Upload

* *ZoomGrants™ is not responsible for the content of uploaded documents.*

CDBG PUBLIC SERVICE* HOUSING COUNSELING (HC) PROGRAM

HEAD OF HOUSEHOLD DEMOGRAPHICS

IDIS Number	
Community Based Organization (CBO)	
National Objective/Matrix Code	
Project Analyst	
Proposed HOUSEHOLDS TO Serve	
Total HOUSEHOLDS Served	
Difference Used for CAPER Analysis	

Tip #1	Avoid Duplicative Reporting
Tip #2	Complete each cell; even if N/A (Not Applicable)
Tip #3	Do not complete Grayed-Out Cells
Tip #4	Based on HEAD of HOUSEHOLD
Tip # 5	Submit Quarterly
Tip #6	Public Service - HC that cannot show proof a home was purchased.
Tip # 7	OPM - Kelly Ann Morrow, DHCD Grant Management Officer, kelly-ann.morrow@dc.gov

HEAD OF HOUSEHOLD CHARACTERISTICS

Race/Ethnicity/Household Composition	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
White	0	0		0	0																					0	0	0
Black/African American	0	0		0	0																					0	0	0
Asian	0	0		0	0																					0	0	0
Native American/Alaskan Native				0	0																					0	0	0
Native Hawaiian/Other Pacific Islander				0	0																					0	0	0
Native American/Alaskan Native & White				0	0																					0	0	0
American Indian/Alaskan Native & White				0	0																					0	0	0
Asian & White				0	0																					0	0	0
Black/African American & White				0	0																					0	0	0
Native American/Alaskan Native & Black/African American				0	0																					0	0	0
Other Multi Racial				0	0																					0	0	0
Did Not Report				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Income Data (in accordance with HUD Part 5)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
Extremely Low 0-30 %	0			0	0																					0	0	0
Low 31%-50%	0			0	0																					0	0	0
Moderate 51%-80%	0			0	0																					0	0	0
Non-Low/Moderate 81% - 110%				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Additional Data (Does not apply to Single Family Residential Rehabilitation Program)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
With New or Continuing Access to Service or Benefit	0			0	0																					0	0	0
With Improved Access to Service or Benefit				0	0																					0	0	0
Received a Service or Benefit that is No Longer Substandard				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Language Access

The recent Executive Order of the President makes English the Official Language of the United States.

Grantees may translate forms, document, trainings into other languages as they deem appropriate for the benefit of clients.

Grantees may also make provision for clients to have access who are English Proficient/Non-English Proficient (LEP/NEP).

The Language Access line remains available to Grantees. OPM can provide the phone number.

Grantees are encouraged to report on a quarterly basis concerning language accommodation for clients.

Tracking includes:

- Language
- Use of interpreter, bi-lingual staff person or language access telephonic line
- Used on the group basis or individual and the number of each

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit D Method to determine Client Eligibility for Services

Method to determine Client Eligibility for Services:
By Household

DHCD will provide the spreadsheet to use for this Quarterly Report

If a grantee has two or three sources/uses of grant funds, a separate report is needed for each.

Sources/Uses includes

1. Public Services (PS),
2. Non-Public Services (NPS) and
3. NRSA Wards 7 & 8 PS & NPS.

For each the Household report includes:

Section 1

Grantees will provide the following information concerning race/ethnicity which shall be recorded by

- Ward,
- Head of Household,
- Tenant/Owner

White
Black/African American
Asian
Native American/Alaskan Native
Native Hawaiian/Other Pacific Islander
Native American/Alaskan Native & White
American Indian/Alaskan Native & White
Asian & White
Black/African American & White
Native American/Alaskan Native & Black/African American
Other Multi Racial
Did Not Report
TOTAL

Section 2

Also, each household shall be counted by income category using the CDBG income categories and dollar amounts. (See chart in this exhibit.)

Section 3

Lastly, each household shall be counted by CDNG service category.

With New or Continuing Access to Service or Benefit
With Improved Access to Service or Benefit
Received a Service or Benefit that is No Longer Substandard

The Number of Households in each of the above calculations be the same. That is, if 100 households are reported in Section 1, there must be 100 in reported also in Sections 2 and 3.

This procedures is repeated for:

- Non-Public Service Activities
- NRSA Wards 7 & 8 Public Service and Non-Public Service

INCOME LIMITS WITH UNCAPPED LIMITS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
U.S. Department of Housing and Urban Development (HUD) FY 2023
Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	**84,400**	**96,450**	**108,500**	**120,550**	**130,200**	**139,850**	**149,500**	**159,150**

	Median Income	**Family Four Low Income Limit**
DC	**$152,100**	**$95,300**

This grant will consider eligibility based on Household Beneficiary Data

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit E Budget Modification Form

BUDGET MODIFICATIONS

To request a Budget Modification, please reach out to your Point of Contact with Community Services to request the excel file.

The excel file should be returned to Community with the details (below) about your request. You may also send a PDF of the excel file in addition to the excel file itself. The excel is needed to upload to the database.

There should be a cover letter from the Executive Director requesting the modification as outlined in excel file attached. Only the Executive Director as a signatory to the Grant Agreement can request a Budget Modification.

The Excel file will guide you through the process.

The Excel template asks you for each line item in the A 3-2 (Personnel) to indicate the current budget and the requested budget modification for:

- Hourly rate
- Number of Hours to be charged to the Grant (total for the year)

Similarly for the A 3-1 the template asks the current Budget Amount for each line item and the requested modification amount for each line item in the A 3-1.

Each line item in the A 3-1 and A 3-2 must be included in the Modification.

The deadline to request a Budget Modification is June 1st of each year.

The Community Services team is available to provide technical assistance.

Cost Category	Current Budget	Increase (Decrease)	Requested Modificastion Amount
Personnel (Salary & Fringe)	$0.00	$0.00	$0.00
Credit Report	$0.00	$0.00	$0.00
Space	$0.00	$0.00	$0.00
Insurance	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Training	$0.00	$0.00	$0.00
IT Services & Support	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$0.00	$0.00	$0.00
Total Indirect Costs (De Minimis Cost Rate 15%)	$0.00		$0.00
Total Costs	$0.00	$0.00	$0.00

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit F Drug Free Workplace Certification

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code. and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - lll, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. Debarment, Suspension, And Other Responsibility Matters (Direct Recipient)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

1. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F. for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020. Notice shall include the identification number(s) of each effected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and incising termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (1), (c), (d), (e), and (f).

B. The applicant may insert in the space provided below the sites) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Drug-Free Workplace (Grantees who are Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, subpart F, for grantees as defined at 28 CFR Part 67; Sections 67 615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020.

As the duly authorized representative of the applications,
I hereby certify that the applicant will comply with the above certifications.

University Legal Services
220 I Street, NE Ste 130
Washington, D.C. 20002

1. Grantee Name and Address

Housing Counseling Services 2025-12

2. Application Number and/or Project Name

52-0902922

3. Grantee IRS/Vendor Number

Jane M. Brown, Executive Director

4. Typed Name and Title of Authorized Representative

Jane Brown

5. Signature

10/3/24

6. Date

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit G Service Area Eligibility

This grantee provides services to residents of all DC Wards and will focus on the neighborhoods in these corridors where DHCD has invested resources for housing development.

- 16th St NW Corridor near the intersection with Havard St NW (Columbia Heights) in Ward 1
- Georgia Ave and New Hampshire Ave NW Corridor (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- Rhode Island Ave and South Dakota Ave NE Corridor (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 5
- M and South Capitol Streets SW Corridor (Greenleaf/Waterfront) in Ward 6
- Benning Road and Florida Ave NE Corridor (NoMa/Ivy City/Trinidad) Ward 6
- Minnesota Ave and Benning Rd NE Corridor (Benning, Greenway) in Ward 7
- Pennsylvania Ave and Minnesota Aves SE Corridor (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- East Capitol and Benning Rd Corridor (Capital View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- Marion Barry Ave and Martin Luther King Aves SE Corridor (Historic Anacostia, Fairlawn Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- Marion Berry Ave and Alabama Aves Corridor (Skyland, Woodland, Garfield Heights) in Ward 8
- Martin Luther King Ave and Alabama Ave Corridor (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- South Capital St and Chesapeake Aves SE Corridor (Bellevue, Washington Highlands) in Ward 8

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit H Insurance Requirements

DHCD-BILL WINSTON-GRANT FOR VARIOUS COMMUNITY-BASED ORGANIZATIONS HOUSING COUNSELING AND SERVICES AF07082024

INSURANCE

A. GENERAL REQUIREMENTS. The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this grant, the types of insurance specified below. The Grantee shall submit a Certificate of Insurance to the Grant Administrator (GA) giving evidence of the required coverage prior to commencing performance under this grant. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the GA.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Grantee and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this grant, with the understanding that any affirmative obligation imposed upon the insured Grantee or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its subcontractors, and not the additional insured. The additional insured status under the Grantee's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the GA in writing. All of the Grantee's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Grantee or its subcontractors, or anyone for whom the Grantee or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the GA with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the GA in writing), covering liability for all ongoing and completed operations of the Grantee and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an

Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or it's equivalent) to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the GA in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee in connection with work under this agreement, with a minimum combined single limit of $1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Grantee shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Defense costs shall be in addition to and not erode the limits of liability
e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or it's equivalent)

3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

   Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   The Workers Compensation and Employers Liability shall be further endorsed to:
   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

   Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   The Workers Compensation and Employers Liability shall be further endorsed to:
   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the GA of commercial umbrella or excess liability insurance with minimum limits of $5,000,000 per occurrence and $5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS
Any and all subcontractors engaged by Grantee for work under this agreement shall be required to have the same insured required of Grantee. Should the Grantee wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Grantee shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Grantee. In either instance, the Grantee must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

E. DURATION. The Grantee shall carry all required insurance until all grant work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this grant and two years for non-construction related grants.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the Grantee's liability under this grant.

G. CONTRACTOR'S PROPERTY. Grantee and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.

H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the grant price.

I. NOTIFICATION. The Grantee shall ensure that all policies provide that the GA shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Grantee no long complying with the above requirements. The Grantee shall provide the GA with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the GA with an updated Certificate of Insurance should its insurance coverages renew during the grant. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Grantee at least 30 days' notice of the change. Grantee must comply, at your expense, and deliver to the GA evidence of compliance before the change becomes effective.

J. CERTIFICATES OF INSURANCE. The Grantee must send to GA, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Grantee must also provide us with evidence of renewal before the expiration date of each insurance policy. Grantee is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . Certificates of insurance must reference the corresponding grant number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:
William Winston, Grant Administrator (DHCD)
1909 Martin Luther King Jr Av SE, Washington DC 20020
771-208-9628
Bill.winston@dc.gov

The GA may request and the Grantee shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Grantee expires prior to completion of the grant, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the GA prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the GA on an annual basis as the coverage is renewed (or replaced).

K. DISCLOSURE OF INFORMATION. The Grantee agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Grantee, its agents, employees, servants or subcontractors in the performance of this grant.

L. CARRIER RATINGS. All Grantee's and its subcontractors' insurance required in connection with this grant shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.

M. WARRANTIES. When applicable, the Grantee should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). GA should collect, review for accuracy, and maintain all warranties for goods and services.

Exhibit I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Mayor's Order 2023-131

GOVERNMENT OF THE DISTRICT OF COLUMBIA
ADMINISTRATIVE ISSUANCE SYSTEM

Mayor's Order 2023-131
October 31, 2023
SUBJECT: Updated District Government Sexual Harassment Policy, Guidance, and Procedures

ORIGINATING AGENCY: Office of the Mayor

By virtue of the authority vested in me as Mayor of the District of Columbia by sections 422(2), (3), and (11) of the District of Columbia Home Rule Act of 1973, 87 Stat. 790; Pub. L No. 93-198, D.C. Official Code §§ 1-204.22(2), (3), and (11), it is hereby **ORDERED** that:

I. PURPOSES AND BACKGROUND

This Order incorporates provisions of, updates, and supersedes Mayor's Order 2017-313, dated December 18, 2017, regarding sexual harassment in District of Columbia ("District") Government workplaces.

In addition to providing procedural updates to the District's sexual harassment policy, this Order establishes and directs the Sexual Harassment Task Force to further examine the District's sexual harassment policies and provide recommendations to further the goal of a harassment-free workplace; establishes obligations of District Government employees; adds Mayor's direct reports to those required to be referred for outside investigation of sexual harassment; and bans all sexual and romantic relationships between supervisors and the employees in their chain of command.

This Order reaffirms that the District Government does not tolerate any form of inappropriate workplace conduct including sexual harassment, nor does it tolerate sexual harassment in non-employment interactions between District Government employees and the public. Sexual harassment is recognized as one of the most unjust, demeaning, and demoralizing examples of workplace misconduct.

This Order also requires that employees be trained on sexual harassment every year and provides additional specificity as to the qualifications and role of Sexual Harassment Officers.

Further, this Order directs agency compliance with the Sexual Harassment Data Collection and Reporting Act of 2022, D.C. Law 24-171, D.C. Official Code § 1-546.01, and clarifies, consistent with the Human Rights Enhancement Amendment Act of 2022, D.C. Law 24-172, D.C. Official Code § 2-1402.11(c-2), the definition of sexual harassment.

II. INDIVIDUALS AND ENTITIES COVERED

A. Prohibitions and Protections

1. This Order is intended broadly to prohibit sexual harassment in all interactions with District Government employees and officials and persons acting on behalf of the District Government, and to facilitate speedy investigation and non-monetary remedial action including warnings to stop offensive behavior, additional training, reassignments, and personnel and contract actions.

2. The District of Columbia prohibits workplace sexual harassment by all District Government employees and officials. The prohibition applies to harassment of other employees and officials and to harassment of third parties

and members of the public interacting with the District Government, such as vendors, contractors, grantees, customers, clients, and other persons visiting or working at District Government worksites or service sites inside and outside District Government agencies.

3. Likewise, contractors and grantees carrying out work on behalf of the District Government shall not sexually harass colleagues who carry out work on behalf of the District Government; District Government employees; or customers, clients, or beneficiaries of the services the contractors and grantees provide on behalf of the District Government; and those clients, customers, beneficiaries, employees, and colleagues may file complaints that trigger sexual harassment investigations and possibly remedies. Remedies may include requiring the contractor or grantee to use alternate personnel to provide services, and other remedies available under the contract or grant agreements up to and including contract or grant termination or non-renewal of the grant or contract.

4. In addition, sexual harassment by District Government clients, customers, or visitors against District Government employees, contractors, or grantees, or other clients, customers, or visitors, at District Government worksites or service sites, is prohibited and complaints made against District Government employees who sexually harass contractors, grantees, agency clients, customers or visitors, upon investigation, may result in discipline of the employee and accommodations of the contractor, grantee, customer or visitor, such as having another government official assigned to the matter.

5. In the course of their duties as members of District of Columbia boards and commissions, board and commission members are bound by the prohibitions, procedures, and deadlines set forth in this Order.

6. Not every procedure set forth in this Order applies to persons not working for the District Government.

B. Scope

1. Laws prohibiting sexual harassment apply throughout the District Government. The agencies listed below should either use the training, procedures, information, and processes provided in this Order, or their own, similar ones. To the extent District law requires centralized reporting, the reporting requirements in this Order apply to all agencies.

2. Those agencies include the Office of the Attorney General, the Office of the Chief Financial Officer, the Board of Elections, the Zoning Commission, the Public Service Commission, the Commission on Arts and Humanities, the Washington Convention and Sports Authority (Events DC), the Board of Education, the University of the District of Columbia, the DC Public Library, the DC State Athletics Commission, the Public Charter School Board and public charter schools, the Office of the People's Counsel, the District of Columbia Water and Sewer Authority (DC Water), the Green Finance Authority, the Health Benefit Exchange Authority, the Not-for-Profit Hospital Corporation, the Contract Appeals Board, the DC Retirement Board, the Office of Employee Appeals, the DC National Guard, the Criminal Justice Coordinating Council, the Office of Police Complaints, the Corrections Information Council, and the Uniform Law Commission.

3. This Order does not apply to the Council of the District of Columbia, Advisory Neighborhood Commissions, or the DC Courts, and agencies and offices subordinate to them.

III. SEXUAL HARASSMENT

A. Through the Human Rights Enhancement Amendment Act of 2022, D.C. Law 24-172, effective September 21, 2022; D.C. Official Code § 2-1402.11(c-2), the Council has, in the employment context, expanded the definition of "harassment" and "sexual harassment" under the D.C. Human Rights Act to provide that sexual harassment includes conduct of a sexual nature, "whether direct or indirect, verbal or nonverbal, that unreasonably alters an individual's terms, conditions, or privileges of employment or has the purpose or effect of creating an intimidating, hostile, or offensive work environment."

B. In addition, sexual harassment includes "sexual advances, requests for sexual favors, or other conduct of a sexual nature where submission to the conduct is made either explicitly or implicitly a term or condition of employment or where submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual's employment." This is sometimes referred to as quid pro quo sexual harassment.

C. In determining whether sexual harassment has taken place, the D.C. Human Rights Act states that "conduct need not be severe or pervasive to constitute harassment" and that "no specific number of incidents or specific level of egregiousness is required."

D. Examples of conduct that can contribute to or constitute sexual harassment or an intimidating, hostile, or offensive work environment include:

1. Sex acts;

2. Display of sexual organs;

3. Using sexually oriented or sexually degrading language describing an individual or their body, clothing, hair, accessories, or sexual experiences;

4. Sexually offensive comments or off-color language, jokes, or innuendo that a reasonable person would consider to be of a sexual nature, or belittling or demeaning to an individual or a group's sex, sexual orientation, or gender identity;

5. "Sexting" or seeking or sending pictures of intimate body parts;

6. Taking or displaying pictures of body parts meant to be covered up (such as "upskirting" pictures);

7. Displaying or disseminating sexually suggestive objects, books, screensavers, magazines, photographs, music, cartoons, or computer internet sites or references;

8. Unnecessary and inappropriate touching or physical contact, such as intentional and repeated brushing against a colleague's body, touching or brushing a colleague's hair or clothing, massages, groping, patting, pinching, or hugging, that a reasonable person would consider to be of a sexual nature;

9. Leering, ogling, or making sexually suggestive gestures or sounds, such as whistling or kissing noises;

10. Making inquiries about someone's private sex life or describing one's own sex life;

11. Workplace sexual comments, conduct, displays and suggestions between two willing parties in the presence of another that are inconsistent with professional workplace norms;

12. Any unwanted repeated contact, including, but not limited to in-person, or telephonic, for romantic or sexual purposes;

13. Giving a preference to someone who is engaged in a dating, romantic, or sexual relationship based on the relationship to the disadvantage of someone who is not engaged in a dating, romantic, or sexual relationship; and

14. Sexual assault, stalking, trapping someone such that they are not free to leave and a sexual encounter is expected or threatened, threats of bodily harm relating to sex or the refusal to have sex, or other crimes related to acts of sexual harassment.

E. Further, the District may treat some conduct of a sexual nature as misconduct, even when it does not rise to the level of unlawful sexual harassment actionable under the D.C. Human Rights Act. As an example, an employee who tends to greet people with a hug may have been warned that the conduct was offensive to some employees and then hugs an employee whom they have not seen in many months. The conduct may not rise to the level of "unreasonably altering the individual's terms, conditions, or privileges of employment," but it could constitute misconduct since they had been warned that some employees associate hugging with unwanted sexual contact that is offensive in the work environment.

IV. DATING, ROMANTIC, AND SEXUAL RELATIONSHIPS IN THE WORKPLACE

A. Prohibitions

1. Prohibitions on certain dating, romantic, or sexual relationships in the workplace exist to prevent real or perceived impropriety, favoritism, conflicts of interest due to power dynamics, control of an employee's assignments and performance reviews, as well as to advance fairness for all other employees, contractors, grantees, and clients. Even consensual dating, romantic, or sexual relationships can generate allegations of favoritism based on sexual relationships or sexual harassment by one of the parties or a third party. Relationships, or aspects of relationships, that may be perceived as consensual by one party may be considered coerced or harassing by the other party due to power dynamics, and relationships that start consensually may evolve into sexual harassment.

2. Subject to the conditions and implementation procedures discussed in this Order, it is now the policy of the District Government that a dating, romantic, or sexual relationship between a supervisor and any employee in the chain of command they supervise – whether supervision is direct or indirect, operational or situational – is prohibited. Note that chain of command in this definition may span agencies or divisions within an agency.

3. In addition, District Government employees shall not initiate a dating, romantic, or sexual relationship with trainees, recruits, or interns, regardless of the employee's assignment in relation to the trainee, recruit, or intern if the employee is in the same agency as the trainee, recruit, or intern.

4. Further, this Order prohibits dating, romantic, and sexual relationships when they are prohibited by applicable professional or ethical standards, such as lawyer-client, doctor-patient, or social worker-client.

5. District Government employees shall not participate personally and substantially in particular matters that affect or could affect the financial interests of someone with whom they are in a dating, romantic, or sexual relationship, whether that person is an employee, grantee, contractor, or client of the agency.

B. Designation of Person or Committee to Resolve Issues Surrounding Workplace Relationships; Existing Relationships

1, By November 17, 2023, District Government agency directors shall designate their own agency human resources agency/officers, another appropriate officer, or an office or committee to receive disclosures of relationships and resolve workplace issues arising from any prohibited dating, romantic, or sexual relationship on a case-by-case basis consistent with this Order; absent such a designation, disclosures shall be made to the Director.

2. By December 8, 2023, existing relationships that fall within the prohibitions of this Order must be disclosed to the designee identified in subsection IV.B.1. of this Order, in the manner specified by their agency or on a form to be created by DCHR, whereupon the situation will be evaluated and a resolution determined.

3. Resolution may involve giving the employees a defined but reasonable time to find a new position where the relationship is not implicated by this Order; shifting reporting structures to take the relationship out of a prohibited status; or establishment of recusal structures when the employees do not work in the same agency or division but they heretofore were in situational or operational chains of command.

4. To the extent adjustments are made in work sites or shifts, reporting structures, job duties or any other factor for one or both of the persons in the relationship, agencies shall endeavor to afford such options on a voluntary basis for all concerned, particularly if an employee not involved in a prohibited relationship is affected by any proposed accommodation of the relationship.

5. If no satisfactory resolution of the prohibited relationship can be reached, the persons in a dating, romantic, or sexual relationship may request a waiver of the provisions of this Order. Waiver requests shall be submitted to the Mayor and shall be accompanied by a recommendation from the agency or agency designee. Waiver requests may include any information relevant to the determination and shall be on a form to be created by the Department of Human Resources ("DCHR").

6. Agencies may make reasonable efforts to assist with a transfer or reassignment, without prejudicing either employee (or any other employee), but it is not the responsibility of the personnel authority or the agency to restructure their agency operations or find a new position for someone in the relationship. No agency is required to grant a request or application for a transfer.

7. Agencies may promulgate regulations or policies consistent with this Order to effect its implementation and to provide consistent treatment for employees facing this situation, though each relationship may pose unique issues. Agencies may also issue rules explaining in more detail for their agencies' employees and contractors how terms such as "dating," "chain of command" and "trainee" are to be interpreted considering their agency's operations. Agencies may prohibit dating, romantic, or sexual relationships with their own clients or clients of the agency or a subset of the agency, as the agency deems appropriate to prevent factual or perceived impropriety or favoritism. For instance, an agency with both social workers and non-licensed employees providing case work to agency clients could extend the ban on dating and sexual relationships with clients to their non-licensed employees, to hold them to the same professional standards as their licensed colleagues.

8. By December 12, 2023, agencies shall report the number of disclosed relationships to the Mayor's Office of Legal Counsel ("MOLC") and the contact information of the person handling requests for accommodation, for consideration by the Sexual Harassment Taskforce.

C. Disclosure of Relationships

1. In addition to the disclosures of existing relationships required by Section IV.B., if by promotion or agency reorganization or other circumstance, two employees in a dating, romantic, or sexual relationship would fall into a prohibited relationship status, their relationship must be disclosed as soon as the possibility of falling into prohibited status is realized by either person in the relationship.

2. If there is a reasonable likelihood that someone would raise a credible charge that there was or could be preferential treatment based on a dating, romantic, or sexual relationship that is not in a chain of command, then the employees involved in the dating, romantic, or sexual relationship must also report their relationship to the person or office designated pursuant to Section IV.B. Such reporting is necessary for consideration of whether additional safeguards are necessary and whether the prohibition on relationships based on situational supervision is implicated.

D. New Relationships

Generally, if two persons in a chain of command wish to begin a dating, romantic, or sexual relationship with each other, one party to the relationship should apply for a transfer or otherwise seek employment that eliminates the supervisory relationship before the relationship begins so that no prohibited relationship commences. For example, a supervisor may be transferred to another supervisory role so that they are not in the chain of command with the other person.

E. Conduct

1. District Government employees in a dating, romantic, or sexual relationship with another District Government employee, or client/customer of their agency, or grantee or contractor of their agency, shall conduct themselves in an appropriate manner while on duty and shall not engage in behavior that detracts from a professional work environment.

2. Any sexual activity at work sites or during an employee's working hours, regardless of location, is prohibited.

F. Violations

A violation of a provision of this Order regarding dating, romantic, or sexual relationships may not constitute sexual harassment as defined above, but an employee who engages in a prohibited relationship under Section IV.A. of this

Order or fails to disclose a relationship that is required to be disclosed shall be subject to appropriate personnel action, up to and including termination.

G. Legal Representation

If legal action is commenced against the District of Columbia and/or a supervisor who engaged in a dating, romantic, or sexual relationship with an employee, or a person engaged in a potentially-conflictual relationship, the existence of the sexual or romantic relationship will be a factor in the District of Columbia's decision to provide legal representation to the supervisor or the employee(s) engaged in a relationship.

V. PROCEDURES FOR STOPPING SEXUAL HARASSMENT; REPORTING AND INVESTIGATING SEXUAL HARASSMENT CLAIMS

A. Employee Obligations

1. District Government employees are bound by the principles set forth in the Code of Conduct at 6B DCMR §§ 1800.2–1800.4 and are expected to act at all times in a manner reflecting their roles as public servants. Depending on an employee's role in the District Government, the obligations regarding the prevention of sexual harassment may differ. "Employees" for the purpose of this Order include contractors engaged by the District Government performing work on behalf of the District similar to that as its employees, such as at District worksites.

2. All employees are obligated to:

a. Refrain from engaging in behavior that constitutes sexually harassing conduct;

b. Refrain from initiating or conducting a prohibited dating, romantic, or sexual relationship as described in Section IV.A. of this Order;

c. Disclose their own dating, romantic, or sexual relationships with other employees if required in Section IV.D. of this Order;

d. Affirm their agreement to comply with this Order;

e. Complete annual sexual harassment training;

f. Cooperate fully in any inquiry or investigation into an alleged violation of this Order; and

g. Refrain from any behavior that may call into question the impartial and harassment-free provision of services to constituents, agency clients or customers, contractors, or grantees.

3. Supervisors should take particular care to avoid conduct that could lead to allegations of sexual harassment, considering time, place, and situations of interactions with employees.

B. Employee Communication

1. To avail themselves of the procedures and protections of this Order, when a District Government employee finds conduct unwelcome, intimidating, or offensive, they may: (a) tell the person who is engaging in offensive or inappropriate sexual conduct to stop and that such conduct is unwelcome; or (b) ask the employee's supervisor, General Counsel, or Sexual Harassment Officer to advise the person that the conduct is offensive and unwelcome; or (c) proceed immediately to file a complaint of sexual harassment under this Order.

2. Employees and others engaged in intervention are encouraged to document all intervention efforts or requests to cease reported inappropriate sexual conduct, including conversations, texts, or email exchanges.

C. Reporting Allegations of Inappropriate Conduct of a Sexual Nature or Sexual Harassment

1. All District Government employees are encouraged to help ensure that District Government workplaces are free of sexual harassment. Employees who know of incidents of inappropriate conduct of a sexual nature, as well as behavior that may create an intimidating, hostile, or offensive work environment, or who are victims of inappropriate conduct of a sexual nature, should report the inappropriate conduct.

2. Employees may report to the Sexual Harassment Officer ("SHO") of their agency or any other agency, or the supervisor or manager of the employee engaging in inappropriate conduct, to their own supervisor, or to the agency General Counsel. Contractors, grantees, and customers of agencies may report allegations of inappropriate conduct of a sexual nature to the SHO of the relevant agency or any other agency, the relevant agency's General Counsel, the supervisor of the employee who engaged in the alleged inappropriate conduct, or their grant or contract administrator.

3. Allegations of sexual harassment against the Mayor, City Administrator, Mayor's Chief of Staff, Mayor's Senior Advisor, Director of the MOLC, any Deputy Mayor, or any official who directly reports to the Mayor, shall be referred to the Inspector General to determine if the allegation is credible, in which case it shall be referred for independent investigation. Such investigations shall be carried out by an entity outside the District Government and those reports shall be provided to MOLC (or the City Administrator if the allegation is against the Director of the MOLC) and the Inspector General.

D. Agency Responsibilities

1. Sexual Harassment Officers ("SHOs") and Investigations

a. Each Deputy Mayor's Office and each agency shall designate a primary SHO and an alternate SHO and shall update the designations, as needed, on an ongoing basis. Each agency shall provide the names of its SHOs to DCHR, and DCHR shall maintain a current District-wide list of agency SHOs. Further, pursuant to D.C. Official Code § 1-546.01(2), SHOs shall be registered with the Office of Human Rights ("OHR").

b. SHOs shall be trained and qualified to serve. To be qualified to serve as a SHO, individuals must have taken and continue to take annual training provided by DCHR and OHR. SHOs may but are not required to be an agency's Equal Employment Opportunity ("EEO") officer, or human resources manager; they must be competent in EEO laws and be designated by the agency to accept sexual harassment complaints and to review and investigate claims. SHOs need not be attorneys.

c. The primary and alternate SHOs for a smaller agency may be employees of another agency (i.e., the SHO of a larger agency may serve as the SHO for a smaller agency). An agency of any size may also obtain assistance from another agency's SHO in handling a particular investigation, including having another agency's SHO carry out an investigation, where there is a possibility of the appearance of a conflict of interest, or for administrative convenience. For the purposes of this Order, a smaller agency availing itself of this option will still be referred to as the "agency."

d. A person seeking to report a violation of this Order may file with any agency SHO, not solely the SHO at their agency or the agency at which the alleged sexual harassment occurred. Persons filing complaints, however, are not entitled to have the investigation conducted by the person of their choosing.

e. If a complaint is reported to someone other than the SHO, the person receiving the complaint must notify the agency SHO, unless giving notice would raise conflict of interest concerns, in which case the person must notify the agency General Counsel.

f. Unless the complaint is against the agency General Counsel, the SHO shall immediately notify the agency's General Counsel of the complaint, and the General Counsel shall thereafter notify the Mayor's Office of Legal Counsel ("MOLC"). The SHO may consult with the agency's General Counsel, or the General Counsel's designee, for legal guidance on conducting the investigation and shall notify the General Counsel of any issue that may require higher-level support. If the complaint is against the General Counsel, the SHO shall notify the MOLC directly.

g. SHOs should review DCHR's SHO training materials before initiating an investigation. DCHR has training materials on duties to inform the bargaining unit, the right to union representation during investigatory questioning, assessing credibility, unconscious bias, conducting interviews, gathering evidence, protecting confidentiality, preservation of evidence, when to stop an investigation and refer a matter for criminal investigation and more.

h. The primary function of a SHO is to accept complaints alleging violations of this Order and to gather, investigate and review the factual basis of the claim(s). SHOs may corroborate or refute factual allegations; SHOs may provide impressions and evidence regarding the credibility of witnesses. They weigh such evidence and may take into account their impressions of the credibility of witnesses. Ultimately, SHOs make and submit to the appropriate agency Director recommended determinations of whether the allegations are substantiated or are not substantiated. They are not to make legal conclusions about whether sexual harassment occurred.

i. Investigations of allegations of inappropriate conduct of a sexual nature shall be conducted, and the associated investigation report completed, as soon as practicable, within sixty (60) days after the filing of the report of the alleged sexual harassment, absent unusual circumstances.

j. The investigative report shall include a description of the allegations, a description of the SHO's investigation, a description of the evidence adduced by the SHO, and the SHO's recommended determination as to whether the allegations were substantiated. The SHO shall transmit the report to the Director or agency Director's designee and General Counsel of the agency where the alleged harasser is employed.

2. Interim Remedial Actions

a. Pending the completion of the SHO investigation and report, the issuance of the agency report, and the imposition of any disciplinary action, and to protect the rights of the alleged victim as well as the alleged harasser, the agency may take temporary personnel actions that do not result in any adverse employment action to either party.

b. When an agency becomes aware of an allegation of misconduct of a sexual nature, the agency shall notify the alleged harasser of the reported behavior and may demand that the alleged behavior cease immediately and not be repeated.

c. The agency shall take such other remedial steps as it deems appropriate to mitigate the possibility of the alleged harassing conduct continuing.

d. Interim remedial actions are administrative rather than disciplinary and may include, but are not limited to, transfers, reassignment of duty station, changed shifts, duties or reporting requirements, mandatory administrative leave with pay, or other appropriate measures that do not result in reduction of pay, demotion in title or responsibility, or other loss of employee benefits. In general, the agency should avoid moving the alleged victim or changing the alleged victim's shift, or taking similar action affecting the alleged victim, unless the alleged victim requests the action; if the agency takes such an action absent a request from the alleged victim, the agency should make clear to the alleged victim that the action is being taken in pursuit of an effective and prompt stop to any alleged harassment, and not in retaliation for reporting the alleged harassment.

e. Personnel authorities are encouraged to find alternative, reasonably comparable placement during the pendency of an investigation for the accuser or accused in lieu of administrative leave with pay, where possible and if consistent with any collective bargaining agreements.

3. Post-SHO Investigation Agency Actions

a. The agency Director or agency Director's designee may reject a SHO report and return it to the SHO for further investigation, information, documentation, or analysis if the agency Director or designee

considers the report to be incomplete, inadequate, or otherwise unacceptable.

b. If the report is not rejected, the agency Director, or the agency Director's designee, within fourteen (14) days of receiving the SHO's report, shall issue an agency report that accepts, modifies, or rejects the SHO's findings and substantiation recommendations, describes the rationale for any such modifications or rejections, and makes conclusions as to whether the substantiated allegations constitute a violation of this Order. The SHO report shall be included as an attachment to the agency Director or designee's report. The agency Director or designee shall consult with the agency's General Counsel during the preparation of the report regarding relevant legal standards or other legal issues.

c. If the report determines that a violation of this Order has occurred, the report shall be submitted to the agency's human resource officer for appropriate disciplinary action, up to and including termination. The agency shall require that any employee found to have violated this Order whose employment is not terminated must attend mandatory sexual harassment training within sixty (60) days after the issuance of the agency report.

d. The agency must provide the employee and the alleged harasser with a summary written notification of its findings and conclusions (final agency decision) after the sixty (60) day period and shall convey the same to MOLC within five (5) days after it is issued. The notice shall include a description of each allegation and the agency's determination as to whether the allegations were substantiated or were unsubstantiated. Such notice shall not include summaries of witness interviews, credibility determinations, or legal analysis; the notice is a simple recitation of the allegations and the determination as to whether the allegations were substantiated or were unsubstantiated.

e. Any conclusion in the SHO or Director's report that a violation of this Order occurred does not constitute a final legal conclusion that sexual harassment under the D.C. Human Rights Act or federal law occurred. Conversely, a finding that was not substantiated is not a legal conclusion that no violation of the D.C. Human Rights Act or federal law occurred.

f. Consistent with norms regarding the privacy of personnel actions, the complaining party shall not be informed of any disciplinary actions against the alleged harasser.

g. Regardless of whether a complaint has been substantiated, relevant staff, including the General Counsel, are authorized to work together to advise the Director or deciding official as to whether to recommend or implement personnel actions or management procedures to reduce the possibility of reoccurrence of any inappropriate behavior or behavior that poses risks for the District. Any meetings among the General Counsel, human resources staff, and agency management shall endeavor to preserve the confidentiality of the complaint generating the meeting or consultation to the greatest extent possible.

4. Communicating the Order: Orientation, Pledges, Training, and Notifications

a. The personnel authority shall circulate this Order to all new hires during their orientation, shall give each new hire time to read a summary of the Order during orientation, and shall obtain a signed verification that the new employee has read the summary and pledges not to engage in sexual harassment or any other conduct that violates the rules prohibiting sexually harassing behavior, certain dating, romantic, or sexual relationships, and requiring disclosure of certain relationships. Agencies with supplemental orders relating to sexual harassment shall provide those orders, too, to onboarding employees.

b. When individual contractors are working inside an agency in a manner akin to a District Government employee, the agency or the supervising contractor shall obtain signatures from individuals during onboarding orientations affirming their agreement to abide by this Order.

c. New employees shall take a course on sexual harassment as part of the on-boarding process and in no event more than fourteen (14) days after being on-boarded. Agencies shall by December 11, 2023

circulate this Order to all current employees.

d. Agencies shall follow up to provide delivery to difficult-to-reach employees, including employees on leave and work-related travel. Agencies are responsible for confirming that each employee has received this Order by email, verification through Peoplesoft, or return of a signed copy.

e. By December 11, 2023, each agency shall email the names of the agency's primary and alternate SHOs to all its employees and shall send reminders or updates of who the agency's SHOs are at least annually to agency employees.

f. Each agency shall prominently post notices in conspicuous locations accessible and used by a substantial number of agency employees, identifying the agency SHO and Alternate SHO, how to report sexual harassment, and that sexual harassment investigations are to be kept confidential to the greatest possible extent consistent with their investigation and resolution. Agencies shall post the notices no later than thirty (30) days after receipt of the template notice from the Office of Human Rights required by Section V.K. of this Order.

g. Agencies shall take a digital photograph of each posting and transmit it to the SHO program coordinator at DCHR with a description of the location at the time of each posting.

h. Individuals and entities entering into contract or grant agreements with the District Government must affirm that they will abide by the D.C. Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR § 1100 et seq.

i. District agencies drafting contracts and grants shall require such affirmations as part of the contract or grant agreement.

E. Employee Responsibility to Participate in Agency Investigations

1. District Government employees are required to cooperate fully in a SHO or independent investigation of a workplace sexual harassment complaint.

2. If an employee who alleges sexual harassment or is believed to have been the victim of sexual harassment declines to assist and/or participate in the investigation of the allegation, or requests the agency not conduct an investigation, the agency may on its own initiative investigate or refer the matter for investigation.

3. Employees who were not themselves victimized, who, after a direct request by the SHO or other investigator, decline to participate in a sexual harassment investigation, may be subject to disciplinary action.

4. Any consideration of whether to recommend disciplinary action for failure to cooperate in an investigation on the part of an alleged victim requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

F. Discipline for Making False Statements or Representations

1. Making materially false statements, and misrepresentation, falsification or concealment of material facts or records in an investigation of allegations of sexual harassment is conduct warranting disciplinary action, up to and including termination.

2. Consideration of whether to recommend disciplinary action against an employee who is also the alleged victim of sexual harassment requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

G. Discipline after a Finding of Sexual Misconduct or Harassment

The agency shall recommend appropriate disciplinary action, such as described in Section 1607.2(k) of the District Personnel Manual, 6B DCMR § 1607.2(k), up to and including termination of any employee found to have engaged

in sexual misconduct or sexual harassment as defined in Section III of this Order.

H. Rights of the Alleged Harasser

Persons accused of sexual harassment deserve the full protections afforded to them under the law in administrative matters, including, but not limited to, the right to respond to allegations of sexual harassment; to counsel and representation, including a union representative or other representative of their choosing, and including the presumption of innocence, unless and until there is a finding of harassment after an investigation by the agency or where appropriate, OHR. The right to counsel does not include the right to have counsel paid for by the government.

I. DCHR Responsibilities

1. DCHR shall quarterly reach out to all designated primary and alternate SHOs to confirm that they continue to serve in those roles. If DCHR is unable to reach a designated SHO or to confirm that the individual still serves as the agency's primary or alternate SHO, DCHR shall work with the agency to identify a new primary or alternate SHO for the agency. DCHR shall post a list of agency SHOs on its website and update it as necessary.

2. DCHR shall develop reporting forms for disclosure of dating, romantic, and sexual relationships and for applications for waivers of the prohibition on relationships in the chain of command.

3. DCHR shall work with agencies to verify that all employees have completed the annual training on sexual harassment required by Section V.A.1.e. of this Order.

4. DCHR, working with the Office of the Chief Technology Officer, shall create a means through Peoplesoft for employees to acknowledge their receipt of the Order and agreement to comply with its provisions.

5. DCHR, in consultation with OHR, shall review, update, and provide training materials for agency SHOs, including training on investigative techniques.

6. DCHR shall establish qualification standards for SHOs and verify each SHO's qualification to serve as a SHO.

7. DCHR, in consultation with OHR and the Sexual Harassment Task Force, shall create and disseminate training and collateral materials on this Order, the sexual harassment provisions of the D.C. Human Rights Act, and other sexual harassment law and policy, to all agencies under the direct authority of the Mayor and to such independent agencies as may request access to DCHR materials. The training and collateral materials should be tailored to employees in various roles, such as senior officials, managers, attorneys, human resources personnel, and new or existing employees, and should take into account that many District Government employees work primarily in the community and may not have regular access to computer-based training modules.

J. Office of Human Rights (OHR)

1. OHR shall develop training for EEO officers on the standards of the D.C. Human Rights Act, including the changes made by the Human Rights Enhancement Amendment Act of 2022.

2. OHR shall provide consultative services to DCHR and the Sexual Harassment Task Force in creating and disseminating training and collateral materials on this Order, the sexual harassment provisions of the D.C. Human Rights Act, and other sexual harassment law and policy, to all agencies.

3. OHR shall provide a template notice to agencies for agencies to post where the agencies can fill in the name of their SHO and alternate SHO and providing basic information on the prohibition against sexual harassment, how to report, and confidentiality, pursuant to Section V.E.4.d. of this Order.

VI. PROHIBITION AGAINST RETALIATION

A. Retaliation Prohibited

Retaliating against a District Government employee for reporting or filing a claim of sexual harassment, assisting another person in reporting or asserting a claim of sexual harassment, opposing sexual harassment, acting as a witness in a sexual harassment investigation, refusing to follow orders that would result in sexual harassment, intervening to protect others from sexual harassment or advances, or challenging an allegation of sexual harassment, is strictly prohibited. Employees shall not be penalized as a result of their assertion of their rights under the D.C. Human Rights Act or providing truthful information in connection with an investigation (whether on behalf of a complainant or a respondent). Retaliatory behavior may include, but is not limited to, unwarranted reprimands, unfairly downgrading personnel evaluations, transfers to less desirable positions, verbal, or physical abuse, and altered and more inconvenient work schedules. Employees found to have engaged in retaliatory behavior shall be recommended for appropriate disciplinary action, up to and including termination.

B. Process for Alleging Retaliation

Claims of retaliation are generally beyond the scope of the investigatory authority of agency SHOs because SHOs may not be trained in assessing the legality or validity of managerial decisions such as evaluations and assignments and investigations into retaliation would be difficult to conduct in the rapid timeframe set forth in this Order. Employees who believe they have been retaliated against must file a complaint with an EEO Counselor within one hundred and eighty (180) days of the alleged retaliation and subsequently file a complaint with OHR within fifteen (15) days of receipt of the Exit Letter if the employee is not satisfied with the outcome of EEO counseling.

VII. LIMITS

Lodging a complaint regarding sexual harassment does not shield an employee from all discipline or discharge. Agencies may discipline or separate a complainant if the agency is motivated by non-retaliatory and non-discriminatory reasons that would otherwise result in such discipline or separation.

VIII. CONFIDENTIALITY

A. Protecting confidentiality is critical to encouraging victims of sexual harassment to come forth and share their stories. It encourages witness cooperation and protects the reputations of those involved. For those reasons, SHO investigations should be kept confidential.

B. Confidentiality is not absolute. SHOs must disclose information to the alleged harasser for the alleged harasser to have a full and fair opportunity to respond. SHOs may have to disclose information to witnesses to gather more information from them. SHOs must keep agency General Counsels updated for reporting purposes and for investigation support purposes. SHOs also may have to disclose criminal conduct or threats to law enforcement. SHOs should not make pledges of total confidentiality.

C. Investigative reports are confidential, highly private, and deliberative and shall not be released without a court order. Neither the complainant nor the alleged harasser shall be provided with a copy of the investigative report.

D. SHOs, the agency, and MOLC shall take all reasonable steps to ensure that no information contained in the complaint file is disseminated except in furtherance of the investigation; for entry into E-risk or another risk management system; to assist in resolution of the allegations; as necessary for execution of any consequences stemming from the investigation; when lawfully released; or when required by court order.

IX. TIMELY FILING AND STATUTE OF LIMITATIONS

Complaints of sexual harassment shall be reported as promptly as possible. Agencies should investigate alleged acts of sexual harassment beyond the legal statute of limitations, or deadlines otherwise provided by regulation or collective bargaining agreement, taking into consideration the sensitive nature of the alleged offense, the pressure the complainant may have felt not to report the conduct, when the victim became aware of behavior that was not immediately apparent, or a pattern of harassing behavior that developed over time. Some remedies or sanctions may be unavailable due to delays in filing, but even delayed investigations may yield information to the agency in its ongoing efforts to prevent and remediate sexual harassment or may add to the credibility of similar, future allegations should a pattern emerge of allegations against a particular person or practice.

X. RECORDS

A. Agencies shall maintain records of complaints and investigations conducted for three (3) years from the date of the complaint.

B. For each fiscal year, each agency shall track how many complaints of sexual harassment were made by the agency's employees; were made about its agency employees by customers/clients of the agency; grantees or contractors of the agency, and how many complaints were made of sexual harassment of the agency's employees by customers/clients, grantees or contractors, or members of the public during the agency's duties.

C. In addition to the number of complaints, agencies shall track how many matters were investigated; were resolved by mediation; were substantiated; were deemed unsubstantiated; resulted in administrative or disciplinary action against one or more individuals determined to have violated this Order or sexually harassed the complainant; have resulted in legal action; have resulted in a settlement (including the amount of any financial settlement); and how many are pending. Pursuant to the Sexual Harassment Data Collection Act, annual fiscal year data required to be produced under D.C. Official Code § 1-546.02 shall be transmitted to the Office of Human Rights on or before October 15 of each year.

D. Centralized reporting, however, should be ongoing, and agencies are directed to submit such interim, monthly, or quarterly reports as may be requested by DCHR, the MOLC, OHR, or the Sexual Harassment Task Force, and to enter incidents into E-Risk as directed.

E. Any warnings to an employee(s) to halt a particular type of behavior – whether generally or as to a particular employee(s) – shall be recorded and transmitted to the agency's human resource office and to the Mayor's Office of Legal Counsel. In the context of addressing complaints of sexual harassment, any other interventions made for an employee, customer/client, grantee or contractor shall also be recorded, whether or not they arose from an informal counseling session, a complaint of sexual harassment, a complaint regarding behavior in a dating, romantic, or sexual relationship, anonymous report, or any other means.

XI. CONCURRENT REMEDIES AND JURISDICTION

A. Non-Exclusivity of Remedies

This policy is intended to supplement or be an alternative to other processes that allow persons to complain of sexual harassment. The procedures established by this Order are separate and distinct from other options persons with grievances relating to sexual harassment may have, through the Office of Human Rights, the Equal Employment Opportunity Commission, any grievance procedure available under their collective bargaining agreement, ethics complaint and investigation processes administered by the Board of Ethics and Government Accountability, or any other statutory or regulatory complaint process. Filing a complaint under this Order does not stay or delay any filing deadlines in any other forum.

B. Filing a Formal Complaint with the Office of Human Rights

In addition to pursuing action within the agency, an alleged victim of sexual harassment, or a person acting on the victim's behalf with or without the victim's consent, may report a sexual harassment claim within one year of the alleged harassment or its discovery to OHR using its Intake Questionnaire Form. EEO counseling is not required prior to the filing of a complaint with OHR.

C. Filing a Complaint with the Equal Employment Opportunity Commission

Some complaints may fall within the jurisdiction of the federal Equal Employment Opportunity Commission.

D. Relationship and Remedies under Negotiated Grievance Claims

Filing a report or complaint under this policy does not satisfy the requirements for filing a negotiated grievance and obtaining remedies under a collective bargaining agreement, nor does the complaint under this Order delay the

time limits for initiating such a procedure. To pursue a negotiated grievance claim, the employee should file a grievance in accordance with the provisions of the applicable collective bargaining agreement.

E. Criminal Remedies and Referrals

1. Where there is an allegation of criminal misconduct, including for example, sexual assault, kidnapping, stalking, or a threat to do bodily harm, the agency may, after consulting its General Counsel, place the victim and/or the alleged harasser on administrative leave with pay pending final administrative resolution of the complaint or any criminal proceeding.

2. The complainant at his or her choice may report the alleged criminal violation to a law enforcement agency, including the Metropolitan Police Department ("MPD"). Where a criminal violation occurred, the agency shall recommend discipline of the perpetrator up to, and including, termination.

3. While it is generally the alleged victim's decision to report sexual harassment offenses for possible criminal prosecution, if during an investigation the agency uncovers evidence of ongoing crimes (such as sexual extortion of beneficiaries of government services) or criminal activity collateral to or extending beyond the reported allegations of sexual harassment, such as gun-related offenses, the agency shall notify law enforcement.

F. Crime Victim Hotline

The agency shall also remind complainants of sexual assault or other possible crimes of the existence of the DC Victim Hotline. The hotline, 1-844-443-5732, is available 24/7 by telephone, text, or online chat to seamlessly connect victims of crime to free resources to help them navigate the physical, financial, legal, and emotional repercussions of crime. Through the hotline, victims may be matched with an advocate who can help them decide whether to pursue a matter through the criminal justice process.

G. Courts of Law

This Mayor's Order is directed towards preventing and remedying sexual harassment in District Government operations and it does not preclude complainants from obtaining counsel and pursuing any remedies they may have in courts of law. The options discussed in this Order do not constitute legal advice; deadlines for filing, procedures, and substantive offenses or remedies may change over time.

XII. APPLICABILITY OF PERSONNEL RULES

Any proposed personnel action instituted under this Order is subject to the regulations set forth in the District of Columbia Personnel Manual at Title 6B of the District of Columbia Municipal Regulations.

XIII. SEXUAL HARASSMENT TASK FORCE

A. There is hereby established the Sexual Harassment Task Force as an internal task force comprised of representatives of the Office of Human Rights, the Mayor's Office of General Counsel, the Department of Human Resources, the Assistant City Administrator, and the Mayor's Office of Legal Counsel, as designated by the head of each office, and such other individuals as these members may invite to serve as additional members of the task force. The task force shall meet from time to time to develop and advise on trainings, make recommendations about needed policies, review draft regulations, and otherwise take action or recommend measures to fulfill the intent of this Order: including to reduce the incidence of sexual harassment, train employees on what to do when faced with inappropriate workplace conduct, including harassment, and provide additional, effective procedures for addressing inappropriate conduct of a sexual nature. The task force may invite experts and other individuals to participate in the meetings and deliberations of the task force.

B. The Sexual Harassment Task Force shall, no later than May 1, 2024, make recommendations in the following areas and shall provide such recommendations to the appropriate agencies with authority to carry out the

recommendations or make final decisions regarding them. The recommendations need not be in the form of a report and may remain deliberative discussion items until finalized and accepted:

1. Communications to District Government employees about the District's sexual harassment policies;

2. Updates to required trainings for SHOs and agency General Counsels;

3. Recommendations for building a workplace free from sexual harassment;

4. Any recommended adjustments to prohibitions and disclosures regarding dating, romantic, and sexual relationships; and

5. The performance and progress by the agencies named in this Order in completing the responsibilities assigned to them.

XIV. SUPERSESSION

This Order supersedes Mayor's Order 2017-313 and any other provision of a previous Mayor's Order or practice pursuant to that Mayor's Order, to the extent of any inconsistency.

XV. EFFECTIVE DATE: This Order shall become effective November 10, 2023.

_____

MURIEL BOWSER

MAYOR

ATTEST: _____

KIMBERLY A. BASSETT

SECRETARY OF STATE OF THE DISTRICT OF COLUMBIA

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Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director		
2. Chris Earley, Deputy Director		
3. Julia Wiley, General Counsel	JW	3/14/25
4. Bill Winston, Associate Director of Community Services	JWLW	3/13/25
5. Ernest Merchant, Program Analyst	EM	3/13/25
6.		

SUBJECT:

Director's Comments:

Action

APPROVAL	CIRCULATE	CORRECTION	FILE	FYI	INVITATION	MEETING	SIGNATURE
☒	☐	☐	☐	☐	☐	☐	☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- University Legal Services, Inc.- NBAP FY25 Housing Services $1,047,859.90 Grant 2025-12

Originating Office

FROM:E. Merchant	TELEPHONE NUMBER:
DATE:3/13/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE: OFFICE OF THE DIRECTO MAR 17 '25 PM2:40

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

MAR 17 2025

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Ernest Merchant
Program Analyst

Date: March 13, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**University Legal Services**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$1,047,859.90**
ATTACHMENTS:	**FY25 Grant Agreement #2025-12** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

DISTRICT OF COLUMBIA.

COMMUNITY SERVICES
HOUSING COUNSELING SERVICES

GRANT AGREEMENT

BY AND BETWEEN
THE DISTRICT OF COLUMBIA
AND

UNIVERSITY LEGAL SERVICES INC.

This Grant Agreement ("Grant" or "Agreement"), is made effective as of March 14, 2025, ("Effective Date"), by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the D.C. Department of Housing and Community Development (hereinafter referred to as "Department," "DHCD" or "Grantor") and University Legals Servcies, a District of Columbia non-profit corporation Grantee [DUNS No. Unique Entity Identifier (UEI) NUHRJ8ZMKLN8] (hereinafter referred to as "Grantee") with its principal place of business at 220 I St NE Ste 130 Washington DC 20002. Grantor and Grantee shall be collectively referred to herein as the "Parties."

RECITALS

1. The Department with offices at 1909 Martin Luther King Jr Avenue SE, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975, D.C. Official Code§ 6-1001 *et seq.*, and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Department is authorized to fund community based non-profit organizations that provide housing counseling services for low- and moderate-income persons.

3. On June 7, 2024, the Department published a Notice of Funding Availability ("NOFA") in the D.C. Register, which announced the forthcoming issuance of the Fiscal Year

("FY") 2025 Request for Applications ("RFA") for the Neighborhood-Based Activities Housing Counseling Services Program ("HCSP"). The RFA was issued on June 21, 2024, that solicited applicants to provide services to District of Columbia ("District") residents as a part of the Department's HCSP. HCSP includes Public Services ("PS"), and Non-Public Services ("NPS") as defined in Section I herein. U.S. Department of Housing and Urban Development ("HUD") approved counseling agencies employing one or more certified HUD counselors are eligible to provide both PS and NPS services, while organizations which do not have HUD approval status may provide PS services only. The RFA included an opportunity for applicants to provide one or more of seventeen (17) services listed in the RFA. These services include HUD-approved counseling in keeping with 24 CFR 5.100 and related Federal regulations (in 2 CFR Part 200, and 24 CFR Part 214) as well as services related to local DC programs which are administered by the Department. The RFA and the requirements set forth therein are also incorporated by reference herein.

4. The Grantee's RFA application demonstrates that its organization possesses project management, and organizational and administrative capacity to successfully perform as a nonprofit grant subrecipient under the Department's HCSP, and accordingly DHCD has determined to award a grant to the Grantee in FY 2025 ("25" or "2025").

5. The Grantor proposes to fund HCSP grant activities in FY 2025 from its allocation of Community Development Block Grant ("CDBG") funds authorized by Title I of the U.S. Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), 24 CFR Part 570.

6. As a condition precedent to disbursement of the Grant proceeds to Grantee for the sole and exclusive purposes described in Exhibit A (which includes the "Statement of Work" and the approved "Workplan", both attached hereto and made a part hereof), the Department requires that Grantee enter into this Agreement setting forth the terms and conditions of the Grant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are hereby incorporated by reference and made a part hereof.

Section I. Definitions.

A. As used herein, the following terms shall have the meanings indicated:

a) **Fiscal Year**: All references to Fiscal Year(s) ("FY") herein refer to the District Government fiscal year which is October 1st to September 30th
b) **Neighborhood Revitalization Strategy Area** ("NRSA") refers to the HUD approved areas of Wards 7 and 8 which have been designated as strategic areas for revitalization. Services to Ward 7 and Ward 8 regardless of whether Public Service or Non-Public Service, attributed to the NRSA.
c) **Non-Public Services** refers to 24 CFR 5.100 counseling services provided to clients in connection with the purchase of a specific home. All other 24 CFR 5.100 counseling is Public Service.
d) **Public Services** refers to all other services and may include group training and/or one on one counseling.
e) **Performance Periods**: The Performance Period is defined as the start date and end date for which Grant funds are awarded to execute an approved Workplan and Statement of Work in keeping with the RFA for FY 2025. (See Section IV below.)

Section II. Exhibits.

The Exhibits listed below and the terms and conditions of the same are incorporated herein and made a part of this Agreement.

A. Services to be Provided
- Statement of Work
- Section 3 from the FY 25 RFA: Services
- Workplan as approved by the Grantor

B. Budget
- Schedules A (3-1) and A (3-2) for the First Performance Period

C. Required Reporting Forms
- Monthly Performance Report on group trainings/orientations/workshops and one on one counseling (in connection with the Statement of Work and Workplan), as well as reports on DHCD certificates issued, outreach and marketing activities, and upcoming group trainings.
- Quarterly Beneficiary Data and Demographics for each of the following (a) PS, (b) NPS, and (c) NRSA activities.
- Quarterly Language Access Report (Optional)

- Quarterly Banking Report (as applicable)
- Quarterly Procurement Report (as applicable)
- Quarterly Submission of Minutes of Board of Directors Meetings

D Method to determine Client Eligibility for Services
E Budget Modification Form
F Drug Free Workplace Certification
G Service Area Eligibility
H Insurance Requirements
I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Section III. Grant Award

A. The Department shall make a Grant of the District's CDBG Entitlement Grant Federal Award No: B-24-MC-11-0001 ("CDBG Federal Award") to Grantee in an amount not to exceed One Million Forty-Seven Thousand Eight Hundred Fifty Nine Dollars and Ninety Cents ($1,047,859.90) (the "Grant") and is allocated as follows:

Sources and Uses of Funds:

Public Service ("PS") [CDBG EN]	$ 96,459.90
Non-Public Service ("NPS") [CDBG EN]	$ 281,400.00
NRSAs Ward 7 and Ward 8 [CDBG EN]	$ 670,000.00
TOTAL CDBG [EN]	$1,047,859.90

Notwithstanding the source of funds designated above, the Grantor reserves the right to provide funding from another source(s). In all instances, applicable Federal and District laws and regulations shall apply regardless of the funding source. The Grant award shall be used to fund a range of services which HUD has defined as Housing Counseling Services: Public Services and Non-Public Services by a HUD Approved Counseling Agency ("HCA").

The specific Grant activities are described in Exhibit A (attached hereto) which includes
(a) the Statement of Work,
(b) Lines of Services - Section 3.2 of the Request for Applications (RFA), and
(c) The approved Workplan

(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

C. The Grant services will benefit low-and-moderate income persons living in the District of Columbia. In keeping with recent Presidential Executive Orders, Grantees should only use grant funds for US citizens and should maintain such documentation to prove citizenship.[45]

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as Exhibit B. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.

D. The Catalog of Federal Domestic Assistance ("CFDA") number is 14.218.

E. The Uniform Administrative Requirements for Federal Grants are applicable to this grant award and are available online at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1. Also, the Grantee must comply with the Community Development Block Grants regulations 24 CFR part 570 that govern this award and other related HUD regulations, which are incorporated herein by reference.

Section IV. Grant Term and Periods of Performance

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2025. During this term, there are two Performance Periods. The First Performance Period is the Effective Date to September 30, 2025. The Second Performance Period is October 1, 2025, to December 31, 2025.

Funding for each Performance Period is in the sole discretion of the Grantor and requires meeting all due diligence requirements prior to award.

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[45] Examples of such document may include copies of unexpired state issued Real ID identification or driver's license, unexpired US passport or US passport card, active duty Military ID, current Green Card or Naturalization documents with state issued photographic identification.

The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of Grant funds or other Grant assets.

Section V. Statement of Work/CDBG Eligible Activities/Eligible Costs/Business Operations

A. CDBG Eligible Activities

1. Grantee shall use the CDBG Grant proceeds solely to fund Grantor-approved service activities that are intended to provide services and empower low- and moderate- income persons in the District of Columbia to make informed housing choices and achieve their housing goals, whether it's finding affordable rental housing, purchasing a home or obtaining financial assistance for critical home repairs.

The best way to provide this critical information to a client in order to assist them in their decision-making process is to adhere to 24 CFR 5.100[46] [in which a HUD certified counselor conducts (1) intake (2) financial and housing affordability analysis with affordability calculation (3) an action plan and (4) follow-up counseling to implement the action plan and achieve its stated goals].

The Grant services to be provided are described in Exhibit A. This description includes the major tasks, activities and project deliverables to be provided under this Grant. The Grantor reserves the right to alter or change the District of Columbia program requirements including eligibility, services provided, service methodology, service delivery and program goals during the performance period.

The proposed Grant activities are CDBG eligible activities pursuant to 24 CFR 570.201(e).

2. Grantee shall sponsor outreach events that inform the community about the Grant activities and participate in other community events as requested by Grantor.

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[46] 24 CRF 5.100: "Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling."

3. The Grantee must retain records which demonstrate that each activity funded under this Grant is CDBG eligible and document the amount of CDBG funds expended for each activity. This includes the activity itself, the outcomes, and the records concerning beneficiaries in keeping with subsection (B)(2) below receiving services. Any authorizations needed together with beneficiary statistical information should be obtained by the Grantee during intake or registration. HUD does not grant exceptions or authorize the District to make exceptions to this requirement.

B. CDBG National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention of slums or blight; 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. The Grantee certifies that the CDBG-assisted activities to be carried out under this Agreement will meet the National Objective of primarily benefiting low- and moderate-income persons (limited clientele activities) in accordance with Federal and District Requirements. The minimum threshold requires that at least 51% of the households served with CDBG funding must be low- and moderate-income households; provided however, that a Grantee whose application claimed additional scoring points for agreeing to provide Grant services to more than 51% low- and moderate-income beneficiaries, must adhere to the percentage they elected in their application.[47]

In accordance with the Grantee's election in their Application for a grant award and for receiving additional points in scoring, the Grantee has agreed to exceed the minimum requirement and to serve at least 90% low- and moderate-income beneficiaries.

Note: This percentage cannot be decreased as it was used for scoring in a competitive round of funding.

4. The Grantee shall disclose to any client that services are provided free of charge by a Grant funded by DHCD using Federal funds and therefore the Grantee has certain reporting

[47] In responding to the RFA published June 21, 2024, applicants were given the opportunity to receive additional points in scoring for committing to exceed the CDBG minimum threshold to either a 75% minimum or a 90% minimum.

requirements in order to provide the Grant services free of charge. The Grantee shall use appropriate forms to obtain a client authorization, as required, to comply with the terms of this Agreement and to meet HUD reporting requirements,

C. Staffing

Where HUD requires services are to be provided by a Certified HUD Housing Counselor, the Grantee shall comply with that requirement and not permit services reserved to HUD certified counselors to be provided by others.

To the extent applicable, Grantee agrees to secure the services of qualified personnel that are licensed and bonded in the District of Columbia to perform the CDBG Federal Award activities and services listed in Exhibit A.

Any changes in personnel or their general Grant responsibilities as set forth in Exhibit A are subject to the prior written approval of DHCD. In this regard, it is essential that the Grantee immediately report terminations and proposed new hires to the Grantor.

D. Business Operations

1. Grantee shall observe business hours of operation onsite in their service location(s) that align with District Government hours of operation specifically Monday through Friday 9:00 am to 4:30 pm (DC holidays excepted)[48] and shall ensure that sufficient staff are on site at Grantee's place of business to carry out Grant services.

2. During the hours of operations, Grantee shall have live answered telephones for incoming calls. If the Grantee's phone system utilizes an auto-attendant function or voicemail, announced option to the caller must include an option to press a certain key (such as "0" for an Operator) to be connected to a staff person in real time who can answer and field questions, redirect a caller to a staff person who can address a caller's inquiries, or provide registration information. DHCD and other DC agencies such as the Office of the Attorney General may check Grantee's compliance with this requirement from time-to-time.

[48] DC Holidays include New Year's Day, Dr. Martin Luther King, Jr. Holiday, Washington's Birthday, DC Emancipation Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Day.

E. Grantee may offer clients virtual appointments as well as virtual group informational or educational activities, but Grantee shall also provide clients an option for in-person services (including both in-person one on one appointments as well as some in-person group informational or educational activities.) The Grantee shall not refuse in-person services to DC residents.

F. Housing Resource Center (HRC) and Late Night Hours: As required by the RFA, "Applicants selected for the award shall participate (in a regular rotation) in staffing onsite at the Department's Housing Resource Center (HRC). The HRC provides services to DC residents by appointment and walk-ins." The HRC is located in the Grantor's offices at 1909 Martin Luther King Jr Av SE. The HRC coordinator, in conjunction with the Associate Director for Community Services, will develop a schedule in consultation with Grant subrecipients for staffing the HRC on a rotating basis on weekdays.

RFA applicants were awarded additional points in their score by committing to "Extended Office Hours." The options included providing office hours until 7:00 pm at least one (1) day a week in their office location and/or until 7:00 pm at least two (2) days a month in the HRC.

In accordance with the Grantee's selection in their Application for grant award and funding, the Grantee has committed to serve Extended Office Hours Extended Office Hours until 7:00 pm one (1) day a week in their office and one (1) day in the HRC.

Section VI. Disbursement/Required Support Documentation

A. Reasonable, Allowable, Necessary, Allocable

1. Grantee may request reimbursement for actual expenses incurred to provide services and as described in the Grant Budget (A 3-1 and A 3-2). Requests must meet all four criteria: reasonable, necessary, allowable, and allocable. (2 CFR 200.305)
   a. ***Allowable costs.*** Reimbursements are limited to the expenses directly related to activities supported by the grant activities and are subject to the regulations of the Federal and District Governments. Expenses related to activities should be necessary, reasonable, allowable and allocable.
   b. ***Limitations on allowable costs.*** A grantee may not use an indirect cost rate to determine allowable costs under its grant.
   c. **Some *Unallowable costs.*** Expenses that are not allowable include (but are not limited to) sales tax, late fees, debts, tips & gratuities, food, alcohol, controlled substances, cash reserves or investments, money given to individuals (including

donations, grants or loans), contributions to organizations, costs of fundraising, fund development, grant writing, advocacy, lobbying, and purchase of goods or services for personal use or benefit.

2. In addition, Grantee must demonstrate to the reasonable satisfaction of the Grantor that Grant performance milestones have been achieved. All requests for payment of eligible expenses shall be associated with the budget line items specified in Exhibit B (Budget Schedule A (3-1), estimated cost invoices and satisfactory Grant performance.

3. Grantees may not be reimbursed for expenses paid through Cash app or other similar peer-to-peer payment platforms, since such platforms create issues for recordkeeping, auditability, and compliance with grant regulations.

4. The Grantee shall not supplant funds or seek reimbursement for expenses that may be reimbursed by another grant (Federal, District, or private) either prior to or subsequent to reimbursement by the Grantor.

5. The Grantee must have the capacity for bookkeeping and accounting services required to track Grant expenses and create payment requests in keeping with Federal and District requirements, either on staff or by a third-party contractor.

6. The Grantee shall create and submit payment requests in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the Grantee to create and submit invoices by selecting the applicable purchase order number which is listed on the Grantee's profile.

7. All Grantees must be registered in the portal prior to invoice submission. The vendor portal website is **https://cfo.dc.gov./supplier_portal**. Please log onto the portal for further details and instructions. Questions can be submitted to **suppliers@dc.gov**.

B. Form of Submission of Payment Requests

1. The cover sheet to the reimbursement package must be the 30A Form of the Department [RCSD DHCD 306A Revised October 2024]. No other cover sheet is needed. This form should contain the Purchase Order Number, the IDIS Number, and the Partial Payment Number in accordance with Department's guidelines.

Payments requests are contingent upon certification by the Grantee in the following form as contained on the 306A (RCSD DHCD 306A Revised October 2024). The Certification is to be made by the chief executive officer, or the chief financial officer or the chief operations officer if the Governing Board has authorized this officer to act on behalf of the board to sign.

"I certify that all items, quantities and prices of work and material shown in the requisition are correct to the best of my knowledge and belief. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information , or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812." (2 CFR 200.415)

2. Page 2 and Page 3 shall be the Reimbursement Request A 3-1 and A 3-2.

3. Page 4 shall be the Invoice Cover Sheet with:
   a. A unique identifier (e.g. a row number or brief alphanumeric code) shall be assigned by the Grantee to non-personnel invoices and with the same unique identifier marked on each and every supporting document (e.g. receipt, proof of payment, cancelled checks, contracts, scopes of works, services rendered, vendor statement or document, Grantee's notes) submitted. The unique identifier shall be listed on the invoice cover sheet.
   b. Vendor's name
   c. Remittance address
   d. Invoice number
   e. Invoice date
   f. Contract number (also known as Grant Number)
   g. Purchase order number (if any)
   h. Invoice Amount
   i. The Amount which the Grantee is requesting reimbursement
   j. Quantity of goods/services delivered. Deliverables. Shipping and payment terms
   k. Other substantiating documentation that justifies and supports the payment request.

4. Page 4 and subsequent pages as needed shall include the supporting documents for the reimbursement request including signed timesheets, payroll reports, invoices from vendors marked as described above. (See Section E below.)

C. HUD Related Requirements

1. Federal regulations require that reimbursement under the Grant is tied to (a) beneficiary data reporting and (b) program performance. Failure to meet reporting deadlines for performance and/or beneficiary service data will suspend temporarily the processing of Grantee payment requests. Staff unavailability does not waive the requirement to meet reporting deadlines, and Grantee shall ensure that adequate staff are trained or cross-trained to prepare and submit reports timely.

2. The Grantee should be aware that HUD maintains an *Integrated Disbursement and Information System* ("IDIS"), a database in which the Grantor must make reports during the performance period on each Grantee's account. HUD flags subrecipient accounts when reporting is not provided by a deadline. Such a flag shall constitute a default. Multiple flags or failure to meet the conditions for HUD to remove a flag may result in suspension or termination in keeping with Section XII (C) of this Agreement.

D. Schedule for Submission of Reimbursement Requests

1. Requests for reimbursement shall be submitted in a timely manner by the date due. Failure to meet a deadline shall constitute a default.

2. On the 10th day of each month, the Reimbursement Request shall be for the prior month; provided however, the September reimbursement request must be submitted earlier in October on the date specified by the Office of the Chief Financial Officer of the District of Columbia, which is usually between the 5th and 7th day of October. *(Grantee may wish to use other funding sources for the late September payroll to facilitate meeting the deadlines.)*

3. In order to close-out the grant by September 30th, the October request should be the only request submitted in September.

4. The monthly schedule for submission is as follows:

Month	Due Date
March	April 10th
April	May 10th
May	June 10th
June	July 10th
July	August 10th
August	September 10th
September	October 5th or 7th as specified by the DC CFO
October	November 10th
November	December 10th
December	January 10th
January	February10th
February	March 10th

5. As applicable, expenses incurred pursuant to a project commitment in IDIS that has been approved by the Grantor and are otherwise eligible for reimbursement at the Grantor's sole discretion, may be reimbursed, regardless of when those expenses were incurred.

E. Source Documentation

1. All costs and obligations incurred under this Grant Agreement must be supported by source documentation (e.g. invoices, receipts, contracts, canceled checks, etc.). Documentation may also include approved time distribution sheets and certified payroll reports for employees and contracts.

2. The Grantee must satisfy all documentary requirements to the reasonable satisfaction of the Grantor prior to the disbursement of Grant funds.

F. Requirements Applicable to Disbursed Funds/No Escrow

1. Grantee shall not escrow Grant funds. However, nothing shall prohibit the Grantee from supplementing funding for these activities from other sources including other grants, funders or donors.

2. Any cash advances disbursed pursuant to this Agreement must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate

cash requirements of the Grantee in carrying out the purpose of the Grant. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct Grant program or project costs and the proportionate share of any allowable indirect costs.

3. If at any time it is determined that more Grant funds are disbursed to Grantee than what was required by the Grantee's immediate disbursement needs, Grantee shall immediately return to Grantor the excess funds.

4. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations or fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee.

G. The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect cost rate, as further described in Section (C)(4) and Section (C)(5) (Reporting Requirements) below.

H. In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant proceeds within three (3) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant proceeds, unless another date shall be agreed to be the parties in writing. The Grantor reserves the right to recover such losses by any legal remedy available.

Section VII. Budget Modifications

A. Any amendments to the budget (change in the amounts specified in the individual cost categories set forth in Exhibit B). may be approved by the Grant Administrator, so long as the total amount of the budget is not exceeded.

B. Any increase in the total Grant amount must be approved by the Director of the Department. If the change is made at the request of the Grantee, the request shall be in writing dated and shall be submitted on a Budget Modification Form, attached hereto as Exhibit E.

1. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and dated using the appropriate excel format or the appropriate online portal if available.

2. The Grantee shall make modification requests by June 1st, to allow sufficient time for processing prior to the start of the fourth quarter of the fiscal year. No more than two modifications may be required in the performance period. Requests for modification to the budget shall not be approved after June 1, 2025, except for extenuating circumstances specified in writing, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion.

3. The Department will not approve reprogramming of personnel funds for positions not filled in compliance with this Agreement and Grantee's personnel policies submitted to Grantor. If at any time DHCD requires a more detailed budget breakdown than the one contained herein, the Grantee shall provide such supplemental budget information in a timely fashion and in the form and content prescribed by DHCD.

Section VIII. Conditions Precedent to Grant Closing and Grant Disbursement

Grant closing shall mean the date on which Grantee has satisfied all conditions precedent to execution to the satisfaction of the Grantor, at which time both parties have executed and delivered the Grant Agreement. No Grant proceeds shall be disbursed prior to Grant closing.

The following conditions must be met prior to Grant closing:

A. Eligibility Determination. Determination by the Grantor that Grantee's proposed Grant activities meet eligibility and national objective requirements specified by the CDBG Program regulations at 24 CFR §§ 570.200 through 570.209. Grantor has determined that the proposed Grant activities are eligible for CDBG Program funding pursuant to 24 CFR 570.201(e) (provide housing counseling services to low- to moderate-income households).

B. Environmental Clearance. Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historic preservation reviews, and HUD has issued an approval of the release of funds.

C. Due Diligence Submissions. The following items must be delivered to DHCD for approval prior to Grant execution and Grant closing:

1. Articles of Incorporation, organizational by-laws and certification of nonprofit status.
2. Board/Corporate Resolution, memorializing
   a. the Grantee's intent to enter into this Agreement
   b. identifying the total Grant amount of the award
   c. identifying the Grant Number
   d. identifying the funding source(s) of the award, and
   e. identifying the authorized person by name and title who is authorized to sign on behalf of the corporation to enter into this Agreement.
3. Certificate of Good Standing
   a. issued by the DC Department of Licensing and Consumer Protection (DLCP)
   b. certified within 6 months of the Effective Date of this Agreement.
4. Certificate of Clean Hands
   a. issued by the DC Office of Tax and Revenue (OTR)
   b. certified within 90 days of this Agreement.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia to carry out the Grant activities.
6. Evidence that Grantee has obtained insurance, as provided in Exhibit H. If the renewal period for any insurance requirement occurs during the Grant performance period, the Grantee is required to submit to the Grantor evidence (Certificate Of Insurance) of insurance renewal to cover the remaining Grant performance period.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Effective Date.
8. An Affirmative Action Plan ("AAP") must be submitted by the Grantee for review and approval by the District prior to Grant execution and the disbursement of any Grant proceeds. The AAP shall be in a form to be determined by the District and must detail the Grantee's efforts to comply with the District's goals for achieving equal employment in District government contracts and set forth specific standards for the utilization of minorities in all job categories, as required by Mayor's Order 85-85 and District law.
9. Drug-free Workplace Certification (Exhibit F).
10. Debarment affidavit and verification confirming that Grantee is not debarred or suspended or otherwise excluded from or ineligible for participation in federal or District assistance programs under Executive Order 12549 or District law.

D. Opinion of Counsel. Grantee shall submit a written opinion of the Grantee's attorney, which states that the attorney has read the Grant documents and that the Grantee:

- Is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary.
- Has the full authority and legal right to carry out the terms of this Grant Agreement and all documentation required hereunder to be executed by Grantee; and
- Has taken all actions to authorize the execution, delivery and performance of this Grant Agreement and any documents required to be executed in connection with the Grant according to their respective terms

The Opinion shall further state that none of the aforesaid actions, undertakings or agreements violate any restriction, term, condition or provision of the Grantee's organizational documents or any contract or agreement to which Grantee is a party or by which it is bound. The Opinion must identify the Grant Agreement by name and Grant number, and the counsel must specifically identify the documents upon which the Opinion is based.

E. Current on District Obligations. Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant, including all local taxes and charges affecting Grantee's business.

F. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Proceeds, including, but not limited to the Council of the District of Columbia and the Chief Financial Officer of the District of Columbia.

G. Clearance Approval issued by the DHCD Office of Program Monitoring.

Section IX. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. The Grantee shall cure all report deficiencies identified by the Department and resubmit for approval by the Grantor within 14 calendar days of the notification. The requirements of monthly and quarterly reports [VII.(A) and (B) are in Exhibit C.]

A. Monthly Reporting

Monthly Performance Reporting. The Grantee shall use the online reporting portal provided by the Grantor and shall provide a complete performance report by the 10th day of each month reporting on Grant activities, accomplishments and performance of the prior month. Failure to submit the report by the tenth day of the month following the end of each

month shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

B. Quarterly Reporting

On the 10th day of January, April, July, and October, the following quarterly reports for the previous three months shall be due and provided by the Grantee in the form and method required by Grantor:

1. Quarterly Report on **Beneficiary Data and Demographics** (separate reports for PS, NPS and NRSA).

2. **Banking Report** (as applicable)

3. **Non-expendable Equipment Inventory Report** (as applicable) (the purchase or lease of non-expandable equipment). The purchase of all computer equipment must have prior approval from the Department.

4. **Procurement Report** (as applicable).

5. Copies of the **Minutes of the Board of Directors** meetings, which took place during the previous quarter; and

6. **Language Access Report** (optional) – If services are provided in languages other than English, we encourage a language access report to be made.

Failure to submit any or all Quarterly Reports by the tenth day of the month following the end of a quarter shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

C. Additional Report Requirements

The following reports are due to the Department within the timeframes indicated below. If these documents were previously submitted, they must be updated and resubmitted.

1. Fringe Benefits Report

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects funded from the proceeds of this Grant shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefits rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the change. The report shall be submitted to DHCD within fifteen (15) days of Grant execution.

The fringe benefits rate for any personnel costs funded by this Grant shall not exceed 20% of the base salary rate indicated in Schedule A Form A (3-2) of the budget (Exhibit B).

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to the date of the Offer Letter.

All personnel costs approved under this Grant Agreement must be filled within ninety (90) days of Grant execution or within ninety (90) days of the vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than ninety (90) days, whether intermittent or consecutive, at any time during the Grant period may result in the loss of funds for the position.

Grantee must submit transcripts of training or continuing education for individual staff and counselors to the Grantor.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with CDBG funds, in accordance with the requirements specified in 2 CFR Part 200 (Exhibit D). The property inventory list must include, at a minimum, a short

description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

a. The Grantee shall submit a budget and Cost Allocation Plan showing its direct and indirect costs and the allocation of such costs to the Grantee's activities, including the administration of the activities and services provided under this Agreement. The plan must show all allowable and unallowable costs and how such costs are included in the direct and indirect costs in accordance with 2 CFR Part 200.

b. A current Cost Allocation Plan must be submitted no later than thirty (30) days following Grant execution.

c. The Cost Allocation Plan must include all sources of funding for the Grantee, including this, Grant and to which program/cost centers each source has been applied using the Grantee's chart of accounts (referencing individual budgetary line items).

The Grantee must provide:

i. the total amount of funding from each funding source,
ii. the total staff employed by the Grantee, regardless of funding source, staff allocation per grant/program and the estimated percentage of time spent per grant program.

d. As required by HUD, the Cost Allocation Plan is subject to approval by the Grantor. The Grantee shall cure any defects or omissions in the Cost Allocation Plan within 60 calendar days of the notice to cure.

e. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. The waiver request must detail the reasons for the waiver request and include a copy of the relevant audited financial statements.

f. Claims for reimbursement of documented Grant expenses shall comply with 2 CFR Part 200 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.

5. Indirect Cost Rates

a. Grantees may request reimbursement for indirect costs based on their Cost Allocation Plan. The Cost of Allocation Plan must be reviewed and approved by the Grantor. The Grantee is required to keep records of the expenses charged to the Indirect Cost Rate for monitoring and close-out.

Grantees with Indirect Cost Rates are required to use their indirect cost rate. Grantees with provisional rates must demonstrate the rate is not expired or that it is currently used by a Federal Agency in awarding Federal funds to the Grantee during the current Fiscal Year. Other Grantees may use the Federal *de minimis rate* of 15%. In either case (*De Minimis rate* or Federally Approved rate), Grantee shall maintain records (available during monitoring, or close-out or upon request) indicating which costs in the cost allocation plan and the dollar amount have been attributed to the Indirect Cost.)

Indirect cost rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with supporting documentation. DHCD will not make adjustments to indirect cost rates after June 1st.

The Grantor does not issue or award Indirect Cost Rates.

Grantees who wish to obtain a Federally authorized Indirect Cost Rate are encouraged to contact the "Cognizant Agency" which is the US Department of Health and Human Services.

b. For all personnel costs funded under this Agreement, Grantee must maintain documentation for use of indirect cost funding and provide the same when requested for verification of expenditures in keeping with the approved cost allocation plan, including, but not limited to cancelled checks, employee signed and supervisory approved employee time sheets, invoices and bank records.

c. Expenses charged to an indirect cost rate must be accompanied by and cross-referenced to and reconciled with an independent audited financial statement, which accounts for all (grant funded and non-grant funded) activities by the Grantee during the fiscal year in which the indirect cost rate is based.

6. Organizational Audit

Grantee must submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year.

Note to All Grantees: All Grantees must ensure their financial records are available for review or audit by appropriate officials of the Federal Government and the District Government.

7. Auditor's Management Letter.

Grantee shall submit an auditor's Management Letter to the Grantor at the time it submits the annual audit.

8. Procurement Policy. Accounting Policies and Procedures. and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution, the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of the Grant. These policies and procedures shall be in accordance with the requirements of 2 CFR Part 200. The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

If the Grantee has previously submitted these documents, and the documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a certified statement (the "Re-certification Letter") to the Grant Administrator indicating when the most current document was submitted to the District and certifying that no changes to these policies and procedures have since been made.

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D. Summary of Report Deliverables and Receipt Due Dates:

	Report	Receipt Due Date
1	Monthly Performance Report	No later than the 10th day of each month
2	Quarterly Beneficiary Data	No later than January 10th, April 10th, July 10th and October 10th – a separate report for each use: PS-NPS-NRSA
3	Language Access Report (Optional)	No later than January 10th, April 10th, July 10th and October 10th
4	Fringe Benefits Report	Within 15 days of Grant execution
5	New Hires/New Employees Information (Job Description & Resume) HUD certificate if certified counselor	10 Days prior to the Offer Letter of Employment being sent to the candidate
6	Notice of Vacant Position	Within 10 days following the vacancy
7	Non-expendable Equipment Report	Within 15 days of Grant execution and quarterly thereafter
8	Procurement Policies and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
9	Accounting Manual and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
10	Cost Allocation Plan (based on and tied to the most recent audit)	Within 30 days of Grant execution
12	Independent Financial Audit	Within 90 Days of the Close of the Grantee's Fiscal Year

	Report	Receipt Due Date
13	Single Audit Report (if applicable)	Within 30 Days of submission to the Federal Audit Clearinghouse
14	Auditor's Management Letter	Submitted with the submission of the Audit
15	Requests to revise Budgets and/or Workplans	Prior to the 1st day of June
16	Grantee's Close-Out Report (Section XV.) Inventory Report & Annual Report	Within 90 Days of the end of the Term of the Grant.
17	HUD 9902	Within 30 Days of Submission to HUD
18	HUD Monitoring Report	Within 30 Days of Receipt from HUD monitor or the HUD intermediary monitor.

Section X. Accounting/Audit Requirements

A. Accounting System

1. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in Exhibit B.

2. Accounting records should be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.

3. Any funds provided to the Grantee or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest-bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

Grantee shall submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year, contingent on the following:

1. Grantees receiving an aggregate of $1,000,000 or more from all funders in Federal funds must in accordance with Federal regulations obtain an independent audit (Single Audit Act of 1984 , Single Audit Amendments Act of 1996, and 2 CFR Part 200). A standard audit may be supplied pending the completion and submission of the Single Audit.

2. Grantees:
   (a) Required to be audited by any State or political subdivision(s) thereof (whether by statute or regulation) or
   (b) Who conduct an audit to submit to any government or private funder, or foundation or corporate funder or
   (c) Whose governing body or senior management obtains an audit,

   shall be required to submit that audit to the Grantor upon receipt of the same.

If the Grantee is not audited in accordance with (1) and (2) above, the following shall apply:

3. A Grantee whose corporate entity receives or expends less than $999,999 as reported to the Internal Revenue Service in the 990 Tax Return without amendments, deletions or summarized details must file with the Grantor a financial report prepared by an independent Certified Public Accountant and certified by the same that contains:
   - income statement or Statement of Activities,
   - balance sheet or Statement of Financial Position,
   - statement of Functional Expenses by program or cost centers such statement to break out separately the Grantor's funding by Grantor's program(s) separately from all programs or cost centers used.
   - statement of cash flows, and
   - independent review and certification of the financial statements including a review of the management's financial internal controls.

   In addition, the nonprofit organization must file a biennial audit that covers both years within a biennial period. See 2 CFR Part 200, Subpart F.

4. The Grantee shall fully clear any deficiencies noted in the audit reports within sixty (60) days after receipt by the Grantee.

5. . Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default of this Grant and may result in the withholding of future payments and/or debarment from participation in future Grants.

Section XI. Grant Administration

The Grant Administrator is:

William Winston
Associate Director for Community Services
DC Department of Housing and Community Development
1909 Martin Luther King Avenue SE, Room 304
Washington, D.C. 20020.

The telephone number is (771) 208-9628. All concerns regarding the technical implementation and interpretation of this Grant are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line-item changes and terms) where there is no dollar increase.

Section XII. Repayment of Grant Funds/Grant Performance Monitoring Default and Remedies

A. HUD Monitoring

The Grantee is subject to monitoring by HUD and agrees to provide all required information, data, records, files including client files, case notes, correspondence and emails, reports, beneficiary data, performance data, financial records, supporting documentation, to satisfy HUD monitoring. Notwithstanding the date of a finding by HUD, should HUD make a finding, the Grantee shall be responsible to cure the defect, and should HUD require repayment of Grant funds for any reason to the Federal Government, the Grantee shall be responsible for repayment in the amount specified by HUD. Repayment shall be made to the District of Columbia and by the District to the Federal authority in satisfaction of the HUD requirement. HUD monitoring is not confined to the performance period but extends through the record retention period provided in Section XV.

B. Grant Performance Evaluation

1. DHCD will monitor the performance of the Grantee to ensure that the goals and performance standards stated in the Statement of Work and Work Plan and RFA are being achieved according to schedule and within budget.

2. All records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. Grantee shall make timely submission of all information and/or records requested by DHCD or HUD to assess performance under the Agreement.

C. Suspension or Termination of Grant Assistance

1. In accordance 2 CFR 200.340 and 200.341 and 200.343, suspension or termination of CDBG Grant assistance may occur according to the Default provision in subsection D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner.

2. If Grantee fails to correct the substandard performance within thirty (30) days after receiving written notice from DHCD, suspension or termination of this Agreement will be initiated.

3. In accordance with 2 CFR 200.340(a), suspension or termination of Grant assistance may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

Subject to any applicable notice requirement and right to cure, the occurrence of any of the following shall constitute an event of default:

1. Failure to comply with any of the CDBG Program rules, regulations or provisions referred to in this Agreement, or such other Federal or District statutes, regulations, executive orders, District of Columbia mayoral orders, HUD rulings, policies or directives applicable to this Grant:

2. Failure to comply with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement.
3. Substandard performance by the Grantee or any of its agents under this Agreement, as determined in the sole and reasonable discretion of DHCD; or
4. Improper use of funds provided under this Agreement.

A determination of default shall be made in the sole and reasonable discretion of DHCD.

E. Remedies for Default

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of a written notice to the Grantee, Grantor may take one or more of the following actions, as determined in its sole discretion:

1. Terminate and suspend further disbursement of any remaining Grant assistance.
2. Disallow all or part of the cost of the activity or action that is not in compliance with this Agreement.
3. Wholly or partially suspend or terminate the current Grant award; or
4. Take other legal remedies that may be available.

F. Termination for Convenience

The Grant may be suspended or terminated on the basis of convenience as provided in 2 CFR 200.340(a).

G. Reversion to DHCD of Grant Assistance

1. Upon default by the Grantee under the terms of subsection D above, which has not been cured, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request the following:

i. Any Grant funds in its possession (whether or not committed),
ii. Any accounts receivable attributable to the use of Grant funds; and
iii. The portion of any income directly generated by (or the prorated proportion of) Grant funds for the activities described in this Agreement.

2. Upon final completion of the projects and activities for which CDBG funds have been provided by DHCD, expiration of the term of this Agreement, cancellation, or determination of this Agreement, the Grantee shall transfer any unspent, excess or surplus CDBG Grant funds, to include accounts receivable attributable to the use of the CDBG funds.

H. Grantor Non-Waiver

DHCD's delay or failure to act with respect to a breach by the Grantee does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section XIII. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, and 2 CFR Part 200, as deemed applicable by the Grantor. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Fund Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Organizational Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter arising from this Grant Agreement.

D. Cancellation Ceiling

In the event of cancellation of the Grant because of non-appropriation of funds for a specific fiscal year, there shall be a cancellation ceiling of zero dollars.

E. Anti-Deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, Grantor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code§ 47.105. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-Deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section XI. of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements.
2. Performing technical evaluations as required.
3. Interpreting the Statement of Work and other language in the Grant.
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with the District and other laws and regulations applicable to the Grant.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

Jane Brown
Executive Director
University Legal Services, Inc.
220 I Street, NE
Washington DC 20002
(202) 547-4747
jbrown@uls.org www.uls-dc.org

H. Misuse of Grant Funds

Any alleged fraud, waste, abuse or mismanagement of Grant funds shall be immediately reported to the Grantor and the District of Columbia Office of the Inspector General ("OIG"). The OIG may be reached at (202) 724-TIPS (8477) and (800) 521-1639 or at oig.dc.gov

I. Nonassignability

Grantee will not sell, assign, pledge or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

Section XIV. Insurance

A. The Grantee shall obtain at least the minimum insurance coverage set forth in this Section XIV. and Exhibit H prior to the Effective Date and keep such insurance in force, as may be applicable, throughout the Grant period of performance.

B. Fidelity Bond: The Grantee must procure Fidelity Bond coverage in an amount equivalent to the total Grant budget. Pursuant to 2 CFR Part 200, Fidelity Bond coverage is required to protect the District's interest in the dollar amount of the Grant. Should Grantee be unable to procure a Fidelity Bond, Grantee shall submit proof that it has obtained general liability insurance that covers internal employee criminal activity or directors' and officers' liability insurance.

Section XV. Records Retention/Access

A. Records Retention

The Grantee shall retain all records demonstrating compliance with CDBG requirements and that are pertinent to this Grant for no less than five (5) years from Close-out of this Grant Agreement, including any extension thereof made in accordance with Section XVI. [Option to Extend] and including but not limited to Close-Out in IDIS of any HUD requirements. See Exhibit 5.1 in this link: https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-5.pdf

B. Extension of Retention Period

Notwithstanding the foregoing retention requirement in paragraph A above, if any litigation, claim, HUD monitoring or audit is initiated before the expiration of the retention period, records shall be retained for a period of not less than four (4) additional years following completion of the actions and resolution of all proceedings (e.g. litigation, claim, HUD monitoring or audit) involving the records.

C. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility, progress and achievement toward program goals and secure such records in a manner subject to applicable privacy laws. Such data may include, but is not limited to, client name, address, income level, case notes, correspondence and a description of service(s) provided. The Grantee shall use software which is HUD compliant to maintain client records. The Grantee shall transmit client records and files in a manner that is compliant with HUD's Personally Identifiable Information (PII) requirements.

D. Access to Records

All Grantee books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Grant funds shall be made available to the Department, HUD, its designee, representatives of the Inspector General of the District of Columbia or the Office of the DC Auditor at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.

E. National Objectives

The Grantee agrees to maintain documentation that demonstrates that the activities carried out with CDBG funds provided under this Grant meet the CDBG national objective of benefiting low- and moderate-income persons, as defined in 24 CFR part 570.208.

F. Copyright

If this Agreement results in any copyrightable material or inventions, DHCD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Section XVI. Federal and District Public Policy Requirements

Grantee shall fully comply with the following Federal and District policy requirements, as deemed applicable by Grantor:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federal-assisted and federal conducted programs and activities .

C. The requirements of Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

D. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.-) and implementing regulations at 24 CFR I part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

E. The requirements of Executive Order 11246, as amended by Executive Orders 11375. 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

F. The Conflict of Interest provisions of Federal and District laws strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of Federal funds to comply with 2 CFR 200.317 to 200.327 and

any sections of Title of 24 the Code of Federal Regulations concerning CDBG funding which are more restrictive than the Uniform Guidance Code for use of CDBG funds. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within (fifteen) 15 business days of execution of the Grant Agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict-of-Interest declarations to be executed by each employee and board member.

G. The Hatch Act. Chapter 15 of Title V. United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

H. The National Environmental Policy Act or other legislation implemented by 24 CFR part 58.

I. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement as Exhibit F.

J. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991H FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.

2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any grant,

or the entering into any extension. continuation. renewal, amendment of modification of any grant.

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and

c. He or she will include the language of the certification in all sub- grant awards at any tier and require that all recipients of sub-grant awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this Grant imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure, as the applicable grant shall so provide.

K. The Americans with Disabilities Act of 1990 (ADA) - Notwithstanding anything contained herein to the contrary, during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

L. The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are applicable pertaining to economic opportunities for low and very low-income persons. 24 CFR part 135.

M. First Source Program - Contractors and subcontractors of a government-assisted Project totaling $300,000 or more must comply with the District's goals for the recruitment, referral and placement of District residents. See D.C. Law 5-93, as amended, D.C. Official Code§ 2-219.01 et seq.

Section XVII. Close-Out Provisions

Activities and tasks during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor, and determining the custodianship of records (which shall remain the responsibility of the Grantee unless a determination is made otherwise). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over District appropriated funds and the record retention period, whichever is longest. Grantee shall submit the following items within the time frames indicated in this Section after completion of Grant activities or expiration or termination of this Agreement.

1. All activities are eligible, were completed and met a national objective.
2. All grant funds were expended in full, or all remaining funds are to be returned to Grantor.
3. All reporting requirements were completed and submitted (except for the final report that is submitted during the closeout process).
4. Any special conditions were met; and
5. All deficiencies or corrective actions affecting the Grant were resolved.

A. Grant Close-Out Report

The Grantee shall submit to the Grantor a Grantee's Close-Out Report ("Report") within ninety (90) days after expiration of the Grant term, termination of the Grant, or final payment for activities under this Agreement, whichever occurs later. This Report, at a minimum, shall include a narrative of the Grantee's completed tasks based on the activities, performance measures and goals set forth in the Statement of Work. The Report shall be completed using a form provided by the Grantor. The Grantee shall provide any information or data Grantor requests for Close-Out. In the Grantor's sole discretion, the reporting provided during the term of this Agreement may be accepted in lieu of the Grantee's Close-Out Report if those reports contain all information required in this section.

B. Documentation of Expenses

Within ninety (90) days after the expiration of the Grant, the Grantee shall provide to Grantor documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses.

C. Equipment Inventory

The Grantee shall submit to Grantor a list of all furniture, fixtures, equipment and vehicles purchased with Grant funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with 2 CFR Part 200.

D. Audit

The Grantee shall submit an audit or financial statement, as applicable, and as provided in Sections IX and X. of this Agreement.

E. Transfer of Records

Grantee shall, within ninety (90) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

F. Grantee's Obligations

The Grantee's obligations to DHCD remain in effect through the period of record retention as stated in Section XV.

Section XVIII. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion, and if legally permitted, extend the term of the Grant no more than two (2) times for one-year terms, or any fraction of one year, or multiple successive fractions thereof.

B. Grantor will endeavor to provide Grantee a preliminary written notice of its intent to extend at least thirty (30) days before the end of the Grant Term. The preliminary notice does not commit the District to an extension or authorize additional Grant funds to Grantee.

C. Any extension of this Grant is contingent upon the appropriation of funds for the applicable time period. However, the availability of funds shall not obligate the District to extend the Grant.

Section XIX. Total Agreement

The Grant Agreement, including specifically incorporated documents (to include the approved Statement of Work, the Work Plan, the approved Budget and the Grant attachments) constitute

the total and entire agreement between the Parties. Grantee understands and agrees to comply with the incorporated references contained in this Agreement and all applicable District and Federal laws and regulations.

Section XX. Applicable Law.

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia, unless otherwise controlled by federal law. In any proceeding relating to this Grant Agreement, each of Grantor and Grantee, hereby irrevocably submits to the jurisdiction of the Courts of the District of Columbia for the purposes of any suit, action or proceeding arising out of or relating to this Grant or transactions contemplated hereby.

Section XXI. Severability.

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XXII. Amendment.

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Grant activities, or the amounts specified in the Budget without the prior written approval of Grantor. The Grantee may request in writing approval of any proposed change to the Statement of Work or Workplan or the amounts specified in the eligible cost categories of the Budget and shall provide adequate supporting information and a revised budget along with its request. All such requests must be signed and dated.

Section XXIII. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or fully, by the Department.

1. The written or printed materials must include the authorized DHCD logo.

2. Written or printed materials include, but are not limited to, newspaper, radio and television announcements or advertisements, websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.
4. Grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to Grantee.
5. Grantee must provide copies of all marketing materials, brochures, flyers and other materials that publicize grant-funded activities to Grantor via email at dhcd.occo@dc.gov

Grantee shall publicize, as appropriate, to its constituency through social media, print, and online postings, DHCD communications and events that are related to Grant supported activities.

Section XXIV. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code§ 2-531 *et seq*. provides for the disclosure of public information. Specifically, the law provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Official Code § 2-170 l (13) .

This serves as your Notification that information /documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code§ 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXV. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, homeless status, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Sexual harassment is a form of sexual discrimination which is prohibited by the Act and Mayor's Order 2023-131 (Updated District Government Sexual Harassment Policy, Guidance, and Procedures), which is attached hereto as Exhibit I.

The prohibition against workplace sexual harassment extends to third parties doing business with or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies. By executing this Agreement, Grantee affirms that it will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1 I 00 et seq. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated.

Section XXVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addresses:

NOTICE TO GRANTEE:

University Legal Services, Inc.
220 I Street, NE
Washington DC 20002
Attn: Jane Brown (Executive Director)

NOTICE TO GRANTOR:

D.C. Department of Housing and Community Development
Community Services
1909 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
Attn: Director

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTOR SIGNATOR PAGE]

DISTRICT OF COLUMBIA, a municipal Corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Colleen Green
Director

Legal Review:

Julia Wiley
Office of the General Counsel
Department of Housing and Community Development

3/14/25
Date

[Signatures continue on the next page]

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTEE SIGNATURE PAGE]

UNIVERSITY LEGAL SERVICES INC.
a District of Columbia non-profit corporation

Jane Brown
Jane M. Brown , Esq.
Executive Director

3/18/25
Date

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit A Services to be Provided

- Statement of Work
- Section 3.2 Services (from the FY25 RFA)
- Workplan as approved by the Grantor

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education and training services to support DHCD's housing programs and initiatives, and to promote compliance with District housing regulations. All of the services are intended to empower potential homeowners, actual homeowners, and tenants for the purpose of preserving of affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership; (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached workplan and performance measures. Marketing and outreach for the services provided is a activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of these service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling; (b)the Grantee's additional knowledge of the individual and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and it shall be maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow up and conduct a final assessment of the impact of the services provided. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for HPAP/EAHP/NEAHP
A4: Inclusionary Zoning Orientation
A6: Income Certification for PADD Applicants

A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B13: Technical Assistance for Coop and Condo Associations

CATEGORY C: TENANTS AND TENANT GROUPS
C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

SECTION 3: PROGRAMMATIC REQUIREMENTS

3.1 Eligibility for Federal Funding

The services in this RFA will be conducted through grant agreements using Federal funds (Community Development Block Grant (CDBG) and, as available, some District Funds. The Department will provide a full informational briefing to the awarded grantee(s) about the grant funding source's ongoing administrative and programmatic requirements. Whether grants awarded under this RFA are funded locally or with federal funds, all grants will be managed to the higher standards and requirements whether Federal or District.

Federal regulations have established national objectives requiring all CDBG-funded activities beneficiaries to be at least 51% low- and moderate-income persons or households. The national objective is achieved through "limited clientele benefit"—that is, by verifying the incomes of each beneficiary of the services provided. The applicant must demonstrate that it has the capacity and the intention to verify the household incomes of beneficiaries to meet the national objective of providing benefits to 51% of low- and moderate-income persons.

Client income certification is also an important element of ongoing program activity for many DHCD housing programs. (See Section 3) Applicants should review in detail the federal income requirements for programs, activities, and grantee (sub-recipient) eligibility under the Community Development Block Grant program regulations at 24 CFR 570. 200-210,

- https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-570/subpart-C?toc=1

and HUD Housing Counseling Program Regulations: 24 CFR Part 214,

ps://www.ecfr.gov/current/title-24/subtitle-B/chapter-II/subchapter-B/part-214?toc=1

3.2 Housing Services: Description of Housing Programs and Services

Please Note: Specifications and programmatic requirements may change from time to time during the award period at the discretion of the Department.

The following describes seventeen services in the Housing Counseling Program. These constitute the services for which the Department is seeking Applicants to provide services to DC residents. Applicants should select at least one service for which they are applying; however, the Applicant may select more than one. The Department is not obligated by the Applicant's selection to make an award. Applicants are responsible to demonstrate their capacity in their application to provide the services for which they have applied. Capacity includes staffing patterns including qualifications and experience, other funding resources, case management systems and programmatic activities. Historical data can also be considered in demonstration of organizational capacity. Applicants should be aware of Legal Citations noted throughout this section as well as the references to the Code of Federal Regulations (CFR).

Category A: HOMEOWNERSHIP

A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program
A6: Income Certification for the Property Acquisition and Disposition Division (PADD) Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY

B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B12: Legal Services for Seniors and/or Coop & Condo Associations
B13: Technical Assistance for Coop and Condo Associations
B14: Technical Assistance for Owners of Small Rental Properties

CATEGORY C: TENANTS AND TENANT GROUPS

C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

Each particular service has specific requirements described in the following pages. Applicants are expected to utilize this guidance in the performance of these services.

CATEGORY A: HOMEOWNERSHIP

Legal Citations Governing Program Area in Category A

Applicants to provide services in Category 1 should review in detail the following legal citations governing the District's homeownership programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for homeownership pursuant to the relevant citations.

- Home Purchase Assistance Program: DC Code 42-2601 and 14 DCMR, Chapter 25
- Employer-Assisted Housing Program: DC Code 42-2501 and 14 DCMR, Chapter 36
- Inclusionary Zoning: Legislation Pending, Bill 17-586, 17-618, 17-619

A1: HUD Housing Counseling
This activity is open to applicant organizations which are HUD approved employing one or more HUD certified counselor(s). Such counseling is often (but not exclusively) in the pursuit of homeownership or credit repair and improvement or to improve their housing condition.

Grantees of this service should be familiar with 24 CFR 5.100 and with 24 CFR 214.

Housing counseling is independent expert advice provided by a HUD certified housing counselor (24 CFR Part 214) customized to the needs of the client. It is aimed at addressing housing barriers and providing support to the client to achieve their housing goals. This counseling service must include: (1) intake (2) financial and housing affordability analysis (3) an action plan[2] and (4) follow-up counseling to implement the action plan and achieve its stated goals *(24 CFR 5.100).*

The action plan should identify the steps needed for the client to achieve his/her housing goals. These actionable steps include, but are not limited to, review of the client's credit report with explanations of its meaning and items that impact (or may improve) the credit score, creation of a budget and methodologies to track one's income and spending, debt reduction planning, and savings planning. Follow-up should track the client's progress toward the goals of the action plan. Other programs and services including group educational opportunities may complement the one-on-one counseling with a certified counselor. Counselors, therefore, may appropriately make referrals to programs and services as well as to group educational activities that support and implement the goals of the action plan.

Counseling organizations are required to maintain case files including items 1-4 above as stated in 24 CFR 5.100. It is critical that files with records and case notes be kept in such a way that if a client's counselor is no longer available, either temporarily or permanently, another certified counselor in the organization can understand based on the file the client's circumstances, action plan, progress and where the client is in achieving his/her housing goals.

Organizations providing this service should have working experience with credit counseling and repair, with consumer credit bureaus and consumer credit laws. Ideally, they should be familiar with creditor tactics, liens, judgments, repossessions, and other obstacles to credit improvement.

It is critical for the counseling organization to make efforts to keep the client engaged in the counseling process and such attempts and outreach should be documented in the case file.

In accordance with HUD requirements, counseling organizations may close files if a client does not respond to outreach efforts over 60 days. The last outreach attempt should document that the file will be closed as of a specific date if nothing further is heard from the client. If the client should return to client after the 60 days, a new file should be opened.

[2] Except for reverse mortgage counseling.

Post-purchase follow-up

a) Grantees must continue their counseling relationship with customers once they become homeowners. This follow-up should continue for a period of time after purchase to ensure the homeowner's housing stability.
b) Grantees may make use of post-purchase programs using either their own programming or making referrals to other Grantees who provide such programming (*e.g.* B1 General Home Management and B2 Foreclosure Counseling).
c) If problems arise, it will be the grantee's responsibility to address them quickly as time is of the essence, and to address them as efficiently as possible. Where the District's investment is involved, counseling should include ways to protect the DC investment.
d) When working with clients who have an HPAP deferment period ending, Grantees must provide dedicated counseling services to those borrowers. In particular, grantees will be asked to make an updated assessment of each borrower's financial status regarding the appropriateness of continued deferment.
e) Potential delinquency, or foreclosure prevention, counseling will be provided to any borrower who is experiencing difficulty.
f) If problems continue with these loan clients, this counseling will become a home preservation activity.

A2 8-Hour Homebuyer Education Class (HBE)

This activity is open to applicant organizations which are HUD approved counseling organizations employing one or more Hud certified counselors.

The Department seeks HUD Approved organizations to provide the 8-Hour Homebuyer Class. This is in support of the Department's many programs for which the 8-Hour Homebuyer Class is a requirement, and also for other DC residents who seek to take this class in preparation for homeownership and for their knowledge.

Organizations should take as a serious obligation to conduct this class with knowledge staff (HUD certified counselors). The class is conducted in a traditional in-person setting or in a virtual online setting.

Those who successfully attend and complete the class should be provided with a DHCD certification (in the format approved by the Department) indicating their completion of the class and dated appropriately. Monthly attendance and award of certificates should be reported to the Department monthly. The class should be presented frequently enough to meet programmatic needs of DHCD programs. Class dates should be provided to the Department for inclusion on the DHCD calendar. Presentations should be given by staff, not outside speakers. Grantees are welcome to collaborate in the conduct of these classes.

A3: Intake for DC Homebuyer Programs (HPAP/EAHP/NEAHP)

The Home Purchase Assistance Program (HPAP) is the primary DHCD program for first-time homebuyers. HPAP provides interest-free loans that include closing cost assistance to eligible applicants. Under this program, homebuyers may have the opportunity to purchase houses,

condominiums, or cooperative units in the District. DHCD has additional homeownership programs which are associated with HPAP, and which are targeted to specific populations or geographic areas or may meet specific home buyer needs.

The satellite programs are:

(1) The Employee Assisted Housing Program (EAHP) provides assistance to District of Columbia Government employees, who are first-time homebuyers in the District; and

(2) The Negotiated Employee Assistance Home Purchase Program (NEAHP) provides down payment and closing cost assistance to certain District of Columbia Government employees whose position is covered by specific union collective bargaining agreements.

Wherever the acronym "HPAP" is used, the same applies to the EAHP and NEAHP programs.

Prior to HPAP Application

Clients interested in HPAP assistance who have a pre-approval from a lender, should be assisted with making an application to the HPAP as expeditiously as possible. Those without a pre-approval letter from a lender are required to engage in HUD Housing Counseling (see A1 above) in order that they have the benefit of credit counseling and homeownership preparation. The action plan should include the actionable steps needed to ensure success as a homeowner and to achieve a pre-approval letter from a lender. Once a pre-approval letter has been obtained, the client with the Grantee's assistance should proceed to making their application to HPAP.

Application Process

For grantee organizations, this relationship management function includes working with first-time homebuyers throughout the homeownership application, preparation, purchase, and post-purchase process. Counseling will be focused on low- and moderate-income populations.

Once HUD credit counseling is completed the HPAP process includes:

(Optional) Applicant organizations may conduct pre-purchase seminars which include information and requirements of the HPAP programs. A DHCD Certification should be provided to attendees and recorded with DHCD.

Application Intake includes document collection of those documents needed. These should be collected in person or by means of a secure portal. Email is not considered a secure means for transmission of information which could be used for identity theft or other criminal activity. Drop-off at a staff office to an employee is acceptable.

Once the application package is complete, the organization submits to the appropriate HPAP administrator.

Homebuyer Education (8-hour class) (A DHCD Certification should be provided to 8-hour Homebuyer Education attendees and recorded with DHCD.)

Post-Purchase follow-up (Records of those follow-ups should be maintained by the organization. See Post-purchase in Service A1)

Organizations will be responsible for: (1) the application process, which includes delivery of completed applications to the HPAP Administrators; (2) completion of the application form itself and collection of all required supporting documentation, and (3) maintaining performance and reporting data, and databases as needed by the Department.

A4: Inclusionary Zoning Orientations

Introduction to IZ/ADU Programs:

The District's Inclusionary Zoning (IZ) Program requires a certain percentage of units in a new residential development, or a substantial rehabilitation that expands an existing building, be set aside as affordable units. The goals of this program are to increase the supply of affordable housing for low- and moderate-income households, to support the creation of mixed-income communities, to prevent rising home prices from driving out low- and moderate-income residents, and to leverage the expertise and capacity of the private market to develop affordable housing.

Affordable Dwelling Units (ADUs) are defined as for-sale and for-rent homes that are locally restricted for occupancy by households whose income falls within a certain range and are generally offered at a below-market rate. ADUs are generally produced in exchange for zoning relief, tax incentives, public financing, and/or the right to purchase or lease District-owned land. Specific ADU provisions, such as the affordability period, income limits, and resale restrictions, are set out in deeds, covenants, land disposition agreements, ADU administration plans and other originating documents.

ADU provisions have historically varied from project to project, as each is a result of a unique negotiation or project approval. However, ADU restrictions are becoming more standardized and more similar to standard IZ requirements.

Organization roles and responsibilities:
Provide mandatory IZ Orientation. The department's PowerPoint presentation must be utilized. Presentation and answers to participants' questions must conform to agency guidelines.

DHCD seeks organizations which will provide programmatic rental and homeownership counseling services in support of both of the above programs. Information about these

programs is available through DC Housing Search https://www.dchousingsearch.org , counselors will be required to utilize DC Housing Search, and train potential customers in how to search for affordable housing through DC Housing Search.

Grantees will be required to become familiar with the program requirements and procedures, as required by DHCD. In the last few fiscal years, the IZ program has produced approximately 400 new affordable units each year.

Orientation:
In particular, organizations are required to conduct IZ Orientations to help residents to be familiar with all programmatic requirements for the IZ program.

Organizations must conduct and coordinate this mandatory orientation session in a traditional and virtual classroom settings. They must provide interested applicants/residents with the relevant terms of the program, including next steps and other information as required by DHCD.
DHCD currently provides standard slides and certificate templates to use for this orientation and will provide training to grantees.

Completion of this orientation class is mandatory before an individual may register for the IZ program and individuals must renew registration every two (2) years to remain on the IZ registration list.

The class must be conducted at least monthly beginning within 30 days after the grantee's application is approved. Coordination of this class will include publishing upcoming class dates, accepting reservations via phone, email, or other method, allowing walk-ins if space is available, providing attendees with a certificate of completion (in a format approved by DHCD) upon completion of the class and providing at least monthly attendee data to DHCD. It will also include ensuring that attendees receive all required training materials, and shall be presented by grantee staff, not outside speakers.

Grantees must train program participants in the terms and specifics of the IZ and ADU Programs (training guidance will be provided by DHCD) and provide additional pre and post homebuyer education training.

Grantees must also provide data to DHCD on a regular basis as determined and requested by DHCD, including but not limited to the names and contact details for individuals who have received a DHCD certificate and the number of attendees at IZ orientations.

A5: Income Certifications for the IZ/ADU Units Programs

The agency seeks two organizations to provide income certifications for participants in the Inclusionary Zoning and Affordable Dwelling Units programs. Income certifications are expected to be conducted under a uniform process prescribed by DHCD and following HUD Part 5. DHCD has established requirements for approving Certifying Entities, including

specific IZ and ADU training.

Grantees are expected to become Certifying Entities pursuant to DHCD requirements. Grantee organizations will be required to ensure that program participants understand that income and occupancy restrictions apply to their IZ units and ADUs. Grantees will also be expected to complete income certifications for newly selected households and for renewing tenants. Grantees will be working closely with individuals, property management/leasing staff, sales agents and DHCD. DHCD will provide the necessary forms and procedures, but Grantees will collect the necessary paperwork from individuals and complete the income and household size verification process. Upon successful certifications, Grantees will notify DHCD and the sales/leasing staff.

Such restrictions may include but would not be limited to: (1) the specific affordability period, (2) conditions for, or prohibitions against, subleasing, and (3) resale restrictions. Ongoing outreach and assistance to occupants of IZ units and ADU is required in the areas of programmatic requirements and homeownership counseling.

A6: Income Certification for PADD Applicants

The Property Acquisition and Disposition Division (PADD) encourages vacant and/or abandoned property owners to rehabilitate and/or occupy their properties. PADD acquires vacant, abandoned, and deteriorated properties through negotiated friendly sale, eminent domain, donation, or tax sale foreclosure, when owners are unwilling or unable to maintain their properties. PADD also disposes of properties in inventory by selling them to individuals or developers to be rehabilitated into high-quality affordable and market-rate single-family and/ or multi-family for-sale or rental housing in District neighborhoods.

For DHCD, the activities of this Division create affordable homeownership and rental opportunities for low- and moderate-income households. Grantees must counsel these households as they qualify for and occupy these new homeownership and rental units. DHCD seeks one or more organizations which will provide counseling or training services for affordable units made available through PADD.

Because PADD units are not produced through a traditional homebuyer program, an intensive marketing and outreach effort to our target population will be required of grantees. Counseling services will also involve conducting income certifications and re-certifications for purposes of admission and continuing participation in this program. Income certifications are expected to be conducted under a uniform process prescribed by the Department. For PADD, grantees must ensure that program participants understand that income, or occupancy, restrictions apply to their unit. Such restrictions may include but would not be limited to: (1) the specific affordability period; (2) conditions for, or prohibitions against, subleasing; (3) potential rent increases; and (4) resale restrictions. The specific unit covenant

terms will be communicated to stakeholders by the Department, but grantees must facilitate communication with stakeholders.

A7: Public Services: General Coaching and Information

Public Services may be undertaken by Applicants which have not yet obtained HUD Approval and may not employ a HUD certified housing counselors. (HUD Approved organizations who are applying for A1 or A2 do not need to apply for this service, since they are able to provide these Public Service activities in connection with their other lines of services.

These activities are frequent but not exclusively in a group setting. These may be virtual or in-person, as long as an in-person option is provided. Grantees may utilize Homebuyer Clubs as an effective tool for keeping clients engaged in homebuyer preparation when a long-term period is needed for better positioning to be a first-time buyer.

They may include group trainings on understanding credit and credit reports and involve savings programs.

Public service staff are required to train clients to utilize available tools, such as DC Housing Search https://www.dchousingsearch.org to locate affordable housing for sale and for rent.

CATEGORY B: COUNSELING AND TRAINING FOR HOME PRESERVATION

B8: General Home Management (Post-Purchase Non-Delinquent)

Post-purchase counseling is essential for Homeowners who have purchased their homes, are not delinquent in their mortgage payments and would like to remain successful by creating a realistic financial plan to avoid financial pitfalls and protect and retain their homeownership. Post-purchase counseling is essential to understand local post-purchase behavior, especially low-moderate income homeowners, that can be supported by education and supportive programs to ensure recent homeowners understand what to do in the event of hardships. Organizations that provide post-purchase counseling sessions and education workshops will ensure their topics consist of the following:

1. Prepare a maintenance plan for major household systems and repair strategies.
2. Emergency preparedness plan to assist client in case of disaster.
3. Understand consequences of not paying taxes, HOA payments or community assessments.
4. Explain the benefits of establishing an emergency fund and retirement or tax-incentivized accounts.
5. Provide knowledge of home improvement financing options like HELOCs and give counsel on how to apply for additional financing to renovate property.

6. Access the client's understanding of the process of refinancing the home and incurring more debt.

This counseling activity may include, but not be limited to, appliance warranty disputes, contractor disputes, disputes with mortgagors, will and estate issues, including transfer-on-death deeds, etc. In this service, grantees must serve as advisor-educators and are prohibited from giving legal advice. Grantee activities should focus on low—and moderate-income populations.

B9: Foreclosure Counseling

Homeowners who are delinquent in loan payments (as well as those in danger of delinquency) need to know what options are available to them. Similarly, those in foreclosure need to know their options and resources that may assist them, especially if available legal services are available.

Organizations are required to provide foreclosure prevention counseling that helps homeowners at risk understand the foreclosure process in Washington, DC, determine their legal rights and identify options to avoid foreclosure.
Organizations will assist struggling homeowners with loss mitigation, communicate with mortgage servicers and provide services such as the following:

1. Provide advice and coaching to assist clients with creating a budget based on financial goals. Assess the current financial situation and develop short and long-term strategies to reduce expenses and debt to achieve client goals.
2. Explain loss mitigation. Explain the requirements of a loss mitigation package and evaluate the client's loss mitigation options for FHA and non-FHA loans.
3. Provide examples of mortgage default scams and ways to avoid being a victim.
4. Explain the consequences and costs associated with a foreclosure, short sale, or deed-in-lieu.
5. Explain the foreclosure timeline and devise a plan if the client is unable to stay in the home and assist the client in mortgage default recovery. Demonstrate the impact of a mortgage default.
6. Work with displaced residents seeking referrals for housing.

Grantees work with homeowners who are delinquent in their mortgage payments, or who are in foreclosure, or in post-foreclosure. These counseling services are also offered to owners of multi-family properties, and ownership associations. This counseling serves as a central element of DHCD's overall foreclosure prevention strategy.

It is critical to address the District's foreclosure crisis. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Grantees also work with the Department of Insurance Securities and Banking (DISB) to protect clients against scam operations that prey upon residents who are subject to foreclosure. Grantee organizations extract data for outreach and targeting efforts from the Office of the Recorder of Deeds, which provides a listing of all official foreclosures in the

District on a weekly basis. DHCD seeks one or more organizations that will provide foreclosure counseling services which include, but may not be limited to, all of the above-described foreclosure prevention activities.

For grantees, this counseling function means working with troubled homeowners, utilizing all foreclosure prevention or mitigation tools available, and if necessary, working with customers throughout their foreclosure or post-foreclosure process. Grantees must provide full assistance and advice to troubled homeowners. Grantees will be responsible for: (1) assessing the homeowner's circumstances, (2) educating the homeowner about the full implications of mortgage delinquency and foreclosure (3) exploring and providing options of action for the homeowner (4) providing tools or alternative support that may further assist the homeowner (5) developing and executing a best action plan for either saving the home or undertaking the best course for the homeowner, and (6) tracking the results of their counseling efforts. In addition, grantees will provide ongoing performance and reporting data and databases maintained.

Post-Foreclosure Counseling: It is critical that grantees continue their counseling relationship with customers, even if the home cannot be saved. Grantees must follow up with troubled homeowners for a period of time after any action plan has been executed. If the home has not been saved, counseling should be made available, and if necessary, referral to other needed services. If the home has been saved, counseling follow-up is also necessary to ensure that the ongoing action plan is being properly implemented. If more problems arise, it will be the grantee's responsibility to address them as quickly and as efficiently as possible.

With the passage of the Saving DC Homes from Foreclosure Emergency Amendment Act of 2010, troubled or delinquent District homeowners have the right to engage in mediation prior to foreclosure. As a result, DHCD requires grantees to provide counseling related to this mediation process.

Grantees must be familiar with the Law, its regulations, and the mediation process which has been implemented by the Mediation Administrator at the DC Department of Insurance, Securities, and Banking. Grantees must educate troubled homeowners in the decision factors related to mediation election, and, if necessary, prepare them for mediation. In some cases, counselors may be asked to accompany, or represent, troubled homeowners in the mediation process. Grantees must ensure that all customers who elect mediation complete and submit proper documentation in a timely manner. Grantees must ensure that the best interests of troubled borrowers are protected throughout the mediation process. Finally, DHCD expects grantees to follow-up after the mediation process is complete to ensure that any final mediation agreement is properly implemented.

B10: Eviction Counseling

Applicants who have HUD certified counselors or NeighborWorks America foreclosure certified counselors may offer this service. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Training should also include knowledge of laws and legal procedures governing eviction.

Eviction has long created housing instability for renters, and especially among low- and moderate-income households. For those at the lower end of the economic scale, eviction has caused not only housing instability but also employment insecurity and homelessness. Studies have shown that lack of access to legal representation has resulted in markedly different and detrimental outcomes as compared to renters who have legal representation. After legal representation, the next most effective range of services includes alternative dispute resolution (or mediation), knowledge and guidance in court navigation, and effective management of legal and tenant-landlord documents. In addition to housing instability, eviction also has credit impact for the tenant.

It is critical to provide those in danger of eviction with counseling to make informed decisions. This includes access whenever possible access to legal services. Also, appropriate training includes information about tenants' rights and obligations, the credit impact of eviction, use of payment plan agreements, understanding of court processes and procedures, and access to alternatives to court procedures. When tenancy is lost, counseling for housing alternatives is needed and a path forward to credit repair.

B11: Single-Family Residential Rehabilitation Program

The Single-Family Residential Rehabilitation Program (SFRRP) administers grants to District homeowners for roof repairs and for modifications to eliminate barriers to accessibility for persons with mobility or other physical impairments. Projects approved for SFRRP require a covenant on the property to protect the District's funding of the project.
DHCD seeks one or more organizations which will provide application intake services to SFRRP applicants throughout the grant process.

> **Mandatory Counselor Intake Training:** Grantees for this line of service are required to attend training with the SFRRP team in September to be introduced to updated aspects of the SFRRP for FY25. It is critical that the grantee have a solid understanding of the updated program and the requirements for applications. Therefore, the September training is mandatory for SFRRP intake counselors.
>
> **Application Period:** Applications for SFRRP will only be taken between October 1, 2024, and December 31, 2024. To be considered applications during this period must be complete. Lack of required documentation or information will not "hold a place" in the program if not provided before the December 31, 2024. The Department at its sole discretion reserves the right to close the program prior to the deadline if funding is depleted or no longer available.

Information Session for Applicants: The Department will provide Grantees with a PowerPoint presentation outlining the program and its requirements. Intake counselors are required to use this presentation with all potential applicants either in a group sessions (such as an Orientation) or in a one-on-one session with the potential applicant.

Grantee's and Counselor's Responsibilities: (1) use the Department PowerPoint presentation to present the program to potential applicants, answering questions from residents interested in the program; (2) complete the application document and collection of **all required** supporting documentation *(incomplete applications will not be accepted)*; (3) post-application and post-grant support; and (4) providing performance and reporting data as required.

45 Day Period: It is critical that no application be uploaded in the SFRRP portal unless it is complete with all required documents and intake form completed. If an incomplete application is uploaded in the portal, the SFRRP staff will notify the counselor and the applicant that the application cannot be accepted. The notification state that what is complete and state the **applicant has 45 days** to provide the requested information including documents. After 45 days if the application remains incomplete, the application will be closed as incomplete for funding.

Application Portal: Counselors will need to provide their name and contact information (e.g. email) when uploading in case SFRRP program staff need to follow up.

Legal Citations Governing Program Area for Category B:

Applicants to provide any service in Category B should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

- Lead Safe Washington 24 CFR, Part 35, 24 CFR, Part 85.37, Section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992
- Single Family Rehabilitation 14 DCMR, Chapter 28 First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
- Saving DC Homes from Foreclosure Emergency Amendment Act of 2010 (DC Act 18-635; 57 DCR 12404)

B12: Legal Services for Homeowners and/or Coop & Condo Associations

The Department seeks organizations to provide legal services to provide one or both of the services noted below. Grantees will conduct outreach to low- and moderate-income populations in need of these services.

- Legal Services to Seniors
  Seniors who are homeowners can be assisted by the Applicant to have legal services to assist Seniors to avoid housing instability or the loss of ownership of their home. In addition to their own attorney staff, Applicants may seek *pro bono* services from other members of the Bar.

- Legal Services to Coop-Condo Associations
  Legal services may be provided to Cooperatives and/or Condominiums ("Associations") to ensure housing stability. If Associations have problems in areas of legal entity status, required legal or financial filings, compliance issues, risk management concerns, board and member training, best legal practices, and collection of association fees (to name of few), such issues may threaten the member's housing stability, and the owners' (or members') investment in their properties. Selected applicants will provide legal services to Associations in low- and moderate-income census blocks to mitigate these concerns, to preserve housing stability of owners and to ensure well-functioning Associations and Boards.

B13: Technical Assistance for Coop and Condo Associations

The Department seeks one or more organizations to provide technical assistance to Associations. The situation many Associations may face is a need for training in best practices of Association management. Training in best practices and frequently encountered problem situations may be offered by the grantee not only to the Association Board but also to the owners in the Association. Association boards and their member owners frequently face issues of association fees not being paid, lack of income to fund reserves, special projects that would require a special assessment, and decisions of taking court action or being the defendant in a court action. These are just a few of the legal issues which may arise for the Association, in addition to the more routine matters of by-laws and required legal documents for the operation of the Association.

B14: Technical Assistance for Landlords of Small Rental Properties

Landlords of small rental properties face enormous challenges. They frequently lack the staff and the resources of large multi-family properties to deal with the many details of operations and asset management. Small unit properties cannot readily absorb mistakes or challenges.

In a ten-unit property, one vacancy is a 10% vacancy rate, while one unit in a 100-unit property is 1% vacancy rate. Yet, small unit properties are often the affordable renter properties. To preserve this housing stock as an affordable option, DHCD seeks grantees to provide Technical Support to Owners of Small Unit Properties (of 30 units or less).

Services can be provided through group training as well as through one-on-one counseling. Like many small business owners, owners can often benefit from a better understanding of accounting practices and financial statements (balance sheet, income statement, cash flow report). Knowledge of financing options is another common to many business owners. Topics such as these are particularly suitable to the needs of owners.

1. **Property Management Software**: Landlords often need help selecting and implementing property management software to track rent payments, maintenance requests, tenant information, and other critical operational data.

2. **Legal Compliance**: Guidance on navigating complex local, state, and federal housing laws and regulations related to fair housing, security deposits, evictions, and other landlord-tenant issues.

3. **Financial Management**: Guidance with accounting, tax preparation, and financial planning specific to rental property ownership and operations.

4. **Maintenance and Repairs**: Access to vetted contractors, tradespeople, and service providers to handle property maintenance, repairs, and upgrades in a timely and cost-effective manner.

5. **Tenant Screening and Selection**: Guidance and best practices with tenant screening processes, background checks, and selecting responsible renters to minimize vacancies and evictions.

6. **Marketing and Leasing**: Help with listing vacant units, advertising, showing properties, and executing leases to keep units occupied.

7. **Emergency Response**: Guidance on developing emergency plans and protocols to address unexpected events like natural disasters, property damage, or tenant issues.

8. **Asset Management Issues**: The ratios and metrics of asset management for multi-family properties provide a helpful guide to best practices. For example: Many landlords are unaware of the effect that certain metrics have in their properties. Slow "Make-Ready" times, refers to the length of time it takes to prepare an apartment to be shown to prospective tenants. Similarly, "turn time" refers to the times it takes to find a renter and receive the first month's rent. Slow turn times are also a drain on resources. When there are slow "make ready" and slow "turn times" the combined effect can be detrimental for the property's future. High turn-over rates among renters is another draw on the income. Other issues and topics include: What to do when you have a tenant who is not paying rent? What are the alternatives to eviction? How do the Court work? Are there pre-eviction resources? What legal services are available to the owner?

CATEGORY C: TENANTS AND TENANT GROUPS: SERVICES RELATIVE TO Tenants Opportunity to Purchase Act, Rental Conversion and Sale Division, and Rental Accommodations Division

The DC Tenants Opportunity to Purchase Act (TOPA) seeks to protect tenants and tenant groups from displacement due to sale of the property. The law allows tenants to purchase their apartment building. Tenants have the choice of maintaining the apartments for rent or converting to cooperatives or condominiums. DHCD seeks to preserve affordable housing in the District and limit displacement of low- and moderate-income households. For groups that choose coop or condo conversion, this provides a path to homeownership.

DHCD provides both financial assistance and technical assistance, as well as specialized organizational and development services, for tenant groups who are pursuing the purchase of their apartment buildings. Through DHCD's Development Finance Division, organized tenant associations may be provided with seed money, earnest money deposits, and acquisition and/or rehabilitation assistance. After acquisition and rehabilitation, DHCD also provides ongoing Board training and property management support to the newly formed cooperative or condominium Boards.

C15: TOPA: Pre-purchase Training

DHCD seeks one or more organizations which will provide pre-acquisition organizational and developmental counseling and training to tenant groups or tenant associations in support of their intent to purchase their building. These tenant groups must be preliminarily qualified as eligible for DHCD's Tenant Purchase Technical Assistance program. Grantees must provide the following services to tenant groups:

a) establishment of a tenant association.
b) selection and appropriate training of Board members.
c) training of captains (court, building and floor).
d) training in roles and functions of committee members; (5) training tenant groups in detail about the building purchase process.
e) training tenant associations in property management techniques.
f) provide training to the tenant association on each type of ownership; and conducting surveys of tenant associations to determine the appropriate form of ownership for their building (cooperative or condominium).

It is critical that Grantees in this service maintain an outreach to educate and inform low- and moderate-income tenants about their rights and opportunities provided by TOPA. Grantees are encouraged to make this a central aspects of their marketing plan, and to create

opportunities as well as avail themselves of opportunities to participate in educational outlets to reach tenants. Collaboration with other Grantees in this or similar service lines is encouraged. Grantees should participate in DHCD when and as those opportunities for outreach are available.

While training the tenant association, the grantee must be able to prepare and submit appropriate documentation required in the purchase process, including but not limited to tenant profiles and feasibility analyses, response to Notice of Sale of Building, preliminary development, acquisition, and rehabilitation plans, and operational plans.

The grantees must have skill and experience in negotiating the lease or purchase of the building. In addition, grantees must assist tenant groups in procurement related to the development, purchase, and rehabilitation process, including but not limited to attorneys, architects, engineers, financial and developmental consultants, private developers, appraisers, and property managers.

C16: TOPA: Post-Purchase Training

DHCD seeks one or more organizations which will provide ongoing post-acquisition counseling services which include property management and Board training for properties which have been purchased and/or rehabilitated with financial assistance from the DHCD Development Finance Division's First Right Purchase program. Generally, these are multi-family properties that have been purchased through limited equity cooperative agreements or condominium purchases. Therefore, non-profit Board training and development skill and/or experience, as well as multi-family property management skills are critical to providing effective counseling services. Services to be provided under this activity may include, but are not limited to:

a) establishing standards of evaluation for each participant's financial status and leadership capacity.
b) conducting annual management reviews of all Boards, oversee election and
c) training of new Board members.
d) assisting in the establishment of appropriate arrangements with required service providers such as exterminators, garbage collectors, landscapers, etc.
e) assisting in capital management planning and a stabilization plan for rehabilitation and/or refinancing.
f) tracking property vacancies and reviewing new applications for membership.
g) establishing and reviewing membership guidelines.
h) technical assistance in accounting, budgeting, and the preparation of financial statements for long-term financial viability.
i) providing Board of Directors with training as appropriate; and

j) other required management and support duties. Grantees will assist the condominium or cooperative in developing a budget for the overall management and carrying costs of the property.

Grantees will assist the Board and membership in all aspects of management, such as completion of the audit, Fair Housing issues, required individual, property, and Board insurance, taxes, the role of Board officers, evaluation of monthly financial performance, training on lender compliance, i.e. loan payments, income requirements. DHCD will likely negotiate assignment of specific properties to grantees for this service.

Legal Citations Governing Program Area in Category C:

Applicants to provide any service in Category C should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
Tenant Purchase Technical Assistance Program DC Code 42-3404.02
Rental Housing Conversion and Sale Act of 1980, as amended (DC Code 42-3401.01 et. seq.) (Also known as the Tenant Opportunity to Purchase Act or "TOPA")

C17: Services for Tenants and Tenant Organizations
(in partnership with Housing Regulation Administration, Rental Accommodation Division, Rental Conversion and Sale Division).

Activities under this service will supplement and enhance the services provided by DHCD's Housing Regulation Administration (HRA), which includes the Rental Accommodations Division (RAD) and the Rental Conversion and Sale Division (CASD).

RAD administers the Rental Housing Act of 1985 (D.C. Official Code § 42-3501.01 et seq.) which regulates residential rental housing registration and the rent stabilization program (commonly known as rent control). RAD oversees rent adjustment procedures, processes notices to vacate, reviews tenant petitions prior to adjudication by the Office of Administrative Hearings and adjudicates most types of landlord petitions. RAD also proposes rules and regulations for administration of the Rental Housing Act for review and publication by the Rental Housing Commission.

CASD administers the Rental Housing Conversion and Sale Act of 1980 (D.C. Official Code § 42- 3401.01 et seq.) which regulates the sale or transfer of ownership interests under the

Tenant Opportunity to Purchase Act of 1980 (TOPA) (D.C. Official Code § 42-3401.01 et seq.), the conversion of use of rental housing to condominium or cooperative ownership and residential condominium formation and registration under the Condominium Act of 1976 (D.C. Official Code § 42-1901.01 et seq.). Further, CASD administers a Housing Assistance Payment program (HAP), under which tenants may be eligible for rent assistance if they are displaced due to the conversion of use of their apartment building to condominium or cooperative ownership.

CASD also proposes rules and regulations for administration of the Rental Housing Conversion and Sale Act of 1980.

DHCD seeks one or more organizations which will support RAD and CASD operations by providing counseling and tenant education services to tenants and tenant groups. Grantees must provide counseling and training assistance to tenants and tenant organizations regarding the District's rental housing laws and tenant and landlord rights and responsibilities.

For CASD, grantee organizations must provide counseling and training concerning: (1) tenants' TOPA rights when a landlord intends to sell, demolish, or discontinue rental housing use; (2) transfers of rental housing ownership or economic interests; (3) assisting tenants or tenant organizations in exercising their right to purchase; (4) informing tenants or tenant organizations relating to partner-investors and assigning TOPA rights; (5) conversion of use from rental housing to condominium or cooperative ownership by tenant elections, or conversion in lieu of tenant elections; (6) the Housing Assistance Payment program and relocation assistance; (7) tenant organization formation, incorporation, and registration; (8) protections for elderly or disabled tenants; (9) coercive or retaliatory activities; (10) tenant rights when rental housing is in foreclosure; (11) notices of intent to convert use from rental housing to condominium or cooperative ownership; and (12) relocation counseling for displaced tenants.

For RAD, service providers must demonstrate the ability to counsel and train tenants and tenant organizations on rent control provisions including properties that are regulated by or exempted/excluded from rent stabilization under the Rental Housing Act:

1) petition- based and annual rent increases.
2) executing and filing tenant petitions.
3) responding to landlord petitions.
4) protections for elderly and disabled tenants.
5) RAD's conciliation services.
6) notices to vacate and eviction procedures.
7) disclosures to tenants.
8) changes and decreases in services and facilities.

9) learning about and securing enforcement of housing condition regulations.
10) security deposits.
11) understanding lease provisions.
12) rent increases if a property is not under rent control.
13) appealing decisions of the Rent Administrator or the Office of Administrative Hearings; and
14) relocation counseling for displaced tenants. Note: Advocacy on behalf of tenant groups, or tenant rights assignees– including, but not limited to, legal advice or advocacy on tenants or tenant organizations' behalf in negotiations with a property owner–is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators, and not as advocacy groups. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns, or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a grantee is to ensure that tenants understand all available options.

Direct Counseling to Tenants and Tenant Groups: tenant counseling services will be designed to educate tenants in privately-owned properties about their legal rights and opportunities. This service is to be provided to tenants and tenant groups which are not subject to foreclosure and have not selected to exercise their Opportunity to Purchase Rights and/or Right of First Refusal under TOPA. It also includes providing other services and tenant education, which may not fall into the categories of services outlined above, such as eviction counseling, relocation counseling, apartment search, or apartment management.

DHCD seeks one or more organizations with the capacity to bring a range of resources to prevent involuntary displacement and to provide opportunities for continued affordable rental housing. Grantees must provide counseling services to tenants and tenant groups which include, but are not limited to: (1) outreach to tenant groups upon notice of one-year potential for subsidy expiration; (2) technical assistance in negotiations between owners and HUD relative to the renewal of federal subsidy contracts; (3) counseling for tenants in buildings where the subsidy will be lost and the tenant(s) must move; (4) counseling for tenants who are behind in their rent on best-action options; and (5) appropriately referring tenants who are in landlord/tenant disputes to all available resources. Grantees must also conduct research using the many databases and research tools available to identify properties that have a critical need for counseling assistance, including but not limited to DCHousingsearch.org. Note: Advocacy on behalf of tenant groups or tenants' rights assignee –including, but not limited to, legal advice or advocacy on tenants or tenant organizations behalf in negotiations

with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators and not as tenant advocates. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a prospective grantee is to ensure that tenants understand all available options.

Additional Legal Citations Governing Programs in Category C.

Applicants to provide any service in this Category and should review in detail the legal citations governing DHCD's rental accommodation functions:
(1) the Rental Housing Act of 1985, D.C. Official Code § 42-3501 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapters 38-44.
(2) the Rental Housing Conversion and Sale Act of 1980, D.C. Official Code § 42-3401 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapter 47.
(3) the Condominium Act of 1976, D.C.

Official Code § 42-1901 et seq.; (4) D.C. Official Code § 42-1901 et seq.; (5) the First Right to Purchase Program, title 14 of the District of Columbia Municipal Regulation, chapter 2700; and (6) Housing Conditions, Title 14 of the District of Columbia Municipal Regulations, Chapters 1-15. Submission of an application relevant to these services presumes that the applicant intends to meet all requirements to provide counseling to tenants and tenant groups pursuant to these above referenced citations.

3.3 Geographic Distribution of Services

The Department's decision to select one or more grantees to provide services will be influenced by the potential geographical distribution of service among the qualified applications received. Applicants can designate their proposed service areas in the District based on their by-laws, Board policies, etc. However, the Department reserves the right to designate any service areas it deems appropriate or necessary in making awards and negotiating grant terms. In reviewing the applicant pool, the Department's priority will be to ensure that excellent affordable housing counseling and training services are provided to all low- and moderate-income citizens of the District of Columbia. The Department will seek to bring parity in the quality of all housing services provided for all areas of the District through the award and ongoing management of these grants.

3.4 Marketing and Outreach

Marketing Plan to be submitted: Marketing and outreach are critical aspects of the grant's work. Grantees' efforts ensure these programs and services' success and desired impact. No Grantee or service is exempt from this requirement. Applicants must submit a detailed marketing and outreach plan for the services they are applying for. The plan should be detailed and not assume an understanding that has not been stated. Marketing should be included in the proposed budget and work plan.

DHCD will review and approve the marketing plan. In accordance with agency policy, marketing activities should highlight partnerships with and funding by DHCD.

Aspects of Marketing and Outreach to be considered:

- Continuous and consistent marketing and outreach are essential to achieving these services' objectives and maximizing public awareness of DHCD housing programs.
- Because of DHCD's diverse target population, grantees must utilize various marketing tools.
- Grantees are responsible for distributing DHCD program materials at community forums, public events, homeownership meetings, and fairs. Marketing and outreach may include but are not limited to, websites, email blasts, blogs, listservs, Twitter, Facebook, YouTube, Hope Hotline, flyers, door-to-door visits, community meetings, use of cable television (Channel 16), and public service announcements.

Coordinated with the Department: The grantee's marketing and outreach must be coordinated with DHCD. Grantees are expected to continually assess the success and impact of their marketing efforts to identify the most effective and efficient ways of reaching low– and moderate-income populations.

Participation in Department Marketing Activities: As required by DHCD, Grantees must participate in public activities and events related to housing opportunities. These may include but are not limited to tabling at events, participating in panel discussions, and providing speakers to groups, agencies, or organizations that request them.

DHCD Acknowledgement: Grantees must always acknowledge such housing assistance activities as Department of Housing and Community Development programs in any distributed print or electronic materials. DHCD must approve all such materials before distribution.

Use of DHCD Logo: All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or entirely, by the Department.

1. The written or printed materials must include the authorized DHCD logo.
2. Written or printed materials include, but are not limited to, newspaper, radio, and television announcements or advertisements. Websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.

4. The grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to the Grantee.
5. The grantee must provide copies of all marketing materials, brochures, flyers, and other materials that publicize grant-funded activities to the Grantor via email at dhcd.occo@dc.gov
6. The grantee shall publicize as appropriate to its constituency through social media, print, and online postings, DHCD communications, and events related to Grant-supported activities.

Diversity and Language Access in Marketing: Grantees must demonstrate the capability to effectively serve and communicate with the District's various non-English speaking and special needs populations. This means that marketing and outreach materials must be made available in multiple languages and media based on the needs of those populations. The grantee must demonstrate its intent and capability to comply with the District's Language Access Law. In addition, grantees must demonstrate the availability of appropriate staffing to ensure compliance with the District's Language Access Law.

3.5 Focus Areas and Neighborhood Revitalization Strategy Areas (NRSA)

DHCD has identified specific areas of the District as "Focus Areas." These Areas represent areas where the District has invested in funding to create and preserve affordable housing. Focus Areas follow main routes through the District and their associated neighborhoods. In many cases, business owners are centered on these major routes, while resident services will be seen as more appropriate for those in the communities. Applicants must ensure services are delivered to low- and moderate-income households or areas as part of their program (Housing Services, Small Business Technical Assistance, Façade Improvement). This is a CDBG requirement.

- For Housing Counseling applicants, these Focus Areas should be used to plan outreach activities to inform residents of their services.
- For SBTA and Façade grantees, the Focus Areas define the geographical areas of the District in which they will provide services. In this latter case, the Focus Areas define not only their outreach area but also their service area.

NRSAs Targeting East of the River

The Department obtained the HUD designation for the Neighborhood Revitalization Strategy Area (NRSA) for the Focus Areas in Wards 7 and 8. DHCD has designated areas of Historic Anacostia in the city's Southeast and Far Northeast communities as Neighborhood Revitalization Strategy Areas (NRSAs). This designation will allow the city to target Community Development Block Grant (CDBG) funding that supports economic and community revitalization efforts. These include Martin Luther King Jr Avenue, Marion Barry Avenue, Minnesota Avenue, and Benning Road. However, all areas of Ward 7 and Ward 8 remain the focus of the grantee's work and outreach.

For communities outside of the NRSA areas, DHCD has designated Focus Areas throughout the District. Applicants are encouraged to partner with other community-based organizations. This collaboration can include cross-disciplinary collaboration. For example, a Façade grantee may partner with an SBTA grantee to provide business owners various services encompassing both disciplines. Housing service grantees may partner to promote or provide services one grantee offers, but another may not. The key to collaboration is an outlook of being partners, not competitors.

The following is a list of the Focus Areas and some of their associated neighborhoods. The outreach plans can include other nearby neighborhoods, mindful of the low-income requirements. Each applicant is asked to select one or more Focus Areas for their application. Please note that this is a minimum, and applicants may choose more than three. Applicants will be asked to provide reporting on outreach activities.

The following is a list of the Focus Areas outreach plans, mindful of the low and income requirements.

Focus Areas/Neighborhoods

- **16th St NW Corridor** near the intersection with Havard St NW (Columbia Heights) in Ward 1
- **Georgia Ave and New Hampshire Ave NW Corridor** (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- **Rhode Island Ave and South Dakota Ave NE Corridor** (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 4 and Ward 5
- **M Street and South Capitol Streets SW Corridor** (Greenleaf and Waterfront) in Ward 6
- **Benning Road and Florida Ave NE Corridor** (NoMa/Ivy City/Trinidad) in Ward 5 and Ward 6
- **Minnesota Ave and Benning Rd NE Corridor** (Benning, Greenway) in Ward 7
- **Pennsylvania Ave and Minnesota Aves SE Corridor** (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- **East Capitol and Benning Rd Corridor** (Capitol View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- **Marion Barry Ave and Martin Luther King Aves SE Corridor** (Historic Anacostia, Fairlawn, Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- **Marion Barry Ave and Alabama Aves Corridor** (Skyland, Woodland, Garfield Heights) in Ward 8
- **Martin Luther King Ave and Alabama Ave Corridor** (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- **South Capital St and Chesapeake St SE Corridor** (Bellevue, Washington Highlands) in Ward 8

FY25 Housing Counseling Services Workplan

Organization Name:	University
Grant Number:	2025-12

Performance Period: 2/1/2025 to 09/30/2025

RFA Service #	Service Area	ected Num	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	NRSA Ward 7 & 8 All Services	Total
A1	HUD Housing Counseling	66	Number of First Time Homebuyers Purchasing Homes	Public Service or NRSA	$32,621.74	$97,865.21	$231,976.80	$362,463.75
A1		132	Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		363	Number of 1:1 Counseling Sessions (Budget & Credit)					
A1		264	Number of unduplicated households					
A1		4620	Number of 1:1 Homebuyer Counseling Sessions					
A1		1133	Number of unduplicated households					
A2	8-Hour Homebuyer Class	20	Number of 8-hour Homebuyer Educations Classes	Public Service or NRSA	$5,685.42	$17,056.26	$40,429.67	$63,171.35
A2		132	Number of Attendees of 8-hour Homebuyer Classes					
A2		93	Number of DHCD Certificates issued					
A3	HPAP (EAHP/NEAHP)	26	Number of HPAP Pre Purchase Orientations conducted	Non-Public Service or NRSA	$19,666.20	$58,998.60	$139,848.55	$218,513.35
A3	(NPS ONLY)	106	Number of Attendees at HPAP Orientations					
A3		132	Number of Files submitted to HPAP Administrators					
A3		3960	Number of 1:1 HPAP Counseling Sessions					
A3		1320	Number of unduplicated households					
A4	IZ/ADU Orientations	26	Number of IZ Orientations Conducted	Public Service or NRSA	$2,796.14	$8,388.41	$19,883.63	$31,068.18
A4		330	Number of Attendees at IZ Orientations					
A4		264	Number of DHCD Certificates issued					
A5	IZ/ADU Income Certifications	165	Number of IZ/ADU Income Cetifications completed	Public Service or NRSA	$932.03	$2,796.09	$6,627.77	$10,355.89
A6	PADD	3	Number of PADD group training/coaching	Public Service or NRSA	$932.04	$2,796.09	$6,627.77	$10,355.90
A6		26	Number of Attendees at PADD group training					
A6		33	Number of 1:1 PADD sessions (if applicable)					
A6		26	Number of unduplicated households receiving 1:1 PADD sessions					
A6		26	Number of PADD Income Certifications					
A7	General Housing Services & Information (Group Training)	99	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
A7		1320	Number of Attendees at Financial Literacy Trainings					
A7			Number of Homebuyer Clubs Meetings					
A7			Total of Attendees at Homebuer Club Meetings					
A7			Number of group trainings or workshops not reported in other categories					
A7			Number of Attendes at group trainings or workshops not reported in other categories					
B10	Eviction Counseling	3	Number of Eviction workshops	Public Service or NRSA	$1,848.07	$5,544.20	$13,141.82	$20,534.09
B10		17	Number of Attendees at Eviction workshops					
B10		7	1:1 Eviction Counseling					
B10		7	Unduplciated households 1:1 Eviction Counseling					
B10			Number referred to Attorney(s) for Legal Services					
B10			Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)					
B10			Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)					
B10		7	Number Evictions Prevented					
B11	SFRR	16	Number of SFRRP Orientations conducted (required)	Public Service or NRSA	$6,524.35	$19,573.00	$46,395.40	$72,492.75
B11		132	Number of 1:1 Intake sessions					
B11		66	Number of unduplicated households					
B11		27	Number of complete applications submitted in SFRRP Portal					
B12	Legal Services for Seniors, Coops and Condos		Senior households receiving legal services	Public Service or NRSA				$0.00
B12	(Law Firm Subrecelpients Only)		Coop Associations receiving legal services					
B12			Condo Associations receiving legal services					
B12			Number of Pro Bono Legal Services Recruited and Retained					
B12			Number of Trainings for Law Firms (Trainings)					
B12			Number of Attendees at trainings for Law Firms (Attendees)					
B12			Number of new partnerships initiated					
B12			Total Number of Trainings to and work with Pro Bono Provided					
B12			Number of outreach presentations conducted					
B12			Number of outreach activities conducted					
B12			Number of Senior Households that received Legal Counsel or Consultation					
B12			Number of Senior households that received Legal Representation					
B12			# of clients helped with Schedule H					
B12			# of clients helped with life planning docs					
B12			# pro bono attorneys engaged in housing-related matters					
B12			# veterans receiving legal counsel/advice					

Marketing		3	Other Tabling Events	Public Service or NRSA				$0.00
Marketing		6600	Flyers Distributed					
Marketing		198	Social Media Posts (Facebook, LinkedIn, Instagram)					
Marketing		27	Mailings					
Marketing			Paid Advertizing (display ads in print)					
Marketing		8	Other--radio ads					
Marketing			Other					
	TOTALS	23309			$94,307.50	$282,921.44	$670,630.96	$1,047,859.90

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit B Budget

- Schedules A (3-1) and A (3-2) for the First Performance Period

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

Rev. 12/09/2024

ORGANIZATION NAME:	University Legal Services
PERIOD OF PERFORMANCE:	2/1/2025-9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	
WARD (If applicable):	
TYPE OF ACTIVITY:	

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$797,744.73	$237,909.71	$1,035,654.44
Accounting Consultants	$2,438.05	$6,266.67	$8,704.72
Space	$65,000.00	$209,244.00	$274,244.00
Utilities	$4,000.00	$7,533.33	$11,533.33
Telephone	$3,000.00	$5,000.00	$8,000.00
Consumables	$10,100.00	$39,200.00	$49,300.00
Marking & Outreach	$6,000.00	$0.00	$6,000.00
Storage	$7,403.59	$16,800.00	$24,203.59
Triple Net Lease	$33,350.00	$0.00	$33,350.00
Internet	$2,263.54	$0.00	$2,263.54
Due/Subscription	$20,000.00	$22,000.00	$42,000.00
Credit Report-NE/SE/MH	$1,300.00	$0.00	$1,300.00
Total Direct Cost	$952,599.91	$543,953.71	$1,496,553.62
Total Indirect Costs (De Minimis Cost Rate 15%)	$95,259.99		$0.00
Total Costs	$1,047,859.90	$543,953.71	$1,496,553.62

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 12/09/2024

ORGANIZATION NAME:	University Legal Services
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 to 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Number of Hours	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
Personnel Subtotals						$664,787.28
				Fringe Benefits (Max 20%)		$132,957.46
				Total NBAP Grant Personnel Costs		$797,744.73

Exhibit C Required Reporting

- Monthly Performance Report
- Monthly Report of Group Trainings
- Monthly Report on Outreach and Marketing Activities
- Monthly Reporting of Special Activities
- Monthly Reporting of changes in personnel relative to grant work and payroll
- Quarterly Beneficiary Data
- Quarterly Language Access Report
- Quarterly Data Report

DC Department of Housing and Community Development

Deadline 00/00/0000

FY25 RFA: Housing Services

SHOW PROGRAM OVERVIEW | SHOW PROGRAM REQUIREMENTS | SHOW RFA SECTION 3.2 - HOUSING SERVICES: DESCRIPTION OF HOUSING PROGRAMS AND SERVICES | SHOW LIBRARY | HIDE ZOOMGRANTS HELP | SHOW ANNOUNCEMENTS 1

ZoomGrants Help [hide this]

Creating a New Application to Submit
The 'Saving' screen is still flashing...now what?
Missed Deadline FAQs
Invite Collaborators to Work on Application

Applicant View

Application Status: Not Submitted

Basic Information | Part I and II-Application Narrative Questions | Budget | Organizational and Financial Capacity | Required Attachments | Activity Log

Report: **OVERDUE** | Report Totals

Ask a Report Question

(answers are saved automatically when you move to another field)

Instructions Show/Hide

As in the past, Performance Reporting is divided into three sections:

- **Workplan Metrics** (numbers only),
- **Accomplishment Narrative** (Text Boxes), and
- **Various uploads** (spreadsheets usually).

This data is extremely important. Reports can affect performance goals and funding. Your reports are used to report to the City Administrator, the Mayor (including DMPED) and to the District Council and its Committee on Housing. Where uploads are required, **use excel files or Word files.** This will allow your information to be uploaded into the database and reported to District leaders.

For **Workplan Metrics,** use only numbers or leave it blank**. Letters such as N/A are to be avoided.** This will make your report impossible to be uploaded in the DHCD database and will require your corrections. Only numbers zero (0) and above can be used. If a metric is left blank, it will be treated as a zero.

In the **Accomplishment Narrative**, text boxes are provided to provide statements of activities or the information requested. In the first Report, please answer Question 22 (Points of Contact) with all points of contact for the areas mentioned. Thereafter in subsequent months, if there are no changes, it is okay to say, "No Changes". The same is true for Question 21 (staffing). Please answer Question 23 (Success Stories), Question 24 (Good News), Question 25 (Other DC agencies and initiatives). Question 26 is important. Remember the RFA asked applicants to align outreach to the Focus Areas mentioned on pages 33 and 34 of the RFA. Mentioning specific Focus Areas in the narrative for Q26 is helpful.

The **Document Upload** section is where excel spreadsheets (usually, sometimes Word Documents) are uploaded. **PDFs cannot be uploaded into database.** [The District of Columbia is fortunate to have many DC Based Programs such as HPAP, IZ/ADU, PADD, SFRRP, TOPA, HRA/RAD related activities, as well as direct services to tenants and tenant groups, and services to Condo/Coop Associations. DHCD staff need monthly reporting in order to better do their work and respond to the needs of DC citizens. These reports are shared directly with the appropriate program manager.]

There three areas of your activities will be reported on a monthly basis to help us meet our HUD and DC Government requirements and the needs of DC residents.

Reporting for Fiscal Year 2025 will begin with Report # 1. The end of Government's fiscal year (9/30/2025) will conclude with Report # 10 and the close-out of FY25 Purchase Orders. The complete schedule is below for the monthly report.

Other Reporting: Beneficiary Data and Language Access

Other reports are also required. These include **Beneficiary Report** and **Language Access Report.** These two reports are required on a quarterly basis. These reports will not be answered within ZoomGrants. The Office of Program Monitoring will provide the spreadsheets to use for these quarterly reports. Please see your Grant Agreement for additional information about the monthly and quarterly reports. Please note, the Beneficiary Report corresponds to the sources and uses of your Grant Agreement. A separate Beneficiary Report is needed for each type of funding awarded: Public Service (PS), Non-Public Service (NPS) and NRSA Wards 7 & 8 PS and NPS.

These quarterly reports will be due:

Oct/Nov/Dec 2/24/2025

Jan/Feb/March 4/10/2025

April/May/June 7/10/2025

July/August/Sept 10/10/2025

Please note we cannot extend these deadlines since they are HUD's deadlines and not in our control. Please submit your report on schedule.

Please remember HUD views reporting and reimbursement requests as inseparable and therefore to be coordinated at the same time. Please avoid not filing on the deadline.

Monthly Reporting on Performance and Accomplishments

Report Number Period Covers Due Date

Report Number	Period Covers	Due Date	Notes
Report 1	FY25 Q1 (Oct/Nov/Dec)	03/03/2025	
Report 2	January	03/03/2025	
Report 3	February	03/10/2025	
Report 4	March	04/10/2025	
Report 5	April	05/10/2025	
Report 6	May	06/10/2025	
Report 7	June	07/10/2025	
Report 8	July	08/10/2025	
Report 9	August	09/10/2025	
Report 10	September	10/10/2025	

In ZoomGrants reporting, there are data questions. Please enter only a whole number. If a particular question doesn't apply to your statement of work and workplan, please enter zero. The narrative questions also require a response. If there is nothing to report in the narrative, please enter a statement such as "No changes" or "Not applicable".

Report 1: **3/3/2025** Report 2: **3/3/2025** Report 3: 3/10/2025 Report 4: 4/10/2025 Report 5: 5/10/2025

Report 6: 6/10/2025 Report 7: 7/10/2025 Report 8: 8/10/2025 Report 9: 9/10/2025 Report 10: 10/10/2025

Report 1: 3/3/2025

This report is OVERDUE. Submit Report 1

Agency

This is a branching question. The system will remove questions that do not apply to you based on your answer to Question #1.

Please disregard the number sequencing.

1. Identify Your Agency Name

This is a branching question. Only the questions that apply to your agency will appear.

- ○ CARECEN-Central American Resource Center
- ○ Centro de Apoyo Familar

- ○ Greater Washington Urban League, Inc.
- ○ Housing Counseling Services
- ○ Latino Economic Development Corporation of Washington DC
- ○ Legal Counsel for the Elderly
- ○ Lydia's House in Southeast, Inc.
- ○ Manna, Inc.
- ○ Marshall Heights Community Development Organization, Inc.
- ○ Mi Casa
- ○ Neighborhood Legal Services Program of the District of Columbia
- ○ University Legal Services

Workplan Accomplishment Metrics

2. A1: HUD Housing Counseling

Ignore the auto-total number.

Number of First Time Homebuyers Purchasing Homes

Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)

Number of 1:1 Counseling Sessions (Budget & Credit)

Number of unduplicated households

Number of 1:1 Homebuyer Counseling Sessions

Number of unduplicated households

3. A2: 8-Hour Homebuyer Class

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of 8-hour Homebuyer Educations Classes

Number of Attendees of 8-hour Homebuyer Classes

Number of DHCD Certificates issued

4. A3: HPAP (EAHP/NEAHP)

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of HPAP Pre Purchase Orientations conducted

Number of Attendees at HPAP Orientations

Number of Files submitted to HPAP Administrators

Number of 1:1 HPAP Counseling Sessions

Number of unduplicated households

5. A4: IZ/ADU Orientations

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of IZ Orientations Conducted

Number of Attendees at IZ Orientations

Number of DHCD Certificates issued

6. A5: IZ/ADU Income Certifications

Ignore the auto-total number.

Number of IZ/ADU Income Cetifications completed

7. A6: PADD

Ignore the auto-total number.

Number of PADD group training/coaching

Number of Attendees at PADD group training

Number of 1:1 PADD sessions (if applicable)

Number of unduplicated households receiving 1:1 PADD sessions

Number of PADD Income Certifications

8. A7: General Housing Services & Information (Group Training)

Ignore the auto-total number.

Number of Financial Literacy Trainings (including but not limited to credit & budgeting)

Number of Attendees at Financial Literacy Trainings

Number of Homebuyer Clubs Meetings

Total of Attendees at Homebuer Club Meetings

Number of group trainings or workshops not reported in other categories

Number of Attendes at group trainings or workshops not reported in other categories

9. B8: General Home Management (Post Purchase Non-Delinquent)

Ignore the auto-total number.

Number of Homeownership Preservation Workshops

Number of Attendees at Homeownership Preservation Workshops

Number of Post-Purchase Workshops (not including Homeownership Preservation)

Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)

Number of 1:1 Post-Purchase Counseling Sessions

Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions

10. B9: Foreclosure Counseling

Ignore the auto-total number.

Number of Foreclosure Workshops

Number of Attendees at Foreclsoure Workshops

Number of 1:1 Foreclosure Counseling Sessions

Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number of Foreclsoures Prevented

11. B10: Eviction Counseling

Ignore the auto-total number.

Number of Eviction workshops

Number of Attendees at Eviction workshops

1:1 Eviction Counseling

Unduplciated households 1:1 Eviction Counseling

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number Evictions Prevented

12. B11: SFRR

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of SFRRP Orientations conducted (required)

Number of 1:1 Intake sessions

Number of unduplicated households

Number of complete applications submitted in SFRRP Portal

13. B12: Legal Services for Seniors, Coops and Condos

Ignore the auto-total number.

Senior households receiving legal services

Coop Associations receiving legal services

Condo Associations receiving legal services

Number of Training for Law Firms

Number of Attendees at law firm training

Number of outreach activities

Number of new partnerships initiated

Number of clients helped with Schedule H

Number of clients helped with life planning docs

Number pro bono attorneys engaged in housing-related matters

Number veterans receiving legal counsel/advice

14. B13: Technical Assistance for Coop

Ignore the auto-total number.

Number of Co-Op Associations receiving Technical Assistance

Number of Action Plans written for Co-Op Associations

Number of Successful Outcomes for Co-Op Associations

Number of Asset Management Improvement Services Provided for Co-Op

Number of Asset Management Tactical Support Services Provided to Co-Op

Number of Consultative Services Provided to Co-Op Associations and Clients

Number of Legal Assistant Services provided to Distressed Co-Op Associations

Number of Organization Sustainability Tactical Support Services Provided to Co-Ops

Number of Ownership Educations Sessions provided to different ownership models including shared equity

Number of Relocation Plans completed and accepted for Co-Ops

Numbers of Trainings on Board Operations Governance & Management to Co-ops

Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management

Number of written Asset Management & Sustainability Plans for Co-Ops

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Co-Op Associations

Number of Associations (Coops) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Co-Op Associations

15. B13: Technical Assistance for Condo Associations

Ignore the auto-total number.

Number of Condo Associations receiving Technical Assistance

Number of Action Plans written for Condo Associations

Number of Successful Outcomes for Condo Associations

Number of Asset Management Improvement Services Provided for Condo

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo

Number of Asset Management Tactical Support Services Provided to Condo

Number of Legal Assistant Services provided to Distressed Condo Associations

Number of Consultative Services Provided to Condo Associations and Clients

Number of Organization Sustainability Tactical Support Services Provided to Condo Associations

Number of Relocation Plans completed and accepted for Condo Associations

Numbers of Trainings on Board Operations Governance & Management to condo associations

Number of written Asset Management & Sustainability Plans for Condo Associations

Number of Associations (Condos) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Condo Associations

16. B14: Technical Assistance for Small Apartment Owners (25 units and less)

Ignore the auto-total number.

Number of Inquiries Received

Number of Owners/Managers receiving Services

Number of Action Plans Written

Number of Action Plans Implemented/Completed

Number of Owners/Managers needing Asset Management Guidance

17. C15: TOPA Pre-Purchase Counseling & Training

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Meetings with Tenant Association

Number of Attendees at TOPA Meetings

Number of TOPA Training Workshops to Tenants

Number of Attendees at TOPA Training Workshops

18. C16: TOPA Post-Purchase Counseling & Training

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Post Purchase Training Workshops

Number of Attendees at TOPA Post Purchase Workshops

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

19. C17: Tenant Counseling for HRA - Rental Accommodation Division

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

Number of Attendees at group training/coaching

20. Marketing & Outreach

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Housing Fairs

Other Tabling Events

Flyers Distributed

Social Media Posts (Facebook, LinkedIn, Instagram)

Mailings

Paid Advertising (display ads in print)

Other

Accomplishment Narrative

21. Staffing Information: Any changes (terminations or new hires) in staff members who are on the grant? Or in the Executive Leadership or Management Team? Number of HUD Certified Counselors (expressed as FTEs) on staff at the

end of this reporting period?

Maximum characters: 1000. You have 1000 characters left.

22. Who are the current Points of Contact and email for the following: 1) Executive Leader (NOTE: Executive leader is copied on all communication): 2) Grant/Fund Development: 3) Grant/Accounting: 4) Program Managers/Directors/Supervisors:

Maximum characters: 1000. You have 1000 characters left.

23. Please provide us with client success story/stories for this quarter by program. You may provide a link to an article that has been written for other purposes (newsletter, website, or newspaper article).
Redact (use a pseudonym) for any client name or other personal identifying information if you have not received a release.

Maximum characters: 3000. You have 3000 characters left.

24. Any good news to share? Any events and activities coming up? (e.g. obtained other grant funds to leverage DHCD grant, Open Houses, Presentations, Community Events, etc.)
Upload a calendar of upcoming program events (in-person or webinars).

Maximum characters: 3000. You have 3000 characters left.

25. Describe your organization's involvement in other projects or initiatives with other District agencies.

Maximum characters: 3000. You have 3000 characters left.

26. Describe your marketing and outreach during this period. What groups or areas did you market to, numbers, and in what way did you contact them (mail, event, email, personal, media, etc.)?

Maximum characters: 3000. You have 3000 characters left.

27. Describe any specific obstacles (if any) to your organization's program or service delivery during this period?

Maximum characters: 3000. You have 3000 characters left.

Documents Requested *	Required?	Uploaded Documents *	
ALL: Procurement Report, as applicable Download template: Procurement Report			Upload
ALL: Language Access for Outreach and Group Sessions Download template: Language Access for Outreach and Group Sessions	Required		Upload
ALL: Calendar of Next Quarter (3 months) of Orientations, Trainings, Workshops & 8-Hour Classes	Required		Upload
A-2 HBE 8-Hour Class Attendance Certificates Download template: A-2 HBE 8-Hour Class Attendance Certificates			Upload
A-3 Homebuyer Assistance Program Intake Download template: A-3 Homebuyer Assistance Program Intake			Upload
A-4 IZ Orientation Attendance Certificates Download template: A-4 IZ Orientation Attendance Certificates			Upload
B-11 SFRRP Intake Download template: B-11 SFRRP Intake			Upload
C-15 and C-16 TOPA Reporting Download template: C-15 and C-16 TOPA Reporting			Upload
C-17 Training for Tenants and Tenant Organizations Download template: C-17 Training for Tenants and Tenant Organizations			Upload

* *ZoomGrants™ is not responsible for the content of uploaded documents.*

CDBG PUBLIC SERVICE* HOUSING COUNSELING (HC) PROGRAM

HEAD OF HOUSEHOLD DEMOGRAPHICS

IDIS Number	
Community Based Organization (CBO)	
National Objective/Matrix Code	
Project Analyst	
Proposed HOUSEHOLDS TO Serve	
Total HOUSEHOLDS Served	
Difference Used for CAPER Analysis	

Tip #1	Avoid Duplicative Reporting
Tip #2	Complete each cell; even if N/A (Not Applicable)
Tip #3	Do not complete Grayed-Out Cells
Tip #4	Based on HEAD of HOUSEHOLD
Tip # 5	Submit Quarterly
Tip #6	Public Service - HC that cannot show proof a home was purchased.
Tip # 7	OPM - Kelly Ann Morrow, DHCD Grant Management Officer, kelly-ann.morrow@dc.gov

HEAD OF HOUSEHOLD CHARACTERISTICS

Race/Ethnicity/Household Composition	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
White	0	0		0	0																					0	0	0
Black/African American	0	0		0	0																					0	0	0
Asian	0	0		0	0																					0	0	0
Native American/Alaskan Native				0	0																					0	0	0
Native Hawaiian/Other Pacific Islander				0	0																					0	0	0
Native American/Alaskan Native & White				0	0																					0	0	0
American Indian/Alaskan Native & White				0	0																					0	0	0
Asian & White				0	0																					0	0	0
Black/African American & White				0	0																					0	0	0
Native American/Alaskan Native & Black/African American				0	0																					0	0	0
Other Multi Racial				0	0																					0	0	0
Did Not Report				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Income Data (in accordance with HUD Part 5)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
Extremely Low 0-30 %	0			0	0																					0	0	0
Low 31%-50%	0			0	0																					0	0	0
Moderate 51%-80%	0			0	0																					0	0	0
Non-Low/Moderate 81% - 110%				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Additional Data (Does not apply to Single Family Residential Rehabilitation Program)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
With New or Continuing Access to Service or Benefit	0			0	0																					0	0	0
With Improved Access to Service or Benefit				0	0																					0	0	0
Received a Service or Benefit that is No Longer Substandard				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Language Access

The recent Executive Order of the President makes English the Official Language of the United States.

Grantees may translate forms, document, trainings into other languages as they deem appropriate for the benefit of clients.

Grantees may also make provision for clients to have access who are English Proficient/Non-English Proficient (LEP/NEP).

The Language Access line remains available to Grantees. OPM can provide the phone number.

Grantees are encouraged to report on a quarterly basis concerning language accommodation for clients.

Tracking includes:

- Language
- Use of interpreter, bi-lingual staff person or language access telephonic line
- Used on the group basis or individual and the number of each

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit D Method to determine Client Eligibility for Services

Method to determine Client Eligibility for Services:
By Household

DHCD will provide the spreadsheet to use for this Quarterly Report

If a grantee has two or three sources/uses of grant funds, a separate report is needed for each.

Sources/Uses includes

1. Public Services (PS),
2. Non-Public Services (NPS) and
3. NRSA Wards 7 & 8 PS & NPS.

For each the Household report includes:

Section 1

Grantees will provide the following information concerning race/ethnicity which shall be recorded by

- Ward,
- Head of Household,
- Tenant/Owner

White
Black/African American
Asian
Native American/Alaskan Native
Native Hawaiian/Other Pacific Islander
Native American/Alaskan Native & White
American Indian/Alaskan Native & White
Asian & White
Black/African American & White
Native American/Alaskan Native & Black/African American
Other Multi Racial
Did Not Report
TOTAL

Section 2

Also, each household shall be counted by income category using the CDBG income categories and dollar amounts. (See chart in this exhibit.)

Section 3

Lastly, each household shall be counted by CDNG service category.

With New or Continuing Access to Service or Benefit
With Improved Access to Service or Benefit
Received a Service or Benefit that is No Longer Substandard

The Number of Households in each of the above calculations be the same. That is, if 100 households are reported in Section 1, there must be 100 in reported also in Sections 2 and 3.

This procedures is repeated for:

- Non-Public Service Activities
- NRSA Wards 7 & 8 Public Service and Non-Public Service

INCOME LIMITS WITH UNCAPPED LIMITS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
U.S. Department of Housing and Urban Development (HUD) FY 2023
Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	**84,400**	**96,450**	**108,500**	**120,550**	**130,200**	**139,850**	**149,500**	**159,150**

	Median Income	**Family Four Low Income Limit**
DC	**$152,100**	**$95,300**

This grant will consider eligibility based on Household Beneficiary Data

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit E Budget Modification Form

BUDGET MODIFICATIONS

To request a Budget Modification, please reach out to your Point of Contact with Community Services to request the excel file.

The excel file should be returned to Community with the details (below) about your request. You may also send a PDF of the excel file in addition to the excel file itself. The excel is needed to upload to the database.

There should be a cover letter from the Executive Director requesting the modification as outlined in excel file attached. Only the Executive Director as a signatory to the Grant Agreement can request a Budget Modification.

The Excel file will guide you through the process.

The Excel template asks you for each line item in the A 3-2 (Personnel) to indicate the current budget and the requested budget modification for:

- Hourly rate
- Number of Hours to be charged to the Grant (total for the year)

Similarly for the A 3-1 the template asks the current Budget Amount for each line item and the requested modification amount for each line item in the A 3-1.

Each line item in the A 3-1 and A 3-2 must be included in the Modification.

The deadline to request a Budget Modification is June 1st of each year.

The Community Services team is available to provide technical assistance.

Cost Category	Current Budget	Increase (Decrease)	Requested Modificastion Amount
Personnel (Salary & Fringe)	$0.00	$0.00	$0.00
Credit Report	$0.00	$0.00	$0.00
Space	$0.00	$0.00	$0.00
Insurance	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Training	$0.00	$0.00	$0.00
IT Services & Support	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$0.00	$0.00	$0.00
Total Indirect Costs (De Minimis Cost Rate 15%)	$0.00		$0.00
Total Costs	$0.00	$0.00	$0.00

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit F Drug Free Workplace Certification

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code. and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - lll, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. Debarment, Suspension, And Other Responsibility Matters (Direct Recipient)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

1. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F. for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020. Notice shall include the identification number(s) of each effected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and incising termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (1), (c), (d), (e), and (f).

B. The applicant may insert in the space provided below the sites) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Drug-Free Workplace (Grantees who are Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, subpart F, for grantees as defined at 28 CFR Part 67; Sections 67 615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020.

As the duly authorized representative of the applications,
I hereby certify that the applicant will comply with the above certifications.

University Legal Services
220 I Street, NE Ste 130
Washington, D.C. 20002

1. Grantee Name and Address

Housing Counseling Services 2025-12

2. Application Number and/or Project Name

52-0902922

3. Grantee IRS/Vendor Number

Jane M. Brown, Executive Director

4. Typed Name and Title of Authorized Representative

Jane Brown

5. Signature

10/3/24

6. Date

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit G Service Area Eligibility

This grantee provides services to residents of all DC Wards and will focus on the neighborhoods in these corridors where DHCD has invested resources for housing development.

- 16th St NW Corridor near the intersection with Havard St NW (Columbia Heights) in Ward 1
- Georgia Ave and New Hampshire Ave NW Corridor (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- Rhode Island Ave and South Dakota Ave NE Corridor (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 5
- M and South Capitol Streets SW Corridor (Greenleaf/Waterfront) in Ward 6
- Benning Road and Florida Ave NE Corridor (NoMa/Ivy City/Trinidad) Ward 6
- Minnesota Ave and Benning Rd NE Corridor (Benning, Greenway) in Ward 7
- Pennsylvania Ave and Minnesota Aves SE Corridor (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- East Capitol and Benning Rd Corridor (Capital View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- Marion Barry Ave and Martin Luther King Aves SE Corridor (Historic Anacostia, Fairlawn Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- Marion Berry Ave and Alabama Aves Corridor (Skyland, Woodland, Garfield Heights) in Ward 8
- Martin Luther King Ave and Alabama Ave Corridor (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- South Capital St and Chesapeake Aves SE Corridor (Bellevue, Washington Highlands) in Ward 8

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit H Insurance Requirements

DHCD-BILL WINSTON-GRANT FOR VARIOUS COMMUNITY-BASED ORGANIZATIONS HOUSING COUNSELING AND SERVICES AF07082024

INSURANCE

A. GENERAL REQUIREMENTS. The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this grant, the types of insurance specified below. The Grantee shall submit a Certificate of Insurance to the Grant Administrator (GA) giving evidence of the required coverage prior to commencing performance under this grant. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the GA.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Grantee and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this grant, with the understanding that any affirmative obligation imposed upon the insured Grantee or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its subcontractors, and not the additional insured. The additional insured status under the Grantee's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the GA in writing. All of the Grantee's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Grantee or its subcontractors, or anyone for whom the Grantee or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the GA with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the GA in writing), covering liability for all ongoing and completed operations of the Grantee and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an

Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or it's equivalent) to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the GA in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee in connection with work under this agreement, with a minimum combined single limit of $1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Grantee shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Defense costs shall be in addition to and not erode the limits of liability
e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or it's equivalent)

3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

   Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   The Workers Compensation and Employers Liability shall be further endorsed to:
   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

   Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

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   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
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6. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the GA of commercial umbrella or excess liability insurance with minimum limits of $5,000,000 per occurrence and $5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS
Any and all subcontractors engaged by Grantee for work under this agreement shall be required to have the same insured required of Grantee. Should the Grantee wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Grantee shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Grantee. In either instance, the Grantee must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

E. DURATION. The Grantee shall carry all required insurance until all grant work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this grant and two years for non-construction related grants.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the Grantee's liability under this grant.

G. CONTRACTOR'S PROPERTY. Grantee and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.

H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the grant price.

I. NOTIFICATION. The Grantee shall ensure that all policies provide that the GA shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Grantee no long complying with the above requirements. The Grantee shall provide the GA with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the GA with an updated Certificate of Insurance should its insurance coverages renew during the grant. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Grantee at least 30 days' notice of the change. Grantee must comply, at your expense, and deliver to the GA evidence of compliance before the change becomes effective.

J. CERTIFICATES OF INSURANCE. The Grantee must send to GA, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Grantee must also provide us with evidence of renewal before the expiration date of each insurance policy. Grantee is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . Certificates of insurance must reference the corresponding grant number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:
William Winston, Grant Administrator (DHCD)
1909 Martin Luther King Jr Av SE, Washington DC 20020
771-208-9628
Bill.winston@dc.gov

The GA may request and the Grantee shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Grantee expires prior to completion of the grant, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the GA prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the GA on an annual basis as the coverage is renewed (or replaced).

K. DISCLOSURE OF INFORMATION. The Grantee agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Grantee, its agents, employees, servants or subcontractors in the performance of this grant.

L. CARRIER RATINGS. All Grantee's and its subcontractors' insurance required in connection with this grant shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.

M. WARRANTIES. When applicable, the Grantee should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). GA should collect, review for accuracy, and maintain all warranties for goods and services.

Exhibit I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Mayor's Order 2023-131

GOVERNMENT OF THE DISTRICT OF COLUMBIA
ADMINISTRATIVE ISSUANCE SYSTEM

Mayor's Order 2023-131
October 31, 2023
SUBJECT: Updated District Government Sexual Harassment Policy, Guidance, and Procedures

ORIGINATING AGENCY: Office of the Mayor

By virtue of the authority vested in me as Mayor of the District of Columbia by sections 422(2), (3), and (11) of the District of Columbia Home Rule Act of 1973, 87 Stat. 790; Pub. L No. 93-198, D.C. Official Code §§ 1-204.22(2), (3), and (11), it is hereby **ORDERED** that:

I. PURPOSES AND BACKGROUND

This Order incorporates provisions of, updates, and supersedes Mayor's Order 2017-313, dated December 18, 2017, regarding sexual harassment in District of Columbia ("District") Government workplaces.

In addition to providing procedural updates to the District's sexual harassment policy, this Order establishes and directs the Sexual Harassment Task Force to further examine the District's sexual harassment policies and provide recommendations to further the goal of a harassment-free workplace; establishes obligations of District Government employees; adds Mayor's direct reports to those required to be referred for outside investigation of sexual harassment; and bans all sexual and romantic relationships between supervisors and the employees in their chain of command.

This Order reaffirms that the District Government does not tolerate any form of inappropriate workplace conduct including sexual harassment, nor does it tolerate sexual harassment in non-employment interactions between District Government employees and the public. Sexual harassment is recognized as one of the most unjust, demeaning, and demoralizing examples of workplace misconduct.

This Order also requires that employees be trained on sexual harassment every year and provides additional specificity as to the qualifications and role of Sexual Harassment Officers.

Further, this Order directs agency compliance with the Sexual Harassment Data Collection and Reporting Act of 2022, D.C. Law 24-171, D.C. Official Code § 1-546.01, and clarifies, consistent with the Human Rights Enhancement Amendment Act of 2022, D.C. Law 24-172, D.C. Official Code § 2-1402.11(c-2), the definition of sexual harassment.

II. INDIVIDUALS AND ENTITIES COVERED

A. Prohibitions and Protections

1. This Order is intended broadly to prohibit sexual harassment in all interactions with District Government employees and officials and persons acting on behalf of the District Government, and to facilitate speedy investigation and non-monetary remedial action including warnings to stop offensive behavior, additional training, reassignments, and personnel and contract actions.

2. The District of Columbia prohibits workplace sexual harassment by all District Government employees and officials. The prohibition applies to harassment of other employees and officials and to harassment of third parties

and members of the public interacting with the District Government, such as vendors, contractors, grantees, customers, clients, and other persons visiting or working at District Government worksites or service sites inside and outside District Government agencies.

3. Likewise, contractors and grantees carrying out work on behalf of the District Government shall not sexually harass colleagues who carry out work on behalf of the District Government; District Government employees; or customers, clients, or beneficiaries of the services the contractors and grantees provide on behalf of the District Government; and those clients, customers, beneficiaries, employees, and colleagues may file complaints that trigger sexual harassment investigations and possibly remedies. Remedies may include requiring the contractor or grantee to use alternate personnel to provide services, and other remedies available under the contract or grant agreements up to and including contract or grant termination or non-renewal of the grant or contract.

4. In addition, sexual harassment by District Government clients, customers, or visitors against District Government employees, contractors, or grantees, or other clients, customers, or visitors, at District Government worksites or service sites, is prohibited and complaints made against District Government employees who sexually harass contractors, grantees, agency clients, customers or visitors, upon investigation, may result in discipline of the employee and accommodations of the contractor, grantee, customer or visitor, such as having another government official assigned to the matter.

5. In the course of their duties as members of District of Columbia boards and commissions, board and commission members are bound by the prohibitions, procedures, and deadlines set forth in this Order.

6. Not every procedure set forth in this Order applies to persons not working for the District Government.

B. Scope

1. Laws prohibiting sexual harassment apply throughout the District Government. The agencies listed below should either use the training, procedures, information, and processes provided in this Order, or their own, similar ones. To the extent District law requires centralized reporting, the reporting requirements in this Order apply to all agencies.

2. Those agencies include the Office of the Attorney General, the Office of the Chief Financial Officer, the Board of Elections, the Zoning Commission, the Public Service Commission, the Commission on Arts and Humanities, the Washington Convention and Sports Authority (Events DC), the Board of Education, the University of the District of Columbia, the DC Public Library, the DC State Athletics Commission, the Public Charter School Board and public charter schools, the Office of the People's Counsel, the District of Columbia Water and Sewer Authority (DC Water), the Green Finance Authority, the Health Benefit Exchange Authority, the Not-for-Profit Hospital Corporation, the Contract Appeals Board, the DC Retirement Board, the Office of Employee Appeals, the DC National Guard, the Criminal Justice Coordinating Council, the Office of Police Complaints, the Corrections Information Council, and the Uniform Law Commission.

3. This Order does not apply to the Council of the District of Columbia, Advisory Neighborhood Commissions, or the DC Courts, and agencies and offices subordinate to them.

III. SEXUAL HARASSMENT

A. Through the Human Rights Enhancement Amendment Act of 2022, D.C. Law 24-172, effective September 21, 2022; D.C. Official Code § 2-1402.11(c-2), the Council has, in the employment context, expanded the definition of "harassment" and "sexual harassment" under the D.C. Human Rights Act to provide that sexual harassment includes conduct of a sexual nature, "whether direct or indirect, verbal or nonverbal, that unreasonably alters an individual's terms, conditions, or privileges of employment or has the purpose or effect of creating an intimidating, hostile, or offensive work environment."

B. In addition, sexual harassment includes "sexual advances, requests for sexual favors, or other conduct of a sexual nature where submission to the conduct is made either explicitly or implicitly a term or condition of employment or where submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual's employment." This is sometimes referred to as quid pro quo sexual harassment.

C. In determining whether sexual harassment has taken place, the D.C. Human Rights Act states that "conduct need not be severe or pervasive to constitute harassment" and that "no specific number of incidents or specific level of egregiousness is required."

D. Examples of conduct that can contribute to or constitute sexual harassment or an intimidating, hostile, or offensive work environment include:

1. Sex acts;

2. Display of sexual organs;

3. Using sexually oriented or sexually degrading language describing an individual or their body, clothing, hair, accessories, or sexual experiences;

4. Sexually offensive comments or off-color language, jokes, or innuendo that a reasonable person would consider to be of a sexual nature, or belittling or demeaning to an individual or a group's sex, sexual orientation, or gender identity;

5. "Sexting" or seeking or sending pictures of intimate body parts;

6. Taking or displaying pictures of body parts meant to be covered up (such as "upskirting" pictures);

7. Displaying or disseminating sexually suggestive objects, books, screensavers, magazines, photographs, music, cartoons, or computer internet sites or references;

8. Unnecessary and inappropriate touching or physical contact, such as intentional and repeated brushing against a colleague's body, touching or brushing a colleague's hair or clothing, massages, groping, patting, pinching, or hugging, that a reasonable person would consider to be of a sexual nature;

9. Leering, ogling, or making sexually suggestive gestures or sounds, such as whistling or kissing noises;

10. Making inquiries about someone's private sex life or describing one's own sex life;

11. Workplace sexual comments, conduct, displays and suggestions between two willing parties in the presence of another that are inconsistent with professional workplace norms;

12. Any unwanted repeated contact, including, but not limited to in-person, or telephonic, for romantic or sexual purposes;

13. Giving a preference to someone who is engaged in a dating, romantic, or sexual relationship based on the relationship to the disadvantage of someone who is not engaged in a dating, romantic, or sexual relationship; and

14. Sexual assault, stalking, trapping someone such that they are not free to leave and a sexual encounter is expected or threatened, threats of bodily harm relating to sex or the refusal to have sex, or other crimes related to acts of sexual harassment.

E. Further, the District may treat some conduct of a sexual nature as misconduct, even when it does not rise to the level of unlawful sexual harassment actionable under the D.C. Human Rights Act. As an example, an employee who tends to greet people with a hug may have been warned that the conduct was offensive to some employees and then hugs an employee whom they have not seen in many months. The conduct may not rise to the level of "unreasonably altering the individual's terms, conditions, or privileges of employment," but it could constitute misconduct since they had been warned that some employees associate hugging with unwanted sexual contact that is offensive in the work environment.

IV. DATING, ROMANTIC, AND SEXUAL RELATIONSHIPS IN THE WORKPLACE

A. Prohibitions

1. Prohibitions on certain dating, romantic, or sexual relationships in the workplace exist to prevent real or perceived impropriety, favoritism, conflicts of interest due to power dynamics, control of an employee's assignments and performance reviews, as well as to advance fairness for all other employees, contractors, grantees, and clients. Even consensual dating, romantic, or sexual relationships can generate allegations of favoritism based on sexual relationships or sexual harassment by one of the parties or a third party. Relationships, or aspects of relationships, that may be perceived as consensual by one party may be considered coerced or harassing by the other party due to power dynamics, and relationships that start consensually may evolve into sexual harassment.

2. Subject to the conditions and implementation procedures discussed in this Order, it is now the policy of the District Government that a dating, romantic, or sexual relationship between a supervisor and any employee in the chain of command they supervise – whether supervision is direct or indirect, operational or situational – is prohibited. Note that chain of command in this definition may span agencies or divisions within an agency.

3. In addition, District Government employees shall not initiate a dating, romantic, or sexual relationship with trainees, recruits, or interns, regardless of the employee's assignment in relation to the trainee, recruit, or intern if the employee is in the same agency as the trainee, recruit, or intern.

4. Further, this Order prohibits dating, romantic, and sexual relationships when they are prohibited by applicable professional or ethical standards, such as lawyer-client, doctor-patient, or social worker-client.

5. District Government employees shall not participate personally and substantially in particular matters that affect or could affect the financial interests of someone with whom they are in a dating, romantic, or sexual relationship, whether that person is an employee, grantee, contractor, or client of the agency.

B. Designation of Person or Committee to Resolve Issues Surrounding Workplace Relationships; Existing Relationships

1, By November 17, 2023, District Government agency directors shall designate their own agency human resources agency/officers, another appropriate officer, or an office or committee to receive disclosures of relationships and resolve workplace issues arising from any prohibited dating, romantic, or sexual relationship on a case-by-case basis consistent with this Order; absent such a designation, disclosures shall be made to the Director.

2. By December 8, 2023, existing relationships that fall within the prohibitions of this Order must be disclosed to the designee identified in subsection IV.B.1. of this Order, in the manner specified by their agency or on a form to be created by DCHR, whereupon the situation will be evaluated and a resolution determined.

3. Resolution may involve giving the employees a defined but reasonable time to find a new position where the relationship is not implicated by this Order; shifting reporting structures to take the relationship out of a prohibited status; or establishment of recusal structures when the employees do not work in the same agency or division but they heretofore were in situational or operational chains of command.

4. To the extent adjustments are made in work sites or shifts, reporting structures, job duties or any other factor for one or both of the persons in the relationship, agencies shall endeavor to afford such options on a voluntary basis for all concerned, particularly if an employee not involved in a prohibited relationship is affected by any proposed accommodation of the relationship.

5. If no satisfactory resolution of the prohibited relationship can be reached, the persons in a dating, romantic, or sexual relationship may request a waiver of the provisions of this Order. Waiver requests shall be submitted to the Mayor and shall be accompanied by a recommendation from the agency or agency designee. Waiver requests may include any information relevant to the determination and shall be on a form to be created by the Department of Human Resources ("DCHR").

6. Agencies may make reasonable efforts to assist with a transfer or reassignment, without prejudicing either employee (or any other employee), but it is not the responsibility of the personnel authority or the agency to restructure their agency operations or find a new position for someone in the relationship. No agency is required to grant a request or application for a transfer.

7. Agencies may promulgate regulations or policies consistent with this Order to effect its implementation and to provide consistent treatment for employees facing this situation, though each relationship may pose unique issues. Agencies may also issue rules explaining in more detail for their agencies' employees and contractors how terms such as "dating," "chain of command" and "trainee" are to be interpreted considering their agency's operations. Agencies may prohibit dating, romantic, or sexual relationships with their own clients or clients of the agency or a subset of the agency, as the agency deems appropriate to prevent factual or perceived impropriety or favoritism. For instance, an agency with both social workers and non-licensed employees providing case work to agency clients could extend the ban on dating and sexual relationships with clients to their non-licensed employees, to hold them to the same professional standards as their licensed colleagues.

8. By December 12, 2023, agencies shall report the number of disclosed relationships to the Mayor's Office of Legal Counsel ("MOLC") and the contact information of the person handling requests for accommodation, for consideration by the Sexual Harassment Taskforce.

C. Disclosure of Relationships

1. In addition to the disclosures of existing relationships required by Section IV.B., if by promotion or agency reorganization or other circumstance, two employees in a dating, romantic, or sexual relationship would fall into a prohibited relationship status, their relationship must be disclosed as soon as the possibility of falling into prohibited status is realized by either person in the relationship.

2. If there is a reasonable likelihood that someone would raise a credible charge that there was or could be preferential treatment based on a dating, romantic, or sexual relationship that is not in a chain of command, then the employees involved in the dating, romantic, or sexual relationship must also report their relationship to the person or office designated pursuant to Section IV.B. Such reporting is necessary for consideration of whether additional safeguards are necessary and whether the prohibition on relationships based on situational supervision is implicated.

D. New Relationships

Generally, if two persons in a chain of command wish to begin a dating, romantic, or sexual relationship with each other, one party to the relationship should apply for a transfer or otherwise seek employment that eliminates the supervisory relationship before the relationship begins so that no prohibited relationship commences. For example, a supervisor may be transferred to another supervisory role so that they are not in the chain of command with the other person.

E. Conduct

1. District Government employees in a dating, romantic, or sexual relationship with another District Government employee, or client/customer of their agency, or grantee or contractor of their agency, shall conduct themselves in an appropriate manner while on duty and shall not engage in behavior that detracts from a professional work environment.

2. Any sexual activity at work sites or during an employee's working hours, regardless of location, is prohibited.

F. Violations

A violation of a provision of this Order regarding dating, romantic, or sexual relationships may not constitute sexual harassment as defined above, but an employee who engages in a prohibited relationship under Section IV.A. of this

Order or fails to disclose a relationship that is required to be disclosed shall be subject to appropriate personnel action, up to and including termination.

G. Legal Representation

If legal action is commenced against the District of Columbia and/or a supervisor who engaged in a dating, romantic, or sexual relationship with an employee, or a person engaged in a potentially-conflictual relationship, the existence of the sexual or romantic relationship will be a factor in the District of Columbia's decision to provide legal representation to the supervisor or the employee(s) engaged in a relationship.

V. PROCEDURES FOR STOPPING SEXUAL HARASSMENT; REPORTING AND INVESTIGATING SEXUAL HARASSMENT CLAIMS

A. Employee Obligations

1. District Government employees are bound by the principles set forth in the Code of Conduct at 6B DCMR §§ 1800.2–1800.4 and are expected to act at all times in a manner reflecting their roles as public servants. Depending on an employee's role in the District Government, the obligations regarding the prevention of sexual harassment may differ. "Employees" for the purpose of this Order include contractors engaged by the District Government performing work on behalf of the District similar to that as its employees, such as at District worksites.

2. All employees are obligated to:

a. Refrain from engaging in behavior that constitutes sexually harassing conduct;

b. Refrain from initiating or conducting a prohibited dating, romantic, or sexual relationship as described in Section IV.A. of this Order;

c. Disclose their own dating, romantic, or sexual relationships with other employees if required in Section IV.D. of this Order;

d. Affirm their agreement to comply with this Order;

e. Complete annual sexual harassment training;

f. Cooperate fully in any inquiry or investigation into an alleged violation of this Order; and

g. Refrain from any behavior that may call into question the impartial and harassment-free provision of services to constituents, agency clients or customers, contractors, or grantees.

3. Supervisors should take particular care to avoid conduct that could lead to allegations of sexual harassment, considering time, place, and situations of interactions with employees.

B. Employee Communication

1. To avail themselves of the procedures and protections of this Order, when a District Government employee finds conduct unwelcome, intimidating, or offensive, they may: (a) tell the person who is engaging in offensive or inappropriate sexual conduct to stop and that such conduct is unwelcome; or (b) ask the employee's supervisor, General Counsel, or Sexual Harassment Officer to advise the person that the conduct is offensive and unwelcome; or (c) proceed immediately to file a complaint of sexual harassment under this Order.

2. Employees and others engaged in intervention are encouraged to document all intervention efforts or requests to cease reported inappropriate sexual conduct, including conversations, texts, or email exchanges.

C. Reporting Allegations of Inappropriate Conduct of a Sexual Nature or Sexual Harassment

1. All District Government employees are encouraged to help ensure that District Government workplaces are free of sexual harassment. Employees who know of incidents of inappropriate conduct of a sexual nature, as well as behavior that may create an intimidating, hostile, or offensive work environment, or who are victims of inappropriate conduct of a sexual nature, should report the inappropriate conduct.

2. Employees may report to the Sexual Harassment Officer ("SHO") of their agency or any other agency, or the supervisor or manager of the employee engaging in inappropriate conduct, to their own supervisor, or to the agency General Counsel. Contractors, grantees, and customers of agencies may report allegations of inappropriate conduct of a sexual nature to the SHO of the relevant agency or any other agency, the relevant agency's General Counsel, the supervisor of the employee who engaged in the alleged inappropriate conduct, or their grant or contract administrator.

3. Allegations of sexual harassment against the Mayor, City Administrator, Mayor's Chief of Staff, Mayor's Senior Advisor, Director of the MOLC, any Deputy Mayor, or any official who directly reports to the Mayor, shall be referred to the Inspector General to determine if the allegation is credible, in which case it shall be referred for independent investigation. Such investigations shall be carried out by an entity outside the District Government and those reports shall be provided to MOLC (or the City Administrator if the allegation is against the Director of the MOLC) and the Inspector General.

D. Agency Responsibilities

1. Sexual Harassment Officers ("SHOs") and Investigations

a. Each Deputy Mayor's Office and each agency shall designate a primary SHO and an alternate SHO and shall update the designations, as needed, on an ongoing basis. Each agency shall provide the names of its SHOs to DCHR, and DCHR shall maintain a current District-wide list of agency SHOs. Further, pursuant to D.C. Official Code § 1-546.01(2), SHOs shall be registered with the Office of Human Rights ("OHR").

b. SHOs shall be trained and qualified to serve. To be qualified to serve as a SHO, individuals must have taken and continue to take annual training provided by DCHR and OHR. SHOs may but are not required to be an agency's Equal Employment Opportunity ("EEO") officer, or human resources manager; they must be competent in EEO laws and be designated by the agency to accept sexual harassment complaints and to review and investigate claims. SHOs need not be attorneys.

c. The primary and alternate SHOs for a smaller agency may be employees of another agency (i.e., the SHO of a larger agency may serve as the SHO for a smaller agency). An agency of any size may also obtain assistance from another agency's SHO in handling a particular investigation, including having another agency's SHO carry out an investigation, where there is a possibility of the appearance of a conflict of interest, or for administrative convenience. For the purposes of this Order, a smaller agency availing itself of this option will still be referred to as the "agency."

d. A person seeking to report a violation of this Order may file with any agency SHO, not solely the SHO at their agency or the agency at which the alleged sexual harassment occurred. Persons filing complaints, however, are not entitled to have the investigation conducted by the person of their choosing.

e. If a complaint is reported to someone other than the SHO, the person receiving the complaint must notify the agency SHO, unless giving notice would raise conflict of interest concerns, in which case the person must notify the agency General Counsel.

f. Unless the complaint is against the agency General Counsel, the SHO shall immediately notify the agency's General Counsel of the complaint, and the General Counsel shall thereafter notify the Mayor's Office of Legal Counsel ("MOLC"). The SHO may consult with the agency's General Counsel, or the General Counsel's designee, for legal guidance on conducting the investigation and shall notify the General Counsel of any issue that may require higher-level support. If the complaint is against the General Counsel, the SHO shall notify the MOLC directly.

g. SHOs should review DCHR's SHO training materials before initiating an investigation. DCHR has training materials on duties to inform the bargaining unit, the right to union representation during investigatory questioning, assessing credibility, unconscious bias, conducting interviews, gathering evidence, protecting confidentiality, preservation of evidence, when to stop an investigation and refer a matter for criminal investigation and more.

h. The primary function of a SHO is to accept complaints alleging violations of this Order and to gather, investigate and review the factual basis of the claim(s). SHOs may corroborate or refute factual allegations; SHOs may provide impressions and evidence regarding the credibility of witnesses. They weigh such evidence and may take into account their impressions of the credibility of witnesses. Ultimately, SHOs make and submit to the appropriate agency Director recommended determinations of whether the allegations are substantiated or are not substantiated. They are not to make legal conclusions about whether sexual harassment occurred.

i. Investigations of allegations of inappropriate conduct of a sexual nature shall be conducted, and the associated investigation report completed, as soon as practicable, within sixty (60) days after the filing of the report of the alleged sexual harassment, absent unusual circumstances.

j. The investigative report shall include a description of the allegations, a description of the SHO's investigation, a description of the evidence adduced by the SHO, and the SHO's recommended determination as to whether the allegations were substantiated. The SHO shall transmit the report to the Director or agency Director's designee and General Counsel of the agency where the alleged harasser is employed.

2. Interim Remedial Actions

a. Pending the completion of the SHO investigation and report, the issuance of the agency report, and the imposition of any disciplinary action, and to protect the rights of the alleged victim as well as the alleged harasser, the agency may take temporary personnel actions that do not result in any adverse employment action to either party.

b. When an agency becomes aware of an allegation of misconduct of a sexual nature, the agency shall notify the alleged harasser of the reported behavior and may demand that the alleged behavior cease immediately and not be repeated.

c. The agency shall take such other remedial steps as it deems appropriate to mitigate the possibility of the alleged harassing conduct continuing.

d. Interim remedial actions are administrative rather than disciplinary and may include, but are not limited to, transfers, reassignment of duty station, changed shifts, duties or reporting requirements, mandatory administrative leave with pay, or other appropriate measures that do not result in reduction of pay, demotion in title or responsibility, or other loss of employee benefits. In general, the agency should avoid moving the alleged victim or changing the alleged victim's shift, or taking similar action affecting the alleged victim, unless the alleged victim requests the action; if the agency takes such an action absent a request from the alleged victim, the agency should make clear to the alleged victim that the action is being taken in pursuit of an effective and prompt stop to any alleged harassment, and not in retaliation for reporting the alleged harassment.

e. Personnel authorities are encouraged to find alternative, reasonably comparable placement during the pendency of an investigation for the accuser or accused in lieu of administrative leave with pay, where possible and if consistent with any collective bargaining agreements.

3. Post-SHO Investigation Agency Actions

a. The agency Director or agency Director's designee may reject a SHO report and return it to the SHO for further investigation, information, documentation, or analysis if the agency Director or designee

considers the report to be incomplete, inadequate, or otherwise unacceptable.

b. If the report is not rejected, the agency Director, or the agency Director's designee, within fourteen (14) days of receiving the SHO's report, shall issue an agency report that accepts, modifies, or rejects the SHO's findings and substantiation recommendations, describes the rationale for any such modifications or rejections, and makes conclusions as to whether the substantiated allegations constitute a violation of this Order. The SHO report shall be included as an attachment to the agency Director or designee's report. The agency Director or designee shall consult with the agency's General Counsel during the preparation of the report regarding relevant legal standards or other legal issues.

c. If the report determines that a violation of this Order has occurred, the report shall be submitted to the agency's human resource officer for appropriate disciplinary action, up to and including termination. The agency shall require that any employee found to have violated this Order whose employment is not terminated must attend mandatory sexual harassment training within sixty (60) days after the issuance of the agency report.

d. The agency must provide the employee and the alleged harasser with a summary written notification of its findings and conclusions (final agency decision) after the sixty (60) day period and shall convey the same to MOLC within five (5) days after it is issued. The notice shall include a description of each allegation and the agency's determination as to whether the allegations were substantiated or were unsubstantiated. Such notice shall not include summaries of witness interviews, credibility determinations, or legal analysis; the notice is a simple recitation of the allegations and the determination as to whether the allegations were substantiated or were unsubstantiated.

e. Any conclusion in the SHO or Director's report that a violation of this Order occurred does not constitute a final legal conclusion that sexual harassment under the D.C. Human Rights Act or federal law occurred. Conversely, a finding that was not substantiated is not a legal conclusion that no violation of the D.C. Human Rights Act or federal law occurred.

f. Consistent with norms regarding the privacy of personnel actions, the complaining party shall not be informed of any disciplinary actions against the alleged harasser.

g. Regardless of whether a complaint has been substantiated, relevant staff, including the General Counsel, are authorized to work together to advise the Director or deciding official as to whether to recommend or implement personnel actions or management procedures to reduce the possibility of reoccurrence of any inappropriate behavior or behavior that poses risks for the District. Any meetings among the General Counsel, human resources staff, and agency management shall endeavor to preserve the confidentiality of the complaint generating the meeting or consultation to the greatest extent possible.

4. Communicating the Order: Orientation, Pledges, Training, and Notifications

a. The personnel authority shall circulate this Order to all new hires during their orientation, shall give each new hire time to read a summary of the Order during orientation, and shall obtain a signed verification that the new employee has read the summary and pledges not to engage in sexual harassment or any other conduct that violates the rules prohibiting sexually harassing behavior, certain dating, romantic, or sexual relationships, and requiring disclosure of certain relationships. Agencies with supplemental orders relating to sexual harassment shall provide those orders, too, to onboarding employees.

b. When individual contractors are working inside an agency in a manner akin to a District Government employee, the agency or the supervising contractor shall obtain signatures from individuals during onboarding orientations affirming their agreement to abide by this Order.

c. New employees shall take a course on sexual harassment as part of the on-boarding process and in no event more than fourteen (14) days after being on-boarded. Agencies shall by December 11, 2023

circulate this Order to all current employees.

d. Agencies shall follow up to provide delivery to difficult-to-reach employees, including employees on leave and work-related travel. Agencies are responsible for confirming that each employee has received this Order by email, verification through Peoplesoft, or return of a signed copy.

e. By December 11, 2023, each agency shall email the names of the agency's primary and alternate SHOs to all its employees and shall send reminders or updates of who the agency's SHOs are at least annually to agency employees.

f. Each agency shall prominently post notices in conspicuous locations accessible and used by a substantial number of agency employees, identifying the agency SHO and Alternate SHO, how to report sexual harassment, and that sexual harassment investigations are to be kept confidential to the greatest possible extent consistent with their investigation and resolution. Agencies shall post the notices no later than thirty (30) days after receipt of the template notice from the Office of Human Rights required by Section V.K. of this Order.

g. Agencies shall take a digital photograph of each posting and transmit it to the SHO program coordinator at DCHR with a description of the location at the time of each posting.

h. Individuals and entities entering into contract or grant agreements with the District Government must affirm that they will abide by the D.C. Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR § 1100 et seq.

i. District agencies drafting contracts and grants shall require such affirmations as part of the contract or grant agreement.

E. Employee Responsibility to Participate in Agency Investigations

1. District Government employees are required to cooperate fully in a SHO or independent investigation of a workplace sexual harassment complaint.

2. If an employee who alleges sexual harassment or is believed to have been the victim of sexual harassment declines to assist and/or participate in the investigation of the allegation, or requests the agency not conduct an investigation, the agency may on its own initiative investigate or refer the matter for investigation.

3. Employees who were not themselves victimized, who, after a direct request by the SHO or other investigator, decline to participate in a sexual harassment investigation, may be subject to disciplinary action.

4. Any consideration of whether to recommend disciplinary action for failure to cooperate in an investigation on the part of an alleged victim requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

F. Discipline for Making False Statements or Representations

1. Making materially false statements, and misrepresentation, falsification or concealment of material facts or records in an investigation of allegations of sexual harassment is conduct warranting disciplinary action, up to and including termination.

2. Consideration of whether to recommend disciplinary action against an employee who is also the alleged victim of sexual harassment requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

G. Discipline after a Finding of Sexual Misconduct or Harassment

The agency shall recommend appropriate disciplinary action, such as described in Section 1607.2(k) of the District Personnel Manual, 6B DCMR § 1607.2(k), up to and including termination of any employee found to have engaged

in sexual misconduct or sexual harassment as defined in Section III of this Order.

H. Rights of the Alleged Harasser

Persons accused of sexual harassment deserve the full protections afforded to them under the law in administrative matters, including, but not limited to, the right to respond to allegations of sexual harassment; to counsel and representation, including a union representative or other representative of their choosing, and including the presumption of innocence, unless and until there is a finding of harassment after an investigation by the agency or where appropriate, OHR. The right to counsel does not include the right to have counsel paid for by the government.

I. DCHR Responsibilities

1. DCHR shall quarterly reach out to all designated primary and alternate SHOs to confirm that they continue to serve in those roles. If DCHR is unable to reach a designated SHO or to confirm that the individual still serves as the agency's primary or alternate SHO, DCHR shall work with the agency to identify a new primary or alternate SHO for the agency. DCHR shall post a list of agency SHOs on its website and update it as necessary.

2. DCHR shall develop reporting forms for disclosure of dating, romantic, and sexual relationships and for applications for waivers of the prohibition on relationships in the chain of command.

3. DCHR shall work with agencies to verify that all employees have completed the annual training on sexual harassment required by Section V.A.1.e. of this Order.

4. DCHR, working with the Office of the Chief Technology Officer, shall create a means through Peoplesoft for employees to acknowledge their receipt of the Order and agreement to comply with its provisions.

5. DCHR, in consultation with OHR, shall review, update, and provide training materials for agency SHOs, including training on investigative techniques.

6. DCHR shall establish qualification standards for SHOs and verify each SHO's qualification to serve as a SHO.

7. DCHR, in consultation with OHR and the Sexual Harassment Task Force, shall create and disseminate training and collateral materials on this Order, the sexual harassment provisions of the D.C. Human Rights Act, and other sexual harassment law and policy, to all agencies under the direct authority of the Mayor and to such independent agencies as may request access to DCHR materials. The training and collateral materials should be tailored to employees in various roles, such as senior officials, managers, attorneys, human resources personnel, and new or existing employees, and should take into account that many District Government employees work primarily in the community and may not have regular access to computer-based training modules.

J. Office of Human Rights (OHR)

1. OHR shall develop training for EEO officers on the standards of the D.C. Human Rights Act, including the changes made by the Human Rights Enhancement Amendment Act of 2022.

2. OHR shall provide consultative services to DCHR and the Sexual Harassment Task Force in creating and disseminating training and collateral materials on this Order, the sexual harassment provisions of the D.C. Human Rights Act, and other sexual harassment law and policy, to all agencies.

3. OHR shall provide a template notice to agencies for agencies to post where the agencies can fill in the name of their SHO and alternate SHO and providing basic information on the prohibition against sexual harassment, how to report, and confidentiality, pursuant to Section V.E.4.d. of this Order.

VI. PROHIBITION AGAINST RETALIATION

A. Retaliation Prohibited

Retaliating against a District Government employee for reporting or filing a claim of sexual harassment, assisting another person in reporting or asserting a claim of sexual harassment, opposing sexual harassment, acting as a witness in a sexual harassment investigation, refusing to follow orders that would result in sexual harassment, intervening to protect others from sexual harassment or advances, or challenging an allegation of sexual harassment, is strictly prohibited. Employees shall not be penalized as a result of their assertion of their rights under the D.C. Human Rights Act or providing truthful information in connection with an investigation (whether on behalf of a complainant or a respondent). Retaliatory behavior may include, but is not limited to, unwarranted reprimands, unfairly downgrading personnel evaluations, transfers to less desirable positions, verbal, or physical abuse, and altered and more inconvenient work schedules. Employees found to have engaged in retaliatory behavior shall be recommended for appropriate disciplinary action, up to and including termination.

B. Process for Alleging Retaliation

Claims of retaliation are generally beyond the scope of the investigatory authority of agency SHOs because SHOs may not be trained in assessing the legality or validity of managerial decisions such as evaluations and assignments and investigations into retaliation would be difficult to conduct in the rapid timeframe set forth in this Order. Employees who believe they have been retaliated against must file a complaint with an EEO Counselor within one hundred and eighty (180) days of the alleged retaliation and subsequently file a complaint with OHR within fifteen (15) days of receipt of the Exit Letter if the employee is not satisfied with the outcome of EEO counseling.

VII. LIMITS

Lodging a complaint regarding sexual harassment does not shield an employee from all discipline or discharge. Agencies may discipline or separate a complainant if the agency is motivated by non-retaliatory and non-discriminatory reasons that would otherwise result in such discipline or separation.

VIII. CONFIDENTIALITY

A. Protecting confidentiality is critical to encouraging victims of sexual harassment to come forth and share their stories. It encourages witness cooperation and protects the reputations of those involved. For those reasons, SHO investigations should be kept confidential.

B. Confidentiality is not absolute. SHOs must disclose information to the alleged harasser for the alleged harasser to have a full and fair opportunity to respond. SHOs may have to disclose information to witnesses to gather more information from them. SHOs must keep agency General Counsels updated for reporting purposes and for investigation support purposes. SHOs also may have to disclose criminal conduct or threats to law enforcement. SHOs should not make pledges of total confidentiality.

C. Investigative reports are confidential, highly private, and deliberative and shall not be released without a court order. Neither the complainant nor the alleged harasser shall be provided with a copy of the investigative report.

D. SHOs, the agency, and MOLC shall take all reasonable steps to ensure that no information contained in the complaint file is disseminated except in furtherance of the investigation; for entry into E-risk or another risk management system; to assist in resolution of the allegations; as necessary for execution of any consequences stemming from the investigation; when lawfully released; or when required by court order.

IX. TIMELY FILING AND STATUTE OF LIMITATIONS

Complaints of sexual harassment shall be reported as promptly as possible. Agencies should investigate alleged acts of sexual harassment beyond the legal statute of limitations, or deadlines otherwise provided by regulation or collective bargaining agreement, taking into consideration the sensitive nature of the alleged offense, the pressure the complainant may have felt not to report the conduct, when the victim became aware of behavior that was not immediately apparent, or a pattern of harassing behavior that developed over time. Some remedies or sanctions may be unavailable due to delays in filing, but even delayed investigations may yield information to the agency in its ongoing efforts to prevent and remediate sexual harassment or may add to the credibility of similar, future allegations should a pattern emerge of allegations against a particular person or practice.

X. RECORDS

A. Agencies shall maintain records of complaints and investigations conducted for three (3) years from the date of the complaint.

B. For each fiscal year, each agency shall track how many complaints of sexual harassment were made by the agency's employees; were made about its agency employees by customers/clients of the agency; grantees or contractors of the agency, and how many complaints were made of sexual harassment of the agency's employees by customers/clients, grantees or contractors, or members of the public during the agency's duties.

C. In addition to the number of complaints, agencies shall track how many matters were investigated; were resolved by mediation; were substantiated; were deemed unsubstantiated; resulted in administrative or disciplinary action against one or more individuals determined to have violated this Order or sexually harassed the complainant; have resulted in legal action; have resulted in a settlement (including the amount of any financial settlement); and how many are pending. Pursuant to the Sexual Harassment Data Collection Act, annual fiscal year data required to be produced under D.C. Official Code § 1-546.02 shall be transmitted to the Office of Human Rights on or before October 15 of each year.

D. Centralized reporting, however, should be ongoing, and agencies are directed to submit such interim, monthly, or quarterly reports as may be requested by DCHR, the MOLC, OHR, or the Sexual Harassment Task Force, and to enter incidents into E-Risk as directed.

E. Any warnings to an employee(s) to halt a particular type of behavior – whether generally or as to a particular employee(s) – shall be recorded and transmitted to the agency's human resource office and to the Mayor's Office of Legal Counsel. In the context of addressing complaints of sexual harassment, any other interventions made for an employee, customer/client, grantee or contractor shall also be recorded, whether or not they arose from an informal counseling session, a complaint of sexual harassment, a complaint regarding behavior in a dating, romantic, or sexual relationship, anonymous report, or any other means.

XI. CONCURRENT REMEDIES AND JURISDICTION

A. Non-Exclusivity of Remedies

This policy is intended to supplement or be an alternative to other processes that allow persons to complain of sexual harassment. The procedures established by this Order are separate and distinct from other options persons with grievances relating to sexual harassment may have, through the Office of Human Rights, the Equal Employment Opportunity Commission, any grievance procedure available under their collective bargaining agreement, ethics complaint and investigation processes administered by the Board of Ethics and Government Accountability, or any other statutory or regulatory complaint process. Filing a complaint under this Order does not stay or delay any filing deadlines in any other forum.

B. Filing a Formal Complaint with the Office of Human Rights

In addition to pursuing action within the agency, an alleged victim of sexual harassment, or a person acting on the victim's behalf with or without the victim's consent, may report a sexual harassment claim within one year of the alleged harassment or its discovery to OHR using its Intake Questionnaire Form. EEO counseling is not required prior to the filing of a complaint with OHR.

C. Filing a Complaint with the Equal Employment Opportunity Commission

Some complaints may fall within the jurisdiction of the federal Equal Employment Opportunity Commission.

D. Relationship and Remedies under Negotiated Grievance Claims

Filing a report or complaint under this policy does not satisfy the requirements for filing a negotiated grievance and obtaining remedies under a collective bargaining agreement, nor does the complaint under this Order delay the

time limits for initiating such a procedure. To pursue a negotiated grievance claim, the employee should file a grievance in accordance with the provisions of the applicable collective bargaining agreement.

E. Criminal Remedies and Referrals

1. Where there is an allegation of criminal misconduct, including for example, sexual assault, kidnapping, stalking, or a threat to do bodily harm, the agency may, after consulting its General Counsel, place the victim and/or the alleged harasser on administrative leave with pay pending final administrative resolution of the complaint or any criminal proceeding.

2. The complainant at his or her choice may report the alleged criminal violation to a law enforcement agency, including the Metropolitan Police Department ("MPD"). Where a criminal violation occurred, the agency shall recommend discipline of the perpetrator up to, and including, termination.

3. While it is generally the alleged victim's decision to report sexual harassment offenses for possible criminal prosecution, if during an investigation the agency uncovers evidence of ongoing crimes (such as sexual extortion of beneficiaries of government services) or criminal activity collateral to or extending beyond the reported allegations of sexual harassment, such as gun-related offenses, the agency shall notify law enforcement.

F. Crime Victim Hotline

The agency shall also remind complainants of sexual assault or other possible crimes of the existence of the DC Victim Hotline. The hotline, 1-844-443-5732, is available 24/7 by telephone, text, or online chat to seamlessly connect victims of crime to free resources to help them navigate the physical, financial, legal, and emotional repercussions of crime. Through the hotline, victims may be matched with an advocate who can help them decide whether to pursue a matter through the criminal justice process.

G. Courts of Law

This Mayor's Order is directed towards preventing and remedying sexual harassment in District Government operations and it does not preclude complainants from obtaining counsel and pursuing any remedies they may have in courts of law. The options discussed in this Order do not constitute legal advice; deadlines for filing, procedures, and substantive offenses or remedies may change over time.

XII. APPLICABILITY OF PERSONNEL RULES

Any proposed personnel action instituted under this Order is subject to the regulations set forth in the District of Columbia Personnel Manual at Title 6B of the District of Columbia Municipal Regulations.

XIII. SEXUAL HARASSMENT TASK FORCE

A. There is hereby established the Sexual Harassment Task Force as an internal task force comprised of representatives of the Office of Human Rights, the Mayor's Office of General Counsel, the Department of Human Resources, the Assistant City Administrator, and the Mayor's Office of Legal Counsel, as designated by the head of each office, and such other individuals as these members may invite to serve as additional members of the task force. The task force shall meet from time to time to develop and advise on trainings, make recommendations about needed policies, review draft regulations, and otherwise take action or recommend measures to fulfill the intent of this Order: including to reduce the incidence of sexual harassment, train employees on what to do when faced with inappropriate workplace conduct, including harassment, and provide additional, effective procedures for addressing inappropriate conduct of a sexual nature. The task force may invite experts and other individuals to participate in the meetings and deliberations of the task force.

B. The Sexual Harassment Task Force shall, no later than May 1, 2024, make recommendations in the following areas and shall provide such recommendations to the appropriate agencies with authority to carry out the

recommendations or make final decisions regarding them. The recommendations need not be in the form of a report and may remain deliberative discussion items until finalized and accepted:

1. Communications to District Government employees about the District's sexual harassment policies;

2. Updates to required trainings for SHOs and agency General Counsels;

3. Recommendations for building a workplace free from sexual harassment;

4. Any recommended adjustments to prohibitions and disclosures regarding dating, romantic, and sexual relationships; and

5. The performance and progress by the agencies named in this Order in completing the responsibilities assigned to them.

XIV. SUPERSESSION

This Order supersedes Mayor's Order 2017-313 and any other provision of a previous Mayor's Order or practice pursuant to that Mayor's Order, to the extent of any inconsistency.

XV. EFFECTIVE DATE: This Order shall become effective November 10, 2023.

_____

MURIEL BOWSER

MAYOR

ATTEST: _____

KIMBERLY A. BASSETT

SECRETARY OF STATE OF THE DISTRICT OF COLUMBIA

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Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director		
2. Chris Earley, Deputy Director		
3. Julia Wiley, General Counsel		
4. Bill Winston, Associate Director of Community Services	WW	9/29/2025
5. Ernest Merchant, Program Analyst	EM	9/26/25
6.		

SUBJECT:

Director's Comments:

Action							
APPROVAL ☒	CIRCULATE ☐	CORRECTION ☐	FILE ☐	FYI ☐	INVITATION ☐	MEETING ☐	SIGNATURE ☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Greater Washington Urban League NBAP FY26 Housing Services $350,000.00

Grant 2025-03

Originating Office

FROM: E. Merchant	TELEPHONE NUMBER:
DATE: 9/26/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE:

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston WW
Associate Director of
Community Services

From: Ernest Merchant EM
Program Analyst

Date: September 26,2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Greater Washington Urban League**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$350,000.00**
ATTACHMENTS:	**FY25 Executed Grant Agreement #2025-03** **FY26 Grant Modification Agreement #2025-03** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-03
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

MODIFICATION OF GRANT AGREEMENT
BY AND BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
AND
GREATER WASHINGTON URBAN LEAGUE, INC.

This Modification of Grant Agreement (the **"Modification"**) is entered into as of the _____ day of October 2025, (**"Effective Date"**), by and between the **District of Columbia**, a municipal corporation (hereinafter sometimes referred to as the **"District"**), acting by and through the District of Columbia Department of Housing and Community Development (hereinafter referred to as the **"Grantor"** or **"DHCD"**), and **Greater Washington Urban League, Inc.** [Entity Identifier J81NAZPM6R39], a non-profit corporation organized and existing under the laws of the District of Columbia, (hereinafter sometimes referred to as the **"Grantee"**) with its principal place of business at 2901 14th St NW, Washington, DC 20009. The Grantor and Grantee shall be together referred to as the "Parties."

RECITALS:

1. DHCD, with offices at 1909 Martin Luther King, Jr. Avenue, SE, Washington, DC, 20020, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program pursuant to the District of Columbia Community Development Act of 1975 (D.C. Official Code § 6-1001 *et seq.*) and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Parties entered into a Grant Agreement (DHCD Contract No. 2025-03) **("Grant Agreement or "Agreement")** effective on February 1, 2025, that memorialized a funding award to Grantee derived from the District's Community Development Block Grant Program ("CDBG") Grant allocation for the purpose of providing a range of HUD housing counseling services that benefit low and moderate-income persons in the District of Columbia for the period from February 1, 2025 through December 31, 2025. (**"Grant Term"**). The Grant Agreement is attached hereto as ***Exhibit A*** and incorporated herein.

3. Section III.C. of the Grant Agreement included an erroneous statement regarding immigration status of Grant services beneficiaries.

4. Pursuant to Section XXII. of the Agreement, the Parties desire to amend the Agreement to correct that erroneous statement and for other purposes.

NOW, THEREFORE, in consideration of the mutual agreements of the Parties set forth herein, the Parties hereby agree as follows:

1. The above recitals are hereby incorporated and made a part of this Amendment.

2. Capitalized terms used in this Amendment that are not defined herein shall have the meanings given to such terms in the Grant Agreement.

3. **Section III. Grant Award Subsection C. Paragraph 1**
The second sentence, to include footnote 5 for a Housing Counseling Services Grant or footnote 7 for a Small Business Services Grant is deleted. **This change is retroactive to the Grant Effective Date.**

4. **Section IV. Grant Term and Periods of Performance**
The Grant term and Periods of Performance are revised. The text in the first paragraph of Section IV. is deleted and replaced with the following text:

*The term of this Agreement shall commence on the Effective Date and continue through September 30, 2026 (**"Grant Term"** or **"Term"**). There are two Performance Periods during this Term. The first Performance Period begins on the Effective Date and ends on September 30, 2025. The second Performance Period begins on October 1, 2025, and ends on September 30, 2026.*

5. **Section III. Grant Award** is amended to add a new subsection B. to read as follows:

*B. The Grant Award is amended to authorize a budget for Grant services to be provided during the Performance Period that begins October 1, 2025, and ends on September 30, 2026. (**"FY 2026 or FY 26"**). Total Grant authority in FY 26 shall not exceed **Three Hundred Fifty Thousand Dollars and No Cents [$350,000.]**.*

The FY 2026 Grant funding is allocated as follows:

Sources and Uses of Funds:

Public Service ("PS") [CDBG EN]	*$293,250.*
NRSAs Ward 7 and Ward 8 [CDBG EN]	*$ 56,750.*
TOTAL CDBG [EN]	*$350,000.*
TOTAL AWARD [All Sources]	*$350,000.*

Notwithstanding the designated source of funds, the Grantor reserves the right to provide funding from another source(s). In all cases, applicable Federal and District laws and regulations shall apply regardless of the source.

The FY 26 funds will be used to fund a range of services which HUD has defined as (insert one of the following)

- ***Housing Counseling Services: Public Services and Non-Public Services provided by a HUD Approved Counseling Agency ("HCA").***

The specific Grant activities are described in ***Exhibit B*** *attached hereto, which includes:*
(a) the Statement of Work,
(b) The Grantor approved Workplan

(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as ***Exhibit C****. and incorporated herein. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.*

6. The Parties agree that this Modification does not otherwise affect or impair their obligations under the Grant Agreement, and all terms, conditions and obligations of the Grant Agreement, not amended herein, shall continue in full force and effect as prescribed in the Grant Agreement.

7. This Modification shall be binding upon and inure to the benefit of the Parties to this Agreement and to their successors and assigns and continue so long as the Grant Agreement is effective.

8. Grantor and Grantee agree that if any of the terms and conditions contained herein shall contradict any of the terms and conditions in the Grant Agreement, the terms and conditions contained herein shall prevail.

IN WITNESS WHEREOF, the Parties have executed this Modification by and through their duly constituted and authorized officers and agents on the day and year first hereinabove written.

[Signature pages follow]

GRANTOR SIGNATURE PAGE

DISTRICT OF COLUMBIA, a municipal corporation acting by and through the Department of Housing and Community Development

By: _____
Colleen Green
Director

_____
Date

Legal Review:

By: _____ Date: _____
Office of the General Counsel
Department of Housing
and Community Development

GRANTEE SIGNATURE PAGE

GREATER WASHINGTON URBAN LEAGUE, INC.
a District of Columbia nonprofit corporation

By: _____
George H. Lambert , Jr.
President & Chief Executive Officer

_____
Date

DHCD Contract No. 2025-03
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT A

FY 2025 Grant Agreement

DHCD Contract No. 2025-03
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT B

FY 2026 Statement of Work
and
Workplan

DHCD Contract No. 2025-03
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT C

FY 2026 Budget

Applicant's Name: Greater Washington Urban League
RFA FY25

Services to be provided in FY26

The Grantee is funded to provide the service(s) identified herein *(see below)*. Services are to be provided by the Grantee in accordance with the description, conditions and procedures identified in Section 3.2 of the RFA FY25 for Housing Services (incorporated herein by reference); provided however, DHCD may alter descriptions, conditions and procedures at any time.

Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A4: Inclusionary Zoning Orientation
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program

FY26 Housing Counseling Services Workplan

Organization Name:	Greater Washington Urb
Grant Number:	2025-03

Performance Period: 10/1/2025 to 09/30/2026

RFA Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	NRSA Ward 7 & 8 All Services	Total
A1	HUD Housing Counseling		Number of First Time Homebuyers Purchasing Homes	Public Service or NRSA	$66,481.50	$12,868.50	$0.00	$79,350.00
A1			Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		80	Number of 1:1 Counseling Sessions (Budget & Credit)					
A1			Number of unduplicated households					
A1		60	Number of 1:1 Homebuyer Counseling Sessions					
A1			Number of unduplicated households					
A2	8-Hour Homebuyer Class	6	Number of 8-hour Homebuyer Educations Classes	Public Service or NRSA	$23,124.00	$4,476.00	$0.00	$27,600.00
A2		60	Number of Attendees of 8-hour Homebuyer Classes					
A2		60	Number of DHCD Certificates issued					
A4	IZ/ADU Orientations	24	Number of IZ Orientations Conducted	Public Service or NRSA	$46,248.00	$8,952.00	$0.00	$55,200.00
A4		3120	Number of Attendees at IZ Orientations					
A4		3120	Number of DHCD Certificates issued					
A7	General Housing Services & Information (Group Training)	6	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)	Public Service or NRSA	$23,124.00	$4,476.00	$0.00	$27,600.00
A7		72	Number of Attendees at Financial Literacy Trainings					
A7		6	Number of Homebuyer Clubs Meetings					
A7		90	Total of Attendees at Homebuer Club Meetings					
A7		6	Number of group trainings or workshops not reported in other categories					
A7		90	Number of Attendes at group trainings or workshops not reported in other categories					
B10	Eviction Counseling		Number of Eviction workshops	Public Service or NRSA	$5,781.00	$1,119.00	$0.00	$6,900.00
B10			Number of Attendees at Eviction workshops					
B10			1:1 Eviction Counseling					
B10			Unduplciated households 1:1 Eviction Counseling					
B10		100	Number referred to Attorney(s) for Legal Services					
B10			Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)					
B10			Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)					
B10			Number Evictions Prevented					
B11	SFRRP	1	Number of SFRRP Orientations conducted (required)	Public Service or NRSA	$17,343.00	$3,357.00		$20,700.00
B11		30	Number of 1:1 Intake sessions					

Marketing	MARKETING AND OUTREACH	1	Housing Fairs	Public Service or NRSA	$4,200.00	$800.00		$5,000.00
Marketing		4	Other Tabling Events					
Marketing			Flyers Distributed					
Marketing			Social Media Posts (Facebook, LinkedIn, Instagram)					
Marketing			Mailings					
Marketing		1	Paid Advertizing (display ads in print)					
Marketing			Other					
Marketing			Other					
	TOTALS				**$293,250.00**	**$56,750.00**	**$0.00**	**$350,000.00**

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
RESIDENTIAL & COMMUNITY SERVICES (NBA)
Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	
PERIOD OF PERFORMANCE:	**10/1/2025 to 09/30/2026**
FISCAL YEAR:	**FY 2026**
TYPE OF ACTIVITY:	**HOUSING COUNSELING & SERVICES**

Instructions: *Please add rows as needed.*

Cost Category	Oct/Nov/Dec	Jan to Sept	Total
Personnel (Salary & Fringe)	$57,724.43	$180,148.51	$237,872.94
Consultants	$0.00	$0.00	$0.00
Space	$7,125.00	$21,375.00	$28,500.00
Professional Fees (include Credit Reports)	$435.00	$1,305.00	$1,740.00
Communication & Computing	$1,590.00	$4,962.89	$6,552.89
Consumables (Supplies)	$250.00	$750.00	$1,000.00
Marketing & Outreach	$0.00	$5,000.00	$5,000.00
Staff Training & Development	$2,500.00	$7,500.00	$10,000.00
IT Services & Support (professional fees)	$2,050.00	$6,150.00	$8,200.00
Membership dues	$0.00	$1,000.00	$1,000.00
Audit Fees	$0.00	$2,500.00	$2,500.00
Printing & Publication	$591.00	$1,391.00	$1,982.00
Total Direct Cost	$72,265.43	$232,082.40	$304,347.83
Total Indirect Costs (De Minimis Cost Rate up to Max 15%)	$10,839.82	$34,812.35	$45,652.16
Total Costs	$83,105.25	$266,894.75	$350,000.00

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
RESIDENTIAL AND COMMUNITY SERVICES (NBA)

Budget Form A (3-2): Personnel Information

Rev. 06/25/2025

ORGANIZATION NAME:	Greater Washington Urban League
FISCAL YEAR:	FY 2026
BUDGET PERIODS:	10/1/2025 to 9/30/2026
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Oct/Nov/Dec Hourly Rate	Q1 # of Hours	Jan-Sept Hourly Rate	Jan-Sept # of Hours	Total Costs
Program Director	Lewis, Sherry	$61.90	25.20	$61.90	78.80	$6,437.68
Associate Director	Palmer, Sabrina T	$54.47	201.60	$54.47	630.40	$45,316.04
Program Manager	Brown, Linda	$37.14	378.00	$37.14	1,182.00	$57,941.21
Housing Counselor	Edmonds, Steven	$32.19	201.60	$32.19	630.40	$26,591.00
Housing Counselor	vacant	$31.25	302.40	$31.25	945.60	$39,283.50
Program Assistant	Thomas, Destini	$27.23	201.60	$27.23	630.40	$22,658.02
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
Personnel Subtotals				**Personnel Subtotals**		$198,227.45
Fringe Benefits (Max 20%)				**Fringe Benefits (Max 20%)**		$39,645.49
Total Grant Personnel Costs				**Total Grant Personnel Costs**		$237,872.94

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director		3/24/25
2. Chris Earley, Deputy Director		3/21/25
3. Julia Wiley, General Counsel	WLW	3/19/25
4. Bill Winston, Associate Director of Community Services		3/14/2025
5. Ernest Merchant, Program Analyst		3/14/25
6.		

SUBJECT:

Director's Comments:

Action

APPROVAL	CIRCULATE	CORRECTION	FILE	FYI	INVITATION	MEETING	SIGNATURE
☒	☐	☐	☐	☐	☐	☐	☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Greater Washington Urban League NBAP FY25 Housing Services $234,500.00

Grant 2025-03

Originating Office

FROM:E. Merchant	TELEPHONE NUMBER:
DATE:3/14/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE:

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

REV 1.0 10/25/23

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

MAR 24 2025

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel/OGC

Through: Bill Winston WLW
Associate Director of
Community Services

From: Ernest Merchant
Program Analyst

Date: March 14, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Greater Washington Urban League**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$234,500.00**
ATTACHMENTS:	**FY25 Grant Agreement #2025-03** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-03
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

DISTRICT OF COLUMBIA.

COMMUNITY SERVICES
HOUSING COUNSELING SERVICES

GRANT AGREEMENT

BY AND BETWEEN
THE DISTRICT OF COLUMBIA
AND

GREATER WASHINGTON URBAN LEAGUE, INC.

This Grant Agreement ("Grant" or "Agreement"), is made effective as of March 24, 2025, ("Effective Date"), by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the D.C. Department of Housing and Community Development (hereinafter referred to as "Department," "DHCD" or "Grantor") and Greater Washington Urban League, Inc., a District of Columbia non-profit corporation Grantee [DUNS No. Unique Entity Identifier (UEI) J81NAZPM6R39] (hereinafter referred to as "Grantee") with its principal place of business at 2901 14th St NW Washington DC 20009. Grantor and Grantee shall be collectively referred to herein as the "Parties."

RECITALS

1. The Department with offices at 1909 Martin Luther King Jr Avenue SE, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975, D.C. Official Code§ 6-1001 *et seq.*, and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Department is authorized to fund community based non-profit organizations that provide housing counseling services for low- and moderate-income persons.

3. On June 7, 2024, the Department published a Notice of Funding Availability ("NOFA") in the D.C. Register, which announced the forthcoming issuance of the Fiscal Year ("FY") 2025 Request for Applications ("RFA") for the Neighborhood-Based Activities Housing Counseling Services Program ("HCSP"). The RFA was issued on June 21, 2024, that solicited applicants to provide services to District of Columbia ("District") residents as a part of the Department's HCSP. HCSP includes Public Services ("PS"), and Non-Public Services ("NPS") as defined in Section I herein. U.S. Department of Housing and Urban Development ("HUD") approved counseling agencies employing one or more certified HUD counselors are eligible to provide both PS and NPS services, while organizations which do not have HUD approval status may provide PS services only. The RFA included an opportunity for applicants to provide one or more of seventeen (17) services listed in the RFA. These services include HUD-approved counseling in keeping with 24 CFR 5.100 and related Federal regulations (in 2 CFR Part 200, and 24 CFR Part 214) as well as services related to local DC programs which are administered by the Department. The RFA and the requirements set forth therein are also incorporated by reference herein.

4. The Grantee's RFA application demonstrates that its organization possesses project management, and organizational and administrative capacity to successfully perform as a nonprofit grant subrecipient under the Department's HCSP, and accordingly DHCD has determined to award a grant to the Grantee in FY 2025 ("25" or "2025").

5. The Grantor proposes to fund HCSP grant activities in FY 2025 from its allocation of Community Development Block Grant ("CDBG") funds authorized by Title I of the U.S. Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), 24 CFR Part 570.

6. As a condition precedent to disbursement of the Grant proceeds to Grantee for the sole and exclusive purposes described in Exhibit A (which includes the "Statement of Work" and the approved "Workplan", both attached hereto and made a part hereof), the Department requires that Grantee enter into this Agreement setting forth the terms and conditions of the Grant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are hereby incorporated by reference and made a part hereof.

Section I. Definitions.

A. As used herein, the following terms shall have the meanings indicated:

a) **Fiscal Year**: All references to Fiscal Year(s) ("FY") herein refer to the District Government fiscal year which is October 1st to September 30th
b) **Neighborhood Revitalization Strategy Area** ("NRSA") refers to the HUD approved areas of Wards 7 and 8 which have been designated as strategic areas for revitalization. Services to Ward 7 and Ward 8 regardless of whether Public Service or Non-Public Service, attributed to the NRSA.
c) **Non-Public Services** refers to 24 CFR 5.100 counseling services provided to clients in connection with the purchase of a specific home. All other 24 CFR 5.100 counseling is Public Service.
d) **Public Services** refers to all other services and may include group training and/or one on one counseling.
e) **Performance Periods**: The Performance Period is defined as the start date and end date for which Grant funds are awarded to execute an approved Workplan and Statement of Work in keeping with the RFA for FY 2025. (See Section IV below.)

Section II. Exhibits.

The Exhibits listed below and the terms and conditions of the same are incorporated herein and made a part of this Agreement.

A. Services to be Provided
- Statement of Work
- Section 3 from the FY 25 RFA: Services
- Workplan as approved by the Grantor

B. Budget
- Schedules A (3-1) and A (3-2) for the First Performance Period

C. Required Reporting Forms
- Monthly Performance Report on group trainings/orientations/workshops and one on one counseling (in connection with the Statement of Work and Workplan), as well as reports on DHCD certificates issued, outreach and marketing activities, and upcoming group trainings.

- Quarterly Beneficiary Data and Demographics for each of the following (a) PS, (b) NPS, and (c) NRSA activities.
- Quarterly Language Access Report (Optional)
- Quarterly Banking Report (as applicable)
- Quarterly Procurement Report (as applicable)
- Quarterly Submission of Minutes of Board of Directors Meetings

D Method to determine Client Eligibility for Services
E Budget Modification Form
F Drug Free Workplace Certification
G Service Area Eligibility
H Insurance Requirements
I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Section III. Grant Award

A. The Department shall make a Grant of the District's CDBG Entitlement Grant Federal Award No: B-24-MC-11-0001 ("CDBG Federal Award") to Grantee in an amount not to exceed Two Hundred Thirty-Four Thousand Five Hundred Dollars and No Cents ($234,500.00)(the "Grant") and is allocated as follows:

Sources and Uses of Funds:

NRSAs Ward 7 and Ward 8 [CDBG EN]	$ 56,630.00
TOTAL CDBG [EN]	$ 56,630.00
LOCAL FUNDS	$ 177,870.00
TOTAL AWARD [All Sources]	$ 234,500.00

Notwithstanding the source of funds designated above, the Grantor reserves the right to provide funding from another source(s). In all instances, applicable Federal and District laws and regulations shall apply regardless of the funding source. The Grant award shall be used to fund a range of services which HUD has defined as Housing Counseling Services: Public Services and Non-Public Services by a HUD Approved Counseling Agency ("HCA").

The specific Grant activities are described in Exhibit A (attached hereto) which includes
(a) the Statement of Work,
(b) Lines of Services - Section 3.2 of the Request for Applications (RFA), and

(c) The approved Workplan
(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

C. The Grant services will benefit low-and-moderate income persons living in the District of Columbia. In keeping with recent Presidential Executive Orders, Grantees should only use grant funds for US citizens and should maintain such documentation to prove citizenship.[13]

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as Exhibit B. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.

D. The Catalog of Federal Domestic Assistance ("CFDA") number is 14.218.

E. The Uniform Administrative Requirements for Federal Grants are applicable to this grant award and are available online at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1. Also, the Grantee must comply with the Community Development Block Grants regulations 24 CFR part 570 that govern this award and other related HUD regulations, which are incorporated herein by reference.

Section IV. Grant Term and Periods of Performance

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2025. During this term, there are two Performance Periods. The First Performance Period is the Effective Date to September 30, 2025. The Second Performance Period is October 1, 2025, to December 31, 2025.

Funding for each Performance Period is in the sole discretion of the Grantor and requires meeting all due diligence requirements prior to award.

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[13] Examples of such document may include copies of unexpired state issued Real ID identification or driver's license, unexpired US passport or US passport card, active duty Military ID, current Green Card or Naturalization documents with state issued photographic identification.

The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of Grant funds or other Grant assets.

Section V. Statement of Work/CDBG Eligible Activities/Eligible Costs/Business Operations

A. CDBG Eligible Activities

1. Grantee shall use the CDBG Grant proceeds solely to fund Grantor-approved service activities that are intended to provide services and empower low- and moderate- income persons in the District of Columbia to make informed housing choices and achieve their housing goals, whether it's finding affordable rental housing, purchasing a home or obtaining financial assistance for critical home repairs.

The best way to provide this critical information to a client in order to assist them in their decision-making process is to adhere to 24 CFR 5.100[14] [in which a HUD certified counselor conducts (1) intake (2) financial and housing affordability analysis with affordability calculation (3) an action plan and (4) follow-up counseling to implement the action plan and achieve its stated goals].

The Grant services to be provided are described in Exhibit A. This description includes the major tasks, activities and project deliverables to be provided under this Grant. The Grantor reserves the right to alter or change the District of Columbia program requirements including eligibility, services provided, service methodology, service delivery and program goals during the performance period.

The proposed Grant activities are CDBG eligible activities pursuant to 24 CFR 570.201(e).

2. Grantee shall sponsor outreach events that inform the community about the Grant activities and participate in other community events as requested by Grantor.

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[14] 24 CRF 5.100: "Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling."

3. The Grantee must retain records which demonstrate that each activity funded under this Grant is CDBG eligible and document the amount of CDBG funds expended for each activity. This includes the activity itself, the outcomes, and the records concerning beneficiaries in keeping with subsection (B)(2) below receiving services. Any authorizations needed together with beneficiary statistical information should be obtained by the Grantee during intake or registration. HUD does not grant exceptions or authorize the District to make exceptions to this requirement.

B. CDBG National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention of slums or blight; 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. The Grantee certifies that the CDBG-assisted activities to be carried out under this Agreement will meet the National Objective of primarily benefiting low- and moderate-income persons (limited clientele activities) in accordance with Federal and District Requirements. The minimum threshold requires that at least 51% of the households served with CDBG funding must be low- and moderate-income households; provided however, that a Grantee whose application claimed additional scoring points for agreeing to provide Grant services to more than 51% low- and moderate-income beneficiaries, must adhere to the percentage they elected in their application.[15]

In accordance with the Grantee's election in their Application for a grant award and for receiving additional points in scoring, the Grantee has agreed to exceed the minimum requirement and to serve at least 90% low- and moderate-income beneficiaries.

Note: This percentage cannot be decreased as it was used for scoring in a competitive round of funding.

4. The Grantee shall disclose to any client that services are provided free of charge by a Grant funded by DHCD using Federal funds and therefore the Grantee has certain reporting

[15] In responding to the RFA published June 21, 2024, applicants were given the opportunity to receive additional points in scoring for committing to exceed the CDBG minimum threshold to either a 75% minimum or a 90% minimum.

requirements in order to provide the Grant services free of charge. The Grantee shall use appropriate forms to obtain a client authorization, as required, to comply with the terms of this Agreement and to meet HUD reporting requirements,

C. Staffing

Where HUD requires services are to be provided by a Certified HUD Housing Counselor, the Grantee shall comply with that requirement and not permit services reserved to HUD certified counselors to be provided by others.

To the extent applicable, Grantee agrees to secure the services of qualified personnel that are licensed and bonded in the District of Columbia to perform the CDBG Federal Award activities and services listed in Exhibit A.

Any changes in personnel or their general Grant responsibilities as set forth in Exhibit A are subject to the prior written approval of DHCD. In this regard, it is essential that the Grantee immediately report terminations and proposed new hires to the Grantor.

D. Business Operations

1. Grantee shall observe business hours of operation onsite in their service location(s) that align with District Government hours of operation specifically Monday through Friday 9:00 am to 4:30 pm (DC holidays excepted)[16] and shall ensure that sufficient staff are on site at Grantee's place of business to carry out Grant services.

2. During the hours of operations, Grantee shall have live answered telephones for incoming calls. If the Grantee's phone system utilizes an auto-attendant function or voicemail, announced option to the caller must include an option to press a certain key (such as "0" for an Operator) to be connected to a staff person in real time who can answer and field questions, redirect a caller to a staff person who can address a caller's inquiries, or provide registration information. DHCD and other DC agencies such as the Office of the Attorney General may check Grantee's compliance with this requirement from time-to-time.

[16] DC Holidays include New Year's Day, Dr. Martin Luther King, Jr. Holiday, Washington's Birthday, DC Emancipation Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Day.

E. Grantee may offer clients virtual appointments as well as virtual group informational or educational activities, but Grantee shall also provide clients an option for in-person services (including both in-person one on one appointments as well as some in-person group informational or educational activities.) The Grantee shall not refuse in-person services to DC residents.

F. Housing Resource Center (HRC) and Late Night Hours: As required by the RFA, "Applicants selected for the award shall participate (in a regular rotation) in staffing onsite at the Department's Housing Resource Center (HRC). The HRC provides services to DC residents by appointment and walk-ins." The HRC is located in the Grantor's offices at 1909 Martin Luther King Jr Av SE. The HRC coordinator, in conjunction with the Associate Director for Community Services, will develop a schedule in consultation with Grant subrecipients for staffing the HRC on a rotating basis on weekdays.

RFA applicants were awarded additional points in their score by committing to "Extended Office Hours." The options included providing office hours until 7:00 pm at least one (1) day a week in their office location and/or until 7:00 pm at least two (2) days a month in the HRC.

In accordance with the Grantee's selection in their Application for grant award and funding, the Grantee has committed to serve Extended Office Hours No Commitment to Extended Office Hours in either location.

Section VI. Disbursement/Required Support Documentation

A. <u>Reasonable, Allowable, Necessary, Allocable</u>

1. Grantee may request reimbursement for actual expenses incurred to provide services and as described in the Grant Budget (A 3-1 and A 3-2). Requests must meet all four criteria: reasonable, necessary, allowable, and allocable. (2 CFR 200.305)
   a. ***Allowable costs.*** Reimbursements are limited to the expenses directly related to activities supported by the grant activities and are subject to the regulations of the Federal and District Governments. Expenses related to activities should be necessary, reasonable, allowable and allocable.
   b. ***Limitations on allowable costs.*** A grantee may not use an indirect cost rate to determine allowable costs under its grant.
   c. **Some *Unallowable costs.*** Expenses that are not allowable include (but are not limited to) sales tax, late fees, debts, tips & gratuities, food, alcohol, controlled substances, cash reserves or investments, money given to individuals (including

donations, grants or loans), contributions to organizations, costs of fundraising, fund development, grant writing, advocacy, lobbying, and purchase of goods or services for personal use or benefit.

2. In addition, Grantee must demonstrate to the reasonable satisfaction of the Grantor that Grant performance milestones have been achieved. All requests for payment of eligible expenses shall be associated with the budget line items specified in Exhibit B (Budget Schedule A (3-1), estimated cost invoices and satisfactory Grant performance.

3. Grantees may not be reimbursed for expenses paid through Cash app or other similar peer-to-peer payment platforms, since such platforms create issues for recordkeeping, auditability, and compliance with grant regulations.

4. The Grantee shall not supplant funds or seek reimbursement for expenses that may be reimbursed by another grant (Federal, District, or private) either prior to or subsequent to reimbursement by the Grantor.

5. The Grantee must have the capacity for bookkeeping and accounting services required to track Grant expenses and create payment requests in keeping with Federal and District requirements, either on staff or by a third-party contractor.

6. The Grantee shall create and submit payment requests in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the Grantee to create and submit invoices by selecting the applicable purchase order number which is listed on the Grantee's profile.

7. All Grantees must be registered in the portal prior to invoice submission. The vendor portal website is **https://cfo.dc.gov./supplier_portal**. Please log onto the portal for further details and instructions. Questions can be submitted to suppliers@dc.gov.

B. Form of Submission of Payment Requests

1. The cover sheet to the reimbursement package must be the 30A Form of the Department [RCSD DHCD 306A Revised October 2024]. No other cover sheet is needed. This form should contain the Purchase Order Number, the IDIS Number, and the Partial Payment Number in accordance with Department's guidelines.

Payments requests are contingent upon certification by the Grantee in the following form as contained on the 306A (RCSD DHCD 306A Revised October 2024). The Certification is to be made by the chief executive officer, or the chief financial officer or the chief operations officer if the Governing Board has authorized this officer to act on behalf of the board to sign.

"I certify that all items, quantities and prices of work and material shown in the requisition are correct to the best of my knowledge and belief. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information , or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812." (2 CFR 200.415)

2. Page 2 and Page 3 shall be the Reimbursement Request A 3-1 and A 3-2.

3. Page 4 shall be the Invoice Cover Sheet with:
   a. A unique identifier (e.g. a row number or brief alphanumeric code) shall be assigned by the Grantee to non-personnel invoices and with the same unique identifier marked on each and every supporting document (e.g. receipt, proof of payment, cancelled checks, contracts, scopes of works, services rendered, vendor statement or document, Grantee's notes) submitted. The unique identifier shall be listed on the invoice cover sheet.
   b. Vendor's name
   c. Remittance address
   d. Invoice number
   e. Invoice date
   f. Contract number (also known as Grant Number)
   g. Purchase order number (if any)
   h. Invoice Amount
   i. The Amount which the Grantee is requesting reimbursement
   j. Quantity of goods/services delivered. Deliverables. Shipping and payment terms
   k. Other substantiating documentation that justifies and supports the payment request.

4. Page 4 and subsequent pages as needed shall include the supporting documents for the reimbursement request including signed timesheets, payroll reports, invoices from vendors marked as described above. (See Section E below.)

C. HUD Related Requirements

1. Federal regulations require that reimbursement under the Grant is tied to (a) beneficiary data reporting and (b) program performance. Failure to meet reporting deadlines for performance and/or beneficiary service data will suspend temporarily the processing of Grantee payment requests. Staff unavailability does not waive the requirement to meet reporting deadlines, and Grantee shall ensure that adequate staff are trained or cross-trained to prepare and submit reports timely.

2. The Grantee should be aware that HUD maintains an *Integrated Disbursement and Information System* ("IDIS"), a database in which the Grantor must make reports during the performance period on each Grantee's account. HUD flags subrecipient accounts when reporting is not provided by a deadline. Such a flag shall constitute a default. Multiple flags or failure to meet the conditions for HUD to remove a flag may result in suspension or termination in keeping with Section XII (C) of this Agreement.

D. Schedule for Submission of Reimbursement Requests

1. Requests for reimbursement shall be submitted in a timely manner by the date due. Failure to meet a deadline shall constitute a default.

2. On the 10th day of each month, the Reimbursement Request shall be for the prior month; provided however, the September reimbursement request must be submitted earlier in October on the date specified by the Office of the Chief Financial Officer of the District of Columbia, which is usually between the 5th and 7th day of October. *(Grantee may wish to use other funding sources for the late September payroll to facilitate meeting the deadlines.)*

3. In order to close-out the grant by September 30th, the October request should be the only request submitted in September.

4. The monthly schedule for submission is as follows:

Month	Due Date
March	April 10th
April	May 10th
May	June 10th
June	July 10th
July	August 10th
August	September 10th
September	October 5th or 7th as specified by the DC CFO
October	November 10th
November	December 10th
December	January 10th
January	February10th
February	March 10th

5. As applicable, expenses incurred pursuant to a project commitment in IDIS that has been approved by the Grantor and are otherwise eligible for reimbursement at the Grantor's sole discretion, may be reimbursed, regardless of when those expenses were incurred.

E. Source Documentation

1. All costs and obligations incurred under this Grant Agreement must be supported by source documentation (e.g. invoices, receipts, contracts, canceled checks, etc.). Documentation may also include approved time distribution sheets and certified payroll reports for employees and contracts.

2. The Grantee must satisfy all documentary requirements to the reasonable satisfaction of the Grantor prior to the disbursement of Grant funds.

F. Requirements Applicable to Disbursed Funds/No Escrow

1. Grantee shall not escrow Grant funds. However, nothing shall prohibit the Grantee from supplementing funding for these activities from other sources including other grants, funders or donors.

2. Any cash advances disbursed pursuant to this Agreement must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate

cash requirements of the Grantee in carrying out the purpose of the Grant. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct Grant program or project costs and the proportionate share of any allowable indirect costs.

3. If at any time it is determined that more Grant funds are disbursed to Grantee than what was required by the Grantee's immediate disbursement needs, Grantee shall immediately return to Grantor the excess funds.

4. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations or fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee.

G. The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect cost rate, as further described in Section (C)(4) and Section (C)(5) (Reporting Requirements) below.

H. In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant proceeds within three (3) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant proceeds, unless another date shall be agreed to be the parties in writing. The Grantor reserves the right to recover such losses by any legal remedy available.

Section VII. Budget Modifications

A. Any amendments to the budget (change in the amounts specified in the individual cost categories set forth in Exhibit B). may be approved by the Grant Administrator, so long as the total amount of the budget is not exceeded.

B. Any increase in the total Grant amount must be approved by the Director of the Department. If the change is made at the request of the Grantee, the request shall be in writing dated and shall be submitted on a Budget Modification Form, attached hereto as Exhibit E.

1. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and dated using the appropriate excel format or the appropriate online portal if available.

2. The Grantee shall make modification requests by June 1st, to allow sufficient time for processing prior to the start of the fourth quarter of the fiscal year. No more than two modifications may be required in the performance period. Requests for modification to the budget shall not be approved after June 1, 2025, except for extenuating circumstances specified in writing, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion.

3. The Department will not approve reprogramming of personnel funds for positions not filled in compliance with this Agreement and Grantee's personnel policies submitted to Grantor. If at any time DHCD requires a more detailed budget breakdown than the one contained herein, the Grantee shall provide such supplemental budget information in a timely fashion and in the form and content prescribed by DHCD.

Section VIII. Conditions Precedent to Grant Closing and Grant Disbursement

Grant closing shall mean the date on which Grantee has satisfied all conditions precedent to execution to the satisfaction of the Grantor, at which time both parties have executed and delivered the Grant Agreement. No Grant proceeds shall be disbursed prior to Grant closing.

The following conditions must be met prior to Grant closing:

A. Eligibility Determination. Determination by the Grantor that Grantee's proposed Grant activities meet eligibility and national objective requirements specified by the CDBG Program regulations at 24 CFR §§ 570.200 through 570.209. Grantor has determined that the proposed Grant activities are eligible for CDBG Program funding pursuant to 24 CFR 570.201(e) (provide housing counseling services to low- to moderate-income households).

B. Environmental Clearance. Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historic preservation reviews, and HUD has issued an approval of the release of funds.

C. Due Diligence Submissions. The following items must be delivered to DHCD for approval prior to Grant execution and Grant closing:

1. Articles of Incorporation, organizational by-laws and certification of nonprofit status.
2. Board/Corporate Resolution, memorializing
   a. the Grantee's intent to enter into this Agreement
   b. identifying the total Grant amount of the award
   c. identifying the Grant Number
   d. identifying the funding source(s) of the award, and
   e. identifying the authorized person by name and title who is authorized to sign on behalf of the corporation to enter into this Agreement.
3. Certificate of Good Standing
   a. issued by the DC Department of Licensing and Consumer Protection (DLCP)
   b. certified within 6 months of the Effective Date of this Agreement.
4. Certificate of Clean Hands
   a. issued by the DC Office of Tax and Revenue (OTR)
   b. certified within 90 days of this Agreement.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia to carry out the Grant activities.
6. Evidence that Grantee has obtained insurance, as provided in Exhibit H. If the renewal period for any insurance requirement occurs during the Grant performance period, the Grantee is required to submit to the Grantor evidence (Certificate Of Insurance) of insurance renewal to cover the remaining Grant performance period.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Effective Date.
8. An Affirmative Action Plan ("AAP") must be submitted by the Grantee for review and approval by the District prior to Grant execution and the disbursement of any Grant proceeds. The AAP shall be in a form to be determined by the District and must detail the Grantee's efforts to comply with the District's goals for achieving equal employment in District government contracts and set forth specific standards for the utilization of minorities in all job categories, as required by Mayor's Order 85-85 and District law.
9. Drug-free Workplace Certification (Exhibit F).
10. Debarment affidavit and verification confirming that Grantee is not debarred or suspended or otherwise excluded from or ineligible for participation in federal or District assistance programs under Executive Order 12549 or District law.

D. Opinion of Counsel. Grantee shall submit a written opinion of the Grantee's attorney, which states that the attorney has read the Grant documents and that the Grantee:

- Is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary.
- Has the full authority and legal right to carry out the terms of this Grant Agreement and all documentation required hereunder to be executed by Grantee; and
- Has taken all actions to authorize the execution, delivery and performance of this Grant Agreement and any documents required to be executed in connection with the Grant according to their respective terms

The Opinion shall further state that none of the aforesaid actions, undertakings or agreements violate any restriction, term, condition or provision of the Grantee's organizational documents or any contract or agreement to which Grantee is a party or by which it is bound. The Opinion must identify the Grant Agreement by name and Grant number, and the counsel must specifically identify the documents upon which the Opinion is based.

E. Current on District Obligations. Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant, including all local taxes and charges affecting Grantee's business.

F. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Proceeds, including, but not limited to the Council of the District of Columbia and the Chief Financial Officer of the District of Columbia.

G. Clearance Approval issued by the DHCD Office of Program Monitoring.

Section IX. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. The Grantee shall cure all report deficiencies identified by the Department and resubmit for approval by the Grantor within 14 calendar days of the notification. The requirements of monthly and quarterly reports {VII.(A) and (B) are in Exhibit C.}

A. Monthly Reporting

Monthly Performance Reporting. The Grantee shall use the online reporting portal provided by the Grantor and shall provide a complete performance report by the 10th day of each month reporting on Grant activities, accomplishments and performance of the prior month. Failure to submit the report by the tenth day of the month following the end of each

month shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

B. Quarterly Reporting

On the 10th day of January, April, July, and October, the following quarterly reports for the previous three months shall be due and provided by the Grantee in the form and method required by Grantor:

1. Quarterly Report on **Beneficiary Data and Demographics** (separate reports for PS, NPS and NRSA).

2. **Banking Report** (as applicable)

3. **Non-expendable Equipment Inventory Report** (as applicable) (the purchase or lease of non-expandable equipment). The purchase of all computer equipment must have prior approval from the Department.

4. **Procurement Report** (as applicable).

5. Copies of the **Minutes of the Board of Directors** meetings, which took place during the previous quarter; and

6. **Language Access Report** (optional) If services are provided in languages other than English, we encourage a language access report to be made.

Failure to submit any or all Quarterly Reports by the tenth day of the month following the end of a quarter shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

C. Additional Report Requirements

The following reports are due to the Department within the timeframes indicated below. If these documents were previously submitted, they must be updated and resubmitted.

1. Fringe Benefits Report

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects funded from the proceeds of this Grant shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefits rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the change. The report shall be submitted to DHCD within fifteen (15) days of Grant execution.

The fringe benefits rate for any personnel costs funded by this Grant shall not exceed 20% of the base salary rate indicated in Schedule A Form A (3-2) of the budget (Exhibit B).

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to the date of the Offer Letter.

All personnel costs approved under this Grant Agreement must be filled within ninety (90) days of Grant execution or within ninety (90) days of the vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than ninety (90) days, whether intermittent or consecutive, at any time during the Grant period may result in the loss of funds for the position.

Grantee must submit transcripts of training or continuing education for individual staff and counselors to the Grantor.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with CDBG funds, in accordance with the requirements specified in 2 CFR Part 200 (Exhibit D). The property inventory list must include, at a minimum, a short

description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

a. The Grantee shall submit a budget and Cost Allocation Plan showing its direct and indirect costs and the allocation of such costs to the Grantee's activities, including the administration of the activities and services provided under this Agreement. The plan must show all allowable and unallowable costs and how such costs are included in the direct and indirect costs in accordance with 2 CFR Part 200.

b. A current Cost Allocation Plan must be submitted no later than thirty (30) days following Grant execution.

c. The Cost Allocation Plan must include all sources of funding for the Grantee, including this, Grant and to which program/cost centers each source has been applied using the Grantee's chart of accounts (referencing individual budgetary line items).

The Grantee must provide:
i. the total amount of funding from each funding source,
ii. the total staff employed by the Grantee, regardless of funding source, staff allocation per grant/program and the estimated percentage of time spent per grant program.

d. As required by HUD, the Cost Allocation Plan is subject to approval by the Grantor. The Grantee shall cure any defects or omissions in the Cost Allocation Plan within 60 calendar days of the notice to cure.

e. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. The waiver request must detail the reasons for the waiver request and include a copy of the relevant audited financial statements.

f. Claims for reimbursement of documented Grant expenses shall comply with 2 CFR Part 200 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.

5. Indirect Cost Rates

a. Grantees may request reimbursement for indirect costs based on their Cost Allocation Plan. The Cost of Allocation Plan must be reviewed and approved by the Grantor. The Grantee is required to keep records of the expenses charged to the Indirect Cost Rate for monitoring and close-out.

Grantees with Indirect Cost Rates are required to use their indirect cost rate. Grantees with provisional rates must demonstrate the rate is not expired or that it is currently used by a Federal Agency in awarding Federal funds to the Grantee during the current Fiscal Year. Other Grantees may use the Federal *de minimis rate* of 15%. In either case (*De Minimis rate* or Federally Approved rate), Grantee shall maintain records (available during monitoring, or close-out or upon request) indicating which costs in the cost allocation plan and the dollar amount have been attributed to the Indirect Cost.)

Indirect cost rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with supporting documentation. DHCD will not make adjustments to indirect cost rates after June 1st.

The Grantor does not issue or award Indirect Cost Rates.

Grantees who wish to obtain a Federally authorized Indirect Cost Rate are encouraged to contact the "Cognizant Agency" which is the US Department of Health and Human Services.

b. For all personnel costs funded under this Agreement, Grantee must maintain documentation for use of indirect cost funding and provide the same when requested for verification of expenditures in keeping with the approved cost allocation plan, including, but not limited to cancelled checks, employee signed and supervisory approved employee time sheets, invoices and bank records.

c. Expenses charged to an indirect cost rate must be accompanied by and cross-referenced to and reconciled with an independent audited financial statement, which accounts for all (grant funded and non-grant funded) activities by the Grantee during the fiscal year in which the indirect cost rate is based.

6. Organizational Audit

Grantee must submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year.

Note to All Grantees: All Grantees must ensure their financial records are available for review or audit by appropriate officials of the Federal Government and the District Government.

7. Auditor's Management Letter.

Grantee shall submit an auditor's Management Letter to the Grantor at the time it submits the annual audit.

8. Procurement Policy, Accounting Policies and Procedures, and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution, the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of the Grant. These policies and procedures shall be in accordance with the requirements of 2 CFR Part 200. The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

If the Grantee has previously submitted these documents, and the documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a certified statement (the "Re-certification Letter") to the Grant Administrator indicating when the most current document was submitted to the District and certifying that no changes to these policies and procedures have since been made.

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D. Summary of Report Deliverables and Receipt Due Dates:

	Report	Receipt Due Date
1	Monthly Performance Report	No later than the 10th day of each month
2	Quarterly Beneficiary Data	No later than January 10th, April 10th, July 10th and October 10th – a separate report for each use: PS-NPS-NRSA
3	Language Access Report (Optional)	No later than January 10th, April 10th, July 10th and October 10th
4	Fringe Benefits Report	Within 15 days of Grant execution
5	New Hires/New Employees Information (Job Description & Resume) HUD certificate if certified counselor	10 Days prior to the Offer Letter of Employment being sent to the candidate
6	Notice of Vacant Position	Within 10 days following the vacancy
7	Non-expendable Equipment Report	Within 15 days of Grant execution and quarterly thereafter
8	Procurement Policies and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
9	Accounting Manual and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
10	Cost Allocation Plan (based on and tied to the most recent audit)	Within 30 days of Grant execution
12	Independent Financial Audit	Within 90 Days of the Close of the Grantee's Fiscal Year

	Report	Receipt Due Date
13	Single Audit Report (if applicable)	Within 30 Days of submission to the Federal Audit Clearinghouse
14	Auditor's Management Letter	Submitted with the submission of the Audit
15	Requests to revise Budgets and/or Workplans	Prior to the 1st day of June
16	Grantee's Close-Out Report (Section XV.) Inventory Report & Annual Report	Within 90 Days of the end of the Term of the Grant.
17	HUD 9902	Within 30 Days of Submission to HUD
18	HUD Monitoring Report	Within 30 Days of Receipt from HUD monitor or the HUD intermediary monitor.

Section X. Accounting/Audit Requirements

A. Accounting System

1. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in Exhibit B.

2. Accounting records should be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.

3. Any funds provided to the Grantee or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest-bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

Grantee shall submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year, contingent on the following:

1. Grantees receiving an aggregate of $1,000,000 or more from all funders in Federal funds must in accordance with Federal regulations obtain an independent audit (Single Audit Act of 1984 , Single Audit Amendments Act of 1996, and 2 CFR Part 200). A standard audit may be supplied pending the completion and submission of the Single Audit.

2. Grantees:
   (a) Required to be audited by any State or political subdivision(s) thereof (whether by statute or regulation) or
   (b) Who conduct an audit to submit to any government or private funder, or foundation or corporate funder or
   (c) Whose governing body or senior management obtains an audit,

   shall be required to submit that audit to the Grantor upon receipt of the same.

If the Grantee is not audited in accordance with (1) and (2) above, the following shall apply:

3. A Grantee whose corporate entity receives or expends less than $999,999 as reported to the Internal Revenue Service in the 990 Tax Return without amendments, deletions or summarized details must file with the Grantor a financial report prepared by an independent Certified Public Accountant and certified by the same that contains:
   - income statement or Statement of Activities,
   - balance sheet or Statement of Financial Position,
   - statement of Functional Expenses by program or cost centers such statement to break out separately the Grantor's funding by Grantor's program(s) separately from all programs or cost centers used.
   - statement of cash flows, and
   - independent review and certification of the financial statements including a review of the management's financial internal controls.

   In addition, the nonprofit organization must file a biennial audit that covers both years within a biennial period. See 2 CFR Part 200, Subpart F.

4. The Grantee shall fully clear any deficiencies noted in the audit reports within sixty (60) days after receipt by the Grantee.

5. . Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default of this Grant and may result in the withholding of future payments and/or debarment from participation in future Grants.

Section XI. Grant Administration

The Grant Administrator is:

William Winston
Associate Director for Community Services
DC Department of Housing and Community Development
1909 Martin Luther King Avenue SE, Room 304
Washington, D.C. 20020.

The telephone number is (771) 208-9628. All concerns regarding the technical implementation and interpretation of this Grant are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line-item changes and terms) where there is no dollar increase.

Section XII. Repayment of Grant Funds/Grant Performance Monitoring Default and Remedies

A. HUD Monitoring

The Grantee is subject to monitoring by HUD and agrees to provide all required information, data, records, files including client files, case notes, correspondence and emails, reports, beneficiary data, performance data, financial records, supporting documentation, to satisfy HUD monitoring. Notwithstanding the date of a finding by HUD, should HUD make a finding, the Grantee shall be responsible to cure the defect, and should HUD require repayment of Grant funds for any reason to the Federal Government, the Grantee shall be responsible for repayment in the amount specified by HUD. Repayment shall be made to the District of Columbia and by the District to the Federal authority in satisfaction of the HUD requirement. HUD monitoring is not confined to the performance period but extends through the record retention period provided in Section XV.

B. Grant Performance Evaluation

1. DHCD will monitor the performance of the Grantee to ensure that the goals and performance standards stated in the Statement of Work and Work Plan and RFA are being achieved according to schedule and within budget.

2. All records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. Grantee shall make timely submission of all information and/or records requested by DHCD or HUD to assess performance under the Agreement.

C. Suspension or Termination of Grant Assistance

1. In accordance 2 CFR 200.340 and 200.341 and 200.343, suspension or termination of CDBG Grant assistance may occur according to the Default provision in subsection D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner.

2. If Grantee fails to correct the substandard performance within thirty (30) days after receiving written notice from DHCD, suspension or termination of this Agreement will be initiated.

3. In accordance with 2 CFR 200.340(a), suspension or termination of Grant assistance may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

Subject to any applicable notice requirement and right to cure, the occurrence of any of the following shall constitute an event of default:

1. Failure to comply with any of the CDBG Program rules, regulations or provisions referred to in this Agreement, or such other Federal or District statutes, regulations, executive orders, District of Columbia mayoral orders, HUD rulings, policies or directives applicable to this Grant:

2. Failure to comply with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement.
3. Substandard performance by the Grantee or any of its agents under this Agreement, as determined in the sole and reasonable discretion of DHCD; or
4. Improper use of funds provided under this Agreement.

A determination of default shall be made in the sole and reasonable discretion of DHCD.

E. Remedies for Default

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of a written notice to the Grantee, Grantor may take one or more of the following actions, as determined in its sole discretion:

1. Terminate and suspend further disbursement of any remaining Grant assistance.
2. Disallow all or part of the cost of the activity or action that is not in compliance with this Agreement.
3. Wholly or partially suspend or terminate the current Grant award; or
4. Take other legal remedies that may be available.

F. Termination for Convenience

The Grant may be suspended or terminated on the basis of convenience as provided in 2 CFR 200.340(a).

G. Reversion to DHCD of Grant Assistance

1. Upon default by the Grantee under the terms of subsection D above, which has not been cured, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request the following:

i. Any Grant funds in its possession (whether or not committed),
ii. Any accounts receivable attributable to the use of Grant funds; and
iii. The portion of any income directly generated by (or the prorated proportion of) Grant funds for the activities described in this Agreement.

2. Upon final completion of the projects and activities for which CDBG funds have been provided by DHCD, expiration of the term of this Agreement, cancellation, or determination of this Agreement, the Grantee shall transfer any unspent, excess or surplus CDBG Grant funds, to include accounts receivable attributable to the use of the CDBG funds.

H. Grantor Non-Waiver

DHCD's delay or failure to act with respect to a breach by the Grantee does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section XIII. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, and 2 CFR Part 200, as deemed applicable by the Grantor. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Fund Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Organizational Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter arising from this Grant Agreement.

D. Cancellation Ceiling

In the event of cancellation of the Grant because of non-appropriation of funds for a specific fiscal year, there shall be a cancellation ceiling of zero dollars.

E. Anti-Deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, Grantor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code§ 47.105. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-Deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section XI. of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements.
2. Performing technical evaluations as required.
3. Interpreting the Statement of Work and other language in the Grant.
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with the District and other laws and regulations applicable to the Grant.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

George H. Lambert, Jr.
President & CEO
Greater Washington Urban League
2901 14th Street, NW
Washington DC 20009
(202) 265-8200
glambert@gwul.org www.gwul.org

H. Misuse of Grant Funds

Any alleged fraud, waste, abuse or mismanagement of Grant funds shall be immediately reported to the Grantor and the District of Columbia Office of the Inspector General ("OIG"). The OIG may be reached at (202) 724-TIPS (8477) and (800) 521-1639 or at oig.dc.gov

I. Nonassignability

Grantee will not sell, assign, pledge or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

Section XIV. Insurance

A. The Grantee shall obtain at least the minimum insurance coverage set forth in this Section XIV. and Exhibit H prior to the Effective Date and keep such insurance in force, as may be applicable, throughout the Grant period of performance.

B. Fidelity Bond: The Grantee must procure Fidelity Bond coverage in an amount equivalent to the total Grant budget. Pursuant to 2 CFR Part 200, Fidelity Bond coverage is required to protect the District's interest in the dollar amount of the Grant. Should Grantee be unable to procure a Fidelity Bond, Grantee shall submit proof that it has obtained general liability insurance that covers internal employee criminal activity or directors' and officers' liability insurance.

Section XV. Records Retention/Access

A. Records Retention

The Grantee shall retain all records demonstrating compliance with CDBG requirements and that are pertinent to this Grant for no less than five (5) years from Close-out of this Grant Agreement, including any extension thereof made in accordance with Section XVI. [Option to Extend] and including but not limited to Close-Out in IDIS of any HUD requirements. See Exhibit 5.1 in this link: https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-5.pdf

B. Extension of Retention Period

Notwithstanding the foregoing retention requirement in paragraph A above, if any litigation, claim, HUD monitoring or audit is initiated before the expiration of the retention period, records shall be retained for a period of not less than four (4) additional years following completion of the actions and resolution of all proceedings (e.g. litigation, claim, HUD monitoring or audit) involving the records.

C. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility, progress and achievement toward program goals and secure such records in a manner subject to applicable privacy laws. Such data may include, but is not limited to, client name, address, income level, case notes, correspondence and a description of service(s) provided. The Grantee shall use software which is HUD compliant to maintain client records. The Grantee shall transmit client records and files in a manner that is compliant with HUD's Personally Identifiable Information (PII) requirements.

D. Access to Records

All Grantee books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Grant funds shall be made available to the Department, HUD, its designee, representatives of the Inspector General of the District of Columbia or the Office of the DC Auditor at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.

E. National Objectives

The Grantee agrees to maintain documentation that demonstrates that the activities carried out with CDBG funds provided under this Grant meet the CDBG national objective of benefiting low- and moderate-income persons, as defined in 24 CFR part 570.208.

F. Copyright

If this Agreement results in any copyrightable material or inventions, DHCD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Section XVI. Federal and District Public Policy Requirements

Grantee shall fully comply with the following Federal and District policy requirements, as deemed applicable by Grantor:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federal-assisted and federal conducted programs and activities .

C. The requirements of Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

D. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.-) and implementing regulations at 24 CFR I part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

E. The requirements of Executive Order 11246, as amended by Executive Orders 11375. 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

F. The Conflict of Interest provisions of Federal and District laws strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of Federal funds to comply with 2 CFR 200.317 to 200.327 and

any sections of Title of 24 the Code of Federal Regulations concerning CDBG funding which are more restrictive than the Uniform Guidance Code for use of CDBG funds. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within (fifteen) 15 business days of execution of the Grant Agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict-of-Interest declarations to be executed by each employee and board member.

G. The Hatch Act. Chapter 15 of Title V. United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

H. The National Environmental Policy Act or other legislation implemented by 24 CFR part 58.

I. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement as Exhibit F.

J. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991H FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.

2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any grant,

or the entering into any extension. continuation. renewal, amendment of modification of any grant.

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and

c. He or she will include the language of the certification in all sub- grant awards at any tier and require that all recipients of sub-grant awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this Grant imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure, as the applicable grant shall so provide.

K. The Americans with Disabilities Act of 1990 (ADA) - Notwithstanding anything contained herein to the contrary, during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

L. The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are applicable pertaining to economic opportunities for low and very low-income persons. 24 CFR part 135.

M. First Source Program - Contractors and subcontractors of a government-assisted Project totaling $300,000 or more must comply with the District's goals for the recruitment, referral and placement of District residents. See D.C. Law 5-93, as amended, D.C. Official Code§ 2-219.01 et seq.

Section XVII. Close-Out Provisions

Activities and tasks during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor, and determining the custodianship of records (which shall remain the responsibility of the Grantee unless a determination is made otherwise). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over District appropriated funds and the record retention period, whichever is longest. Grantee shall submit the following items within the time frames indicated in this Section after completion of Grant activities or expiration or termination of this Agreement.

1. All activities are eligible, were completed and met a national objective.
2. All grant funds were expended in full, or all remaining funds are to be returned to Grantor.
3. All reporting requirements were completed and submitted (except for the final report that is submitted during the closeout process).
4. Any special conditions were met; and
5. All deficiencies or corrective actions affecting the Grant were resolved.

A. Grant Close-Out Report

The Grantee shall submit to the Grantor a Grantee's Close-Out Report ("Report") within ninety (90) days after expiration of the Grant term, termination of the Grant, or final payment for activities under this Agreement, whichever occurs later. This Report, at a minimum, shall include a narrative of the Grantee's completed tasks based on the activities, performance measures and goals set forth in the Statement of Work. The Report shall be completed using a form provided by the Grantor. The Grantee shall provide any information or data Grantor requests for Close-Out. In the Grantor's sole discretion, the reporting provided during the term of this Agreement may be accepted in lieu of the Grantee's Close-Out Report if those reports contain all information required in this section.

B. Documentation of Expenses

Within ninety (90) days after the expiration of the Grant, the Grantee shall provide to Grantor documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses.

C. Equipment Inventory

The Grantee shall submit to Grantor a list of all furniture, fixtures, equipment and vehicles purchased with Grant funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with 2 CFR Part 200.

D. Audit

The Grantee shall submit an audit or financial statement, as applicable, and as provided in Sections IX and X. of this Agreement.

E. Transfer of Records

Grantee shall, within ninety (90) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

F. Grantee's Obligations

The Grantee's obligations to DHCD remain in effect through the period of record retention as stated in Section XV.

Section XVIII. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion, and if legally permitted, extend the term of the Grant no more than two (2) times for one-year terms, or any fraction of one year, or multiple successive fractions thereof.

B. Grantor will endeavor to provide Grantee a preliminary written notice of its intent to extend at least thirty (30) days before the end of the Grant Term. The preliminary notice does not commit the District to an extension or authorize additional Grant funds to Grantee.

C. Any extension of this Grant is contingent upon the appropriation of funds for the applicable time period. However, the availability of funds shall not obligate the District to extend the Grant.

Section XIX. Total Agreement

The Grant Agreement, including specifically incorporated documents (to include the approved Statement of Work, the Work Plan, the approved Budget and the Grant attachments) constitute

the total and entire agreement between the Parties. Grantee understands and agrees to comply with the incorporated references contained in this Agreement and all applicable District and Federal laws and regulations.

Section XX. Applicable Law.

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia, unless otherwise controlled by federal law. In any proceeding relating to this Grant Agreement, each of Grantor and Grantee, hereby irrevocably submits to the jurisdiction of the Courts of the District of Columbia for the purposes of any suit, action or proceeding arising out of or relating to this Grant or transactions contemplated hereby.

Section XXI. Severability.

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XXII. Amendment.

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Grant activities, or the amounts specified in the Budget without the prior written approval of Grantor. The Grantee may request in writing approval of any proposed change to the Statement of Work or Workplan or the amounts specified in the eligible cost categories of the Budget and shall provide adequate supporting information and a revised budget along with its request. All such requests must be signed and dated.

Section XXIII. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or fully, by the Department.

1. The written or printed materials must include the authorized DHCD logo.

2. Written or printed materials include, but are not limited to, newspaper, radio and television announcements or advertisements, websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.
4. Grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to Grantee.
5. Grantee must provide copies of all marketing materials, brochures, flyers and other materials that publicize grant-funded activities to Grantor via email at dhcd.occo@dc.gov

Grantee shall publicize, as appropriate, to its constituency through social media, print, and online postings, DHCD communications and events that are related to Grant supported activities.

Section XXIV. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code§ 2-531 *et seq*. provides for the disclosure of public information. Specifically, the law provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Official Code § 2-1701(13).

This serves as your Notification that information /documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code§ 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXV. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, homeless status, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Sexual harassment is a form of sexual discrimination which is prohibited by the Act and Mayor's Order 2023-131 (Updated District Government Sexual Harassment Policy, Guidance, and Procedures), which is attached hereto as Exhibit I.

The prohibition against workplace sexual harassment extends to third parties doing business with or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies. By executing this Agreement, Grantee affirms that it will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1 I 00 et seq. In addition, harassment based on any of the above protected categories is prohibited by the Act Discrimination in violation of the Act will not be tolerated.

Section XXVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addresses:

NOTICE TO GRANTEE:

Greater Washington Urban League
2901 14th Street, NW
Washington DC 20009
Attn: George Lambert (President & CEO)

NOTICE TO GRANTOR:

D.C. Department of Housing and Community Development
Community Services
1909 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
Attn: Director

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-03
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTOR SIGNATOR PAGE]

DISTRICT OF COLUMBIA, a municipal Corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Colleen Green
Director

Legal Review:

Julia Wiley
Office of the General Counsel
Department of Housing and Community Development

3/19/25
Date

[Signatures continue on the next page]

DHCD Contract No. 2025-03
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

{GRANTEE SIGNATURE PAGE}

GREATER WASHINGTON URBAN LEAGUE, INC.
a District of Columbia non-profit corporation

George H. Lambert , Jr.
President & Chief Executive Officer

03/31/2025
Date

Exhibit A Services to be Provided

- Statement of Work
- Section 3.2 Services (from the FY25 RFA)
- Workplan as approved by the Grantor

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education and training services to support DHCD's housing programs and initiatives, and to promote compliance with District housing regulations. All of the services are intended to empower potential homeowners, actual homeowners, and tenants for the purpose of preserving of affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership; (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached workplan and performance measures. Marketing and outreach for the services provided is a activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of these service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling; (b)the Grantee's additional knowledge of the individual and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and it shall be maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow up and conduct a final assessment of the impact of the services provided. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A4: Inclusionary Zoning Orientation
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program

CATEGORY C: TENANTS AND TENANT GROUPS
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

SECTION 3: PROGRAMMATIC REQUIREMENTS

3.1 Eligibility for Federal Funding

The services in this RFA will be conducted through grant agreements using Federal funds (Community Development Block Grant (CDBG) and, as available, some District Funds. The Department will provide a full informational briefing to the awarded grantee(s) about the grant funding source's ongoing administrative and programmatic requirements. Whether grants awarded under this RFA are funded locally or with federal funds, all grants will be managed to the higher standards and requirements whether Federal or District.

Federal regulations have established national objectives requiring all CDBG-funded activities beneficiaries to be at least 51% low- and moderate-income persons or households. The national objective is achieved through "limited clientele benefit"—that is, by verifying the incomes of each beneficiary of the services provided. The applicant must demonstrate that it has the capacity and the intention to verify the household incomes of beneficiaries to meet the national objective of providing benefits to 51% of low- and moderate-income persons.

Client income certification is also an important element of ongoing program activity for many DHCD housing programs. (See Section 3) Applicants should review in detail the federal income requirements for programs, activities, and grantee (sub-recipient) eligibility under the Community Development Block Grant program regulations at 24 CFR 570. 200-210,

- https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-570/subpart-C?toc=1

and HUD Housing Counseling Program Regulations: 24 CFR Part 214,

ps://www.ecfr.gov/current/title-24/subtitle-B/chapter-II/subchapter-B/part-214?toc=1

3.2 Housing Services: Description of Housing Programs and Services

Please Note: Specifications and programmatic requirements may change from time to time during the award period at the discretion of the Department.

The following describes seventeen services in the Housing Counseling Program. These constitute the services for which the Department is seeking Applicants to provide services to DC residents. Applicants should select at least one service for which they are applying; however, the Applicant may select more than one. The Department is not obligated by the Applicant's selection to make an award. Applicants are responsible to demonstrate their capacity in their application to provide the services for which they have applied. Capacity includes staffing patterns including qualifications and experience, other funding resources, case management systems and programmatic activities. Historical data can also be considered in demonstration of organizational capacity. Applicants should be aware of Legal Citations noted throughout this section as well as the references to the Code of Federal Regulations (CFR).

Category A: HOMEOWNERSHIP

A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program
A6: Income Certification for the Property Acquisition and Disposition Division (PADD) Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY

B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B12: Legal Services for Seniors and/or Coop & Condo Associations
B13: Technical Assistance for Coop and Condo Associations
B14: Technical Assistance for Owners of Small Rental Properties

CATEGORY C: TENANTS AND TENANT GROUPS

C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

Each particular service has specific requirements described in the following pages. Applicants are expected to utilize this guidance in the performance of these services.

CATEGORY A: HOMEOWNERSHIP

Legal Citations Governing Program Area in Category A

Applicants to provide services in Category 1 should review in detail the following legal citations governing the District's homeownership programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for homeownership pursuant to the relevant citations.

- Home Purchase Assistance Program: DC Code 42-2601 and 14 DCMR, Chapter 25
- Employer-Assisted Housing Program: DC Code 42-2501 and 14 DCMR, Chapter 36
- Inclusionary Zoning: Legislation Pending, Bill 17-586, 17-618, 17-619

A1: HUD Housing Counseling
This activity is open to applicant organizations which are HUD approved employing one or more HUD certified counselor(s). Such counseling is often (but not exclusively) in the pursuit of homeownership or credit repair and improvement or to improve their housing condition.

Grantees of this service should be familiar with 24 CFR 5.100 and with 24 CFR 214.

Housing counseling is independent expert advice provided by a HUD certified housing counselor (24 CFR Part 214) customized to the needs of the client. It is aimed at addressing housing barriers and providing support to the client to achieve their housing goals. This counseling service must include: (1) intake (2) financial and housing affordability analysis (3) an action plan[2] and (4) follow-up counseling to implement the action plan and achieve its stated goals *(24 CFR 5.100).*

The action plan should identify the steps needed for the client to achieve his/her housing goals. These actionable steps include, but are not limited to, review of the client's credit report with explanations of its meaning and items that impact (or may improve) the credit score, creation of a budget and methodologies to track one's income and spending, debt reduction planning, and savings planning. Follow-up should track the client's progress toward the goals of the action plan. Other programs and services including group educational opportunities may complement the one-on-one counseling with a certified counselor. Counselors, therefore, may appropriately make referrals to programs and services as well as to group educational activities that support and implement the goals of the action plan.

Counseling organizations are required to maintain case files including items 1-4 above as stated in 24 CFR 5.100. It is critical that files with records and case notes be kept in such a way that if a client's counselor is no longer available, either temporarily or permanently, another certified counselor in the organization can understand based on the file the client's circumstances, action plan, progress and where the client is in achieving his/her housing goals.

Organizations providing this service should have working experience with credit counseling and repair, with consumer credit bureaus and consumer credit laws. Ideally, they should be familiar with creditor tactics, liens, judgments, repossessions, and other obstacles to credit improvement.

It is critical for the counseling organization to make efforts to keep the client engaged in the counseling process and such attempts and outreach should be documented in the case file.

In accordance with HUD requirements, counseling organizations may close files if a client does not respond to outreach efforts over 60 days. The last outreach attempt should document that the file will be closed as of a specific date if nothing further is heard from the client. If the client should return to client after the 60 days, a new file should be opened.

[2] Except for reverse mortgage counseling.

Post-purchase follow-up

a) Grantees must continue their counseling relationship with customers once they become homeowners. This follow-up should continue for a period of time after purchase to ensure the homeowner's housing stability.
b) Grantees may make use of post-purchase programs using either their own programming or making referrals to other Grantees who provide such programming (*e.g.* B1 General Home Management and B2 Foreclosure Counseling).
c) If problems arise, it will be the grantee's responsibility to address them quickly as time is of the essence, and to address them as efficiently as possible. Where the District's investment is involved, counseling should include ways to protect the DC investment.
d) When working with clients who have an HPAP deferment period ending, Grantees must provide dedicated counseling services to those borrowers. In particular, grantees will be asked to make an updated assessment of each borrower's financial status regarding the appropriateness of continued deferment.
e) Potential delinquency, or foreclosure prevention, counseling will be provided to any borrower who is experiencing difficulty.
f) If problems continue with these loan clients, this counseling will become a home preservation activity.

A2 8-Hour Homebuyer Education Class (HBE)

This activity is open to applicant organizations which are HUD approved counseling organizations employing one or more Hud certified counselors.

The Department seeks HUD Approved organizations to provide the 8-Hour Homebuyer Class. This is in support of the Department's many programs for which the 8-Hour Homebuyer Class is a requirement, and also for other DC residents who seek to take this class in preparation for homeownership and for their knowledge.

Organizations should take as a serious obligation to conduct this class with knowledge staff (HUD certified counselors). The class is conducted in a traditional in-person setting or in a virtual online setting.

Those who successfully attend and complete the class should be provided with a DHCD certification (in the format approved by the Department) indicating their completion of the class and dated appropriately. Monthly attendance and award of certificates should be reported to the Department monthly. The class should be presented frequently enough to meet programmatic needs of DHCD programs. Class dates should be provided to the Department for inclusion on the DHCD calendar. Presentations should be given by staff, not outside speakers. Grantees are welcome to collaborate in the conduct of these classes.

A3: Intake for DC Homebuyer Programs (HPAP/EAHP/NEAHP)

The Home Purchase Assistance Program (HPAP) is the primary DHCD program for first-time homebuyers. HPAP provides interest-free loans that include closing cost assistance to eligible applicants. Under this program, homebuyers may have the opportunity to purchase houses,

condominiums, or cooperative units in the District. DHCD has additional homeownership programs which are associated with HPAP, and which are targeted to specific populations or geographic areas or may meet specific home buyer needs.

The satellite programs are:

(1) The Employee Assisted Housing Program (EAHP) provides assistance to District of Columbia Government employees, who are first-time homebuyers in the District; and

(2) The Negotiated Employee Assistance Home Purchase Program (NEAHP) provides down payment and closing cost assistance to certain District of Columbia Government employees whose position is covered by specific union collective bargaining agreements.

Wherever the acronym "HPAP" is used, the same applies to the EAHP and NEAHP programs.

Prior to HPAP Application

Clients interested in HPAP assistance who have a pre-approval from a lender, should be assisted with making an application to the HPAP as expeditiously as possible. Those without a pre-approval letter from a lender are required to engage in HUD Housing Counseling (see A1 above) in order that they have the benefit of credit counseling and homeownership preparation. The action plan should include the actionable steps needed to ensure success as a homeowner and to achieve a pre-approval letter from a lender. Once a pre-approval letter has been obtained, the client with the Grantee's assistance should proceed to making their application to HPAP.

Application Process

For grantee organizations, this relationship management function includes working with first-time homebuyers throughout the homeownership application, preparation, purchase, and post-purchase process. Counseling will be focused on low- and moderate-income populations.

Once HUD credit counseling is completed the HPAP process includes:

(Optional) Applicant organizations may conduct pre-purchase seminars which include information and requirements of the HPAP programs. A DHCD Certification should be provided to attendees and recorded with DHCD.

Application Intake includes document collection of those documents needed. These should be collected in person or by means of a secure portal. Email is not considered a secure means for transmission of information which could be used for identity theft or other criminal activity. Drop-off at a staff office to an employee is acceptable.

Once the application package is complete, the organization submits to the appropriate HPAP administrator.

Homebuyer Education (8-hour class) (A DHCD Certification should be provided to 8-hour Homebuyer Education attendees and recorded with DHCD.)

Post-Purchase follow-up (Records of those follow-ups should be maintained by the organization. See Post-purchase in Service A1)

Organizations will be responsible for: (1) the application process, which includes delivery of completed applications to the HPAP Administrators; (2) completion of the application form itself and collection of all required supporting documentation, and (3) maintaining performance and reporting data, and databases as needed by the Department.

A4: Inclusionary Zoning Orientations

Introduction to IZ/ADU Programs:

The District's Inclusionary Zoning (IZ) Program requires a certain percentage of units in a new residential development, or a substantial rehabilitation that expands an existing building, be set aside as affordable units. The goals of this program are to increase the supply of affordable housing for low- and moderate-income households, to support the creation of mixed-income communities, to prevent rising home prices from driving out low- and moderate-income residents, and to leverage the expertise and capacity of the private market to develop affordable housing.

Affordable Dwelling Units (ADUs) are defined as for-sale and for-rent homes that are locally restricted for occupancy by households whose income falls within a certain range and are generally offered at a below-market rate. ADUs are generally produced in exchange for zoning relief, tax incentives, public financing, and/or the right to purchase or lease District-owned land. Specific ADU provisions, such as the affordability period, income limits, and resale restrictions, are set out in deeds, covenants, land disposition agreements, ADU administration plans and other originating documents.

ADU provisions have historically varied from project to project, as each is a result of a unique negotiation or project approval. However, ADU restrictions are becoming more standardized and more similar to standard IZ requirements.

Organization roles and responsibilities:
Provide mandatory IZ Orientation. The department's PowerPoint presentation must be utilized. Presentation and answers to participants' questions must conform to agency guidelines.

DHCD seeks organizations which will provide programmatic rental and homeownership counseling services in support of both of the above programs. Information about these

programs is available through DC Housing Search https://www.dchousingsearch.org . counselors will be required to utilize DC Housing Search, and train potential customers in how to search for affordable housing through DC Housing Search.

Grantees will be required to become familiar with the program requirements and procedures, as required by DHCD. In the last few fiscal years, the IZ program has produced approximately 400 new affordable units each year.

Orientation:
In particular, organizations are required to conduct IZ Orientations to help residents to be familiar with all programmatic requirements for the IZ program.

Organizations must conduct and coordinate this mandatory orientation session in a traditional and virtual classroom settings. They must provide interested applicants/residents with the relevant terms of the program, including next steps and other information as required by DHCD.
DHCD currently provides standard slides and certificate templates to use for this orientation and will provide training to grantees.

Completion of this orientation class is mandatory before an individual may register for the IZ program and individuals must renew registration every two (2) years to remain on the IZ registration list.

The class must be conducted at least monthly beginning within 30 days after the grantee's application is approved. Coordination of this class will include publishing upcoming class dates, accepting reservations via phone, email, or other method, allowing walk-ins if space is available, providing attendees with a certificate of completion (in a format approved by DHCD) upon completion of the class and providing at least monthly attendee data to DHCD. It will also include ensuring that attendees receive all required training materials, and shall be presented by grantee staff, not outside speakers.

Grantees must train program participants in the terms and specifics of the IZ and ADU Programs (training guidance will be provided by DHCD) and provide additional pre and post homebuyer education training.

Grantees must also provide data to DHCD on a regular basis as determined and requested by DHCD, including but not limited to the names and contact details for individuals who have received a DHCD certificate and the number of attendees at IZ orientations.

A5: Income Certifications for the IZ/ADU Units Programs

The agency seeks two organizations to provide income certifications for participants in the Inclusionary Zoning and Affordable Dwelling Units programs. Income certifications are expected to be conducted under a uniform process prescribed by DHCD and following HUD Part 5. DHCD has established requirements for approving Certifying Entities, including

specific IZ and ADU training.

Grantees are expected to become Certifying Entities pursuant to DHCD requirements. Grantee organizations will be required to ensure that program participants understand that income and occupancy restrictions apply to their IZ units and ADUs. Grantees will also be expected to complete income certifications for newly selected households and for renewing tenants. Grantees will be working closely with individuals, property management/leasing staff, sales agents and DHCD. DHCD will provide the necessary forms and procedures, but Grantees will collect the necessary paperwork from individuals and complete the income and household size verification process. Upon successful certifications, Grantees will notify DHCD and the sales/leasing staff.

Such restrictions may include but would not be limited to: (1) the specific affordability period, (2) conditions for, or prohibitions against, subleasing, and (3) resale restrictions. Ongoing outreach and assistance to occupants of IZ units and ADU is required in the areas of programmatic requirements and homeownership counseling.

A6: Income Certification for PADD Applicants

The Property Acquisition and Disposition Division (PADD) encourages vacant and/or abandoned property owners to rehabilitate and/or occupy their properties. PADD acquires vacant, abandoned, and deteriorated properties through negotiated friendly sale, eminent domain, donation, or tax sale foreclosure, when owners are unwilling or unable to maintain their properties. PADD also disposes of properties in inventory by selling them to individuals or developers to be rehabilitated into high-quality affordable and market-rate single-family and/ or multi-family for-sale or rental housing in District neighborhoods.

For DHCD, the activities of this Division create affordable homeownership and rental opportunities for low- and moderate-income households. Grantees must counsel these households as they qualify for and occupy these new homeownership and rental units. DHCD seeks one or more organizations which will provide counseling or training services for affordable units made available through PADD.

Because PADD units are not produced through a traditional homebuyer program, an intensive marketing and outreach effort to our target population will be required of grantees. Counseling services will also involve conducting income certifications and re-certifications for purposes of admission and continuing participation in this program. Income certifications are expected to be conducted under a uniform process prescribed by the Department. For PADD, grantees must ensure that program participants understand that income, or occupancy, restrictions apply to their unit. Such restrictions may include but would not be limited to: (1) the specific affordability period; (2) conditions for, or prohibitions against, subleasing; (3) potential rent increases; and (4) resale restrictions. The specific unit covenant

terms will be communicated to stakeholders by the Department, but grantees must facilitate communication with stakeholders.

A7: Public Services: General Coaching and Information

Public Services may be undertaken by Applicants which have not yet obtained HUD Approval and may not employ a HUD certified housing counselors. (HUD Approved organizations who are applying for A1 or A2 do not need to apply for this service, since they are able to provide these Public Service activities in connection with their other lines of services.

These activities are frequent but not exclusively in a group setting. These may be virtual or in-person, as long as an in-person option is provided. Grantees may utilize Homebuyer Clubs as an effective tool for keeping clients engaged in homebuyer preparation when a long-term period is needed for better positioning to be a first-time buyer.

They may include group trainings on understanding credit and credit reports and involve savings programs.

Public service staff are required to train clients to utilize available tools, such as DC Housing Search https://www.dchousingsearch.org to locate affordable housing for sale and for rent.

CATEGORY B: COUNSELING AND TRAINING FOR HOME PRESERVATION

B8: General Home Management (Post-Purchase Non-Delinquent)

Post-purchase counseling is essential for Homeowners who have purchased their homes, are not delinquent in their mortgage payments and would like to remain successful by creating a realistic financial plan to avoid financial pitfalls and protect and retain their homeownership. Post-purchase counseling is essential to understand local post-purchase behavior, especially low-moderate income homeowners, that can be supported by education and supportive programs to ensure recent homeowners understand what to do in the event of hardships. Organizations that provide post-purchase counseling sessions and education workshops will ensure their topics consist of the following:

1. Prepare a maintenance plan for major household systems and repair strategies.
2. Emergency preparedness plan to assist client in case of disaster.
3. Understand consequences of not paying taxes, HOA payments or community assessments.
4. Explain the benefits of establishing an emergency fund and retirement or tax-incentivized accounts.
5. Provide knowledge of home improvement financing options like HELOCs and give counsel on how to apply for additional financing to renovate property.

6. Access the client's understanding of the process of refinancing the home and incurring more debt.

This counseling activity may include, but not be limited to, appliance warranty disputes, contractor disputes, disputes with mortgagors, will and estate issues, including transfer-on-death deeds, etc. In this service, grantees must serve as advisor-educators and are prohibited from giving legal advice. Grantee activities should focus on low–and moderate-income populations.

B9: Foreclosure Counseling

Homeowners who are delinquent in loan payments (as well as those in danger of delinquency) need to know what options are available to them. Similarly, those in foreclosure need to know their options and resources that may assist them, especially if available legal services are available.

Organizations are required to provide foreclosure prevention counseling that helps homeowners at risk understand the foreclosure process in Washington, DC, determine their legal rights and identify options to avoid foreclosure.
Organizations will assist struggling homeowners with loss mitigation, communicate with mortgage servicers and provide services such as the following:

1. Provide advice and coaching to assist clients with creating a budget based on financial goals. Assess the current financial situation and develop short and long-term strategies to reduce expenses and debt to achieve client goals.
2. Explain loss mitigation. Explain the requirements of a loss mitigation package and evaluate the client's loss mitigation options for FHA and non-FHA loans.
3. Provide examples of mortgage default scams and ways to avoid being a victim.
4. Explain the consequences and costs associated with a foreclosure, short sale, or deed-in-lieu.
5. Explain the foreclosure timeline and devise a plan if the client is unable to stay in the home and assist the client in mortgage default recovery. Demonstrate the impact of a mortgage default.
6. Work with displaced residents seeking referrals for housing.

Grantees work with homeowners who are delinquent in their mortgage payments, or who are in foreclosure, or in post-foreclosure. These counseling services are also offered to owners of multi-family properties, and ownership associations. This counseling serves as a central element of DHCD's overall foreclosure prevention strategy.

It is critical to address the District's foreclosure crisis. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Grantees also work with the Department of Insurance Securities and Banking (DISB) to protect clients against scam operations that prey upon residents who are subject to foreclosure. Grantee organizations extract data for outreach and targeting efforts from the Office of the Recorder of Deeds, which provides a listing of all official foreclosures in the

District on a weekly basis. DHCD seeks one or more organizations that will provide foreclosure counseling services which include, but may not be limited to, all of the above-described foreclosure prevention activities.

For grantees, this counseling function means working with troubled homeowners, utilizing all foreclosure prevention or mitigation tools available, and if necessary, working with customers throughout their foreclosure or post-foreclosure process. Grantees must provide full assistance and advice to troubled homeowners. Grantees will be responsible for: (1) assessing the homeowner's circumstances, (2) educating the homeowner about the full implications of mortgage delinquency and foreclosure (3) exploring and providing options of action for the homeowner (4) providing tools or alternative support that may further assist the homeowner (5) developing and executing a best action plan for either saving the home or undertaking the best course for the homeowner, and (6) tracking the results of their counseling efforts. In addition, grantees will provide ongoing performance and reporting data and databases maintained.

Post-Foreclosure Counseling: It is critical that grantees continue their counseling relationship with customers, even if the home cannot be saved. Grantees must follow up with troubled homeowners for a period of time after any action plan has been executed. If the home has not been saved, counseling should be made available, and if necessary, referral to other needed services. If the home has been saved, counseling follow-up is also necessary to ensure that the ongoing action plan is being properly implemented. If more problems arise, it will be the grantee's responsibility to address them as quickly and as efficiently as possible.

With the passage of the Saving DC Homes from Foreclosure Emergency Amendment Act of 2010, troubled or delinquent District homeowners have the right to engage in mediation prior to foreclosure. As a result, DHCD requires grantees to provide counseling related to this mediation process.

Grantees must be familiar with the Law, its regulations, and the mediation process which has been implemented by the Mediation Administrator at the DC Department of Insurance, Securities, and Banking. Grantees must educate troubled homeowners in the decision factors related to mediation election, and, if necessary, prepare them for mediation. In some cases, counselors may be asked to accompany, or represent, troubled homeowners in the mediation process. Grantees must ensure that all customers who elect mediation complete and submit proper documentation in a timely manner. Grantees must ensure that the best interests of troubled borrowers are protected throughout the mediation process. Finally, DHCD expects grantees to follow-up after the mediation process is complete to ensure that any final mediation agreement is properly implemented.

B10: Eviction Counseling

Applicants who have HUD certified counselors or NeighborWorks America foreclosure certified counselors may offer this service. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Training should also include knowledge of laws and legal procedures governing eviction.

Eviction has long created housing instability for renters, and especially among low- and moderate-income households. For those at the lower end of the economic scale, eviction has caused not only housing instability but also employment insecurity and homelessness. Studies have shown that lack of access to legal representation has resulted in markedly different and detrimental outcomes as compared to renters who have legal representation. After legal representation, the next most effective range of services includes alternative dispute resolution (or mediation), knowledge and guidance in court navigation, and effective management of legal and tenant-landlord documents. In addition to housing instability, eviction also has credit impact for the tenant.

It is critical to provide those in danger of eviction with counseling to make informed decisions. This includes access whenever possible access to legal services. Also, appropriate training includes information about tenants' rights and obligations, the credit impact of eviction, use of payment plan agreements, understanding of court processes and procedures, and access to alternatives to court procedures. When tenancy is lost, counseling for housing alternatives is needed and a path forward to credit repair.

B11: Single-Family Residential Rehabilitation Program

The Single-Family Residential Rehabilitation Program (SFRRP) administers grants to District homeowners for roof repairs and for modifications to eliminate barriers to accessibility for persons with mobility or other physical impairments. Projects approved for SFRRP require a covenant on the property to protect the District's funding of the project.
DHCD seeks one or more organizations which will provide application intake services to SFRRP applicants throughout the grant process.

> **Mandatory Counselor Intake Training:** Grantees for this line of service are required to attend training with the SFRRP team in September to be introduced to updated aspects of the SFRRP for FY25. It is critical that the grantee have a solid understanding of the updated program and the requirements for applications. Therefore, the September training is mandatory for SFRRP intake counselors.
>
> **Application Period:** Applications for SFRRP will only be taken between October 1, 2024, and December 31, 2024. To be considered applications during this period must be complete. Lack of required documentation or information will not "hold a place" in the program if not provided before the December 31, 2024. The Department at its sole discretion reserves the right to close the program prior to the deadline if funding is depleted or no longer available.

Information Session for Applicants: The Department will provide Grantees with a PowerPoint presentation outlining the program and its requirements. Intake counselors are required to use this presentation with all potential applicants either in a group sessions (such as an Orientation) or in a one-on-one session with the potential applicant.

Grantee's and Counselor's Responsibilities: (1) use the Department PowerPoint presentation to present the program to potential applicants, answering questions from residents interested in the program; (2) complete the application document and collection of **all required** supporting documentation *(incomplete applications will not be accepted)*; (3) post-application and post-grant support; and (4) providing performance and reporting data as required.

45 Day Period: It is critical that no application be uploaded in the SFRRP portal unless it is complete with all required documents and intake form completed. If an incomplete application is uploaded in the portal, the SFRRP staff will notify the counselor and the applicant that the application cannot be accepted. The notification state that what is complete and state the **applicant has 45 days** to provide the requested information including documents. After 45 days if the application remains incomplete, the application will be closed as incomplete for funding.

Application Portal: Counselors will need to provide their name and contact information (e.g. email) when uploading in case SFRRP program staff need to follow up.

Legal Citations Governing Program Area for Category B:

Applicants to provide any service in Category B should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

- Lead Safe Washington 24 CFR, Part 35, 24 CFR, Part 85.37, Section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992
- Single Family Rehabilitation 14 DCMR, Chapter 28 First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
- Saving DC Homes from Foreclosure Emergency Amendment Act of 2010 (DC Act 18-635; 57 DCR 12404)

B12: Legal Services for Homeowners and/or Coop & Condo Associations

The Department seeks organizations to provide legal services to provide one or both of the services noted below. Grantees will conduct outreach to low- and moderate-income populations in need of these services.

- Legal Services to Seniors
  Seniors who are homeowners can be assisted by the Applicant to have legal services to assist Seniors to avoid housing instability or the loss of ownership of their home. In addition to their own attorney staff, Applicants may seek *pro bono* services from other members of the Bar.

- Legal Services to Coop-Condo Associations
  Legal services may be provided to Cooperatives and/or Condominiums ("Associations") to ensure housing stability. If Associations have problems in areas of legal entity status, required legal or financial filings, compliance issues, risk management concerns, board and member training, best legal practices, and collection of association fees (to name of few), such issues may threaten the member's housing stability, and the owners' (or members') investment in their properties. Selected applicants will provide legal services to Associations in low- and moderate-income census blocks to mitigate these concerns, to preserve housing stability of owners and to ensure well-functioning Associations and Boards.

B13: Technical Assistance for Coop and Condo Associations

The Department seeks one or more organizations to provide technical assistance to Associations. The situation many Associations may face is a need for training in best practices of Association management. Training in best practices and frequently encountered problem situations may be offered by the grantee not only to the Association Board but also to the owners in the Association. Association boards and their member owners frequently face issues of association fees not being paid, lack of income to fund reserves, special projects that would require a special assessment, and decisions of taking court action or being the defendant in a court action. These are just a few of the legal issues which may arise for the Association, in addition to the more routine matters of by-laws and required legal documents for the operation of the Association.

B14: Technical Assistance for Landlords of Small Rental Properties

Landlords of small rental properties face enormous challenges. They frequently lack the staff and the resources of large multi-family properties to deal with the many details of operations and asset management. Small unit properties cannot readily absorb mistakes or challenges.

In a ten-unit property, one vacancy is a 10% vacancy rate, while one unit in a 100-unit property is 1% vacancy rate. Yet, small unit properties are often the affordable renter properties. To preserve this housing stock as an affordable option, DHCD seeks grantees to provide Technical Support to Owners of Small Unit Properties (of 30 units or less).

Services can be provided through group training as well as through one-on-one counseling. Like many small business owners, owners can often benefit from a better understanding of accounting practices and financial statements (balance sheet, income statement, cash flow report). Knowledge of financing options is another common to many business owners. Topics such as these are particularly suitable to the needs of owners.

1. **Property Management Software:** Landlords often need help selecting and implementing property management software to track rent payments, maintenance requests, tenant information, and other critical operational data.

2. **Legal Compliance:** Guidance on navigating complex local, state, and federal housing laws and regulations related to fair housing, security deposits, evictions, and other landlord-tenant issues.

3. **Financial Management:** Guidance with accounting, tax preparation, and financial planning specific to rental property ownership and operations.

4. **Maintenance and Repairs:** Access to vetted contractors, tradespeople, and service providers to handle property maintenance, repairs, and upgrades in a timely and cost-effective manner.

5. **Tenant Screening and Selection:** Guidance and best practices with tenant screening processes, background checks, and selecting responsible renters to minimize vacancies and evictions.

6. **Marketing and Leasing:** Help with listing vacant units, advertising, showing properties, and executing leases to keep units occupied.

7. **Emergency Response:** Guidance on developing emergency plans and protocols to address unexpected events like natural disasters, property damage, or tenant issues.

8. **Asset Management Issues:** The ratios and metrics of asset management for multi-family properties provide a helpful guide to best practices. For example: Many landlords are unaware of the effect that certain metrics have in their properties. Slow "Make-Ready" times, refers to the length of time it takes to prepare an apartment to be shown to prospective tenants. Similarly, "turn time" refers to the times it takes to find a renter and receive the first month's rent. Slow turn times are also a drain on resources. When there are slow "make ready" and slow "turn times" the combined effect can be detrimental for the property's future. High turn-over rates among renters is another draw on the income. Other issues and topics include: What to do when you have a tenant who is not paying rent? What are the alternatives to eviction? How do the Court work? Are there pre-eviction resources? What legal services are available to the owner?

CATEGORY C: TENANTS AND TENANT GROUPS: SERVICES RELATIVE TO Tenants Opportunity to Purchase Act, Rental Conversion and Sale Division, and Rental Accommodations Division

The DC Tenants Opportunity to Purchase Act (TOPA) seeks to protect tenants and tenant groups from displacement due to sale of the property. The law allows tenants to purchase their apartment building. Tenants have the choice of maintaining the apartments for rent or converting to cooperatives or condominiums. DHCD seeks to preserve affordable housing in the District and limit displacement of low- and moderate-income households. For groups that choose coop or condo conversion, this provides a path to homeownership.

DHCD provides both financial assistance and technical assistance, as well as specialized organizational and development services, for tenant groups who are pursuing the purchase of their apartment buildings. Through DHCD's Development Finance Division, organized tenant associations may be provided with seed money, earnest money deposits, and acquisition and/or rehabilitation assistance. After acquisition and rehabilitation, DHCD also provides ongoing Board training and property management support to the newly formed cooperative or condominium Boards.

C15: TOPA: Pre-purchase Training

DHCD seeks one or more organizations which will provide pre-acquisition organizational and developmental counseling and training to tenant groups or tenant associations in support of their intent to purchase their building. These tenant groups must be preliminarily qualified as eligible for DHCD's Tenant Purchase Technical Assistance program. Grantees must provide the following services to tenant groups:

a) establishment of a tenant association.
b) selection and appropriate training of Board members.
c) training of captains (court, building and floor).
d) training in roles and functions of committee members; (5) training tenant groups in detail about the building purchase process.
e) training tenant associations in property management techniques.
f) provide training to the tenant association on each type of ownership; and conducting surveys of tenant associations to determine the appropriate form of ownership for their building (cooperative or condominium).

It is critical that Grantees in this service maintain an outreach to educate and inform low- and moderate-income tenants about their rights and opportunities provided by TOPA. Grantees are encouraged to make this a central aspects of their marketing plan, and to create

opportunities as well as avail themselves of opportunities to participate in educational outlets to reach tenants. Collaboration with other Grantees in this or similar service lines is encouraged. Grantees should participate in DHCD when and as those opportunities for outreach are available.

While training the tenant association, the grantee must be able to prepare and submit appropriate documentation required in the purchase process, including but not limited to tenant profiles and feasibility analyses, response to Notice of Sale of Building, preliminary development, acquisition, and rehabilitation plans, and operational plans.

The grantees must have skill and experience in negotiating the lease or purchase of the building. In addition, grantees must assist tenant groups in procurement related to the development, purchase, and rehabilitation process, including but not limited to attorneys, architects, engineers, financial and developmental consultants, private developers, appraisers, and property managers.

C16: TOPA: Post-Purchase Training

DHCD seeks one or more organizations which will provide ongoing post-acquisition counseling services which include property management and Board training for properties which have been purchased and/or rehabilitated with financial assistance from the DHCD Development Finance Division's First Right Purchase program. Generally, these are multi-family properties that have been purchased through limited equity cooperative agreements or condominium purchases. Therefore, non-profit Board training and development skill and/or experience, as well as multi-family property management skills are critical to providing effective counseling services. Services to be provided under this activity may include, but are not limited to:

a) establishing standards of evaluation for each participant's financial status and leadership capacity.
b) conducting annual management reviews of all Boards, oversee election and
c) training of new Board members.
d) assisting in the establishment of appropriate arrangements with required service providers such as exterminators, garbage collectors, landscapers, etc.
e) assisting in capital management planning and a stabilization plan for rehabilitation and/or refinancing.
f) tracking property vacancies and reviewing new applications for membership.
g) establishing and reviewing membership guidelines.
h) technical assistance in accounting, budgeting, and the preparation of financial statements for long-term financial viability.
i) providing Board of Directors with training as appropriate; and

j) other required management and support duties. Grantees will assist the condominium or cooperative in developing a budget for the overall management and carrying costs of the property.

Grantees will assist the Board and membership in all aspects of management, such as completion of the audit, Fair Housing issues, required individual, property, and Board insurance, taxes, the role of Board officers, evaluation of monthly financial performance, training on lender compliance, i.e. loan payments, income requirements. DHCD will likely negotiate assignment of specific properties to grantees for this service.

Legal Citations Governing Program Area in Category C:

Applicants to provide any service in Category C should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
Tenant Purchase Technical Assistance Program DC Code 42-3404.02
Rental Housing Conversion and Sale Act of 1980, as amended (DC Code 42-3401.01 et. seq.)
(Also known as the Tenant Opportunity to Purchase Act or "TOPA")

C17: Services for Tenants and Tenant Organizations
(in partnership with Housing Regulation Administration, Rental Accommodation Division, Rental Conversion and Sale Division).

Activities under this service will supplement and enhance the services provided by DHCD's Housing Regulation Administration (HRA), which includes the Rental Accommodations Division (RAD) and the Rental Conversion and Sale Division (CASD).

RAD administers the Rental Housing Act of 1985 (D.C. Official Code § 42-3501.01 et seq.) which regulates residential rental housing registration and the rent stabilization program (commonly known as rent control). RAD oversees rent adjustment procedures, processes notices to vacate, reviews tenant petitions prior to adjudication by the Office of Administrative Hearings and adjudicates most types of landlord petitions. RAD also proposes rules and regulations for administration of the Rental Housing Act for review and publication by the Rental Housing Commission.

CASD administers the Rental Housing Conversion and Sale Act of 1980 (D.C. Official Code § 42- 3401.01 et seq.) which regulates the sale or transfer of ownership interests under the

Tenant Opportunity to Purchase Act of 1980 (TOPA) (D.C. Official Code § 42-3401.01 et seq.), the conversion of use of rental housing to condominium or cooperative ownership and residential condominium formation and registration under the Condominium Act of 1976 (D.C. Official Code § 42-1901.01 et seq.). Further, CASD administers a Housing Assistance Payment program (HAP), under which tenants may be eligible for rent assistance if they are displaced due to the conversion of use of their apartment building to condominium or cooperative ownership.

CASD also proposes rules and regulations for administration of the Rental Housing Conversion and Sale Act of 1980.

DHCD seeks one or more organizations which will support RAD and CASD operations by providing counseling and tenant education services to tenants and tenant groups. Grantees must provide counseling and training assistance to tenants and tenant organizations regarding the District's rental housing laws and tenant and landlord rights and responsibilities.

For CASD, grantee organizations must provide counseling and training concerning: (1) tenants' TOPA rights when a landlord intends to sell, demolish, or discontinue rental housing use; (2) transfers of rental housing ownership or economic interests; (3) assisting tenants or tenant organizations in exercising their right to purchase; (4) informing tenants or tenant organizations relating to partner-investors and assigning TOPA rights; (5) conversion of use from rental housing to condominium or cooperative ownership by tenant elections, or conversion in lieu of tenant elections; (6) the Housing Assistance Payment program and relocation assistance; (7) tenant organization formation, incorporation, and registration; (8) protections for elderly or disabled tenants; (9) coercive or retaliatory activities; (10) tenant rights when rental housing is in foreclosure; (11) notices of intent to convert use from rental housing to condominium or cooperative ownership; and (12) relocation counseling for displaced tenants.

For RAD, service providers must demonstrate the ability to counsel and train tenants and tenant organizations on rent control provisions including properties that are regulated by or exempted/excluded from rent stabilization under the Rental Housing Act:

1) petition- based and annual rent increases.
2) executing and filing tenant petitions.
3) responding to landlord petitions.
4) protections for elderly and disabled tenants.
5) RAD's conciliation services.
6) notices to vacate and eviction procedures.
7) disclosures to tenants.
8) changes and decreases in services and facilities.

9) learning about and securing enforcement of housing condition regulations.
10) security deposits.
11) understanding lease provisions.
12) rent increases if a property is not under rent control.
13) appealing decisions of the Rent Administrator or the Office of Administrative Hearings; and
14) relocation counseling for displaced tenants. Note: Advocacy on behalf of tenant groups, or tenant rights assignees– including, but not limited to, legal advice or advocacy on tenants or tenant organizations' behalf in negotiations with a property owner–is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators, and not as advocacy groups. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns, or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a grantee is to ensure that tenants understand all available options.

Direct Counseling to Tenants and Tenant Groups: tenant counseling services will be designed to educate tenants in privately-owned properties about their legal rights and opportunities. This service is to be provided to tenants and tenant groups which are not subject to foreclosure and have not selected to exercise their Opportunity to Purchase Rights and/or Right of First Refusal under TOPA. It also includes providing other services and tenant education, which may not fall into the categories of services outlined above, such as eviction counseling, relocation counseling, apartment search, or apartment management.

DHCD seeks one or more organizations with the capacity to bring a range of resources to prevent involuntary displacement and to provide opportunities for continued affordable rental housing. Grantees must provide counseling services to tenants and tenant groups which include, but are not limited to: (1) outreach to tenant groups upon notice of one-year potential for subsidy expiration; (2) technical assistance in negotiations between owners and HUD relative to the renewal of federal subsidy contracts; (3) counseling for tenants in buildings where the subsidy will be lost and the tenant(s) must move; (4) counseling for tenants who are behind in their rent on best-action options; and (5) appropriately referring tenants who are in landlord/tenant disputes to all available resources. Grantees must also conduct research using the many databases and research tools available to identify properties that have a critical need for counseling assistance, including but not limited to DCHousingsearch.org. Note: Advocacy on behalf of tenant groups or tenants' rights assignee –including, but not limited to, legal advice or advocacy on tenants or tenant organizations behalf in negotiations

with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators and not as tenant advocates. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a prospective grantee is to ensure that tenants understand all available options.

Additional Legal Citations Governing Programs in Category C.

Applicants to provide any service in this Category and should review in detail the legal citations governing DHCD's rental accommodation functions:
(1) the Rental Housing Act of 1985, D.C. Official Code § 42-3501 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapters 38-44.
(2) the Rental Housing Conversion and Sale Act of 1980, D.C. Official Code § 42-3401 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapter 47.
(3) the Condominium Act of 1976, D.C.

Official Code § 42-1901 et seq.; (4) D.C. Official Code § 42-1901 et seq.; (5) the First Right to Purchase Program, title 14 of the District of Columbia Municipal Regulation, chapter 2700; and (6) Housing Conditions, Title 14 of the District of Columbia Municipal Regulations, Chapters 1 15. Submission of an application relevant to these services presumes that the applicant intends to meet all requirements to provide counseling to tenants and tenant groups pursuant to these above referenced citations.

3.3 Geographic Distribution of Services

The Department's decision to select one or more grantees to provide services will be influenced by the potential geographical distribution of service among the qualified applications received. Applicants can designate their proposed service areas in the District based on their by-laws, Board policies, etc. However, the Department reserves the right to designate any service areas it deems appropriate or necessary in making awards and negotiating grant terms. In reviewing the applicant pool, the Department's priority will be to ensure that excellent affordable housing counseling and training services are provided to all low- and moderate-income citizens of the District of Columbia. The Department will seek to bring parity in the quality of all housing services provided for all areas of the District through the award and ongoing management of these grants.

3.4 Marketing and Outreach

Marketing Plan to be submitted: Marketing and outreach are critical aspects of the grant's work. Grantees' efforts ensure these programs and services' success and desired impact. No Grantee or service is exempt from this requirement. Applicants must submit a detailed marketing and outreach plan for the services they are applying for. The plan should be detailed and not assume an understanding that has not been stated. Marketing should be included in the proposed budget and work plan.

DHCD will review and approve the marketing plan. In accordance with agency policy, marketing activities should highlight partnerships with and funding by DHCD.

Aspects of Marketing and Outreach to be considered:

- Continuous and consistent marketing and outreach are essential to achieving these services' objectives and maximizing public awareness of DHCD housing programs.
- Because of DHCD's diverse target population, grantees must utilize various marketing tools.
- Grantees are responsible for distributing DHCD program materials at community forums, public events, homeownership meetings, and fairs. Marketing and outreach may include but are not limited to, websites, email blasts, blogs, listservs, Twitter, Facebook, YouTube, Hope Hotline, flyers, door-to-door visits, community meetings, use of cable television (Channel 16), and public service announcements.

Coordinated with the Department: The grantee's marketing and outreach must be coordinated with DHCD. Grantees are expected to continually assess the success and impact of their marketing efforts to identify the most effective and efficient ways of reaching low- and moderate-income populations.

Participation in Department Marketing Activities: As required by DHCD, Grantees must participate in public activities and events related to housing opportunities. These may include but are not limited to tabling at events, participating in panel discussions, and providing speakers to groups, agencies, or organizations that request them.

DHCD Acknowledgement: Grantees must always acknowledge such housing assistance activities as Department of Housing and Community Development programs in any distributed print or electronic materials. DHCD must approve all such materials before distribution.

Use of DHCD Logo: All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or entirely, by the Department.

1. The written or printed materials must include the authorized DHCD logo.
2. Written or printed materials include, but are not limited to, newspaper, radio, and television announcements or advertisements. Websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.

4. The grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to the Grantee.
5. The grantee must provide copies of all marketing materials, brochures, flyers, and other materials that publicize grant-funded activities to the Grantor via email at dhcd.occo@dc.gov
6. The grantee shall publicize as appropriate to its constituency through social media, print, and online postings, DHCD communications, and events related to Grant-supported activities.

Diversity and Language Access in Marketing: Grantees must demonstrate the capability to effectively serve and communicate with the District's various non-English speaking and special needs populations. This means that marketing and outreach materials must be made available in multiple languages and media based on the needs of those populations. The grantee must demonstrate its intent and capability to comply with the District's Language Access Law. In addition, grantees must demonstrate the availability of appropriate staffing to ensure compliance with the District's Language Access Law.

3.5 Focus Areas and Neighborhood Revitalization Strategy Areas (NRSA)

DHCD has identified specific areas of the District as "Focus Areas." These Areas represent areas where the District has invested in funding to create and preserve affordable housing. Focus Areas follow main routes through the District and their associated neighborhoods. In many cases, business owners are centered on these major routes, while resident services will be seen as more appropriate for those in the communities. Applicants must ensure services are delivered to low- and moderate-income households or areas as part of their program (Housing Services, Small Business Technical Assistance, Façade Improvement). This is a CDBG requirement.

- For Housing Counseling applicants, these Focus Areas should be used to plan outreach activities to inform residents of their services.
- For SBTA and Façade grantees, the Focus Areas define the geographical areas of the District in which they will provide services. In this latter case, the Focus Areas define not only their outreach area but also their service area.

NRSAs Targeting East of the River

The Department obtained the HUD designation for the Neighborhood Revitalization Strategy Area (NRSA) for the Focus Areas in Wards 7 and 8. DHCD has designated areas of Historic Anacostia in the city's Southeast and Far Northeast communities as Neighborhood Revitalization Strategy Areas (NRSAs). This designation will allow the city to target Community Development Block Grant (CDBG) funding that supports economic and community revitalization efforts. These include Martin Luther King Jr Avenue, Marion Barry Avenue, Minnesota Avenue, and Benning Road. However, all areas of Ward 7 and Ward 8 remain the focus of the grantee's work and outreach.

For communities outside of the NRSA areas, DHCD has designated Focus Areas throughout the District. Applicants are encouraged to partner with other community-based organizations. This collaboration can include cross-disciplinary collaboration. For example, a Façade grantee may partner with an SBTA grantee to provide business owners various services encompassing both disciplines. Housing service grantees may partner to promote or provide services one grantee offers, but another may not. The key to collaboration is an outlook of being partners, not competitors.

The following is a list of the Focus Areas and some of their associated neighborhoods. The outreach plans can include other nearby neighborhoods, mindful of the low-income requirements. Each applicant is asked to select one or more Focus Areas for their application. Please note that this is a minimum, and applicants may choose more than three. Applicants will be asked to provide reporting on outreach activities.

The following is a list of the Focus Areas outreach plans, mindful of the low and income requirements.

Focus Areas/Neighborhoods

- **16th St NW Corridor** near the intersection with Havard St NW (Columbia Heights) in Ward 1
- **Georgia Ave and New Hampshire Ave NW Corridor** (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- **Rhode Island Ave and South Dakota Ave NE Corridor** (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 4 and Ward 5
- **M Street and South Capitol Streets SW Corridor** (Greenleaf and Waterfront) in Ward 6
- **Benning Road and Florida Ave NE Corridor** (NoMa/Ivy City/Trinidad) in Ward 5 and Ward 6
- **Minnesota Ave and Benning Rd NE Corridor** (Benning, Greenway) in Ward 7
- **Pennsylvania Ave and Minnesota Aves SE Corridor** (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- **East Capitol and Benning Rd Corridor** (Capitol View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- **Marion Barry Ave and Martin Luther King Aves SE Corridor** (Historic Anacostia, Fairlawn, Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- **Marion Barry Ave and Alabama Aves Corridor** (Skyland, Woodland, Garfield Heights) in Ward 8
- **Martin Luther King Ave and Alabama Ave Corridor** (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- **South Capital St and Chesapeake St SE Corridor** (Bellevue, Washington Highlands) in Ward 8

FY26 Housing Counseling Goals as Workplan

Organization Name:	Greater Washington Urban League
Grant Number	2025-03

Performance Period: 3/1/2025 to 02/28/2026

HUD Section #	Activity Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non-Public Service	CDBG Other/ FY 25 Allocation	Total
A1	HUD Housing Counseling		Number of Core Pre-purchase Purchase Loans	Public Service or HUD	$64,864.20	$0.00	$30,365.36	$95,229.56
A1			Number of Core Pre-purchase Counseling/Training Units to be Delivered					
A1		50	Number of 1:1 Counseling Sessions Budget & Credit					
A1			Number of unduplicated households					
A1		50	Number of 1:1 Homebuyer Counseling Sessions					
A1			Number of unduplicated households					
A2	8-Hour Homebuyer Class		Number of 8-hour Homebuyer Education Classes	Public Service or HUD	$0.00	$0.00	$0.00	$0.00
A2			Number of attendees at 8-hour Homebuyer Classes					
A2			Number of EHCH Certificates issued					
A3	HPAP (DHCD/DCHFA/DHP)		Number of HPAP Pre-Purchase Counseling conducted	Non-Public Service or HUD	$0.00	$0.00	$0.00	$0.00
A3	(DCFLCHLP)		Number of Attendees at HPAP Orientations					
A3			Number of Files submitted to HPAP Administrators					
A3			Number of 1:1 HPAP Counseling Sessions					
A3			Number of unduplicated households					
A4	Wildfire Counselors	25	Number of 8 Counseling Completed	Public Service or HUD	$30,317.00	$0.00	$30,317.10	$60,633.00
A4		2025	Number of Attendees at 4 Orientations					
A4		2025	Number of EHCH Certificates issued					
A5	Wildfire Housing Certification		Number of Wildfire Housing Certificates completed	Public Service or HUD	$0.00	$0.00	$0.00	$0.00
A6	PHDC		Number of PHDC Group Counseling/Coaching	Public Service or HUD	$0.00	$0.00	$0.00	$0.00
A6			Number of Attendees in PHDC group training					
A6			Number of 1:1 PHDC credits of credit gained					
A6			Number of unduplicated households receiving 1:1 PHDC credits					
A6			Number of PHDC Income Certification					
A7	General Housing Seminars & Information Group Format		Number of Financial Literacy Trainings (including but not limited to credit & budgeting)	Public Service or HUD	$0.00	$0.00	$0.00	$0.00
A7			Number of Attendees at Financial Literacy Trainings					
A7			Number of Homebuyer Clubs Meetings					
A7			Total of Attendees at Homebuyer Club Meetings					
A7			Number of group trainings or workshops not related to other categories					
A7			Number of Attendees at group trainings or workshops not reported in other categories					
A10	Fairfax Counseling		Number of Fairfax applications	Public Service or HUD	$0.00	$0.00	$0.00	$0.00
A10			Number of Attendees at Fairfax workshops					
A10			1:1 Fairfax Counseling					
A10			Unduplicated households 1:1 Fairfax Counseling					
A10			Number referred to Attorney(s) for Legal Services					
A10			Number of 1:1 Attorney Consultations (Law Firm Subrecipients Only)					
A10			Number of Unduplicated Clients participating in 1:1 Legal Consultations (Law Firm Subrecipients Only)					
A10			Number Foreclosure Prevented					
A11	HPOR	3	Number of HPOR Orientations conducted (regional)	Public Service or HUD	$30,134.00	$0.00	$11,130.00	$41,264.00
A11		20	Number of 1:1 Intake Sessions					
A11			Number of unduplicated households					
A11		10	Number of customer applications submitted to HPOR Portal					
D12	Legal Issues re: Seniors, Caregivers Consumers		Senior households receiving legal services	Public Service or HUD				20.00
D17	Rent Path Delinquency Only		Client Consultations receiving legal services					
D17			Clients Consultations receiving legal services					
D17			Number of Pro Bono Legal Services Received and Referred					
D17			Number of Referrals for Low Bono Financing					
D17			Number of Consultations or meetings for Low Bono Financing					
D17			Number of new partnerships created					
D12			Legal Surveys of Residents to get input with Pro Bono Provided					
D12			Number of outreach presentations conducted					
D12			Number of outreach services completed					
D17			Number of Senior Households that received Legal Counsel in Consultation					
D17			Number of Senior households that received Legal Representation					
D12			# of clients helped with Rx Activity M					
D17			# of clients helped with the planning part					
D17			# pro bono attorneys engaged in housing-related matters					
D12			# referrals receiving legal assistance/clinics					
B13	Technical Assistance for Co-Ops and Condo Associations		Number of Co-Op Associations receiving Technical Assistance	Public Service or HUD				30.00
B13	Coops		Number of Action Plans written for Co-Op Associations					
B13	Coops		Number of Assessments Delivered to Co-Op Associations					
B13	Coops		Number of Asset Management Implementation Services Provided for Co-Op					
B13	Coops		Number of Asset Management Early Alert Reports Provided to Co-Op					
B13	Coops		Number of Consultation Services Provided to Co-Op Associations and Clients					
B13	Coops		Number of Legal Assistant Services provided to Distressed Co-Op Associations					
B13	Coops		Number of Consultation Services Provided to Co-Op Associations and Clients					
B13	Coops		Number of Organizational Sustainability Training/Support Services Provided to Co-Ops					
B13	Coops		Number of Ownership Structure Reviews provided to Mission Instructor model including shared equity					
B13	Coops		Number of Reviewed Plans completed and presented to Co-Ops					
B13	Coops		Number of Trainings on Board Operations Governance & Management to Co-ops					
B13	Coops		Number of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management					
B13	Coops		Number of written Asset Management & Sustainability Plans for Co-Ops					
B13	Coops		Number of Condo Assessment Reserves/ Institute Inventory					
B13	Condos		Number of Action Plans written for Condo Associations					
B13	Condos		Number of Individual Consultations for Condo Associations					
B13	Condos		Number of Asset Management Implementation Services Provided for Condo					
B13	Condos		Number of Annual Survey of Clients (Attorneys) to Gauge Success and Opportunity Improvements completed by Condo					
B13	Condos		Number of Asset Management Tracking Support Services Provided to Condo					
B13	Condos		Number of Legal Assistant Services provided to Distressed Condo Associations					
B13	Condos		Number of Consultation Services Provided to Condo Associations and Clients					
B13	Condos		Number of Organizational Sustainability Training Support Services Provided to Condo Associations					
B13	Condos		Number of Reserve Plans developed and provided for Condo Associations					
B13	Condos		Number of Trainings on Board Operations Governance & Management to condo associations					
B13	Condos		Number of written Asset Management & Sustainability Plans for Condo Associations					
B13	Coops and Condos		Number of Annual Survey of Clients (Attorneys) to Gauge Success and Opportunity Improvements					
B13	Coops and Condos		Number of Consultations (Condo and Co-Ops) referred to greater nonprofit Law Firm					
B13	Coops and Condos		Number of Trainings on Governance including Succession and Succession Management					
B14	Technical Assistance for Small Apartments (between 25 units and less)		Number of Reserve Assessments	Public Service or HUD				30.00
B14			Number of Owners/Managers receiving Services					
B14			Number of Action Plans Implemented					
B14			Number of Owners/Managers receiving Asset Management Guidance					
B8	General Home Ownership Pre-Purchase Non-Delinquent		Number of Homeownership Preservation Workshops	Public Service or HUD				30.00
B8			Number of Attendees at Homeownership Preservation Workshops					
B8			Number of Post-Purchase Workshops (not including Homeownership Preservation)					
B8			Number of Attendees at Post Purchase Workshops (not including Homeownership Preservation)					
B8			Number of 1:1 Post-Purchase Counseling Sessions					
B8			Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions					
B9	Homebuyer Upgrading		Number of Homebuyer Workshops	Public Service or HUD	$22,700.00	$0.00	$10,700.70	$34,134.00
B9			Number of Attendees at Homebuyer Workshops					
B9		10	Number of 1:1 Homebuyer Counseling Sessions					
B9			Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions					
B9			Number of 1:1 Attorney Consultations (Law Firm Subrecipients Only)					
B9			Number of Unduplicated Clients participating in 1:1 Legal Consultations (Law Firm Subrecipients Only)					
B9			Number referred to Attorney(s) for Legal Services					
B9			Number of Foreclosures Prevented					
C15	TOPA Pre-Purchase Counseling & Training		Number of TOPA Meetings with Tenant Associations					

C75			Number of Attendees at FDPA Meetings	Public Service or MOA				20.00
C76			Number of FDPA Training Workshops to Provide					
C77			Number of Attendees at FDPA Training Work shops					
C78	NDPA Food Purchase Consulting & Training		Number of FDPA Food Purchase Training Workshops	Public Service or MOA				10.00
C79			Number of Attendees at FDPA Food Purchase Workshops					
C80			Number of contacts and interactions					
C81			Number of one on one training sessions					
C82			Number of group training/meeting					
C83	Family Counseling Services Social Responsibility Center		Number of unduplicated households	Public Service or MOA	$12,520.00	20.00	$7,000.00	100,200.00
C84		20	Number of one on one training sessions					
C85		6	Number of group training/meeting					
C86		25	Number of attendees at group training/meeting					
Marketing	MARKETING AND QUOTATION	3	Mapping Fees	Public Service or MOA	$1,000.00	10.00	1000.00	$3,000.00
Marketing		6	Other Talking Points					
Marketing			Flyers Distributed					
Marketing			Social Media Posts (Facebook, LinkedIn, Instagram)					
Marketing			Mailings					
Marketing			Paid Advertising (Google ads, IG post)					
Marketing			Other					
Marketing			Other					
	TOTALS	6317			$177,520.00	30.00	$88,000.00	$254,000.00
					$ 177,520.00		$ 88,000.00	
					$/ %		$ 88,000.00	
					$ 177,520.00		$ 88,000.00	

Exhibit B Budget

- Schedules A (3-1) and A (3-2) for the First Performance Period

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 12/09/2024

ORGANIZATION NAME:	Greater Washington Urban League, Inc
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 to 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Number of Hours	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
Personnel Subtotals						$138,637.75
					Fringe Benefits (Max 20%)	$27,727.55
					Total NBAP Grant Personnel Costs	$166,365.30

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

Rev. 12/09/2024

ORGANIZATION NAME:	Greater Washington Urban League, Inc
PERIOD OF PERFORMANCE:	2/1/2025-9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	
WARD (if applicable):	
TYPE OF ACTIVITY:	

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$166,365.30	$0.00	$166,365.30
Credit Report	$1,200.00	$0.00	$1,200.00
Space	$19,000.00	$0.00	$19,000.00
Audit Fees	$2,500.00	$0.00	$2,500.00
Telephone	$3,600.00	$0.00	$3,600.00
Consumables Supplies	$500.00	$0.00	$500.00
Marketing & Outreach	$2,500.00	$0.00	$2,500.00
Training	$3,500.00	$0.00	$3,500.00
IT Services & Support	$3,163.74	$0.00	$3,163.74
Membership Dues	$0.00	$0.00	$0.00
Printing & Publication	$1,584.00	$0.00	$1,584.00
			$0.00
Total Direct Cost	$203,913.04	$0.00	$203,913.04
Total Indirect Costs (De Minimis Cost Rate 15%)	$30,586.96		$0.00
Total Costs	$234,500.00	$0.00	$203,913.04

Exhibit C Required Reporting

- Monthly Performance Report
- Monthly Report of Group Trainings
- Monthly Report on Outreach and Marketing Activities
- Monthly Reporting of Special Activities
- Monthly Reporting of changes in personnel relative to grant work and payroll
- Quarterly Beneficiary Data
- Quarterly Language Access Report
- Quarterly Data Report

DC Department of Housing and Community Development

Deadline 00/00/0000

FY25 RFA: Housing Services

ZoomGrants Help [hide this]

Creating a New Application to Submit
The 'Saving' screen is still flashing...now what?
Missed Deadline FAQs
Invite Collaborators to Work on Application

Applicant View

Application Status: Not Submitted

Ask a Report Question

(answers are saved automatically when you move to another field)

Instructions Show/Hide

As in the past, Performance Reporting is divided into three sections:

- **Workplan Metrics** (numbers only),
- **Accomplishment Narrative** (Text Boxes), and
- **Various uploads** (spreadsheets usually).

This data is extremely important. Reports can affect performance goals and funding. Your reports are used to report to the City Administrator, the Mayor (including DMPED) and to the District Council and its Committee on Housing. Where uploads are required, **use excel files or Word files.** This will allow your information to be uploaded into the database and reported to District leaders.

For **Workplan Metrics**, use only numbers or leave it blank. **Letters such as N/A are to be avoided.** This will make your report impossible to be uploaded in the DHCD database and will require your corrections. Only numbers zero (0) and above can be used. If a metric is left blank, it will be treated as a zero.

In the **Accomplishment Narrative**, text boxes are provided to provide statements of activities or the information requested. In the first Report, please answer Question 22 (Points of Contact) with all points of contact for the areas mentioned. Thereafter in subsequent months, if there are no changes, it is okay to say, "No Changes". The same is true for Question 21 (staffing). Please answer Question 23 (Success Stories), Question 24 (Good News), Question 25 (Other DC agencies and initiatives). Question 26 is important. Remember the RFA asked applicants to align outreach to the Focus Areas mentioned on pages 33 and 34 of the RFA. Mentioning specific Focus Areas in the narrative for Q26 is helpful.

The **Document Upload** section is where excel spreadsheets (usually, sometimes Word Documents) are uploaded. **PDFs cannot be uploaded into database.** [The District of Columbia is fortunate to have many DC Based Programs such as HPAP, IZ/ADU, PADD, SFRRP, TOPA, HRA/RAD related activities, as well as direct services to tenants and tenant groups, and services to Condo/Coop Associations. DHCD staff need monthly reporting in order to better do their work and respond to the needs of DC citizens. These reports are shared directly with the appropriate program manager.]

There three areas of your activities will be reported on a monthly basis to help us meet our HUD and DC Government requirements and the needs of DC residents.

Reporting for Fiscal Year 2026 will begin with Report # 1. The end of Government's fiscal year (9/30/2025) will conclude with Report # 10 and the close-out of FY25 Purchase Orders. The complete schedule is below for the monthly report.

Other Reporting: Beneficiary Data and Language Access

Other reports are also required. These include **Beneficiary Report** and **Language Access Report.** These two reports are required on a quarterly basis. These reports will not be answered within ZoomGrants. The Office of Program Monitoring will provide the spreadsheets to use for these quarterly reports. Please see your Grant Agreement for additional information about the monthly and quarterly reports. Please note, the Beneficiary Report corresponds to the sources and uses of your Grant Agreement. A separate Beneficiary Report is needed for each type of funding awarded: Public Service (PS), Non-Public Service (NPS) and NRSA Wards 7 & 8 PS and NPS.

These quarterly reports will be due:

Oct/Nov/Dec 2/24/2025

Jan/Feb/March 4/10/2025

April/May/June 7/10/2025

July/August/Sept 10/10/2025

Please note we cannot extend these deadlines since they are HUD's deadlines and not in our control. Please submit your report on schedule.

Please remember HUD views reporting and reimbursement requests as inseparable and therefore to be coordinated at the same time. Please avoid not filing on the deadline.

Monthly Reporting on Performance and Accomplishments

Report Number Period Covers Due Date

Report Number	Period Covers	Due Date	Notes
Report 1	FY25 Q1 (Oct/Nov/Dec)	03/03/2025	
Report 2	January	03/03/2025	
Report 3	February	03/10/2025	
Report 4	March	04/10/2025	
Report 5	April	05/10/2025	
Report 6	May	06/10/2025	
Report 7	June	07/10/2025	
Report 8	July	08/10/2025	
Report 9	August	09/10/2025	
Report 10	September	10/10/2025	

In ZoomGrants reporting, there are data questions. Please enter only a whole number. If a particular question doesn't apply to your statement of work and workplan, please enter zero. The narrative questions also require a response. If there is nothing to report in the narrative, please enter a statement such as "No changes" or "Not applicable".

Report 1: 3/3/2025

This report is OVERDUE. Submit Report 1

Agency

This is a branching question. The system will remove questions that do not apply to you based on your answer to Question #1.

Please disregard the number sequencing.

1. Identify Your Agency Name

This is a branching question. Only the questions that apply to your agency will appear.

- ○ CARECEN-Central American Resource Center
- ○ Centro de Apoyo Familiar

- ○ Greater Washington Urban League, Inc.
- ○ Housing Counseling Services
- ○ Latino Economic Development Corporation of Washington DC
- ○ Legal Counsel for the Elderly
- ○ Lydia's House in Southeast, Inc.
- ○ Manna, Inc.
- ○ Marshall Heights Community Development Organization, Inc.
- ○ Mi Casa
- ○ Neighborhood Legal Services Program of the District of Columbia
- ○ University Legal Services

Workplan Accomplishment Metrics

2. A1: HUD Housing Counseling

Ignore the auto-total number.

Number of First Time Homebuyers Purchasing Homes

Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)

Number of 1:1 Counseling Sessions (Budget & Credit)

Number of unduplicated households

Number of 1:1 Homebuyer Counseling Sessions

Number of unduplicated households

3. A2: 8-Hour Homebuyer Class

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of 8-hour Homebuyer Educations Classes

Number of Attendees of 8-hour Homebuyer Classes

Number of DHCD Certificates Issued

4. A3: HPAP (EAHP/NEAHP)

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of HPAP Pre Purchase Orientations conducted

Number of Attendees at HPAP Orientations

Number of Files submitted to HPAP Administrators

Number of 1:1 HPAP Counseling Sessions

Number of unduplicated households

5. A4: IZ/ADU Orientations

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of IZ Orientations Conducted

Number of Attendees at IZ Orientations

Number of DHCD Certificates issued

6. A5: IZ/ADU Income Certifications

Ignore the auto-total number.

Number of IZ/ADU Income Cetifications completed

7. A6: PADD

Ignore the auto-total number.

Number of PADD group training/coaching

Number of Attendees at PADD group training

Number of 1:1 PADD sessions (if applicable)

Number of unduplicated households receiving 1:1 PADD sessions

Number of PADD Income Certifications

8. A7: General Housing Services & Information (Group Training)

Ignore the auto-total number.

Number of Financial Literacy Trainings (including but not limited to credit & budgeting)

Number of Attendees at Financial Literacy Trainings

Number of Homebuyer Clubs Meetings

Total of Attendees at Homebuer Club Meetings

Number of group trainings or workshops not reported in other categories

Number of Attendes at group trainings or workshops not reported in other categories

9. B8: General Home Management (Post Purchase Non-Delinquent)
Ignore the auto-total number.

Number of Homeownership Preservation Workshops

Number of Attendees at Homeownership Preservation Workshops

Number of Post-Purchase Workshops (not including Homeownership Preservation)

Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)

Number of 1:1 Post-Purchase Counseling Sessions

Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions

10. B9: Foreclosure Counseling
Ignore the auto-total number.

Number of Foreclosure Workshops

Number of Attendees at Foreclsoure Workshops

Number of 1:1 Foreclosure Counseling Sessions

Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number of Foreclsoures Prevented

11. B10: Eviction Counseling

Ignore the auto-total number.

Number of Eviction workshops

Number of Attendees at Eviction workshops

1:1 Eviction Counseling

Unduplciated households 1:1 Eviction Counseling

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number Evictions Prevented

12. B11: SFRR

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of SFRRP Orientations conducted (required)

Number of 1:1 Intake sessions

Number of unduplicated households

Number of complete applications submitted in SFRRP Portal

13. B12: Legal Services for Seniors, Coops and Condos

Ignore the auto-total number.

Senior households receiving legal services

Coop Associations receiving legal services

Condo Associations receiving legal services

Number of Training for Law Firms

Number of Attendees at law firm training

Number of outreach activities

Number of new partnerships initiated

Number of clients helped with Schedule H

Number of clients helped with life planning docs

Number pro bono attorneys engaged in housing-related matters

Number veterans receiving legal counsel/advice

14. B13: Technical Assistance for Coop
Ignore the auto-total number.

Number of Co-Op Associations receiving Technical Assistance

Number of Action Plans written for Co-Op Associations

Number of Successful Outcomes for Co-Op Associations

Number of Asset Management Improvement Services Provided for Co-Op

Number of Asset Management Tactical Support Services Provided to Co-Op

Number of Consultative Services Provided to Co-Op Associations and Clients

Number of Legal Assistant Services provided to Distressed Co-Op Associations

Number of Organization Sustainability Tactical Support Services Provided to Co-Ops

Number of Ownership Educations Sessions provided to different ownership models including shared equity

Number of Relocation Plans completed and accepted for Co-Ops

Numbers of Trainings on Board Operations Governance & Management to Co-ops

Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management

Number of written Asset Management & Sustainability Plans for Co-Ops

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Co-Op Associations

Number of Associations (Coops) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Co-Op Associations

15. B13: Technical Assistance for Condo Associations

Ignore the auto-total number.

Number of Condo Associations receiving Technical Assistance

Number of Action Plans written for Condo Associations

Number of Successful Outcomes for Condo Associations

Number of Asset Management Improvement Services Provided for Condo

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo

Number of Asset Management Tactical Support Services Provided to Condo

Number of Legal Assistant Services provided to Distressed Condo Associations

Number of Consultative Services Provided to Condo Associations and Clients

Number of Organization Sustainability Tactical Support Services Provided to Condo Associations

Number of Relocation Plans completed and accepted for Condo Associations

Numbers of Trainings on Board Operations Governance & Management to condo associations

Number of written Asset Management & Sustainability Plans for Condo Associations

Number of Associations (Condos) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Condo Associations

16. B14: Technical Assistance for Small Apartment Owners (25 units and less)
Ignore the auto-total number.

Number of Inquiries Received

Number of Owners/Managers receiving Services

Number of Action Plans Written

Number of Action Plans Implemented/Completed

Number of Owners/Managers needing Asset Management Guidance

17. C16: TOPA Pre-Purchase Counseling & Training
Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Meetings with Tenant Association

Number of Attendees at TOPA Meetings

Number of TOPA Training Workshops to Tenants

Number of Attendees at TOPA Training Workshops

18. C16: TOPA Post-Purchase Counseling & Training
Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Post Purchase Training Workshops

Number of Attendees at TOPA Post Purchase Workshops

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

19. C17: Tenant Counseling for HRA - Rental Accommodation Division

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

Number of Attendees at group training/coaching

20. Marketing & Outreach

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Housing Fairs

Other Tabling Events

Flyers Distributed

Social Media Posts (Facebook, LinkedIn, Instagram)

Mailings

Paid Advertising (display ads in print)

Other

Accomplishment Narrative

21. Staffing information: Any changes (terminations or new hires) in staff members who are on the grant? Or in the Executive Leadership or Management Team? Number of HUD Certified Counselors (expressed as FTEs) on staff at the

end of this reporting period?

Maximum characters: 1000. You have 1000 characters left.

22. Who are the current Points of Contact and email for the following: 1) Executive Leader (NOTE: Executive leader is copied on all communication): 2) Grant/Fund Development: 3) Grant/Accounting: 4) Program Managers/Directors/Supervisors:

Maximum characters: 1000. You have 1000 characters left.

23. Please provide us with client success story/stories for this quarter by program. You may provide a link to an article that has been written for other purposes (newsletter, website, or newspaper article).
Redact (use a pseudonym) for any client name or other personal identifying information if you have not received a release.

Maximum characters: 3000. You have 3000 characters left.

24. Any good news to share? Any events and activities coming up? (e.g. obtained other grant funds to leverage DHCD grant, Open Houses, Presentations, Community Events, etc.)
Upload a calendar of upcoming program events (in-person or webinars).

Maximum characters: 3000. You have 3000 characters left.

25. Describe your organization's involvement in other projects or initiatives with other District agencies.

Maximum characters: 3000. You have 3000 characters left.

26. Describe your marketing and outreach during this period. What groups or areas did you market to, numbers, and in what way did you contact them (mail, event, email, personal, media, etc.)?

Maximum characters: 3000. You have 3000 characters left.

27. Describe any specific obstacles (if any) to your organization's program or service delivery during this period?

Maximum characters: 3000. You have 3000 characters left.

Documents Requested *	Required?	Uploaded Documents *	
ALL: Procurement Report, as applicable Download template: Procurement Report			Upload
ALL: Language Access for Outreach and Group Sessions Download template: Language Access for Outreach and Group Sessions	Required		Upload
ALL: Calendar of Next Quarter (3 months) of Orientations, Trainings, Workshops & 8-Hour Classes	Required		Upload
A-2 HBE 8-Hour Class Attendance Certificates Download template: A-2 HBE 8-Hour Class Attendance Certificates			Upload
A-3 Homebuyer Assistance Program Intake Download template: A-3 Homebuyer Assistance Program Intake			Upload
A-4 IZ Orientation Attendance Certificates Download template: A-4 IZ Orientation Attendance Certificates			Upload
B-11 SFRRP Intake Download template: B-11 SFRRP Intake			Upload
C-15 and C-16 TOPA Reporting Download template: C-15 and C-16 TOPA Reporting			Upload
C-17 Training for Tenants and Tenant Organizations Download template: C-17 Training for Tenants and Tenant Organizations			Upload

* *ZoomGrants™ is not responsible for the content of uploaded documents.*

CDBG PUBLIC SERVICE - HOUSING COUNSELING (HC) PROGRAM

HEAD OF HOUSEHOLD DEMOGRAPHICS

IDIS Number	
Community Based Organization (CBO)	
National Objective/Matrix Code	
Project Analyst	
Proposed HOUSEHOLDS TO Serve	
Total HOUSEHOLDS Served	
Difference Used for CAPER Analysis	

Tip #1	Avoid Duplicative Reporting
Tip #2	Complete each cell, even if Not (Not Applicable)
Tip #3	Do not complete Grayed-Out Cells
Tip #4	Report on HEAD of HOUSEHOLD
Tip # 5	Submit Quarterly
Tip #6	Public Service - HC Unit cannot show proof a home was purchased.
Tip # 7	CPH - Kelly Ann Hunter, CHCD Grant Management Officer, kelly-ann.hunter@dc.gov

HEAD OF HOUSEHOLD CHARACTERISTICS

Race/Ethnicity/Household Composition	Q 1 Number of Households Served	Number of Hispanic Hsld	Number of Hispanic Hsld Wards 7 and 8 (Not Included in Column Q)	SUBTOTAL Wards Outside Wards 7/8	SUBTOTAL Wards 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female Hsld	Elderly 62 + Hsld	Homeless Hsld	Formerly Homeless Hsld	Veteran Hsld	Disabled Hsld	Household Size	ALL WARD TOTALS: Total Head of Households	Total All Wards	Total Tenants and Owners
White	0			0	0																					0	0	0
Black/African American	0	0		0	0																					0	0	0
Asian	0	0		0	0																					0	0	0
Native Hawaiian/Other Pacific Islander				0	0																					0	0	0
American Indian/Alaskan Native & White				0	0																					0	0	0
Asian & White				0	0																					0	0	0
Black/African American & White				0	0																					0	0	0
Other Multi Racial				0	0																					0	0	0
Did not Report				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Income Data (In accordance with HUD Part V)	Q 1 Number of Households Served	Number of Hispanic Hsld	Number of Hispanic Hsld Wards 7 and 8 (Not Included in Column Q)	SUBTOTAL Wards Outside Wards 7/8	SUBTOTAL Wards 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female Hsld	Elderly 62 + Hsld	Homeless Hsld	Formerly Homeless Hsld	Veteran Hsld	Disabled Hsld	Household Size	ALL WARD TOTALS: Total Head of Households	Total All Wards	Total Tenants and Owners
Extremely Low 0-30%				0	0																					0	0	0
Low 31%-50%	0			0	0																					0	0	0
Moderate 51%-80%	0			0	0																					0	0	0
Non-Low/Moderate 81% - 100%				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Additional Data (Does not apply to Single Family Rehabilitation Rehabilitation Program)	Q 1 Number of Households Served	Number of Hispanic Hsld	Number of Hispanic Hsld Wards 7 and 8 (Not Included in Column Q)	SUBTOTAL Wards Outside Wards 7/8	SUBTOTAL Wards 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female Hsld	Elderly 62 + Hsld	Homeless Hsld	Formerly Homeless Hsld	Veteran Hsld	Disabled Hsld	Household Size	ALL WARD TOTALS: Total Head of Households	Total All Wards	Total Tenants and Owners
Was there an Continuing Access to Service or Benefit																												
Was improved Access to Service or Benefit																												
Received a Service or Benefit that is No Longer Subsidized																												
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Language Access

The recent Executive Order of the President makes English the Official Language of the United States.

Grantees may translate forms, document, trainings into other languages as they deem appropriate for the benefit of clients.

Grantees may also make provision for clients to have access who are English Proficient/Non-English Proficient (LEP/NEP).

The Language Access line remains available to Grantees. OPM can provide the phone number.

Grantees are encouraged to report on a quarterly basis concerning language accommodation for clients.

Tracking includes:

- Language
- Use of interpreter, bi-lingual staff person or language access telephonic line
- Used on the group basis or individual and the number of each

Exhibit D Method to determine Client Eligibility for Services

Method to determine Client Eligibility for Services:
By Household

DHCD will provide the spreadsheet to use for this Quarterly Report

If a grantee has two or three sources/uses of grant funds, a separate report is needed for each.

Sources/Uses includes

1. Public Services (PS),
2. Non-Public Services (NPS) and
3. NRSA Wards 7 & 8 PS & NPS.

For each the Household report includes:

Section 1

Grantees will provide the following information concerning race/ethnicity which shall be recorded by

- Ward,
- Head of Household,
- Tenant/Owner

White
Black/African American
Asian
Native American/Alaskan Native
Native Hawaiian/Other Pacific Islander
Native American/Alaskan Native & White
American Indian/Alaskan Native & White
Asian & White
Black/African American & White
Native American/Alaskan Native & Black/African American
Other Multi Racial
Did Not Report
TOTAL

Section 2

Also, each household shall be counted by income category using the CDBG income categories and dollar amounts. (See chart in this exhibit.)

Section 3

Lastly, each household shall be counted by CDNG service category.

With New or Continuing Access to Service or Benefit
With Improved Access to Service or Benefit
Received a Service or Benefit that is No Longer Substandard

The Number of Households in each of the above calculations be the same. That is, if 100 households are reported in Section 1, there must be 100 in reported also in Sections 2 and 3.

This procedures is repeated for:

- Non-Public Service Activities
- NRSA Wards 7 & 8 Public Service and Non-Public Service

INCOME LIMITS WITH UNCAPPED LIMITS

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

U.S. Department of Housing and Urban Development (HUD) FY 2023

Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	84,400	96,450	108,500	120,550	130,200	139,850	149,500	159,150

	Median Income	Family Four Low Income Limit
DC	$152,100	$95,300

This grant will consider eligibility based on Household Beneficiary Data

DHCD Contract No. 2025-03
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit E Budget Modification Form

BUDGET MODIFICATIONS

To request a Budget Modification, please reach out to your Point of Contact with Community Services to request the excel file.

The excel file should be returned to Community with the details (below) about your request. You may also send a PDF of the excel file in addition to the excel file itself. The excel is needed to upload to the database.

There should be a cover letter from the Executive Director requesting the modification as outlined in excel file attached. Only the Executive Director as a signatory to the Grant Agreement can request a Budget Modification.

The Excel file will guide you through the process.

The Excel template asks you for each line item in the A 3-2 (Personnel) to indicate the current budget and the requested budget modification for:

- Hourly rate
- Number of Hours to be charged to the Grant (total for the year)

Similarly for the A 3-1 the template asks the current Budget Amount for each line item and the requested modification amount for each line item in the A 3-1.

Each line item in the A 3-1 and A 3-2 must be included in the Modification.

The deadline to request a Budget Modification is June 1st of each year.

The Community Services team is available to provide technical assistance.

Cost Category	Current Budget	Increase (Decrease)	Requested Modification Amount
Personnel (Salary & Fringe)	$0.00	$0.00	$0.00
Credit Report	$0.00	$0.00	$0.00
Space	$0.00	$0.00	$0.00
Insurance	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Training	$0.00	$0.00	$0.00
IT Services & Support	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$0.00	$0.00	$0.00
Total Indirect Costs (De Minimis Cost Rate 15%)	$0.00		$0.00
Total Costs	$0.00	$0.00	$0.00

Exhibit F Drug Free Workplace Certification

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Certifications Regarding
Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code. and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - lll, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. Debarment, Suspension, And Other Responsibility Matters (Direct Recipient)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

1. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F. for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020. Notice shall include the identification number(s) of each effected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and incising termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (1), (c), (d), (e), and (f).

B. The applicant may insert in the space provided below the sites) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Drug-Free Workplace (Grantees who are Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, subpart F, for grantees as defined at 28 CFR Part 67; Sections 67 615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020.

As the duly authorized representative of the applications,
I hereby certify that the applicant will comply with the above certifications.

Greater Washington Urban League, Inc
2091 14th Street, NW, Washington, DC 20009

1. Grantee Name and Address

Grant# 2025-03
CDBG/NBAP Housing Counseling Services

2. Application Number and/or Project Name

53-0208981

3. Grantee IRS/Vendor Number

George H Lambert Jr., CEO

4. Typed Name and Title of Authorized Representative

5. Signature

10/18/2024

6. Date

Exhibit G Service Area Eligibility

This grantee provides services to residents of all DC Wards and will focus on the neighborhoods in these corridors where DHCD has invested resources for housing development.

- 16th St NW Corridor near the intersection with Havard St NW (Columbia Heights) in Ward 1
- Georgia Ave and New Hampshire Ave NW Corridor (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- Rhode Island Ave and South Dakota Ave NE Corridor (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 5
- M and South Capitol Streets SW Corridor (Greenleaf/Waterfront) in Ward 6
- Benning Road and Florida Ave NE Corridor (NoMa/Ivy City/Trinidad) Ward 6
- Minnesota Ave and Benning Rd NE Corridor (Benning, Greenway) in Ward 7
- Pennsylvania Ave and Minnesota Aves SE Corridor (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- East Capitol and Benning Rd Corridor (Capital View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- Marion Barry Ave and Martin Luther King Aves SE Corridor (Historic Anacostia, Fairlawn Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- Marion Berry Ave and Alabama Aves Corridor (Skyland, Woodland, Garfield Heights) in Ward 8
- Martin Luther King Ave and Alabama Ave Corridor (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- South Capital St and Chesapeake Aves SE Corridor (Bellevue, Washington Highlands) in Ward 8

Exhibit H Insurance Requirements

DHCD-BILL WINSTON-GRANT FOR VARIOUS COMMUNITY-BASED ORGANIZATIONS HOUSING COUNSELING AND SERVICES AF07082024

INSURANCE

A. GENERAL REQUIREMENTS. The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this grant, the types of insurance specified below. The Grantee shall submit a Certificate of Insurance to the Grant Administrator (GA) giving evidence of the required coverage prior to commencing performance under this grant. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the GA.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Grantee and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this grant, with the understanding that any affirmative obligation imposed upon the insured Grantee or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its subcontractors, and not the additional insured. The additional insured status under the Grantee's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the GA in writing. All of the Grantee's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Grantee or its subcontractors, or anyone for whom the Grantee or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the GA with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the GA in writing), covering liability for all ongoing and completed operations of the Grantee and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an

Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or it's equivalent) to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the GA in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee in connection with work under this agreement, with a minimum combined single limit of $1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Grantee shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Defense costs shall be in addition to and not erode the limits of liability
e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or it's equivalent)

3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

   Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   The Workers Compensation and Employers Liability shall be further endorsed to:
   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the GA of commercial umbrella or excess liability insurance with minimum limits of $5,000,000 per occurrence and $5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS
Any and all subcontractors engaged by Grantee for work under this agreement shall be required to have the same insured required of Grantee. Should the Grantee wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Grantee shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Grantee. In either instance, the Grantee must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

E. DURATION. The Grantee shall carry all required insurance until all grant work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this grant and two years for non-construction related grants.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the Grantee's liability under this grant.

G. CONTRACTOR'S PROPERTY. Grantee and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.

H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the grant price.

I. NOTIFICATION. The Grantee shall ensure that all policies provide that the GA shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Grantee no long complying with the above requirements. The Grantee shall provide the GA with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the GA with an updated Certificate of Insurance should its insurance coverages renew during the grant. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Grantee at least 30 days' notice of the change. Grantee must comply, at your expense, and deliver to the GA evidence of compliance before the change becomes effective.

J. CERTIFICATES OF INSURANCE. The Grantee must send to GA, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Grantee must also provide us with evidence of renewal before the expiration date of each insurance policy. Grantee is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . Certificates of insurance must reference the corresponding grant number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:
William Winston, Grant Administrator (DHCD)
1909 Martin Luther King Jr Av SE, Washington DC 20020
771-208-9628
Bill.winston@dc.gov

The GA may request and the Grantee shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Grantee expires prior to completion of the grant, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the GA prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the GA on an annual basis as the coverage is renewed (or replaced).

K. DISCLOSURE OF INFORMATION. The Grantee agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Grantee, its agents, employees, servants or subcontractors in the performance of this grant.

L. CARRIER RATINGS. All Grantee's and its subcontractors' insurance required in connection with this grant shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.

M. WARRANTIES. When applicable, the Grantee should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). GA should collect, review for accuracy, and maintain all warranties for goods and services.

Exhibit I **Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures**

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director		
2. Chris Earley, Deputy Director		
3. Julia Wiley, General Counsel		
4. Bill Winston, Associate Director of Community Services	WW	9/29/2025
5. Ernest Merchant, Program Analyst	EM	9/26/25
6.		

SUBJECT:

Director's Comments:

Action							
APPROVAL ☒	CIRCULATE ☐	CORRECTION ☐	FILE ☐	FYI ☐	INVITATION ☐	MEETING ☐	SIGNATURE ☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Greater Washington Urban League NBAP FY26 Housing Services $350,000.00

Grant 2025-03

Originating Office

FROM: E. Merchant	TELEPHONE NUMBER:
DATE: 9/26/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE:

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston WW
Associate Director of
Community Services

From: Ernest Merchant EM
Program Analyst

Date: September 26,2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Greater Washington Urban League**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$350,000.00**
ATTACHMENTS:	**FY25 Executed Grant Agreement #2025-03** **FY26 Grant Modification Agreement #2025-03** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-03
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

MODIFICATION OF GRANT AGREEMENT
BY AND BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
AND
GREATER WASHINGTON URBAN LEAGUE, INC.

This Modification of Grant Agreement (the **"Modification"**) is entered into as of the _____ day of October 2025, (**"Effective Date"**), by and between the **District of Columbia**, a municipal corporation (hereinafter sometimes referred to as the **"District"**), acting by and through the District of Columbia Department of Housing and Community Development (hereinafter referred to as the **"Grantor"** or **"DHCD"**), and **Greater Washington Urban League, Inc.** [Entity Identifier J81NAZPM6R39], a non-profit corporation organized and existing under the laws of the District of Columbia, (hereinafter sometimes referred to as the **"Grantee"**) with its principal place of business at 2901 14th St NW, Washington, DC 20009. The Grantor and Grantee shall be together referred to as the "Parties."

RECITALS:

1. DHCD, with offices at 1909 Martin Luther King, Jr. Avenue, SE, Washington, DC, 20020, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program pursuant to the District of Columbia Community Development Act of 1975 (D.C. Official Code § 6-1001 *et seq.*) and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Parties entered into a Grant Agreement (DHCD Contract No. 2025-03) **("Grant Agreement or "Agreement")** effective on February 1, 2025, that memorialized a funding award to Grantee derived from the District's Community Development Block Grant Program ("CDBG") Grant allocation for the purpose of providing a range of HUD housing counseling services that benefit low and moderate-income persons in the District of Columbia for the period from February 1, 2025 through December 31, 2025. (**"Grant Term"**). The Grant Agreement is attached hereto as ***Exhibit A*** and incorporated herein.

3. Section III.C. of the Grant Agreement included an erroneous statement regarding immigration status of Grant services beneficiaries.

4. Pursuant to Section XXII. of the Agreement, the Parties desire to amend the Agreement to correct that erroneous statement and for other purposes.

NOW, THEREFORE, in consideration of the mutual agreements of the Parties set forth herein, the Parties hereby agree as follows:

1. The above recitals are hereby incorporated and made a part of this Amendment.

2. Capitalized terms used in this Amendment that are not defined herein shall have the meanings given to such terms in the Grant Agreement.

3. **Section III. Grant Award Subsection C. Paragraph 1**
The second sentence, to include footnote 5 for a Housing Counseling Services Grant or footnote 7 for a Small Business Services Grant is deleted. **This change is retroactive to the Grant Effective Date.**

4. **Section IV. Grant Term and Periods of Performance**
The Grant term and Periods of Performance are revised. The text in the first paragraph of Section IV. is deleted and replaced with the following text:

*The term of this Agreement shall commence on the Effective Date and continue through September 30, 2026 (**"Grant Term"** or **"Term"**). There are two Performance Periods during this Term. The first Performance Period begins on the Effective Date and ends on September 30, 2025. The second Performance Period begins on October 1, 2025, and ends on September 30, 2026.*

5. **Section III. Grant Award** is amended to add a new subsection B. to read as follows:

*B. The Grant Award is amended to authorize a budget for Grant services to be provided during the Performance Period that begins October 1, 2025, and ends on September 30, 2026. (**"FY 2026 or FY 26"**). Total Grant authority in FY 26 shall not exceed **Three Hundred Fifty Thousand Dollars and No Cents [$350,000.]**.*

The FY 2026 Grant funding is allocated as follows:

Sources and Uses of Funds:

Public Service ("PS") [CDBG EN]	*$293,250.*
NRSAs Ward 7 and Ward 8 [CDBG EN]	*$ 56,750.*
TOTAL CDBG [EN]	*$350,000.*
TOTAL AWARD [All Sources]	*$350,000.*

Notwithstanding the designated source of funds, the Grantor reserves the right to provide funding from another source(s). In all cases, applicable Federal and District laws and regulations shall apply regardless of the source.

The FY 26 funds will be used to fund a range of services which HUD has defined as (insert one of the following)

- ***Housing Counseling Services: Public Services and Non-Public Services provided by a HUD Approved Counseling Agency ("HCA").***

The specific Grant activities are described in ***Exhibit B*** *attached hereto, which includes:*
(a) the Statement of Work,
(b) The Grantor approved Workplan

(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as ***Exhibit C****. and incorporated herein. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.*

6. The Parties agree that this Modification does not otherwise affect or impair their obligations under the Grant Agreement, and all terms, conditions and obligations of the Grant Agreement, not amended herein, shall continue in full force and effect as prescribed in the Grant Agreement.

7. This Modification shall be binding upon and inure to the benefit of the Parties to this Agreement and to their successors and assigns and continue so long as the Grant Agreement is effective.

8. Grantor and Grantee agree that if any of the terms and conditions contained herein shall contradict any of the terms and conditions in the Grant Agreement, the terms and conditions contained herein shall prevail.

IN WITNESS WHEREOF, the Parties have executed this Modification by and through their duly constituted and authorized officers and agents on the day and year first hereinabove written.

[Signature pages follow]

GRANTOR SIGNATURE PAGE

DISTRICT OF COLUMBIA, a municipal corporation acting by and through the Department of Housing and Community Development

By: _____
Colleen Green
Director

_____
Date

Legal Review:

By: _____ Date: _____
Office of the General Counsel
Department of Housing
and Community Development

GRANTEE SIGNATURE PAGE

GREATER WASHINGTON URBAN LEAGUE, INC.
a District of Columbia nonprofit corporation

By: _____
George H. Lambert , Jr.
President & Chief Executive Officer

_____
Date

DHCD Contract No. 2025-03
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT A

FY 2025 Grant Agreement

DHCD Contract No. 2025-03
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT B

FY 2026 Statement of Work
and
Workplan

DHCD Contract No. 2025-03
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT C

FY 2026 Budget

Applicant's Name: Greater Washington Urban League
RFA FY25

Services to be provided in FY26

The Grantee is funded to provide the service(s) identified herein *(see below)*. Services are to be provided by the Grantee in accordance with the description, conditions and procedures identified in Section 3.2 of the RFA FY25 for Housing Services (incorporated herein by reference); provided however, DHCD may alter descriptions, conditions and procedures at any time.

Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A4: Inclusionary Zoning Orientation
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program

FY26 Housing Counseling Services Workplan

Organization Name:	Greater Washington Urb
Grant Number:	2025-03

Performance Period: 10/1/2025 to 09/30/2026

RFA Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	NRSA Ward 7 & 8 All Services	Total
A1	HUD Housing Counseling		Number of First Time Homebuyers Purchasing Homes	Public Service or NRSA	$66,481.50	$12,868.50	$0.00	$79,350.00
A1			Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		80	Number of 1:1 Counseling Sessions (Budget & Credit)					
A1			Number of unduplicated households					
A1		60	Number of 1:1 Homebuyer Counseling Sessions					
A1			Number of unduplicated households					
A2	8-Hour Homebuyer Class	6	Number of 8-hour Homebuyer Educations Classes	Public Service or NRSA	$23,124.00	$4,476.00	$0.00	$27,600.00
A2		60	Number of Attendees of 8-hour Homebuyer Classes					
A2		60	Number of DHCD Certificates issued					
A4	IZ/ADU Orientations	24	Number of IZ Orientations Conducted	Public Service or NRSA	$46,248.00	$8,952.00	$0.00	$55,200.00
A4		3120	Number of Attendees at IZ Orientations					
A4		3120	Number of DHCD Certificates issued					
A7	General Housing Services & Information (Group Training)	6	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)	Public Service or NRSA	$23,124.00	$4,476.00	$0.00	$27,600.00
A7		72	Number of Attendees at Financial Literacy Trainings					
A7		6	Number of Homebuyer Clubs Meetings					
A7		90	Total of Attendees at Homebuer Club Meetings					
A7		6	Number of group trainings or workshops not reported in other categories					
A7		90	Number of Attendes at group trainings or workshops not reported in other categories					
B10	Eviction Counseling		Number of Eviction workshops	Public Service or NRSA	$5,781.00	$1,119.00	$0.00	$6,900.00
B10			Number of Attendees at Eviction workshops					
B10			1:1 Eviction Counseling					
B10			Unduplciated households 1:1 Eviction Counseling					
B10		100	Number referred to Attorney(s) for Legal Services					
B10			Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)					
B10			Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)					
B10			Number Evictions Prevented					
B11	SFRRP	1	Number of SFRRP Orientations conducted (required)	Public Service or NRSA	$17,343.00	$3,357.00		$20,700.00
B11		30	Number of 1:1 Intake sessions					

Marketing	MARKETING AND OUTREACH	1	Housing Fairs	Public Service or NRSA	$4,200.00	$800.00		$5,000.00
Marketing		4	Other Tabling Events					
Marketing			Flyers Distributed					
Marketing			Social Media Posts (Facebook, LinkedIn, Instagram)					
Marketing			Mailings					
Marketing		1	Paid Advertizing (display ads in print)					
Marketing			Other					
Marketing			Other					
	TOTALS				**$293,250.00**	**$56,750.00**	**$0.00**	**$350,000.00**

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
RESIDENTIAL & COMMUNITY SERVICES (NBA)
Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	
PERIOD OF PERFORMANCE:	**10/1/2025 to 09/30/2026**
FISCAL YEAR:	**FY 2026**
TYPE OF ACTIVITY:	**HOUSING COUNSELING & SERVICES**

Instructions: *Please add rows as needed.*

Cost Category	Oct/Nov/Dec	Jan to Sept	Total
Personnel (Salary & Fringe)	$57,724.43	$180,148.51	$237,872.94
Consultants	$0.00	$0.00	$0.00
Space	$7,125.00	$21,375.00	$28,500.00
Professional Fees (include Credit Reports)	$435.00	$1,305.00	$1,740.00
Communication & Computing	$1,590.00	$4,962.89	$6,552.89
Consumables (Supplies)	$250.00	$750.00	$1,000.00
Marketing & Outreach	$0.00	$5,000.00	$5,000.00
Staff Training & Development	$2,500.00	$7,500.00	$10,000.00
IT Services & Support (professional fees)	$2,050.00	$6,150.00	$8,200.00
Membership dues	$0.00	$1,000.00	$1,000.00
Audit Fees	$0.00	$2,500.00	$2,500.00
Printing & Publication	$591.00	$1,391.00	$1,982.00
Total Direct Cost	$72,265.43	$232,082.40	$304,347.83
Total Indirect Costs (De Minimis Cost Rate up to Max 15%)	$10,839.82	$34,812.35	$45,652.16
Total Costs	$83,105.25	$266,894.75	$350,000.00

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
RESIDENTIAL AND COMMUNITY SERVICES (NBA)

Budget Form A (3-2): Personnel Information

Rev. 06/25/2025

ORGANIZATION NAME:	Greater Washington Urban League
FISCAL YEAR:	FY 2026
BUDGET PERIODS:	10/1/2025 to 9/30/2026
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Oct/Nov/Dec Hourly Rate	Q1 # of Hours	Jan-Sept Hourly Rate	Jan-Sept # of Hours	Total Costs
Program Director	Lewis, Sherry	$61.90	25.20	$61.90	78.80	$6,437.68
Associate Director	Palmer, Sabrina T	$54.47	201.60	$54.47	630.40	$45,316.04
Program Manager	Brown, Linda	$37.14	378.00	$37.14	1,182.00	$57,941.21
Housing Counselor	Edmonds, Steven	$32.19	201.60	$32.19	630.40	$26,591.00
Housing Counselor	vacant	$31.25	302.40	$31.25	945.60	$39,283.50
Program Assistant	Thomas, Destini	$27.23	201.60	$27.23	630.40	$22,658.02
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
Personnel Subtotals				**Personnel Subtotals**		$198,227.45
Fringe Benefits (Max 20%)				**Fringe Benefits (Max 20%)**		$39,645.49
Total Grant Personnel Costs				**Total Grant Personnel Costs**		$237,872.94

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director		3/24/25
2. Chris Earley, Deputy Director		3/21/25
3. Julia Wiley, General Counsel	WLW	3/19/25
4. Bill Winston, Associate Director of Community Services		3/14/2025
5. Ernest Merchant, Program Analyst		3/14/25
6.		

SUBJECT:

Director's Comments:

Action

APPROVAL	CIRCULATE	CORRECTION	FILE	FYI	INVITATION	MEETING	SIGNATURE
☒	☐	☐	☐	☐	☐	☐	☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Greater Washington Urban League NBAP FY25 Housing Services $234,500.00

Grant 2025-03

Originating Office

FROM:E. Merchant	TELEPHONE NUMBER:
DATE:3/14/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE:

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

REV 1.0 10/25/23

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

MAR 24 2025

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel/OGC

Through: Bill Winston WLW
Associate Director of
Community Services

From: Ernest Merchant
Program Analyst

Date: March 14, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Greater Washington Urban League**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$234,500.00**
ATTACHMENTS:	**FY25 Grant Agreement #2025-03** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-03
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

DISTRICT OF COLUMBIA.

COMMUNITY SERVICES
HOUSING COUNSELING SERVICES

GRANT AGREEMENT

BY AND BETWEEN
THE DISTRICT OF COLUMBIA
AND

GREATER WASHINGTON URBAN LEAGUE, INC.

This Grant Agreement ("Grant" or "Agreement"), is made effective as of March 24, 2025, ("Effective Date"), by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the D.C. Department of Housing and Community Development (hereinafter referred to as "Department," "DHCD" or "Grantor") and Greater Washington Urban League, Inc., a District of Columbia non-profit corporation Grantee [DUNS No. Unique Entity Identifier (UEI) J81NAZPM6R39] (hereinafter referred to as "Grantee") with its principal place of business at 2901 14th St NW Washington DC 20009. Grantor and Grantee shall be collectively referred to herein as the "Parties."

RECITALS

1. The Department with offices at 1909 Martin Luther King Jr Avenue SE, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975, D.C. Official Code§ 6-1001 *et seq.*, and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Department is authorized to fund community based non-profit organizations that provide housing counseling services for low- and moderate-income persons.

3. On June 7, 2024, the Department published a Notice of Funding Availability ("NOFA") in the D.C. Register, which announced the forthcoming issuance of the Fiscal Year ("FY") 2025 Request for Applications ("RFA") for the Neighborhood-Based Activities Housing Counseling Services Program ("HCSP"). The RFA was issued on June 21, 2024, that solicited applicants to provide services to District of Columbia ("District") residents as a part of the Department's HCSP. HCSP includes Public Services ("PS"), and Non-Public Services ("NPS") as defined in Section I herein. U.S. Department of Housing and Urban Development ("HUD") approved counseling agencies employing one or more certified HUD counselors are eligible to provide both PS and NPS services, while organizations which do not have HUD approval status may provide PS services only. The RFA included an opportunity for applicants to provide one or more of seventeen (17) services listed in the RFA. These services include HUD-approved counseling in keeping with 24 CFR 5.100 and related Federal regulations (in 2 CFR Part 200, and 24 CFR Part 214) as well as services related to local DC programs which are administered by the Department. The RFA and the requirements set forth therein are also incorporated by reference herein.

4. The Grantee's RFA application demonstrates that its organization possesses project management, and organizational and administrative capacity to successfully perform as a nonprofit grant subrecipient under the Department's HCSP, and accordingly DHCD has determined to award a grant to the Grantee in FY 2025 ("25" or "2025").

5. The Grantor proposes to fund HCSP grant activities in FY 2025 from its allocation of Community Development Block Grant ("CDBG") funds authorized by Title I of the U.S. Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), 24 CFR Part 570.

6. As a condition precedent to disbursement of the Grant proceeds to Grantee for the sole and exclusive purposes described in Exhibit A (which includes the "Statement of Work" and the approved "Workplan", both attached hereto and made a part hereof), the Department requires that Grantee enter into this Agreement setting forth the terms and conditions of the Grant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are hereby incorporated by reference and made a part hereof.

Section I. Definitions.

A. As used herein, the following terms shall have the meanings indicated:

a) **Fiscal Year**: All references to Fiscal Year(s) ("FY") herein refer to the District Government fiscal year which is October 1st to September 30th
b) **Neighborhood Revitalization Strategy Area** ("NRSA") refers to the HUD approved areas of Wards 7 and 8 which have been designated as strategic areas for revitalization. Services to Ward 7 and Ward 8 regardless of whether Public Service or Non-Public Service, attributed to the NRSA.
c) **Non-Public Services** refers to 24 CFR 5.100 counseling services provided to clients in connection with the purchase of a specific home. All other 24 CFR 5.100 counseling is Public Service.
d) **Public Services** refers to all other services and may include group training and/or one on one counseling.
e) **Performance Periods**: The Performance Period is defined as the start date and end date for which Grant funds are awarded to execute an approved Workplan and Statement of Work in keeping with the RFA for FY 2025. (See Section IV below.)

Section II. Exhibits.

The Exhibits listed below and the terms and conditions of the same are incorporated herein and made a part of this Agreement.

A. Services to be Provided
- Statement of Work
- Section 3 from the FY 25 RFA: Services
- Workplan as approved by the Grantor

B. Budget
- Schedules A (3-1) and A (3-2) for the First Performance Period

C. Required Reporting Forms
- Monthly Performance Report on group trainings/orientations/workshops and one on one counseling (in connection with the Statement of Work and Workplan), as well as reports on DHCD certificates issued, outreach and marketing activities, and upcoming group trainings.

- Quarterly Beneficiary Data and Demographics for each of the following (a) PS, (b) NPS, and (c) NRSA activities.
- Quarterly Language Access Report (Optional)
- Quarterly Banking Report (as applicable)
- Quarterly Procurement Report (as applicable)
- Quarterly Submission of Minutes of Board of Directors Meetings

D Method to determine Client Eligibility for Services
E Budget Modification Form
F Drug Free Workplace Certification
G Service Area Eligibility
H Insurance Requirements
I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Section III. Grant Award

A. The Department shall make a Grant of the District's CDBG Entitlement Grant Federal Award No: B-24-MC-11-0001 ("CDBG Federal Award") to Grantee in an amount not to exceed Two Hundred Thirty-Four Thousand Five Hundred Dollars and No Cents ($234,500.00)(the "Grant") and is allocated as follows:

Sources and Uses of Funds:

NRSAs Ward 7 and Ward 8 [CDBG EN]	$ 56,630.00
TOTAL CDBG [EN]	$ 56,630.00
LOCAL FUNDS	$ 177,870.00
TOTAL AWARD [All Sources]	$ 234,500.00

Notwithstanding the source of funds designated above, the Grantor reserves the right to provide funding from another source(s). In all instances, applicable Federal and District laws and regulations shall apply regardless of the funding source. The Grant award shall be used to fund a range of services which HUD has defined as Housing Counseling Services: Public Services and Non-Public Services by a HUD Approved Counseling Agency ("HCA").

The specific Grant activities are described in Exhibit A (attached hereto) which includes
(a) the Statement of Work,
(b) Lines of Services - Section 3.2 of the Request for Applications (RFA), and

(c) The approved Workplan
(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

C. The Grant services will benefit low-and-moderate income persons living in the District of Columbia. In keeping with recent Presidential Executive Orders, Grantees should only use grant funds for US citizens and should maintain such documentation to prove citizenship.[13]

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as Exhibit B. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.

D. The Catalog of Federal Domestic Assistance ("CFDA") number is 14.218.

E. The Uniform Administrative Requirements for Federal Grants are applicable to this grant award and are available online at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1. Also, the Grantee must comply with the Community Development Block Grants regulations 24 CFR part 570 that govern this award and other related HUD regulations, which are incorporated herein by reference.

Section IV. Grant Term and Periods of Performance

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2025. During this term, there are two Performance Periods. The First Performance Period is the Effective Date to September 30, 2025. The Second Performance Period is October 1, 2025, to December 31, 2025.

Funding for each Performance Period is in the sole discretion of the Grantor and requires meeting all due diligence requirements prior to award.

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[13] Examples of such document may include copies of unexpired state issued Real ID identification or driver's license, unexpired US passport or US passport card, active duty Military ID, current Green Card or Naturalization documents with state issued photographic identification.

The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of Grant funds or other Grant assets.

Section V. Statement of Work/CDBG Eligible Activities/Eligible Costs/Business Operations

A. CDBG Eligible Activities

1. Grantee shall use the CDBG Grant proceeds solely to fund Grantor-approved service activities that are intended to provide services and empower low- and moderate- income persons in the District of Columbia to make informed housing choices and achieve their housing goals, whether it's finding affordable rental housing, purchasing a home or obtaining financial assistance for critical home repairs.

The best way to provide this critical information to a client in order to assist them in their decision-making process is to adhere to 24 CFR 5.100[14] [in which a HUD certified counselor conducts (1) intake (2) financial and housing affordability analysis with affordability calculation (3) an action plan and (4) follow-up counseling to implement the action plan and achieve its stated goals].

The Grant services to be provided are described in Exhibit A. This description includes the major tasks, activities and project deliverables to be provided under this Grant. The Grantor reserves the right to alter or change the District of Columbia program requirements including eligibility, services provided, service methodology, service delivery and program goals during the performance period.

The proposed Grant activities are CDBG eligible activities pursuant to 24 CFR 570.201(e).

2. Grantee shall sponsor outreach events that inform the community about the Grant activities and participate in other community events as requested by Grantor.

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[14] 24 CRF 5.100: "Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling."

3. The Grantee must retain records which demonstrate that each activity funded under this Grant is CDBG eligible and document the amount of CDBG funds expended for each activity. This includes the activity itself, the outcomes, and the records concerning beneficiaries in keeping with subsection (B)(2) below receiving services. Any authorizations needed together with beneficiary statistical information should be obtained by the Grantee during intake or registration. HUD does not grant exceptions or authorize the District to make exceptions to this requirement.

B. CDBG National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention of slums or blight; 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. The Grantee certifies that the CDBG-assisted activities to be carried out under this Agreement will meet the National Objective of primarily benefiting low- and moderate-income persons (limited clientele activities) in accordance with Federal and District Requirements. The minimum threshold requires that at least 51% of the households served with CDBG funding must be low- and moderate-income households; provided however, that a Grantee whose application claimed additional scoring points for agreeing to provide Grant services to more than 51% low- and moderate-income beneficiaries, must adhere to the percentage they elected in their application.[15]

In accordance with the Grantee's election in their Application for a grant award and for receiving additional points in scoring, the Grantee has agreed to exceed the minimum requirement and to serve at least 90% low- and moderate-income beneficiaries.

Note: This percentage cannot be decreased as it was used for scoring in a competitive round of funding.

4. The Grantee shall disclose to any client that services are provided free of charge by a Grant funded by DHCD using Federal funds and therefore the Grantee has certain reporting

[15] In responding to the RFA published June 21, 2024, applicants were given the opportunity to receive additional points in scoring for committing to exceed the CDBG minimum threshold to either a 75% minimum or a 90% minimum.

requirements in order to provide the Grant services free of charge. The Grantee shall use appropriate forms to obtain a client authorization, as required, to comply with the terms of this Agreement and to meet HUD reporting requirements,

C. Staffing

Where HUD requires services are to be provided by a Certified HUD Housing Counselor, the Grantee shall comply with that requirement and not permit services reserved to HUD certified counselors to be provided by others.

To the extent applicable, Grantee agrees to secure the services of qualified personnel that are licensed and bonded in the District of Columbia to perform the CDBG Federal Award activities and services listed in Exhibit A.

Any changes in personnel or their general Grant responsibilities as set forth in Exhibit A are subject to the prior written approval of DHCD. In this regard, it is essential that the Grantee immediately report terminations and proposed new hires to the Grantor.

D. Business Operations

1. Grantee shall observe business hours of operation onsite in their service location(s) that align with District Government hours of operation specifically Monday through Friday 9:00 am to 4:30 pm (DC holidays excepted)[16] and shall ensure that sufficient staff are on site at Grantee's place of business to carry out Grant services.

2. During the hours of operations, Grantee shall have live answered telephones for incoming calls. If the Grantee's phone system utilizes an auto-attendant function or voicemail, announced option to the caller must include an option to press a certain key (such as "0" for an Operator) to be connected to a staff person in real time who can answer and field questions, redirect a caller to a staff person who can address a caller's inquiries, or provide registration information. DHCD and other DC agencies such as the Office of the Attorney General may check Grantee's compliance with this requirement from time-to-time.

[16] DC Holidays include New Year's Day, Dr. Martin Luther King, Jr. Holiday, Washington's Birthday, DC Emancipation Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Day.

E. Grantee may offer clients virtual appointments as well as virtual group informational or educational activities, but Grantee shall also provide clients an option for in-person services (including both in-person one on one appointments as well as some in-person group informational or educational activities.) The Grantee shall not refuse in-person services to DC residents.

F. Housing Resource Center (HRC) and Late Night Hours: As required by the RFA, "Applicants selected for the award shall participate (in a regular rotation) in staffing onsite at the Department's Housing Resource Center (HRC). The HRC provides services to DC residents by appointment and walk-ins." The HRC is located in the Grantor's offices at 1909 Martin Luther King Jr Av SE. The HRC coordinator, in conjunction with the Associate Director for Community Services, will develop a schedule in consultation with Grant subrecipients for staffing the HRC on a rotating basis on weekdays.

RFA applicants were awarded additional points in their score by committing to "Extended Office Hours." The options included providing office hours until 7:00 pm at least one (1) day a week in their office location and/or until 7:00 pm at least two (2) days a month in the HRC.

In accordance with the Grantee's selection in their Application for grant award and funding, the Grantee has committed to serve Extended Office Hours No Commitment to Extended Office Hours in either location.

Section VI. Disbursement/Required Support Documentation

A. <u>Reasonable, Allowable, Necessary, Allocable</u>

1. Grantee may request reimbursement for actual expenses incurred to provide services and as described in the Grant Budget (A 3-1 and A 3-2). Requests must meet all four criteria: reasonable, necessary, allowable, and allocable. (2 CFR 200.305)
   a. ***Allowable costs.*** Reimbursements are limited to the expenses directly related to activities supported by the grant activities and are subject to the regulations of the Federal and District Governments. Expenses related to activities should be necessary, reasonable, allowable and allocable.
   b. ***Limitations on allowable costs.*** A grantee may not use an indirect cost rate to determine allowable costs under its grant.
   c. **Some *Unallowable costs.*** Expenses that are not allowable include (but are not limited to) sales tax, late fees, debts, tips & gratuities, food, alcohol, controlled substances, cash reserves or investments, money given to individuals (including

donations, grants or loans), contributions to organizations, costs of fundraising, fund development, grant writing, advocacy, lobbying, and purchase of goods or services for personal use or benefit.

2. In addition, Grantee must demonstrate to the reasonable satisfaction of the Grantor that Grant performance milestones have been achieved. All requests for payment of eligible expenses shall be associated with the budget line items specified in Exhibit B (Budget Schedule A (3-1), estimated cost invoices and satisfactory Grant performance.

3. Grantees may not be reimbursed for expenses paid through Cash app or other similar peer-to-peer payment platforms, since such platforms create issues for recordkeeping, auditability, and compliance with grant regulations.

4. The Grantee shall not supplant funds or seek reimbursement for expenses that may be reimbursed by another grant (Federal, District, or private) either prior to or subsequent to reimbursement by the Grantor.

5. The Grantee must have the capacity for bookkeeping and accounting services required to track Grant expenses and create payment requests in keeping with Federal and District requirements, either on staff or by a third-party contractor.

6. The Grantee shall create and submit payment requests in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the Grantee to create and submit invoices by selecting the applicable purchase order number which is listed on the Grantee's profile.

7. All Grantees must be registered in the portal prior to invoice submission. The vendor portal website is **https://cfo.dc.gov./supplier_portal**. Please log onto the portal for further details and instructions. Questions can be submitted to suppliers@dc.gov.

B. Form of Submission of Payment Requests

1. The cover sheet to the reimbursement package must be the 30A Form of the Department [RCSD DHCD 306A Revised October 2024]. No other cover sheet is needed. This form should contain the Purchase Order Number, the IDIS Number, and the Partial Payment Number in accordance with Department's guidelines.

Payments requests are contingent upon certification by the Grantee in the following form as contained on the 306A (RCSD DHCD 306A Revised October 2024). The Certification is to be made by the chief executive officer, or the chief financial officer or the chief operations officer if the Governing Board has authorized this officer to act on behalf of the board to sign.

"I certify that all items, quantities and prices of work and material shown in the requisition are correct to the best of my knowledge and belief. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information , or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812." (2 CFR 200.415)

2. Page 2 and Page 3 shall be the Reimbursement Request A 3-1 and A 3-2.

3. Page 4 shall be the Invoice Cover Sheet with:
   a. A unique identifier (e.g. a row number or brief alphanumeric code) shall be assigned by the Grantee to non-personnel invoices and with the same unique identifier marked on each and every supporting document (e.g. receipt, proof of payment, cancelled checks, contracts, scopes of works, services rendered, vendor statement or document, Grantee's notes) submitted. The unique identifier shall be listed on the invoice cover sheet.
   b. Vendor's name
   c. Remittance address
   d. Invoice number
   e. Invoice date
   f. Contract number (also known as Grant Number)
   g. Purchase order number (if any)
   h. Invoice Amount
   i. The Amount which the Grantee is requesting reimbursement
   j. Quantity of goods/services delivered. Deliverables. Shipping and payment terms
   k. Other substantiating documentation that justifies and supports the payment request.

4. Page 4 and subsequent pages as needed shall include the supporting documents for the reimbursement request including signed timesheets, payroll reports, invoices from vendors marked as described above. (See Section E below.)

C. HUD Related Requirements

1. Federal regulations require that reimbursement under the Grant is tied to (a) beneficiary data reporting and (b) program performance. Failure to meet reporting deadlines for performance and/or beneficiary service data will suspend temporarily the processing of Grantee payment requests. Staff unavailability does not waive the requirement to meet reporting deadlines, and Grantee shall ensure that adequate staff are trained or cross-trained to prepare and submit reports timely.

2. The Grantee should be aware that HUD maintains an *Integrated Disbursement and Information System* ("IDIS"), a database in which the Grantor must make reports during the performance period on each Grantee's account. HUD flags subrecipient accounts when reporting is not provided by a deadline. Such a flag shall constitute a default. Multiple flags or failure to meet the conditions for HUD to remove a flag may result in suspension or termination in keeping with Section XII (C) of this Agreement.

D. Schedule for Submission of Reimbursement Requests

1. Requests for reimbursement shall be submitted in a timely manner by the date due. Failure to meet a deadline shall constitute a default.

2. On the 10th day of each month, the Reimbursement Request shall be for the prior month; provided however, the September reimbursement request must be submitted earlier in October on the date specified by the Office of the Chief Financial Officer of the District of Columbia, which is usually between the 5th and 7th day of October. *(Grantee may wish to use other funding sources for the late September payroll to facilitate meeting the deadlines.)*

3. In order to close-out the grant by September 30th, the October request should be the only request submitted in September.

4. The monthly schedule for submission is as follows:

Month	Due Date
March	April 10th
April	May 10th
May	June 10th
June	July 10th
July	August 10th
August	September 10th
September	October 5th or 7th as specified by the DC CFO
October	November 10th
November	December 10th
December	January 10th
January	February10th
February	March 10th

5. As applicable, expenses incurred pursuant to a project commitment in IDIS that has been approved by the Grantor and are otherwise eligible for reimbursement at the Grantor's sole discretion, may be reimbursed, regardless of when those expenses were incurred.

E. Source Documentation

1. All costs and obligations incurred under this Grant Agreement must be supported by source documentation (e.g. invoices, receipts, contracts, canceled checks, etc.). Documentation may also include approved time distribution sheets and certified payroll reports for employees and contracts.

2. The Grantee must satisfy all documentary requirements to the reasonable satisfaction of the Grantor prior to the disbursement of Grant funds.

F. Requirements Applicable to Disbursed Funds/No Escrow

1. Grantee shall not escrow Grant funds. However, nothing shall prohibit the Grantee from supplementing funding for these activities from other sources including other grants, funders or donors.

2. Any cash advances disbursed pursuant to this Agreement must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate

cash requirements of the Grantee in carrying out the purpose of the Grant. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct Grant program or project costs and the proportionate share of any allowable indirect costs.

3. If at any time it is determined that more Grant funds are disbursed to Grantee than what was required by the Grantee's immediate disbursement needs, Grantee shall immediately return to Grantor the excess funds.

4. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations or fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee.

G. The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect cost rate, as further described in Section (C)(4) and Section (C)(5) (Reporting Requirements) below.

H. In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant proceeds within three (3) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant proceeds, unless another date shall be agreed to be the parties in writing. The Grantor reserves the right to recover such losses by any legal remedy available.

Section VII. Budget Modifications

A. Any amendments to the budget (change in the amounts specified in the individual cost categories set forth in Exhibit B). may be approved by the Grant Administrator, so long as the total amount of the budget is not exceeded.

B. Any increase in the total Grant amount must be approved by the Director of the Department. If the change is made at the request of the Grantee, the request shall be in writing dated and shall be submitted on a Budget Modification Form, attached hereto as Exhibit E.

1. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and dated using the appropriate excel format or the appropriate online portal if available.

2. The Grantee shall make modification requests by June 1st, to allow sufficient time for processing prior to the start of the fourth quarter of the fiscal year. No more than two modifications may be required in the performance period. Requests for modification to the budget shall not be approved after June 1, 2025, except for extenuating circumstances specified in writing, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion.

3. The Department will not approve reprogramming of personnel funds for positions not filled in compliance with this Agreement and Grantee's personnel policies submitted to Grantor. If at any time DHCD requires a more detailed budget breakdown than the one contained herein, the Grantee shall provide such supplemental budget information in a timely fashion and in the form and content prescribed by DHCD.

Section VIII. Conditions Precedent to Grant Closing and Grant Disbursement

Grant closing shall mean the date on which Grantee has satisfied all conditions precedent to execution to the satisfaction of the Grantor, at which time both parties have executed and delivered the Grant Agreement. No Grant proceeds shall be disbursed prior to Grant closing.

The following conditions must be met prior to Grant closing:

A. Eligibility Determination. Determination by the Grantor that Grantee's proposed Grant activities meet eligibility and national objective requirements specified by the CDBG Program regulations at 24 CFR §§ 570.200 through 570.209. Grantor has determined that the proposed Grant activities are eligible for CDBG Program funding pursuant to 24 CFR 570.201(e) (provide housing counseling services to low- to moderate-income households).

B. Environmental Clearance. Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historic preservation reviews, and HUD has issued an approval of the release of funds.

C. Due Diligence Submissions. The following items must be delivered to DHCD for approval prior to Grant execution and Grant closing:

1. Articles of Incorporation, organizational by-laws and certification of nonprofit status.
2. Board/Corporate Resolution, memorializing
   a. the Grantee's intent to enter into this Agreement
   b. identifying the total Grant amount of the award
   c. identifying the Grant Number
   d. identifying the funding source(s) of the award, and
   e. identifying the authorized person by name and title who is authorized to sign on behalf of the corporation to enter into this Agreement.
3. Certificate of Good Standing
   a. issued by the DC Department of Licensing and Consumer Protection (DLCP)
   b. certified within 6 months of the Effective Date of this Agreement.
4. Certificate of Clean Hands
   a. issued by the DC Office of Tax and Revenue (OTR)
   b. certified within 90 days of this Agreement.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia to carry out the Grant activities.
6. Evidence that Grantee has obtained insurance, as provided in Exhibit H. If the renewal period for any insurance requirement occurs during the Grant performance period, the Grantee is required to submit to the Grantor evidence (Certificate Of Insurance) of insurance renewal to cover the remaining Grant performance period.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Effective Date.
8. An Affirmative Action Plan ("AAP") must be submitted by the Grantee for review and approval by the District prior to Grant execution and the disbursement of any Grant proceeds. The AAP shall be in a form to be determined by the District and must detail the Grantee's efforts to comply with the District's goals for achieving equal employment in District government contracts and set forth specific standards for the utilization of minorities in all job categories, as required by Mayor's Order 85-85 and District law.
9. Drug-free Workplace Certification (Exhibit F).
10. Debarment affidavit and verification confirming that Grantee is not debarred or suspended or otherwise excluded from or ineligible for participation in federal or District assistance programs under Executive Order 12549 or District law.

D. Opinion of Counsel. Grantee shall submit a written opinion of the Grantee's attorney, which states that the attorney has read the Grant documents and that the Grantee:

- Is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary.
- Has the full authority and legal right to carry out the terms of this Grant Agreement and all documentation required hereunder to be executed by Grantee; and
- Has taken all actions to authorize the execution, delivery and performance of this Grant Agreement and any documents required to be executed in connection with the Grant according to their respective terms

The Opinion shall further state that none of the aforesaid actions, undertakings or agreements violate any restriction, term, condition or provision of the Grantee's organizational documents or any contract or agreement to which Grantee is a party or by which it is bound. The Opinion must identify the Grant Agreement by name and Grant number, and the counsel must specifically identify the documents upon which the Opinion is based.

E. Current on District Obligations. Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant, including all local taxes and charges affecting Grantee's business.

F. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Proceeds, including, but not limited to the Council of the District of Columbia and the Chief Financial Officer of the District of Columbia.

G. Clearance Approval issued by the DHCD Office of Program Monitoring.

Section IX. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. The Grantee shall cure all report deficiencies identified by the Department and resubmit for approval by the Grantor within 14 calendar days of the notification. The requirements of monthly and quarterly reports {VII.(A) and (B) are in Exhibit C.}

A. Monthly Reporting

Monthly Performance Reporting. The Grantee shall use the online reporting portal provided by the Grantor and shall provide a complete performance report by the 10th day of each month reporting on Grant activities, accomplishments and performance of the prior month. Failure to submit the report by the tenth day of the month following the end of each

month shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

B. Quarterly Reporting

On the 10th day of January, April, July, and October, the following quarterly reports for the previous three months shall be due and provided by the Grantee in the form and method required by Grantor:

1. Quarterly Report on **Beneficiary Data and Demographics** (separate reports for PS, NPS and NRSA).

2. **Banking Report** (as applicable)

3. **Non-expendable Equipment Inventory Report** (as applicable) (the purchase or lease of non-expandable equipment). The purchase of all computer equipment must have prior approval from the Department.

4. **Procurement Report** (as applicable).

5. Copies of the **Minutes of the Board of Directors** meetings, which took place during the previous quarter; and

6. **Language Access Report** (optional) If services are provided in languages other than English, we encourage a language access report to be made.

Failure to submit any or all Quarterly Reports by the tenth day of the month following the end of a quarter shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

C. Additional Report Requirements

The following reports are due to the Department within the timeframes indicated below. If these documents were previously submitted, they must be updated and resubmitted.

1. Fringe Benefits Report

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects funded from the proceeds of this Grant shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefits rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the change. The report shall be submitted to DHCD within fifteen (15) days of Grant execution.

The fringe benefits rate for any personnel costs funded by this Grant shall not exceed 20% of the base salary rate indicated in Schedule A Form A (3-2) of the budget (Exhibit B).

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to the date of the Offer Letter.

All personnel costs approved under this Grant Agreement must be filled within ninety (90) days of Grant execution or within ninety (90) days of the vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than ninety (90) days, whether intermittent or consecutive, at any time during the Grant period may result in the loss of funds for the position.

Grantee must submit transcripts of training or continuing education for individual staff and counselors to the Grantor.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with CDBG funds, in accordance with the requirements specified in 2 CFR Part 200 (Exhibit D). The property inventory list must include, at a minimum, a short

description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

a. The Grantee shall submit a budget and Cost Allocation Plan showing its direct and indirect costs and the allocation of such costs to the Grantee's activities, including the administration of the activities and services provided under this Agreement. The plan must show all allowable and unallowable costs and how such costs are included in the direct and indirect costs in accordance with 2 CFR Part 200.

b. A current Cost Allocation Plan must be submitted no later than thirty (30) days following Grant execution.

c. The Cost Allocation Plan must include all sources of funding for the Grantee, including this, Grant and to which program/cost centers each source has been applied using the Grantee's chart of accounts (referencing individual budgetary line items).

The Grantee must provide:
i. the total amount of funding from each funding source,
ii. the total staff employed by the Grantee, regardless of funding source, staff allocation per grant/program and the estimated percentage of time spent per grant program.

d. As required by HUD, the Cost Allocation Plan is subject to approval by the Grantor. The Grantee shall cure any defects or omissions in the Cost Allocation Plan within 60 calendar days of the notice to cure.

e. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. The waiver request must detail the reasons for the waiver request and include a copy of the relevant audited financial statements.

f. Claims for reimbursement of documented Grant expenses shall comply with 2 CFR Part 200 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.

5. Indirect Cost Rates

a. Grantees may request reimbursement for indirect costs based on their Cost Allocation Plan. The Cost of Allocation Plan must be reviewed and approved by the Grantor. The Grantee is required to keep records of the expenses charged to the Indirect Cost Rate for monitoring and close-out.

Grantees with Indirect Cost Rates are required to use their indirect cost rate. Grantees with provisional rates must demonstrate the rate is not expired or that it is currently used by a Federal Agency in awarding Federal funds to the Grantee during the current Fiscal Year. Other Grantees may use the Federal *de minimis rate* of 15%. In either case (*De Minimis rate* or Federally Approved rate), Grantee shall maintain records (available during monitoring, or close-out or upon request) indicating which costs in the cost allocation plan and the dollar amount have been attributed to the Indirect Cost.)

Indirect cost rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with supporting documentation. DHCD will not make adjustments to indirect cost rates after June 1st.

The Grantor does not issue or award Indirect Cost Rates.

Grantees who wish to obtain a Federally authorized Indirect Cost Rate are encouraged to contact the "Cognizant Agency" which is the US Department of Health and Human Services.

b. For all personnel costs funded under this Agreement, Grantee must maintain documentation for use of indirect cost funding and provide the same when requested for verification of expenditures in keeping with the approved cost allocation plan, including, but not limited to cancelled checks, employee signed and supervisory approved employee time sheets, invoices and bank records.

c. Expenses charged to an indirect cost rate must be accompanied by and cross-referenced to and reconciled with an independent audited financial statement, which accounts for all (grant funded and non-grant funded) activities by the Grantee during the fiscal year in which the indirect cost rate is based.

6. Organizational Audit

Grantee must submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year.

Note to All Grantees: All Grantees must ensure their financial records are available for review or audit by appropriate officials of the Federal Government and the District Government.

7. Auditor's Management Letter.

Grantee shall submit an auditor's Management Letter to the Grantor at the time it submits the annual audit.

8. Procurement Policy, Accounting Policies and Procedures, and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution, the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of the Grant. These policies and procedures shall be in accordance with the requirements of 2 CFR Part 200. The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

If the Grantee has previously submitted these documents, and the documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a certified statement (the "Re-certification Letter") to the Grant Administrator indicating when the most current document was submitted to the District and certifying that no changes to these policies and procedures have since been made.

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D. Summary of Report Deliverables and Receipt Due Dates:

	Report	Receipt Due Date
1	Monthly Performance Report	No later than the 10th day of each month
2	Quarterly Beneficiary Data	No later than January 10th, April 10th, July 10th and October 10th – a separate report for each use: PS-NPS-NRSA
3	Language Access Report (Optional)	No later than January 10th, April 10th, July 10th and October 10th
4	Fringe Benefits Report	Within 15 days of Grant execution
5	New Hires/New Employees Information (Job Description & Resume) HUD certificate if certified counselor	10 Days prior to the Offer Letter of Employment being sent to the candidate
6	Notice of Vacant Position	Within 10 days following the vacancy
7	Non-expendable Equipment Report	Within 15 days of Grant execution and quarterly thereafter
8	Procurement Policies and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
9	Accounting Manual and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
10	Cost Allocation Plan (based on and tied to the most recent audit)	Within 30 days of Grant execution
12	Independent Financial Audit	Within 90 Days of the Close of the Grantee's Fiscal Year

	Report	Receipt Due Date
13	Single Audit Report (if applicable)	Within 30 Days of submission to the Federal Audit Clearinghouse
14	Auditor's Management Letter	Submitted with the submission of the Audit
15	Requests to revise Budgets and/or Workplans	Prior to the 1st day of June
16	Grantee's Close-Out Report (Section XV.) Inventory Report & Annual Report	Within 90 Days of the end of the Term of the Grant.
17	HUD 9902	Within 30 Days of Submission to HUD
18	HUD Monitoring Report	Within 30 Days of Receipt from HUD monitor or the HUD intermediary monitor.

Section X. Accounting/Audit Requirements

A. Accounting System

1. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in Exhibit B.

2. Accounting records should be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.

3. Any funds provided to the Grantee or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest-bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

Grantee shall submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year, contingent on the following:

1. Grantees receiving an aggregate of $1,000,000 or more from all funders in Federal funds must in accordance with Federal regulations obtain an independent audit (Single Audit Act of 1984 , Single Audit Amendments Act of 1996, and 2 CFR Part 200). A standard audit may be supplied pending the completion and submission of the Single Audit.

2. Grantees:
   (a) Required to be audited by any State or political subdivision(s) thereof (whether by statute or regulation) or
   (b) Who conduct an audit to submit to any government or private funder, or foundation or corporate funder or
   (c) Whose governing body or senior management obtains an audit,

   shall be required to submit that audit to the Grantor upon receipt of the same.

If the Grantee is not audited in accordance with (1) and (2) above, the following shall apply:

3. A Grantee whose corporate entity receives or expends less than $999,999 as reported to the Internal Revenue Service in the 990 Tax Return without amendments, deletions or summarized details must file with the Grantor a financial report prepared by an independent Certified Public Accountant and certified by the same that contains:
   - income statement or Statement of Activities,
   - balance sheet or Statement of Financial Position,
   - statement of Functional Expenses by program or cost centers such statement to break out separately the Grantor's funding by Grantor's program(s) separately from all programs or cost centers used.
   - statement of cash flows, and
   - independent review and certification of the financial statements including a review of the management's financial internal controls.

   In addition, the nonprofit organization must file a biennial audit that covers both years within a biennial period. See 2 CFR Part 200, Subpart F.

4. The Grantee shall fully clear any deficiencies noted in the audit reports within sixty (60) days after receipt by the Grantee.

5. . Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default of this Grant and may result in the withholding of future payments and/or debarment from participation in future Grants.

Section XI. Grant Administration

The Grant Administrator is:

William Winston
Associate Director for Community Services
DC Department of Housing and Community Development
1909 Martin Luther King Avenue SE, Room 304
Washington, D.C. 20020.

The telephone number is (771) 208-9628. All concerns regarding the technical implementation and interpretation of this Grant are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line-item changes and terms) where there is no dollar increase.

Section XII. Repayment of Grant Funds/Grant Performance Monitoring Default and Remedies

A. HUD Monitoring

The Grantee is subject to monitoring by HUD and agrees to provide all required information, data, records, files including client files, case notes, correspondence and emails, reports, beneficiary data, performance data, financial records, supporting documentation, to satisfy HUD monitoring. Notwithstanding the date of a finding by HUD, should HUD make a finding, the Grantee shall be responsible to cure the defect, and should HUD require repayment of Grant funds for any reason to the Federal Government, the Grantee shall be responsible for repayment in the amount specified by HUD. Repayment shall be made to the District of Columbia and by the District to the Federal authority in satisfaction of the HUD requirement. HUD monitoring is not confined to the performance period but extends through the record retention period provided in Section XV.

B. Grant Performance Evaluation

1. DHCD will monitor the performance of the Grantee to ensure that the goals and performance standards stated in the Statement of Work and Work Plan and RFA are being achieved according to schedule and within budget.

2. All records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. Grantee shall make timely submission of all information and/or records requested by DHCD or HUD to assess performance under the Agreement.

C. Suspension or Termination of Grant Assistance

1. In accordance 2 CFR 200.340 and 200.341 and 200.343, suspension or termination of CDBG Grant assistance may occur according to the Default provision in subsection D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner.

2. If Grantee fails to correct the substandard performance within thirty (30) days after receiving written notice from DHCD, suspension or termination of this Agreement will be initiated.

3. In accordance with 2 CFR 200.340(a), suspension or termination of Grant assistance may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

Subject to any applicable notice requirement and right to cure, the occurrence of any of the following shall constitute an event of default:

1. Failure to comply with any of the CDBG Program rules, regulations or provisions referred to in this Agreement, or such other Federal or District statutes, regulations, executive orders, District of Columbia mayoral orders, HUD rulings, policies or directives applicable to this Grant:

2. Failure to comply with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement.
3. Substandard performance by the Grantee or any of its agents under this Agreement, as determined in the sole and reasonable discretion of DHCD; or
4. Improper use of funds provided under this Agreement.

A determination of default shall be made in the sole and reasonable discretion of DHCD.

E. Remedies for Default

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of a written notice to the Grantee, Grantor may take one or more of the following actions, as determined in its sole discretion:

1. Terminate and suspend further disbursement of any remaining Grant assistance.
2. Disallow all or part of the cost of the activity or action that is not in compliance with this Agreement.
3. Wholly or partially suspend or terminate the current Grant award; or
4. Take other legal remedies that may be available.

F. Termination for Convenience

The Grant may be suspended or terminated on the basis of convenience as provided in 2 CFR 200.340(a).

G. Reversion to DHCD of Grant Assistance

1. Upon default by the Grantee under the terms of subsection D above, which has not been cured, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request the following:

i. Any Grant funds in its possession (whether or not committed),
ii. Any accounts receivable attributable to the use of Grant funds; and
iii. The portion of any income directly generated by (or the prorated proportion of) Grant funds for the activities described in this Agreement.

2. Upon final completion of the projects and activities for which CDBG funds have been provided by DHCD, expiration of the term of this Agreement, cancellation, or determination of this Agreement, the Grantee shall transfer any unspent, excess or surplus CDBG Grant funds, to include accounts receivable attributable to the use of the CDBG funds.

H. Grantor Non-Waiver

DHCD's delay or failure to act with respect to a breach by the Grantee does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section XIII. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, and 2 CFR Part 200, as deemed applicable by the Grantor. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Fund Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Organizational Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter arising from this Grant Agreement.

D. Cancellation Ceiling

In the event of cancellation of the Grant because of non-appropriation of funds for a specific fiscal year, there shall be a cancellation ceiling of zero dollars.

E. Anti-Deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, Grantor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code§ 47.105. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-Deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section XI. of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements.
2. Performing technical evaluations as required.
3. Interpreting the Statement of Work and other language in the Grant.
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with the District and other laws and regulations applicable to the Grant.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

George H. Lambert, Jr.
President & CEO
Greater Washington Urban League
2901 14th Street, NW
Washington DC 20009
(202) 265-8200
glambert@gwul.org www.gwul.org

H. Misuse of Grant Funds

Any alleged fraud, waste, abuse or mismanagement of Grant funds shall be immediately reported to the Grantor and the District of Columbia Office of the Inspector General ("OIG"). The OIG may be reached at (202) 724-TIPS (8477) and (800) 521-1639 or at oig.dc.gov

I. Nonassignability

Grantee will not sell, assign, pledge or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

Section XIV. Insurance

A. The Grantee shall obtain at least the minimum insurance coverage set forth in this Section XIV. and Exhibit H prior to the Effective Date and keep such insurance in force, as may be applicable, throughout the Grant period of performance.

B. Fidelity Bond: The Grantee must procure Fidelity Bond coverage in an amount equivalent to the total Grant budget. Pursuant to 2 CFR Part 200, Fidelity Bond coverage is required to protect the District's interest in the dollar amount of the Grant. Should Grantee be unable to procure a Fidelity Bond, Grantee shall submit proof that it has obtained general liability insurance that covers internal employee criminal activity or directors' and officers' liability insurance.

Section XV. Records Retention/Access

A. Records Retention

The Grantee shall retain all records demonstrating compliance with CDBG requirements and that are pertinent to this Grant for no less than five (5) years from Close-out of this Grant Agreement, including any extension thereof made in accordance with Section XVI. [Option to Extend] and including but not limited to Close-Out in IDIS of any HUD requirements. See Exhibit 5.1 in this link: https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-5.pdf

B. Extension of Retention Period

Notwithstanding the foregoing retention requirement in paragraph A above, if any litigation, claim, HUD monitoring or audit is initiated before the expiration of the retention period, records shall be retained for a period of not less than four (4) additional years following completion of the actions and resolution of all proceedings (e.g. litigation, claim, HUD monitoring or audit) involving the records.

C. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility, progress and achievement toward program goals and secure such records in a manner subject to applicable privacy laws. Such data may include, but is not limited to, client name, address, income level, case notes, correspondence and a description of service(s) provided. The Grantee shall use software which is HUD compliant to maintain client records. The Grantee shall transmit client records and files in a manner that is compliant with HUD's Personally Identifiable Information (PII) requirements.

D. Access to Records

All Grantee books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Grant funds shall be made available to the Department, HUD, its designee, representatives of the Inspector General of the District of Columbia or the Office of the DC Auditor at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.

E. National Objectives

The Grantee agrees to maintain documentation that demonstrates that the activities carried out with CDBG funds provided under this Grant meet the CDBG national objective of benefiting low- and moderate-income persons, as defined in 24 CFR part 570.208.

F. Copyright

If this Agreement results in any copyrightable material or inventions, DHCD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Section XVI. Federal and District Public Policy Requirements

Grantee shall fully comply with the following Federal and District policy requirements, as deemed applicable by Grantor:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federal-assisted and federal conducted programs and activities .

C. The requirements of Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

D. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.-) and implementing regulations at 24 CFR I part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

E. The requirements of Executive Order 11246, as amended by Executive Orders 11375. 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

F. The Conflict of Interest provisions of Federal and District laws strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of Federal funds to comply with 2 CFR 200.317 to 200.327 and

any sections of Title of 24 the Code of Federal Regulations concerning CDBG funding which are more restrictive than the Uniform Guidance Code for use of CDBG funds. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within (fifteen) 15 business days of execution of the Grant Agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict-of-Interest declarations to be executed by each employee and board member.

G. The Hatch Act. Chapter 15 of Title V. United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

H. The National Environmental Policy Act or other legislation implemented by 24 CFR part 58.

I. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement as Exhibit F.

J. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991H FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.

2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any grant,

or the entering into any extension. continuation. renewal, amendment of modification of any grant.

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and

c. He or she will include the language of the certification in all sub- grant awards at any tier and require that all recipients of sub-grant awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this Grant imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure, as the applicable grant shall so provide.

K. The Americans with Disabilities Act of 1990 (ADA) - Notwithstanding anything contained herein to the contrary, during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

L. The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are applicable pertaining to economic opportunities for low and very low-income persons. 24 CFR part 135.

M. First Source Program - Contractors and subcontractors of a government-assisted Project totaling $300,000 or more must comply with the District's goals for the recruitment, referral and placement of District residents. See D.C. Law 5-93, as amended, D.C. Official Code§ 2-219.01 et seq.

Section XVII. Close-Out Provisions

Activities and tasks during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor, and determining the custodianship of records (which shall remain the responsibility of the Grantee unless a determination is made otherwise). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over District appropriated funds and the record retention period, whichever is longest. Grantee shall submit the following items within the time frames indicated in this Section after completion of Grant activities or expiration or termination of this Agreement.

1. All activities are eligible, were completed and met a national objective.
2. All grant funds were expended in full, or all remaining funds are to be returned to Grantor.
3. All reporting requirements were completed and submitted (except for the final report that is submitted during the closeout process).
4. Any special conditions were met; and
5. All deficiencies or corrective actions affecting the Grant were resolved.

A. Grant Close-Out Report

The Grantee shall submit to the Grantor a Grantee's Close-Out Report ("Report") within ninety (90) days after expiration of the Grant term, termination of the Grant, or final payment for activities under this Agreement, whichever occurs later. This Report, at a minimum, shall include a narrative of the Grantee's completed tasks based on the activities, performance measures and goals set forth in the Statement of Work. The Report shall be completed using a form provided by the Grantor. The Grantee shall provide any information or data Grantor requests for Close-Out. In the Grantor's sole discretion, the reporting provided during the term of this Agreement may be accepted in lieu of the Grantee's Close-Out Report if those reports contain all information required in this section.

B. Documentation of Expenses

Within ninety (90) days after the expiration of the Grant, the Grantee shall provide to Grantor documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses.

C. Equipment Inventory

The Grantee shall submit to Grantor a list of all furniture, fixtures, equipment and vehicles purchased with Grant funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with 2 CFR Part 200.

D. Audit

The Grantee shall submit an audit or financial statement, as applicable, and as provided in Sections IX and X. of this Agreement.

E. Transfer of Records

Grantee shall, within ninety (90) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

F. Grantee's Obligations

The Grantee's obligations to DHCD remain in effect through the period of record retention as stated in Section XV.

Section XVIII. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion, and if legally permitted, extend the term of the Grant no more than two (2) times for one-year terms, or any fraction of one year, or multiple successive fractions thereof.

B. Grantor will endeavor to provide Grantee a preliminary written notice of its intent to extend at least thirty (30) days before the end of the Grant Term. The preliminary notice does not commit the District to an extension or authorize additional Grant funds to Grantee.

C. Any extension of this Grant is contingent upon the appropriation of funds for the applicable time period. However, the availability of funds shall not obligate the District to extend the Grant.

Section XIX. Total Agreement

The Grant Agreement, including specifically incorporated documents (to include the approved Statement of Work, the Work Plan, the approved Budget and the Grant attachments) constitute

the total and entire agreement between the Parties. Grantee understands and agrees to comply with the incorporated references contained in this Agreement and all applicable District and Federal laws and regulations.

Section XX. Applicable Law.

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia, unless otherwise controlled by federal law. In any proceeding relating to this Grant Agreement, each of Grantor and Grantee, hereby irrevocably submits to the jurisdiction of the Courts of the District of Columbia for the purposes of any suit, action or proceeding arising out of or relating to this Grant or transactions contemplated hereby.

Section XXI. Severability.

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XXII. Amendment.

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Grant activities, or the amounts specified in the Budget without the prior written approval of Grantor. The Grantee may request in writing approval of any proposed change to the Statement of Work or Workplan or the amounts specified in the eligible cost categories of the Budget and shall provide adequate supporting information and a revised budget along with its request. All such requests must be signed and dated.

Section XXIII. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or fully, by the Department.

1. The written or printed materials must include the authorized DHCD logo.

2. Written or printed materials include, but are not limited to, newspaper, radio and television announcements or advertisements, websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.
4. Grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to Grantee.
5. Grantee must provide copies of all marketing materials, brochures, flyers and other materials that publicize grant-funded activities to Grantor via email at dhcd.occo@dc.gov

Grantee shall publicize, as appropriate, to its constituency through social media, print, and online postings, DHCD communications and events that are related to Grant supported activities.

Section XXIV. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code§ 2-531 *et seq*. provides for the disclosure of public information. Specifically, the law provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Official Code § 2-1701(13).

This serves as your Notification that information /documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code§ 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXV. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, homeless status, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Sexual harassment is a form of sexual discrimination which is prohibited by the Act and Mayor's Order 2023-131 (Updated District Government Sexual Harassment Policy, Guidance, and Procedures), which is attached hereto as Exhibit I.

The prohibition against workplace sexual harassment extends to third parties doing business with or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies. By executing this Agreement, Grantee affirms that it will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1 I 00 et seq. In addition, harassment based on any of the above protected categories is prohibited by the Act Discrimination in violation of the Act will not be tolerated.

Section XXVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addresses:

NOTICE TO GRANTEE:

Greater Washington Urban League
2901 14th Street, NW
Washington DC 20009
Attn: George Lambert (President & CEO)

NOTICE TO GRANTOR:

D.C. Department of Housing and Community Development
Community Services
1909 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
Attn: Director

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-03
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTOR SIGNATOR PAGE]

DISTRICT OF COLUMBIA, a municipal Corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Colleen Green
Director

Legal Review:

Julia Wiley
Office of the General Counsel
Department of Housing and Community Development

3/19/25
Date

[Signatures continue on the next page]

DHCD Contract No. 2025-03
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

{GRANTEE SIGNATURE PAGE}

GREATER WASHINGTON URBAN LEAGUE, INC.
a District of Columbia non-profit corporation

George H. Lambert , Jr.
President & Chief Executive Officer

03/31/2025
Date

Exhibit A Services to be Provided

- Statement of Work
- Section 3.2 Services (from the FY25 RFA)
- Workplan as approved by the Grantor

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education and training services to support DHCD's housing programs and initiatives, and to promote compliance with District housing regulations. All of the services are intended to empower potential homeowners, actual homeowners, and tenants for the purpose of preserving of affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership; (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached workplan and performance measures. Marketing and outreach for the services provided is a activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of these service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling; (b)the Grantee's additional knowledge of the individual and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and it shall be maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow up and conduct a final assessment of the impact of the services provided. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A4: Inclusionary Zoning Orientation
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program

CATEGORY C: TENANTS AND TENANT GROUPS
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

SECTION 3: PROGRAMMATIC REQUIREMENTS

3.1 Eligibility for Federal Funding

The services in this RFA will be conducted through grant agreements using Federal funds (Community Development Block Grant (CDBG) and, as available, some District Funds. The Department will provide a full informational briefing to the awarded grantee(s) about the grant funding source's ongoing administrative and programmatic requirements. Whether grants awarded under this RFA are funded locally or with federal funds, all grants will be managed to the higher standards and requirements whether Federal or District.

Federal regulations have established national objectives requiring all CDBG-funded activities beneficiaries to be at least 51% low- and moderate-income persons or households. The national objective is achieved through "limited clientele benefit"—that is, by verifying the incomes of each beneficiary of the services provided. The applicant must demonstrate that it has the capacity and the intention to verify the household incomes of beneficiaries to meet the national objective of providing benefits to 51% of low- and moderate-income persons.

Client income certification is also an important element of ongoing program activity for many DHCD housing programs. (See Section 3) Applicants should review in detail the federal income requirements for programs, activities, and grantee (sub-recipient) eligibility under the Community Development Block Grant program regulations at 24 CFR 570. 200-210,

- https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-570/subpart-C?toc=1

and HUD Housing Counseling Program Regulations: 24 CFR Part 214,

ps://www.ecfr.gov/current/title-24/subtitle-B/chapter-II/subchapter-B/part-214?toc=1

3.2 Housing Services: Description of Housing Programs and Services

Please Note: Specifications and programmatic requirements may change from time to time during the award period at the discretion of the Department.

The following describes seventeen services in the Housing Counseling Program. These constitute the services for which the Department is seeking Applicants to provide services to DC residents. Applicants should select at least one service for which they are applying; however, the Applicant may select more than one. The Department is not obligated by the Applicant's selection to make an award. Applicants are responsible to demonstrate their capacity in their application to provide the services for which they have applied. Capacity includes staffing patterns including qualifications and experience, other funding resources, case management systems and programmatic activities. Historical data can also be considered in demonstration of organizational capacity. Applicants should be aware of Legal Citations noted throughout this section as well as the references to the Code of Federal Regulations (CFR).

Category A: HOMEOWNERSHIP

A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program
A6: Income Certification for the Property Acquisition and Disposition Division (PADD) Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY

B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B12: Legal Services for Seniors and/or Coop & Condo Associations
B13: Technical Assistance for Coop and Condo Associations
B14: Technical Assistance for Owners of Small Rental Properties

CATEGORY C: TENANTS AND TENANT GROUPS

C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

Each particular service has specific requirements described in the following pages. Applicants are expected to utilize this guidance in the performance of these services.

CATEGORY A: HOMEOWNERSHIP

Legal Citations Governing Program Area in Category A

Applicants to provide services in Category 1 should review in detail the following legal citations governing the District's homeownership programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for homeownership pursuant to the relevant citations.

- Home Purchase Assistance Program: DC Code 42-2601 and 14 DCMR, Chapter 25
- Employer-Assisted Housing Program: DC Code 42-2501 and 14 DCMR, Chapter 36
- Inclusionary Zoning: Legislation Pending, Bill 17-586, 17-618, 17-619

A1: HUD Housing Counseling
This activity is open to applicant organizations which are HUD approved employing one or more HUD certified counselor(s). Such counseling is often (but not exclusively) in the pursuit of homeownership or credit repair and improvement or to improve their housing condition.

Grantees of this service should be familiar with 24 CFR 5.100 and with 24 CFR 214.

Housing counseling is independent expert advice provided by a HUD certified housing counselor (24 CFR Part 214) customized to the needs of the client. It is aimed at addressing housing barriers and providing support to the client to achieve their housing goals. This counseling service must include: (1) intake (2) financial and housing affordability analysis (3) an action plan[2] and (4) follow-up counseling to implement the action plan and achieve its stated goals *(24 CFR 5.100).*

The action plan should identify the steps needed for the client to achieve his/her housing goals. These actionable steps include, but are not limited to, review of the client's credit report with explanations of its meaning and items that impact (or may improve) the credit score, creation of a budget and methodologies to track one's income and spending, debt reduction planning, and savings planning. Follow-up should track the client's progress toward the goals of the action plan. Other programs and services including group educational opportunities may complement the one-on-one counseling with a certified counselor. Counselors, therefore, may appropriately make referrals to programs and services as well as to group educational activities that support and implement the goals of the action plan.

Counseling organizations are required to maintain case files including items 1-4 above as stated in 24 CFR 5.100. It is critical that files with records and case notes be kept in such a way that if a client's counselor is no longer available, either temporarily or permanently, another certified counselor in the organization can understand based on the file the client's circumstances, action plan, progress and where the client is in achieving his/her housing goals.

Organizations providing this service should have working experience with credit counseling and repair, with consumer credit bureaus and consumer credit laws. Ideally, they should be familiar with creditor tactics, liens, judgments, repossessions, and other obstacles to credit improvement.

It is critical for the counseling organization to make efforts to keep the client engaged in the counseling process and such attempts and outreach should be documented in the case file.

In accordance with HUD requirements, counseling organizations may close files if a client does not respond to outreach efforts over 60 days. The last outreach attempt should document that the file will be closed as of a specific date if nothing further is heard from the client. If the client should return to client after the 60 days, a new file should be opened.

[2] Except for reverse mortgage counseling.

Post-purchase follow-up

a) Grantees must continue their counseling relationship with customers once they become homeowners. This follow-up should continue for a period of time after purchase to ensure the homeowner's housing stability.
b) Grantees may make use of post-purchase programs using either their own programming or making referrals to other Grantees who provide such programming (*e.g.* B1 General Home Management and B2 Foreclosure Counseling).
c) If problems arise, it will be the grantee's responsibility to address them quickly as time is of the essence, and to address them as efficiently as possible. Where the District's investment is involved, counseling should include ways to protect the DC investment.
d) When working with clients who have an HPAP deferment period ending, Grantees must provide dedicated counseling services to those borrowers. In particular, grantees will be asked to make an updated assessment of each borrower's financial status regarding the appropriateness of continued deferment.
e) Potential delinquency, or foreclosure prevention, counseling will be provided to any borrower who is experiencing difficulty.
f) If problems continue with these loan clients, this counseling will become a home preservation activity.

A2 8-Hour Homebuyer Education Class (HBE)

This activity is open to applicant organizations which are HUD approved counseling organizations employing one or more Hud certified counselors.

The Department seeks HUD Approved organizations to provide the 8-Hour Homebuyer Class. This is in support of the Department's many programs for which the 8-Hour Homebuyer Class is a requirement, and also for other DC residents who seek to take this class in preparation for homeownership and for their knowledge.

Organizations should take as a serious obligation to conduct this class with knowledge staff (HUD certified counselors). The class is conducted in a traditional in-person setting or in a virtual online setting.

Those who successfully attend and complete the class should be provided with a DHCD certification (in the format approved by the Department) indicating their completion of the class and dated appropriately. Monthly attendance and award of certificates should be reported to the Department monthly. The class should be presented frequently enough to meet programmatic needs of DHCD programs. Class dates should be provided to the Department for inclusion on the DHCD calendar. Presentations should be given by staff, not outside speakers. Grantees are welcome to collaborate in the conduct of these classes.

A3: Intake for DC Homebuyer Programs (HPAP/EAHP/NEAHP)

The Home Purchase Assistance Program (HPAP) is the primary DHCD program for first-time homebuyers. HPAP provides interest-free loans that include closing cost assistance to eligible applicants. Under this program, homebuyers may have the opportunity to purchase houses,

condominiums, or cooperative units in the District. DHCD has additional homeownership programs which are associated with HPAP, and which are targeted to specific populations or geographic areas or may meet specific home buyer needs.

The satellite programs are:

(1) The Employee Assisted Housing Program (EAHP) provides assistance to District of Columbia Government employees, who are first-time homebuyers in the District; and

(2) The Negotiated Employee Assistance Home Purchase Program (NEAHP) provides down payment and closing cost assistance to certain District of Columbia Government employees whose position is covered by specific union collective bargaining agreements.

Wherever the acronym "HPAP" is used, the same applies to the EAHP and NEAHP programs.

Prior to HPAP Application

Clients interested in HPAP assistance who have a pre-approval from a lender, should be assisted with making an application to the HPAP as expeditiously as possible. Those without a pre-approval letter from a lender are required to engage in HUD Housing Counseling (see A1 above) in order that they have the benefit of credit counseling and homeownership preparation. The action plan should include the actionable steps needed to ensure success as a homeowner and to achieve a pre-approval letter from a lender. Once a pre-approval letter has been obtained, the client with the Grantee's assistance should proceed to making their application to HPAP.

Application Process

For grantee organizations, this relationship management function includes working with first-time homebuyers throughout the homeownership application, preparation, purchase, and post-purchase process. Counseling will be focused on low- and moderate-income populations.

Once HUD credit counseling is completed the HPAP process includes:

(Optional) Applicant organizations may conduct pre-purchase seminars which include information and requirements of the HPAP programs. A DHCD Certification should be provided to attendees and recorded with DHCD.

Application Intake includes document collection of those documents needed. These should be collected in person or by means of a secure portal. Email is not considered a secure means for transmission of information which could be used for identity theft or other criminal activity. Drop-off at a staff office to an employee is acceptable.

Once the application package is complete, the organization submits to the appropriate HPAP administrator.

Homebuyer Education (8-hour class) (A DHCD Certification should be provided to 8-hour Homebuyer Education attendees and recorded with DHCD.)

Post-Purchase follow-up (Records of those follow-ups should be maintained by the organization. See Post-purchase in Service A1)

Organizations will be responsible for: (1) the application process, which includes delivery of completed applications to the HPAP Administrators; (2) completion of the application form itself and collection of all required supporting documentation, and (3) maintaining performance and reporting data, and databases as needed by the Department.

A4: Inclusionary Zoning Orientations

Introduction to IZ/ADU Programs:

The District's Inclusionary Zoning (IZ) Program requires a certain percentage of units in a new residential development, or a substantial rehabilitation that expands an existing building, be set aside as affordable units. The goals of this program are to increase the supply of affordable housing for low- and moderate-income households, to support the creation of mixed-income communities, to prevent rising home prices from driving out low- and moderate-income residents, and to leverage the expertise and capacity of the private market to develop affordable housing.

Affordable Dwelling Units (ADUs) are defined as for-sale and for-rent homes that are locally restricted for occupancy by households whose income falls within a certain range and are generally offered at a below-market rate. ADUs are generally produced in exchange for zoning relief, tax incentives, public financing, and/or the right to purchase or lease District-owned land. Specific ADU provisions, such as the affordability period, income limits, and resale restrictions, are set out in deeds, covenants, land disposition agreements, ADU administration plans and other originating documents.

ADU provisions have historically varied from project to project, as each is a result of a unique negotiation or project approval. However, ADU restrictions are becoming more standardized and more similar to standard IZ requirements.

Organization roles and responsibilities:
Provide mandatory IZ Orientation. The department's PowerPoint presentation must be utilized. Presentation and answers to participants' questions must conform to agency guidelines.

DHCD seeks organizations which will provide programmatic rental and homeownership counseling services in support of both of the above programs. Information about these

programs is available through DC Housing Search https://www.dchousingsearch.org . counselors will be required to utilize DC Housing Search, and train potential customers in how to search for affordable housing through DC Housing Search.

Grantees will be required to become familiar with the program requirements and procedures, as required by DHCD. In the last few fiscal years, the IZ program has produced approximately 400 new affordable units each year.

Orientation:
In particular, organizations are required to conduct IZ Orientations to help residents to be familiar with all programmatic requirements for the IZ program.

Organizations must conduct and coordinate this mandatory orientation session in a traditional and virtual classroom settings. They must provide interested applicants/residents with the relevant terms of the program, including next steps and other information as required by DHCD.
DHCD currently provides standard slides and certificate templates to use for this orientation and will provide training to grantees.

Completion of this orientation class is mandatory before an individual may register for the IZ program and individuals must renew registration every two (2) years to remain on the IZ registration list.

The class must be conducted at least monthly beginning within 30 days after the grantee's application is approved. Coordination of this class will include publishing upcoming class dates, accepting reservations via phone, email, or other method, allowing walk-ins if space is available, providing attendees with a certificate of completion (in a format approved by DHCD) upon completion of the class and providing at least monthly attendee data to DHCD. It will also include ensuring that attendees receive all required training materials, and shall be presented by grantee staff, not outside speakers.

Grantees must train program participants in the terms and specifics of the IZ and ADU Programs (training guidance will be provided by DHCD) and provide additional pre and post homebuyer education training.

Grantees must also provide data to DHCD on a regular basis as determined and requested by DHCD, including but not limited to the names and contact details for individuals who have received a DHCD certificate and the number of attendees at IZ orientations.

A5: Income Certifications for the IZ/ADU Units Programs

The agency seeks two organizations to provide income certifications for participants in the Inclusionary Zoning and Affordable Dwelling Units programs. Income certifications are expected to be conducted under a uniform process prescribed by DHCD and following HUD Part 5. DHCD has established requirements for approving Certifying Entities, including

specific IZ and ADU training.

Grantees are expected to become Certifying Entities pursuant to DHCD requirements. Grantee organizations will be required to ensure that program participants understand that income and occupancy restrictions apply to their IZ units and ADUs. Grantees will also be expected to complete income certifications for newly selected households and for renewing tenants. Grantees will be working closely with individuals, property management/leasing staff, sales agents and DHCD. DHCD will provide the necessary forms and procedures, but Grantees will collect the necessary paperwork from individuals and complete the income and household size verification process. Upon successful certifications, Grantees will notify DHCD and the sales/leasing staff.

Such restrictions may include but would not be limited to: (1) the specific affordability period, (2) conditions for, or prohibitions against, subleasing, and (3) resale restrictions. Ongoing outreach and assistance to occupants of IZ units and ADU is required in the areas of programmatic requirements and homeownership counseling.

A6: Income Certification for PADD Applicants

The Property Acquisition and Disposition Division (PADD) encourages vacant and/or abandoned property owners to rehabilitate and/or occupy their properties. PADD acquires vacant, abandoned, and deteriorated properties through negotiated friendly sale, eminent domain, donation, or tax sale foreclosure, when owners are unwilling or unable to maintain their properties. PADD also disposes of properties in inventory by selling them to individuals or developers to be rehabilitated into high-quality affordable and market-rate single-family and/ or multi-family for-sale or rental housing in District neighborhoods.

For DHCD, the activities of this Division create affordable homeownership and rental opportunities for low- and moderate-income households. Grantees must counsel these households as they qualify for and occupy these new homeownership and rental units. DHCD seeks one or more organizations which will provide counseling or training services for affordable units made available through PADD.

Because PADD units are not produced through a traditional homebuyer program, an intensive marketing and outreach effort to our target population will be required of grantees. Counseling services will also involve conducting income certifications and re-certifications for purposes of admission and continuing participation in this program. Income certifications are expected to be conducted under a uniform process prescribed by the Department. For PADD, grantees must ensure that program participants understand that income, or occupancy, restrictions apply to their unit. Such restrictions may include but would not be limited to: (1) the specific affordability period; (2) conditions for, or prohibitions against, subleasing; (3) potential rent increases; and (4) resale restrictions. The specific unit covenant

terms will be communicated to stakeholders by the Department, but grantees must facilitate communication with stakeholders.

A7: Public Services: General Coaching and Information

Public Services may be undertaken by Applicants which have not yet obtained HUD Approval and may not employ a HUD certified housing counselors. (HUD Approved organizations who are applying for A1 or A2 do not need to apply for this service, since they are able to provide these Public Service activities in connection with their other lines of services.

These activities are frequent but not exclusively in a group setting. These may be virtual or in-person, as long as an in-person option is provided. Grantees may utilize Homebuyer Clubs as an effective tool for keeping clients engaged in homebuyer preparation when a long-term period is needed for better positioning to be a first-time buyer.

They may include group trainings on understanding credit and credit reports and involve savings programs.

Public service staff are required to train clients to utilize available tools, such as DC Housing Search https://www.dchousingsearch.org to locate affordable housing for sale and for rent.

CATEGORY B: COUNSELING AND TRAINING FOR HOME PRESERVATION

B8: General Home Management (Post-Purchase Non-Delinquent)

Post-purchase counseling is essential for Homeowners who have purchased their homes, are not delinquent in their mortgage payments and would like to remain successful by creating a realistic financial plan to avoid financial pitfalls and protect and retain their homeownership. Post-purchase counseling is essential to understand local post-purchase behavior, especially low-moderate income homeowners, that can be supported by education and supportive programs to ensure recent homeowners understand what to do in the event of hardships. Organizations that provide post-purchase counseling sessions and education workshops will ensure their topics consist of the following:

1. Prepare a maintenance plan for major household systems and repair strategies.
2. Emergency preparedness plan to assist client in case of disaster.
3. Understand consequences of not paying taxes, HOA payments or community assessments.
4. Explain the benefits of establishing an emergency fund and retirement or tax-incentivized accounts.
5. Provide knowledge of home improvement financing options like HELOCs and give counsel on how to apply for additional financing to renovate property.

6. Access the client's understanding of the process of refinancing the home and incurring more debt.

This counseling activity may include, but not be limited to, appliance warranty disputes, contractor disputes, disputes with mortgagors, will and estate issues, including transfer-on-death deeds, etc. In this service, grantees must serve as advisor-educators and are prohibited from giving legal advice. Grantee activities should focus on low–and moderate-income populations.

B9: Foreclosure Counseling

Homeowners who are delinquent in loan payments (as well as those in danger of delinquency) need to know what options are available to them. Similarly, those in foreclosure need to know their options and resources that may assist them, especially if available legal services are available.

Organizations are required to provide foreclosure prevention counseling that helps homeowners at risk understand the foreclosure process in Washington, DC, determine their legal rights and identify options to avoid foreclosure.
Organizations will assist struggling homeowners with loss mitigation, communicate with mortgage servicers and provide services such as the following:

1. Provide advice and coaching to assist clients with creating a budget based on financial goals. Assess the current financial situation and develop short and long-term strategies to reduce expenses and debt to achieve client goals.
2. Explain loss mitigation. Explain the requirements of a loss mitigation package and evaluate the client's loss mitigation options for FHA and non-FHA loans.
3. Provide examples of mortgage default scams and ways to avoid being a victim.
4. Explain the consequences and costs associated with a foreclosure, short sale, or deed-in-lieu.
5. Explain the foreclosure timeline and devise a plan if the client is unable to stay in the home and assist the client in mortgage default recovery. Demonstrate the impact of a mortgage default.
6. Work with displaced residents seeking referrals for housing.

Grantees work with homeowners who are delinquent in their mortgage payments, or who are in foreclosure, or in post-foreclosure. These counseling services are also offered to owners of multi-family properties, and ownership associations. This counseling serves as a central element of DHCD's overall foreclosure prevention strategy.

It is critical to address the District's foreclosure crisis. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Grantees also work with the Department of Insurance Securities and Banking (DISB) to protect clients against scam operations that prey upon residents who are subject to foreclosure. Grantee organizations extract data for outreach and targeting efforts from the Office of the Recorder of Deeds, which provides a listing of all official foreclosures in the

District on a weekly basis. DHCD seeks one or more organizations that will provide foreclosure counseling services which include, but may not be limited to, all of the above-described foreclosure prevention activities.

For grantees, this counseling function means working with troubled homeowners, utilizing all foreclosure prevention or mitigation tools available, and if necessary, working with customers throughout their foreclosure or post-foreclosure process. Grantees must provide full assistance and advice to troubled homeowners. Grantees will be responsible for: (1) assessing the homeowner's circumstances, (2) educating the homeowner about the full implications of mortgage delinquency and foreclosure (3) exploring and providing options of action for the homeowner (4) providing tools or alternative support that may further assist the homeowner (5) developing and executing a best action plan for either saving the home or undertaking the best course for the homeowner, and (6) tracking the results of their counseling efforts. In addition, grantees will provide ongoing performance and reporting data and databases maintained.

Post-Foreclosure Counseling: It is critical that grantees continue their counseling relationship with customers, even if the home cannot be saved. Grantees must follow up with troubled homeowners for a period of time after any action plan has been executed. If the home has not been saved, counseling should be made available, and if necessary, referral to other needed services. If the home has been saved, counseling follow-up is also necessary to ensure that the ongoing action plan is being properly implemented. If more problems arise, it will be the grantee's responsibility to address them as quickly and as efficiently as possible.

With the passage of the Saving DC Homes from Foreclosure Emergency Amendment Act of 2010, troubled or delinquent District homeowners have the right to engage in mediation prior to foreclosure. As a result, DHCD requires grantees to provide counseling related to this mediation process.

Grantees must be familiar with the Law, its regulations, and the mediation process which has been implemented by the Mediation Administrator at the DC Department of Insurance, Securities, and Banking. Grantees must educate troubled homeowners in the decision factors related to mediation election, and, if necessary, prepare them for mediation. In some cases, counselors may be asked to accompany, or represent, troubled homeowners in the mediation process. Grantees must ensure that all customers who elect mediation complete and submit proper documentation in a timely manner. Grantees must ensure that the best interests of troubled borrowers are protected throughout the mediation process. Finally, DHCD expects grantees to follow-up after the mediation process is complete to ensure that any final mediation agreement is properly implemented.

B10: Eviction Counseling

Applicants who have HUD certified counselors or NeighborWorks America foreclosure certified counselors may offer this service. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Training should also include knowledge of laws and legal procedures governing eviction.

Eviction has long created housing instability for renters, and especially among low- and moderate-income households. For those at the lower end of the economic scale, eviction has caused not only housing instability but also employment insecurity and homelessness. Studies have shown that lack of access to legal representation has resulted in markedly different and detrimental outcomes as compared to renters who have legal representation. After legal representation, the next most effective range of services includes alternative dispute resolution (or mediation), knowledge and guidance in court navigation, and effective management of legal and tenant-landlord documents. In addition to housing instability, eviction also has credit impact for the tenant.

It is critical to provide those in danger of eviction with counseling to make informed decisions. This includes access whenever possible access to legal services. Also, appropriate training includes information about tenants' rights and obligations, the credit impact of eviction, use of payment plan agreements, understanding of court processes and procedures, and access to alternatives to court procedures. When tenancy is lost, counseling for housing alternatives is needed and a path forward to credit repair.

B11: Single-Family Residential Rehabilitation Program

The Single-Family Residential Rehabilitation Program (SFRRP) administers grants to District homeowners for roof repairs and for modifications to eliminate barriers to accessibility for persons with mobility or other physical impairments. Projects approved for SFRRP require a covenant on the property to protect the District's funding of the project.
DHCD seeks one or more organizations which will provide application intake services to SFRRP applicants throughout the grant process.

> **Mandatory Counselor Intake Training:** Grantees for this line of service are required to attend training with the SFRRP team in September to be introduced to updated aspects of the SFRRP for FY25. It is critical that the grantee have a solid understanding of the updated program and the requirements for applications. Therefore, the September training is mandatory for SFRRP intake counselors.
>
> **Application Period:** Applications for SFRRP will only be taken between October 1, 2024, and December 31, 2024. To be considered applications during this period must be complete. Lack of required documentation or information will not "hold a place" in the program if not provided before the December 31, 2024. The Department at its sole discretion reserves the right to close the program prior to the deadline if funding is depleted or no longer available.

Information Session for Applicants: The Department will provide Grantees with a PowerPoint presentation outlining the program and its requirements. Intake counselors are required to use this presentation with all potential applicants either in a group sessions (such as an Orientation) or in a one-on-one session with the potential applicant.

Grantee's and Counselor's Responsibilities: (1) use the Department PowerPoint presentation to present the program to potential applicants, answering questions from residents interested in the program; (2) complete the application document and collection of **all required** supporting documentation *(incomplete applications will not be accepted)*; (3) post-application and post-grant support; and (4) providing performance and reporting data as required.

45 Day Period: It is critical that no application be uploaded in the SFRRP portal unless it is complete with all required documents and intake form completed. If an incomplete application is uploaded in the portal, the SFRRP staff will notify the counselor and the applicant that the application cannot be accepted. The notification state that what is complete and state the **applicant has 45 days** to provide the requested information including documents. After 45 days if the application remains incomplete, the application will be closed as incomplete for funding.

Application Portal: Counselors will need to provide their name and contact information (e.g. email) when uploading in case SFRRP program staff need to follow up.

Legal Citations Governing Program Area for Category B:

Applicants to provide any service in Category B should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

- Lead Safe Washington 24 CFR, Part 35, 24 CFR, Part 85.37, Section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992
- Single Family Rehabilitation 14 DCMR, Chapter 28 First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
- Saving DC Homes from Foreclosure Emergency Amendment Act of 2010 (DC Act 18-635; 57 DCR 12404)

B12: Legal Services for Homeowners and/or Coop & Condo Associations

The Department seeks organizations to provide legal services to provide one or both of the services noted below. Grantees will conduct outreach to low- and moderate-income populations in need of these services.

- Legal Services to Seniors
  Seniors who are homeowners can be assisted by the Applicant to have legal services to assist Seniors to avoid housing instability or the loss of ownership of their home. In addition to their own attorney staff, Applicants may seek *pro bono* services from other members of the Bar.

- Legal Services to Coop-Condo Associations
  Legal services may be provided to Cooperatives and/or Condominiums ("Associations") to ensure housing stability. If Associations have problems in areas of legal entity status, required legal or financial filings, compliance issues, risk management concerns, board and member training, best legal practices, and collection of association fees (to name of few), such issues may threaten the member's housing stability, and the owners' (or members') investment in their properties. Selected applicants will provide legal services to Associations in low- and moderate-income census blocks to mitigate these concerns, to preserve housing stability of owners and to ensure well-functioning Associations and Boards.

B13: Technical Assistance for Coop and Condo Associations

The Department seeks one or more organizations to provide technical assistance to Associations. The situation many Associations may face is a need for training in best practices of Association management. Training in best practices and frequently encountered problem situations may be offered by the grantee not only to the Association Board but also to the owners in the Association. Association boards and their member owners frequently face issues of association fees not being paid, lack of income to fund reserves, special projects that would require a special assessment, and decisions of taking court action or being the defendant in a court action. These are just a few of the legal issues which may arise for the Association, in addition to the more routine matters of by-laws and required legal documents for the operation of the Association.

B14: Technical Assistance for Landlords of Small Rental Properties

Landlords of small rental properties face enormous challenges. They frequently lack the staff and the resources of large multi-family properties to deal with the many details of operations and asset management. Small unit properties cannot readily absorb mistakes or challenges.

In a ten-unit property, one vacancy is a 10% vacancy rate, while one unit in a 100-unit property is 1% vacancy rate. Yet, small unit properties are often the affordable renter properties. To preserve this housing stock as an affordable option, DHCD seeks grantees to provide Technical Support to Owners of Small Unit Properties (of 30 units or less).

Services can be provided through group training as well as through one-on-one counseling. Like many small business owners, owners can often benefit from a better understanding of accounting practices and financial statements (balance sheet, income statement, cash flow report). Knowledge of financing options is another common to many business owners. Topics such as these are particularly suitable to the needs of owners.

1. **Property Management Software:** Landlords often need help selecting and implementing property management software to track rent payments, maintenance requests, tenant information, and other critical operational data.

2. **Legal Compliance:** Guidance on navigating complex local, state, and federal housing laws and regulations related to fair housing, security deposits, evictions, and other landlord-tenant issues.

3. **Financial Management:** Guidance with accounting, tax preparation, and financial planning specific to rental property ownership and operations.

4. **Maintenance and Repairs:** Access to vetted contractors, tradespeople, and service providers to handle property maintenance, repairs, and upgrades in a timely and cost-effective manner.

5. **Tenant Screening and Selection:** Guidance and best practices with tenant screening processes, background checks, and selecting responsible renters to minimize vacancies and evictions.

6. **Marketing and Leasing:** Help with listing vacant units, advertising, showing properties, and executing leases to keep units occupied.

7. **Emergency Response:** Guidance on developing emergency plans and protocols to address unexpected events like natural disasters, property damage, or tenant issues.

8. **Asset Management Issues:** The ratios and metrics of asset management for multi-family properties provide a helpful guide to best practices. For example: Many landlords are unaware of the effect that certain metrics have in their properties. Slow "Make-Ready" times, refers to the length of time it takes to prepare an apartment to be shown to prospective tenants. Similarly, "turn time" refers to the times it takes to find a renter and receive the first month's rent. Slow turn times are also a drain on resources. When there are slow "make ready" and slow "turn times" the combined effect can be detrimental for the property's future. High turn-over rates among renters is another draw on the income. Other issues and topics include: What to do when you have a tenant who is not paying rent? What are the alternatives to eviction? How do the Court work? Are there pre-eviction resources? What legal services are available to the owner?

CATEGORY C: TENANTS AND TENANT GROUPS: SERVICES RELATIVE TO Tenants Opportunity to Purchase Act, Rental Conversion and Sale Division, and Rental Accommodations Division

The DC Tenants Opportunity to Purchase Act (TOPA) seeks to protect tenants and tenant groups from displacement due to sale of the property. The law allows tenants to purchase their apartment building. Tenants have the choice of maintaining the apartments for rent or converting to cooperatives or condominiums. DHCD seeks to preserve affordable housing in the District and limit displacement of low- and moderate-income households. For groups that choose coop or condo conversion, this provides a path to homeownership.

DHCD provides both financial assistance and technical assistance, as well as specialized organizational and development services, for tenant groups who are pursuing the purchase of their apartment buildings. Through DHCD's Development Finance Division, organized tenant associations may be provided with seed money, earnest money deposits, and acquisition and/or rehabilitation assistance. After acquisition and rehabilitation, DHCD also provides ongoing Board training and property management support to the newly formed cooperative or condominium Boards.

C15: TOPA: Pre-purchase Training

DHCD seeks one or more organizations which will provide pre-acquisition organizational and developmental counseling and training to tenant groups or tenant associations in support of their intent to purchase their building. These tenant groups must be preliminarily qualified as eligible for DHCD's Tenant Purchase Technical Assistance program. Grantees must provide the following services to tenant groups:

a) establishment of a tenant association.
b) selection and appropriate training of Board members.
c) training of captains (court, building and floor).
d) training in roles and functions of committee members; (5) training tenant groups in detail about the building purchase process.
e) training tenant associations in property management techniques.
f) provide training to the tenant association on each type of ownership; and conducting surveys of tenant associations to determine the appropriate form of ownership for their building (cooperative or condominium).

It is critical that Grantees in this service maintain an outreach to educate and inform low- and moderate-income tenants about their rights and opportunities provided by TOPA. Grantees are encouraged to make this a central aspects of their marketing plan, and to create

opportunities as well as avail themselves of opportunities to participate in educational outlets to reach tenants. Collaboration with other Grantees in this or similar service lines is encouraged. Grantees should participate in DHCD when and as those opportunities for outreach are available.

While training the tenant association, the grantee must be able to prepare and submit appropriate documentation required in the purchase process, including but not limited to tenant profiles and feasibility analyses, response to Notice of Sale of Building, preliminary development, acquisition, and rehabilitation plans, and operational plans.

The grantees must have skill and experience in negotiating the lease or purchase of the building. In addition, grantees must assist tenant groups in procurement related to the development, purchase, and rehabilitation process, including but not limited to attorneys, architects, engineers, financial and developmental consultants, private developers, appraisers, and property managers.

C16: TOPA: Post-Purchase Training

DHCD seeks one or more organizations which will provide ongoing post-acquisition counseling services which include property management and Board training for properties which have been purchased and/or rehabilitated with financial assistance from the DHCD Development Finance Division's First Right Purchase program. Generally, these are multi-family properties that have been purchased through limited equity cooperative agreements or condominium purchases. Therefore, non-profit Board training and development skill and/or experience, as well as multi-family property management skills are critical to providing effective counseling services. Services to be provided under this activity may include, but are not limited to:

a) establishing standards of evaluation for each participant's financial status and leadership capacity.
b) conducting annual management reviews of all Boards, oversee election and
c) training of new Board members.
d) assisting in the establishment of appropriate arrangements with required service providers such as exterminators, garbage collectors, landscapers, etc.
e) assisting in capital management planning and a stabilization plan for rehabilitation and/or refinancing.
f) tracking property vacancies and reviewing new applications for membership.
g) establishing and reviewing membership guidelines.
h) technical assistance in accounting, budgeting, and the preparation of financial statements for long-term financial viability.
i) providing Board of Directors with training as appropriate; and

j) other required management and support duties. Grantees will assist the condominium or cooperative in developing a budget for the overall management and carrying costs of the property.

Grantees will assist the Board and membership in all aspects of management, such as completion of the audit, Fair Housing issues, required individual, property, and Board insurance, taxes, the role of Board officers, evaluation of monthly financial performance, training on lender compliance, i.e. loan payments, income requirements. DHCD will likely negotiate assignment of specific properties to grantees for this service.

Legal Citations Governing Program Area in Category C:

Applicants to provide any service in Category C should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
Tenant Purchase Technical Assistance Program DC Code 42-3404.02
Rental Housing Conversion and Sale Act of 1980, as amended (DC Code 42-3401.01 et. seq.)
(Also known as the Tenant Opportunity to Purchase Act or "TOPA")

C17: Services for Tenants and Tenant Organizations
(in partnership with Housing Regulation Administration, Rental Accommodation Division, Rental Conversion and Sale Division).

Activities under this service will supplement and enhance the services provided by DHCD's Housing Regulation Administration (HRA), which includes the Rental Accommodations Division (RAD) and the Rental Conversion and Sale Division (CASD).

RAD administers the Rental Housing Act of 1985 (D.C. Official Code § 42-3501.01 et seq.) which regulates residential rental housing registration and the rent stabilization program (commonly known as rent control). RAD oversees rent adjustment procedures, processes notices to vacate, reviews tenant petitions prior to adjudication by the Office of Administrative Hearings and adjudicates most types of landlord petitions. RAD also proposes rules and regulations for administration of the Rental Housing Act for review and publication by the Rental Housing Commission.

CASD administers the Rental Housing Conversion and Sale Act of 1980 (D.C. Official Code § 42- 3401.01 et seq.) which regulates the sale or transfer of ownership interests under the

Tenant Opportunity to Purchase Act of 1980 (TOPA) (D.C. Official Code § 42-3401.01 et seq.), the conversion of use of rental housing to condominium or cooperative ownership and residential condominium formation and registration under the Condominium Act of 1976 (D.C. Official Code § 42-1901.01 et seq.). Further, CASD administers a Housing Assistance Payment program (HAP), under which tenants may be eligible for rent assistance if they are displaced due to the conversion of use of their apartment building to condominium or cooperative ownership.

CASD also proposes rules and regulations for administration of the Rental Housing Conversion and Sale Act of 1980.

DHCD seeks one or more organizations which will support RAD and CASD operations by providing counseling and tenant education services to tenants and tenant groups. Grantees must provide counseling and training assistance to tenants and tenant organizations regarding the District's rental housing laws and tenant and landlord rights and responsibilities.

For CASD, grantee organizations must provide counseling and training concerning: (1) tenants' TOPA rights when a landlord intends to sell, demolish, or discontinue rental housing use; (2) transfers of rental housing ownership or economic interests; (3) assisting tenants or tenant organizations in exercising their right to purchase; (4) informing tenants or tenant organizations relating to partner-investors and assigning TOPA rights; (5) conversion of use from rental housing to condominium or cooperative ownership by tenant elections, or conversion in lieu of tenant elections; (6) the Housing Assistance Payment program and relocation assistance; (7) tenant organization formation, incorporation, and registration; (8) protections for elderly or disabled tenants; (9) coercive or retaliatory activities; (10) tenant rights when rental housing is in foreclosure; (11) notices of intent to convert use from rental housing to condominium or cooperative ownership; and (12) relocation counseling for displaced tenants.

For RAD, service providers must demonstrate the ability to counsel and train tenants and tenant organizations on rent control provisions including properties that are regulated by or exempted/excluded from rent stabilization under the Rental Housing Act:

1) petition- based and annual rent increases.
2) executing and filing tenant petitions.
3) responding to landlord petitions.
4) protections for elderly and disabled tenants.
5) RAD's conciliation services.
6) notices to vacate and eviction procedures.
7) disclosures to tenants.
8) changes and decreases in services and facilities.

9) learning about and securing enforcement of housing condition regulations.
10) security deposits.
11) understanding lease provisions.
12) rent increases if a property is not under rent control.
13) appealing decisions of the Rent Administrator or the Office of Administrative Hearings; and
14) relocation counseling for displaced tenants. Note: Advocacy on behalf of tenant groups, or tenant rights assignees– including, but not limited to, legal advice or advocacy on tenants or tenant organizations' behalf in negotiations with a property owner–is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators, and not as advocacy groups. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns, or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a grantee is to ensure that tenants understand all available options.

Direct Counseling to Tenants and Tenant Groups: tenant counseling services will be designed to educate tenants in privately-owned properties about their legal rights and opportunities. This service is to be provided to tenants and tenant groups which are not subject to foreclosure and have not selected to exercise their Opportunity to Purchase Rights and/or Right of First Refusal under TOPA. It also includes providing other services and tenant education, which may not fall into the categories of services outlined above, such as eviction counseling, relocation counseling, apartment search, or apartment management.

DHCD seeks one or more organizations with the capacity to bring a range of resources to prevent involuntary displacement and to provide opportunities for continued affordable rental housing. Grantees must provide counseling services to tenants and tenant groups which include, but are not limited to: (1) outreach to tenant groups upon notice of one-year potential for subsidy expiration; (2) technical assistance in negotiations between owners and HUD relative to the renewal of federal subsidy contracts; (3) counseling for tenants in buildings where the subsidy will be lost and the tenant(s) must move; (4) counseling for tenants who are behind in their rent on best-action options; and (5) appropriately referring tenants who are in landlord/tenant disputes to all available resources. Grantees must also conduct research using the many databases and research tools available to identify properties that have a critical need for counseling assistance, including but not limited to DCHousingsearch.org. Note: Advocacy on behalf of tenant groups or tenants' rights assignee –including, but not limited to, legal advice or advocacy on tenants or tenant organizations behalf in negotiations

with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators and not as tenant advocates. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a prospective grantee is to ensure that tenants understand all available options.

Additional Legal Citations Governing Programs in Category C.

Applicants to provide any service in this Category and should review in detail the legal citations governing DHCD's rental accommodation functions:
(1) the Rental Housing Act of 1985, D.C. Official Code § 42-3501 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapters 38-44.
(2) the Rental Housing Conversion and Sale Act of 1980, D.C. Official Code § 42-3401 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapter 47.
(3) the Condominium Act of 1976, D.C.

Official Code § 42-1901 et seq.; (4) D.C. Official Code § 42-1901 et seq.; (5) the First Right to Purchase Program, title 14 of the District of Columbia Municipal Regulation, chapter 2700; and (6) Housing Conditions, Title 14 of the District of Columbia Municipal Regulations, Chapters 1 15. Submission of an application relevant to these services presumes that the applicant intends to meet all requirements to provide counseling to tenants and tenant groups pursuant to these above referenced citations.

3.3 Geographic Distribution of Services

The Department's decision to select one or more grantees to provide services will be influenced by the potential geographical distribution of service among the qualified applications received. Applicants can designate their proposed service areas in the District based on their by-laws, Board policies, etc. However, the Department reserves the right to designate any service areas it deems appropriate or necessary in making awards and negotiating grant terms. In reviewing the applicant pool, the Department's priority will be to ensure that excellent affordable housing counseling and training services are provided to all low- and moderate-income citizens of the District of Columbia. The Department will seek to bring parity in the quality of all housing services provided for all areas of the District through the award and ongoing management of these grants.

3.4 Marketing and Outreach

Marketing Plan to be submitted: Marketing and outreach are critical aspects of the grant's work. Grantees' efforts ensure these programs and services' success and desired impact. No Grantee or service is exempt from this requirement. Applicants must submit a detailed marketing and outreach plan for the services they are applying for. The plan should be detailed and not assume an understanding that has not been stated. Marketing should be included in the proposed budget and work plan.

DHCD will review and approve the marketing plan. In accordance with agency policy, marketing activities should highlight partnerships with and funding by DHCD.

Aspects of Marketing and Outreach to be considered:

- Continuous and consistent marketing and outreach are essential to achieving these services' objectives and maximizing public awareness of DHCD housing programs.
- Because of DHCD's diverse target population, grantees must utilize various marketing tools.
- Grantees are responsible for distributing DHCD program materials at community forums, public events, homeownership meetings, and fairs. Marketing and outreach may include but are not limited to, websites, email blasts, blogs, listservs, Twitter, Facebook, YouTube, Hope Hotline, flyers, door-to-door visits, community meetings, use of cable television (Channel 16), and public service announcements.

Coordinated with the Department: The grantee's marketing and outreach must be coordinated with DHCD. Grantees are expected to continually assess the success and impact of their marketing efforts to identify the most effective and efficient ways of reaching low- and moderate-income populations.

Participation in Department Marketing Activities: As required by DHCD, Grantees must participate in public activities and events related to housing opportunities. These may include but are not limited to tabling at events, participating in panel discussions, and providing speakers to groups, agencies, or organizations that request them.

DHCD Acknowledgement: Grantees must always acknowledge such housing assistance activities as Department of Housing and Community Development programs in any distributed print or electronic materials. DHCD must approve all such materials before distribution.

Use of DHCD Logo: All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or entirely, by the Department.

1. The written or printed materials must include the authorized DHCD logo.
2. Written or printed materials include, but are not limited to, newspaper, radio, and television announcements or advertisements. Websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.

4. The grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to the Grantee.
5. The grantee must provide copies of all marketing materials, brochures, flyers, and other materials that publicize grant-funded activities to the Grantor via email at dhcd.occo@dc.gov
6. The grantee shall publicize as appropriate to its constituency through social media, print, and online postings, DHCD communications, and events related to Grant-supported activities.

Diversity and Language Access in Marketing: Grantees must demonstrate the capability to effectively serve and communicate with the District's various non-English speaking and special needs populations. This means that marketing and outreach materials must be made available in multiple languages and media based on the needs of those populations. The grantee must demonstrate its intent and capability to comply with the District's Language Access Law. In addition, grantees must demonstrate the availability of appropriate staffing to ensure compliance with the District's Language Access Law.

3.5 Focus Areas and Neighborhood Revitalization Strategy Areas (NRSA)

DHCD has identified specific areas of the District as "Focus Areas." These Areas represent areas where the District has invested in funding to create and preserve affordable housing. Focus Areas follow main routes through the District and their associated neighborhoods. In many cases, business owners are centered on these major routes, while resident services will be seen as more appropriate for those in the communities. Applicants must ensure services are delivered to low- and moderate-income households or areas as part of their program (Housing Services, Small Business Technical Assistance, Façade Improvement). This is a CDBG requirement.

- For Housing Counseling applicants, these Focus Areas should be used to plan outreach activities to inform residents of their services.
- For SBTA and Façade grantees, the Focus Areas define the geographical areas of the District in which they will provide services. In this latter case, the Focus Areas define not only their outreach area but also their service area.

NRSAs Targeting East of the River

The Department obtained the HUD designation for the Neighborhood Revitalization Strategy Area (NRSA) for the Focus Areas in Wards 7 and 8. DHCD has designated areas of Historic Anacostia in the city's Southeast and Far Northeast communities as Neighborhood Revitalization Strategy Areas (NRSAs). This designation will allow the city to target Community Development Block Grant (CDBG) funding that supports economic and community revitalization efforts. These include Martin Luther King Jr Avenue, Marion Barry Avenue, Minnesota Avenue, and Benning Road. However, all areas of Ward 7 and Ward 8 remain the focus of the grantee's work and outreach.

For communities outside of the NRSA areas, DHCD has designated Focus Areas throughout the District. Applicants are encouraged to partner with other community-based organizations. This collaboration can include cross-disciplinary collaboration. For example, a Façade grantee may partner with an SBTA grantee to provide business owners various services encompassing both disciplines. Housing service grantees may partner to promote or provide services one grantee offers, but another may not. The key to collaboration is an outlook of being partners, not competitors.

The following is a list of the Focus Areas and some of their associated neighborhoods. The outreach plans can include other nearby neighborhoods, mindful of the low-income requirements. Each applicant is asked to select one or more Focus Areas for their application. Please note that this is a minimum, and applicants may choose more than three. Applicants will be asked to provide reporting on outreach activities.

The following is a list of the Focus Areas outreach plans, mindful of the low and income requirements.

Focus Areas/Neighborhoods

- **16th St NW Corridor** near the intersection with Havard St NW (Columbia Heights) in Ward 1
- **Georgia Ave and New Hampshire Ave NW Corridor** (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- **Rhode Island Ave and South Dakota Ave NE Corridor** (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 4 and Ward 5
- **M Street and South Capitol Streets SW Corridor** (Greenleaf and Waterfront) in Ward 6
- **Benning Road and Florida Ave NE Corridor** (NoMa/Ivy City/Trinidad) in Ward 5 and Ward 6
- **Minnesota Ave and Benning Rd NE Corridor** (Benning, Greenway) in Ward 7
- **Pennsylvania Ave and Minnesota Aves SE Corridor** (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- **East Capitol and Benning Rd Corridor** (Capitol View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- **Marion Barry Ave and Martin Luther King Aves SE Corridor** (Historic Anacostia, Fairlawn, Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- **Marion Barry Ave and Alabama Aves Corridor** (Skyland, Woodland, Garfield Heights) in Ward 8
- **Martin Luther King Ave and Alabama Ave Corridor** (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- **South Capital St and Chesapeake St SE Corridor** (Bellevue, Washington Highlands) in Ward 8

FY26 Housing Counseling Goals as Workplan

Organization Name:	Greater Washington Urban League
Grant Number	2025-03

Performance Period: 3/1/2025 to 02/28/2026

HUD Section #	Activity Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non-Public Service	CDBG Other/ FY 25 Allocation	Total
A1	HUD Housing Counseling		Number of Core Pre-purchase Purchase Loans	Public Service or HUD	$64,864.20	$0.00	$30,365.36	$95,229.56
A1			Number of Core Pre-purchase Counseling/Training Units to be Delivered					
A1		50	Number of 1:1 Counseling Sessions Budget & Credit					
A1			Number of unduplicated households					
A1		50	Number of 1:1 Homebuyer Counseling Sessions					
A1			Number of unduplicated households					
A2	8-Hour Homebuyer Class		Number of 8-hour Homebuyer Education Classes	Public Service or HUD	$0.00	$0.00	$0.00	$0.00
A2			Number of attendees at 8-hour Homebuyer Classes					
A2			Number of EHCH Certificates issued					
A3	HPAP (DHCD/DCHFA/DHP)		Number of HPAP Pre-Purchase Counseling conducted	Non-Public Service or HUD	$0.00	$0.00	$0.00	$0.00
A3	(DCFLCHLP)		Number of Attendees at HPAP Orientations					
A3			Number of Files submitted to HPAP Administrators					
A3			Number of 1:1 HPAP Counseling Sessions					
A3			Number of unduplicated households					
A4	Wildfire Counselors	25	Number of 8 Counseling Completed	Public Service or HUD	$30,317.00	$0.00	$30,317.10	$60,633.00
A4		2025	Number of Attendees at 4 Orientations					
A4		2025	Number of EHCH Certificates issued					
A5	Wildfire Housing Certification		Number of Wildfire Housing Certificates completed	Public Service or HUD	$0.00	$0.00	$0.00	$0.00
A6	PHDC		Number of PHDC Group Counseling/Coaching	Public Service or HUD	$0.00	$0.00	$0.00	$0.00
A6			Number of Attendees in PHDC group training					
A6			Number of 1:1 PHDC credits of credit gained					
A6			Number of unduplicated households receiving 1:1 PHDC credits					
A6			Number of PHDC Income Certification					
A7	General Housing Seminars & Information Group Format		Number of Financial Literacy Trainings (including but not limited to credit & budgeting)	Public Service or HUD	$0.00	$0.00	$0.00	$0.00
A7			Number of Attendees at Financial Literacy Trainings					
A7			Number of Homebuyer Clubs Meetings					
A7			Total of Attendees at Homebuyer Club Meetings					
A7			Number of group trainings or workshops not related to other categories					
A7			Number of Attendees at group trainings or workshops not reported in other categories					
A10	Fairfax Counseling		Number of Fairfax applications	Public Service or HUD	$0.00	$0.00	$0.00	$0.00
A10			Number of Attendees at Fairfax workshops					
A10			1:1 Fairfax Counseling					
A10			Unduplicated households 1:1 Fairfax Counseling					
A10			Number referred to Attorney(s) for Legal Services					
A10			Number of 1:1 Attorney Consultations (Law Firm Subrecipients Only)					
A10			Number of Unduplicated Clients participating in 1:1 Legal Consultations (Law Firm Subrecipients Only)					
A10			Number Foreclosure Prevented					
A11	HPOR	3	Number of HPOR Orientations conducted (regional)	Public Service or HUD	$30,134.00	$0.00	$11,130.00	$41,264.00
A11		20	Number of 1:1 Intake Sessions					
A11			Number of unduplicated households					
A11		10	Number of customer applications submitted to HPOR Portal					
D12	Legal Issues re: Seniors, Caregivers Consumers		Senior households receiving legal services	Public Service or HUD				20.00
D17	Rent Path Delinquency Only		Client Consultations receiving legal services					
D17			Clients Consultations receiving legal services					
D17			Number of Pro Bono Legal Services Received and Referred					
D17			Number of Referrals for Low Bono Financing					
D17			Number of Consultations or meetings for Low Bono Financing					
D17			Number of new partnerships created					
D12			Legal Surveys of Residents to get input with Pro Bono Provided					
D12			Number of outreach presentations conducted					
D12			Number of outreach services completed					
D17			Number of Senior Households that received Legal Counsel in Consultation					
D17			Number of Senior households that received Legal Representation					
D12			# of clients helped with Rx Activity M					
D17			# of clients helped with the planning part					
D17			# pro bono attorneys engaged in housing-related matters					
D12			# referrals receiving legal assistance/clinics					
B13	Technical Assistance for Co-Ops and Condo Associations		Number of Co-Op Associations receiving Technical Assistance	Public Service or HUD				30.00
B13	Coops		Number of Action Plans written for Co-Op Associations					
B13	Coops		Number of Assessments Delivered to Co-Op Associations					
B13	Coops		Number of Asset Management Implementation Services Provided for Co-Op					
B13	Coops		Number of Asset Management Early Alert Reports Provided to Co-Op					
B13	Coops		Number of Consultation Services Provided to Co-Op Associations and Clients					
B13	Coops		Number of Legal Assistant Services provided to Distressed Co-Op Associations					
B13	Coops		Number of Consultation Services Provided to Co-Op Associations and Clients					
B13	Coops		Number of Organizational Sustainability Training/Support Services Provided to Co-Ops					
B13	Coops		Number of Ownership Structure Reviews provided to Mission Instructor model including shared equity					
B13	Coops		Number of Reviewed Plans completed and presented to Co-Ops					
B13	Coops		Number of Trainings on Board Operations Governance & Management to Co-ops					
B13	Coops		Number of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management					
B13	Coops		Number of written Asset Management & Sustainability Plans for Co-Ops					
B13	Coops		Number of Condo Assessment Reserves/ Institute Inventory					
B13	Condos		Number of Action Plans written for Condo Associations					
B13	Condos		Number of Individual Consultations for Condo Associations					
B13	Condos		Number of Asset Management Implementation Services Provided for Condo					
B13	Condos		Number of Annual Survey of Clients (Attorneys) to Gauge Success and Opportunity Improvements completed by Condo					
B13	Condos		Number of Asset Management Tracking Support Services Provided to Condo					
B13	Condos		Number of Legal Assistant Services provided to Distressed Condo Associations					
B13	Condos		Number of Consultation Services Provided to Condo Associations and Clients					
B13	Condos		Number of Organizational Sustainability Training Support Services Provided to Condo Associations					
B13	Condos		Number of Reserve Plans developed and provided for Condo Associations					
B13	Condos		Number of Trainings on Board Operations Governance & Management to condo associations					
B13	Condos		Number of written Asset Management & Sustainability Plans for Condo Associations					
B13	Coops and Condos		Number of Annual Survey of Clients (Attorneys) to Gauge Success and Opportunity Improvements					
B13	Coops and Condos		Number of Consultations (Condo and Co-Ops) referred to greater nonprofit Law Firm					
B13	Coops and Condos		Number of Trainings on Governance including Succession and Succession Management					
B14	Technical Assistance for Small Apartments (between 25 units and less)		Number of Reserve Assessments	Public Service or HUD				30.00
B14			Number of Owners/Managers receiving Services					
B14			Number of Action Plans Implemented					
B14			Number of Owners/Managers receiving Asset Management Guidance					
B8	General Home Ownership Pre-Purchase Non-Delinquent		Number of Homeownership Preservation Workshops	Public Service or HUD				30.00
B8			Number of Attendees at Homeownership Preservation Workshops					
B8			Number of Post-Purchase Workshops (not including Homeownership Preservation)					
B8			Number of Attendees at Post Purchase Workshops (not including Homeownership Preservation)					
B8			Number of 1:1 Post-Purchase Counseling Sessions					
B8			Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions					
B9	Homebuyer Upgrading		Number of Homebuyer Workshops	Public Service or HUD	$22,700.00	$0.00	$10,700.70	$34,134.00
B9			Number of Attendees at Homebuyer Workshops					
B9		10	Number of 1:1 Homebuyer Counseling Sessions					
B9			Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions					
B9			Number of 1:1 Attorney Consultations (Law Firm Subrecipients Only)					
B9			Number of Unduplicated Clients participating in 1:1 Legal Consultations (Law Firm Subrecipients Only)					
B9			Number referred to Attorney(s) for Legal Services					
B9			Number of Foreclosures Prevented					
C15	TOPA Pre-Purchase Counseling & Training		Number of TOPA Meetings with Tenant Associations					

C75			Number of Attendees at FDPA Meetings	Public Service or MOA				20.00
C76			Number of FDPA Training Workshops to Provide					
C77			Number of Attendees at FDPA Training Work shops					
C78	NDPA Food Purchase Consulting & Training		Number of FDPA Food Purchase Training Workshops	Public Service or MOA				10.00
C79			Number of Attendees at FDPA Food Purchase Workshops					
C80			Number of contacts and interactions					
C81			Number of one on one training sessions					
C82			Number of group training/meeting					
C83	Family Counseling Services Social Responsibility Center		Number of unduplicated households	Public Service or MOA	$12,520.00	20.00	$7,000.00	100,200.00
C84		20	Number of one on one training sessions					
C85		6	Number of group training/meeting					
C86		25	Number of attendees at group training/meeting					
Marketing	MARKETING AND QUOTATION	3	Mapping Fees	Public Service or MOA	$1,000.00	10.00	1000.00	$3,000.00
Marketing		6	Other Talking Points					
Marketing			Flyers Distributed					
Marketing			Social Media Posts (Facebook, LinkedIn, Instagram)					
Marketing			Mailings					
Marketing			Paid Advertising (Google ads, IG post)					
Marketing			Other					
Marketing			Other					
	TOTALS	6317			$177,520.00	30.00	$88,000.00	$254,000.00
					$ 177,520.00		$ 88,000.00	
					$/ %		$ 88,000.00	
					$ 177,520.00		$ 88,000.00	

Exhibit B Budget

- Schedules A (3-1) and A (3-2) for the First Performance Period

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 12/09/2024

ORGANIZATION NAME:	Greater Washington Urban League, Inc
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 to 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Number of Hours	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
Personnel Subtotals						$138,637.75
					Fringe Benefits (Max 20%)	$27,727.55
					Total NBAP Grant Personnel Costs	$166,365.30

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

Rev. 12/09/2024

ORGANIZATION NAME:	Greater Washington Urban League, Inc
PERIOD OF PERFORMANCE:	2/1/2025-9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	
WARD (if applicable):	
TYPE OF ACTIVITY:	

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$166,365.30	$0.00	$166,365.30
Credit Report	$1,200.00	$0.00	$1,200.00
Space	$19,000.00	$0.00	$19,000.00
Audit Fees	$2,500.00	$0.00	$2,500.00
Telephone	$3,600.00	$0.00	$3,600.00
Consumables Supplies	$500.00	$0.00	$500.00
Marketing & Outreach	$2,500.00	$0.00	$2,500.00
Training	$3,500.00	$0.00	$3,500.00
IT Services & Support	$3,163.74	$0.00	$3,163.74
Membership Dues	$0.00	$0.00	$0.00
Printing & Publication	$1,584.00	$0.00	$1,584.00
			$0.00
Total Direct Cost	$203,913.04	$0.00	$203,913.04
Total Indirect Costs (De Minimis Cost Rate 15%)	$30,586.96		$0.00
Total Costs	$234,500.00	$0.00	$203,913.04

Exhibit C Required Reporting

- Monthly Performance Report
- Monthly Report of Group Trainings
- Monthly Report on Outreach and Marketing Activities
- Monthly Reporting of Special Activities
- Monthly Reporting of changes in personnel relative to grant work and payroll
- Quarterly Beneficiary Data
- Quarterly Language Access Report
- Quarterly Data Report

DC Department of Housing and Community Development

Deadline 00/00/0000

FY25 RFA: Housing Services

ZoomGrants Help [hide this]

Creating a New Application to Submit
The 'Saving' screen is still flashing...now what?
Missed Deadline FAQs
Invite Collaborators to Work on Application

Applicant View

Application Status: Not Submitted

Ask a Report Question

(answers are saved automatically when you move to another field)

Instructions Show/Hide

As in the past, Performance Reporting is divided into three sections:

- **Workplan Metrics** (numbers only),
- **Accomplishment Narrative** (Text Boxes), and
- **Various uploads** (spreadsheets usually).

This data is extremely important. Reports can affect performance goals and funding. Your reports are used to report to the City Administrator, the Mayor (including DMPED) and to the District Council and its Committee on Housing. Where uploads are required, **use excel files or Word files.** This will allow your information to be uploaded into the database and reported to District leaders.

For **Workplan Metrics**, use only numbers or leave it blank. **Letters such as N/A are to be avoided.** This will make your report impossible to be uploaded in the DHCD database and will require your corrections. Only numbers zero (0) and above can be used. If a metric is left blank, it will be treated as a zero.

In the **Accomplishment Narrative**, text boxes are provided to provide statements of activities or the information requested. In the first Report, please answer Question 22 (Points of Contact) with all points of contact for the areas mentioned. Thereafter in subsequent months, if there are no changes, it is okay to say, "No Changes". The same is true for Question 21 (staffing). Please answer Question 23 (Success Stories), Question 24 (Good News), Question 25 (Other DC agencies and initiatives). Question 26 is important. Remember the RFA asked applicants to align outreach to the Focus Areas mentioned on pages 33 and 34 of the RFA. Mentioning specific Focus Areas in the narrative for Q26 is helpful.

The **Document Upload** section is where excel spreadsheets (usually, sometimes Word Documents) are uploaded. **PDFs cannot be uploaded into database.** [The District of Columbia is fortunate to have many DC Based Programs such as HPAP, IZ/ADU, PADD, SFRRP, TOPA, HRA/RAD related activities, as well as direct services to tenants and tenant groups, and services to Condo/Coop Associations. DHCD staff need monthly reporting in order to better do their work and respond to the needs of DC citizens. These reports are shared directly with the appropriate program manager.]

There three areas of your activities will be reported on a monthly basis to help us meet our HUD and DC Government requirements and the needs of DC residents.

Reporting for Fiscal Year 2026 will begin with Report # 1. The end of Government's fiscal year (9/30/2025) will conclude with Report # 10 and the close-out of FY25 Purchase Orders. The complete schedule is below for the monthly report.

Other Reporting: Beneficiary Data and Language Access

Other reports are also required. These include **Beneficiary Report** and **Language Access Report.** These two reports are required on a quarterly basis. These reports will not be answered within ZoomGrants. The Office of Program Monitoring will provide the spreadsheets to use for these quarterly reports. Please see your Grant Agreement for additional information about the monthly and quarterly reports. Please note, the Beneficiary Report corresponds to the sources and uses of your Grant Agreement. A separate Beneficiary Report is needed for each type of funding awarded: Public Service (PS), Non-Public Service (NPS) and NRSA Wards 7 & 8 PS and NPS.

These quarterly reports will be due:

Oct/Nov/Dec 2/24/2025

Jan/Feb/March 4/10/2025

April/May/June 7/10/2025

July/August/Sept 10/10/2025

Please note we cannot extend these deadlines since they are HUD's deadlines and not in our control. Please submit your report on schedule.

Please remember HUD views reporting and reimbursement requests as inseparable and therefore to be coordinated at the same time. Please avoid not filing on the deadline.

Monthly Reporting on Performance and Accomplishments

Report Number Period Covers Due Date

Report Number	Period Covers	Due Date	Notes
Report 1	FY25 Q1 (Oct/Nov/Dec)	03/03/2025	
Report 2	January	03/03/2025	
Report 3	February	03/10/2025	
Report 4	March	04/10/2025	
Report 5	April	05/10/2025	
Report 6	May	06/10/2025	
Report 7	June	07/10/2025	
Report 8	July	08/10/2025	
Report 9	August	09/10/2025	
Report 10	September	10/10/2025	

In ZoomGrants reporting, there are data questions. Please enter only a whole number. If a particular question doesn't apply to your statement of work and workplan, please enter zero. The narrative questions also require a response. If there is nothing to report in the narrative, please enter a statement such as "No changes" or "Not applicable".

Report 1: 3/3/2025

This report is OVERDUE. Submit Report 1

Agency

This is a branching question. The system will remove questions that do not apply to you based on your answer to Question #1.

Please disregard the number sequencing.

1. Identify Your Agency Name

This is a branching question. Only the questions that apply to your agency will appear.

- ○ CARECEN-Central American Resource Center
- ○ Centro de Apoyo Familiar

- ○ Greater Washington Urban League, Inc.
- ○ Housing Counseling Services
- ○ Latino Economic Development Corporation of Washington DC
- ○ Legal Counsel for the Elderly
- ○ Lydia's House in Southeast, Inc.
- ○ Manna, Inc.
- ○ Marshall Heights Community Development Organization, Inc.
- ○ Mi Casa
- ○ Neighborhood Legal Services Program of the District of Columbia
- ○ University Legal Services

Workplan Accomplishment Metrics

2. A1: HUD Housing Counseling

Ignore the auto-total number.

Number of First Time Homebuyers Purchasing Homes

Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)

Number of 1:1 Counseling Sessions (Budget & Credit)

Number of unduplicated households

Number of 1:1 Homebuyer Counseling Sessions

Number of unduplicated households

3. A2: 8-Hour Homebuyer Class

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of 8-hour Homebuyer Educations Classes

Number of Attendees of 8-hour Homebuyer Classes

Number of DHCD Certificates Issued

4. A3: HPAP (EAHP/NEAHP)

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of HPAP Pre Purchase Orientations conducted

Number of Attendees at HPAP Orientations

Number of Files submitted to HPAP Administrators

Number of 1:1 HPAP Counseling Sessions

Number of unduplicated households

5. A4: IZ/ADU Orientations

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of IZ Orientations Conducted

Number of Attendees at IZ Orientations

Number of DHCD Certificates issued

6. A5: IZ/ADU Income Certifications

Ignore the auto-total number.

Number of IZ/ADU Income Cetifications completed

7. A6: PADD

Ignore the auto-total number.

Number of PADD group training/coaching

Number of Attendees at PADD group training

Number of 1:1 PADD sessions (if applicable)

Number of unduplicated households receiving 1:1 PADD sessions

Number of PADD Income Certifications

8. A7: General Housing Services & Information (Group Training)

Ignore the auto-total number.

Number of Financial Literacy Trainings (including but not limited to credit & budgeting)

Number of Attendees at Financial Literacy Trainings

Number of Homebuyer Clubs Meetings

Total of Attendees at Homebuer Club Meetings

Number of group trainings or workshops not reported in other categories

Number of Attendes at group trainings or workshops not reported in other categories

9. B8: General Home Management (Post Purchase Non-Delinquent)
Ignore the auto-total number.

Number of Homeownership Preservation Workshops

Number of Attendees at Homeownership Preservation Workshops

Number of Post-Purchase Workshops (not including Homeownership Preservation)

Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)

Number of 1:1 Post-Purchase Counseling Sessions

Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions

10. B9: Foreclosure Counseling
Ignore the auto-total number.

Number of Foreclosure Workshops

Number of Attendees at Foreclsoure Workshops

Number of 1:1 Foreclosure Counseling Sessions

Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number of Foreclsoures Prevented

11. B10: Eviction Counseling

Ignore the auto-total number.

Number of Eviction workshops

Number of Attendees at Eviction workshops

1:1 Eviction Counseling

Unduplciated households 1:1 Eviction Counseling

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number Evictions Prevented

12. B11: SFRR

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of SFRRP Orientations conducted (required)

Number of 1:1 Intake sessions

Number of unduplicated households

Number of complete applications submitted in SFRRP Portal

13. B12: Legal Services for Seniors, Coops and Condos

Ignore the auto-total number.

Senior households receiving legal services

Coop Associations receiving legal services

Condo Associations receiving legal services

Number of Training for Law Firms

Number of Attendees at law firm training

Number of outreach activities

Number of new partnerships initiated

Number of clients helped with Schedule H

Number of clients helped with life planning docs

Number pro bono attorneys engaged in housing-related matters

Number veterans receiving legal counsel/advice

14. B13: Technical Assistance for Coop
Ignore the auto-total number.

Number of Co-Op Associations receiving Technical Assistance

Number of Action Plans written for Co-Op Associations

Number of Successful Outcomes for Co-Op Associations

Number of Asset Management Improvement Services Provided for Co-Op

Number of Asset Management Tactical Support Services Provided to Co-Op

Number of Consultative Services Provided to Co-Op Associations and Clients

Number of Legal Assistant Services provided to Distressed Co-Op Associations

Number of Organization Sustainability Tactical Support Services Provided to Co-Ops

Number of Ownership Educations Sessions provided to different ownership models including shared equity

Number of Relocation Plans completed and accepted for Co-Ops

Numbers of Trainings on Board Operations Governance & Management to Co-ops

Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management

Number of written Asset Management & Sustainability Plans for Co-Ops

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Co-Op Associations

Number of Associations (Coops) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Co-Op Associations

15. B13: Technical Assistance for Condo Associations

Ignore the auto-total number.

Number of Condo Associations receiving Technical Assistance

Number of Action Plans written for Condo Associations

Number of Successful Outcomes for Condo Associations

Number of Asset Management Improvement Services Provided for Condo

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo

Number of Asset Management Tactical Support Services Provided to Condo

Number of Legal Assistant Services provided to Distressed Condo Associations

Number of Consultative Services Provided to Condo Associations and Clients

Number of Organization Sustainability Tactical Support Services Provided to Condo Associations

Number of Relocation Plans completed and accepted for Condo Associations

Numbers of Trainings on Board Operations Governance & Management to condo associations

Number of written Asset Management & Sustainability Plans for Condo Associations

Number of Associations (Condos) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Condo Associations

16. B14: Technical Assistance for Small Apartment Owners (25 units and less)
Ignore the auto-total number.

Number of Inquiries Received

Number of Owners/Managers receiving Services

Number of Action Plans Written

Number of Action Plans Implemented/Completed

Number of Owners/Managers needing Asset Management Guidance

17. C16: TOPA Pre-Purchase Counseling & Training
Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Meetings with Tenant Association

Number of Attendees at TOPA Meetings

Number of TOPA Training Workshops to Tenants

Number of Attendees at TOPA Training Workshops

18. C16: TOPA Post-Purchase Counseling & Training
Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Post Purchase Training Workshops

Number of Attendees at TOPA Post Purchase Workshops

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

19. C17: Tenant Counseling for HRA - Rental Accommodation Division

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

Number of Attendees at group training/coaching

20. Marketing & Outreach

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Housing Fairs

Other Tabling Events

Flyers Distributed

Social Media Posts (Facebook, LinkedIn, Instagram)

Mailings

Paid Advertising (display ads in print)

Other

Accomplishment Narrative

21. Staffing information: Any changes (terminations or new hires) in staff members who are on the grant? Or in the Executive Leadership or Management Team? Number of HUD Certified Counselors (expressed as FTEs) on staff at the

end of this reporting period?

Maximum characters: 1000. You have 1000 characters left.

22. Who are the current Points of Contact and email for the following: 1) Executive Leader (NOTE: Executive leader is copied on all communication): 2) Grant/Fund Development: 3) Grant/Accounting: 4) Program Managers/Directors/Supervisors:

Maximum characters: 1000. You have 1000 characters left.

23. Please provide us with client success story/stories for this quarter by program. You may provide a link to an article that has been written for other purposes (newsletter, website, or newspaper article).
Redact (use a pseudonym) for any client name or other personal identifying information if you have not received a release.

Maximum characters: 3000. You have 3000 characters left.

24. Any good news to share? Any events and activities coming up? (e.g. obtained other grant funds to leverage DHCD grant, Open Houses, Presentations, Community Events, etc.)
Upload a calendar of upcoming program events (in-person or webinars).

Maximum characters: 3000. You have 3000 characters left.

25. Describe your organization's involvement in other projects or initiatives with other District agencies.

Maximum characters: 3000. You have 3000 characters left.

26. Describe your marketing and outreach during this period. What groups or areas did you market to, numbers, and in what way did you contact them (mail, event, email, personal, media, etc.)?

Maximum characters: 3000. You have 3000 characters left.

27. Describe any specific obstacles (if any) to your organization's program or service delivery during this period?

Maximum characters: 3000. You have 3000 characters left.

Documents Requested *	Required?	Uploaded Documents *	
ALL: Procurement Report, as applicable Download template: Procurement Report			Upload
ALL: Language Access for Outreach and Group Sessions Download template: Language Access for Outreach and Group Sessions	Required		Upload
ALL: Calendar of Next Quarter (3 months) of Orientations, Trainings, Workshops & 8-Hour Classes	Required		Upload
A-2 HBE 8-Hour Class Attendance Certificates Download template: A-2 HBE 8-Hour Class Attendance Certificates			Upload
A-3 Homebuyer Assistance Program Intake Download template: A-3 Homebuyer Assistance Program Intake			Upload
A-4 IZ Orientation Attendance Certificates Download template: A-4 IZ Orientation Attendance Certificates			Upload
B-11 SFRRP Intake Download template: B-11 SFRRP Intake			Upload
C-15 and C-16 TOPA Reporting Download template: C-15 and C-16 TOPA Reporting			Upload
C-17 Training for Tenants and Tenant Organizations Download template: C-17 Training for Tenants and Tenant Organizations			Upload

* *ZoomGrants™ is not responsible for the content of uploaded documents.*

CDBG PUBLIC SERVICE - HOUSING COUNSELING (HC) PROGRAM

HEAD OF HOUSEHOLD DEMOGRAPHICS

IDIS Number	
Community Based Organization (CBO)	
National Objective/Matrix Code	
Project Analyst	
Proposed HOUSEHOLDS TO Serve	
Total HOUSEHOLDS Served	
Difference Used for CAPER Analysis	

Tip #1	Avoid Duplicative Reporting
Tip #2	Complete each cell, even if Not (Not Applicable)
Tip #3	Do not complete Grayed-Out Cells
Tip #4	Report on HEAD of HOUSEHOLD
Tip # 5	Submit Quarterly
Tip #6	Public Service - HC Unit cannot show proof a home was purchased.
Tip # 7	CPH - Kelly Ann Hunter, CHCD Grant Management Officer, kelly-ann.hunter@dc.gov

HEAD OF HOUSEHOLD CHARACTERISTICS

Race/Ethnicity/Household Composition	Q 1 Number of Households Served	Number of Hispanic Hsld	Number of Hispanic Hsld Wards 7 and 8 (Not Included in Column Q)	SUBTOTAL Wards Outside Wards 7/8	SUBTOTAL Wards 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female Hsld	Elderly 62 + Hsld	Homeless Hsld	Formerly Homeless Hsld	Veteran Hsld	Disabled Hsld	Household Size	ALL WARD TOTALS: Total Head of Households	Total All Wards	Total Tenants and Owners
White	0			0	0																					0	0	0
Black/African American	0	0		0	0																					0	0	0
Asian	0	0		0	0																					0	0	0
Native Hawaiian/Other Pacific Islander				0	0																					0	0	0
American Indian/Alaskan Native & White				0	0																					0	0	0
Asian & White				0	0																					0	0	0
Black/African American & White				0	0																					0	0	0
Other Multi Racial				0	0																					0	0	0
Did not Report				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Income Data (In accordance with HUD Part V)	Q 1 Number of Households Served	Number of Hispanic Hsld	Number of Hispanic Hsld Wards 7 and 8 (Not Included in Column Q)	SUBTOTAL Wards Outside Wards 7/8	SUBTOTAL Wards 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female Hsld	Elderly 62 + Hsld	Homeless Hsld	Formerly Homeless Hsld	Veteran Hsld	Disabled Hsld	Household Size	ALL WARD TOTALS: Total Head of Households	Total All Wards	Total Tenants and Owners
Extremely Low 0-30%				0	0																					0	0	0
Low 31%-50%	0			0	0																					0	0	0
Moderate 51%-80%	0			0	0																					0	0	0
Non-Low/Moderate 81% - 100%				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Additional Data (Does not apply to Single Family Rehabilitation Rehabilitation Program)	Q 1 Number of Households Served	Number of Hispanic Hsld	Number of Hispanic Hsld Wards 7 and 8 (Not Included in Column Q)	SUBTOTAL Wards Outside Wards 7/8	SUBTOTAL Wards 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female Hsld	Elderly 62 + Hsld	Homeless Hsld	Formerly Homeless Hsld	Veteran Hsld	Disabled Hsld	Household Size	ALL WARD TOTALS: Total Head of Households	Total All Wards	Total Tenants and Owners
Was there an Continuing Access to Service or Benefit																												
Was improved Access to Service or Benefit																												
Received a Service or Benefit that is No Longer Subsidized																												
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Language Access

The recent Executive Order of the President makes English the Official Language of the United States.

Grantees may translate forms, document, trainings into other languages as they deem appropriate for the benefit of clients.

Grantees may also make provision for clients to have access who are English Proficient/Non-English Proficient (LEP/NEP).

The Language Access line remains available to Grantees. OPM can provide the phone number.

Grantees are encouraged to report on a quarterly basis concerning language accommodation for clients.

Tracking includes:

- Language
- Use of interpreter, bi-lingual staff person or language access telephonic line
- Used on the group basis or individual and the number of each

Exhibit D Method to determine Client Eligibility for Services

Method to determine Client Eligibility for Services:
By Household

DHCD will provide the spreadsheet to use for this Quarterly Report

If a grantee has two or three sources/uses of grant funds, a separate report is needed for each.

Sources/Uses includes

1. Public Services (PS),
2. Non-Public Services (NPS) and
3. NRSA Wards 7 & 8 PS & NPS.

For each the Household report includes:

Section 1

Grantees will provide the following information concerning race/ethnicity which shall be recorded by

- Ward,
- Head of Household,
- Tenant/Owner

White
Black/African American
Asian
Native American/Alaskan Native
Native Hawaiian/Other Pacific Islander
Native American/Alaskan Native & White
American Indian/Alaskan Native & White
Asian & White
Black/African American & White
Native American/Alaskan Native & Black/African American
Other Multi Racial
Did Not Report
TOTAL

Section 2

Also, each household shall be counted by income category using the CDBG income categories and dollar amounts. (See chart in this exhibit.)

Section 3

Lastly, each household shall be counted by CDNG service category.

With New or Continuing Access to Service or Benefit
With Improved Access to Service or Benefit
Received a Service or Benefit that is No Longer Substandard

The Number of Households in each of the above calculations be the same. That is, if 100 households are reported in Section 1, there must be 100 in reported also in Sections 2 and 3.

This procedures is repeated for:

- Non-Public Service Activities
- NRSA Wards 7 & 8 Public Service and Non-Public Service

INCOME LIMITS WITH UNCAPPED LIMITS

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

U.S. Department of Housing and Urban Development (HUD) FY 2023

Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	84,400	96,450	108,500	120,550	130,200	139,850	149,500	159,150

	Median Income	Family Four Low Income Limit
DC	$152,100	$95,300

This grant will consider eligibility based on Household Beneficiary Data

DHCD Contract No. 2025-03
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit E Budget Modification Form

BUDGET MODIFICATIONS

To request a Budget Modification, please reach out to your Point of Contact with Community Services to request the excel file.

The excel file should be returned to Community with the details (below) about your request. You may also send a PDF of the excel file in addition to the excel file itself. The excel is needed to upload to the database.

There should be a cover letter from the Executive Director requesting the modification as outlined in excel file attached. Only the Executive Director as a signatory to the Grant Agreement can request a Budget Modification.

The Excel file will guide you through the process.

The Excel template asks you for each line item in the A 3-2 (Personnel) to indicate the current budget and the requested budget modification for:

- Hourly rate
- Number of Hours to be charged to the Grant (total for the year)

Similarly for the A 3-1 the template asks the current Budget Amount for each line item and the requested modification amount for each line item in the A 3-1.

Each line item in the A 3-1 and A 3-2 must be included in the Modification.

The deadline to request a Budget Modification is June 1st of each year.

The Community Services team is available to provide technical assistance.

Cost Category	Current Budget	Increase (Decrease)	Requested Modification Amount
Personnel (Salary & Fringe)	$0.00	$0.00	$0.00
Credit Report	$0.00	$0.00	$0.00
Space	$0.00	$0.00	$0.00
Insurance	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Training	$0.00	$0.00	$0.00
IT Services & Support	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$0.00	$0.00	$0.00
Total Indirect Costs (De Minimis Cost Rate 15%)	$0.00		$0.00
Total Costs	$0.00	$0.00	$0.00

Exhibit F Drug Free Workplace Certification

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Certifications Regarding
Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code. and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - lll, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. Debarment, Suspension, And Other Responsibility Matters (Direct Recipient)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

1. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F. for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020. Notice shall include the identification number(s) of each effected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and incising termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (1), (c), (d), (e), and (f).

B. The applicant may insert in the space provided below the sites) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Drug-Free Workplace (Grantees who are Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, subpart F, for grantees as defined at 28 CFR Part 67; Sections 67 615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020.

As the duly authorized representative of the applications,
I hereby certify that the applicant will comply with the above certifications.

Greater Washington Urban League, Inc
2091 14th Street, NW, Washington, DC 20009

1. Grantee Name and Address

Grant# 2025-03
CDBG/NBAP Housing Counseling Services

2. Application Number and/or Project Name

53-0208981

3. Grantee IRS/Vendor Number

George H Lambert Jr., CEO

4. Typed Name and Title of Authorized Representative

5. Signature

10/18/2024

6. Date

Exhibit G Service Area Eligibility

This grantee provides services to residents of all DC Wards and will focus on the neighborhoods in these corridors where DHCD has invested resources for housing development.

- 16th St NW Corridor near the intersection with Havard St NW (Columbia Heights) in Ward 1
- Georgia Ave and New Hampshire Ave NW Corridor (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- Rhode Island Ave and South Dakota Ave NE Corridor (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 5
- M and South Capitol Streets SW Corridor (Greenleaf/Waterfront) in Ward 6
- Benning Road and Florida Ave NE Corridor (NoMa/Ivy City/Trinidad) Ward 6
- Minnesota Ave and Benning Rd NE Corridor (Benning, Greenway) in Ward 7
- Pennsylvania Ave and Minnesota Aves SE Corridor (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- East Capitol and Benning Rd Corridor (Capital View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- Marion Barry Ave and Martin Luther King Aves SE Corridor (Historic Anacostia, Fairlawn Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- Marion Berry Ave and Alabama Aves Corridor (Skyland, Woodland, Garfield Heights) in Ward 8
- Martin Luther King Ave and Alabama Ave Corridor (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- South Capital St and Chesapeake Aves SE Corridor (Bellevue, Washington Highlands) in Ward 8

Exhibit H Insurance Requirements

DHCD-BILL WINSTON-GRANT FOR VARIOUS COMMUNITY-BASED ORGANIZATIONS HOUSING COUNSELING AND SERVICES AF07082024

INSURANCE

A. GENERAL REQUIREMENTS. The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this grant, the types of insurance specified below. The Grantee shall submit a Certificate of Insurance to the Grant Administrator (GA) giving evidence of the required coverage prior to commencing performance under this grant. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the GA.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Grantee and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this grant, with the understanding that any affirmative obligation imposed upon the insured Grantee or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its subcontractors, and not the additional insured. The additional insured status under the Grantee's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the GA in writing. All of the Grantee's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Grantee or its subcontractors, or anyone for whom the Grantee or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the GA with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the GA in writing), covering liability for all ongoing and completed operations of the Grantee and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an

Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or it's equivalent) to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the GA in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee in connection with work under this agreement, with a minimum combined single limit of $1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Grantee shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Defense costs shall be in addition to and not erode the limits of liability
e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or it's equivalent)

3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

   Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   The Workers Compensation and Employers Liability shall be further endorsed to:
   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the GA of commercial umbrella or excess liability insurance with minimum limits of $5,000,000 per occurrence and $5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS
Any and all subcontractors engaged by Grantee for work under this agreement shall be required to have the same insured required of Grantee. Should the Grantee wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Grantee shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Grantee. In either instance, the Grantee must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

E. DURATION. The Grantee shall carry all required insurance until all grant work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this grant and two years for non-construction related grants.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the Grantee's liability under this grant.

G. CONTRACTOR'S PROPERTY. Grantee and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.

H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the grant price.

I. NOTIFICATION. The Grantee shall ensure that all policies provide that the GA shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Grantee no long complying with the above requirements. The Grantee shall provide the GA with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the GA with an updated Certificate of Insurance should its insurance coverages renew during the grant. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Grantee at least 30 days' notice of the change. Grantee must comply, at your expense, and deliver to the GA evidence of compliance before the change becomes effective.

J. CERTIFICATES OF INSURANCE. The Grantee must send to GA, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Grantee must also provide us with evidence of renewal before the expiration date of each insurance policy. Grantee is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . Certificates of insurance must reference the corresponding grant number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:
William Winston, Grant Administrator (DHCD)
1909 Martin Luther King Jr Av SE, Washington DC 20020
771-208-9628
Bill.winston@dc.gov

The GA may request and the Grantee shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Grantee expires prior to completion of the grant, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the GA prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the GA on an annual basis as the coverage is renewed (or replaced).

K. DISCLOSURE OF INFORMATION. The Grantee agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Grantee, its agents, employees, servants or subcontractors in the performance of this grant.

L. CARRIER RATINGS. All Grantee's and its subcontractors' insurance required in connection with this grant shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.

M. WARRANTIES. When applicable, the Grantee should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). GA should collect, review for accuracy, and maintain all warranties for goods and services.

Exhibit I **Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures**

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director	CG	10/9/2025
2. Chris Earley, Deputy Director	CEE	10/8/25
3. Julia Wiley, General Counsel	JW	10/6/25
4. Bill Winston, Associate Director of Community Services	WW	9/30/2025
5. Ernest Merchant, Program Analyst	EM	9/25/25
6.		

SUBJECT: HOUSING COUNSELING SERVICES, INC. - Housing Services

Director's Comments:

Action

APPROVAL	CIRCULATE	CORRECTION	FILE	FYI	INVITATION	MEETING	SIGNATURE
☒	☐	☐	☐	☐	☐	☐	☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Housing Counseling Services, Inc.- NBAP FY26 Housing Services $3,000,000.00

Grant 2025-04

Originating Office

FROM: E. Merchant	TELEPHONE NUMBER:
DATE: 9/25/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE:

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

OFFICE OF THE DIRECTOR
OCT 9 '25 AM9:12

REV 1.0 10/25/23

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

OCT 0 9 2025

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Ernest Merchant
Program Analyst

Date: September 25, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Housing Counseling Services, Inc.**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$3,000,000.00**
ATTACHMENTS:	**FY25 Grant Agreement #2025-04** **FY26 Grant Modification #2025-04** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-04
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

MODIFICATION OF GRANT AGREEMENT
BY AND BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
AND
HOUSING COUNSELING SERVICES INC.

This Modification of Grant Agreement (the **"Modification"**) is entered into as of the 9 day of October 2025, (**"Effective Date"**), by and between the **District of Columbia**, a municipal corporation (hereinafter sometimes referred to as the **"District"**), acting by and through the District of Columbia Department of Housing and Community Development (hereinafter referred to as the **"Grantor"** or **"DHCD"**), and **Housing Counseling Services Inc.** [Entity Identifier NA6MQB4FM3C1], a non-profit corporation organized and existing under the laws of the District of Columbia, (hereinafter sometimes referred to as the **"Grantee"**) with its principal place of business at 2410 17th St NW Ste 100, Washington, DC 20009. The Grantor and Grantee shall be together referred to as the "Parties."

RECITALS:

1. DHCD, with offices at 1909 Martin Luther King, Jr. Avenue, SE, Washington, DC, 20020, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program pursuant to the District of Columbia Community Development Act of 1975 (D.C. Official Code § 6-1001 *et seq.*) and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Parties entered into a Grant Agreement (DHCD Contract No. 2025-04) **("Grant Agreement or "Agreement")** effective on February 1, 2025, that memorialized a funding award to Grantee derived from the District's Community Development Block Grant Program ("CDBG") Grant allocation for the purpose of providing a range of HUD housing counseling services that benefit low and moderate-income persons in the District of Columbia for the period from February 1, 2025 through December 31, 2025. (**"Grant Term"**). The Grant Agreement is attached hereto as ***Exhibit A*** and incorporated herein.

3. Section III.C. of the Grant Agreement included an erroneous statement regarding immigration status of Grant services beneficiaries.

4. Pursuant to Section XXII. of the Agreement, the Parties desire to amend the Agreement to correct that erroneous statement and for other purposes.

NOW, THEREFORE, in consideration of the mutual agreements of the Parties set forth herein, the Parties hereby agree as follows:

1. The above recitals are hereby incorporated and made a part of this Amendment.

2. Capitalized terms used in this Amendment that are not defined herein shall have the meanings given to such terms in the Grant Agreement.

3. **Section III. Grant Award Subsection C. Paragraph 1**
The second sentence, to include footnote 5 for a Housing Counseling Services Grant or footnote 7 for a Small Business Services Grant is deleted. **This change is retroactive to the Grant Effective Date.**

4. **Section IV. Grant Term and Periods of Performance**
The Grant term and Periods of Performance are revised. The text in the first paragraph of Section IV. is deleted and replaced with the following text:

*The term of this Agreement shall commence on the Effective Date and continue through September 30, 2026 (**"Grant Term"** or **"Term"**). There are two Performance Periods during this Term. The first Performance Period begins on the Effective Date and ends on September 30, 2025. The second Performance Period begins on October 1, 2025, and ends on September 30, 2026.*

5. **Section III. Grant Award** is amended to add a new subsection B. to read as follows:

*B. The Grant Award is amended to authorize a budget for Grant services to be provided during the Performance Period that begins October 1, 2025, and ends on September 30, 2026. (**"FY 2026 or FY 26"**). Total Grant authority in FY 26 shall not exceed **Three Million Dollars and No Cents [$3,000,000.]**.*

The FY 2026 Grant funding is allocated as follows:

Sources and Uses of Funds:

Public Service ("PS") [CDBG EN]	*$1,529,568.*
Non-Public Service ("NPS") [CDBG EN]	*$ 470,432.*
NRSAs Ward 7 and Ward 8 [CDBG EN]	*$1,000,000.*
TOTAL CDBG [EN]	*$3,000,000.*
TOTAL AWARD [All Sources]	*$3,000,000.*

Notwithstanding the designated source of funds, the Grantor reserves the right to provide funding from another source(s). In all cases, applicable Federal and District laws and regulations shall apply regardless of the source.

The FY 26 funds will be used to fund a range of services which HUD has defined as (insert one of the following)

- ***Housing Counseling Services: Public Services and Non-Public Services provided by a HUD Approved Counseling Agency ("HCA").***

The specific Grant activities are described in ***Exhibit B*** *attached hereto, which includes:*
(a) the Statement of Work,
(b) The Grantor approved Workplan

(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as ***Exhibit C****. and incorporated herein. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.*

6. The Parties agree that this Modification does not otherwise affect or impair their obligations under the Grant Agreement, and all terms, conditions and obligations of the Grant Agreement, not amended herein, shall continue in full force and effect as prescribed in the Grant Agreement.

7. This Modification shall be binding upon and inure to the benefit of the Parties to this Agreement and to their successors and assigns and continue so long as the Grant Agreement is effective.

8. Grantor and Grantee agree that if any of the terms and conditions contained herein shall contradict any of the terms and conditions in the Grant Agreement, the terms and conditions contained herein shall prevail.

IN WITNESS WHEREOF, the Parties have executed this Modification by and through their duly constituted and authorized officers and agents on the day and year first hereinabove written.

[Signature pages follow]

GRANTOR SIGNATURE PAGE

DISTRICT OF COLUMBIA, a municipal corporation acting by and through the Department of Housing and Community Development

By: _____
Colleen Green
Director

10/9/2025
Date

Legal Review:

By: Julia H Wiley
Office of the General Counsel
Department of Housing
and Community Development

Date: 10/6/25

GRANTEE SIGNATURE PAGE

HOUSING COUNSELING SERVICES INC.
a District of Columbia nonprofit corporation

By: _____
Marian Siegel
Executive Director

10/9/25
_____
Date

DHCD Contract No. 2025-04
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

GRANTEE SIGNATURE PAGE

HOUSING COUNSELING SERVICES INC.
a District of Columbia nonprofit corporation

By: _____
Marian Siegel
Executive Director

_____
Date

DHCD Contract No. 2025-04
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT A

FY 2025 Grant Agreement

DHCD Contract No. 2025-04
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT B

FY 2026 Statement of Work
and
Workplan

DHCD Contract No. 2025-04
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT C

FY 2026 Budget

Applicant's Name: Housing Counseling Services Inc.
RFA FY25

Services to be provided in FY26

The Grantee is funded to provide the service(s) identified herein *(see below)*. Services are to be provided by the Grantee in accordance with the description, conditions and procedures identified in Section 3.2 of the RFA FY25 for Housing Services (incorporated herein by reference); provided however, DHCD may alter descriptions, conditions and procedures at any time.

Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program
A6: Income Certification for the PADD Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B12: Legal Services for Seniors and/or Coop & Condo Associations
B13: Technical Assistance for Coop and Condo Associations
B14: Technical Assistance for Owners of Small Rental Properties

CATEGORY C: TENANTS AND TENANT GROUPS
C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

FY25 Housing Counseling Services Workplan

Organization Name:	Housing Counseling Services
Grant Number:	2025.04

Performance Period: 10/1/2025 9/30/2026

RFA Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	NRSA Ward 7 & 8 All Services	Total
A1	HUD Housing Counseling	30	Number of First Time Homebuyers Purchasing Homes					
A1		400	Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		800	Number of 1:1 Counseling Sessions (Budget & Credit)	Public Service or NRSA	$125,000.00	$0.00	$50,000.00	$175,000.00
A1		400	Number of unduplicated households					
A1		600	Number of 1:1 Homebuyer Counseling Sessions					
A1		600	Number of unduplicated households					
A2	8-Hour Homebuyer Class	14	Number of 8-hour Homebuyer Educations Classes					
A2		700	Number of Attendees of 8-hour Homebuyer Classes	Public Service or NRSA	$55,000.00	$0.00	$0.00	$55,000.00
A2		700	Number of DHCD Certificates issued					
A3	HPAP (SEAHP/REAHP) (HPS ONLY)	64	Number of HPAP Pre Purchase Orientations conducted					
A3		600	Number of Attendees at HPAP Orientations					
A3		60	Number of Files submitted to HPAP Administraters	Non-Public Service or NRSA	$0.00	$470,432.00	$0.00	$470,432.00
A3		360	Number of 1:1 HPAP Counseling Sessions					
A3		600	Number of unduplicated households					
A4	IZ/ADU Orientations	52	Number of IZ Orientations Conducted					
A4		900	Number of Attendees at IZ Orientations	Public Service or NRSA	$118,000.00	$0.00	$25,000.00	$143,000.00
A4		900	Number of DHCD Certificates issued					
A5	IZ/ADU Income Certifications	575	Number of IZ/ADU Income Certifications completed	Public Service or NRSA	$479,230.00	$0.00	$0.00	$479,230.00
A5	PADD	0	Number of PADD group training/coaching					
A6		0	Number of Attendees at PADD group training					
A6		0	Number of 1:1 PADD sessions (if applicable)	Public Service or NRSA	$29,000.00	$0.00	$0.00	$29,000.00
A6		0	Number of unduplicated households receiving 1:1 PADD sessions					
A6		12	Number of PADD Income Certifications					
A7	General Housing Services & Information (Group Training)	16	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)					
A7		80	Number of Attendees at Financial Literacy Trainings					
A7		0	Number of Homebuyer Clubs Meetings	Public Service or NRSA	$24,000.00	$0.00	$75,000.00	$99,000.00
A7		0	Total of Attendees at Homebuyer Club Meetings					
A7		6	Number of group trainings or workshops not reported in other categories					
A7		30	Number of Attendes at group trainings or workshops not reported in other categories					
B10	Eviction Counseling	14	Number of Eviction workshops					
B10		80	Number of Attendees at Eviction workshops					
B10		350	1:1 Eviction Counseling					
B10		100	Unduplicated households 1:1 eviction Counseling	Public Service or NRSA	$150,000.00	$0.00	$180,000.00	$330,000.00
B10		25	Number referred to Attorney(s) for Legal Services					
B10		0	Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)					
B10		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only					
B10		300	Number Evictions Prevented					
B11	SFRP	12	Number of SFRP Orientations conducted (required)					
B11		16	Number of 1:1 Intake sessions	Public Service or NRSA	$25,000.00	$0.00	$40,000.00	$65,000.00
B11		20	Number of unduplicated households					
B11		6	Number of complete applications submitted in SFRRP Portal					
B12	Legal Services for Seniors, Coops and Condos (Law Firm Subrecepients Only)	0	Senior households receiving legal services					
B12		0	Coop Associations receiving legal services					
B12		0	Condo Associations receiving legal services					
B12		0	Number of Pro Bono Legal Services Recruited and Retained					
B12		0	Number of Trainings for Law Firms (Trainings)					
B12		0	Number of Attendees at trainings for Law Firms (Attendees)					
B12		0	Number of new partnerships initiated					
B12		0	Total Number of Trainings to and work with Pro Bono Provided	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
B12		0	Number of outreach presentations conducted					
B12		0	Number of outreach activities conducted					
B12		0	Number of Senior Households that received Legal Counsel or Consultation					
B12		0	Number of Senior households that received Legal Representation					
B12		0	# of clients helped with Schedule H					
B12		0	# of clients helped with life planning docs					
B12		0	# pro bono attorneys engaged in housing-related matters					
B12		0	# veterans receiving legal counsel/advice					
B13	Technical Assistance for Co-Ops and Condo Associations	28	Number of Co-Op Associations receiving Technical Assistance					
B13	Coops	0	Number of Action Plans written for Co-Op Associations					
B13	Coops	15	Number of Successful Outcomes for Co-Op Associations					
B13	Coops	10	Number of Asset Management Improvement Services Provided for Co-Op					
B13	Coops	5	Number of Asset Management Tactical Support Services Provided to Co-Op					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Legal Assistant Services provided to Distressed Co-Op Associations					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Organization Sustainability Tactical Support Services Provided to Co-Ops					
B13	Coops	0	Number of Ownership Educations Sessions provided to different ownership models including shared equ					
B13	Coops	0	Number of Relocation Plans completed and accepted for Co-Ops					
B13	Coops	0	Numbers of Trainings on Board Operations Governance & Management to Co-ops					
B13	Coops	0	Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Ass					
B13	Coops	0	Number of written Asset Management & Sustainability Plans for Co-Ops	Public Service or NRSA	$35,000.00	$0.00	$65,000.00	$100,000.00
B13	Condos	12	Number of Condo Associations receiving Technical Assistance					
B13	Condos	0	Number of Action Plans written for Condo Associations					
B13	Condos	10	Number of Successful Outcomes for Condo Associations					
B13	Condos	6	Number of Asset Management Improvement Services Provided for Condo					
B13	Condos	0	Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies comp					
B13	Condos	0	Number of Asset Management Tactical Support Services Provided to Condo					
B13	Condos	0	Number of Legal Assistant Services provided to Distressed Condo Associations					
B13	Condos	0	Number of Consultative Services Provided to Condo Associations and Clients					
B13	Condos	0	Number of Organization Sustainability Tactical Support Services Provided to Condo Associations					
B13	Condos	0	Number of Relocation Plans completed and accepted for Condo Associations					
B13	Condos	0	Numbers of Trainings on Board Operations Governance & Management to condo associations					
B13	Condos	0	Number of written Asset Management & Sustainability Plans for Condo Associations					
B13	Coops and Condos	0	Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies comp					
B13	Coops and Condos	0	Number of Associations (Coops and Condos) referred to private/nonprofit Law Firm					
B13	Coops and Condos	0	Number of Trainings on Development including Relocation and Construction Management					
B14	Technical Assistance for Small Apartment Owners (25 units and less)	0	Number of Inquiries Received					
B14		0	Number of Owners/Managers receiving Services	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
B14		0	Number of Action Plans Written					
B14		0	Number of Action Plans Implemented/Completed					
B14		0	Number of Owners/Managers needing Asset Management Guidance					
B8	General Home Management (Post Purchase Non-Delinquent)	0	Number of Homeownership Preservation Workshops					
B8		0	Number of Attendees at Homeownership Preservation Workshops					
B8		0	Number of Post-Purchase Workshops (not including Homeownership Preservation)	Public Service or NRSA	$28,000.00	$0.00	$30,000.00	$58,000.00
B8		0	Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)					
B8		50	Number of 1:1 Post-Purchase Counseling Sessions					
B8		25	Number of Unduplicated households participating in 1:1 Post-Purchase Counseling Sessions					
B9	Foreclosure Counseling	5	Number of Foreclosure Workshops					
B9		8	Number of Attendees at Foreclosure Workshops					
B9		1680	Number of 1:1 Foreclosure Counseling Sessions					
B9		550	Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions	Public Service or NRSA	$80,000.00	$0.00	$0.00	$80,000.00
B9		0	Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)					
B9		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only					
B9		0	Number referred to Attorney(s) for Legal Services					
B9		0	Number of Foreclosures Prevented					
C15	TOPA Pre-Purchase Counseling & Training	150	Number of TOPA Meetings with Tenant Association					
C15		1500	Number of Attendees at TOPA Meetings	Public Service or NRSA	$125,000.00	$0.00	$310,000.00	$435,000.00
C15		30	Number of TOPA Training Workshops to Tenants					
C15		200	Number of Attendees at TOPA Training Workshops					
C16	TOPA Post-Purchase Counseling & Training	20	Number of TOPA Post Purchase Training Workshops					
C16		200	Number of Attendees at TOPA Post Purchase Workshops	Public Service or NRSA	$124,568.00	$0.00	$44,910.00	$169,478.00
C16		150	Number of unduplicated households					
C16		0	Number of one on one counseling sessions					
C16		0	Number of group training/coaching					
C17	Tenant Counseling for HRA - Rental Accomodation Division	150	Number of unduplicated households					
C17		70	Number of one on one counseling sessions	Public Service or NRSA	$65,000.00	$0.00	$120,090.00	$185,090.00
C17		50	Number of group training/coaching					
C17		500	Number of Attendees at group training/coaching					
Marketing	MARKETING AND OUTREACH	12	Housing Fairs					
Marketing		15	Other Tabling Events					
Marketing		10000	Flyers Distributed					
Marketing		200	Social Media Posts (Facebook, LinkedIn, Instagram)	Public Service or NRSA	$66,770.00	$0.00	$60,000.00	$126,770.00
Marketing		25000	Mailings					
Marketing		0	Paid Advertising (display ads in print)					
Marketing		0	Other					
Marketing		0	Other					
	TOTALS	40859			$1,529,568.00	$470,432.00	$1,000,000.00	$3,000,000.00

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	10/1/2025 - 9/30/2026
FISCAL YEAR:	FY 2026
TARGET SERVICE AREA (if applicable):	COMMUNITY BASED
WARD (if applicable):	
TYPE OF ACTIVITY:	Housing Counseling

Instructions: *Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$ 2,463,764.00	$ -	$ 2,463,764.00
Consultants	$ 10,000.00	$ -	$ 10,000.00
Space	$ 153,671.00	$ -	$ 153,671.00
Utilities	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Consumables	$ -	$ -	$ -
Marketing & Outreach	$ -	$ -	$ -
Training	$ 1,500.00	$ -	$ 1,500.00
IT Services & Support	$ -	$ -	$ -
Travel	$ 1,500.00	$ -	$ 1,500.00
Equipment	$ -	$ -	$ -
	$ -	$ -	$ -
Total Direct Cost	$ 2,630,435.00	$ -	$ 2,630,435.00
Total Indirect Costs (De Minimis Cost Rate 11.59%)	$ 369,565.00	$ -	$ 369,565.00
Total Costs	$ 3,000,000.00	$ -	$ 3,000,000.00

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)

NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2026
PERIOD SERVICE DATES:	10/01/2025 to 9/30/2026
TYPE OF ACTIVITY:	Housing Counseling

Instructions: *Please add number of rows for this portion of your budget as needed.*

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
Sr Program Director	CHENG	$ 141,000	$ 77.47	10%	12	$ 14,112.00
Program Director	CLARKSON	$ 101,000	$ 55.49	45%	12	$ 45,456.00
Counselor	ALDANA	$ 78,000	$ 42.86	97%	12	$ 75,668.00
Sr. Counselor	CAMILO	$ 85,000	$ 46.70	97%	12	$ 82,459.00
Program Director	HAMILTON	$ 106,000	$ 58.24	97%	12	$ 102,816.00
Coordinator	KNOTT	$ 97,000	$ 53.30	95%	12	$ 92,154.00
Counselor	ORELLANA	$ 85,000	$ 46.70	97%	12	$ 82,459.00
Program Manager	SALMERON	$ 95,000	$ 52.20	97%	12	$ 92,155.00
Program Director	KING-AGUILAR	$ 106,000	$ 58.24	10%	12	$ 10,596.00
Intake Specialist	ORTEGA	$ 67,000	$ 36.81	10%	12	$ 6,696.00
Eligibility Specialist	BLANCO-GUZMAN	$ 69,000	$ 37.91	100%	12	$ 69,000.00
Manager	CATTERTON-A	$ 104,000	$ 57.14	100%	12	$ 104,004.00
Eligibility Specialist	FLORES-S	$ 63,000	$ 34.62	100%	12	$ 63,000.00
Eligibility Specialist	HERNANDEZ-y	$ 72,000	$ 39.56	100%	12	$ 72,000.00
Eligibility Specialist	PAIZ	$ 66,000	$ 36.26	100%	12	$ 66,000.00
Eligibility Specialist	SASU-C	$ 76,000	$ 41.76	100%	12	$ 75,996.00
Program Director	TINSLEY	$ 110,000	$ 60.44	100%	12	$ 110,004.00
Tenant Services Specialist	ACKERMAN	$ 70,000	$ 38.46	97%	12	$ 67,896.00
Program Director	BALLANTYNE	$ 123,000	$ 67.58	97%	12	$ 119,316.00
Tenant Services Specialist	CANCHESTER	$ 70,000	$ 38.46	100%	12	$ 69,996.00
Program Director	HENNESSY	$ 105,000	$ 57.69	97%	12	$ 101,856.00
Tenant Services Specialist	JONES	$ 67,000	$ 36.81	100%	12	$ 66,996.00
Tenant Services Specialist	PAUL	$ 71,000	$ 39.01	100%	12	$ 71,004.00
Tenant Services Specialist	RIVERA	$ 71,000	$ 39.01	100%	12	$ 71,004.00
Trainer	ADAMS	$ 67,000	$ 36.81	96%	12	$ 64,488.00
Program Director	BERMUDEZ-O	$ 115,000	$ 63.19	97%	12	$ 111,552.00
Trainer	CACERES	$ 68,000	$ 37.36	98%	12	$ 66,372.00
Coordinator	TESFAYE	$ 80,000	$ 43.96	98%	12	$ 78,081.00
Personnel Subtotals		$2,428,000.00				$ 2,053,136.00

Fringe Benefits (Max 20%)	$ 410,628.00
Total NBAP Grant Personnel Costs	$ 2,463,764.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	10/1/2025 - 9/30/2026
FISCAL YEAR:	FY 2026
TARGET SERVICE AREA (if applicable):	PUBLIC SERVICES
WARD (if applicable):	
TYPE OF ACTIVITY:	Housing Counseling

Instructions: *Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$ 1,250,645.00	$ -	$ 1,250,645.00
Consultants	$ 10,000.00	$ -	$ 10,000.00
Space	$ 78,326.00	$ -	$ 78,326.00
Utilities	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Consumables	$ -	$ -	$ -
Marketing & Outreach	$ -	$ -	$ -
Training	$ 1,500.00	$ -	$ 1,500.00
IT Services & Support	$ -	$ -	$ -
Travel	$ 1,500.00	$ -	$ 1,500.00
Equipment	$ -	$ -	$ -
	$ -	$ -	$ -
Total Direct Cost	$ 1,341,971.00	$ -	$ 1,341,971.00
Total Indirect Costs (De Minimis Cost Rate 15%)	$ 187,597.00	$ -	$ 187,597.00
Total Costs	$ 1,529,568.00	$ -	$ 1,529,568.00

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)

NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2026
PERIOD SERVICE DATES:	10/01/2025 to 9/30/2026
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
Sr Program Director	CHENG	$ 141,000	$ 77.47	2%	12	$ 3,233.00
Program Director	CLARKSON	$ 101,000	$ 55.49	9%	12	$ 9,096.00
Counselor	ALDANA	$ 78,000	$ 42.86	0%	12	$ -
Sr. Counselor	CAMILO	$ 85,000	$ 46.70	0%	12	$ -
Program Director	HAMILTON	$ 106,000	$ 58.24	0%	12	$ -
Coordinator	KNOTT	$ 97,000	$ 53.30	0%	12	$ -
Counselor	ORELLANA	$ 85,000	$ 46.70	0%	12	$ -
Program Manager	SALMERON	$ 95,000	$ 52.20	0%	12	$ -
Program Director	KING-AGUILAR	$ 106,000	$ 58.24	5%	12	$ 5,724.00
Intake Specialist	ORTEGA	$ 67,000	$ 36.81	5%	12	$ 3,612.00
Eligibility Specialist	BLANCO-GUZMAN	$ 69,000	$ 37.91	100%	12	$ 69,000.00
Manager	CATTERTON-A	$ 104,000	$ 57.14	100%	12	$ 104,004.00
Eligibility Specialist	FLORES-S	$ 63,000	$ 34.62	100%	12	$ 63,000.00
Eligibility Specialist	HERNANDEZ-y	$ 72,000	$ 39.56	100%	12	$ 72,000.00
Eligibility Specialist	PAIZ	$ 66,000	$ 36.26	100%	12	$ 66,000.00
Eligibility Specialist	SASU-C	$ 76,000	$ 41.76	100%	12	$ 75,996.00
Program Director	TINSLEY	$ 110,000	$ 60.44	60%	12	$ 66,000.00
Tenant Services Specialist	ACKERMAN	$ 70,000	$ 38.46	63%	12	$ 44,136.00
Program Director	BALLANTYNE	$ 123,000	$ 67.58	58%	12	$ 71,592.00
Tenant Services Specialist	CANCHESTER	$ 70,000	$ 38.46	65%	12	$ 45,492.00
Program Director	HENNESSY	$ 105,000	$ 57.69	62%	12	$ 64,932.00
Tenant Services Specialist	JONES	$ 67,000	$ 36.81	65%	12	$ 43,548.00
Tenant Services Specialist	PAUL	$ 71,000	$ 39.01	65%	12	$ 46,152.00
Tenant Services Specialist	RIVERA	$ 71,000	$ 39.01	63%	12	$ 44,968.00
Trainer	ADAMS	$ 67,000	$ 36.81	48%	12	$ 32,244.00
Program Director	BERMUDEZ-O	$ 115,000	$ 63.19	34%	12	$ 39,048.00
Trainer	CACERES	$ 68,000	$ 37.36	49%	12	$ 33,186.00
Coordinator	TESFAYE	$ 80,000	$ 43.96	49%	12	$ 39,241.00
Personnel Subtotals		$ 2,428,000.00				$ 1,042,204.00

Fringe Benefits (Max 20%)	$ 208,441.00
Total NBAP Grant Personnel Costs	$ 1,250,645.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	10/1/2025 - 9/30/2026
FISCAL YEAR:	FY 2026
TARGET SERVICE AREA (if applicable):	NON PUBLIC SERVICES
WARD (if applicable):	
TYPE OF ACTIVITY:	Housing Counseling

Instructions: *Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$ 387,635.00	$ -	$ 387,635.00
Consultants	$ -	$ -	$ -
Space	$ 24,652.00	$ -	$ 24,652.00
Utilities	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Consumables	$ -	$ -	$ -
Marketing & Outreach	$ -	$ -	$ -
Training	$ -	$ -	$ -
IT Services & Support	$ -	$ -	$ -
Travel	$ -	$ -	$ -
Equipment	$ -	$ -	$ -
	$ -	$ -	$ -
Total Direct Cost	$ 412,287.00	$ -	$ 412,287.00
Total Indirect Costs (De Minimis Cost Rate 15%)	$ 58,145.00	$ -	$ 58,145.00
Total Costs	$ 470,432.00	$ -	$ 470,432.00

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)

NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2026
PERIOD SERVICE DATES:	10/01/2025 to 9/30/2026
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
Sr Program Director	CHENG	$ 141,000	$ 77.47	5%	12	$ 7,056.00
Program Director	CLARKSON	$ 101,000	$ 55.49	23%	12	$ 22,728.00
Counselor	ALDANA	$ 78,000	$ 42.86	52%	12	$ 40,356.00
Sr. Counselor	CAMILO	$ 85,000	$ 46.70	53%	12	$ 44,667.00
Program Director	HAMILTON	$ 106,000	$ 58.24	53%	12	$ 55,693.00
Coordinator	KNOTT	$ 97,000	$ 53.30	52%	12	$ 49,991.00
Counselor	ORELLANA	$ 85,000	$ 46.70	53%	12	$ 44,667.00
Program Manager	SALMERON	$ 95,000	$ 52.20	53%	12	$ 49,915.00
Program Director	KING-AGUILAR	$ 106,000	$ 58.24	5%	12	$ 4,872.00
Intake Specialist	ORTEGA	$ 67,000	$ 36.81	5%	12	$ 3,084.00
Eligibility Specialist	BLANCO-GUZMAN	$ 69,000	$ 37.91	0%	12	$ -
Manager	CATTERTON-A	$ 104,000	$ 57.14	0%	12	$ -
Eligibility Specialist	FLORES-S	$ 63,000	$ 34.62	0%	12	$ -
Eligibility Specialist	HERNANDEZ-y	$ 72,000	$ 39.56	0%	12	$ -
Eligibility Specialist	PAIZ	$ 66,000	$ 36.26	0%	12	$ -
Eligibility Specialist	SASU-C	$ 76,000	$ 41.76	0%	12	$ -
Program Director	TINSLEY	$ 110,000	$ 60.44	0%	12	$ -
Tenant Services Specialist	ACKERMAN	$ 70,000	$ 38.46	0%	12	$ -
Program Director	BALLANTYNE	$ 123,000	$ 67.58	0%	12	$ -
Tenant Services Specialist	CANCHESTER	$ 70,000	$ 38.46	0%	12	$ -
Program Director	HENNESSY	$ 105,000	$ 57.69	0%	12	$ -
Tenant Services Specialist	JONES	$ 67,000	$ 36.81	0%	12	$ -
Tenant Services Specialist	PAUL	$ 71,000	$ 39.01	0%	12	$ -
Tenant Services Specialist	RIVERA	$ 71,000	$ 39.01	0%	12	$ -
Trainer	ADAMS	$ 67,000	$ 36.81	0%	12	$ -
Program Director	BERMUDEZ-O	$ 115,000	$ 63.19	0%	12	$ -
Trainer	CACERES	$ 68,000	$ 37.36	0%	12	$ -
Coordinator	TESFAYE	$ 80,000	$ 43.96	0%	12	$ -
Personnel Subtotals		$ 2,428,000.00				$ 323,029.00

Fringe Benefits (Max 20%)	$ 64,606.00
Total NBAP Grant Personnel Costs	$ 387,635.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	10/1/2025 - 9/30/2026
FISCAL YEAR:	FY 2026
TARGET SERVICE AREA (if applicable):	NRSA WARD 7-8
WARD (if applicable):	7, 8
TYPE OF ACTIVITY:	Housing Counseling

Instructions: *Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$ 825,484.00	$ -	$ 825,484.00
Consultants	$ -	$ -	$ -
Space	$ 50,693.00	$ -	$ 50,693.00
Utilities	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Consumables	$ -	$ -	$ -
Marketing & Outreach	$ -	$ -	$ -
Training	$ -	$ -	$ -
IT Services & Support	$ -	$ -	$ -
Travel	$ -	$ -	$ -
Equipment	$ -	$ -	$ -
	$ -	$ -	$ -
Total Direct Cost	$ 876,177.00	$ -	$ 876,177.00
Total Indirect Costs (De Minimis Cost Rate 15%)	$ 123,823.00	$ -	$ 123,823.00
Total Costs	$ 1,000,000.00	$ -	$ 1,000,000.00

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)

NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2026
PERIOD SERVICE DATES:	10/01/2025 to 9/30/2026
TYPE OF ACTIVITY:	Housing Counseling

Instructions: *Please add number of rows for this portion of your budget as needed.*

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
Sr Program Director	CHENG	$ 141,000	$ 77.47	3%	12	$ 3,823.00
Program Director	CLARKSON	$ 101,000	$ 55.49	13%	12	$ 13,632.00
Counselor	ALDANA	$ 78,000	$ 42.86	45%	12	$ 35,312.00
Sr. Counselor	CAMILO	$ 85,000	$ 46.70	44%	12	$ 37,792.00
Program Director	HAMILTON	$ 106,000	$ 58.24	44%	12	$ 47,123.00
Coordinator	KNOTT	$ 97,000	$ 53.30	43%	12	$ 42,163.00
Counselor	ORELLANA	$ 85,000	$ 46.70	44%	12	$ 37,792.00
Program Manager	SALMERON	$ 95,000	$ 52.20	44%	12	$ 42,240.00
Program Director	KING-AGUILAR	$ 106,000	$ 58.24	0%	12	$ -
Intake Specialist	ORTEGA	$ 67,000	$ 36.81	0%	12	$ -
Eligibility Specialist	BLANCO-GUZMAN	$ 69,000	$ 37.91	0%	12	$ -
Manager	CATTERTON-A	$ 104,000	$ 57.14	0%	12	$ -
Eligibility Specialist	FLORES-S	$ 63,000	$ 34.62	0%	12	$ -
Eligibility Specialist	HERNANDEZ-y	$ 72,000	$ 39.56	0%	12	$ -
Eligibility Specialist	PAIZ	$ 66,000	$ 36.26	0%	12	$ -
Eligibility Specialist	SASU-C	$ 76,000	$ 41.76	0%	12	$ -
Program Director	TINSLEY	$ 110,000	$ 60.44	40%	12	$ 44,004.00
Tenant Services Specialist	ACKERMAN	$ 70,000	$ 38.46	34%	12	$ 23,760.00
Program Director	BALLANTYNE	$ 123,000	$ 67.58	39%	12	$ 47,724.00
Tenant Services Specialist	CANCHESTER	$ 70,000	$ 38.46	35%	12	$ 24,504.00
Program Director	HENNESSY	$ 105,000	$ 57.69	35%	12	$ 36,924.00
Tenant Services Specialist	JONES	$ 67,000	$ 36.81	35%	12	$ 23,448.00
Tenant Services Specialist	PAUL	$ 71,000	$ 39.01	35%	12	$ 24,852.00
Tenant Services Specialist	RIVERA	$ 71,000	$ 39.01	37%	12	$ 26,036.00
Trainer	ADAMS	$ 67,000	$ 36.81	48%	12	$ 32,244.00
Program Director	BERMUDEZ-O	$ 115,000	$ 63.19	63%	12	$ 72,504.00
Trainer	CACERES	$ 68,000	$ 37.36	49%	12	$ 33,186.00
Coordinator	TESFAYE	$ 80,000	$ 43.96	49%	12	$ 38,640.00
Personnel Subtotals		$ 2,428,000.00				$ 687,903.00

Fringe Benefits (Max 20%)	$ 137,581.00
Total NBAP Grant Personnel Costs	$ 825,484.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director		3/17/25
2. Chris Earley, Deputy Director		3/13/25
3. Julia Wiley, General Counsel		3/13/25
4. Bill Winston, Associate Director of Community Services		3/13/25
5. Ernest Merchant, Program Analyst		
6.		

SUBJECT:

Director's Comments:

Action							
APPROVAL ☒	CIRCULATE ☐	CORRECTION ☐	FILE ☐	FYI ☐	INVITATION ☐	MEETING ☐	SIGNATURE ☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Housing Counseling Services, Inc.- NBAP FY25 Housing Services $2,010,000.00

Grant 2025-04

Originating Office

FROM:E. Merchant	TELEPHONE NUMBER:
DATE:3/13/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE: OFFICE OF THE DIRECTOR MAR 17 '25 PM2:37

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

MAR 17 2025

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Ernest Merchant
Program Analyst

Date: March 13, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Housing Counseling Services, Inc.**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$2,010,000.00**
ATTACHMENTS:	**FY25 Grant Agreement #2025-04** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

DISTRICT OF COLUMBIA.

COMMUNITY SERVICES
HOUSING COUNSELING SERVICES

GRANT AGREEMENT

BY AND BETWEEN
THE DISTRICT OF COLUMBIA
AND

HOUSING COUNSELING SERVICES INC.

This Grant Agreement ("Grant" or "Agreement"), is made effective as of March 13, 2025, ("Effective Date"), by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the D.C. Department of Housing and Community Development (hereinafter referred to as "Department," "DHCD" or "Grantor") and Housing Counseling Services, Inc., a District of Columbia non-profit corporation Grantee [DUNS No. Unique Entity Identifier (UEI) NA6MQB4FM3C1] (hereinafter referred to as "Grantee") with its principal place of business at 2410 17th St NW Ste 100 Washington DC 20009. Grantor and Grantee shall be collectively referred to herein as the "Parties."

RECITALS

1. The Department with offices at 1909 Martin Luther King Jr Avenue SE, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975, D.C. Official Code§ 6-1001 *et seq.*, and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Department is authorized to fund community based non-profit organizations that provide housing counseling services for low- and moderate-income persons.

3. On June 7, 2024, the Department published a Notice of Funding Availability ("NOFA") in the D.C. Register, which announced the forthcoming issuance of the Fiscal Year ("FY") 2025 Request for Applications ("RFA") for the Neighborhood-Based Activities Housing Counseling Services Program ("HCSP"). The RFA was issued on June 21, 2024, that solicited applicants to provide services to District of Columbia ("District") residents as a part of the Department's HCSP. HCSP includes Public Services ("PS"), and Non-Public Services ("NPS") as defined in Section I herein. U.S. Department of Housing and Urban Development ("HUD") approved counseling agencies employing one or more certified HUD counselors are eligible to provide both PS and NPS services, while organizations which do not have HUD approval status may provide PS services only. The RFA included an opportunity for applicants to provide one or more of seventeen (17) services listed in the RFA. These services include HUD-approved counseling in keeping with 24 CFR 5.100 and related Federal regulations (in 2 CFR Part 200, and 24 CFR Part 214) as well as services related to local DC programs which are administered by the Department. The RFA and the requirements set forth therein are also incorporated by reference herein.

4. The Grantee's RFA application demonstrates that its organization possesses project management, and organizational and administrative capacity to successfully perform as a nonprofit grant subrecipient under the Department's HCSP, and accordingly DHCD has determined to award a grant to the Grantee in FY 2025 ("25" or "2025").

5. The Grantor proposes to fund HCSP grant activities in FY 2025 from its allocation of Community Development Block Grant ("CDBG") funds authorized by Title I of the U.S. Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), 24 CFR Part 570.

6. As a condition precedent to disbursement of the Grant proceeds to Grantee for the sole and exclusive purposes described in Exhibit A (which includes the "Statement of Work" and the approved "Workplan", both attached hereto and made a part hereof), the Department requires that Grantee enter into this Agreement setting forth the terms and conditions of the Grant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are hereby incorporated by reference and made a part hereof.

Section I. **Definitions.**

A. As used herein, the following terms shall have the meanings indicated:

a) **Fiscal Year**: All references to Fiscal Year(s) ("FY") herein refer to the District Government fiscal year which is October 1st to September 30th
b) **Neighborhood Revitalization Strategy Area** ("NRSA") refers to the HUD approved areas of Wards 7 and 8 which have been designated as strategic areas for revitalization. Services to Ward 7 and Ward 8 regardless of whether Public Service or Non-Public Service, attributed to the NRSA.
c) **Non-Public Services** refers to 24 CFR 5.100 counseling services provided to clients in connection with the purchase of a specific home. All other 24 CFR 5.100 counseling is Public Service.
d) **Public Services** refers to all other services and may include group training and/or one on one counseling.
e) **Performance Periods**: The Performance Period is defined as the start date and end date for which Grant funds are awarded to execute an approved Workplan and Statement of Work in keeping with the RFA for FY 2025. (See Section IV below.)

Section II. **Exhibits.**

The Exhibits listed below and the terms and conditions of the same are incorporated herein and made a part of this Agreement.

A. Services to be Provided
- Statement of Work
- Section 3 from the FY 25 RFA: Services
- Workplan as approved by the Grantor

B. Budget
- Schedules A (3-1) and A (3-2) for the First Performance Period

C. Required Reporting Forms
- Monthly Performance Report on group trainings/orientations/workshops and one on one counseling (in connection with the Statement of Work and Workplan), as well as reports on DHCD certificates issued, outreach and marketing activities, and upcoming group trainings.

- Quarterly Beneficiary Data and Demographics for each of the following (a) PS, (b) NPS, and (c) NRSA activities.
- Quarterly Language Access Report (Optional)
- Quarterly Banking Report (as applicable)
- Quarterly Procurement Report (as applicable)
- Quarterly Submission of Minutes of Board of Directors Meetings

D Method to determine Client Eligibility for Services
E Budget Modification Form
F Drug Free Workplace Certification
G Service Area Eligibility
H Insurance Requirements
I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Section III. Grant Award

A. The Department shall make a Grant of the District's CDBG Entitlement Grant Federal Award No: B-24-MC-11-0001 ("CDBG Federal Award") to Grantee in an amount not to exceed Two Million Ten Thousand Dollars and No Cents ($2,010,000.) (the "Grant") and is allocated as follows:

Sources and Uses of Funds:

Public Service ("PS") [CDBG EN]	$ 1,024,810.56
Non-Public Service ("NPS") [CDBG EN]	$ 315,189.00
NRSAs Ward 7 and Ward 8 [CDBG EN]	$ 670.000.44
TOTAL CDBG [EN]	$ 2,010,000.00

Notwithstanding the source of funds designated above, the Grantor reserves the right to provide funding from another source(s). In all instances, applicable Federal and District laws and regulations shall apply regardless of the funding source. The Grant award shall be used to fund a range of services which HUD has defined as Housing Counseling Services: Public Services and Non-Public Services by a HUD Approved Counseling Agency ("HCA").

The specific Grant activities are described in Exhibit A (attached hereto) which includes
(a) the Statement of Work,
(b) Lines of Services - Section 3.2 of the Request for Applications (RFA), and

(c) The approved Workplan
(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

C. The Grant services will benefit low-and-moderate income persons living in the District of Columbia. In keeping with recent Presidential Executive Orders, Grantees should only use grant funds for US citizens and should maintain such documentation to prove citizenship.[17]

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as Exhibit B. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.

D. The Catalog of Federal Domestic Assistance ("CFDA") number is 14.218.

E. The Uniform Administrative Requirements for Federal Grants are applicable to this grant award and are available online at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1. Also, the Grantee must comply with the Community Development Block Grants regulations 24 CFR part 570 that govern this award and other related HUD regulations, which are incorporated herein by reference.

Section IV. Grant Term and Periods of Performance

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2025. During this term, there are two Performance Periods. The First Performance Period is the Effective Date to September 30, 2025. The Second Performance Period is October 1, 2025, to December 31, 2025.

Funding for each Performance Period is in the sole discretion of the Grantor and requires meeting all due diligence requirements prior to award.

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[17] Examples of such document may include copies of unexpired state issued Real ID identification or driver's license, unexpired US passport or US passport card, active duty Military ID, current Green Card or Naturalization documents with state issued photographic identification.

The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of Grant funds or other Grant assets.

Section V. Statement of Work/CDBG Eligible Activities/Eligible Costs/Business Operations

A. CDBG Eligible Activities

1. Grantee shall use the CDBG Grant proceeds solely to fund Grantor-approved service activities that are intended to provide services and empower low- and moderate- income persons in the District of Columbia to make informed housing choices and achieve their housing goals, whether it's finding affordable rental housing, purchasing a home or obtaining financial assistance for critical home repairs.

The best way to provide this critical information to a client in order to assist them in their decision-making process is to adhere to 24 CFR 5.100[18] [in which a HUD certified counselor conducts (1) intake (2) financial and housing affordability analysis with affordability calculation (3) an action plan and (4) follow-up counseling to implement the action plan and achieve its stated goals].

The Grant services to be provided are described in Exhibit A. This description includes the major tasks, activities and project deliverables to be provided under this Grant. The Grantor reserves the right to alter or change the District of Columbia program requirements including eligibility, services provided, service methodology, service delivery and program goals during the performance period.

The proposed Grant activities are CDBG eligible activities pursuant to 24 CFR 570.201(e).

2. Grantee shall sponsor outreach events that inform the community about the Grant activities and participate in other community events as requested by Grantor.

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[18] 24 CRF 5.100: "Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling."

3. The Grantee must retain records which demonstrate that each activity funded under this Grant is CDBG eligible and document the amount of CDBG funds expended for each activity. This includes the activity itself, the outcomes, and the records concerning beneficiaries in keeping with subsection (B)(2) below receiving services. Any authorizations needed together with beneficiary statistical information should be obtained by the Grantee during intake or registration. HUD does not grant exceptions or authorize the District to make exceptions to this requirement.

B. CDBG National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention of slums or blight; 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. The Grantee certifies that the CDBG-assisted activities to be carried out under this Agreement will meet the National Objective of primarily benefiting low- and moderate-income persons (limited clientele activities) in accordance with Federal and District Requirements. The minimum threshold requires that at least 51% of the households served with CDBG funding must be low- and moderate-income households; provided however, that a Grantee whose application claimed additional scoring points for agreeing to provide Grant services to more than 51% low- and moderate-income beneficiaries, must adhere to the percentage they elected in their application.[19]

In accordance with the Grantee's election in their Application for a grant award and for receiving additional points in scoring, the Grantee has agreed to exceed the minimum requirement and to serve at least 90% low- and moderate-income beneficiaries.

Note: This percentage cannot be decreased as it was used for scoring in a competitive round of funding.

4. The Grantee shall disclose to any client that services are provided free of charge by a Grant funded by DHCD using Federal funds and therefore the Grantee has certain reporting

[19] In responding to the RFA published June 21, 2024, applicants were given the opportunity to receive additional points in scoring for committing to exceed the CDBG minimum threshold to either a 75% minimum or a 90% minimum.

requirements in order to provide the Grant services free of charge. The Grantee shall use appropriate forms to obtain a client authorization, as required, to comply with the terms of this Agreement and to meet HUD reporting requirements,

C. Staffing

Where HUD requires services are to be provided by a Certified HUD Housing Counselor, the Grantee shall comply with that requirement and not permit services reserved to HUD certified counselors to be provided by others.

To the extent applicable, Grantee agrees to secure the services of qualified personnel that are licensed and bonded in the District of Columbia to perform the CDBG Federal Award activities and services listed in Exhibit A.

Any changes in personnel or their general Grant responsibilities as set forth in Exhibit A are subject to the prior written approval of DHCD. In this regard, it is essential that the Grantee immediately report terminations and proposed new hires to the Grantor.

D. Business Operations

1. Grantee shall observe business hours of operation onsite in their service location(s) that align with District Government hours of operation specifically Monday through Friday 9:00 am to 4:30 pm (DC holidays excepted)[20] and shall ensure that sufficient staff are on site at Grantee's place of business to carry out Grant services.

2. During the hours of operations, Grantee shall have live answered telephones for incoming calls. If the Grantee's phone system utilizes an auto-attendant function or voicemail, announced option to the caller must include an option to press a certain key (such as "0" for an Operator) to be connected to a staff person in real time who can answer and field questions, redirect a caller to a staff person who can address a caller's inquiries, or provide registration information. DHCD and other DC agencies such as the Office of the Attorney General may check Grantee's compliance with this requirement from time-to-time.

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[20] DC Holidays include New Year's Day, Dr. Martin Luther King, Jr. Holiday, Washington's Birthday, DC Emancipation Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Day.

E. Grantee may offer clients virtual appointments as well as virtual group informational or educational activities, but Grantee shall also provide clients an option for in-person services (including both in-person one on one appointments as well as some in-person group informational or educational activities.) The Grantee shall not refuse in-person services to DC residents.

F. Housing Resource Center (HRC) and Late Night Hours: As required by the RFA, "Applicants selected for the award shall participate (in a regular rotation) in staffing onsite at the Department's Housing Resource Center (HRC). The HRC provides services to DC residents by appointment and walk-ins." The HRC is located in the Grantor's offices at 1909 Martin Luther King Jr Av SE. The HRC coordinator, in conjunction with the Associate Director for Community Services, will develop a schedule in consultation with Grant subrecipients for staffing the HRC on a rotating basis on weekdays.

RFA applicants were awarded additional points in their score by committing to "Extended Office Hours." The options included providing office hours until 7:00 pm at least one (1) day a week in their office location and/or until 7:00 pm at least two (2) days a month in the HRC.

In accordance with the Grantee's selection in their Application for grant award and funding, the Grantee has committed to serve Extended Office Hours Extended Office Hours until 7:00 pm one (1) day a week in their office and one (1) day in the HRC.

Section VI. Disbursement/Required Support Documentation

A. Reasonable, Allowable, Necessary, Allocable

1. Grantee may request reimbursement for actual expenses incurred to provide services and as described in the Grant Budget (A 3-1 and A 3-2). Requests must meet all four criteria: reasonable, necessary, allowable, and allocable. (2 CFR 200.305)
   a. ***Allowable costs.*** Reimbursements are limited to the expenses directly related to activities supported by the grant activities and are subject to the regulations of the Federal and District Governments. Expenses related to activities should be necessary, reasonable, allowable and allocable.
   b. ***Limitations on allowable costs.*** A grantee may not use an indirect cost rate to determine allowable costs under its grant.
   c. Some ***Unallowable costs.*** Expenses that are not allowable include (but are not limited to) sales tax, late fees, debts, tips & gratuities, food, alcohol, controlled substances, cash reserves or investments, money given to individuals (including

donations, grants or loans), contributions to organizations, costs of fundraising, fund development, grant writing, advocacy, lobbying, and purchase of goods or services for personal use or benefit.

2. In addition, Grantee must demonstrate to the reasonable satisfaction of the Grantor that Grant performance milestones have been achieved. All requests for payment of eligible expenses shall be associated with the budget line items specified in Exhibit B (Budget Schedule A (3-1), estimated cost invoices and satisfactory Grant performance.

3. Grantees may not be reimbursed for expenses paid through Cash app or other similar peer-to-peer payment platforms, since such platforms create issues for recordkeeping, auditability, and compliance with grant regulations.

4. The Grantee shall not supplant funds or seek reimbursement for expenses that may be reimbursed by another grant (Federal, District, or private) either prior to or subsequent to reimbursement by the Grantor.

5. The Grantee must have the capacity for bookkeeping and accounting services required to track Grant expenses and create payment requests in keeping with Federal and District requirements, either on staff or by a third-party contractor.

6. The Grantee shall create and submit payment requests in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the Grantee to create and submit invoices by selecting the applicable purchase order number which is listed on the Grantee's profile.

7. All Grantees must be registered in the portal prior to invoice submission. The vendor portal website is **https://cfo.dc.gov./supplier_portal**. Please log onto the portal for further details and instructions. Questions can be submitted to **suppliers@dc.gov**.

B. Form of Submission of Payment Requests

1. The cover sheet to the reimbursement package must be the 30A Form of the Department [RCSD DHCD 306A Revised October 2024]. No other cover sheet is needed. This form should contain the Purchase Order Number, the IDIS Number, and the Partial Payment Number in accordance with Department's guidelines.

Payments requests are contingent upon certification by the Grantee in the following form as contained on the 306A (RCSD DHCD 306A Revised October 2024). The Certification is to be made by the chief executive officer, or the chief financial officer or the chief operations officer if the Governing Board has authorized this officer to act on behalf of the board to sign.

"I certify that all items, quantities and prices of work and material shown in the requisition are correct to the best of my knowledge and belief. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information , or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812." (2 CFR 200.415)

2. Page 2 and Page 3 shall be the Reimbursement Request A 3-1 and A 3-2.

3. Page 4 shall be the Invoice Cover Sheet with:
   a. A unique identifier (e.g. a row number or brief alphanumeric code) shall be assigned by the Grantee to non-personnel invoices and with the same unique identifier marked on each and every supporting document (e.g. receipt, proof of payment, cancelled checks, contracts, scopes of works, services rendered, vendor statement or document, Grantee's notes) submitted. The unique identifier shall be listed on the invoice cover sheet.
   b. Vendor's name
   c. Remittance address
   d. Invoice number
   e. Invoice date
   f. Contract number (also known as Grant Number)
   g. Purchase order number (if any)
   h. Invoice Amount
   i. The Amount which the Grantee is requesting reimbursement
   j. Quantity of goods/services delivered. Deliverables. Shipping and payment terms
   k. Other substantiating documentation that justifies and supports the payment request.

4. Page 4 and subsequent pages as needed shall include the supporting documents for the reimbursement request including signed timesheets, payroll reports, invoices from vendors marked as described above. (See Section E below.)

C. HUD Related Requirements

1. Federal regulations require that reimbursement under the Grant is tied to (a) beneficiary data reporting and (b) program performance. Failure to meet reporting deadlines for performance and/or beneficiary service data will suspend temporarily the processing of Grantee payment requests. Staff unavailability does not waive the requirement to meet reporting deadlines, and Grantee shall ensure that adequate staff are trained or cross-trained to prepare and submit reports timely.

2. The Grantee should be aware that HUD maintains an *Integrated Disbursement and Information System* ("IDIS"), a database in which the Grantor must make reports during the performance period on each Grantee's account. HUD flags subrecipient accounts when reporting is not provided by a deadline. Such a flag shall constitute a default. Multiple flags or failure to meet the conditions for HUD to remove a flag may result in suspension or termination in keeping with Section XII (C) of this Agreement.

D. Schedule for Submission of Reimbursement Requests

1. Requests for reimbursement shall be submitted in a timely manner by the date due. Failure to meet a deadline shall constitute a default.

2. On the 10th day of each month, the Reimbursement Request shall be for the prior month; provided however, the September reimbursement request must be submitted earlier in October on the date specified by the Office of the Chief Financial Officer of the District of Columbia, which is usually between the 5th and 7th day of October. *(Grantee may wish to use other funding sources for the late September payroll to facilitate meeting the deadlines.)*

3. In order to close-out the grant by September 30th, the October request should be the only request submitted in September.

4. The monthly schedule for submission is as follows:

Month	Due Date
March	April 10th
April	May 10th
May	June 10th
June	July 10th
July	August 10th
August	September 10th
September	October 5th or 7th as specified by the DC CFO
October	November 10th
November	December 10th
December	January 10th
January	February10th
February	March 10th

5. As applicable, expenses incurred pursuant to a project commitment in IDIS that has been approved by the Grantor and are otherwise eligible for reimbursement at the Grantor's sole discretion, may be reimbursed, regardless of when those expenses were incurred.

E. Source Documentation

1. All costs and obligations incurred under this Grant Agreement must be supported by source documentation (e.g. invoices, receipts, contracts, canceled checks, etc.). Documentation may also include approved time distribution sheets and certified payroll reports for employees and contracts.

2. The Grantee must satisfy all documentary requirements to the reasonable satisfaction of the Grantor prior to the disbursement of Grant funds.

F. Requirements Applicable to Disbursed Funds/No Escrow

1. Grantee shall not escrow Grant funds. However, nothing shall prohibit the Grantee from supplementing funding for these activities from other sources including other grants, funders or donors.

2. Any cash advances disbursed pursuant to this Agreement must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate

cash requirements of the Grantee in carrying out the purpose of the Grant. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct Grant program or project costs and the proportionate share of any allowable indirect costs.

3. If at any time it is determined that more Grant funds are disbursed to Grantee than what was required by the Grantee's immediate disbursement needs, Grantee shall immediately return to Grantor the excess funds.

4. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations or fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee.

G. The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect cost rate, as further described in Section (C)(4) and Section (C)(5) (Reporting Requirements) below.

H. In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant proceeds within three (3) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant proceeds, unless another date shall be agreed to be the parties in writing. The Grantor reserves the right to recover such losses by any legal remedy available.

Section VII. Budget Modifications

A. Any amendments to the budget (change in the amounts specified in the individual cost categories set forth in Exhibit B). may be approved by the Grant Administrator, so long as the total amount of the budget is not exceeded.

B. Any increase in the total Grant amount must be approved by the Director of the Department. If the change is made at the request of the Grantee, the request shall be in writing dated and shall be submitted on a Budget Modification Form, attached hereto as Exhibit E.

1. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and dated using the appropriate excel format or the appropriate online portal if available.

2. The Grantee shall make modification requests by June 1st, to allow sufficient time for processing prior to the start of the fourth quarter of the fiscal year. No more than two modifications may be required in the performance period. Requests for modification to the budget shall not be approved after June 1, 2025, except for extenuating circumstances specified in writing, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion.

3. The Department will not approve reprogramming of personnel funds for positions not filled in compliance with this Agreement and Grantee's personnel policies submitted to Grantor. If at any time DHCD requires a more detailed budget breakdown than the one contained herein, the Grantee shall provide such supplemental budget information in a timely fashion and in the form and content prescribed by DHCD.

Section VIII. Conditions Precedent to Grant Closing and Grant Disbursement

Grant closing shall mean the date on which Grantee has satisfied all conditions precedent to execution to the satisfaction of the Grantor, at which time both parties have executed and delivered the Grant Agreement. No Grant proceeds shall be disbursed prior to Grant closing.

The following conditions must be met prior to Grant closing:

A. Eligibility Determination. Determination by the Grantor that Grantee's proposed Grant activities meet eligibility and national objective requirements specified by the CDBG Program regulations at 24 CFR §§ 570.200 through 570.209. Grantor has determined that the proposed Grant activities are eligible for CDBG Program funding pursuant to 24 CFR 570.201(e) (provide housing counseling services to low- to moderate-income households).

B. Environmental Clearance. Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historic preservation reviews, and HUD has issued an approval of the release of funds.

C. Due Diligence Submissions. The following items must be delivered to DHCD for approval prior to Grant execution and Grant closing:

1. Articles of Incorporation, organizational by-laws and certification of nonprofit status.
2. Board/Corporate Resolution, memorializing
   a. the Grantee's intent to enter into this Agreement
   b. identifying the total Grant amount of the award
   c. identifying the Grant Number
   d. identifying the funding source(s) of the award, and
   e. identifying the authorized person by name and title who is authorized to sign on behalf of the corporation to enter into this Agreement.
3. Certificate of Good Standing
   a. issued by the DC Department of Licensing and Consumer Protection (DLCP)
   b. certified within 6 months of the Effective Date of this Agreement.
4. Certificate of Clean Hands
   a. issued by the DC Office of Tax and Revenue (OTR)
   b. certified within 90 days of this Agreement.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia to carry out the Grant activities.
6. Evidence that Grantee has obtained insurance, as provided in Exhibit H. If the renewal period for any insurance requirement occurs during the Grant performance period, the Grantee is required to submit to the Grantor evidence (Certificate Of Insurance) of insurance renewal to cover the remaining Grant performance period.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Effective Date.
8. An Affirmative Action Plan ("AAP") must be submitted by the Grantee for review and approval by the District prior to Grant execution and the disbursement of any Grant proceeds. The AAP shall be in a form to be determined by the District and must detail the Grantee's efforts to comply with the District's goals for achieving equal employment in District government contracts and set forth specific standards for the utilization of minorities in all job categories, as required by Mayor's Order 85-85 and District law.
9. Drug-free Workplace Certification (Exhibit F).
10. Debarment affidavit and verification confirming that Grantee is not debarred or suspended or otherwise excluded from or ineligible for participation in federal or District assistance programs under Executive Order 12549 or District law.

D. Opinion of Counsel. Grantee shall submit a written opinion of the Grantee's attorney, which states that the attorney has read the Grant documents and that the Grantee:

- Is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary.
- Has the full authority and legal right to carry out the terms of this Grant Agreement and all documentation required hereunder to be executed by Grantee; and
- Has taken all actions to authorize the execution, delivery and performance of this Grant Agreement and any documents required to be executed in connection with the Grant according to their respective terms

The Opinion shall further state that none of the aforesaid actions, undertakings or agreements violate any restriction, term, condition or provision of the Grantee's organizational documents or any contract or agreement to which Grantee is a party or by which it is bound. The Opinion must identify the Grant Agreement by name and Grant number, and the counsel must specifically identify the documents upon which the Opinion is based.

E. Current on District Obligations. Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant, including all local taxes and charges affecting Grantee's business.

F. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Proceeds, including, but not limited to the Council of the District of Columbia and the Chief Financial Officer of the District of Columbia.

G. Clearance Approval issued by the DHCD Office of Program Monitoring.

Section IX. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. The Grantee shall cure all report deficiencies identified by the Department and resubmit for approval by the Grantor within 14 calendar days of the notification. The requirements of monthly and quarterly reports [VII.(A) and (B) are in Exhibit C.]

A. Monthly Reporting

Monthly Performance Reporting. The Grantee shall use the online reporting portal provided by the Grantor and shall provide a complete performance report by the 10th day of each month reporting on Grant activities, accomplishments and performance of the prior month. Failure to submit the report by the tenth day of the month following the end of each

month shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

B. Quarterly Reporting

On the 10th day of January, April, July, and October, the following quarterly reports for the previous three months shall be due and provided by the Grantee in the form and method required by Grantor:

1. Quarterly Report on **Beneficiary Data and Demographics** (separate reports for PS, NPS and NRSA).

2. **Banking Report** (as applicable)

3. **Non-expendable Equipment Inventory Report** (as applicable) (the purchase or lease of non-expandable equipment). The purchase of all computer equipment must have prior approval from the Department.

4. **Procurement Report** (as applicable).

5. Copies of the **Minutes of the Board of Directors** meetings, which took place during the previous quarter; and

6. **Language Access Report** (optional) – If services are provided in languages other than English, we encourage a language access report to be made.

Failure to submit any or all Quarterly Reports by the tenth day of the month following the end of a quarter shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

C. Additional Report Requirements

The following reports are due to the Department within the timeframes indicated below. If these documents were previously submitted, they must be updated and resubmitted.

1. Fringe Benefits Report

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects funded from the proceeds of this Grant shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefits rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the change. The report shall be submitted to DHCD within fifteen (15) days of Grant execution.

The fringe benefits rate for any personnel costs funded by this Grant shall not exceed 20% of the base salary rate indicated in Schedule A Form A (3-2) of the budget (Exhibit B).

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to the date of the Offer Letter.

All personnel costs approved under this Grant Agreement must be filled within ninety (90) days of Grant execution or within ninety (90) days of the vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than ninety (90) days, whether intermittent or consecutive, at any time during the Grant period may result in the loss of funds for the position.

Grantee must submit transcripts of training or continuing education for individual staff and counselors to the Grantor.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with CDBG funds, in accordance with the requirements specified in 2 CFR Part 200 (Exhibit D). The property inventory list must include, at a minimum, a short

description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

a. The Grantee shall submit a budget and Cost Allocation Plan showing its direct and indirect costs and the allocation of such costs to the Grantee's activities, including the administration of the activities and services provided under this Agreement. The plan must show all allowable and unallowable costs and how such costs are included in the direct and indirect costs in accordance with 2 CFR Part 200.

b. A current Cost Allocation Plan must be submitted no later than thirty (30) days following Grant execution.

c. The Cost Allocation Plan must include all sources of funding for the Grantee, including this, Grant and to which program/cost centers each source has been applied using the Grantee's chart of accounts (referencing individual budgetary line items).

The Grantee must provide:
i. the total amount of funding from each funding source,
ii. the total staff employed by the Grantee, regardless of funding source, staff allocation per grant/program and the estimated percentage of time spent per grant program.

d. As required by HUD, the Cost Allocation Plan is subject to approval by the Grantor. The Grantee shall cure any defects or omissions in the Cost Allocation Plan within 60 calendar days of the notice to cure.

e. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. The waiver request must detail the reasons for the waiver request and include a copy of the relevant audited financial statements.

f. Claims for reimbursement of documented Grant expenses shall comply with 2 CFR Part 200 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.

5. Indirect Cost Rates

a. Grantees may request reimbursement for indirect costs based on their Cost Allocation Plan. The Cost of Allocation Plan must be reviewed and approved by the Grantor. The Grantee is required to keep records of the expenses charged to the Indirect Cost Rate for monitoring and close-out.

Grantees with Indirect Cost Rates are required to use their indirect cost rate. Grantees with provisional rates must demonstrate the rate is not expired or that it is currently used by a Federal Agency in awarding Federal funds to the Grantee during the current Fiscal Year. Other Grantees may use the Federal *de minimis rate* of 15%. In either case (*De Minimis rate* or Federally Approved rate), Grantee shall maintain records (available during monitoring, or close-out or upon request) indicating which costs in the cost allocation plan and the dollar amount have been attributed to the Indirect Cost.)

Indirect cost rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with supporting documentation. DHCD will not make adjustments to indirect cost rates after June 1st.

The Grantor does not issue or award Indirect Cost Rates.

Grantees who wish to obtain a Federally authorized Indirect Cost Rate are encouraged to contact the "Cognizant Agency" which is the US Department of Health and Human Services.

b. For all personnel costs funded under this Agreement, Grantee must maintain documentation for use of indirect cost funding and provide the same when requested for verification of expenditures in keeping with the approved cost allocation plan, including, but not limited to cancelled checks, employee signed and supervisory approved employee time sheets, invoices and bank records.

c. Expenses charged to an indirect cost rate must be accompanied by and cross-referenced to and reconciled with an independent audited financial statement, which accounts for all (grant funded and non-grant funded) activities by the Grantee during the fiscal year in which the indirect cost rate is based.

6. Organizational Audit

Grantee must submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year.

Note to All Grantees: All Grantees must ensure their financial records are available for review or audit by appropriate officials of the Federal Government and the District Government.

7. Auditor's Management Letter.

Grantee shall submit an auditor's Management Letter to the Grantor at the time it submits the annual audit.

8. Procurement Policy. Accounting Policies and Procedures. and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution, the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of the Grant. These policies and procedures shall be in accordance with the requirements of 2 CFR Part 200. The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

If the Grantee has previously submitted these documents, and the documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a certified statement (the "Re-certification Letter") to the Grant Administrator indicating when the most current document was submitted to the District and certifying that no changes to these policies and procedures have since been made.

Intentionally Blank

D. Summary of Report Deliverables and Receipt Due Dates:

	Report	Receipt Due Date
1	Monthly Performance Report	No later than the 10th day of each month
2	Quarterly Beneficiary Data	No later than January 10th, April 10th, July 10th and October 10th – a separate report for each use: PS-NPS-NRSA
3	Language Access Report (Optional)	No later than January 10th, April 10th, July 10th and October 10th
4	Fringe Benefits Report	Within 15 days of Grant execution
5	New Hires/New Employees Information (Job Description & Resume) HUD certificate if certified counselor	10 Days prior to the Offer Letter of Employment being sent to the candidate
6	Notice of Vacant Position	Within 10 days following the vacancy
7	Non-expendable Equipment Report	Within 15 days of Grant execution and quarterly thereafter
8	Procurement Policies and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
9	Accounting Manual and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
10	Cost Allocation Plan (based on and tied to the most recent audit)	Within 30 days of Grant execution
12	Independent Financial Audit	Within 90 Days of the Close of the Grantee's Fiscal Year

	Report	Receipt Due Date
13	Single Audit Report (if applicable)	Within 30 Days of submission to the Federal Audit Clearinghouse
14	Auditor's Management Letter	Submitted with the submission of the Audit
15	Requests to revise Budgets and/or Workplans	Prior to the 1st day of June
16	Grantee's Close-Out Report (Section XV.) Inventory Report & Annual Report	Within 90 Days of the end of the Term of the Grant.
17	HUD 9902	Within 30 Days of Submission to HUD
18	HUD Monitoring Report	Within 30 Days of Receipt from HUD monitor or the HUD intermediary monitor.

Section X. Accounting/Audit Requirements

A. Accounting System

1. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in Exhibit B.

2. Accounting records should be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.

3. Any funds provided to the Grantee or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest-bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

Grantee shall submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year, contingent on the following:

1. Grantees receiving an aggregate of $1,000,000 or more from all funders in Federal funds must in accordance with Federal regulations obtain an independent audit (Single Audit Act of 1984 , Single Audit Amendments Act of 1996, and 2 CFR Part 200). A standard audit may be supplied pending the completion and submission of the Single Audit.

2. Grantees:
   (a) Required to be audited by any State or political subdivision(s) thereof (whether by statute or regulation) or
   (b) Who conduct an audit to submit to any government or private funder, or foundation or corporate funder or
   (c) Whose governing body or senior management obtains an audit,

   shall be required to submit that audit to the Grantor upon receipt of the same.

If the Grantee is not audited in accordance with (1) and (2) above, the following shall apply:

3. A Grantee whose corporate entity receives or expends less than $999,999 as reported to the Internal Revenue Service in the 990 Tax Return without amendments, deletions or summarized details must file with the Grantor a financial report prepared by an independent Certified Public Accountant and certified by the same that contains:
   - income statement or Statement of Activities,
   - balance sheet or Statement of Financial Position,
   - statement of Functional Expenses by program or cost centers such statement to break out separately the Grantor's funding by Grantor's program(s) separately from all programs or cost centers used.
   - statement of cash flows, and
   - independent review and certification of the financial statements including a review of the management's financial internal controls.

   In addition, the nonprofit organization must file a biennial audit that covers both years within a biennial period. See 2 CFR Part 200, Subpart F.

4. The Grantee shall fully clear any deficiencies noted in the audit reports within sixty (60) days after receipt by the Grantee.

5. . Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default of this Grant and may result in the withholding of future payments and/or debarment from participation in future Grants.

Section XI. Grant Administration

The Grant Administrator is:

William Winston
Associate Director for Community Services
DC Department of Housing and Community Development
1909 Martin Luther King Avenue SE, Room 304
Washington, D.C. 20020.

The telephone number is (771) 208-9628. All concerns regarding the technical implementation and interpretation of this Grant are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line-item changes and terms) where there is no dollar increase.

Section XII. Repayment of Grant Funds/Grant Performance Monitoring Default and Remedies

A. HUD Monitoring

The Grantee is subject to monitoring by HUD and agrees to provide all required information, data, records, files including client files, case notes, correspondence and emails, reports, beneficiary data, performance data, financial records, supporting documentation, to satisfy HUD monitoring. Notwithstanding the date of a finding by HUD, should HUD make a finding, the Grantee shall be responsible to cure the defect, and should HUD require repayment of Grant funds for any reason to the Federal Government, the Grantee shall be responsible for repayment in the amount specified by HUD. Repayment shall be made to the District of Columbia and by the District to the Federal authority in satisfaction of the HUD requirement. HUD monitoring is not confined to the performance period but extends through the record retention period provided in Section XV.

B. Grant Performance Evaluation

1. DHCD will monitor the performance of the Grantee to ensure that the goals and performance standards stated in the Statement of Work and Work Plan and RFA are being achieved according to schedule and within budget.

2. All records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. Grantee shall make timely submission of all information and/or records requested by DHCD or HUD to assess performance under the Agreement.

C. Suspension or Termination of Grant Assistance

1. In accordance 2 CFR 200.340 and 200.341 and 200.343, suspension or termination of CDBG Grant assistance may occur according to the Default provision in subsection D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner.

2. If Grantee fails to correct the substandard performance within thirty (30) days after receiving written notice from DHCD, suspension or termination of this Agreement will be initiated.

3. In accordance with 2 CFR 200.340(a), suspension or termination of Grant assistance may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

Subject to any applicable notice requirement and right to cure, the occurrence of any of the following shall constitute an event of default:

1. Failure to comply with any of the CDBG Program rules, regulations or provisions referred to in this Agreement, or such other Federal or District statutes, regulations, executive orders, District of Columbia mayoral orders, HUD rulings, policies or directives applicable to this Grant:

2. Failure to comply with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement.
3. Substandard performance by the Grantee or any of its agents under this Agreement, as determined in the sole and reasonable discretion of DHCD; or
4. Improper use of funds provided under this Agreement.

A determination of default shall be made in the sole and reasonable discretion of DHCD.

E. Remedies for Default

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of a written notice to the Grantee, Grantor may take one or more of the following actions, as determined in its sole discretion:

1. Terminate and suspend further disbursement of any remaining Grant assistance.
2. Disallow all or part of the cost of the activity or action that is not in compliance with this Agreement.
3. Wholly or partially suspend or terminate the current Grant award; or
4. Take other legal remedies that may be available.

F. Termination for Convenience

The Grant may be suspended or terminated on the basis of convenience as provided in 2 CFR 200.340(a).

G. Reversion to DHCD of Grant Assistance

1. Upon default by the Grantee under the terms of subsection D above, which has not been cured, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request the following:

i. Any Grant funds in its possession (whether or not committed),
ii. Any accounts receivable attributable to the use of Grant funds; and
iii. The portion of any income directly generated by (or the prorated proportion of) Grant funds for the activities described in this Agreement.

2. Upon final completion of the projects and activities for which CDBG funds have been provided by DHCD, expiration of the term of this Agreement, cancellation, or determination of this Agreement, the Grantee shall transfer any unspent, excess or surplus CDBG Grant funds, to include accounts receivable attributable to the use of the CDBG funds.

H. Grantor Non-Waiver

DHCD's delay or failure to act with respect to a breach by the Grantee does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section XIII. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, and 2 CFR Part 200, as deemed applicable by the Grantor. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Fund Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Organizational Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter arising from this Grant Agreement.

D. Cancellation Ceiling

In the event of cancellation of the Grant because of non-appropriation of funds for a specific fiscal year, there shall be a cancellation ceiling of zero dollars.

E. Anti-Deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, Grantor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code§ 47.105. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-Deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section XI. of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements.
2. Performing technical evaluations as required.
3. Interpreting the Statement of Work and other language in the Grant.
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with the District and other laws and regulations applicable to the Grant.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

Marian Siegel
Executive Director
Housing Counseling Services, Inc.
2410 17th Street, NW
Washington DC 20009
(202) 667-7006
mariansiegel@housingetc.org www.housingetc.org

H. Misuse of Grant Funds

Any alleged fraud, waste, abuse or mismanagement of Grant funds shall be immediately reported to the Grantor and the District of Columbia Office of the Inspector General ("OIG"). The OIG may be reached at (202) 724-TIPS (8477) and (800) 521-1639 or at oig.dc.gov

I. Nonassignability

Grantee will not sell, assign, pledge or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

Section XIV. Insurance

A. The Grantee shall obtain at least the minimum insurance coverage set forth in this Section XIV. and Exhibit H prior to the Effective Date and keep such insurance in force, as may be applicable, throughout the Grant period of performance.

B. Fidelity Bond: The Grantee must procure Fidelity Bond coverage in an amount equivalent to the total Grant budget. Pursuant to 2 CFR Part 200, Fidelity Bond coverage is required to protect the District's interest in the dollar amount of the Grant. Should Grantee be unable to procure a Fidelity Bond, Grantee shall submit proof that it has obtained general liability insurance that covers internal employee criminal activity or directors' and officers' liability insurance.

Section XV. Records Retention/Access

A. Records Retention

The Grantee shall retain all records demonstrating compliance with CDBG requirements and that are pertinent to this Grant for no less than five (5) years from Close-out of this Grant Agreement, including any extension thereof made in accordance with Section XVI. [Option to Extend] and including but not limited to Close-Out in IDIS of any HUD requirements. See Exhibit 5.1 in this link: https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-5.pdf

B. Extension of Retention Period

Notwithstanding the foregoing retention requirement in paragraph A above, if any litigation, claim, HUD monitoring or audit is initiated before the expiration of the retention period, records shall be retained for a period of not less than four (4) additional years following completion of the actions and resolution of all proceedings (e.g. litigation, claim, HUD monitoring or audit) involving the records.

C. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility, progress and achievement toward program goals and secure such records in a manner subject to applicable privacy laws. Such data may include, but is not limited to, client name, address, income level, case notes, correspondence and a description of service(s) provided. The Grantee shall use software which is HUD compliant to maintain client records. The Grantee shall transmit client records and files in a manner that is compliant with HUD's Personally Identifiable Information (PII) requirements.

D. Access to Records

All Grantee books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Grant funds shall be made available to the Department, HUD, its designee, representatives of the Inspector General of the District of Columbia or the Office of the DC Auditor at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.

E. National Objectives

The Grantee agrees to maintain documentation that demonstrates that the activities carried out with CDBG funds provided under this Grant meet the CDBG national objective of benefiting low- and moderate-income persons, as defined in 24 CFR part 570.208.

F. Copyright

If this Agreement results in any copyrightable material or inventions, DHCD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Section XVI. Federal and District Public Policy Requirements

Grantee shall fully comply with the following Federal and District policy requirements, as deemed applicable by Grantor:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federal-assisted and federal conducted programs and activities .

C. The requirements of Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

D. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.-) and implementing regulations at 24 CFR I part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

E. The requirements of Executive Order 11246, as amended by Executive Orders 11375. 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

F. The Conflict of Interest provisions of Federal and District laws strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of Federal funds to comply with 2 CFR 200.317 to 200.327 and

any sections of Title of 24 the Code of Federal Regulations concerning CDBG funding which are more restrictive than the Uniform Guidance Code for use of CDBG funds. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within (fifteen) 15 business days of execution of the Grant Agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict-of-Interest declarations to be executed by each employee and board member.

G. The Hatch Act. Chapter 15 of Title V. United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

H. The National Environmental Policy Act or other legislation implemented by 24 CFR part 58.

I. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement as Exhibit F.

J. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991H FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.

2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any grant,

or the entering into any extension. continuation. renewal, amendment of modification of any grant.

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and

c. He or she will include the language of the certification in all sub- grant awards at any tier and require that all recipients of sub-grant awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this Grant imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure, as the applicable grant shall so provide.

K. The Americans with Disabilities Act of 1990 (ADA) - Notwithstanding anything contained herein to the contrary, during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

L. The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are applicable pertaining to economic opportunities for low and very low-income persons. 24 CFR part 135.

M. First Source Program - Contractors and subcontractors of a government-assisted Project totaling $300,000 or more must comply with the District's goals for the recruitment, referral and placement of District residents. See D.C. Law 5-93, as amended, D.C. Official Code§ 2-219.01 et seq.

Section XVII. Close-Out Provisions

Activities and tasks during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor, and determining the custodianship of records (which shall remain the responsibility of the Grantee unless a determination is made otherwise). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over District appropriated funds and the record retention period, whichever is longest. Grantee shall submit the following items within the time frames indicated in this Section after completion of Grant activities or expiration or termination of this Agreement.

1. All activities are eligible, were completed and met a national objective.
2. All grant funds were expended in full, or all remaining funds are to be returned to Grantor.
3. All reporting requirements were completed and submitted (except for the final report that is submitted during the closeout process).
4. Any special conditions were met; and
5. All deficiencies or corrective actions affecting the Grant were resolved.

A. Grant Close-Out Report

The Grantee shall submit to the Grantor a Grantee's Close-Out Report ("Report") within ninety (90) days after expiration of the Grant term, termination of the Grant, or final payment for activities under this Agreement, whichever occurs later. This Report, at a minimum, shall include a narrative of the Grantee's completed tasks based on the activities, performance measures and goals set forth in the Statement of Work. The Report shall be completed using a form provided by the Grantor. The Grantee shall provide any information or data Grantor requests for Close-Out. In the Grantor's sole discretion, the reporting provided during the term of this Agreement may be accepted in lieu of the Grantee's Close-Out Report if those reports contain all information required in this section.

B. Documentation of Expenses

Within ninety (90) days after the expiration of the Grant, the Grantee shall provide to Grantor documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses.

C. Equipment Inventory

The Grantee shall submit to Grantor a list of all furniture, fixtures, equipment and vehicles purchased with Grant funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with 2 CFR Part 200.

D. Audit

The Grantee shall submit an audit or financial statement, as applicable, and as provided in Sections IX and X. of this Agreement.

E. Transfer of Records

Grantee shall, within ninety (90) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

F. Grantee's Obligations

The Grantee's obligations to DHCD remain in effect through the period of record retention as stated in Section XV.

Section XVIII. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion, and if legally permitted, extend the term of the Grant no more than two (2) times for one-year terms, or any fraction of one year, or multiple successive fractions thereof.

B. Grantor will endeavor to provide Grantee a preliminary written notice of its intent to extend at least thirty (30) days before the end of the Grant Term. The preliminary notice does not commit the District to an extension or authorize additional Grant funds to Grantee.

C. Any extension of this Grant is contingent upon the appropriation of funds for the applicable time period. However, the availability of funds shall not obligate the District to extend the Grant.

Section XIX. Total Agreement

The Grant Agreement, including specifically incorporated documents (to include the approved Statement of Work, the Work Plan, the approved Budget and the Grant attachments) constitute

the total and entire agreement between the Parties. Grantee understands and agrees to comply with the incorporated references contained in this Agreement and all applicable District and Federal laws and regulations.

Section XX. Applicable Law.

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia, unless otherwise controlled by federal law. In any proceeding relating to this Grant Agreement, each of Grantor and Grantee, hereby irrevocably submits to the jurisdiction of the Courts of the District of Columbia for the purposes of any suit, action or proceeding arising out of or relating to this Grant or transactions contemplated hereby.

Section XXI. Severability.

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XXII. Amendment.

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Grant activities, or the amounts specified in the Budget without the prior written approval of Grantor. The Grantee may request in writing approval of any proposed change to the Statement of Work or Workplan or the amounts specified in the eligible cost categories of the Budget and shall provide adequate supporting information and a revised budget along with its request. All such requests must be signed and dated.

Section XXIII. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or fully, by the Department.

1. The written or printed materials must include the authorized DHCD logo.

2. Written or printed materials include, but are not limited to, newspaper, radio and television announcements or advertisements, websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.
4. Grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to Grantee.
5. Grantee must provide copies of all marketing materials, brochures, flyers and other materials that publicize grant-funded activities to Grantor via email at dhcd.occo@dc.gov

Grantee shall publicize, as appropriate, to its constituency through social media, print, and online postings, DHCD communications and events that are related to Grant supported activities.

Section XXIV. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code§ 2-531 *et seq.* provides for the disclosure of public information. Specifically, the law provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Official Code § 2-1701 (13).

This serves as your Notification that information /documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code§ 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXV. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, homeless status, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Sexual harassment is a form of sexual discrimination which is prohibited by the Act and Mayor's Order 2023-131 (Updated District Government Sexual Harassment Policy, Guidance, and Procedures), which is attached hereto as Exhibit I.

The prohibition against workplace sexual harassment extends to third parties doing business with or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies. By executing this Agreement, Grantee affirms that it will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1 I 00 et seq. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated.

Section XXVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addresses:

NOTICE TO GRANTEE:

Housing Counseling Services, Inc.
2410 17th Street, Suite 100
Washington DC 20009
Attn: Marian Siegel (Executive)

NOTICE TO GRANTOR:

D.C. Department of Housing and Community Development
Community Services
1909 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
Attn: Director

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTOR SIGNATOR PAGE]

DISTRICT OF COLUMBIA, a municipal Corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Colleen Green
Director

Legal Review:

Julia Wiley
Office of the General Counsel
Department of Housing and Community Development

3/13/25
Date

[Signatures continue on the next page]

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTEE SIGNATURE PAGE]

HOUSING COUNSELING SERVICES INC.
a District of Columbia non-profit corporation

Marian Siegel
Executive Director

3/17/2025
Date

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit A Services to be Provided

- Statement of Work
- Section 3.2 Services (from the FY25 RFA)
- Workplan as approved by the Grantor

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education and training services to support DHCD's housing programs and initiatives, and to promote compliance with District housing regulations. All of the services are intended to empower potential homeowners, actual homeowners, and tenants for the purpose of preserving of affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership; (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached workplan and performance measures. Marketing and outreach for the services provided is a activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of these service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling; (b)the Grantee's additional knowledge of the individual and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and it shall be maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow up and conduct a final assessment of the impact of the services provided. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for HPAP/EAHP/NEAHP
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program

A6: Income Certification for PADD Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B13: Technical Assistance for Coop and Condo Associations

CATEGORY C: TENANTS AND TENANT GROUPS
C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

SECTION 3: PROGRAMMATIC REQUIREMENTS

3.1 Eligibility for Federal Funding

The services in this RFA will be conducted through grant agreements using Federal funds (Community Development Block Grant (CDBG) and, as available, some District Funds. The Department will provide a full informational briefing to the awarded grantee(s) about the grant funding source's ongoing administrative and programmatic requirements. Whether grants awarded under this RFA are funded locally or with federal funds, all grants will be managed to the higher standards and requirements whether Federal or District.

Federal regulations have established national objectives requiring all CDBG-funded activities beneficiaries to be at least 51% low- and moderate-income persons or households. The national objective is achieved through "limited clientele benefit"—that is, by verifying the incomes of each beneficiary of the services provided. The applicant must demonstrate that it has the capacity and the intention to verify the household incomes of beneficiaries to meet the national objective of providing benefits to 51% of low- and moderate-income persons.

Client income certification is also an important element of ongoing program activity for many DHCD housing programs. (See Section 3) Applicants should review in detail the federal income requirements for programs, activities, and grantee (sub-recipient) eligibility under the Community Development Block Grant program regulations at 24 CFR 570. 200-210,

- https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-570/subpart-C?toc=1

and HUD Housing Counseling Program Regulations: 24 CFR Part 214,

ps://www.ecfr.gov/current/title-24/subtitle-B/chapter-II/subchapter-B/part-214?toc=1

3.2 Housing Services: Description of Housing Programs and Services

Please Note: Specifications and programmatic requirements may change from time to time during the award period at the discretion of the Department.

The following describes seventeen services in the Housing Counseling Program. These constitute the services for which the Department is seeking Applicants to provide services to DC residents. Applicants should select at least one service for which they are applying; however, the Applicant may select more than one. The Department is not obligated by the Applicant's selection to make an award. Applicants are responsible to demonstrate their capacity in their application to provide the services for which they have applied. Capacity includes staffing patterns including qualifications and experience, other funding resources, case management systems and programmatic activities. Historical data can also be considered in demonstration of organizational capacity. Applicants should be aware of Legal Citations noted throughout this section as well as the references to the Code of Federal Regulations (CFR).

Category A: HOMEOWNERSHIP

A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program
A6: Income Certification for the Property Acquisition and Disposition Division (PADD) Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY

B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B12: Legal Services for Seniors and/or Coop & Condo Associations
B13: Technical Assistance for Coop and Condo Associations
B14: Technical Assistance for Owners of Small Rental Properties

CATEGORY C: TENANTS AND TENANT GROUPS

C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

Each particular service has specific requirements described in the following pages. Applicants are expected to utilize this guidance in the performance of these services.

CATEGORY A: HOMEOWNERSHIP

Legal Citations Governing Program Area in Category A

Applicants to provide services in Category 1 should review in detail the following legal citations governing the District's homeownership programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for homeownership pursuant to the relevant citations.

- Home Purchase Assistance Program: DC Code 42-2601 and 14 DCMR, Chapter 25
- Employer-Assisted Housing Program: DC Code 42-2501 and 14 DCMR, Chapter 36
- Inclusionary Zoning: Legislation Pending, Bill 17 586, 17-618, 17-619

A1: HUD Housing Counseling
This activity is open to applicant organizations which are HUD approved employing one or more HUD certified counselor(s). Such counseling is often (but not exclusively) in the pursuit of homeownership or credit repair and improvement or to improve their housing condition.

Grantees of this service should be familiar with 24 CFR 5.100 and with 24 CFR 214.

Housing counseling is independent expert advice provided by a HUD certified housing counselor (24 CFR Part 214) customized to the needs of the client. It is aimed at addressing housing barriers and providing support to the client to achieve their housing goals. This counseling service must include: (1) intake (2) financial and housing affordability analysis (3) an action plan[2] and (4) follow-up counseling to implement the action plan and achieve its stated goals *(24 CFR 5.100).*

The action plan should identify the steps needed for the client to achieve his/her housing goals. These actionable steps include, but are not limited to, review of the client's credit report with explanations of its meaning and items that impact (or may improve) the credit score, creation of a budget and methodologies to track one's income and spending, debt reduction planning, and savings planning. Follow-up should track the client's progress toward the goals of the action plan. Other programs and services including group educational opportunities may complement the one-on-one counseling with a certified counselor. Counselors, therefore, may appropriately make referrals to programs and services as well as to group educational activities that support and implement the goals of the action plan.

Counseling organizations are required to maintain case files including items 1-4 above as stated in 24 CFR 5.100. It is critical that files with records and case notes be kept in such a way that if a client's counselor is no longer available, either temporarily or permanently, another certified counselor in the organization can understand based on the file the client's circumstances, action plan, progress and where the client is in achieving his/her housing goals.

Organizations providing this service should have working experience with credit counseling and repair, with consumer credit bureaus and consumer credit laws. Ideally, they should be familiar with creditor tactics, liens, judgments, repossessions, and other obstacles to credit improvement.

It is critical for the counseling organization to make efforts to keep the client engaged in the counseling process and such attempts and outreach should be documented in the case file.

In accordance with HUD requirements, counseling organizations may close files if a client does not respond to outreach efforts over 60 days. The last outreach attempt should document that the file will be closed as of a specific date if nothing further is heard from the client. If the client should return to client after the 60 days, a new file should be opened.

[2] Except for reverse mortgage counseling.

Post-purchase follow-up

a) Grantees must continue their counseling relationship with customers once they become homeowners. This follow-up should continue for a period of time after purchase to ensure the homeowner's housing stability.
b) Grantees may make use of post-purchase programs using either their own programming or making referrals to other Grantees who provide such programming (*e.g.* B1 General Home Management and B2 Foreclosure Counseling).
c) If problems arise, it will be the grantee's responsibility to address them quickly as time is of the essence, and to address them as efficiently as possible. Where the District's investment is involved, counseling should include ways to protect the DC investment.
d) When working with clients who have an HPAP deferment period ending, Grantees must provide dedicated counseling services to those borrowers. In particular, grantees will be asked to make an updated assessment of each borrower's financial status regarding the appropriateness of continued deferment.
e) Potential delinquency, or foreclosure prevention, counseling will be provided to any borrower who is experiencing difficulty.
f) If problems continue with these loan clients, this counseling will become a home preservation activity.

A2 8-Hour Homebuyer Education Class (HBE)

This activity is open to applicant organizations which are HUD approved counseling organizations employing one or more Hud certified counselors.

The Department seeks HUD Approved organizations to provide the 8-Hour Homebuyer Class. This is in support of the Department's many programs for which the 8-Hour Homebuyer Class is a requirement, and also for other DC residents who seek to take this class in preparation for homeownership and for their knowledge.

Organizations should take as a serious obligation to conduct this class with knowledge staff (HUD certified counselors). The class is conducted in a traditional in-person setting or in a virtual online setting.

Those who successfully attend and complete the class should be provided with a DHCD certification (in the format approved by the Department) indicating their completion of the class and dated appropriately. Monthly attendance and award of certificates should be reported to the Department monthly. The class should be presented frequently enough to meet programmatic needs of DHCD programs. Class dates should be provided to the Department for inclusion on the DHCD calendar. Presentations should be given by staff, not outside speakers. Grantees are welcome to collaborate in the conduct of these classes.

A3: Intake for DC Homebuyer Programs (HPAP/EAHP/NEAHP)

The Home Purchase Assistance Program (HPAP) is the primary DHCD program for first-time homebuyers. HPAP provides interest-free loans that include closing cost assistance to eligible applicants. Under this program, homebuyers may have the opportunity to purchase houses,

condominiums, or cooperative units in the District. DHCD has additional homeownership programs which are associated with HPAP, and which are targeted to specific populations or geographic areas or may meet specific home buyer needs.

The satellite programs are:

(1) The Employee Assisted Housing Program (EAHP) provides assistance to District of Columbia Government employees, who are first-time homebuyers in the District; and

(2) The Negotiated Employee Assistance Home Purchase Program (NEAHP) provides down payment and closing cost assistance to certain District of Columbia Government employees whose position is covered by specific union collective bargaining agreements.

Wherever the acronym "HPAP" is used, the same applies to the EAHP and NEAHP programs.

Prior to HPAP Application

Clients interested in HPAP assistance who have a pre-approval from a lender, should be assisted with making an application to the HPAP as expeditiously as possible. Those without a pre-approval letter from a lender are required to engage in HUD Housing Counseling (see A1 above) in order that they have the benefit of credit counseling and homeownership preparation. The action plan should include the actionable steps needed to ensure success as a homeowner and to achieve a pre-approval letter from a lender. Once a pre-approval letter has been obtained, the client with the Grantee's assistance should proceed to making their application to HPAP.

Application Process

For grantee organizations, this relationship management function includes working with first-time homebuyers throughout the homeownership application, preparation, purchase, and post-purchase process. Counseling will be focused on low- and moderate-income populations.

Once HUD credit counseling is completed the HPAP process includes:

(Optional) Applicant organizations may conduct pre-purchase seminars which include information and requirements of the HPAP programs. A DHCD Certification should be provided to attendees and recorded with DHCD.

Application Intake includes document collection of those documents needed. These should be collected in person or by means of a secure portal. Email is not considered a secure means for transmission of information which could be used for identity theft or other criminal activity. Drop-off at a staff office to an employee is acceptable.

Once the application package is complete, the organization submits to the appropriate HPAP administrator.

Homebuyer Education (8-hour class) (A DHCD Certification should be provided to 8-hour Homebuyer Education attendees and recorded with DHCD.)

Post-Purchase follow-up (Records of those follow-ups should be maintained by the organization. See Post-purchase in Service A1)

Organizations will be responsible for: (1) the application process, which includes delivery of completed applications to the HPAP Administrators; (2) completion of the application form itself and collection of all required supporting documentation, and (3) maintaining performance and reporting data, and databases as needed by the Department.

A4: Inclusionary Zoning Orientations

Introduction to IZ/ADU Programs:

The District's Inclusionary Zoning (IZ) Program requires a certain percentage of units in a new residential development, or a substantial rehabilitation that expands an existing building, be set aside as affordable units. The goals of this program are to increase the supply of affordable housing for low- and moderate-income households, to support the creation of mixed-income communities, to prevent rising home prices from driving out low- and moderate-income residents, and to leverage the expertise and capacity of the private market to develop affordable housing.

Affordable Dwelling Units (ADUs) are defined as for-sale and for-rent homes that are locally restricted for occupancy by households whose income falls within a certain range and are generally offered at a below-market rate. ADUs are generally produced in exchange for zoning relief, tax incentives, public financing, and/or the right to purchase or lease District-owned land. Specific ADU provisions, such as the affordability period, income limits, and resale restrictions, are set out in deeds, covenants, land disposition agreements, ADU administration plans and other originating documents.

ADU provisions have historically varied from project to project, as each is a result of a unique negotiation or project approval. However, ADU restrictions are becoming more standardized and more similar to standard IZ requirements.

Organization roles and responsibilities:
Provide mandatory IZ Orientation. The department's PowerPoint presentation must be utilized. Presentation and answers to participants' questions must conform to agency guidelines.

DHCD seeks organizations which will provide programmatic rental and homeownership counseling services in support of both of the above programs. Information about these

programs is available through DC Housing Search https://www.dchousingsearch.org , counselors will be required to utilize DC Housing Search, and train potential customers in how to search for affordable housing through DC Housing Search.

Grantees will be required to become familiar with the program requirements and procedures, as required by DHCD. In the last few fiscal years, the IZ program has produced approximately 400 new affordable units each year.

Orientation:
In particular, organizations are required to conduct IZ Orientations to help residents to be familiar with all programmatic requirements for the IZ program.

Organizations must conduct and coordinate this mandatory orientation session in a traditional and virtual classroom settings. They must provide interested applicants/residents with the relevant terms of the program, including next steps and other information as required by DHCD.
DHCD currently provides standard slides and certificate templates to use for this orientation and will provide training to grantees.

Completion of this orientation class is mandatory before an individual may register for the IZ program and individuals must renew registration every two (2) years to remain on the IZ registration list.

The class must be conducted at least monthly beginning within 30 days after the grantee's application is approved. Coordination of this class will include publishing upcoming class dates, accepting reservations via phone, email, or other method, allowing walk-ins if space is available, providing attendees with a certificate of completion (in a format approved by DHCD) upon completion of the class and providing at least monthly attendee data to DHCD. It will also include ensuring that attendees receive all required training materials, and shall be presented by grantee staff, not outside speakers.

Grantees must train program participants in the terms and specifics of the IZ and ADU Programs (training guidance will be provided by DHCD) and provide additional pre and post homebuyer education training.

Grantees must also provide data to DHCD on a regular basis as determined and requested by DHCD, including but not limited to the names and contact details for individuals who have received a DHCD certificate and the number of attendees at IZ orientations.

A5: Income Certifications for the IZ/ADU Units Programs

The agency seeks two organizations to provide income certifications for participants in the Inclusionary Zoning and Affordable Dwelling Units programs. Income certifications are expected to be conducted under a uniform process prescribed by DHCD and following HUD Part 5. DHCD has established requirements for approving Certifying Entities, including

specific IZ and ADU training.

Grantees are expected to become Certifying Entities pursuant to DHCD requirements. Grantee organizations will be required to ensure that program participants understand that income and occupancy restrictions apply to their IZ units and ADUs. Grantees will also be expected to complete income certifications for newly selected households and for renewing tenants. Grantees will be working closely with individuals, property management/leasing staff, sales agents and DHCD. DHCD will provide the necessary forms and procedures, but Grantees will collect the necessary paperwork from individuals and complete the income and household size verification process. Upon successful certifications, Grantees will notify DHCD and the sales/leasing staff.

Such restrictions may include but would not be limited to: (1) the specific affordability period, (2) conditions for, or prohibitions against, subleasing, and (3) resale restrictions. Ongoing outreach and assistance to occupants of IZ units and ADU is required in the areas of programmatic requirements and homeownership counseling.

A6: Income Certification for PADD Applicants

The Property Acquisition and Disposition Division (PADD) encourages vacant and/or abandoned property owners to rehabilitate and/or occupy their properties. PADD acquires vacant, abandoned, and deteriorated properties through negotiated friendly sale, eminent domain, donation, or tax sale foreclosure, when owners are unwilling or unable to maintain their properties. PADD also disposes of properties in inventory by selling them to individuals or developers to be rehabilitated into high-quality affordable and market-rate single-family and/ or multi-family for-sale or rental housing in District neighborhoods.

For DHCD, the activities of this Division create affordable homeownership and rental opportunities for low- and moderate-income households. Grantees must counsel these households as they qualify for and occupy these new homeownership and rental units. DHCD seeks one or more organizations which will provide counseling or training services for affordable units made available through PADD.

Because PADD units are not produced through a traditional homebuyer program, an intensive marketing and outreach effort to our target population will be required of grantees. Counseling services will also involve conducting income certifications and re-certifications for purposes of admission and continuing participation in this program. Income certifications are expected to be conducted under a uniform process prescribed by the Department. For PADD, grantees must ensure that program participants understand that income, or occupancy, restrictions apply to their unit. Such restrictions may include but would not be limited to: (1) the specific affordability period; (2) conditions for, or prohibitions against, subleasing; (3) potential rent increases; and (4) resale restrictions. The specific unit covenant

terms will be communicated to stakeholders by the Department, but grantees must facilitate communication with stakeholders.

A7: Public Services: General Coaching and Information

Public Services may be undertaken by Applicants which have not yet obtained HUD Approval and may not employ a HUD certified housing counselors. (HUD Approved organizations who are applying for A1 or A2 do not need to apply for this service, since they are able to provide these Public Service activities in connection with their other lines of services.

These activities are frequent but not exclusively in a group setting. These may be virtual or in-person, as long as an in-person option is provided. Grantees may utilize Homebuyer Clubs as an effective tool for keeping clients engaged in homebuyer preparation when a long-term period is needed for better positioning to be a first-time buyer.

They may include group trainings on understanding credit and credit reports and involve savings programs.

Public service staff are required to train clients to utilize available tools, such as DC Housing Search https://www.dchousingsearch.org to locate affordable housing for sale and for rent.

CATEGORY B: COUNSELING AND TRAINING FOR HOME PRESERVATION

B8: General Home Management (Post-Purchase Non-Delinquent)

Post-purchase counseling is essential for Homeowners who have purchased their homes, are not delinquent in their mortgage payments and would like to remain successful by creating a realistic financial plan to avoid financial pitfalls and protect and retain their homeownership. Post-purchase counseling is essential to understand local post-purchase behavior, especially low-moderate income homeowners, that can be supported by education and supportive programs to ensure recent homeowners understand what to do in the event of hardships. Organizations that provide post-purchase counseling sessions and education workshops will ensure their topics consist of the following:

1. Prepare a maintenance plan for major household systems and repair strategies.
2. Emergency preparedness plan to assist client in case of disaster.
3. Understand consequences of not paying taxes, HOA payments or community assessments.
4. Explain the benefits of establishing an emergency fund and retirement or tax-incentivized accounts.
5. Provide knowledge of home improvement financing options like HELOCs and give counsel on how to apply for additional financing to renovate property.

6. Access the client's understanding of the process of refinancing the home and incurring more debt.

This counseling activity may include, but not be limited to, appliance warranty disputes, contractor disputes, disputes with mortgagors, will and estate issues, including transfer-on-death deeds, etc. In this service, grantees must serve as advisor-educators and are prohibited from giving legal advice. Grantee activities should focus on low—and moderate-income populations.

B9: Foreclosure Counseling

Homeowners who are delinquent in loan payments (as well as those in danger of delinquency) need to know what options are available to them. Similarly, those in foreclosure need to know their options and resources that may assist them, especially if available legal services are available.

Organizations are required to provide foreclosure prevention counseling that helps homeowners at risk understand the foreclosure process in Washington, DC, determine their legal rights and identify options to avoid foreclosure.
Organizations will assist struggling homeowners with loss mitigation, communicate with mortgage servicers and provide services such as the following:

1. Provide advice and coaching to assist clients with creating a budget based on financial goals. Assess the current financial situation and develop short and long-term strategies to reduce expenses and debt to achieve client goals.
2. Explain loss mitigation. Explain the requirements of a loss mitigation package and evaluate the client's loss mitigation options for FHA and non-FHA loans.
3. Provide examples of mortgage default scams and ways to avoid being a victim.
4. Explain the consequences and costs associated with a foreclosure, short sale, or deed-in-lieu.
5. Explain the foreclosure timeline and devise a plan if the client is unable to stay in the home and assist the client in mortgage default recovery. Demonstrate the impact of a mortgage default.
6. Work with displaced residents seeking referrals for housing.

Grantees work with homeowners who are delinquent in their mortgage payments, or who are in foreclosure, or in post-foreclosure. These counseling services are also offered to owners of multi-family properties, and ownership associations. This counseling serves as a central element of DHCD's overall foreclosure prevention strategy.

It is critical to address the District's foreclosure crisis. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Grantees also work with the Department of Insurance Securities and Banking (DISB) to protect clients against scam operations that prey upon residents who are subject to foreclosure. Grantee organizations extract data for outreach and targeting efforts from the Office of the Recorder of Deeds, which provides a listing of all official foreclosures in the

District on a weekly basis. DHCD seeks one or more organizations that will provide foreclosure counseling services which include, but may not be limited to, all of the above-described foreclosure prevention activities.

For grantees, this counseling function means working with troubled homeowners, utilizing all foreclosure prevention or mitigation tools available, and if necessary, working with customers throughout their foreclosure or post-foreclosure process. Grantees must provide full assistance and advice to troubled homeowners. Grantees will be responsible for: (1) assessing the homeowner's circumstances, (2) educating the homeowner about the full implications of mortgage delinquency and foreclosure (3) exploring and providing options of action for the homeowner (4) providing tools or alternative support that may further assist the homeowner (5) developing and executing a best action plan for either saving the home or undertaking the best course for the homeowner, and (6) tracking the results of their counseling efforts. In addition, grantees will provide ongoing performance and reporting data and databases maintained.

Post-Foreclosure Counseling: It is critical that grantees continue their counseling relationship with customers, even if the home cannot be saved. Grantees must follow up with troubled homeowners for a period of time after any action plan has been executed. If the home has not been saved, counseling should be made available, and if necessary, referral to other needed services. If the home has been saved, counseling follow-up is also necessary to ensure that the ongoing action plan is being properly implemented. If more problems arise, it will be the grantee's responsibility to address them as quickly and as efficiently as possible.

With the passage of the Saving DC Homes from Foreclosure Emergency Amendment Act of 2010, troubled or delinquent District homeowners have the right to engage in mediation prior to foreclosure. As a result, DHCD requires grantees to provide counseling related to this mediation process.

Grantees must be familiar with the Law, its regulations, and the mediation process which has been implemented by the Mediation Administrator at the DC Department of Insurance, Securities, and Banking. Grantees must educate troubled homeowners in the decision factors related to mediation election, and, if necessary, prepare them for mediation. In some cases, counselors may be asked to accompany, or represent, troubled homeowners in the mediation process. Grantees must ensure that all customers who elect mediation complete and submit proper documentation in a timely manner. Grantees must ensure that the best interests of troubled borrowers are protected throughout the mediation process. Finally, DHCD expects grantees to follow-up after the mediation process is complete to ensure that any final mediation agreement is properly implemented.

B10: Eviction Counseling

Applicants who have HUD certified counselors or NeighborWorks America foreclosure certified counselors may offer this service. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Training should also include knowledge of laws and legal procedures governing eviction.

Eviction has long created housing instability for renters, and especially among low- and moderate-income households. For those at the lower end of the economic scale, eviction has caused not only housing instability but also employment insecurity and homelessness. Studies have shown that lack of access to legal representation has resulted in markedly different and detrimental outcomes as compared to renters who have legal representation. After legal representation, the next most effective range of services includes alternative dispute resolution (or mediation), knowledge and guidance in court navigation, and effective management of legal and tenant-landlord documents. In addition to housing instability, eviction also has credit impact for the tenant.

It is critical to provide those in danger of eviction with counseling to make informed decisions. This includes access whenever possible access to legal services. Also, appropriate training includes information about tenants' rights and obligations, the credit impact of eviction, use of payment plan agreements, understanding of court processes and procedures, and access to alternatives to court procedures. When tenancy is lost, counseling for housing alternatives is needed and a path forward to credit repair.

B11: Single-Family Residential Rehabilitation Program

The Single-Family Residential Rehabilitation Program (SFRRP) administers grants to District homeowners for roof repairs and for modifications to eliminate barriers to accessibility for persons with mobility or other physical impairments. Projects approved for SFRRP require a covenant on the property to protect the District's funding of the project.
DHCD seeks one or more organizations which will provide application intake services to SFRRP applicants throughout the grant process.

> **Mandatory Counselor Intake Training:** Grantees for this line of service are required to attend training with the SFRRP team in September to be introduced to updated aspects of the SFRRP for FY25. It is critical that the grantee have a solid understanding of the updated program and the requirements for applications. Therefore, the September training is mandatory for SFRRP intake counselors.
>
> **Application Period:** Applications for SFRRP will only be taken between October 1, 2024, and December 31, 2024. To be considered applications during this period must be complete. Lack of required documentation or information will not "hold a place" in the program if not provided before the December 31, 2024. The Department at its sole discretion reserves the right to close the program prior to the deadline if funding is depleted or no longer available.

Information Session for Applicants: The Department will provide Grantees with a PowerPoint presentation outlining the program and its requirements. Intake counselors are required to use this presentation with all potential applicants either in a group sessions (such as an Orientation) or in a one-on-one session with the potential applicant.

Grantee's and Counselor's Responsibilities: (1) use the Department PowerPoint presentation to present the program to potential applicants, answering questions from residents interested in the program; (2) complete the application document and collection of **all required** supporting documentation *(incomplete applications will not be accepted)*; (3) post-application and post-grant support; and (4) providing performance and reporting data as required.

45 Day Period: It is critical that no application be uploaded in the SFRRP portal unless it is complete with all required documents and intake form completed. If an incomplete application is uploaded in the portal, the SFRRP staff will notify the counselor and the applicant that the application cannot be accepted. The notification state that what is complete and state the **applicant has 45 days** to provide the requested information including documents. After 45 days if the application remains incomplete, the application will be closed as incomplete for funding.

Application Portal: Counselors will need to provide their name and contact information (e.g. email) when uploading in case SFRRP program staff need to follow up.

Legal Citations Governing Program Area for Category B:

Applicants to provide any service in Category B should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

- Lead Safe Washington 24 CFR, Part 35, 24 CFR, Part 85.37, Section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992
- Single Family Rehabilitation 14 DCMR, Chapter 28 First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
- Saving DC Homes from Foreclosure Emergency Amendment Act of 2010 (DC Act 18-635; 57 DCR 12404)

B12: Legal Services for Homeowners and/or Coop & Condo Associations

The Department seeks organizations to provide legal services to provide one or both of the services noted below. Grantees will conduct outreach to low- and moderate-income populations in need of these services.

- Legal Services to Seniors
  Seniors who are homeowners can be assisted by the Applicant to have legal services to assist Seniors to avoid housing instability or the loss of ownership of their home. In addition to their own attorney staff, Applicants may seek *pro bono* services from other members of the Bar.

- Legal Services to Coop-Condo Associations
  Legal services may be provided to Cooperatives and/or Condominiums ("Associations") to ensure housing stability. If Associations have problems in areas of legal entity status, required legal or financial filings, compliance issues, risk management concerns, board and member training, best legal practices, and collection of association fees (to name of few), such issues may threaten the member's housing stability, and the owners' (or members') investment in their properties. Selected applicants will provide legal services to Associations in low- and moderate-income census blocks to mitigate these concerns, to preserve housing stability of owners and to ensure well-functioning Associations and Boards.

B13: Technical Assistance for Coop and Condo Associations

The Department seeks one or more organizations to provide technical assistance to Associations. The situation many Associations may face is a need for training in best practices of Association management. Training in best practices and frequently encountered problem situations may be offered by the grantee not only to the Association Board but also to the owners in the Association. Association boards and their member owners frequently face issues of association fees not being paid, lack of income to fund reserves, special projects that would require a special assessment, and decisions of taking court action or being the defendant in a court action. These are just a few of the legal issues which may arise for the Association, in addition to the more routine matters of by-laws and required legal documents for the operation of the Association.

B14: Technical Assistance for Landlords of Small Rental Properties

Landlords of small rental properties face enormous challenges. They frequently lack the staff and the resources of large multi-family properties to deal with the many details of operations and asset management. Small unit properties cannot readily absorb mistakes or challenges.

In a ten-unit property, one vacancy is a 10% vacancy rate, while one unit in a 100-unit property is 1% vacancy rate. Yet, small unit properties are often the affordable renter properties. To preserve this housing stock as an affordable option, DHCD seeks grantees to provide Technical Support to Owners of Small Unit Properties (of 30 units or less).

Services can be provided through group training as well as through one-on-one counseling. Like many small business owners, owners can often benefit from a better understanding of accounting practices and financial statements (balance sheet, income statement, cash flow report). Knowledge of financing options is another common to many business owners. Topics such as these are particularly suitable to the needs of owners.

1. **Property Management Software**: Landlords often need help selecting and implementing property management software to track rent payments, maintenance requests, tenant information, and other critical operational data.

2. **Legal Compliance**: Guidance on navigating complex local, state, and federal housing laws and regulations related to fair housing, security deposits, evictions, and other landlord-tenant issues.

3. **Financial Management**: Guidance with accounting, tax preparation, and financial planning specific to rental property ownership and operations.

4. **Maintenance and Repairs**: Access to vetted contractors, tradespeople, and service providers to handle property maintenance, repairs, and upgrades in a timely and cost-effective manner.

5. **Tenant Screening and Selection**: Guidance and best practices with tenant screening processes, background checks, and selecting responsible renters to minimize vacancies and evictions.

6. **Marketing and Leasing**: Help with listing vacant units, advertising, showing properties, and executing leases to keep units occupied.

7. **Emergency Response**: Guidance on developing emergency plans and protocols to address unexpected events like natural disasters, property damage, or tenant issues.

8. **Asset Management Issues**: The ratios and metrics of asset management for multi-family properties provide a helpful guide to best practices. For example: Many landlords are unaware of the effect that certain metrics have in their properties. Slow "Make-Ready" times, refers to the length of time it takes to prepare an apartment to be shown to prospective tenants. Similarly, "turn time" refers to the times it takes to find a renter and receive the first month's rent. Slow turn times are also a drain on resources. When there are slow "make ready" and slow "turn times" the combined effect can be detrimental for the property's future. High turn-over rates among renters is another draw on the income. Other issues and topics include: What to do when you have a tenant who is not paying rent? What are the alternatives to eviction? How do the Court work? Are there pre-eviction resources? What legal services are available to the owner?

CATEGORY C: TENANTS AND TENANT GROUPS: SERVICES RELATIVE TO Tenants Opportunity to Purchase Act, Rental Conversion and Sale Division, and Rental Accommodations Division

The DC Tenants Opportunity to Purchase Act (TOPA) seeks to protect tenants and tenant groups from displacement due to sale of the property. The law allows tenants to purchase their apartment building. Tenants have the choice of maintaining the apartments for rent or converting to cooperatives or condominiums. DHCD seeks to preserve affordable housing in the District and limit displacement of low- and moderate-income households. For groups that choose coop or condo conversion, this provides a path to homeownership.

DHCD provides both financial assistance and technical assistance, as well as specialized organizational and development services, for tenant groups who are pursuing the purchase of their apartment buildings. Through DHCD's Development Finance Division, organized tenant associations may be provided with seed money, earnest money deposits, and acquisition and/or rehabilitation assistance. After acquisition and rehabilitation, DHCD also provides ongoing Board training and property management support to the newly formed cooperative or condominium Boards.

C15: TOPA: Pre-purchase Training

DHCD seeks one or more organizations which will provide pre-acquisition organizational and developmental counseling and training to tenant groups or tenant associations in support of their intent to purchase their building. These tenant groups must be preliminarily qualified as eligible for DHCD's Tenant Purchase Technical Assistance program. Grantees must provide the following services to tenant groups:

a) establishment of a tenant association.
b) selection and appropriate training of Board members.
c) training of captains (court, building and floor).
d) training in roles and functions of committee members; (5) training tenant groups in detail about the building purchase process.
e) training tenant associations in property management techniques.
f) provide training to the tenant association on each type of ownership; and conducting surveys of tenant associations to determine the appropriate form of ownership for their building (cooperative or condominium).

It is critical that Grantees in this service maintain an outreach to educate and inform low- and moderate-income tenants about their rights and opportunities provided by TOPA. Grantees are encouraged to make this a central aspects of their marketing plan, and to create

opportunities as well as avail themselves of opportunities to participate in educational outlets to reach tenants. Collaboration with other Grantees in this or similar service lines is encouraged. Grantees should participate in DHCD when and as those opportunities for outreach are available.

While training the tenant association, the grantee must be able to prepare and submit appropriate documentation required in the purchase process, including but not limited to tenant profiles and feasibility analyses, response to Notice of Sale of Building, preliminary development, acquisition, and rehabilitation plans, and operational plans.

The grantees must have skill and experience in negotiating the lease or purchase of the building. In addition, grantees must assist tenant groups in procurement related to the development, purchase, and rehabilitation process, including but not limited to attorneys, architects, engineers, financial and developmental consultants, private developers, appraisers, and property managers.

C16: TOPA: Post-Purchase Training

DHCD seeks one or more organizations which will provide ongoing post-acquisition counseling services which include property management and Board training for properties which have been purchased and/or rehabilitated with financial assistance from the DHCD Development Finance Division's First Right Purchase program. Generally, these are multi-family properties that have been purchased through limited equity cooperative agreements or condominium purchases. Therefore, non-profit Board training and development skill and/or experience, as well as multi-family property management skills are critical to providing effective counseling services. Services to be provided under this activity may include, but are not limited to:

a) establishing standards of evaluation for each participant's financial status and leadership capacity.
b) conducting annual management reviews of all Boards, oversee election and
c) training of new Board members.
d) assisting in the establishment of appropriate arrangements with required service providers such as exterminators, garbage collectors, landscapers, etc.
e) assisting in capital management planning and a stabilization plan for rehabilitation and/or refinancing.
f) tracking property vacancies and reviewing new applications for membership.
g) establishing and reviewing membership guidelines.
h) technical assistance in accounting, budgeting, and the preparation of financial statements for long-term financial viability.
i) providing Board of Directors with training as appropriate; and

j) other required management and support duties. Grantees will assist the condominium or cooperative in developing a budget for the overall management and carrying costs of the property.

Grantees will assist the Board and membership in all aspects of management, such as completion of the audit, Fair Housing issues, required individual, property, and Board insurance, taxes, the role of Board officers, evaluation of monthly financial performance, training on lender compliance, i.e. loan payments, income requirements. DHCD will likely negotiate assignment of specific properties to grantees for this service.

Legal Citations Governing Program Area in Category C:

Applicants to provide any service in Category C should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
Tenant Purchase Technical Assistance Program DC Code 42-3404.02
Rental Housing Conversion and Sale Act of 1980, as amended (DC Code 42-3401.01 et. seq.) (Also known as the Tenant Opportunity to Purchase Act or "TOPA")

C17: Services for Tenants and Tenant Organizations
(in partnership with Housing Regulation Administration, Rental Accommodation Division, Rental Conversion and Sale Division).

Activities under this service will supplement and enhance the services provided by DHCD's Housing Regulation Administration (HRA), which includes the Rental Accommodations Division (RAD) and the Rental Conversion and Sale Division (CASD).

RAD administers the Rental Housing Act of 1985 (D.C. Official Code § 42-3501.01 et seq.) which regulates residential rental housing registration and the rent stabilization program (commonly known as rent control). RAD oversees rent adjustment procedures, processes notices to vacate, reviews tenant petitions prior to adjudication by the Office of Administrative Hearings and adjudicates most types of landlord petitions. RAD also proposes rules and regulations for administration of the Rental Housing Act for review and publication by the Rental Housing Commission.

CASD administers the Rental Housing Conversion and Sale Act of 1980 (D.C. Official Code § 42- 3401.01 et seq.) which regulates the sale or transfer of ownership interests under the

Tenant Opportunity to Purchase Act of 1980 (TOPA) (D.C. Official Code § 42-3401.01 et seq.), the conversion of use of rental housing to condominium or cooperative ownership and residential condominium formation and registration under the Condominium Act of 1976 (D.C. Official Code § 42-1901.01 et seq.). Further, CASD administers a Housing Assistance Payment program (HAP), under which tenants may be eligible for rent assistance if they are displaced due to the conversion of use of their apartment building to condominium or cooperative ownership.

CASD also proposes rules and regulations for administration of the Rental Housing Conversion and Sale Act of 1980.

DHCD seeks one or more organizations which will support RAD and CASD operations by providing counseling and tenant education services to tenants and tenant groups. Grantees must provide counseling and training assistance to tenants and tenant organizations regarding the District's rental housing laws and tenant and landlord rights and responsibilities.

For CASD, grantee organizations must provide counseling and training concerning: (1) tenants' TOPA rights when a landlord intends to sell, demolish, or discontinue rental housing use; (2) transfers of rental housing ownership or economic interests; (3) assisting tenants or tenant organizations in exercising their right to purchase; (4) informing tenants or tenant organizations relating to partner-investors and assigning TOPA rights; (5) conversion of use from rental housing to condominium or cooperative ownership by tenant elections, or conversion in lieu of tenant elections; (6) the Housing Assistance Payment program and relocation assistance; (7) tenant organization formation, incorporation, and registration; (8) protections for elderly or disabled tenants; (9) coercive or retaliatory activities; (10) tenant rights when rental housing is in foreclosure; (11) notices of intent to convert use from rental housing to condominium or cooperative ownership; and (12) relocation counseling for displaced tenants.

For RAD, service providers must demonstrate the ability to counsel and train tenants and tenant organizations on rent control provisions including properties that are regulated by or exempted/excluded from rent stabilization under the Rental Housing Act:

1) petition- based and annual rent increases.
2) executing and filing tenant petitions.
3) responding to landlord petitions.
4) protections for elderly and disabled tenants.
5) RAD's conciliation services.
6) notices to vacate and eviction procedures.
7) disclosures to tenants.
8) changes and decreases in services and facilities.

9) learning about and securing enforcement of housing condition regulations.
10) security deposits.
11) understanding lease provisions.
12) rent increases if a property is not under rent control.
13) appealing decisions of the Rent Administrator or the Office of Administrative Hearings; and
14) relocation counseling for displaced tenants. Note: Advocacy on behalf of tenant groups, or tenant rights assignees– including, but not limited to, legal advice or advocacy on tenants or tenant organizations' behalf in negotiations with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators, and not as advocacy groups. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns, or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a grantee is to ensure that tenants understand all available options.

Direct Counseling to Tenants and Tenant Groups: tenant counseling services will be designed to educate tenants in privately-owned properties about their legal rights and opportunities. This service is to be provided to tenants and tenant groups which are not subject to foreclosure and have not selected to exercise their Opportunity to Purchase Rights and/or Right of First Refusal under TOPA. It also includes providing other services and tenant education, which may not fall into the categories of services outlined above, such as eviction counseling, relocation counseling, apartment search, or apartment management.

DHCD seeks one or more organizations with the capacity to bring a range of resources to prevent involuntary displacement and to provide opportunities for continued affordable rental housing. Grantees must provide counseling services to tenants and tenant groups which include, but are not limited to: (1) outreach to tenant groups upon notice of one-year potential for subsidy expiration; (2) technical assistance in negotiations between owners and HUD relative to the renewal of federal subsidy contracts; (3) counseling for tenants in buildings where the subsidy will be lost and the tenant(s) must move; (4) counseling for tenants who are behind in their rent on best-action options; and (5) appropriately referring tenants who are in landlord/tenant disputes to all available resources. Grantees must also conduct research using the many databases and research tools available to identify properties that have a critical need for counseling assistance, including but not limited to DCHousingsearch.org. Note: Advocacy on behalf of tenant groups or tenants' rights assignee –including, but not limited to, legal advice or advocacy on tenants or tenant organizations behalf in negotiations

with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators and not as tenant advocates. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a prospective grantee is to ensure that tenants understand all available options.

Additional Legal Citations Governing Programs in Category C.

Applicants to provide any service in this Category and should review in detail the legal citations governing DHCD's rental accommodation functions:
(1) the Rental Housing Act of 1985, D.C. Official Code § 42-3501 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapters 38-44.
(2) the Rental Housing Conversion and Sale Act of 1980, D.C. Official Code § 42-3401 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapter 47.
(3) the Condominium Act of 1976, D.C.

Official Code § 42-1901 et seq.; (4) D.C. Official Code § 42-1901 et seq.; (5) the First Right to Purchase Program, title 14 of the District of Columbia Municipal Regulation, chapter 2700; and (6) Housing Conditions, Title 14 of the District of Columbia Municipal Regulations, Chapters 1-15. Submission of an application relevant to these services presumes that the applicant intends to meet all requirements to provide counseling to tenants and tenant groups pursuant to these above referenced citations.

3.3 Geographic Distribution of Services

The Department's decision to select one or more grantees to provide services will be influenced by the potential geographical distribution of service among the qualified applications received. Applicants can designate their proposed service areas in the District based on their by-laws, Board policies, etc. However, the Department reserves the right to designate any service areas it deems appropriate or necessary in making awards and negotiating grant terms. In reviewing the applicant pool, the Department's priority will be to ensure that excellent affordable housing counseling and training services are provided to all low- and moderate-income citizens of the District of Columbia. The Department will seek to bring parity in the quality of all housing services provided for all areas of the District through the award and ongoing management of these grants.

3.4 Marketing and Outreach

Marketing Plan to be submitted: Marketing and outreach are critical aspects of the grant's work. Grantees' efforts ensure these programs and services' success and desired impact. No Grantee or service is exempt from this requirement. Applicants must submit a detailed marketing and outreach plan for the services they are applying for. The plan should be detailed and not assume an understanding that has not been stated. Marketing should be included in the proposed budget and work plan.

DHCD will review and approve the marketing plan. In accordance with agency policy, marketing activities should highlight partnerships with and funding by DHCD.

Aspects of Marketing and Outreach to be considered:

- Continuous and consistent marketing and outreach are essential to achieving these services' objectives and maximizing public awareness of DHCD housing programs.
- Because of DHCD's diverse target population, grantees must utilize various marketing tools.
- Grantees are responsible for distributing DHCD program materials at community forums, public events, homeownership meetings, and fairs. Marketing and outreach may include but are not limited to, websites, email blasts, blogs, listservs, Twitter, Facebook, YouTube, Hope Hotline, flyers, door-to-door visits, community meetings, use of cable television (Channel 16), and public service announcements.

Coordinated with the Department: The grantee's marketing and outreach must be coordinated with DHCD. Grantees are expected to continually assess the success and impact of their marketing efforts to identify the most effective and efficient ways of reaching low– and moderate-income populations.

Participation in Department Marketing Activities: As required by DHCD, Grantees must participate in public activities and events related to housing opportunities. These may include but are not limited to tabling at events, participating in panel discussions, and providing speakers to groups, agencies, or organizations that request them.

DHCD Acknowledgement: Grantees must always acknowledge such housing assistance activities as Department of Housing and Community Development programs in any distributed print or electronic materials. DHCD must approve all such materials before distribution.

Use of DHCD Logo: All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or entirely, by the Department.

1. The written or printed materials must include the authorized DHCD logo.
2. Written or printed materials include, but are not limited to, newspaper, radio, and television announcements or advertisements. Websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.

4. The grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to the Grantee.
5. The grantee must provide copies of all marketing materials, brochures, flyers, and other materials that publicize grant-funded activities to the Grantor via email at dhcd.occo@dc.gov
6. The grantee shall publicize as appropriate to its constituency through social media, print, and online postings, DHCD communications, and events related to Grant-supported activities.

Diversity and Language Access in Marketing: Grantees must demonstrate the capability to effectively serve and communicate with the District's various non-English speaking and special needs populations. This means that marketing and outreach materials must be made available in multiple languages and media based on the needs of those populations. The grantee must demonstrate its intent and capability to comply with the District's Language Access Law. In addition, grantees must demonstrate the availability of appropriate staffing to ensure compliance with the District's Language Access Law.

3.5 Focus Areas and Neighborhood Revitalization Strategy Areas (NRSA)

DHCD has identified specific areas of the District as "Focus Areas." These Areas represent areas where the District has invested in funding to create and preserve affordable housing. Focus Areas follow main routes through the District and their associated neighborhoods. In many cases, business owners are centered on these major routes, while resident services will be seen as more appropriate for those in the communities. Applicants must ensure services are delivered to low- and moderate-income households or areas as part of their program (Housing Services, Small Business Technical Assistance, Façade Improvement). This is a CDBG requirement.

- For Housing Counseling applicants, these Focus Areas should be used to plan outreach activities to inform residents of their services.
- For SBTA and Façade grantees, the Focus Areas define the geographical areas of the District in which they will provide services. In this latter case, the Focus Areas define not only their outreach area but also their service area.

NRSAs Targeting East of the River

The Department obtained the HUD designation for the Neighborhood Revitalization Strategy Area (NRSA) for the Focus Areas in Wards 7 and 8. DHCD has designated areas of Historic Anacostia in the city's Southeast and Far Northeast communities as Neighborhood Revitalization Strategy Areas (NRSAs). This designation will allow the city to target Community Development Block Grant (CDBG) funding that supports economic and community revitalization efforts. These include Martin Luther King Jr Avenue, Marion Barry Avenue, Minnesota Avenue, and Benning Road. However, all areas of Ward 7 and Ward 8 remain the focus of the grantee's work and outreach.

For communities outside of the NRSA areas, DHCD has designated Focus Areas throughout the District. Applicants are encouraged to partner with other community-based organizations. This collaboration can include cross-disciplinary collaboration. For example, a Façade grantee may partner with an SBTA grantee to provide business owners various services encompassing both disciplines. Housing service grantees may partner to promote or provide services one grantee offers, but another may not. The key to collaboration is an outlook of being partners, not competitors.

The following is a list of the Focus Areas and some of their associated neighborhoods. The outreach plans can include other nearby neighborhoods, mindful of the low-income requirements. Each applicant is asked to select one or more Focus Areas for their application. Please note that this is a minimum, and applicants may choose more than three. Applicants will be asked to provide reporting on outreach activities.

The following is a list of the Focus Areas outreach plans, mindful of the low and income requirements.

Focus Areas/Neighborhoods

- **16th St NW Corridor** near the intersection with Havard St NW (Columbia Heights) in Ward 1
- **Georgia Ave and New Hampshire Ave NW Corridor** (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- **Rhode Island Ave and South Dakota Ave NE Corridor** (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 4 and Ward 5
- **M Street and South Capitol Streets SW Corridor** (Greenleaf and Waterfront) in Ward 6
- **Benning Road and Florida Ave NE Corridor** (NoMa/Ivy City/Trinidad) in Ward 5 and Ward 6
- **Minnesota Ave and Benning Rd NE Corridor** (Benning, Greenway) in Ward 7
- **Pennsylvania Ave and Minnesota Aves SE Corridor** (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- **East Capitol and Benning Rd Corridor** (Capitol View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- **Marion Barry Ave and Martin Luther King Aves SE Corridor** (Historic Anacostia, Fairlawn, Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- **Marion Barry Ave and Alabama Aves Corridor** (Skyland, Woodland, Garfield Heights) in Ward 8
- **Martin Luther King Ave and Alabama Ave Corridor** (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- **South Capital St and Chesapeake St SE Corridor** (Bellevue, Washington Highlands) in Ward 8

FY25 Housing Counseling Services Workplan

Organization Name:
Grant Number:

Performance Period: 2/1/2025 to 01/31/2025

HA Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	HUDA Ward 7 & 8 MI Services	Total
A1	HUD Housing Counseling	10	Number of First Time Homebuyers Purchasing Homes	Public Service or NRSA	$48,000.00	$140,784.44	$0.00	$188,784.44
A1		500	Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		700	Number of 1:1 Counseling Sessions (Budget & Credit)					
A1		300	Number of unduplicated households					
A1		400	Number of 1:1 Homebuyer Counseling Sessions					
A1		200	Number of unduplicated households					
A2	8-Hour Homebuyer Class	8	Number of 8-hour Homebuyer Educations Classes	Public Service or NRSA	$45,000.00	$0.00	$0.00	$45,000.00
A2		250	Number of Attendees of 8-hour Homebuyer Classes					
A2		250	Number of DHCD Certificates issued					
A3	HPAP (EAHP/HELAHP) (NPS ONLY)	60	Number of HPAP Pre Purchase Orientations conducted	Non-Public Service or NRSA	$56,000.00	$115,000.00	$0.00	$171,000.00
A3		500	Number of Attendees at HPAP Orientations					
A3		50	Number of Files submitted to HPAP Administrators					
A3		150	Number of 1:1 HPAP Counseling Sessions					
A3		50	Number of unduplicated households					
A4	IZ/ADU Orientations	40	Number of IZ Orientations Conducted	Public Service or NRSA	$60,810.56	$0.00	$0.00	$60,810.56
A4		800	Number of Attendees at IZ Orientations					
A4		800	Number of DHCD Certificates issued					
A5	IZ/ADU Income Certifications	600	Number of IZ/ADU Income Certifications completed	Public Service or NRSA	$415,000.00	$0.00	$0.00	$415,000.00
A6	PADD	6	Number of PADD group training/coaching	Public Service or NRSA	$29,000.00	$0.00	$0.00	$29,000.00
A6		85	Number of Attendees at PADD group training					
A6		0	Number of 1:1 PADD sessions (if applicable)					
A6		5	Number of unduplicated households receiving 1:1 PADD sessions					
A6		5	Number of PADD Income Certifications					
A7	General Housing Services & Information (Group Training)	8	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)	Public Service or NRSA	$24,000.00	$0.00	$65,000.00	$89,000.00
A7		70	Number of Attendees at Financial Literacy Trainings					
A7		0	Number of Homebuyer Clubs Meetings					
A7		0	Total of Attendees at Homebuyer Club Meetings					
A7		0	Number of group trainings or workshops not reported in other categories					
A7		0	Number of Attendees at group trainings or workshops not reported in other categories					
B10	Eviction Counseling	15	Number of Eviction workshops	Public Service or NRSA	$46,000.00	$59,405.00	$70,000.00	$175,405.00
B10		200	Number of Attendees at Eviction workshops					
B10		270	1:1 Eviction Counseling					
B10		90	Unduplicated households 1:1 Eviction Counseling					
B10		40	Number referred to Attorney(s) for Legal Services					
B10		0	Number of 1:1 Attorney Consultations (Law Firm Subrecipients Only)					
B10		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecipients Only)					
B10		50	Number Evictions Prevented					
B11	SFRR	8	Number of SFRAP Orientations conducted (required)	Public Service or NRSA	$25,000.00		$15,000.00	$40,000.00
B11		12	Number of 1:1 Intake sessions					
B11		12	Number of unduplicated households					
B11		6	Number of complete applications submitted in SFRAP Portal					
B12	Legal Services for Seniors, Coops and Condos (Law Firm Subrecipients Only)	0	Senior households receiving legal services	Public Service or NRSA				$0.00
B12		0	Coop Associations receiving legal services					
B12		0	Condo Associations receiving legal services					
B12		0	Number of Pro Bono Legal Services Recruited and Retained					
B12		0	Number of Trainings for Law Firms (Trainings)					
B12		0	Number of Attendees at Trainings for Law Firms (Attendees)					
B12		0	Number of new partnerships initiated					
B12		0	Total Number of Trainings to and work with Pro Bono Provided					
B12		0	Number of outreach presentations conducted					
B12		0	Number of outreach activities conducted					
B12		0	Number of Senior Households that received Legal Counsel or Consultation					
B12		0	Number of Senior Households that received Legal Representation					
B12		0	# of clients helped with Schedule H					
B12		0	# of clients helped with life planning docs					
B12		0	# pro bono attorneys engaged in housing-related matters					
B12		0	# veterans receiving legal counsel/advice					
B13	Technical Assistance for Co-Ops and Condo Associations	10	Number of Co-Op Associations receiving Technical Assistance					
B13	Coops	6	Number of Action Plans written for Co-Op Associations					
B13	Coops	0	Number of Successful Outcomes for Co-Op Associations					

B13	Coops	8	Number of Asset Management Improvement Services Provided for Co-Op	Public Service or NRSA	$25,000.00		$45,000.00	$70,000.00
B13	Coops	0	Number of Asset Management Tactical Support Services Provided to Co-Op					
B13	Coops	10	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Legal Assistant Services provided to Distressed Co-Op Associations					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	10	Number of Organization Sustainability Tactical Support Services Provided to Co-Ops					
B13	Coops	5	Number of Ownership Education Sessions provided to different ownership models including shared equity					
B13	Coops	0	Number of Relocation Plans completed and accepted for Co-Ops					
B13	Coops	6	Numbers of Trainings on Board Operations Governance & Management to Co-ops					
B13	Coops	20	Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management					
B13	Coops	0	Number of written Asset Management & Sustainability Plans for Co-Ops					
B13	Condos	10	Number of Condo Associations receiving Technical Assistance					
B13	Condos	6	Number of Action Plans written for Condo Associations					
B13	Condos	10	Number of Successful Outcomes for Condo Associations					
B13	Condos	6	Number of Asset Management Improvement Services Provided for Condo					
B13	Condos	0	Number of Annual Survey of Clients (prospective) to gauge success and appropriate methodologies completed for Condo					
B13	Condos	10	Number of Asset Management Tactical Support Services Provided to Condo					
B13	Condos	0	Number of Legal Assistant Services provided to Distressed Condo Associations					
B13	Condos	0	Number of Consultative Services Provided to Condo Associations and Clients					
B13	Condos	10	Number of Organization Sustainability Tactical Support Services Provided to Condo Associations					
B13	Condos	5	Number of Relocation Plans completed and accepted for Condo Associations					
B13	Condos	0	Numbers of Trainings on Board Operations Governance & Management to condo associations					
B13	Condos	10	Number of written Asset Management & Sustainability Plans for Condo Associations					
B13	Coops and Condos	6	Number of Annual Survey of Clients (prospective) to gauge success and appropriate methodologies completed					
B13	Coops and Condos	0	Number of Agreements (Coops and Condos) retained to private/ nonprofit Law Firm					
B13	Coops and Condos	0	Numbers of Trainings on Development including Relocation and Construction Management					
B14	Technical Assistance for Small Apartment Owners (25 units and less)	0	Number of Inquiries Received	Public Service or NRSA				$0.00
B14		0	Number of Owners/Managers receiving Services					
B14		0	Number of Action Plans Written					
B14		0	Number of Action Plans Implemented/Completed					
B14		0	Number of Owners/Managers needing Asset Management Guidance					
B8	General Home Management (Post Purchase Non-Delinquent)	0	Number of Homeownership Preservation Workshops	Public Service or NRSA	$22,000.00		$28,000.00	$50,000.00
B8		0	Number of Attendees at Homeownership Preservation Workshops					
B8		0	Number of Post-Purchase Workshops (not including Homeownership Preservation)					
B8		0	Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation					
B8		40	Number of 1:1 Post-Purchase Counseling Sessions					
B8		10	Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions					
B9	Foreclosure Counseling	4	Number of Foreclosure Workshops	Public Service or NRSA	$12,000.00			$12,000.00
B9		6	Number of Attendees at Foreclosure Workshops					
B9		1700	Number of 1:1 Foreclosure Counseling Sessions					
B9		400	Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions					
B9		0	Number of 1:1 Attorney Consultations (Law Firm Subrecipients Only)					
B9		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecipients Only)					
B9		50	Number referred to Attorney(s) for Legal Services					
B9		300	Number of Foreclosures Prevented					
C15	TOPA Pre-Purchase Counseling & Training	160	Number of TOPA Meetings with Tenant Association	Public Service or NRSA	$105,000.00		$267,000.00	$372,000.00
C15		1700	Number of Attendees at TOPA Meetings					
C15		40	Number of TOPA Training Workshops to Tenants					
C15		200	Number of Attendees at TOPA Training Workshops					
C16	TOPA Post-Purchase Counseling & Training	25	Number of TOPA Post Purchase Training Workshops	Public Service or NRSA	$30,000.00		$65,000.00	$95,000.00
C16		300	Number of Attendees at TOPA Post Purchase Workshops					
C16		250	Number of unduplicated households					
C16		0	Number of one on one counseling sessions					
C16		0	Number of group training/coaching					
C17	Tenant Counseling for HPA - Rental Accomodation Division	0	Number of unduplicated households	Public Service or NRSA	$50,000.00		$80,000.00	$130,000.00
C17		0	Number of one on one counseling sessions					
C17		50	Number of group training/coaching					
C17		400	Number of Attendees at group training/coaching					
Marketing	MARKETING AND OUTREACH	12	Housing Fairs	Public Service or NRSA	$20,000.00		$35,000.00	$54,000.00
Marketing		10	Other Tabling Events					
Marketing		10000	Flyers Distributed					
Marketing		700	Social Media Posts (Facebook, LinkedIn, Instagram)					
Marketing		250000	Mailings					
Marketing		0	Paid Advertising (display ads in print)					
Marketing		1	Other					

Marketing			Other					
	TOTALS	272543			$1,624,516.55	$213,189.44	$679,608.60	$2,015,890.59

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit B Budget

- Schedules A (3-1) and A (3-2) for the First Performance Period

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	3/1/2025 - 9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	COMMUNITY BASED
WARD (if applicable):	
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$ 1,683,989.00	$ -	$ 1,683,989.00
Consultants	$ 10,000.00	$ -	$ 10,000.00
Space	$ 117,880.00	$ -	$ 117,880.00
Utilities	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Consumables	$ -	$ -	$ -
Marketing & Outreach	$ -	$ -	$ -
Training	$ 1,500.00	$ -	$ 1,500.00
IT Services & Support	$ -	$ -	$ -
Travel	$ 1,500.00	$ -	$ 1,500.00
Equipment	$ -	$ -	$ -
	$ -	$ -	$ -
Total Direct Cost	$ 1,814,869.00	$ -	$ 1,814,869.00
Total Indirect Costs (De Minimis Cost Rate 10%)	$ 195,131.00	$ -	$ 195,131.00
Total Costs	$ 2,010,000.00	$ -	$ 2,010,000.00

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM
Budget Form A (3-2): Personnel Information

Rev. 08/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	3/1/2025 - 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
Personnel Subtotals		$ 3,384,000.00				$ 1,403,324.00

Fringe Benefits (Max 20%)	$ 280,665.00
Total NBAP Grant Personnel Costs	$ 1,683,989.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	3/1/2025 - 9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	PUBLIC SERVICES
WARD (if applicable):	
c	Housing Counseling

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$ 853,254.00	$ -	$ 853,254.00
Consultants	$ 10,000.00	$ -	$ 10,000.00
Space	$ 59,728.00	$ -	$ 59,728.00
Utilities	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Consumables	$ -	$ -	$ -
Marketing & Outreach	$ -	$ -	$ -
Training	$ 1,500.00	$ -	$ 1,500.00
IT Services & Support	$ -	$ -	$ -
Travel	$ 1,500.00	$ -	$ 1,500.00
Equipment	$ -	$ -	$ -
	$ -	$ -	$ -
Total Direct Cost	$ 925,982.00	$ -	$ 925,982.00
Total Indirect Costs (De Minimis Cost Rate 10%)	$ 98,828.56	$ -	$ 98,828.56
Total Costs	$ 1,024,810.56	$ -	$ 1,024,810.56

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	3/1/2025 - 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
Personnel Subtotals		$ 3,384,000.00				$ 711,045.00

Fringe Benefits (Max 20%)	$ 142,209.00
Total NBAP Grant Personnel Costs	$ 853,254.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	3/1/2025 - 9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (If applicable):	NON PUBLIC SERVICES
WARD (if applicable):	
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$ 266,011.00	$ -	$ 266,011.00
Consultants	$ -	$ -	$ -
Space	$ 18,621.00	$ -	$ 18,621.00
Utilities	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Consumables	$ -	$ -	$ -
Marketing & Outreach	$ -	$ -	$ -
Training	$ -	$ -	$ -
IT Services & Support	$ -	$ -	$ -
Travel	$ -	$ -	$ -
Equipment	$ -	$ -	$ -
	$ -	$ -	$ -
Total Direct Cost	$ 284,632.00	$ -	$ 284,632.00
Total Indirect Costs (De Minimis Cost Rate 10%)	$ 30,557.00	$ -	$ 30,557.00
Total Costs	$ 315,189.00	$ -	$ 315,189.00

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/16/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	3/1/2025 - 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
Personnel Subtotals		$ 3,384,000.00				$ 221,676.00

Fringe Benefits (Max 20%)	$ 44,335.00
Total NBAP Grant Personnel Costs	$ 266,011.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	3/1/2025 - 9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	NRSA WARD 7-8
WARD (if applicable):	7, 8
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$ 564,724.00	$ -	$ 564,724.00
Consultants	$ -	$ -	$ -
Space	$ 39,531.00	$ -	$ 39,531.00
Utilities	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Consumables	$ -	$ -	$ -
Marketing & Outreach	$ -	$ -	$ -
Training	$ -	$ -	$ -
IT Services & Support	$ -	$ -	$ -
Travel	$ -	$ -	$ -
Equipment	$ -	$ -	$ -
	$ -	$ -	$ -
Total Direct Cost	$ 604,255.00	$ -	$ 604,255.00
Total Indirect Costs (De Minimis Cost Rate 10%)	$ 65,745.44	$ -	$ 65,745.44
Total Costs	$ 670,000.44	$ -	$ 670,000.44

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM
Budget Form A (3-2): Personnel Information

Rev. 08/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	3/1/2025 - 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
Personnel Subtotals		$3,459,000.00				$470,603.00

Fringe Benefits (Max 20%)	$94,121.00
Total NBAP Grant Personnel Costs	$564,724.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

Exhibit C Required Reporting

- Monthly Performance Report
- Monthly Report of Group Trainings
- Monthly Report on Outreach and Marketing Activities
- Monthly Reporting of Special Activities
- Monthly Reporting of changes in personnel relative to grant work and payroll
- Quarterly Beneficiary Data
- Quarterly Language Access Report
- Quarterly Data Report

DC Department of Housing and Community Development

Deadline 00/00/0000

FY25 RFA: Housing Services

SHOW PROGRAM OVERVIEW SHOW PROGRAM REQUIREMENTS

SHOW SECTION 3.2 - HOUSING SERVICES: DESCRIPTION OF HOUSING PROGRAMS AND SERVICES SHOW LIBRARY

HIDE ZOOMGRANTS HELP SHOW ATTACHMENTS 1

ZoomGrants Help [hide this]

Creating a New Application to Submit
The 'Saving' screen is still flashing...now what?
Missed Deadline FAQs
Invite Collaborators to Work on Application

Applicant View

Application Status: Not Submitted

Basic Information Part I and II Application Narrative Questions Budget Organizational and Financial Capacity

Required Attachments Activity Log

Report **OVERDUE** Report Totals

Ask a Report Question

(answers are saved automatically when you move to another field)

Instructions Show/Hide

As in the past, Performance Reporting is divided into three sections:

- **Workplan Metrics** (numbers only),
- **Accomplishment Narrative** (Text Boxes), and
- **Various uploads** (spreadsheets usually).

This data is extremely important. Reports can affect performance goals and funding. Your reports are used to report to the City Administrator, the Mayor (including DMPED) and to the District Council and its Committee on Housing. Where uploads are required, **use excel files or Word files.** This will allow your information to be uploaded into the database and reported to District leaders.

For **Workplan Metrics,** use only numbers or leave it blank. **Letters such as N/A are to be avoided.** This will make your report impossible to be uploaded in the DHCD database and will require your corrections. Only numbers zero (0) and above can be used. If a metric is left blank, it will be treated as a zero.

In the **Accomplishment Narrative,** text boxes are provided to provide statements of activities or the information requested. In the first Report, please answer Question 22 (Points of Contact) with all points of contact for the areas mentioned. Thereafter in subsequent months, if there are no changes, it is okay to say, "No Changes". The same is true for Question 21 (staffing). Please answer Question 23 (Success Stories), Question 24 (Good News), Question 25 (Other DC agencies and initiatives). Question 26 is important. Remember the RFA asked applicants to align outreach to the Focus Areas mentioned on pages 33 and 34 of the RFA. Mentioning specific Focus Areas in the narrative for Q26 is helpful.

The **Document Upload** section is where excel spreadsheets (usually, sometimes Word Documents) are uploaded. **PDFs cannot be uploaded into database.** [The District of Columbia is fortunate to have many DC Based Programs such as HPAP, IZ/ADU, PADD, SFRRP, TOPA, HRA/RAD related activities, as well as direct services to tenants and tenant groups, and services to Condo/Coop Associations. DHCD staff need monthly reporting in order to better do their work and respond to the needs of DC citizens. These reports are shared directly with the appropriate program manager.]

There three areas of your activities will be reported on a monthly basis to help us meet our HUD and DC Government requirements and the needs of DC residents.

Reporting for Fiscal Year 2025 will begin with Report # 1. The end of Government's fiscal year (9/30/2025) will conclude with Report # 10 and the close-out of FY25 Purchase Orders. The complete schedule is below for the monthly report.

Other Reporting: Beneficiary Data and Language Access

Other reports are also required. These include **Beneficiary Report** and **Language Access Report.** These two reports are required on a quarterly basis. These reports will not be answered within ZoomGrants. The Office of Program Monitoring will provide the spreadsheets to use for these quarterly reports. Please see your Grant Agreement for additional information about the monthly and quarterly reports. Please note, the Beneficiary Report corresponds to the sources and uses of your Grant Agreement. A separate Beneficiary Report is needed for each type of funding awarded: Public Service (PS), Non-Public Service (NPS) and NRSA Wards 7 & 8 PS and NPS.

These quarterly reports will be due:

Oct/Nov/Dec 2/24/2025

Jan/Feb/March 4/10/2025

April/May/June 7/10/2025

July/August/Sept 10/10/2025

Please note we cannot extend these deadlines since they are HUD's deadlines and not in our control. Please submit your report on schedule.

Please remember HUD views reporting and reimbursement requests as inseparable and therefore to be coordinated at the same time. Please avoid not filing on the deadline.

Monthly Reporting on Performance and Accomplishments

Report Number Period Covers Due Date

Report Number	Period Covers	Due Date	Notes
Report 1	FY25 Q1 (Oct/Nov/Dec)	03/03/2025	
Report 2	January	03/03/2025	
Report 3	February	03/10/2025	
Report 4	March	04/10/2025	
Report 5	April	05/10/2025	
Report 6	May	06/10/2025	
Report 7	June	07/10/2025	
Report 8	July	08/10/2025	
Report 9	August	09/10/2025	
Report 10	September	10/10/2025	

In ZoomGrants reporting, there are data questions. Please enter only a whole number. If a particular question doesn't apply to your statement of work and workplan, please enter zero. The narrative questions also require a response. If there is nothing to report in the narrative, please enter a statement such as "No changes" or "Not applicable".

Report 1: **3/3/2025** Report 2: **3/3/2025** Report 3: 3/10/2025 Report 4: 4/10/2025 Report 5: 5/10/2025

Report 6: 6/10/2025 Report 7: 7/10/2025 Report 8: 8/10/2025 Report 9: 9/10/2025 Report 10: 10/10/2025

Report 1: 3/3/2025

This report is OVERDUE. Submit Report 1

Agency

This is a branching question. The system will remove questions that do not apply to you based on your answer to Question #1.

Please disregard the number sequencing.

1. Identify Your Agency Name

This is a branching question. Only the questions that apply to your agency will appear.

- ○ CARECEN-Central American Resource Center
- ○ Centro de Apoyo Familar

- ○ Greater Washington Urban League, Inc.
- ○ Housing Counseling Services
- ○ Latino Economic Development Corporation of Washington DC
- ○ Legal Counsel for the Elderly
- ○ Lydia's House in Southeast, Inc.
- ○ Manna, Inc.
- ○ Marshall Heights Community Development Organization, Inc.
- ○ Mi Casa
- ○ Neighborhood Legal Services Program of the District of Columbia
- ○ University Legal Services

Workplan Accomplishment Metrics

2. A1: HUD Housing Counseling

Ignore the auto-total number.

Number of First Time Homebuyers Purchasing Homes

Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)

Number of 1:1 Counseling Sessions (Budget & Credit)

Number of unduplicated households

Number of 1:1 Homebuyer Counseling Sessions

Number of unduplicated households

3. A2: 8-Hour Homebuyer Class

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of 8-hour Homebuyer Educations Classes

Number of Attendees of 8-hour Homebuyer Classes

Number of DHCD Certificates issued

4. A3: HPAP (EAHP/NEAHP)

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of HPAP Pre Purchase Orientations conducted

Number of Attendees at HPAP Orientations

Number of Files submitted to HPAP Administrators

Number of 1:1 HPAP Counseling Sessions

Number of unduplicated households

5. A4: IZ/ADU Orientations

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of IZ Orientations Conducted

Number of Attendees at IZ Orientations

Number of DHCD Certificates issued

6. A5: IZ/ADU Income Certifications

Ignore the auto-total number.

Number of IZ/ADU Income Cetifications completed

7. A6: PADD

Ignore the auto-total number.

Number of PADD group training/coaching

Number of Attendees at PADD group training

Number of 1:1 PADD sessions (if applicable)

Number of unduplicated households receiving 1:1 PADD sessions

Number of PADD Income Certifications

8. A7: General Housing Services & Information (Group Training)

Ignore the auto-total number.

Number of Financial Literacy Trainings (including but not limited to credit & budgeting)

Number of Attendees at Financial Literacy Trainings

Number of Homebuyer Clubs Meetings

Total of Attendees at Homebuer Club Meetings

Number of group trainings or workshops not reported in other categories

Number of Attendes at group trainings or workshops not reported in other categories

9. B8: General Home Management (Post Purchase Non-Delinquent)
Ignore the auto-total number.

Number of Homeownership Preservation Workshops

Number of Attendees at Homeownership Preservation Workshops

Number of Post-Purchase Workshops (not including Homeownership Preservation)

Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)

Number of 1:1 Post-Purchase Counseling Sessions

Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions

10. B9: Foreclosure Counseling
Ignore the auto-total number.

Number of Foreclosure Workshops

Number of Attendees at Foreclsoure Workshops

Number of 1:1 Foreclosure Counseling Sessions

Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number of Foreclsoures Prevented

11. B10: Eviction Counseling

Ignore the auto-total number.

Number of Eviction workshops

Number of Attendees at Eviction workshops

1:1 Eviction Counseling

Unduplclated households 1:1 Eviction Counseling

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number Evictions Prevented

12. B11: SFRR

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of SFRRP Orientations conducted (required)

Number of 1:1 Intake sessions

Number of unduplicated households

Number of complete applications submitted in SFRRP Portal

13. B12: Legal Services for Seniors, Coops and Condos

Ignore the auto-total number.

Senior households receiving legal services

Coop Associations receiving legal services

Condo Associations receiving legal services

Number of Training for Law Firms

Number of Attendees at law firm training

Number of outreach activities

Number of new partnerships initiated

Number of clients helped with Schedule H

Number of clients helped with life planning docs

Number pro bono attorneys engaged in housing-related matters

Number veterans receiving legal counsel/advice

14. B13: Technical Assistance for Coop
Ignore the auto-total number.

Number of Co-Op Associations receiving Technical Assistance

Number of Action Plans written for Co-Op Associations

Number of Successful Outcomes for Co-Op Associations

Number of Asset Management Improvement Services Provided for Co-Op

Number of Asset Management Tactical Support Services Provided to Co-Op

Number of Consultative Services Provided to Co-Op Associations and Clients

Number of Legal Assistant Services provided to Distressed Co-Op Associations

Number of Organization Sustainability Tactical Support Services Provided to Co-Ops

Number of Ownership Educations Sessions provided to different ownership models including shared equity

Number of Relocation Plans completed and accepted for Co-Ops

Numbers of Trainings on Board Operations Governance & Management to Co-ops

Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management

Number of written Asset Management & Sustainability Plans for Co-Ops

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Co-Op Associations

Number of Associations (Coops) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Co-Op Associations

16. B13: Technical Assistance for Condo Associations

Ignore the auto-total number.

Number of Condo Associations receiving Technical Assistance

Number of Action Plans written for Condo Associations

Number of Successful Outcomes for Condo Associations

Number of Asset Management Improvement Services Provided for Condo

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo

Number of Asset Management Tactical Support Services Provided to Condo

Number of Legal Assistant Services provided to Distressed Condo Associations

Number of Consultative Services Provided to Condo Associations and Clients

Number of Organization Sustainability Tactical Support Services Provided to Condo Associations

Number of Relocation Plans completed and accepted for Condo Associations

Numbers of Trainings on Board Operations Governance & Management to condo associations

Number of written Asset Management & Sustainability Plans for Condo Associations

Number of Associations (Condos) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Condo Associations

16. B14: Technical Assistance for Small Apartment Owners (25 units and less)
Ignore the auto-total number.

Number of Inquiries Received

Number of Owners/Managers receiving Services

Number of Action Plans Written

Number of Action Plans Implemented/Completed

Number of Owners/Managers needing Asset Management Guidance

17. C15: TOPA Pre-Purchase Counseling & Training
Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Meetings with Tenant Association

Number of Attendees at TOPA Meetings

Number of TOPA Training Workshops to Tenants

Number of Attendees at TOPA Training Workshops

18. C16: TOPA Post-Purchase Counseling & Training
Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Post Purchase Training Workshops

Number of Attendees at TOPA Post Purchase Workshops

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

19. C17: Tenant Counseling for HRA - Rental Accommodation Division

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

Number of Attendees at group training/coaching

20. Marketing & Outreach

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Housing Fairs

Other Tabling Events

Flyers Distributed

Social Media Posts (Facebook, LinkedIn, Instagram)

Mailings

Paid Advertising (display ads in print)

Other

Accomplishment Narrative

21. Staffing Information: Any changes (terminations or new hires) in staff members who are on the grant? Or in the Executive Leadership or Management Team? Number of HUD Certified Counselors (expressed as FTEs) on staff at the

end of this reporting period?

Maximum characters: 1000. You have 1000 characters left.

22. Who are the current Points of Contact and email for the following: 1) Executive Leader (NOTE: Executive leader is copied on all communication): 2) Grant/Fund Development: 3) Grant/Accounting: 4) Program Managers/Directors/Supervisors:

Maximum characters: 1000 You have 1000 characters left

23. Please provide us with client success story/stories for this quarter by program. You may provide a link to an article that has been written for other purposes (newsletter, website, or newspaper article).
Redact (use a pseudonym) for any client name or other personal identifying information if you have not received a release.

Maximum characters 3000. You have 3000 characters left.

24. Any good news to share? Any events and activities coming up? (e.g. obtained other grant funds to leverage DHCD grant, Open Houses, Presentations, Community Events, etc.)
Upload a calendar of upcoming program events (in-person or webinars).

Maximum characters: 3000. You have 3000 characters left.

25. Describe your organization's involvement in other projects or initiatives with other District agencies.

Maximum characters: 3000. You have 3000 characters left.

26. Describe your marketing and outreach during this period. What groups or areas did you market to, numbers, and in what way did you contact them (mail, event, email, personal, media, etc.)?

Maximum characters: 3000. You have 3000 characters left.

27. Describe any specific obstacles (if any) to your organization's program or service delivery during this period?

Maximum characters: 3000. You have 3000 characters left.

Documents Requested *	Required?	Uploaded Documents *	
ALL: Procurement Report, as applicable Download template: Procurement Report			Upload
ALL: Language Access for Outreach and Group Sessions Download template: Language Access for Outreach and Group Sessions	Required		Upload
ALL: Calendar of Next Quarter (3 months) of Orientations, Trainings, Workshops & 8-Hour Classes	Required		Upload
A-2 HBE 8-Hour Class Attendance Certificates Download template: A-2 HBE 8-Hour Class Attendance Certificates			Upload
A-3 Homebuyer Assistance Program Intake Download template: A-3 Homebuyer Assistance Program Intake			Upload
A-4 IZ Orientation Attendance Certificates Download template: A-4 IZ Orientation Attendance Certificates			Upload
B-11 SFRRP Intake Download template: B-11 SFRRP Intake			Upload
C-15 and C-16 TOPA Reporting Download template: C-15 and C-16 TOPA Reporting			Upload
C-17 Training for Tenants and Tenant Organizations Download template: C-17 Training for Tenants and Tenant Organizations			Upload

* *ZoomGrants™ is not responsible for the content of uploaded documents.*

CDBG PUBLIC SERVICE* HOUSING COUNSELING (HC) PROGRAM

HEAD OF HOUSEHOLD DEMOGRAPHICS

IDIS Number	
Community Based Organization (CBO)	
National Objective/Matrix Code	
Project Address	
Proposed HOUSEHOLDS TO Serve	
Total HOUSEHOLDS Served	
Difference Used for CAPER Analysis	

Tip #1	Avoid Duplicative Reporting
Tip #2	Complete each cell; even if N/A (Not Applicable)
Tip #3	Do not combine Carryed-Out Cells
Tip #4	Based on HEAD of HOUSE HOLD
Tip # 5	Internet Quarterly
Tip #6	Public Services - HC (but cannot show proof a home was purchased)
Tip # 7	DFH - Sally Ann Fiorito, DHCD Grant Management Officer, sally-ann.fiorito@dc.gov

HEAD OF HOUSEHOLD CHARACTERISTICS

Race/Ethnicity/Household Composition	Q 1 Number of Households Served	Number of Hispanic Hshl	Number of Hispanic Hshl WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHlds Outside Ward 7/8	SUBTOTAL HHlds Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NEPA	HD	Outside DHV	Owner	Tenant	Female Hshl	Elderly 62 + Hshl	Homeless Hshl	Formerly Homeless Hshl	Veteran Hshl	Disabled Hshl	Household Size	ALL PRIOR PERIOD: Total Head of Household	ALL PRIOR PERIOD: Total LMI Hhlds	ALL PRIOR PERIOD: Total Tenants and Owners
White	0	0			0																							
Black/African American	0	0			0																							
Asian	0	0			0																							
Native American/Alaskan Native					0																							
Native Hawaiian/Other Pacific Islander					0																							
Native American/Alaskan Native & White					0																							
American Indian/Alaskan Native & Black					0																							
Asian & White					0																							
Black/African American & White					0																							
Native American/Alaskan Native & Black/African American					0																							
Other Multi Racial					0																							
Did Not Report					0																							
TOTAL	0	0			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Income Data (In accordance with HUD Part 5)	Q 1 Number of Households Served	Number of Hispanic Hshl	Number of Hispanic Hshl WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHlds Outside Ward 7/8	SUBTOTAL HHlds Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NEPA	HD	Outside DHV	Owner	Tenant	Female Hshl	Elderly 62 + Hshl	Homeless Hshl	Formerly Homeless Hshl	Veteran Hshl	Disabled Hshl	Household Size	ALL PRIOR PERIOD: Total Head of Household	ALL PRIOR PERIOD: Total LMI Hhlds	ALL PRIOR PERIOD: Total Tenants and Owners
Extremely Low 0-30 %	0			0	0																							
Low 31% -50%	0			0	0																							
Moderate 51%-80%	0			0	0																							
Non-Low/Moderate 81% -110%	0			0	0																							
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Additional Data (Does not apply to Single Family Residential Rehabilitation Program)	Q 1 Number of Households Served	Number of Hispanic Hshl	Number of Hispanic Hshl WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHlds Outside Ward 7/8	SUBTOTAL HHlds Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NEPA	HD	Outside DHV	Owner	Tenant	Female Hshl	Elderly 62 + Hshl	Homeless Hshl	Formerly Homeless Hshl	Veteran Hshl	Disabled Hshl	Household Size	ALL PRIOR PERIOD: Total Head of Household	ALL PRIOR PERIOD: Total LMI Hhlds	ALL PRIOR PERIOD: Total Tenants and Owners
Implying or Considering Access to Service or Benefit				0	0																							
Denied				0	0																							
Which Improved Access to Service or Benefit				0	0																							
Received a Service or Benefit But no Longer Participated				0	0																							
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Language Access

The recent Executive Order of the President makes English the Official Language of the United States.

Grantees may translate forms, document, trainings into other languages as they deem appropriate for the benefit of clients.

Grantees may also make provision for clients to have access who are English Proficient/Non-English Proficient (LEP/NEP).

The Language Access line remains available to Grantees. OPM can provide the phone number.

Grantees are encouraged to report on a quarterly basis concerning language accommodation for clients.

Tracking includes:

- Language
- Use of interpreter, bi-lingual staff person or language access telephonic line
- Used on the group basis or individual and the number of each

Exhibit D Method to determine Client Eligibility for Services

Method to determine Client Eligibility for Services:
By Household

DHCD will provide the spreadsheet to use for this Quarterly Report

If a grantee has two or three sources/uses of grant funds, a separate report is needed for each.

Sources/Uses includes

1. Public Services (PS),
2. Non-Public Services (NPS) and
3. NRSA Wards 7 & 8 PS & NPS.

For each the Household report includes:

Section 1

Grantees will provide the following information concerning race/ethnicity which shall be recorded by

- Ward,
- Head of Household,
- Tenant/Owner

White
Black/African American
Asian
Native American/Alaskan Native
Native Hawaiian/Other Pacific Islander
Native American/Alaskan Native & White
American Indian/Alaskan Native & White
Asian & White
Black/African American & White
Native American/Alaskan Native & Black/African American
Other Multi Racial
Did Not Report
TOTAL

Section 2

Also, each household shall be counted by income category using the CDBG income categories and dollar amounts. (See chart in this exhibit.)

Section 3

Lastly, each household shall be counted by CDNG service category.

With New or Continuing Access to Service or Benefit
With Improved Access to Service or Benefit
Received a Service or Benefit that is No Longer Substandard

The Number of Households in each of the above calculations be the same. That is, if 100 households are reported in Section 1, there must be 100 in reported also in Sections 2 and 3.

This procedures is repeated for:

- Non-Public Service Activities
- NRSA Wards 7 & 8 Public Service and Non-Public Service

INCOME LIMITS WITH UNCAPPED LIMITS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
U.S. Department of Housing and Urban Development (HUD) FY 2023
Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	84,400	96,450	108,500	120,550	130,200	139,850	149,500	159,150

	Median Income	Family Four Low Income Limit
DC	$152,100	$95,300

This grant will consider eligibility based on Household Beneficiary Data

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit E Budget Modification Form

INCOME LIMITS WITH UNCAPPED LIMITS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
U.S. Department of Housing and Urban Development (HUD) FY 2023
Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	84,400	96,450	108,500	120,550	130,200	139,850	149,500	159,150

	Median Income	Family Four Low Income Limit
DC	$152,100	$95,300

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit F Drug Free Workplace Certification

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code. and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - lll, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. Debarment, Suspension, And Other Responsibility Matters (Direct Recipient)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

1. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F. for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020. Notice shall include the identification number(s) of each effected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and incising termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (1), (c), (d), (e), and (f).

B. The applicant may insert in the space provided below the sites) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Drug-Free Workplace (Grantees who are Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, subpart F, for grantees as defined at 28 CFR Part 67; Sections 67 615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020.

As the duly authorized representative of the applications,
I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address

Housing Counseling Services, Inc.
2410 17th Street, NW, Suite 100 (Adams Alley)
Washington, DC 20009

52-0958568

2. Application Number and/or Project Name — **3. Grantee IRS/Vendor Number**

FY 2025 Housing Counseling Services Program

4. Typed Name and Title of Authorized Representative

Marian Siegel, Executive Director

Marian Siegel

October 22nd, 2024

5. Signature — **6. Date**

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit G Service Area Eligibility

This grantee provides services to residents of all DC Wards and will focus on the neighborhoods in these corridors where DHCD has invested resources for housing development.

- 16th St NW Corridor near the intersection with Havard St NW (Columbia Heights) in Ward 1
- Georgia Ave and New Hampshire Ave NW Corridor (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- Rhode Island Ave and South Dakota Ave NE Corridor (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 5
- M and South Capitol Streets SW Corridor (Greenleaf/Waterfront) in Ward 6
- Benning Road and Florida Ave NE Corridor (NoMa/Ivy City/Trinidad) Ward 6
- Minnesota Ave and Benning Rd NE Corridor (Benning, Greenway) in Ward 7
- Pennsylvania Ave and Minnesota Aves SE Corridor (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- East Capitol and Benning Rd Corridor (Capital View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- Marion Barry Ave and Martin Luther King Aves SE Corridor (Historic Anacostia, Fairlawn Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- Marion Berry Ave and Alabama Aves Corridor (Skyland, Woodland, Garfield Heights) in Ward 8
- Martin Luther King Ave and Alabama Ave Corridor (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- South Capital St and Chesapeake Aves SE Corridor (Bellevue, Washington Highlands) in Ward 8

Exhibit H Insurance Requirements

DHCD-BILL WINSTON-GRANT FOR VARIOUS COMMUNITY-BASED ORGANIZATIONS HOUSING COUNSELING AND SERVICES AF07082024

INSURANCE

A. GENERAL REQUIREMENTS. The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this grant, the types of insurance specified below. The Grantee shall submit a Certificate of Insurance to the Grant Administrator (GA) giving evidence of the required coverage prior to commencing performance under this grant. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the GA.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Grantee and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this grant, with the understanding that any affirmative obligation imposed upon the insured Grantee or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its subcontractors, and not the additional insured. The additional insured status under the Grantee's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the GA in writing. All of the Grantee's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Grantee or its subcontractors, or anyone for whom the Grantee or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the GA with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the GA in writing), covering liability for all ongoing and completed operations of the Grantee and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an

Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or it's equivalent) to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the GA in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee in connection with work under this agreement, with a minimum combined single limit of $1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Grantee shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Defense costs shall be in addition to and not erode the limits of liability
e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or it's equivalent)

3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

   Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   The Workers Compensation and Employers Liability shall be further endorsed to:
   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the GA of commercial umbrella or excess liability insurance with minimum limits of $5,000,000 per occurrence and $5,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS
Any and all subcontractors engaged by Grantee for work under this agreement shall be required to have the same insured required of Grantee. Should the Grantee wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Grantee shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Grantee. In either instance, the Grantee must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

E. DURATION. The Grantee shall carry all required insurance until all grant work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this grant and two years for non-construction related grants.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the Grantee's liability under this grant.

G. CONTRACTOR'S PROPERTY. Grantee and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.

H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the grant price.

I. NOTIFICATION. The Grantee shall ensure that all policies provide that the GA shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Grantee no long complying with the above requirements. The Grantee shall provide the GA with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the GA with an updated Certificate of Insurance should its insurance coverages renew during the grant. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Grantee at least 30 days' notice of the change. Grantee must comply, at your expense, and deliver to the GA evidence of compliance before the change becomes effective.

J. CERTIFICATES OF INSURANCE. The Grantee must send to GA, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Grantee must also provide us with evidence of renewal before the expiration date of each insurance policy. Grantee is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . Certificates of insurance must reference the corresponding grant number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:
William Winston, Grant Administrator (DHCD)
1909 Martin Luther King Jr Av SE, Washington DC 20020
771-208-9628
Bill.winston@dc.gov

The GA may request and the Grantee shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Grantee expires prior to completion of the grant, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the GA prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the GA on an annual basis as the coverage is renewed (or replaced).

K. DISCLOSURE OF INFORMATION. The Grantee agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Grantee, its agents, employees, servants or subcontractors in the performance of this grant.

L. CARRIER RATINGS. All Grantee's and its subcontractors' insurance required in connection with this grant shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.

M. WARRANTIES. When applicable, the Grantee should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). GA should collect, review for accuracy, and maintain all warranties for goods and services.

Exhibit I **Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures**

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director	CG	10/9/2025
2. Chris Earley, Deputy Director	CEE	10/8/25
3. Julia Wiley, General Counsel	JW	10/6/25
4. Bill Winston, Associate Director of Community Services	WW	9/30/2025
5. Ernest Merchant, Program Analyst	EM	9/25/25
6.		

SUBJECT: HOUSING COUNSELING SERVICES, INC. - Housing Services

Director's Comments:

Action

APPROVAL	CIRCULATE	CORRECTION	FILE	FYI	INVITATION	MEETING	SIGNATURE
☒	☐	☐	☐	☐	☐	☐	☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Housing Counseling Services, Inc.- NBAP FY26 Housing Services $3,000,000.00

Grant 2025-04

Originating Office

FROM: E. Merchant	TELEPHONE NUMBER:
DATE: 9/25/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE:

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

OFFICE OF THE DIRECTOR
OCT 9 '25 AM9:12

REV 1.0 10/25/23

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

OCT 0 9 2025

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Ernest Merchant
Program Analyst

Date: September 25, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Housing Counseling Services, Inc.**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$3,000,000.00**
ATTACHMENTS:	**FY25 Grant Agreement #2025-04** **FY26 Grant Modification #2025-04** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-04
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

MODIFICATION OF GRANT AGREEMENT
BY AND BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
AND
HOUSING COUNSELING SERVICES INC.

This Modification of Grant Agreement (the **"Modification"**) is entered into as of the 9 day of October 2025, (**"Effective Date"**), by and between the **District of Columbia**, a municipal corporation (hereinafter sometimes referred to as the **"District"**), acting by and through the District of Columbia Department of Housing and Community Development (hereinafter referred to as the **"Grantor"** or **"DHCD"**), and **Housing Counseling Services Inc.** [Entity Identifier NA6MQB4FM3C1], a non-profit corporation organized and existing under the laws of the District of Columbia, (hereinafter sometimes referred to as the **"Grantee"**) with its principal place of business at 2410 17th St NW Ste 100, Washington, DC 20009. The Grantor and Grantee shall be together referred to as the "Parties."

RECITALS:

1. DHCD, with offices at 1909 Martin Luther King, Jr. Avenue, SE, Washington, DC, 20020, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program pursuant to the District of Columbia Community Development Act of 1975 (D.C. Official Code § 6-1001 *et seq.*) and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Parties entered into a Grant Agreement (DHCD Contract No. 2025-04) **("Grant Agreement or "Agreement")** effective on February 1, 2025, that memorialized a funding award to Grantee derived from the District's Community Development Block Grant Program ("CDBG") Grant allocation for the purpose of providing a range of HUD housing counseling services that benefit low and moderate-income persons in the District of Columbia for the period from February 1, 2025 through December 31, 2025. (**"Grant Term"**). The Grant Agreement is attached hereto as ***Exhibit A*** and incorporated herein.

3. Section III.C. of the Grant Agreement included an erroneous statement regarding immigration status of Grant services beneficiaries.

4. Pursuant to Section XXII. of the Agreement, the Parties desire to amend the Agreement to correct that erroneous statement and for other purposes.

NOW, THEREFORE, in consideration of the mutual agreements of the Parties set forth herein, the Parties hereby agree as follows:

1. The above recitals are hereby incorporated and made a part of this Amendment.

2. Capitalized terms used in this Amendment that are not defined herein shall have the meanings given to such terms in the Grant Agreement.

3. **Section III. Grant Award Subsection C. Paragraph 1**
The second sentence, to include footnote 5 for a Housing Counseling Services Grant or footnote 7 for a Small Business Services Grant is deleted. **This change is retroactive to the Grant Effective Date.**

4. **Section IV. Grant Term and Periods of Performance**
The Grant term and Periods of Performance are revised. The text in the first paragraph of Section IV. is deleted and replaced with the following text:

*The term of this Agreement shall commence on the Effective Date and continue through September 30, 2026 (**"Grant Term"** or **"Term"**). There are two Performance Periods during this Term. The first Performance Period begins on the Effective Date and ends on September 30, 2025. The second Performance Period begins on October 1, 2025, and ends on September 30, 2026.*

5. **Section III. Grant Award** is amended to add a new subsection B. to read as follows:

*B. The Grant Award is amended to authorize a budget for Grant services to be provided during the Performance Period that begins October 1, 2025, and ends on September 30, 2026. (**"FY 2026 or FY 26"**). Total Grant authority in FY 26 shall not exceed **Three Million Dollars and No Cents [$3,000,000.]**.*

The FY 2026 Grant funding is allocated as follows:

Sources and Uses of Funds:

Public Service ("PS") [CDBG EN]	*$1,529,568.*
Non-Public Service ("NPS") [CDBG EN]	*$ 470,432.*
NRSAs Ward 7 and Ward 8 [CDBG EN]	*$1,000,000.*
TOTAL CDBG [EN]	*$3,000,000.*
TOTAL AWARD [All Sources]	*$3,000,000.*

Notwithstanding the designated source of funds, the Grantor reserves the right to provide funding from another source(s). In all cases, applicable Federal and District laws and regulations shall apply regardless of the source.

The FY 26 funds will be used to fund a range of services which HUD has defined as (insert one of the following)

- ***Housing Counseling Services: Public Services and Non-Public Services provided by a HUD Approved Counseling Agency ("HCA").***

The specific Grant activities are described in ***Exhibit B*** *attached hereto, which includes:*
(a) the Statement of Work,
(b) The Grantor approved Workplan

(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as ***Exhibit C****. and incorporated herein. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.*

6. The Parties agree that this Modification does not otherwise affect or impair their obligations under the Grant Agreement, and all terms, conditions and obligations of the Grant Agreement, not amended herein, shall continue in full force and effect as prescribed in the Grant Agreement.

7. This Modification shall be binding upon and inure to the benefit of the Parties to this Agreement and to their successors and assigns and continue so long as the Grant Agreement is effective.

8. Grantor and Grantee agree that if any of the terms and conditions contained herein shall contradict any of the terms and conditions in the Grant Agreement, the terms and conditions contained herein shall prevail.

IN WITNESS WHEREOF, the Parties have executed this Modification by and through their duly constituted and authorized officers and agents on the day and year first hereinabove written.

[Signature pages follow]

GRANTOR SIGNATURE PAGE

DISTRICT OF COLUMBIA, a municipal corporation acting by and through the Department of Housing and Community Development

By: _____
Colleen Green
Director

10/9/2025
Date

Legal Review:

By: Julia H Wiley
Office of the General Counsel
Department of Housing
and Community Development

Date: 10/6/25

GRANTEE SIGNATURE PAGE

HOUSING COUNSELING SERVICES INC.
a District of Columbia nonprofit corporation

By: _____
Marian Siegel
Executive Director

10/9/25
_____
Date

DHCD Contract No. 2025-04
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

GRANTEE SIGNATURE PAGE

HOUSING COUNSELING SERVICES INC.
a District of Columbia nonprofit corporation

By: _____
Marian Siegel
Executive Director

_____
Date

DHCD Contract No. 2025-04
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT A

FY 2025 Grant Agreement

DHCD Contract No. 2025-04
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT B

FY 2026 Statement of Work
and
Workplan

DHCD Contract No. 2025-04
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT C

FY 2026 Budget

Applicant's Name: Housing Counseling Services Inc.
RFA FY25

Services to be provided in FY26

The Grantee is funded to provide the service(s) identified herein *(see below)*. Services are to be provided by the Grantee in accordance with the description, conditions and procedures identified in Section 3.2 of the RFA FY25 for Housing Services (incorporated herein by reference); provided however, DHCD may alter descriptions, conditions and procedures at any time.

Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program
A6: Income Certification for the PADD Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B12: Legal Services for Seniors and/or Coop & Condo Associations
B13: Technical Assistance for Coop and Condo Associations
B14: Technical Assistance for Owners of Small Rental Properties

CATEGORY C: TENANTS AND TENANT GROUPS
C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

FY25 Housing Counseling Services Workplan

Organization Name:	Housing Counseling Services
Grant Number:	2025.04

Performance Period: 10/1/2025 9/30/2026

RFA Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	NRSA Ward 7 & 8 All Services	Total
A1	HUD Housing Counseling	30	Number of First Time Homebuyers Purchasing Homes					
A1		400	Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		800	Number of 1:1 Counseling Sessions (Budget & Credit)	Public Service or NRSA	$125,000.00	$0.00	$50,000.00	$175,000.00
A1		400	Number of unduplicated households					
A1		600	Number of 1:1 Homebuyer Counseling Sessions					
A1		600	Number of unduplicated households					
A2	8-Hour Homebuyer Class	14	Number of 8-hour Homebuyer Educations Classes					
A2		700	Number of Attendees of 8-hour Homebuyer Classes	Public Service or NRSA	$55,000.00	$0.00	$0.00	$55,000.00
A2		700	Number of DHCD Certificates issued					
A3	HPAP (SEAHP/REAHP) (HPS ONLY)	64	Number of HPAP Pre Purchase Orientations conducted					
A3		600	Number of Attendees at HPAP Orientations					
A3		60	Number of Files submitted to HPAP Administraters	Non-Public Service or NRSA	$0.00	$470,432.00	$0.00	$470,432.00
A3		360	Number of 1:1 HPAP Counseling Sessions					
A3		600	Number of unduplicated households					
A4	IZ/ADU Orientations	52	Number of IZ Orientations Conducted					
A4		900	Number of Attendees at IZ Orientations	Public Service or NRSA	$118,000.00	$0.00	$25,000.00	$143,000.00
A4		900	Number of DHCD Certificates issued					
A5	IZ/ADU Income Certifications	575	Number of IZ/ADU Income Certifications completed	Public Service or NRSA	$479,230.00	$0.00	$0.00	$479,230.00
A5	PADD	0	Number of PADD group training/coaching					
A6		0	Number of Attendees at PADD group training					
A6		0	Number of 1:1 PADD sessions (if applicable)	Public Service or NRSA	$29,000.00	$0.00	$0.00	$29,000.00
A6		0	Number of unduplicated households receiving 1:1 PADD sessions					
A6		12	Number of PADD Income Certifications					
A7	General Housing Services & Information (Group Training)	16	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)					
A7		80	Number of Attendees at Financial Literacy Trainings					
A7		0	Number of Homebuyer Clubs Meetings	Public Service or NRSA	$24,000.00	$0.00	$75,000.00	$99,000.00
A7		0	Total of Attendees at Homebuyer Club Meetings					
A7		6	Number of group trainings or workshops not reported in other categories					
A7		30	Number of Attendes at group trainings or workshops not reported in other categories					
B10	Eviction Counseling	14	Number of Eviction workshops					
B10		80	Number of Attendees at Eviction workshops					
B10		350	1:1 Eviction Counseling					
B10		100	Unduplicated households 1:1 eviction Counseling	Public Service or NRSA	$150,000.00	$0.00	$180,000.00	$330,000.00
B10		25	Number referred to Attorney(s) for Legal Services					
B10		0	Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)					
B10		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)					
B10		300	Number Evictions Prevented					
B11	SFRP	12	Number of SFRP Orientations conducted (required)					
B11		16	Number of 1:1 Intake sessions	Public Service or NRSA	$25,000.00	$0.00	$40,000.00	$65,000.00
B11		20	Number of unduplicated households					
B11		6	Number of complete applications submitted in SFRRP Portal					
B12	Legal Services for Seniors, Coops and Condos (Law Firm Subrecepients Only)	0	Senior households receiving legal services					
B12		0	Coop Associations receiving legal services					
B12		0	Condo Associations receiving legal services					
B12		0	Number of Pro Bono Legal Services Recruited and Retained					
B12		0	Number of Trainings for Law Firms (Trainings)					
B12		0	Number of Attendees at trainings for Law Firms (Attendees)					
B12		0	Number of new partnerships initiated					
B12		0	Total Number of Trainings to and work with Pro Bono Provided	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
B12		0	Number of outreach presentations conducted					
B12		0	Number of outreach activities conducted					
B12		0	Number of Senior Households that received Legal Counsel or Consultation					
B12		0	Number of Senior households that received Legal Representation					
B12		0	# of clients helped with Schedule H					
B12		0	# of clients helped with life planning docs					
B12		0	# pro bono attorneys engaged in housing-related matters					
B12		0	# veterans receiving legal counsel/advice					
B13	Technical Assistance for Co-Ops and Condo Associations	28	Number of Co-Op Associations receiving Technical Assistance					
B13	Coops	0	Number of Action Plans written for Co-Op Associations					
B13	Coops	15	Number of Successful Outcomes for Co-Op Associations					
B13	Coops	10	Number of Asset Management Improvement Services Provided for Co-Op					
B13	Coops	5	Number of Asset Management Tactical Support Services Provided to Co-Op					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Legal Assistant Services provided to Distressed Co-Op Associations					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Organization Sustainability Tactical Support Services Provided to Co-Ops					
B13	Coops	0	Number of Ownership Educations Sessions provided to different ownership models including shared equ					
B13	Coops	0	Number of Relocation Plans completed and accepted for Co-Ops					
B13	Coops	0	Numbers of Trainings on Board Operations Governance & Management to Co-ops					
B13	Coops	0	Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Ass					
B13	Coops	0	Number of written Asset Management & Sustainability Plans for Co-Ops	Public Service or NRSA	$35,000.00	$0.00	$65,000.00	$100,000.00
B13	Condos	12	Number of Condo Associations receiving Technical Assistance					
B13	Condos	0	Number of Action Plans written for Condo Associations					
B13	Condos	10	Number of Successful Outcomes for Condo Associations					
B13	Condos	6	Number of Asset Management Improvement Services Provided for Condo					
B13	Condos	0	Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies comp					
B13	Condos	0	Number of Asset Management Tactical Support Services Provided to Condo					
B13	Condos	0	Number of Legal Assistant Services provided to Distressed Condo Associations					
B13	Condos	0	Number of Consultative Services Provided to Condo Associations and Clients					
B13	Condos	0	Number of Organization Sustainability Tactical Support Services Provided to Condo Associations					
B13	Condos	0	Number of Relocation Plans completed and accepted for Condo Associations					
B13	Condos	0	Numbers of Trainings on Board Operations Governance & Management to condo associations					
B13	Condos	0	Number of written Asset Management & Sustainability Plans for Condo Associations					
B13	Coops and Condos	0	Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies comp					
B13	Coops and Condos	0	Number of Associations (Coops and Condos) referred to private/nonprofit Law Firm					
B13	Coops and Condos	0	Number of Trainings on Development including Relocation and Construction Management					
B14	Technical Assistance for Small Apartment Owners (25 units and less)	0	Number of Inquiries Received					
B14		0	Number of Owners/Managers receiving Services	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
B14		0	Number of Action Plans Written					
B14		0	Number of Action Plans Implemented/Completed					
B14		0	Number of Owners/Managers needing Asset Management Guidance					
B8	General Home Management (Post Purchase Non-Delinquent)	0	Number of Homeownership Preservation Workshops					
B8		0	Number of Attendees at Homeownership Preservation Workshops					
B8		0	Number of Post-Purchase Workshops (not including Homeownership Preservation)	Public Service or NRSA	$28,000.00	$0.00	$30,000.00	$58,000.00
B8		0	Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)					
B8		50	Number of 1:1 Post-Purchase Counseling Sessions					
B8		25	Number of Unduplicated households participating in 1:1 Post-Purchase Counseling Sessions					
B9	Foreclosure Counseling	5	Number of Foreclosure Workshops					
B9		8	Number of Attendees at Foreclosure Workshops					
B9		1680	Number of 1:1 Foreclosure Counseling Sessions					
B9		550	Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions	Public Service or NRSA	$80,000.00	$0.00	$0.00	$80,000.00
B9		0	Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)					
B9		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)					
B9		0	Number referred to Attorney(s) for Legal Services					
B9		0	Number of Foreclosures Prevented					
C15	TOPA Pre-Purchase Counseling & Training	150	Number of TOPA Meetings with Tenant Association					
C15		1500	Number of Attendees at TOPA Meetings	Public Service or NRSA	$125,000.00	$0.00	$310,000.00	$435,000.00
C15		30	Number of TOPA Training Workshops to Tenants					
C15		200	Number of Attendees at TOPA Training Workshops					
C16	TOPA Post-Purchase Counseling & Training	20	Number of TOPA Post Purchase Training Workshops					
C16		200	Number of Attendees at TOPA Post Purchase Workshops	Public Service or NRSA	$124,568.00	$0.00	$44,910.00	$169,478.00
C16		150	Number of unduplicated households					
C16		0	Number of one on one counseling sessions					
C16		0	Number of group training/coaching					
C17	Tenant Counseling for HRA - Rental Accomodation Division	150	Number of unduplicated households					
C17		70	Number of one on one counseling sessions	Public Service or NRSA	$65,000.00	$0.00	$120,090.00	$185,090.00
C17		50	Number of group training/coaching					
C17		500	Number of Attendees at group training/coaching					
Marketing	MARKETING AND OUTREACH	12	Housing Fairs					
Marketing		15	Other Tabling Events					
Marketing		10000	Flyers Distributed					
Marketing		200	Social Media Posts (Facebook, LinkedIn, Instagram)	Public Service or NRSA	$66,770.00	$0.00	$60,000.00	$126,770.00
Marketing		25000	Mailings					
Marketing		0	Paid Advertising (display ads in print)					
Marketing		0	Other					
Marketing		0	Other					
	TOTALS	40859			$1,529,568.00	$470,432.00	$1,000,000.00	$3,000,000.00

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	10/1/2025 - 9/30/2026
FISCAL YEAR:	FY 2026
TARGET SERVICE AREA (if applicable):	COMMUNITY BASED
WARD (if applicable):	
TYPE OF ACTIVITY:	Housing Counseling

Instructions: *Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$ 2,463,764.00	$ -	$ 2,463,764.00
Consultants	$ 10,000.00	$ -	$ 10,000.00
Space	$ 153,671.00	$ -	$ 153,671.00
Utilities	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Consumables	$ -	$ -	$ -
Marketing & Outreach	$ -	$ -	$ -
Training	$ 1,500.00	$ -	$ 1,500.00
IT Services & Support	$ -	$ -	$ -
Travel	$ 1,500.00	$ -	$ 1,500.00
Equipment	$ -	$ -	$ -
	$ -	$ -	$ -
Total Direct Cost	$ 2,630,435.00	$ -	$ 2,630,435.00
Total Indirect Costs (De Minimis Cost Rate 11.59%)	$ 369,565.00	$ -	$ 369,565.00
Total Costs	$ 3,000,000.00	$ -	$ 3,000,000.00

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)

NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2026
PERIOD SERVICE DATES:	10/01/2025 to 9/30/2026
TYPE OF ACTIVITY:	Housing Counseling

Instructions: *Please add number of rows for this portion of your budget as needed.*

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
Sr Program Director	CHENG	$ 141,000	$ 77.47	10%	12	$ 14,112.00
Program Director	CLARKSON	$ 101,000	$ 55.49	45%	12	$ 45,456.00
Counselor	ALDANA	$ 78,000	$ 42.86	97%	12	$ 75,668.00
Sr. Counselor	CAMILO	$ 85,000	$ 46.70	97%	12	$ 82,459.00
Program Director	HAMILTON	$ 106,000	$ 58.24	97%	12	$ 102,816.00
Coordinator	KNOTT	$ 97,000	$ 53.30	95%	12	$ 92,154.00
Counselor	ORELLANA	$ 85,000	$ 46.70	97%	12	$ 82,459.00
Program Manager	SALMERON	$ 95,000	$ 52.20	97%	12	$ 92,155.00
Program Director	KING-AGUILAR	$ 106,000	$ 58.24	10%	12	$ 10,596.00
Intake Specialist	ORTEGA	$ 67,000	$ 36.81	10%	12	$ 6,696.00
Eligibility Specialist	BLANCO-GUZMAN	$ 69,000	$ 37.91	100%	12	$ 69,000.00
Manager	CATTERTON-A	$ 104,000	$ 57.14	100%	12	$ 104,004.00
Eligibility Specialist	FLORES-S	$ 63,000	$ 34.62	100%	12	$ 63,000.00
Eligibility Specialist	HERNANDEZ-y	$ 72,000	$ 39.56	100%	12	$ 72,000.00
Eligibility Specialist	PAIZ	$ 66,000	$ 36.26	100%	12	$ 66,000.00
Eligibility Specialist	SASU-C	$ 76,000	$ 41.76	100%	12	$ 75,996.00
Program Director	TINSLEY	$ 110,000	$ 60.44	100%	12	$ 110,004.00
Tenant Services Specialist	ACKERMAN	$ 70,000	$ 38.46	97%	12	$ 67,896.00
Program Director	BALLANTYNE	$ 123,000	$ 67.58	97%	12	$ 119,316.00
Tenant Services Specialist	CANCHESTER	$ 70,000	$ 38.46	100%	12	$ 69,996.00
Program Director	HENNESSY	$ 105,000	$ 57.69	97%	12	$ 101,856.00
Tenant Services Specialist	JONES	$ 67,000	$ 36.81	100%	12	$ 66,996.00
Tenant Services Specialist	PAUL	$ 71,000	$ 39.01	100%	12	$ 71,004.00
Tenant Services Specialist	RIVERA	$ 71,000	$ 39.01	100%	12	$ 71,004.00
Trainer	ADAMS	$ 67,000	$ 36.81	96%	12	$ 64,488.00
Program Director	BERMUDEZ-O	$ 115,000	$ 63.19	97%	12	$ 111,552.00
Trainer	CACERES	$ 68,000	$ 37.36	98%	12	$ 66,372.00
Coordinator	TESFAYE	$ 80,000	$ 43.96	98%	12	$ 78,081.00
Personnel Subtotals		$2,428,000.00				$ 2,053,136.00

Fringe Benefits (Max 20%)	$ 410,628.00
Total NBAP Grant Personnel Costs	$ 2,463,764.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	10/1/2025 - 9/30/2026
FISCAL YEAR:	FY 2026
TARGET SERVICE AREA (if applicable):	PUBLIC SERVICES
WARD (if applicable):	
TYPE OF ACTIVITY:	Housing Counseling

Instructions: *Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$ 1,250,645.00	$ -	$ 1,250,645.00
Consultants	$ 10,000.00	$ -	$ 10,000.00
Space	$ 78,326.00	$ -	$ 78,326.00
Utilities	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Consumables	$ -	$ -	$ -
Marketing & Outreach	$ -	$ -	$ -
Training	$ 1,500.00	$ -	$ 1,500.00
IT Services & Support	$ -	$ -	$ -
Travel	$ 1,500.00	$ -	$ 1,500.00
Equipment	$ -	$ -	$ -
	$ -	$ -	$ -
Total Direct Cost	$ 1,341,971.00	$ -	$ 1,341,971.00
Total Indirect Costs (De Minimis Cost Rate 15%)	$ 187,597.00	$ -	$ 187,597.00
Total Costs	$ 1,529,568.00	$ -	$ 1,529,568.00

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)

NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2026
PERIOD SERVICE DATES:	10/01/2025 to 9/30/2026
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
Sr Program Director	CHENG	$ 141,000	$ 77.47	2%	12	$ 3,233.00
Program Director	CLARKSON	$ 101,000	$ 55.49	9%	12	$ 9,096.00
Counselor	ALDANA	$ 78,000	$ 42.86	0%	12	$ -
Sr. Counselor	CAMILO	$ 85,000	$ 46.70	0%	12	$ -
Program Director	HAMILTON	$ 106,000	$ 58.24	0%	12	$ -
Coordinator	KNOTT	$ 97,000	$ 53.30	0%	12	$ -
Counselor	ORELLANA	$ 85,000	$ 46.70	0%	12	$ -
Program Manager	SALMERON	$ 95,000	$ 52.20	0%	12	$ -
Program Director	KING-AGUILAR	$ 106,000	$ 58.24	5%	12	$ 5,724.00
Intake Specialist	ORTEGA	$ 67,000	$ 36.81	5%	12	$ 3,612.00
Eligibility Specialist	BLANCO-GUZMAN	$ 69,000	$ 37.91	100%	12	$ 69,000.00
Manager	CATTERTON-A	$ 104,000	$ 57.14	100%	12	$ 104,004.00
Eligibility Specialist	FLORES-S	$ 63,000	$ 34.62	100%	12	$ 63,000.00
Eligibility Specialist	HERNANDEZ-y	$ 72,000	$ 39.56	100%	12	$ 72,000.00
Eligibility Specialist	PAIZ	$ 66,000	$ 36.26	100%	12	$ 66,000.00
Eligibility Specialist	SASU-C	$ 76,000	$ 41.76	100%	12	$ 75,996.00
Program Director	TINSLEY	$ 110,000	$ 60.44	60%	12	$ 66,000.00
Tenant Services Specialist	ACKERMAN	$ 70,000	$ 38.46	63%	12	$ 44,136.00
Program Director	BALLANTYNE	$ 123,000	$ 67.58	58%	12	$ 71,592.00
Tenant Services Specialist	CANCHESTER	$ 70,000	$ 38.46	65%	12	$ 45,492.00
Program Director	HENNESSY	$ 105,000	$ 57.69	62%	12	$ 64,932.00
Tenant Services Specialist	JONES	$ 67,000	$ 36.81	65%	12	$ 43,548.00
Tenant Services Specialist	PAUL	$ 71,000	$ 39.01	65%	12	$ 46,152.00
Tenant Services Specialist	RIVERA	$ 71,000	$ 39.01	63%	12	$ 44,968.00
Trainer	ADAMS	$ 67,000	$ 36.81	48%	12	$ 32,244.00
Program Director	BERMUDEZ-O	$ 115,000	$ 63.19	34%	12	$ 39,048.00
Trainer	CACERES	$ 68,000	$ 37.36	49%	12	$ 33,186.00
Coordinator	TESFAYE	$ 80,000	$ 43.96	49%	12	$ 39,241.00
Personnel Subtotals		$ 2,428,000.00				$ 1,042,204.00

Fringe Benefits (Max 20%)	$ 208,441.00
Total NBAP Grant Personnel Costs	$ 1,250,645.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	10/1/2025 - 9/30/2026
FISCAL YEAR:	FY 2026
TARGET SERVICE AREA (if applicable):	NON PUBLIC SERVICES
WARD (if applicable):	
TYPE OF ACTIVITY:	Housing Counseling

Instructions: *Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$ 387,635.00	$ -	$ 387,635.00
Consultants	$ -	$ -	$ -
Space	$ 24,652.00	$ -	$ 24,652.00
Utilities	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Consumables	$ -	$ -	$ -
Marketing & Outreach	$ -	$ -	$ -
Training	$ -	$ -	$ -
IT Services & Support	$ -	$ -	$ -
Travel	$ -	$ -	$ -
Equipment	$ -	$ -	$ -
	$ -	$ -	$ -
Total Direct Cost	$ 412,287.00	$ -	$ 412,287.00
Total Indirect Costs (De Minimis Cost Rate 15%)	$ 58,145.00	$ -	$ 58,145.00
Total Costs	$ 470,432.00	$ -	$ 470,432.00

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)

NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2026
PERIOD SERVICE DATES:	10/01/2025 to 9/30/2026
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
Sr Program Director	CHENG	$ 141,000	$ 77.47	5%	12	$ 7,056.00
Program Director	CLARKSON	$ 101,000	$ 55.49	23%	12	$ 22,728.00
Counselor	ALDANA	$ 78,000	$ 42.86	52%	12	$ 40,356.00
Sr. Counselor	CAMILO	$ 85,000	$ 46.70	53%	12	$ 44,667.00
Program Director	HAMILTON	$ 106,000	$ 58.24	53%	12	$ 55,693.00
Coordinator	KNOTT	$ 97,000	$ 53.30	52%	12	$ 49,991.00
Counselor	ORELLANA	$ 85,000	$ 46.70	53%	12	$ 44,667.00
Program Manager	SALMERON	$ 95,000	$ 52.20	53%	12	$ 49,915.00
Program Director	KING-AGUILAR	$ 106,000	$ 58.24	5%	12	$ 4,872.00
Intake Specialist	ORTEGA	$ 67,000	$ 36.81	5%	12	$ 3,084.00
Eligibility Specialist	BLANCO-GUZMAN	$ 69,000	$ 37.91	0%	12	$ -
Manager	CATTERTON-A	$ 104,000	$ 57.14	0%	12	$ -
Eligibility Specialist	FLORES-S	$ 63,000	$ 34.62	0%	12	$ -
Eligibility Specialist	HERNANDEZ-y	$ 72,000	$ 39.56	0%	12	$ -
Eligibility Specialist	PAIZ	$ 66,000	$ 36.26	0%	12	$ -
Eligibility Specialist	SASU-C	$ 76,000	$ 41.76	0%	12	$ -
Program Director	TINSLEY	$ 110,000	$ 60.44	0%	12	$ -
Tenant Services Specialist	ACKERMAN	$ 70,000	$ 38.46	0%	12	$ -
Program Director	BALLANTYNE	$ 123,000	$ 67.58	0%	12	$ -
Tenant Services Specialist	CANCHESTER	$ 70,000	$ 38.46	0%	12	$ -
Program Director	HENNESSY	$ 105,000	$ 57.69	0%	12	$ -
Tenant Services Specialist	JONES	$ 67,000	$ 36.81	0%	12	$ -
Tenant Services Specialist	PAUL	$ 71,000	$ 39.01	0%	12	$ -
Tenant Services Specialist	RIVERA	$ 71,000	$ 39.01	0%	12	$ -
Trainer	ADAMS	$ 67,000	$ 36.81	0%	12	$ -
Program Director	BERMUDEZ-O	$ 115,000	$ 63.19	0%	12	$ -
Trainer	CACERES	$ 68,000	$ 37.36	0%	12	$ -
Coordinator	TESFAYE	$ 80,000	$ 43.96	0%	12	$ -
Personnel Subtotals		$ 2,428,000.00				$ 323,029.00

Fringe Benefits (Max 20%)	$ 64,606.00
Total NBAP Grant Personnel Costs	$ 387,635.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	10/1/2025 - 9/30/2026
FISCAL YEAR:	FY 2026
TARGET SERVICE AREA (if applicable):	NRSA WARD 7-8
WARD (if applicable):	7, 8
TYPE OF ACTIVITY:	Housing Counseling

Instructions: *Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$ 825,484.00	$ -	$ 825,484.00
Consultants	$ -	$ -	$ -
Space	$ 50,693.00	$ -	$ 50,693.00
Utilities	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Consumables	$ -	$ -	$ -
Marketing & Outreach	$ -	$ -	$ -
Training	$ -	$ -	$ -
IT Services & Support	$ -	$ -	$ -
Travel	$ -	$ -	$ -
Equipment	$ -	$ -	$ -
	$ -	$ -	$ -
Total Direct Cost	$ 876,177.00	$ -	$ 876,177.00
Total Indirect Costs (De Minimis Cost Rate 15%)	$ 123,823.00	$ -	$ 123,823.00
Total Costs	$ 1,000,000.00	$ -	$ 1,000,000.00

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)

NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2026
PERIOD SERVICE DATES:	10/01/2025 to 9/30/2026
TYPE OF ACTIVITY:	Housing Counseling

Instructions: *Please add number of rows for this portion of your budget as needed.*

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
Sr Program Director	CHENG	$ 141,000	$ 77.47	3%	12	$ 3,823.00
Program Director	CLARKSON	$ 101,000	$ 55.49	13%	12	$ 13,632.00
Counselor	ALDANA	$ 78,000	$ 42.86	45%	12	$ 35,312.00
Sr. Counselor	CAMILO	$ 85,000	$ 46.70	44%	12	$ 37,792.00
Program Director	HAMILTON	$ 106,000	$ 58.24	44%	12	$ 47,123.00
Coordinator	KNOTT	$ 97,000	$ 53.30	43%	12	$ 42,163.00
Counselor	ORELLANA	$ 85,000	$ 46.70	44%	12	$ 37,792.00
Program Manager	SALMERON	$ 95,000	$ 52.20	44%	12	$ 42,240.00
Program Director	KING-AGUILAR	$ 106,000	$ 58.24	0%	12	$ -
Intake Specialist	ORTEGA	$ 67,000	$ 36.81	0%	12	$ -
Eligibility Specialist	BLANCO-GUZMAN	$ 69,000	$ 37.91	0%	12	$ -
Manager	CATTERTON-A	$ 104,000	$ 57.14	0%	12	$ -
Eligibility Specialist	FLORES-S	$ 63,000	$ 34.62	0%	12	$ -
Eligibility Specialist	HERNANDEZ-y	$ 72,000	$ 39.56	0%	12	$ -
Eligibility Specialist	PAIZ	$ 66,000	$ 36.26	0%	12	$ -
Eligibility Specialist	SASU-C	$ 76,000	$ 41.76	0%	12	$ -
Program Director	TINSLEY	$ 110,000	$ 60.44	40%	12	$ 44,004.00
Tenant Services Specialist	ACKERMAN	$ 70,000	$ 38.46	34%	12	$ 23,760.00
Program Director	BALLANTYNE	$ 123,000	$ 67.58	39%	12	$ 47,724.00
Tenant Services Specialist	CANCHESTER	$ 70,000	$ 38.46	35%	12	$ 24,504.00
Program Director	HENNESSY	$ 105,000	$ 57.69	35%	12	$ 36,924.00
Tenant Services Specialist	JONES	$ 67,000	$ 36.81	35%	12	$ 23,448.00
Tenant Services Specialist	PAUL	$ 71,000	$ 39.01	35%	12	$ 24,852.00
Tenant Services Specialist	RIVERA	$ 71,000	$ 39.01	37%	12	$ 26,036.00
Trainer	ADAMS	$ 67,000	$ 36.81	48%	12	$ 32,244.00
Program Director	BERMUDEZ-O	$ 115,000	$ 63.19	63%	12	$ 72,504.00
Trainer	CACERES	$ 68,000	$ 37.36	49%	12	$ 33,186.00
Coordinator	TESFAYE	$ 80,000	$ 43.96	49%	12	$ 38,640.00
Personnel Subtotals		$ 2,428,000.00				$ 687,903.00

Fringe Benefits (Max 20%)	$ 137,581.00
Total NBAP Grant Personnel Costs	$ 825,484.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director		3/17/25
2. Chris Earley, Deputy Director		3/13/25
3. Julia Wiley, General Counsel		3/13/25
4. Bill Winston, Associate Director of Community Services		3/13/25
5. Ernest Merchant, Program Analyst		
6.		

SUBJECT:

Director's Comments:

Action							
APPROVAL ☒	CIRCULATE ☐	CORRECTION ☐	FILE ☐	FYI ☐	INVITATION ☐	MEETING ☐	SIGNATURE ☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Housing Counseling Services, Inc.- NBAP FY25 Housing Services $2,010,000.00

Grant 2025-04

Originating Office

FROM:E. Merchant	TELEPHONE NUMBER:
DATE:3/13/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE: OFFICE OF THE DIRECTOR MAR 17 '25 PM2:37

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

MAR 17 2025

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Ernest Merchant
Program Analyst

Date: March 13, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Housing Counseling Services, Inc.**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$2,010,000.00**
ATTACHMENTS:	**FY25 Grant Agreement #2025-04** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

DISTRICT OF COLUMBIA.

COMMUNITY SERVICES
HOUSING COUNSELING SERVICES

GRANT AGREEMENT

BY AND BETWEEN
THE DISTRICT OF COLUMBIA
AND

HOUSING COUNSELING SERVICES INC.

This Grant Agreement ("Grant" or "Agreement"), is made effective as of March 13, 2025, ("Effective Date"), by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the D.C. Department of Housing and Community Development (hereinafter referred to as "Department," "DHCD" or "Grantor") and Housing Counseling Services, Inc., a District of Columbia non-profit corporation Grantee [DUNS No. Unique Entity Identifier (UEI) NA6MQB4FM3C1] (hereinafter referred to as "Grantee") with its principal place of business at 2410 17th St NW Ste 100 Washington DC 20009. Grantor and Grantee shall be collectively referred to herein as the "Parties."

RECITALS

1. The Department with offices at 1909 Martin Luther King Jr Avenue SE, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975, D.C. Official Code§ 6-1001 *et seq.*, and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Department is authorized to fund community based non-profit organizations that provide housing counseling services for low- and moderate-income persons.

3. On June 7, 2024, the Department published a Notice of Funding Availability ("NOFA") in the D.C. Register, which announced the forthcoming issuance of the Fiscal Year ("FY") 2025 Request for Applications ("RFA") for the Neighborhood-Based Activities Housing Counseling Services Program ("HCSP"). The RFA was issued on June 21, 2024, that solicited applicants to provide services to District of Columbia ("District") residents as a part of the Department's HCSP. HCSP includes Public Services ("PS"), and Non-Public Services ("NPS") as defined in Section I herein. U.S. Department of Housing and Urban Development ("HUD") approved counseling agencies employing one or more certified HUD counselors are eligible to provide both PS and NPS services, while organizations which do not have HUD approval status may provide PS services only. The RFA included an opportunity for applicants to provide one or more of seventeen (17) services listed in the RFA. These services include HUD-approved counseling in keeping with 24 CFR 5.100 and related Federal regulations (in 2 CFR Part 200, and 24 CFR Part 214) as well as services related to local DC programs which are administered by the Department. The RFA and the requirements set forth therein are also incorporated by reference herein.

4. The Grantee's RFA application demonstrates that its organization possesses project management, and organizational and administrative capacity to successfully perform as a nonprofit grant subrecipient under the Department's HCSP, and accordingly DHCD has determined to award a grant to the Grantee in FY 2025 ("25" or "2025").

5. The Grantor proposes to fund HCSP grant activities in FY 2025 from its allocation of Community Development Block Grant ("CDBG") funds authorized by Title I of the U.S. Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), 24 CFR Part 570.

6. As a condition precedent to disbursement of the Grant proceeds to Grantee for the sole and exclusive purposes described in Exhibit A (which includes the "Statement of Work" and the approved "Workplan", both attached hereto and made a part hereof), the Department requires that Grantee enter into this Agreement setting forth the terms and conditions of the Grant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are hereby incorporated by reference and made a part hereof.

Section I. **Definitions.**

A. As used herein, the following terms shall have the meanings indicated:

a) **Fiscal Year**: All references to Fiscal Year(s) ("FY") herein refer to the District Government fiscal year which is October 1st to September 30th
b) **Neighborhood Revitalization Strategy Area** ("NRSA") refers to the HUD approved areas of Wards 7 and 8 which have been designated as strategic areas for revitalization. Services to Ward 7 and Ward 8 regardless of whether Public Service or Non-Public Service, attributed to the NRSA.
c) **Non-Public Services** refers to 24 CFR 5.100 counseling services provided to clients in connection with the purchase of a specific home. All other 24 CFR 5.100 counseling is Public Service.
d) **Public Services** refers to all other services and may include group training and/or one on one counseling.
e) **Performance Periods**: The Performance Period is defined as the start date and end date for which Grant funds are awarded to execute an approved Workplan and Statement of Work in keeping with the RFA for FY 2025. (See Section IV below.)

Section II. **Exhibits.**

The Exhibits listed below and the terms and conditions of the same are incorporated herein and made a part of this Agreement.

A. Services to be Provided
- Statement of Work
- Section 3 from the FY 25 RFA: Services
- Workplan as approved by the Grantor

B. Budget
- Schedules A (3-1) and A (3-2) for the First Performance Period

C. Required Reporting Forms
- Monthly Performance Report on group trainings/orientations/workshops and one on one counseling (in connection with the Statement of Work and Workplan), as well as reports on DHCD certificates issued, outreach and marketing activities, and upcoming group trainings.

- Quarterly Beneficiary Data and Demographics for each of the following (a) PS, (b) NPS, and (c) NRSA activities.
- Quarterly Language Access Report (Optional)
- Quarterly Banking Report (as applicable)
- Quarterly Procurement Report (as applicable)
- Quarterly Submission of Minutes of Board of Directors Meetings

D Method to determine Client Eligibility for Services
E Budget Modification Form
F Drug Free Workplace Certification
G Service Area Eligibility
H Insurance Requirements
I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Section III. Grant Award

A. The Department shall make a Grant of the District's CDBG Entitlement Grant Federal Award No: B-24-MC-11-0001 ("CDBG Federal Award") to Grantee in an amount not to exceed Two Million Ten Thousand Dollars and No Cents ($2,010,000.) (the "Grant") and is allocated as follows:

Sources and Uses of Funds:

Public Service ("PS") [CDBG EN]	$ 1,024,810.56
Non-Public Service ("NPS") [CDBG EN]	$ 315,189.00
NRSAs Ward 7 and Ward 8 [CDBG EN]	$ 670.000.44
TOTAL CDBG [EN]	$ 2,010,000.00

Notwithstanding the source of funds designated above, the Grantor reserves the right to provide funding from another source(s). In all instances, applicable Federal and District laws and regulations shall apply regardless of the funding source. The Grant award shall be used to fund a range of services which HUD has defined as Housing Counseling Services: Public Services and Non-Public Services by a HUD Approved Counseling Agency ("HCA").

The specific Grant activities are described in Exhibit A (attached hereto) which includes
(a) the Statement of Work,
(b) Lines of Services - Section 3.2 of the Request for Applications (RFA), and

(c) The approved Workplan
(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

C. The Grant services will benefit low-and-moderate income persons living in the District of Columbia. In keeping with recent Presidential Executive Orders, Grantees should only use grant funds for US citizens and should maintain such documentation to prove citizenship.[17]

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as Exhibit B. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.

D. The Catalog of Federal Domestic Assistance ("CFDA") number is 14.218.

E. The Uniform Administrative Requirements for Federal Grants are applicable to this grant award and are available online at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1. Also, the Grantee must comply with the Community Development Block Grants regulations 24 CFR part 570 that govern this award and other related HUD regulations, which are incorporated herein by reference.

Section IV. Grant Term and Periods of Performance

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2025. During this term, there are two Performance Periods. The First Performance Period is the Effective Date to September 30, 2025. The Second Performance Period is October 1, 2025, to December 31, 2025.

Funding for each Performance Period is in the sole discretion of the Grantor and requires meeting all due diligence requirements prior to award.

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[17] Examples of such document may include copies of unexpired state issued Real ID identification or driver's license, unexpired US passport or US passport card, active duty Military ID, current Green Card or Naturalization documents with state issued photographic identification.

The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of Grant funds or other Grant assets.

Section V. Statement of Work/CDBG Eligible Activities/Eligible Costs/Business Operations

A. CDBG Eligible Activities

1. Grantee shall use the CDBG Grant proceeds solely to fund Grantor-approved service activities that are intended to provide services and empower low- and moderate- income persons in the District of Columbia to make informed housing choices and achieve their housing goals, whether it's finding affordable rental housing, purchasing a home or obtaining financial assistance for critical home repairs.

The best way to provide this critical information to a client in order to assist them in their decision-making process is to adhere to 24 CFR 5.100[18] [in which a HUD certified counselor conducts (1) intake (2) financial and housing affordability analysis with affordability calculation (3) an action plan and (4) follow-up counseling to implement the action plan and achieve its stated goals].

The Grant services to be provided are described in Exhibit A. This description includes the major tasks, activities and project deliverables to be provided under this Grant. The Grantor reserves the right to alter or change the District of Columbia program requirements including eligibility, services provided, service methodology, service delivery and program goals during the performance period.

The proposed Grant activities are CDBG eligible activities pursuant to 24 CFR 570.201(e).

2. Grantee shall sponsor outreach events that inform the community about the Grant activities and participate in other community events as requested by Grantor.

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[18] 24 CRF 5.100: "Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling."

3. The Grantee must retain records which demonstrate that each activity funded under this Grant is CDBG eligible and document the amount of CDBG funds expended for each activity. This includes the activity itself, the outcomes, and the records concerning beneficiaries in keeping with subsection (B)(2) below receiving services. Any authorizations needed together with beneficiary statistical information should be obtained by the Grantee during intake or registration. HUD does not grant exceptions or authorize the District to make exceptions to this requirement.

B. CDBG National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention of slums or blight; 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. The Grantee certifies that the CDBG-assisted activities to be carried out under this Agreement will meet the National Objective of primarily benefiting low- and moderate-income persons (limited clientele activities) in accordance with Federal and District Requirements. The minimum threshold requires that at least 51% of the households served with CDBG funding must be low- and moderate-income households; provided however, that a Grantee whose application claimed additional scoring points for agreeing to provide Grant services to more than 51% low- and moderate-income beneficiaries, must adhere to the percentage they elected in their application.[19]

In accordance with the Grantee's election in their Application for a grant award and for receiving additional points in scoring, the Grantee has agreed to exceed the minimum requirement and to serve at least 90% low- and moderate-income beneficiaries.

Note: This percentage cannot be decreased as it was used for scoring in a competitive round of funding.

4. The Grantee shall disclose to any client that services are provided free of charge by a Grant funded by DHCD using Federal funds and therefore the Grantee has certain reporting

[19] In responding to the RFA published June 21, 2024, applicants were given the opportunity to receive additional points in scoring for committing to exceed the CDBG minimum threshold to either a 75% minimum or a 90% minimum.

requirements in order to provide the Grant services free of charge. The Grantee shall use appropriate forms to obtain a client authorization, as required, to comply with the terms of this Agreement and to meet HUD reporting requirements,

C. Staffing

Where HUD requires services are to be provided by a Certified HUD Housing Counselor, the Grantee shall comply with that requirement and not permit services reserved to HUD certified counselors to be provided by others.

To the extent applicable, Grantee agrees to secure the services of qualified personnel that are licensed and bonded in the District of Columbia to perform the CDBG Federal Award activities and services listed in Exhibit A.

Any changes in personnel or their general Grant responsibilities as set forth in Exhibit A are subject to the prior written approval of DHCD. In this regard, it is essential that the Grantee immediately report terminations and proposed new hires to the Grantor.

D. Business Operations

1. Grantee shall observe business hours of operation onsite in their service location(s) that align with District Government hours of operation specifically Monday through Friday 9:00 am to 4:30 pm (DC holidays excepted)[20] and shall ensure that sufficient staff are on site at Grantee's place of business to carry out Grant services.

2. During the hours of operations, Grantee shall have live answered telephones for incoming calls. If the Grantee's phone system utilizes an auto-attendant function or voicemail, announced option to the caller must include an option to press a certain key (such as "0" for an Operator) to be connected to a staff person in real time who can answer and field questions, redirect a caller to a staff person who can address a caller's inquiries, or provide registration information. DHCD and other DC agencies such as the Office of the Attorney General may check Grantee's compliance with this requirement from time-to-time.

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[20] DC Holidays include New Year's Day, Dr. Martin Luther King, Jr. Holiday, Washington's Birthday, DC Emancipation Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Day.

E. Grantee may offer clients virtual appointments as well as virtual group informational or educational activities, but Grantee shall also provide clients an option for in-person services (including both in-person one on one appointments as well as some in-person group informational or educational activities.) The Grantee shall not refuse in-person services to DC residents.

F. Housing Resource Center (HRC) and Late Night Hours: As required by the RFA, "Applicants selected for the award shall participate (in a regular rotation) in staffing onsite at the Department's Housing Resource Center (HRC). The HRC provides services to DC residents by appointment and walk-ins." The HRC is located in the Grantor's offices at 1909 Martin Luther King Jr Av SE. The HRC coordinator, in conjunction with the Associate Director for Community Services, will develop a schedule in consultation with Grant subrecipients for staffing the HRC on a rotating basis on weekdays.

RFA applicants were awarded additional points in their score by committing to "Extended Office Hours." The options included providing office hours until 7:00 pm at least one (1) day a week in their office location and/or until 7:00 pm at least two (2) days a month in the HRC.

In accordance with the Grantee's selection in their Application for grant award and funding, the Grantee has committed to serve Extended Office Hours Extended Office Hours until 7:00 pm one (1) day a week in their office and one (1) day in the HRC.

Section VI. Disbursement/Required Support Documentation

A. Reasonable, Allowable, Necessary, Allocable

1. Grantee may request reimbursement for actual expenses incurred to provide services and as described in the Grant Budget (A 3-1 and A 3-2). Requests must meet all four criteria: reasonable, necessary, allowable, and allocable. (2 CFR 200.305)
   a. ***Allowable costs.*** Reimbursements are limited to the expenses directly related to activities supported by the grant activities and are subject to the regulations of the Federal and District Governments. Expenses related to activities should be necessary, reasonable, allowable and allocable.
   b. ***Limitations on allowable costs.*** A grantee may not use an indirect cost rate to determine allowable costs under its grant.
   c. Some ***Unallowable costs.*** Expenses that are not allowable include (but are not limited to) sales tax, late fees, debts, tips & gratuities, food, alcohol, controlled substances, cash reserves or investments, money given to individuals (including

donations, grants or loans), contributions to organizations, costs of fundraising, fund development, grant writing, advocacy, lobbying, and purchase of goods or services for personal use or benefit.

2. In addition, Grantee must demonstrate to the reasonable satisfaction of the Grantor that Grant performance milestones have been achieved. All requests for payment of eligible expenses shall be associated with the budget line items specified in Exhibit B (Budget Schedule A (3-1), estimated cost invoices and satisfactory Grant performance.

3. Grantees may not be reimbursed for expenses paid through Cash app or other similar peer-to-peer payment platforms, since such platforms create issues for recordkeeping, auditability, and compliance with grant regulations.

4. The Grantee shall not supplant funds or seek reimbursement for expenses that may be reimbursed by another grant (Federal, District, or private) either prior to or subsequent to reimbursement by the Grantor.

5. The Grantee must have the capacity for bookkeeping and accounting services required to track Grant expenses and create payment requests in keeping with Federal and District requirements, either on staff or by a third-party contractor.

6. The Grantee shall create and submit payment requests in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the Grantee to create and submit invoices by selecting the applicable purchase order number which is listed on the Grantee's profile.

7. All Grantees must be registered in the portal prior to invoice submission. The vendor portal website is **https://cfo.dc.gov./supplier_portal**. Please log onto the portal for further details and instructions. Questions can be submitted to **suppliers@dc.gov**.

B. Form of Submission of Payment Requests

1. The cover sheet to the reimbursement package must be the 30A Form of the Department [RCSD DHCD 306A Revised October 2024]. No other cover sheet is needed. This form should contain the Purchase Order Number, the IDIS Number, and the Partial Payment Number in accordance with Department's guidelines.

Payments requests are contingent upon certification by the Grantee in the following form as contained on the 306A (RCSD DHCD 306A Revised October 2024). The Certification is to be made by the chief executive officer, or the chief financial officer or the chief operations officer if the Governing Board has authorized this officer to act on behalf of the board to sign.

"I certify that all items, quantities and prices of work and material shown in the requisition are correct to the best of my knowledge and belief. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information , or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812." (2 CFR 200.415)

2. Page 2 and Page 3 shall be the Reimbursement Request A 3-1 and A 3-2.

3. Page 4 shall be the Invoice Cover Sheet with:
   a. A unique identifier (e.g. a row number or brief alphanumeric code) shall be assigned by the Grantee to non-personnel invoices and with the same unique identifier marked on each and every supporting document (e.g. receipt, proof of payment, cancelled checks, contracts, scopes of works, services rendered, vendor statement or document, Grantee's notes) submitted. The unique identifier shall be listed on the invoice cover sheet.
   b. Vendor's name
   c. Remittance address
   d. Invoice number
   e. Invoice date
   f. Contract number (also known as Grant Number)
   g. Purchase order number (if any)
   h. Invoice Amount
   i. The Amount which the Grantee is requesting reimbursement
   j. Quantity of goods/services delivered. Deliverables. Shipping and payment terms
   k. Other substantiating documentation that justifies and supports the payment request.

4. Page 4 and subsequent pages as needed shall include the supporting documents for the reimbursement request including signed timesheets, payroll reports, invoices from vendors marked as described above. (See Section E below.)

C. HUD Related Requirements

1. Federal regulations require that reimbursement under the Grant is tied to (a) beneficiary data reporting and (b) program performance. Failure to meet reporting deadlines for performance and/or beneficiary service data will suspend temporarily the processing of Grantee payment requests. Staff unavailability does not waive the requirement to meet reporting deadlines, and Grantee shall ensure that adequate staff are trained or cross-trained to prepare and submit reports timely.

2. The Grantee should be aware that HUD maintains an *Integrated Disbursement and Information System* ("IDIS"), a database in which the Grantor must make reports during the performance period on each Grantee's account. HUD flags subrecipient accounts when reporting is not provided by a deadline. Such a flag shall constitute a default. Multiple flags or failure to meet the conditions for HUD to remove a flag may result in suspension or termination in keeping with Section XII (C) of this Agreement.

D. Schedule for Submission of Reimbursement Requests

1. Requests for reimbursement shall be submitted in a timely manner by the date due. Failure to meet a deadline shall constitute a default.

2. On the 10th day of each month, the Reimbursement Request shall be for the prior month; provided however, the September reimbursement request must be submitted earlier in October on the date specified by the Office of the Chief Financial Officer of the District of Columbia, which is usually between the 5th and 7th day of October. *(Grantee may wish to use other funding sources for the late September payroll to facilitate meeting the deadlines.)*

3. In order to close-out the grant by September 30th, the October request should be the only request submitted in September.

4. The monthly schedule for submission is as follows:

Month	Due Date
March	April 10th
April	May 10th
May	June 10th
June	July 10th
July	August 10th
August	September 10th
September	October 5th or 7th as specified by the DC CFO
October	November 10th
November	December 10th
December	January 10th
January	February10th
February	March 10th

5. As applicable, expenses incurred pursuant to a project commitment in IDIS that has been approved by the Grantor and are otherwise eligible for reimbursement at the Grantor's sole discretion, may be reimbursed, regardless of when those expenses were incurred.

E. Source Documentation

1. All costs and obligations incurred under this Grant Agreement must be supported by source documentation (e.g. invoices, receipts, contracts, canceled checks, etc.). Documentation may also include approved time distribution sheets and certified payroll reports for employees and contracts.

2. The Grantee must satisfy all documentary requirements to the reasonable satisfaction of the Grantor prior to the disbursement of Grant funds.

F. Requirements Applicable to Disbursed Funds/No Escrow

1. Grantee shall not escrow Grant funds. However, nothing shall prohibit the Grantee from supplementing funding for these activities from other sources including other grants, funders or donors.

2. Any cash advances disbursed pursuant to this Agreement must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate

cash requirements of the Grantee in carrying out the purpose of the Grant. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct Grant program or project costs and the proportionate share of any allowable indirect costs.

3. If at any time it is determined that more Grant funds are disbursed to Grantee than what was required by the Grantee's immediate disbursement needs, Grantee shall immediately return to Grantor the excess funds.

4. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations or fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee.

G. The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect cost rate, as further described in Section (C)(4) and Section (C)(5) (Reporting Requirements) below.

H. In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant proceeds within three (3) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant proceeds, unless another date shall be agreed to be the parties in writing. The Grantor reserves the right to recover such losses by any legal remedy available.

Section VII. Budget Modifications

A. Any amendments to the budget (change in the amounts specified in the individual cost categories set forth in Exhibit B). may be approved by the Grant Administrator, so long as the total amount of the budget is not exceeded.

B. Any increase in the total Grant amount must be approved by the Director of the Department. If the change is made at the request of the Grantee, the request shall be in writing dated and shall be submitted on a Budget Modification Form, attached hereto as Exhibit E.

1. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and dated using the appropriate excel format or the appropriate online portal if available.

2. The Grantee shall make modification requests by June 1st, to allow sufficient time for processing prior to the start of the fourth quarter of the fiscal year. No more than two modifications may be required in the performance period. Requests for modification to the budget shall not be approved after June 1, 2025, except for extenuating circumstances specified in writing, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion.

3. The Department will not approve reprogramming of personnel funds for positions not filled in compliance with this Agreement and Grantee's personnel policies submitted to Grantor. If at any time DHCD requires a more detailed budget breakdown than the one contained herein, the Grantee shall provide such supplemental budget information in a timely fashion and in the form and content prescribed by DHCD.

Section VIII. Conditions Precedent to Grant Closing and Grant Disbursement

Grant closing shall mean the date on which Grantee has satisfied all conditions precedent to execution to the satisfaction of the Grantor, at which time both parties have executed and delivered the Grant Agreement. No Grant proceeds shall be disbursed prior to Grant closing.

The following conditions must be met prior to Grant closing:

A. Eligibility Determination. Determination by the Grantor that Grantee's proposed Grant activities meet eligibility and national objective requirements specified by the CDBG Program regulations at 24 CFR §§ 570.200 through 570.209. Grantor has determined that the proposed Grant activities are eligible for CDBG Program funding pursuant to 24 CFR 570.201(e) (provide housing counseling services to low- to moderate-income households).

B. Environmental Clearance. Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historic preservation reviews, and HUD has issued an approval of the release of funds.

C. Due Diligence Submissions. The following items must be delivered to DHCD for approval prior to Grant execution and Grant closing:

1. Articles of Incorporation, organizational by-laws and certification of nonprofit status.
2. Board/Corporate Resolution, memorializing
   a. the Grantee's intent to enter into this Agreement
   b. identifying the total Grant amount of the award
   c. identifying the Grant Number
   d. identifying the funding source(s) of the award, and
   e. identifying the authorized person by name and title who is authorized to sign on behalf of the corporation to enter into this Agreement.
3. Certificate of Good Standing
   a. issued by the DC Department of Licensing and Consumer Protection (DLCP)
   b. certified within 6 months of the Effective Date of this Agreement.
4. Certificate of Clean Hands
   a. issued by the DC Office of Tax and Revenue (OTR)
   b. certified within 90 days of this Agreement.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia to carry out the Grant activities.
6. Evidence that Grantee has obtained insurance, as provided in Exhibit H. If the renewal period for any insurance requirement occurs during the Grant performance period, the Grantee is required to submit to the Grantor evidence (Certificate Of Insurance) of insurance renewal to cover the remaining Grant performance period.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Effective Date.
8. An Affirmative Action Plan ("AAP") must be submitted by the Grantee for review and approval by the District prior to Grant execution and the disbursement of any Grant proceeds. The AAP shall be in a form to be determined by the District and must detail the Grantee's efforts to comply with the District's goals for achieving equal employment in District government contracts and set forth specific standards for the utilization of minorities in all job categories, as required by Mayor's Order 85-85 and District law.
9. Drug-free Workplace Certification (Exhibit F).
10. Debarment affidavit and verification confirming that Grantee is not debarred or suspended or otherwise excluded from or ineligible for participation in federal or District assistance programs under Executive Order 12549 or District law.

D. Opinion of Counsel. Grantee shall submit a written opinion of the Grantee's attorney, which states that the attorney has read the Grant documents and that the Grantee:

- Is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary.
- Has the full authority and legal right to carry out the terms of this Grant Agreement and all documentation required hereunder to be executed by Grantee; and
- Has taken all actions to authorize the execution, delivery and performance of this Grant Agreement and any documents required to be executed in connection with the Grant according to their respective terms

The Opinion shall further state that none of the aforesaid actions, undertakings or agreements violate any restriction, term, condition or provision of the Grantee's organizational documents or any contract or agreement to which Grantee is a party or by which it is bound. The Opinion must identify the Grant Agreement by name and Grant number, and the counsel must specifically identify the documents upon which the Opinion is based.

E. Current on District Obligations. Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant, including all local taxes and charges affecting Grantee's business.

F. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Proceeds, including, but not limited to the Council of the District of Columbia and the Chief Financial Officer of the District of Columbia.

G. Clearance Approval issued by the DHCD Office of Program Monitoring.

Section IX. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. The Grantee shall cure all report deficiencies identified by the Department and resubmit for approval by the Grantor within 14 calendar days of the notification. The requirements of monthly and quarterly reports [VII.(A) and (B) are in Exhibit C.]

A. Monthly Reporting

Monthly Performance Reporting. The Grantee shall use the online reporting portal provided by the Grantor and shall provide a complete performance report by the 10th day of each month reporting on Grant activities, accomplishments and performance of the prior month. Failure to submit the report by the tenth day of the month following the end of each

month shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

B. Quarterly Reporting

On the 10th day of January, April, July, and October, the following quarterly reports for the previous three months shall be due and provided by the Grantee in the form and method required by Grantor:

1. Quarterly Report on **Beneficiary Data and Demographics** (separate reports for PS, NPS and NRSA).

2. **Banking Report** (as applicable)

3. **Non-expendable Equipment Inventory Report** (as applicable) (the purchase or lease of non-expandable equipment). The purchase of all computer equipment must have prior approval from the Department.

4. **Procurement Report** (as applicable).

5. Copies of the **Minutes of the Board of Directors** meetings, which took place during the previous quarter; and

6. **Language Access Report** (optional) – If services are provided in languages other than English, we encourage a language access report to be made.

Failure to submit any or all Quarterly Reports by the tenth day of the month following the end of a quarter shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

C. Additional Report Requirements

The following reports are due to the Department within the timeframes indicated below. If these documents were previously submitted, they must be updated and resubmitted.

1. Fringe Benefits Report

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects funded from the proceeds of this Grant shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefits rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the change. The report shall be submitted to DHCD within fifteen (15) days of Grant execution.

The fringe benefits rate for any personnel costs funded by this Grant shall not exceed 20% of the base salary rate indicated in Schedule A Form A (3-2) of the budget (Exhibit B).

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to the date of the Offer Letter.

All personnel costs approved under this Grant Agreement must be filled within ninety (90) days of Grant execution or within ninety (90) days of the vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than ninety (90) days, whether intermittent or consecutive, at any time during the Grant period may result in the loss of funds for the position.

Grantee must submit transcripts of training or continuing education for individual staff and counselors to the Grantor.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with CDBG funds, in accordance with the requirements specified in 2 CFR Part 200 (Exhibit D). The property inventory list must include, at a minimum, a short

description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

a. The Grantee shall submit a budget and Cost Allocation Plan showing its direct and indirect costs and the allocation of such costs to the Grantee's activities, including the administration of the activities and services provided under this Agreement. The plan must show all allowable and unallowable costs and how such costs are included in the direct and indirect costs in accordance with 2 CFR Part 200.

b. A current Cost Allocation Plan must be submitted no later than thirty (30) days following Grant execution.

c. The Cost Allocation Plan must include all sources of funding for the Grantee, including this, Grant and to which program/cost centers each source has been applied using the Grantee's chart of accounts (referencing individual budgetary line items).

The Grantee must provide:
i. the total amount of funding from each funding source,
ii. the total staff employed by the Grantee, regardless of funding source, staff allocation per grant/program and the estimated percentage of time spent per grant program.

d. As required by HUD, the Cost Allocation Plan is subject to approval by the Grantor. The Grantee shall cure any defects or omissions in the Cost Allocation Plan within 60 calendar days of the notice to cure.

e. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. The waiver request must detail the reasons for the waiver request and include a copy of the relevant audited financial statements.

f. Claims for reimbursement of documented Grant expenses shall comply with 2 CFR Part 200 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.

5. Indirect Cost Rates

a. Grantees may request reimbursement for indirect costs based on their Cost Allocation Plan. The Cost of Allocation Plan must be reviewed and approved by the Grantor. The Grantee is required to keep records of the expenses charged to the Indirect Cost Rate for monitoring and close-out.

Grantees with Indirect Cost Rates are required to use their indirect cost rate. Grantees with provisional rates must demonstrate the rate is not expired or that it is currently used by a Federal Agency in awarding Federal funds to the Grantee during the current Fiscal Year. Other Grantees may use the Federal *de minimis rate* of 15%. In either case (*De Minimis rate* or Federally Approved rate), Grantee shall maintain records (available during monitoring, or close-out or upon request) indicating which costs in the cost allocation plan and the dollar amount have been attributed to the Indirect Cost.)

Indirect cost rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with supporting documentation. DHCD will not make adjustments to indirect cost rates after June 1st.

The Grantor does not issue or award Indirect Cost Rates.

Grantees who wish to obtain a Federally authorized Indirect Cost Rate are encouraged to contact the "Cognizant Agency" which is the US Department of Health and Human Services.

b. For all personnel costs funded under this Agreement, Grantee must maintain documentation for use of indirect cost funding and provide the same when requested for verification of expenditures in keeping with the approved cost allocation plan, including, but not limited to cancelled checks, employee signed and supervisory approved employee time sheets, invoices and bank records.

c. Expenses charged to an indirect cost rate must be accompanied by and cross-referenced to and reconciled with an independent audited financial statement, which accounts for all (grant funded and non-grant funded) activities by the Grantee during the fiscal year in which the indirect cost rate is based.

6. Organizational Audit

Grantee must submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year.

Note to All Grantees: All Grantees must ensure their financial records are available for review or audit by appropriate officials of the Federal Government and the District Government.

7. Auditor's Management Letter.

Grantee shall submit an auditor's Management Letter to the Grantor at the time it submits the annual audit.

8. Procurement Policy. Accounting Policies and Procedures. and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution, the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of the Grant. These policies and procedures shall be in accordance with the requirements of 2 CFR Part 200. The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

If the Grantee has previously submitted these documents, and the documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a certified statement (the "Re-certification Letter") to the Grant Administrator indicating when the most current document was submitted to the District and certifying that no changes to these policies and procedures have since been made.

Intentionally Blank

D. Summary of Report Deliverables and Receipt Due Dates:

	Report	Receipt Due Date
1	Monthly Performance Report	No later than the 10th day of each month
2	Quarterly Beneficiary Data	No later than January 10th, April 10th, July 10th and October 10th – a separate report for each use: PS-NPS-NRSA
3	Language Access Report (Optional)	No later than January 10th, April 10th, July 10th and October 10th
4	Fringe Benefits Report	Within 15 days of Grant execution
5	New Hires/New Employees Information (Job Description & Resume) HUD certificate if certified counselor	10 Days prior to the Offer Letter of Employment being sent to the candidate
6	Notice of Vacant Position	Within 10 days following the vacancy
7	Non-expendable Equipment Report	Within 15 days of Grant execution and quarterly thereafter
8	Procurement Policies and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
9	Accounting Manual and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
10	Cost Allocation Plan (based on and tied to the most recent audit)	Within 30 days of Grant execution
12	Independent Financial Audit	Within 90 Days of the Close of the Grantee's Fiscal Year

	Report	Receipt Due Date
13	Single Audit Report (if applicable)	Within 30 Days of submission to the Federal Audit Clearinghouse
14	Auditor's Management Letter	Submitted with the submission of the Audit
15	Requests to revise Budgets and/or Workplans	Prior to the 1st day of June
16	Grantee's Close-Out Report (Section XV.) Inventory Report & Annual Report	Within 90 Days of the end of the Term of the Grant.
17	HUD 9902	Within 30 Days of Submission to HUD
18	HUD Monitoring Report	Within 30 Days of Receipt from HUD monitor or the HUD intermediary monitor.

Section X. Accounting/Audit Requirements

A. Accounting System

1. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in Exhibit B.

2. Accounting records should be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.

3. Any funds provided to the Grantee or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest-bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

Grantee shall submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year, contingent on the following:

1. Grantees receiving an aggregate of $1,000,000 or more from all funders in Federal funds must in accordance with Federal regulations obtain an independent audit (Single Audit Act of 1984 , Single Audit Amendments Act of 1996, and 2 CFR Part 200). A standard audit may be supplied pending the completion and submission of the Single Audit.

2. Grantees:
   (a) Required to be audited by any State or political subdivision(s) thereof (whether by statute or regulation) or
   (b) Who conduct an audit to submit to any government or private funder, or foundation or corporate funder or
   (c) Whose governing body or senior management obtains an audit,

   shall be required to submit that audit to the Grantor upon receipt of the same.

If the Grantee is not audited in accordance with (1) and (2) above, the following shall apply:

3. A Grantee whose corporate entity receives or expends less than $999,999 as reported to the Internal Revenue Service in the 990 Tax Return without amendments, deletions or summarized details must file with the Grantor a financial report prepared by an independent Certified Public Accountant and certified by the same that contains:
   - income statement or Statement of Activities,
   - balance sheet or Statement of Financial Position,
   - statement of Functional Expenses by program or cost centers such statement to break out separately the Grantor's funding by Grantor's program(s) separately from all programs or cost centers used.
   - statement of cash flows, and
   - independent review and certification of the financial statements including a review of the management's financial internal controls.

   In addition, the nonprofit organization must file a biennial audit that covers both years within a biennial period. See 2 CFR Part 200, Subpart F.

4. The Grantee shall fully clear any deficiencies noted in the audit reports within sixty (60) days after receipt by the Grantee.

5. . Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default of this Grant and may result in the withholding of future payments and/or debarment from participation in future Grants.

Section XI. Grant Administration

The Grant Administrator is:

William Winston
Associate Director for Community Services
DC Department of Housing and Community Development
1909 Martin Luther King Avenue SE, Room 304
Washington, D.C. 20020.

The telephone number is (771) 208-9628. All concerns regarding the technical implementation and interpretation of this Grant are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line-item changes and terms) where there is no dollar increase.

Section XII. Repayment of Grant Funds/Grant Performance Monitoring Default and Remedies

A. HUD Monitoring

The Grantee is subject to monitoring by HUD and agrees to provide all required information, data, records, files including client files, case notes, correspondence and emails, reports, beneficiary data, performance data, financial records, supporting documentation, to satisfy HUD monitoring. Notwithstanding the date of a finding by HUD, should HUD make a finding, the Grantee shall be responsible to cure the defect, and should HUD require repayment of Grant funds for any reason to the Federal Government, the Grantee shall be responsible for repayment in the amount specified by HUD. Repayment shall be made to the District of Columbia and by the District to the Federal authority in satisfaction of the HUD requirement. HUD monitoring is not confined to the performance period but extends through the record retention period provided in Section XV.

B. Grant Performance Evaluation

1. DHCD will monitor the performance of the Grantee to ensure that the goals and performance standards stated in the Statement of Work and Work Plan and RFA are being achieved according to schedule and within budget.

2. All records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. Grantee shall make timely submission of all information and/or records requested by DHCD or HUD to assess performance under the Agreement.

C. Suspension or Termination of Grant Assistance

1. In accordance 2 CFR 200.340 and 200.341 and 200.343, suspension or termination of CDBG Grant assistance may occur according to the Default provision in subsection D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner.

2. If Grantee fails to correct the substandard performance within thirty (30) days after receiving written notice from DHCD, suspension or termination of this Agreement will be initiated.

3. In accordance with 2 CFR 200.340(a), suspension or termination of Grant assistance may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

Subject to any applicable notice requirement and right to cure, the occurrence of any of the following shall constitute an event of default:

1. Failure to comply with any of the CDBG Program rules, regulations or provisions referred to in this Agreement, or such other Federal or District statutes, regulations, executive orders, District of Columbia mayoral orders, HUD rulings, policies or directives applicable to this Grant:

2. Failure to comply with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement.
3. Substandard performance by the Grantee or any of its agents under this Agreement, as determined in the sole and reasonable discretion of DHCD; or
4. Improper use of funds provided under this Agreement.

A determination of default shall be made in the sole and reasonable discretion of DHCD.

E. Remedies for Default

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of a written notice to the Grantee, Grantor may take one or more of the following actions, as determined in its sole discretion:

1. Terminate and suspend further disbursement of any remaining Grant assistance.
2. Disallow all or part of the cost of the activity or action that is not in compliance with this Agreement.
3. Wholly or partially suspend or terminate the current Grant award; or
4. Take other legal remedies that may be available.

F. Termination for Convenience

The Grant may be suspended or terminated on the basis of convenience as provided in 2 CFR 200.340(a).

G. Reversion to DHCD of Grant Assistance

1. Upon default by the Grantee under the terms of subsection D above, which has not been cured, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request the following:

i. Any Grant funds in its possession (whether or not committed),
ii. Any accounts receivable attributable to the use of Grant funds; and
iii. The portion of any income directly generated by (or the prorated proportion of) Grant funds for the activities described in this Agreement.

2. Upon final completion of the projects and activities for which CDBG funds have been provided by DHCD, expiration of the term of this Agreement, cancellation, or determination of this Agreement, the Grantee shall transfer any unspent, excess or surplus CDBG Grant funds, to include accounts receivable attributable to the use of the CDBG funds.

H. Grantor Non-Waiver

DHCD's delay or failure to act with respect to a breach by the Grantee does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section XIII. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, and 2 CFR Part 200, as deemed applicable by the Grantor. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Fund Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Organizational Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter arising from this Grant Agreement.

D. Cancellation Ceiling

In the event of cancellation of the Grant because of non-appropriation of funds for a specific fiscal year, there shall be a cancellation ceiling of zero dollars.

E. Anti-Deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, Grantor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code§ 47.105. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-Deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section XI. of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements.
2. Performing technical evaluations as required.
3. Interpreting the Statement of Work and other language in the Grant.
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with the District and other laws and regulations applicable to the Grant.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

Marian Siegel
Executive Director
Housing Counseling Services, Inc.
2410 17th Street, NW
Washington DC 20009
(202) 667-7006
mariansiegel@housingetc.org www.housingetc.org

H. Misuse of Grant Funds

Any alleged fraud, waste, abuse or mismanagement of Grant funds shall be immediately reported to the Grantor and the District of Columbia Office of the Inspector General ("OIG"). The OIG may be reached at (202) 724-TIPS (8477) and (800) 521-1639 or at oig.dc.gov

I. Nonassignability

Grantee will not sell, assign, pledge or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

Section XIV. Insurance

A. The Grantee shall obtain at least the minimum insurance coverage set forth in this Section XIV. and Exhibit H prior to the Effective Date and keep such insurance in force, as may be applicable, throughout the Grant period of performance.

B. Fidelity Bond: The Grantee must procure Fidelity Bond coverage in an amount equivalent to the total Grant budget. Pursuant to 2 CFR Part 200, Fidelity Bond coverage is required to protect the District's interest in the dollar amount of the Grant. Should Grantee be unable to procure a Fidelity Bond, Grantee shall submit proof that it has obtained general liability insurance that covers internal employee criminal activity or directors' and officers' liability insurance.

Section XV. Records Retention/Access

A. Records Retention

The Grantee shall retain all records demonstrating compliance with CDBG requirements and that are pertinent to this Grant for no less than five (5) years from Close-out of this Grant Agreement, including any extension thereof made in accordance with Section XVI. [Option to Extend] and including but not limited to Close-Out in IDIS of any HUD requirements. See Exhibit 5.1 in this link: https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-5.pdf

B. Extension of Retention Period

Notwithstanding the foregoing retention requirement in paragraph A above, if any litigation, claim, HUD monitoring or audit is initiated before the expiration of the retention period, records shall be retained for a period of not less than four (4) additional years following completion of the actions and resolution of all proceedings (e.g. litigation, claim, HUD monitoring or audit) involving the records.

C. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility, progress and achievement toward program goals and secure such records in a manner subject to applicable privacy laws. Such data may include, but is not limited to, client name, address, income level, case notes, correspondence and a description of service(s) provided. The Grantee shall use software which is HUD compliant to maintain client records. The Grantee shall transmit client records and files in a manner that is compliant with HUD's Personally Identifiable Information (PII) requirements.

D. Access to Records

All Grantee books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Grant funds shall be made available to the Department, HUD, its designee, representatives of the Inspector General of the District of Columbia or the Office of the DC Auditor at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.

E. National Objectives

The Grantee agrees to maintain documentation that demonstrates that the activities carried out with CDBG funds provided under this Grant meet the CDBG national objective of benefiting low- and moderate-income persons, as defined in 24 CFR part 570.208.

F. Copyright

If this Agreement results in any copyrightable material or inventions, DHCD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Section XVI. Federal and District Public Policy Requirements

Grantee shall fully comply with the following Federal and District policy requirements, as deemed applicable by Grantor:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federal-assisted and federal conducted programs and activities .

C. The requirements of Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

D. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.-) and implementing regulations at 24 CFR I part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

E. The requirements of Executive Order 11246, as amended by Executive Orders 11375. 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

F. The Conflict of Interest provisions of Federal and District laws strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of Federal funds to comply with 2 CFR 200.317 to 200.327 and

any sections of Title of 24 the Code of Federal Regulations concerning CDBG funding which are more restrictive than the Uniform Guidance Code for use of CDBG funds. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within (fifteen) 15 business days of execution of the Grant Agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict-of-Interest declarations to be executed by each employee and board member.

G. The Hatch Act. Chapter 15 of Title V. United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

H. The National Environmental Policy Act or other legislation implemented by 24 CFR part 58.

I. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement as Exhibit F.

J. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991H FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.

2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any grant,

or the entering into any extension. continuation. renewal, amendment of modification of any grant.

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and

c. He or she will include the language of the certification in all sub- grant awards at any tier and require that all recipients of sub-grant awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this Grant imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure, as the applicable grant shall so provide.

K. The Americans with Disabilities Act of 1990 (ADA) - Notwithstanding anything contained herein to the contrary, during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

L. The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are applicable pertaining to economic opportunities for low and very low-income persons. 24 CFR part 135.

M. First Source Program - Contractors and subcontractors of a government-assisted Project totaling $300,000 or more must comply with the District's goals for the recruitment, referral and placement of District residents. See D.C. Law 5-93, as amended, D.C. Official Code§ 2-219.01 et seq.

Section XVII. Close-Out Provisions

Activities and tasks during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor, and determining the custodianship of records (which shall remain the responsibility of the Grantee unless a determination is made otherwise). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over District appropriated funds and the record retention period, whichever is longest. Grantee shall submit the following items within the time frames indicated in this Section after completion of Grant activities or expiration or termination of this Agreement.

1. All activities are eligible, were completed and met a national objective.
2. All grant funds were expended in full, or all remaining funds are to be returned to Grantor.
3. All reporting requirements were completed and submitted (except for the final report that is submitted during the closeout process).
4. Any special conditions were met; and
5. All deficiencies or corrective actions affecting the Grant were resolved.

A. Grant Close-Out Report

The Grantee shall submit to the Grantor a Grantee's Close-Out Report ("Report") within ninety (90) days after expiration of the Grant term, termination of the Grant, or final payment for activities under this Agreement, whichever occurs later. This Report, at a minimum, shall include a narrative of the Grantee's completed tasks based on the activities, performance measures and goals set forth in the Statement of Work. The Report shall be completed using a form provided by the Grantor. The Grantee shall provide any information or data Grantor requests for Close-Out. In the Grantor's sole discretion, the reporting provided during the term of this Agreement may be accepted in lieu of the Grantee's Close-Out Report if those reports contain all information required in this section.

B. Documentation of Expenses

Within ninety (90) days after the expiration of the Grant, the Grantee shall provide to Grantor documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses.

C. Equipment Inventory

The Grantee shall submit to Grantor a list of all furniture, fixtures, equipment and vehicles purchased with Grant funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with 2 CFR Part 200.

D. Audit

The Grantee shall submit an audit or financial statement, as applicable, and as provided in Sections IX and X. of this Agreement.

E. Transfer of Records

Grantee shall, within ninety (90) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

F. Grantee's Obligations

The Grantee's obligations to DHCD remain in effect through the period of record retention as stated in Section XV.

Section XVIII. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion, and if legally permitted, extend the term of the Grant no more than two (2) times for one-year terms, or any fraction of one year, or multiple successive fractions thereof.

B. Grantor will endeavor to provide Grantee a preliminary written notice of its intent to extend at least thirty (30) days before the end of the Grant Term. The preliminary notice does not commit the District to an extension or authorize additional Grant funds to Grantee.

C. Any extension of this Grant is contingent upon the appropriation of funds for the applicable time period. However, the availability of funds shall not obligate the District to extend the Grant.

Section XIX. Total Agreement

The Grant Agreement, including specifically incorporated documents (to include the approved Statement of Work, the Work Plan, the approved Budget and the Grant attachments) constitute

the total and entire agreement between the Parties. Grantee understands and agrees to comply with the incorporated references contained in this Agreement and all applicable District and Federal laws and regulations.

Section XX. Applicable Law.

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia, unless otherwise controlled by federal law. In any proceeding relating to this Grant Agreement, each of Grantor and Grantee, hereby irrevocably submits to the jurisdiction of the Courts of the District of Columbia for the purposes of any suit, action or proceeding arising out of or relating to this Grant or transactions contemplated hereby.

Section XXI. Severability.

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XXII. Amendment.

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Grant activities, or the amounts specified in the Budget without the prior written approval of Grantor. The Grantee may request in writing approval of any proposed change to the Statement of Work or Workplan or the amounts specified in the eligible cost categories of the Budget and shall provide adequate supporting information and a revised budget along with its request. All such requests must be signed and dated.

Section XXIII. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or fully, by the Department.

1. The written or printed materials must include the authorized DHCD logo.

2. Written or printed materials include, but are not limited to, newspaper, radio and television announcements or advertisements, websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.
4. Grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to Grantee.
5. Grantee must provide copies of all marketing materials, brochures, flyers and other materials that publicize grant-funded activities to Grantor via email at dhcd.occo@dc.gov

Grantee shall publicize, as appropriate, to its constituency through social media, print, and online postings, DHCD communications and events that are related to Grant supported activities.

Section XXIV. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code§ 2-531 *et seq.* provides for the disclosure of public information. Specifically, the law provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Official Code § 2-1701 (13).

This serves as your Notification that information /documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code§ 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXV. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, homeless status, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Sexual harassment is a form of sexual discrimination which is prohibited by the Act and Mayor's Order 2023-131 (Updated District Government Sexual Harassment Policy, Guidance, and Procedures), which is attached hereto as Exhibit I.

The prohibition against workplace sexual harassment extends to third parties doing business with or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies. By executing this Agreement, Grantee affirms that it will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1 I 00 et seq. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated.

Section XXVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addresses:

NOTICE TO GRANTEE:

Housing Counseling Services, Inc.
2410 17th Street, Suite 100
Washington DC 20009
Attn: Marian Siegel (Executive)

NOTICE TO GRANTOR:

D.C. Department of Housing and Community Development
Community Services
1909 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
Attn: Director

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTOR SIGNATOR PAGE]

DISTRICT OF COLUMBIA, a municipal Corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Colleen Green
Director

Legal Review:

Julia Wiley
Office of the General Counsel
Department of Housing and Community Development

3/13/25
Date

[Signatures continue on the next page]

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTEE SIGNATURE PAGE]

HOUSING COUNSELING SERVICES INC.
a District of Columbia non-profit corporation

Marian Siegel
Executive Director

3/17/2025
Date

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit A Services to be Provided

- Statement of Work
- Section 3.2 Services (from the FY25 RFA)
- Workplan as approved by the Grantor

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education and training services to support DHCD's housing programs and initiatives, and to promote compliance with District housing regulations. All of the services are intended to empower potential homeowners, actual homeowners, and tenants for the purpose of preserving of affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership; (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached workplan and performance measures. Marketing and outreach for the services provided is a activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of these service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling; (b)the Grantee's additional knowledge of the individual and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and it shall be maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow up and conduct a final assessment of the impact of the services provided. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for HPAP/EAHP/NEAHP
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program

A6: Income Certification for PADD Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B13: Technical Assistance for Coop and Condo Associations

CATEGORY C: TENANTS AND TENANT GROUPS
C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

SECTION 3: PROGRAMMATIC REQUIREMENTS

3.1 Eligibility for Federal Funding

The services in this RFA will be conducted through grant agreements using Federal funds (Community Development Block Grant (CDBG) and, as available, some District Funds. The Department will provide a full informational briefing to the awarded grantee(s) about the grant funding source's ongoing administrative and programmatic requirements. Whether grants awarded under this RFA are funded locally or with federal funds, all grants will be managed to the higher standards and requirements whether Federal or District.

Federal regulations have established national objectives requiring all CDBG-funded activities beneficiaries to be at least 51% low- and moderate-income persons or households. The national objective is achieved through "limited clientele benefit"—that is, by verifying the incomes of each beneficiary of the services provided. The applicant must demonstrate that it has the capacity and the intention to verify the household incomes of beneficiaries to meet the national objective of providing benefits to 51% of low- and moderate-income persons.

Client income certification is also an important element of ongoing program activity for many DHCD housing programs. (See Section 3) Applicants should review in detail the federal income requirements for programs, activities, and grantee (sub-recipient) eligibility under the Community Development Block Grant program regulations at 24 CFR 570. 200-210,

- https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-570/subpart-C?toc=1

and HUD Housing Counseling Program Regulations: 24 CFR Part 214,

ps://www.ecfr.gov/current/title-24/subtitle-B/chapter-II/subchapter-B/part-214?toc=1

3.2 Housing Services: Description of Housing Programs and Services

Please Note: Specifications and programmatic requirements may change from time to time during the award period at the discretion of the Department.

The following describes seventeen services in the Housing Counseling Program. These constitute the services for which the Department is seeking Applicants to provide services to DC residents. Applicants should select at least one service for which they are applying; however, the Applicant may select more than one. The Department is not obligated by the Applicant's selection to make an award. Applicants are responsible to demonstrate their capacity in their application to provide the services for which they have applied. Capacity includes staffing patterns including qualifications and experience, other funding resources, case management systems and programmatic activities. Historical data can also be considered in demonstration of organizational capacity. Applicants should be aware of Legal Citations noted throughout this section as well as the references to the Code of Federal Regulations (CFR).

Category A: HOMEOWNERSHIP

A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program
A6: Income Certification for the Property Acquisition and Disposition Division (PADD) Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY

B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B12: Legal Services for Seniors and/or Coop & Condo Associations
B13: Technical Assistance for Coop and Condo Associations
B14: Technical Assistance for Owners of Small Rental Properties

CATEGORY C: TENANTS AND TENANT GROUPS

C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

Each particular service has specific requirements described in the following pages. Applicants are expected to utilize this guidance in the performance of these services.

CATEGORY A: HOMEOWNERSHIP

Legal Citations Governing Program Area in Category A

Applicants to provide services in Category 1 should review in detail the following legal citations governing the District's homeownership programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for homeownership pursuant to the relevant citations.

- Home Purchase Assistance Program: DC Code 42-2601 and 14 DCMR, Chapter 25
- Employer-Assisted Housing Program: DC Code 42-2501 and 14 DCMR, Chapter 36
- Inclusionary Zoning: Legislation Pending, Bill 17 586, 17-618, 17-619

A1: HUD Housing Counseling
This activity is open to applicant organizations which are HUD approved employing one or more HUD certified counselor(s). Such counseling is often (but not exclusively) in the pursuit of homeownership or credit repair and improvement or to improve their housing condition.

Grantees of this service should be familiar with 24 CFR 5.100 and with 24 CFR 214.

Housing counseling is independent expert advice provided by a HUD certified housing counselor (24 CFR Part 214) customized to the needs of the client. It is aimed at addressing housing barriers and providing support to the client to achieve their housing goals. This counseling service must include: (1) intake (2) financial and housing affordability analysis (3) an action plan[2] and (4) follow-up counseling to implement the action plan and achieve its stated goals *(24 CFR 5.100).*

The action plan should identify the steps needed for the client to achieve his/her housing goals. These actionable steps include, but are not limited to, review of the client's credit report with explanations of its meaning and items that impact (or may improve) the credit score, creation of a budget and methodologies to track one's income and spending, debt reduction planning, and savings planning. Follow-up should track the client's progress toward the goals of the action plan. Other programs and services including group educational opportunities may complement the one-on-one counseling with a certified counselor. Counselors, therefore, may appropriately make referrals to programs and services as well as to group educational activities that support and implement the goals of the action plan.

Counseling organizations are required to maintain case files including items 1-4 above as stated in 24 CFR 5.100. It is critical that files with records and case notes be kept in such a way that if a client's counselor is no longer available, either temporarily or permanently, another certified counselor in the organization can understand based on the file the client's circumstances, action plan, progress and where the client is in achieving his/her housing goals.

Organizations providing this service should have working experience with credit counseling and repair, with consumer credit bureaus and consumer credit laws. Ideally, they should be familiar with creditor tactics, liens, judgments, repossessions, and other obstacles to credit improvement.

It is critical for the counseling organization to make efforts to keep the client engaged in the counseling process and such attempts and outreach should be documented in the case file.

In accordance with HUD requirements, counseling organizations may close files if a client does not respond to outreach efforts over 60 days. The last outreach attempt should document that the file will be closed as of a specific date if nothing further is heard from the client. If the client should return to client after the 60 days, a new file should be opened.

[2] Except for reverse mortgage counseling.

Post-purchase follow-up

a) Grantees must continue their counseling relationship with customers once they become homeowners. This follow-up should continue for a period of time after purchase to ensure the homeowner's housing stability.
b) Grantees may make use of post-purchase programs using either their own programming or making referrals to other Grantees who provide such programming (*e.g.* B1 General Home Management and B2 Foreclosure Counseling).
c) If problems arise, it will be the grantee's responsibility to address them quickly as time is of the essence, and to address them as efficiently as possible. Where the District's investment is involved, counseling should include ways to protect the DC investment.
d) When working with clients who have an HPAP deferment period ending, Grantees must provide dedicated counseling services to those borrowers. In particular, grantees will be asked to make an updated assessment of each borrower's financial status regarding the appropriateness of continued deferment.
e) Potential delinquency, or foreclosure prevention, counseling will be provided to any borrower who is experiencing difficulty.
f) If problems continue with these loan clients, this counseling will become a home preservation activity.

A2 8-Hour Homebuyer Education Class (HBE)

This activity is open to applicant organizations which are HUD approved counseling organizations employing one or more Hud certified counselors.

The Department seeks HUD Approved organizations to provide the 8-Hour Homebuyer Class. This is in support of the Department's many programs for which the 8-Hour Homebuyer Class is a requirement, and also for other DC residents who seek to take this class in preparation for homeownership and for their knowledge.

Organizations should take as a serious obligation to conduct this class with knowledge staff (HUD certified counselors). The class is conducted in a traditional in-person setting or in a virtual online setting.

Those who successfully attend and complete the class should be provided with a DHCD certification (in the format approved by the Department) indicating their completion of the class and dated appropriately. Monthly attendance and award of certificates should be reported to the Department monthly. The class should be presented frequently enough to meet programmatic needs of DHCD programs. Class dates should be provided to the Department for inclusion on the DHCD calendar. Presentations should be given by staff, not outside speakers. Grantees are welcome to collaborate in the conduct of these classes.

A3: Intake for DC Homebuyer Programs (HPAP/EAHP/NEAHP)

The Home Purchase Assistance Program (HPAP) is the primary DHCD program for first-time homebuyers. HPAP provides interest-free loans that include closing cost assistance to eligible applicants. Under this program, homebuyers may have the opportunity to purchase houses,

condominiums, or cooperative units in the District. DHCD has additional homeownership programs which are associated with HPAP, and which are targeted to specific populations or geographic areas or may meet specific home buyer needs.

The satellite programs are:

(1) The Employee Assisted Housing Program (EAHP) provides assistance to District of Columbia Government employees, who are first-time homebuyers in the District; and

(2) The Negotiated Employee Assistance Home Purchase Program (NEAHP) provides down payment and closing cost assistance to certain District of Columbia Government employees whose position is covered by specific union collective bargaining agreements.

Wherever the acronym "HPAP" is used, the same applies to the EAHP and NEAHP programs.

Prior to HPAP Application

Clients interested in HPAP assistance who have a pre-approval from a lender, should be assisted with making an application to the HPAP as expeditiously as possible. Those without a pre-approval letter from a lender are required to engage in HUD Housing Counseling (see A1 above) in order that they have the benefit of credit counseling and homeownership preparation. The action plan should include the actionable steps needed to ensure success as a homeowner and to achieve a pre-approval letter from a lender. Once a pre-approval letter has been obtained, the client with the Grantee's assistance should proceed to making their application to HPAP.

Application Process

For grantee organizations, this relationship management function includes working with first-time homebuyers throughout the homeownership application, preparation, purchase, and post-purchase process. Counseling will be focused on low- and moderate-income populations.

Once HUD credit counseling is completed the HPAP process includes:

(Optional) Applicant organizations may conduct pre-purchase seminars which include information and requirements of the HPAP programs. A DHCD Certification should be provided to attendees and recorded with DHCD.

Application Intake includes document collection of those documents needed. These should be collected in person or by means of a secure portal. Email is not considered a secure means for transmission of information which could be used for identity theft or other criminal activity. Drop-off at a staff office to an employee is acceptable.

Once the application package is complete, the organization submits to the appropriate HPAP administrator.

Homebuyer Education (8-hour class) (A DHCD Certification should be provided to 8-hour Homebuyer Education attendees and recorded with DHCD.)

Post-Purchase follow-up (Records of those follow-ups should be maintained by the organization. See Post-purchase in Service A1)

Organizations will be responsible for: (1) the application process, which includes delivery of completed applications to the HPAP Administrators; (2) completion of the application form itself and collection of all required supporting documentation, and (3) maintaining performance and reporting data, and databases as needed by the Department.

A4: Inclusionary Zoning Orientations

Introduction to IZ/ADU Programs:

The District's Inclusionary Zoning (IZ) Program requires a certain percentage of units in a new residential development, or a substantial rehabilitation that expands an existing building, be set aside as affordable units. The goals of this program are to increase the supply of affordable housing for low- and moderate-income households, to support the creation of mixed-income communities, to prevent rising home prices from driving out low- and moderate-income residents, and to leverage the expertise and capacity of the private market to develop affordable housing.

Affordable Dwelling Units (ADUs) are defined as for-sale and for-rent homes that are locally restricted for occupancy by households whose income falls within a certain range and are generally offered at a below-market rate. ADUs are generally produced in exchange for zoning relief, tax incentives, public financing, and/or the right to purchase or lease District-owned land. Specific ADU provisions, such as the affordability period, income limits, and resale restrictions, are set out in deeds, covenants, land disposition agreements, ADU administration plans and other originating documents.

ADU provisions have historically varied from project to project, as each is a result of a unique negotiation or project approval. However, ADU restrictions are becoming more standardized and more similar to standard IZ requirements.

Organization roles and responsibilities:
Provide mandatory IZ Orientation. The department's PowerPoint presentation must be utilized. Presentation and answers to participants' questions must conform to agency guidelines.

DHCD seeks organizations which will provide programmatic rental and homeownership counseling services in support of both of the above programs. Information about these

programs is available through DC Housing Search https://www.dchousingsearch.org , counselors will be required to utilize DC Housing Search, and train potential customers in how to search for affordable housing through DC Housing Search.

Grantees will be required to become familiar with the program requirements and procedures, as required by DHCD. In the last few fiscal years, the IZ program has produced approximately 400 new affordable units each year.

Orientation:
In particular, organizations are required to conduct IZ Orientations to help residents to be familiar with all programmatic requirements for the IZ program.

Organizations must conduct and coordinate this mandatory orientation session in a traditional and virtual classroom settings. They must provide interested applicants/residents with the relevant terms of the program, including next steps and other information as required by DHCD.
DHCD currently provides standard slides and certificate templates to use for this orientation and will provide training to grantees.

Completion of this orientation class is mandatory before an individual may register for the IZ program and individuals must renew registration every two (2) years to remain on the IZ registration list.

The class must be conducted at least monthly beginning within 30 days after the grantee's application is approved. Coordination of this class will include publishing upcoming class dates, accepting reservations via phone, email, or other method, allowing walk-ins if space is available, providing attendees with a certificate of completion (in a format approved by DHCD) upon completion of the class and providing at least monthly attendee data to DHCD. It will also include ensuring that attendees receive all required training materials, and shall be presented by grantee staff, not outside speakers.

Grantees must train program participants in the terms and specifics of the IZ and ADU Programs (training guidance will be provided by DHCD) and provide additional pre and post homebuyer education training.

Grantees must also provide data to DHCD on a regular basis as determined and requested by DHCD, including but not limited to the names and contact details for individuals who have received a DHCD certificate and the number of attendees at IZ orientations.

A5: Income Certifications for the IZ/ADU Units Programs

The agency seeks two organizations to provide income certifications for participants in the Inclusionary Zoning and Affordable Dwelling Units programs. Income certifications are expected to be conducted under a uniform process prescribed by DHCD and following HUD Part 5. DHCD has established requirements for approving Certifying Entities, including

specific IZ and ADU training.

Grantees are expected to become Certifying Entities pursuant to DHCD requirements. Grantee organizations will be required to ensure that program participants understand that income and occupancy restrictions apply to their IZ units and ADUs. Grantees will also be expected to complete income certifications for newly selected households and for renewing tenants. Grantees will be working closely with individuals, property management/leasing staff, sales agents and DHCD. DHCD will provide the necessary forms and procedures, but Grantees will collect the necessary paperwork from individuals and complete the income and household size verification process. Upon successful certifications, Grantees will notify DHCD and the sales/leasing staff.

Such restrictions may include but would not be limited to: (1) the specific affordability period, (2) conditions for, or prohibitions against, subleasing, and (3) resale restrictions. Ongoing outreach and assistance to occupants of IZ units and ADU is required in the areas of programmatic requirements and homeownership counseling.

A6: Income Certification for PADD Applicants

The Property Acquisition and Disposition Division (PADD) encourages vacant and/or abandoned property owners to rehabilitate and/or occupy their properties. PADD acquires vacant, abandoned, and deteriorated properties through negotiated friendly sale, eminent domain, donation, or tax sale foreclosure, when owners are unwilling or unable to maintain their properties. PADD also disposes of properties in inventory by selling them to individuals or developers to be rehabilitated into high-quality affordable and market-rate single-family and/ or multi-family for-sale or rental housing in District neighborhoods.

For DHCD, the activities of this Division create affordable homeownership and rental opportunities for low- and moderate-income households. Grantees must counsel these households as they qualify for and occupy these new homeownership and rental units. DHCD seeks one or more organizations which will provide counseling or training services for affordable units made available through PADD.

Because PADD units are not produced through a traditional homebuyer program, an intensive marketing and outreach effort to our target population will be required of grantees. Counseling services will also involve conducting income certifications and re-certifications for purposes of admission and continuing participation in this program. Income certifications are expected to be conducted under a uniform process prescribed by the Department. For PADD, grantees must ensure that program participants understand that income, or occupancy, restrictions apply to their unit. Such restrictions may include but would not be limited to: (1) the specific affordability period; (2) conditions for, or prohibitions against, subleasing; (3) potential rent increases; and (4) resale restrictions. The specific unit covenant

terms will be communicated to stakeholders by the Department, but grantees must facilitate communication with stakeholders.

A7: Public Services: General Coaching and Information

Public Services may be undertaken by Applicants which have not yet obtained HUD Approval and may not employ a HUD certified housing counselors. (HUD Approved organizations who are applying for A1 or A2 do not need to apply for this service, since they are able to provide these Public Service activities in connection with their other lines of services.

These activities are frequent but not exclusively in a group setting. These may be virtual or in-person, as long as an in-person option is provided. Grantees may utilize Homebuyer Clubs as an effective tool for keeping clients engaged in homebuyer preparation when a long-term period is needed for better positioning to be a first-time buyer.

They may include group trainings on understanding credit and credit reports and involve savings programs.

Public service staff are required to train clients to utilize available tools, such as DC Housing Search https://www.dchousingsearch.org to locate affordable housing for sale and for rent.

CATEGORY B: COUNSELING AND TRAINING FOR HOME PRESERVATION

B8: General Home Management (Post-Purchase Non-Delinquent)

Post-purchase counseling is essential for Homeowners who have purchased their homes, are not delinquent in their mortgage payments and would like to remain successful by creating a realistic financial plan to avoid financial pitfalls and protect and retain their homeownership. Post-purchase counseling is essential to understand local post-purchase behavior, especially low-moderate income homeowners, that can be supported by education and supportive programs to ensure recent homeowners understand what to do in the event of hardships. Organizations that provide post-purchase counseling sessions and education workshops will ensure their topics consist of the following:

1. Prepare a maintenance plan for major household systems and repair strategies.
2. Emergency preparedness plan to assist client in case of disaster.
3. Understand consequences of not paying taxes, HOA payments or community assessments.
4. Explain the benefits of establishing an emergency fund and retirement or tax-incentivized accounts.
5. Provide knowledge of home improvement financing options like HELOCs and give counsel on how to apply for additional financing to renovate property.

6. Access the client's understanding of the process of refinancing the home and incurring more debt.

This counseling activity may include, but not be limited to, appliance warranty disputes, contractor disputes, disputes with mortgagors, will and estate issues, including transfer-on-death deeds, etc. In this service, grantees must serve as advisor-educators and are prohibited from giving legal advice. Grantee activities should focus on low—and moderate-income populations.

B9: Foreclosure Counseling

Homeowners who are delinquent in loan payments (as well as those in danger of delinquency) need to know what options are available to them. Similarly, those in foreclosure need to know their options and resources that may assist them, especially if available legal services are available.

Organizations are required to provide foreclosure prevention counseling that helps homeowners at risk understand the foreclosure process in Washington, DC, determine their legal rights and identify options to avoid foreclosure.
Organizations will assist struggling homeowners with loss mitigation, communicate with mortgage servicers and provide services such as the following:

1. Provide advice and coaching to assist clients with creating a budget based on financial goals. Assess the current financial situation and develop short and long-term strategies to reduce expenses and debt to achieve client goals.
2. Explain loss mitigation. Explain the requirements of a loss mitigation package and evaluate the client's loss mitigation options for FHA and non-FHA loans.
3. Provide examples of mortgage default scams and ways to avoid being a victim.
4. Explain the consequences and costs associated with a foreclosure, short sale, or deed-in-lieu.
5. Explain the foreclosure timeline and devise a plan if the client is unable to stay in the home and assist the client in mortgage default recovery. Demonstrate the impact of a mortgage default.
6. Work with displaced residents seeking referrals for housing.

Grantees work with homeowners who are delinquent in their mortgage payments, or who are in foreclosure, or in post-foreclosure. These counseling services are also offered to owners of multi-family properties, and ownership associations. This counseling serves as a central element of DHCD's overall foreclosure prevention strategy.

It is critical to address the District's foreclosure crisis. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Grantees also work with the Department of Insurance Securities and Banking (DISB) to protect clients against scam operations that prey upon residents who are subject to foreclosure. Grantee organizations extract data for outreach and targeting efforts from the Office of the Recorder of Deeds, which provides a listing of all official foreclosures in the

District on a weekly basis. DHCD seeks one or more organizations that will provide foreclosure counseling services which include, but may not be limited to, all of the above-described foreclosure prevention activities.

For grantees, this counseling function means working with troubled homeowners, utilizing all foreclosure prevention or mitigation tools available, and if necessary, working with customers throughout their foreclosure or post-foreclosure process. Grantees must provide full assistance and advice to troubled homeowners. Grantees will be responsible for: (1) assessing the homeowner's circumstances, (2) educating the homeowner about the full implications of mortgage delinquency and foreclosure (3) exploring and providing options of action for the homeowner (4) providing tools or alternative support that may further assist the homeowner (5) developing and executing a best action plan for either saving the home or undertaking the best course for the homeowner, and (6) tracking the results of their counseling efforts. In addition, grantees will provide ongoing performance and reporting data and databases maintained.

Post-Foreclosure Counseling: It is critical that grantees continue their counseling relationship with customers, even if the home cannot be saved. Grantees must follow up with troubled homeowners for a period of time after any action plan has been executed. If the home has not been saved, counseling should be made available, and if necessary, referral to other needed services. If the home has been saved, counseling follow-up is also necessary to ensure that the ongoing action plan is being properly implemented. If more problems arise, it will be the grantee's responsibility to address them as quickly and as efficiently as possible.

With the passage of the Saving DC Homes from Foreclosure Emergency Amendment Act of 2010, troubled or delinquent District homeowners have the right to engage in mediation prior to foreclosure. As a result, DHCD requires grantees to provide counseling related to this mediation process.

Grantees must be familiar with the Law, its regulations, and the mediation process which has been implemented by the Mediation Administrator at the DC Department of Insurance, Securities, and Banking. Grantees must educate troubled homeowners in the decision factors related to mediation election, and, if necessary, prepare them for mediation. In some cases, counselors may be asked to accompany, or represent, troubled homeowners in the mediation process. Grantees must ensure that all customers who elect mediation complete and submit proper documentation in a timely manner. Grantees must ensure that the best interests of troubled borrowers are protected throughout the mediation process. Finally, DHCD expects grantees to follow-up after the mediation process is complete to ensure that any final mediation agreement is properly implemented.

B10: Eviction Counseling

Applicants who have HUD certified counselors or NeighborWorks America foreclosure certified counselors may offer this service. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Training should also include knowledge of laws and legal procedures governing eviction.

Eviction has long created housing instability for renters, and especially among low- and moderate-income households. For those at the lower end of the economic scale, eviction has caused not only housing instability but also employment insecurity and homelessness. Studies have shown that lack of access to legal representation has resulted in markedly different and detrimental outcomes as compared to renters who have legal representation. After legal representation, the next most effective range of services includes alternative dispute resolution (or mediation), knowledge and guidance in court navigation, and effective management of legal and tenant-landlord documents. In addition to housing instability, eviction also has credit impact for the tenant.

It is critical to provide those in danger of eviction with counseling to make informed decisions. This includes access whenever possible access to legal services. Also, appropriate training includes information about tenants' rights and obligations, the credit impact of eviction, use of payment plan agreements, understanding of court processes and procedures, and access to alternatives to court procedures. When tenancy is lost, counseling for housing alternatives is needed and a path forward to credit repair.

B11: Single-Family Residential Rehabilitation Program

The Single-Family Residential Rehabilitation Program (SFRRP) administers grants to District homeowners for roof repairs and for modifications to eliminate barriers to accessibility for persons with mobility or other physical impairments. Projects approved for SFRRP require a covenant on the property to protect the District's funding of the project.
DHCD seeks one or more organizations which will provide application intake services to SFRRP applicants throughout the grant process.

> **Mandatory Counselor Intake Training:** Grantees for this line of service are required to attend training with the SFRRP team in September to be introduced to updated aspects of the SFRRP for FY25. It is critical that the grantee have a solid understanding of the updated program and the requirements for applications. Therefore, the September training is mandatory for SFRRP intake counselors.
>
> **Application Period:** Applications for SFRRP will only be taken between October 1, 2024, and December 31, 2024. To be considered applications during this period must be complete. Lack of required documentation or information will not "hold a place" in the program if not provided before the December 31, 2024. The Department at its sole discretion reserves the right to close the program prior to the deadline if funding is depleted or no longer available.

Information Session for Applicants: The Department will provide Grantees with a PowerPoint presentation outlining the program and its requirements. Intake counselors are required to use this presentation with all potential applicants either in a group sessions (such as an Orientation) or in a one-on-one session with the potential applicant.

Grantee's and Counselor's Responsibilities: (1) use the Department PowerPoint presentation to present the program to potential applicants, answering questions from residents interested in the program; (2) complete the application document and collection of **all required** supporting documentation *(incomplete applications will not be accepted)*; (3) post-application and post-grant support; and (4) providing performance and reporting data as required.

45 Day Period: It is critical that no application be uploaded in the SFRRP portal unless it is complete with all required documents and intake form completed. If an incomplete application is uploaded in the portal, the SFRRP staff will notify the counselor and the applicant that the application cannot be accepted. The notification state that what is complete and state the **applicant has 45 days** to provide the requested information including documents. After 45 days if the application remains incomplete, the application will be closed as incomplete for funding.

Application Portal: Counselors will need to provide their name and contact information (e.g. email) when uploading in case SFRRP program staff need to follow up.

Legal Citations Governing Program Area for Category B:

Applicants to provide any service in Category B should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

- Lead Safe Washington 24 CFR, Part 35, 24 CFR, Part 85.37, Section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992
- Single Family Rehabilitation 14 DCMR, Chapter 28 First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
- Saving DC Homes from Foreclosure Emergency Amendment Act of 2010 (DC Act 18-635; 57 DCR 12404)

B12: Legal Services for Homeowners and/or Coop & Condo Associations

The Department seeks organizations to provide legal services to provide one or both of the services noted below. Grantees will conduct outreach to low- and moderate-income populations in need of these services.

- Legal Services to Seniors
  Seniors who are homeowners can be assisted by the Applicant to have legal services to assist Seniors to avoid housing instability or the loss of ownership of their home. In addition to their own attorney staff, Applicants may seek *pro bono* services from other members of the Bar.

- Legal Services to Coop-Condo Associations
  Legal services may be provided to Cooperatives and/or Condominiums ("Associations") to ensure housing stability. If Associations have problems in areas of legal entity status, required legal or financial filings, compliance issues, risk management concerns, board and member training, best legal practices, and collection of association fees (to name of few), such issues may threaten the member's housing stability, and the owners' (or members') investment in their properties. Selected applicants will provide legal services to Associations in low- and moderate-income census blocks to mitigate these concerns, to preserve housing stability of owners and to ensure well-functioning Associations and Boards.

B13: Technical Assistance for Coop and Condo Associations

The Department seeks one or more organizations to provide technical assistance to Associations. The situation many Associations may face is a need for training in best practices of Association management. Training in best practices and frequently encountered problem situations may be offered by the grantee not only to the Association Board but also to the owners in the Association. Association boards and their member owners frequently face issues of association fees not being paid, lack of income to fund reserves, special projects that would require a special assessment, and decisions of taking court action or being the defendant in a court action. These are just a few of the legal issues which may arise for the Association, in addition to the more routine matters of by-laws and required legal documents for the operation of the Association.

B14: Technical Assistance for Landlords of Small Rental Properties

Landlords of small rental properties face enormous challenges. They frequently lack the staff and the resources of large multi-family properties to deal with the many details of operations and asset management. Small unit properties cannot readily absorb mistakes or challenges.

In a ten-unit property, one vacancy is a 10% vacancy rate, while one unit in a 100-unit property is 1% vacancy rate. Yet, small unit properties are often the affordable renter properties. To preserve this housing stock as an affordable option, DHCD seeks grantees to provide Technical Support to Owners of Small Unit Properties (of 30 units or less).

Services can be provided through group training as well as through one-on-one counseling. Like many small business owners, owners can often benefit from a better understanding of accounting practices and financial statements (balance sheet, income statement, cash flow report). Knowledge of financing options is another common to many business owners. Topics such as these are particularly suitable to the needs of owners.

1. **Property Management Software**: Landlords often need help selecting and implementing property management software to track rent payments, maintenance requests, tenant information, and other critical operational data.

2. **Legal Compliance**: Guidance on navigating complex local, state, and federal housing laws and regulations related to fair housing, security deposits, evictions, and other landlord-tenant issues.

3. **Financial Management**: Guidance with accounting, tax preparation, and financial planning specific to rental property ownership and operations.

4. **Maintenance and Repairs**: Access to vetted contractors, tradespeople, and service providers to handle property maintenance, repairs, and upgrades in a timely and cost-effective manner.

5. **Tenant Screening and Selection**: Guidance and best practices with tenant screening processes, background checks, and selecting responsible renters to minimize vacancies and evictions.

6. **Marketing and Leasing**: Help with listing vacant units, advertising, showing properties, and executing leases to keep units occupied.

7. **Emergency Response**: Guidance on developing emergency plans and protocols to address unexpected events like natural disasters, property damage, or tenant issues.

8. **Asset Management Issues**: The ratios and metrics of asset management for multi-family properties provide a helpful guide to best practices. For example: Many landlords are unaware of the effect that certain metrics have in their properties. Slow "Make-Ready" times, refers to the length of time it takes to prepare an apartment to be shown to prospective tenants. Similarly, "turn time" refers to the times it takes to find a renter and receive the first month's rent. Slow turn times are also a drain on resources. When there are slow "make ready" and slow "turn times" the combined effect can be detrimental for the property's future. High turn-over rates among renters is another draw on the income. Other issues and topics include: What to do when you have a tenant who is not paying rent? What are the alternatives to eviction? How do the Court work? Are there pre-eviction resources? What legal services are available to the owner?

CATEGORY C: TENANTS AND TENANT GROUPS: SERVICES RELATIVE TO Tenants Opportunity to Purchase Act, Rental Conversion and Sale Division, and Rental Accommodations Division

The DC Tenants Opportunity to Purchase Act (TOPA) seeks to protect tenants and tenant groups from displacement due to sale of the property. The law allows tenants to purchase their apartment building. Tenants have the choice of maintaining the apartments for rent or converting to cooperatives or condominiums. DHCD seeks to preserve affordable housing in the District and limit displacement of low- and moderate-income households. For groups that choose coop or condo conversion, this provides a path to homeownership.

DHCD provides both financial assistance and technical assistance, as well as specialized organizational and development services, for tenant groups who are pursuing the purchase of their apartment buildings. Through DHCD's Development Finance Division, organized tenant associations may be provided with seed money, earnest money deposits, and acquisition and/or rehabilitation assistance. After acquisition and rehabilitation, DHCD also provides ongoing Board training and property management support to the newly formed cooperative or condominium Boards.

C15: TOPA: Pre-purchase Training

DHCD seeks one or more organizations which will provide pre-acquisition organizational and developmental counseling and training to tenant groups or tenant associations in support of their intent to purchase their building. These tenant groups must be preliminarily qualified as eligible for DHCD's Tenant Purchase Technical Assistance program. Grantees must provide the following services to tenant groups:

a) establishment of a tenant association.
b) selection and appropriate training of Board members.
c) training of captains (court, building and floor).
d) training in roles and functions of committee members; (5) training tenant groups in detail about the building purchase process.
e) training tenant associations in property management techniques.
f) provide training to the tenant association on each type of ownership; and conducting surveys of tenant associations to determine the appropriate form of ownership for their building (cooperative or condominium).

It is critical that Grantees in this service maintain an outreach to educate and inform low- and moderate-income tenants about their rights and opportunities provided by TOPA. Grantees are encouraged to make this a central aspects of their marketing plan, and to create

opportunities as well as avail themselves of opportunities to participate in educational outlets to reach tenants. Collaboration with other Grantees in this or similar service lines is encouraged. Grantees should participate in DHCD when and as those opportunities for outreach are available.

While training the tenant association, the grantee must be able to prepare and submit appropriate documentation required in the purchase process, including but not limited to tenant profiles and feasibility analyses, response to Notice of Sale of Building, preliminary development, acquisition, and rehabilitation plans, and operational plans.

The grantees must have skill and experience in negotiating the lease or purchase of the building. In addition, grantees must assist tenant groups in procurement related to the development, purchase, and rehabilitation process, including but not limited to attorneys, architects, engineers, financial and developmental consultants, private developers, appraisers, and property managers.

C16: TOPA: Post-Purchase Training

DHCD seeks one or more organizations which will provide ongoing post-acquisition counseling services which include property management and Board training for properties which have been purchased and/or rehabilitated with financial assistance from the DHCD Development Finance Division's First Right Purchase program. Generally, these are multi-family properties that have been purchased through limited equity cooperative agreements or condominium purchases. Therefore, non-profit Board training and development skill and/or experience, as well as multi-family property management skills are critical to providing effective counseling services. Services to be provided under this activity may include, but are not limited to:

a) establishing standards of evaluation for each participant's financial status and leadership capacity.
b) conducting annual management reviews of all Boards, oversee election and
c) training of new Board members.
d) assisting in the establishment of appropriate arrangements with required service providers such as exterminators, garbage collectors, landscapers, etc.
e) assisting in capital management planning and a stabilization plan for rehabilitation and/or refinancing.
f) tracking property vacancies and reviewing new applications for membership.
g) establishing and reviewing membership guidelines.
h) technical assistance in accounting, budgeting, and the preparation of financial statements for long-term financial viability.
i) providing Board of Directors with training as appropriate; and

j) other required management and support duties. Grantees will assist the condominium or cooperative in developing a budget for the overall management and carrying costs of the property.

Grantees will assist the Board and membership in all aspects of management, such as completion of the audit, Fair Housing issues, required individual, property, and Board insurance, taxes, the role of Board officers, evaluation of monthly financial performance, training on lender compliance, i.e. loan payments, income requirements. DHCD will likely negotiate assignment of specific properties to grantees for this service.

Legal Citations Governing Program Area in Category C:

Applicants to provide any service in Category C should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
Tenant Purchase Technical Assistance Program DC Code 42-3404.02
Rental Housing Conversion and Sale Act of 1980, as amended (DC Code 42-3401.01 et. seq.) (Also known as the Tenant Opportunity to Purchase Act or "TOPA")

C17: Services for Tenants and Tenant Organizations
(in partnership with Housing Regulation Administration, Rental Accommodation Division, Rental Conversion and Sale Division).

Activities under this service will supplement and enhance the services provided by DHCD's Housing Regulation Administration (HRA), which includes the Rental Accommodations Division (RAD) and the Rental Conversion and Sale Division (CASD).

RAD administers the Rental Housing Act of 1985 (D.C. Official Code § 42-3501.01 et seq.) which regulates residential rental housing registration and the rent stabilization program (commonly known as rent control). RAD oversees rent adjustment procedures, processes notices to vacate, reviews tenant petitions prior to adjudication by the Office of Administrative Hearings and adjudicates most types of landlord petitions. RAD also proposes rules and regulations for administration of the Rental Housing Act for review and publication by the Rental Housing Commission.

CASD administers the Rental Housing Conversion and Sale Act of 1980 (D.C. Official Code § 42- 3401.01 et seq.) which regulates the sale or transfer of ownership interests under the

Tenant Opportunity to Purchase Act of 1980 (TOPA) (D.C. Official Code § 42-3401.01 et seq.), the conversion of use of rental housing to condominium or cooperative ownership and residential condominium formation and registration under the Condominium Act of 1976 (D.C. Official Code § 42-1901.01 et seq.). Further, CASD administers a Housing Assistance Payment program (HAP), under which tenants may be eligible for rent assistance if they are displaced due to the conversion of use of their apartment building to condominium or cooperative ownership.

CASD also proposes rules and regulations for administration of the Rental Housing Conversion and Sale Act of 1980.

DHCD seeks one or more organizations which will support RAD and CASD operations by providing counseling and tenant education services to tenants and tenant groups. Grantees must provide counseling and training assistance to tenants and tenant organizations regarding the District's rental housing laws and tenant and landlord rights and responsibilities.

For CASD, grantee organizations must provide counseling and training concerning: (1) tenants' TOPA rights when a landlord intends to sell, demolish, or discontinue rental housing use; (2) transfers of rental housing ownership or economic interests; (3) assisting tenants or tenant organizations in exercising their right to purchase; (4) informing tenants or tenant organizations relating to partner-investors and assigning TOPA rights; (5) conversion of use from rental housing to condominium or cooperative ownership by tenant elections, or conversion in lieu of tenant elections; (6) the Housing Assistance Payment program and relocation assistance; (7) tenant organization formation, incorporation, and registration; (8) protections for elderly or disabled tenants; (9) coercive or retaliatory activities; (10) tenant rights when rental housing is in foreclosure; (11) notices of intent to convert use from rental housing to condominium or cooperative ownership; and (12) relocation counseling for displaced tenants.

For RAD, service providers must demonstrate the ability to counsel and train tenants and tenant organizations on rent control provisions including properties that are regulated by or exempted/excluded from rent stabilization under the Rental Housing Act:

1) petition- based and annual rent increases.
2) executing and filing tenant petitions.
3) responding to landlord petitions.
4) protections for elderly and disabled tenants.
5) RAD's conciliation services.
6) notices to vacate and eviction procedures.
7) disclosures to tenants.
8) changes and decreases in services and facilities.

9) learning about and securing enforcement of housing condition regulations.
10) security deposits.
11) understanding lease provisions.
12) rent increases if a property is not under rent control.
13) appealing decisions of the Rent Administrator or the Office of Administrative Hearings; and
14) relocation counseling for displaced tenants. Note: Advocacy on behalf of tenant groups, or tenant rights assignees– including, but not limited to, legal advice or advocacy on tenants or tenant organizations' behalf in negotiations with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators, and not as advocacy groups. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns, or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a grantee is to ensure that tenants understand all available options.

Direct Counseling to Tenants and Tenant Groups: tenant counseling services will be designed to educate tenants in privately-owned properties about their legal rights and opportunities. This service is to be provided to tenants and tenant groups which are not subject to foreclosure and have not selected to exercise their Opportunity to Purchase Rights and/or Right of First Refusal under TOPA. It also includes providing other services and tenant education, which may not fall into the categories of services outlined above, such as eviction counseling, relocation counseling, apartment search, or apartment management.

DHCD seeks one or more organizations with the capacity to bring a range of resources to prevent involuntary displacement and to provide opportunities for continued affordable rental housing. Grantees must provide counseling services to tenants and tenant groups which include, but are not limited to: (1) outreach to tenant groups upon notice of one-year potential for subsidy expiration; (2) technical assistance in negotiations between owners and HUD relative to the renewal of federal subsidy contracts; (3) counseling for tenants in buildings where the subsidy will be lost and the tenant(s) must move; (4) counseling for tenants who are behind in their rent on best-action options; and (5) appropriately referring tenants who are in landlord/tenant disputes to all available resources. Grantees must also conduct research using the many databases and research tools available to identify properties that have a critical need for counseling assistance, including but not limited to DCHousingsearch.org. Note: Advocacy on behalf of tenant groups or tenants' rights assignee –including, but not limited to, legal advice or advocacy on tenants or tenant organizations behalf in negotiations

with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators and not as tenant advocates. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a prospective grantee is to ensure that tenants understand all available options.

Additional Legal Citations Governing Programs in Category C.

Applicants to provide any service in this Category and should review in detail the legal citations governing DHCD's rental accommodation functions:
(1) the Rental Housing Act of 1985, D.C. Official Code § 42-3501 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapters 38-44.
(2) the Rental Housing Conversion and Sale Act of 1980, D.C. Official Code § 42-3401 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapter 47.
(3) the Condominium Act of 1976, D.C.

Official Code § 42-1901 et seq.; (4) D.C. Official Code § 42-1901 et seq.; (5) the First Right to Purchase Program, title 14 of the District of Columbia Municipal Regulation, chapter 2700; and (6) Housing Conditions, Title 14 of the District of Columbia Municipal Regulations, Chapters 1-15. Submission of an application relevant to these services presumes that the applicant intends to meet all requirements to provide counseling to tenants and tenant groups pursuant to these above referenced citations.

3.3 Geographic Distribution of Services

The Department's decision to select one or more grantees to provide services will be influenced by the potential geographical distribution of service among the qualified applications received. Applicants can designate their proposed service areas in the District based on their by-laws, Board policies, etc. However, the Department reserves the right to designate any service areas it deems appropriate or necessary in making awards and negotiating grant terms. In reviewing the applicant pool, the Department's priority will be to ensure that excellent affordable housing counseling and training services are provided to all low- and moderate-income citizens of the District of Columbia. The Department will seek to bring parity in the quality of all housing services provided for all areas of the District through the award and ongoing management of these grants.

3.4 Marketing and Outreach

Marketing Plan to be submitted: Marketing and outreach are critical aspects of the grant's work. Grantees' efforts ensure these programs and services' success and desired impact. No Grantee or service is exempt from this requirement. Applicants must submit a detailed marketing and outreach plan for the services they are applying for. The plan should be detailed and not assume an understanding that has not been stated. Marketing should be included in the proposed budget and work plan.

DHCD will review and approve the marketing plan. In accordance with agency policy, marketing activities should highlight partnerships with and funding by DHCD.

Aspects of Marketing and Outreach to be considered:

- Continuous and consistent marketing and outreach are essential to achieving these services' objectives and maximizing public awareness of DHCD housing programs.
- Because of DHCD's diverse target population, grantees must utilize various marketing tools.
- Grantees are responsible for distributing DHCD program materials at community forums, public events, homeownership meetings, and fairs. Marketing and outreach may include but are not limited to, websites, email blasts, blogs, listservs, Twitter, Facebook, YouTube, Hope Hotline, flyers, door-to-door visits, community meetings, use of cable television (Channel 16), and public service announcements.

Coordinated with the Department: The grantee's marketing and outreach must be coordinated with DHCD. Grantees are expected to continually assess the success and impact of their marketing efforts to identify the most effective and efficient ways of reaching low– and moderate-income populations.

Participation in Department Marketing Activities: As required by DHCD, Grantees must participate in public activities and events related to housing opportunities. These may include but are not limited to tabling at events, participating in panel discussions, and providing speakers to groups, agencies, or organizations that request them.

DHCD Acknowledgement: Grantees must always acknowledge such housing assistance activities as Department of Housing and Community Development programs in any distributed print or electronic materials. DHCD must approve all such materials before distribution.

Use of DHCD Logo: All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or entirely, by the Department.

1. The written or printed materials must include the authorized DHCD logo.
2. Written or printed materials include, but are not limited to, newspaper, radio, and television announcements or advertisements. Websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.

4. The grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to the Grantee.
5. The grantee must provide copies of all marketing materials, brochures, flyers, and other materials that publicize grant-funded activities to the Grantor via email at dhcd.occo@dc.gov
6. The grantee shall publicize as appropriate to its constituency through social media, print, and online postings, DHCD communications, and events related to Grant-supported activities.

Diversity and Language Access in Marketing: Grantees must demonstrate the capability to effectively serve and communicate with the District's various non-English speaking and special needs populations. This means that marketing and outreach materials must be made available in multiple languages and media based on the needs of those populations. The grantee must demonstrate its intent and capability to comply with the District's Language Access Law. In addition, grantees must demonstrate the availability of appropriate staffing to ensure compliance with the District's Language Access Law.

3.5 Focus Areas and Neighborhood Revitalization Strategy Areas (NRSA)

DHCD has identified specific areas of the District as "Focus Areas." These Areas represent areas where the District has invested in funding to create and preserve affordable housing. Focus Areas follow main routes through the District and their associated neighborhoods. In many cases, business owners are centered on these major routes, while resident services will be seen as more appropriate for those in the communities. Applicants must ensure services are delivered to low- and moderate-income households or areas as part of their program (Housing Services, Small Business Technical Assistance, Façade Improvement). This is a CDBG requirement.

- For Housing Counseling applicants, these Focus Areas should be used to plan outreach activities to inform residents of their services.
- For SBTA and Façade grantees, the Focus Areas define the geographical areas of the District in which they will provide services. In this latter case, the Focus Areas define not only their outreach area but also their service area.

NRSAs Targeting East of the River

The Department obtained the HUD designation for the Neighborhood Revitalization Strategy Area (NRSA) for the Focus Areas in Wards 7 and 8. DHCD has designated areas of Historic Anacostia in the city's Southeast and Far Northeast communities as Neighborhood Revitalization Strategy Areas (NRSAs). This designation will allow the city to target Community Development Block Grant (CDBG) funding that supports economic and community revitalization efforts. These include Martin Luther King Jr Avenue, Marion Barry Avenue, Minnesota Avenue, and Benning Road. However, all areas of Ward 7 and Ward 8 remain the focus of the grantee's work and outreach.

For communities outside of the NRSA areas, DHCD has designated Focus Areas throughout the District. Applicants are encouraged to partner with other community-based organizations. This collaboration can include cross-disciplinary collaboration. For example, a Façade grantee may partner with an SBTA grantee to provide business owners various services encompassing both disciplines. Housing service grantees may partner to promote or provide services one grantee offers, but another may not. The key to collaboration is an outlook of being partners, not competitors.

The following is a list of the Focus Areas and some of their associated neighborhoods. The outreach plans can include other nearby neighborhoods, mindful of the low-income requirements. Each applicant is asked to select one or more Focus Areas for their application. Please note that this is a minimum, and applicants may choose more than three. Applicants will be asked to provide reporting on outreach activities.

The following is a list of the Focus Areas outreach plans, mindful of the low and income requirements.

Focus Areas/Neighborhoods

- **16th St NW Corridor** near the intersection with Havard St NW (Columbia Heights) in Ward 1
- **Georgia Ave and New Hampshire Ave NW Corridor** (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- **Rhode Island Ave and South Dakota Ave NE Corridor** (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 4 and Ward 5
- **M Street and South Capitol Streets SW Corridor** (Greenleaf and Waterfront) in Ward 6
- **Benning Road and Florida Ave NE Corridor** (NoMa/Ivy City/Trinidad) in Ward 5 and Ward 6
- **Minnesota Ave and Benning Rd NE Corridor** (Benning, Greenway) in Ward 7
- **Pennsylvania Ave and Minnesota Aves SE Corridor** (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- **East Capitol and Benning Rd Corridor** (Capitol View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- **Marion Barry Ave and Martin Luther King Aves SE Corridor** (Historic Anacostia, Fairlawn, Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- **Marion Barry Ave and Alabama Aves Corridor** (Skyland, Woodland, Garfield Heights) in Ward 8
- **Martin Luther King Ave and Alabama Ave Corridor** (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- **South Capital St and Chesapeake St SE Corridor** (Bellevue, Washington Highlands) in Ward 8

FY25 Housing Counseling Services Workplan

Organization Name:
Grant Number:

Performance Period: 2/1/2025 to 01/31/2025

HA Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	HUDA Ward 7 & 8 MI Services	Total
A1	HUD Housing Counseling	10	Number of First Time Homebuyers Purchasing Homes	Public Service or NRSA	$48,000.00	$140,784.44	$0.00	$188,784.44
A1		500	Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		700	Number of 1:1 Counseling Sessions (Budget & Credit)					
A1		300	Number of unduplicated households					
A1		400	Number of 1:1 Homebuyer Counseling Sessions					
A1		200	Number of unduplicated households					
A2	8-Hour Homebuyer Class	8	Number of 8-hour Homebuyer Educations Classes	Public Service or NRSA	$45,000.00	$0.00	$0.00	$45,000.00
A2		250	Number of Attendees of 8-hour Homebuyer Classes					
A2		250	Number of DHCD Certificates issued					
A3	HPAP (EAHP/HELAHP) (NPS ONLY)	60	Number of HPAP Pre Purchase Orientations conducted	Non-Public Service or NRSA	$56,000.00	$115,000.00	$0.00	$171,000.00
A3		500	Number of Attendees at HPAP Orientations					
A3		50	Number of Files submitted to HPAP Administrators					
A3		150	Number of 1:1 HPAP Counseling Sessions					
A3		50	Number of unduplicated households					
A4	IZ/ADU Orientations	40	Number of IZ Orientations Conducted	Public Service or NRSA	$60,810.56	$0.00	$0.00	$60,810.56
A4		800	Number of Attendees at IZ Orientations					
A4		800	Number of DHCD Certificates issued					
A5	IZ/ADU Income Certifications	600	Number of IZ/ADU Income Certifications completed	Public Service or NRSA	$415,000.00	$0.00	$0.00	$415,000.00
A6	PADD	6	Number of PADD group training/coaching	Public Service or NRSA	$29,000.00	$0.00	$0.00	$29,000.00
A6		85	Number of Attendees at PADD group training					
A6		0	Number of 1:1 PADD sessions (if applicable)					
A6		5	Number of unduplicated households receiving 1:1 PADD sessions					
A6		5	Number of PADD Income Certifications					
A7	General Housing Services & Information (Group Training)	8	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)	Public Service or NRSA	$24,000.00	$0.00	$65,000.00	$89,000.00
A7		70	Number of Attendees at Financial Literacy Trainings					
A7		0	Number of Homebuyer Clubs Meetings					
A7		0	Total of Attendees at Homebuyer Club Meetings					
A7		0	Number of group trainings or workshops not reported in other categories					
A7		0	Number of Attendees at group trainings or workshops not reported in other categories					
B10	Eviction Counseling	15	Number of Eviction workshops	Public Service or NRSA	$46,000.00	$59,405.00	$70,000.00	$175,405.00
B10		200	Number of Attendees at Eviction workshops					
B10		270	1:1 Eviction Counseling					
B10		90	Unduplicated households 1:1 Eviction Counseling					
B10		40	Number referred to Attorney(s) for Legal Services					
B10		0	Number of 1:1 Attorney Consultations (Law Firm Subrecipients Only)					
B10		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecipients Only)					
B10		50	Number Evictions Prevented					
B11	SFRR	8	Number of SFRAP Orientations conducted (required)	Public Service or NRSA	$25,000.00		$15,000.00	$40,000.00
B11		12	Number of 1:1 Intake sessions					
B11		12	Number of unduplicated households					
B11		6	Number of complete applications submitted in SFRAP Portal					
B12	Legal Services for Seniors, Coops and Condos (Law Firm Subrecipients Only)	0	Senior households receiving legal services	Public Service or NRSA				$0.00
B12		0	Coop Associations receiving legal services					
B12		0	Condo Associations receiving legal services					
B12		0	Number of Pro Bono Legal Services Recruited and Retained					
B12		0	Number of Trainings for Law Firms (Trainings)					
B12		0	Number of Attendees at Trainings for Law Firms (Attendees)					
B12		0	Number of new partnerships initiated					
B12		0	Total Number of Trainings to and work with Pro Bono Provided					
B12		0	Number of outreach presentations conducted					
B12		0	Number of outreach activities conducted					
B12		0	Number of Senior Households that received Legal Counsel or Consultation					
B12		0	Number of Senior Households that received Legal Representation					
B12		0	# of clients helped with Schedule H					
B12		0	# of clients helped with life planning docs					
B12		0	# pro bono attorneys engaged in housing-related matters					
B12		0	# veterans receiving legal counsel/advice					
B13	Technical Assistance for Co-Ops and Condo Associations	10	Number of Co-Op Associations receiving Technical Assistance					
B13	Coops	6	Number of Action Plans written for Co-Op Associations					
B13	Coops	0	Number of Successful Outcomes for Co-Op Associations					

B13	Coops	8	Number of Asset Management Improvement Services Provided for Co-Op	Public Service or NRSA	$25,000.00		$45,000.00	$70,000.00
B13	Coops	0	Number of Asset Management Tactical Support Services Provided to Co-Op					
B13	Coops	10	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Legal Assistant Services provided to Distressed Co-Op Associations					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	10	Number of Organization Sustainability Tactical Support Services Provided to Co-Ops					
B13	Coops	5	Number of Ownership Education Sessions provided to different ownership models including shared equity					
B13	Coops	0	Number of Relocation Plans completed and accepted for Co-Ops					
B13	Coops	6	Numbers of Trainings on Board Operations Governance & Management to Co-ops					
B13	Coops	20	Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management					
B13	Coops	0	Number of written Asset Management & Sustainability Plans for Co-Ops					
B13	Condos	10	Number of Condo Associations receiving Technical Assistance					
B13	Condos	6	Number of Action Plans written for Condo Associations					
B13	Condos	10	Number of Successful Outcomes for Condo Associations					
B13	Condos	6	Number of Asset Management Improvement Services Provided for Condo					
B13	Condos	0	Number of Annual Survey of Clients (prospective) to gauge success and appropriate methodologies completed for Condo					
B13	Condos	10	Number of Asset Management Tactical Support Services Provided to Condo					
B13	Condos	0	Number of Legal Assistant Services provided to Distressed Condo Associations					
B13	Condos	0	Number of Consultative Services Provided to Condo Associations and Clients					
B13	Condos	10	Number of Organization Sustainability Tactical Support Services Provided to Condo Associations					
B13	Condos	5	Number of Relocation Plans completed and accepted for Condo Associations					
B13	Condos	0	Numbers of Trainings on Board Operations Governance & Management to condo associations					
B13	Condos	10	Number of written Asset Management & Sustainability Plans for Condo Associations					
B13	Coops and Condos	6	Number of Annual Survey of Clients (prospective) to gauge success and appropriate methodologies completed					
B13	Coops and Condos	0	Number of Agreements (Coops and Condos) retained to private/ nonprofit Law Firm					
B13	Coops and Condos	0	Numbers of Trainings on Development including Relocation and Construction Management					
B14	Technical Assistance for Small Apartment Owners (25 units and less)	0	Number of Inquiries Received	Public Service or NRSA				$0.00
B14		0	Number of Owners/Managers receiving Services					
B14		0	Number of Action Plans Written					
B14		0	Number of Action Plans Implemented/Completed					
B14		0	Number of Owners/Managers needing Asset Management Guidance					
B8	General Home Management (Post Purchase Non-Delinquent)	0	Number of Homeownership Preservation Workshops	Public Service or NRSA	$22,000.00		$28,000.00	$50,000.00
B8		0	Number of Attendees at Homeownership Preservation Workshops					
B8		0	Number of Post-Purchase Workshops (not including Homeownership Preservation)					
B8		0	Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation					
B8		40	Number of 1:1 Post-Purchase Counseling Sessions					
B8		10	Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions					
B9	Foreclosure Counseling	4	Number of Foreclosure Workshops	Public Service or NRSA	$12,000.00			$12,000.00
B9		6	Number of Attendees at Foreclosure Workshops					
B9		1700	Number of 1:1 Foreclosure Counseling Sessions					
B9		400	Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions					
B9		0	Number of 1:1 Attorney Consultations (Law Firm Subrecipients Only)					
B9		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecipients Only)					
B9		50	Number referred to Attorney(s) for Legal Services					
B9		300	Number of Foreclosures Prevented					
C15	TOPA Pre-Purchase Counseling & Training	160	Number of TOPA Meetings with Tenant Association	Public Service or NRSA	$105,000.00		$267,000.00	$372,000.00
C15		1700	Number of Attendees at TOPA Meetings					
C15		40	Number of TOPA Training Workshops to Tenants					
C15		200	Number of Attendees at TOPA Training Workshops					
C16	TOPA Post-Purchase Counseling & Training	25	Number of TOPA Post Purchase Training Workshops	Public Service or NRSA	$30,000.00		$65,000.00	$95,000.00
C16		300	Number of Attendees at TOPA Post Purchase Workshops					
C16		250	Number of unduplicated households					
C16		0	Number of one on one counseling sessions					
C16		0	Number of group training/coaching					
C17	Tenant Counseling for HPA - Rental Accomodation Division	0	Number of unduplicated households	Public Service or NRSA	$50,000.00		$80,000.00	$130,000.00
C17		0	Number of one on one counseling sessions					
C17		50	Number of group training/coaching					
C17		400	Number of Attendees at group training/coaching					
Marketing	MARKETING AND OUTREACH	12	Housing Fairs	Public Service or NRSA	$20,000.00		$35,000.00	$54,000.00
Marketing		10	Other Tabling Events					
Marketing		10000	Flyers Distributed					
Marketing		700	Social Media Posts (Facebook, LinkedIn, Instagram)					
Marketing		250000	Mailings					
Marketing		0	Paid Advertising (display ads in print)					
Marketing		1	Other					

Marketing			Other					
	TOTALS	272543			$1,624,516.55	$213,189.44	$679,608.60	$2,015,890.59

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit B Budget

- Schedules A (3-1) and A (3-2) for the First Performance Period

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	3/1/2025 - 9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	COMMUNITY BASED
WARD (if applicable):	
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$ 1,683,989.00	$ -	$ 1,683,989.00
Consultants	$ 10,000.00	$ -	$ 10,000.00
Space	$ 117,880.00	$ -	$ 117,880.00
Utilities	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Consumables	$ -	$ -	$ -
Marketing & Outreach	$ -	$ -	$ -
Training	$ 1,500.00	$ -	$ 1,500.00
IT Services & Support	$ -	$ -	$ -
Travel	$ 1,500.00	$ -	$ 1,500.00
Equipment	$ -	$ -	$ -
	$ -	$ -	$ -
Total Direct Cost	$ 1,814,869.00	$ -	$ 1,814,869.00
Total Indirect Costs (De Minimis Cost Rate 10%)	$ 195,131.00	$ -	$ 195,131.00
Total Costs	$ 2,010,000.00	$ -	$ 2,010,000.00

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM
Budget Form A (3-2): Personnel Information

Rev. 08/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	3/1/2025 - 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
Personnel Subtotals		$ 3,384,000.00				$ 1,403,324.00

Fringe Benefits (Max 20%)	$ 280,665.00
Total NBAP Grant Personnel Costs	$ 1,683,989.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	3/1/2025 - 9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	PUBLIC SERVICES
WARD (if applicable):	
c	Housing Counseling

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$ 853,254.00	$ -	$ 853,254.00
Consultants	$ 10,000.00	$ -	$ 10,000.00
Space	$ 59,728.00	$ -	$ 59,728.00
Utilities	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Consumables	$ -	$ -	$ -
Marketing & Outreach	$ -	$ -	$ -
Training	$ 1,500.00	$ -	$ 1,500.00
IT Services & Support	$ -	$ -	$ -
Travel	$ 1,500.00	$ -	$ 1,500.00
Equipment	$ -	$ -	$ -
	$ -	$ -	$ -
Total Direct Cost	$ 925,982.00	$ -	$ 925,982.00
Total Indirect Costs (De Minimis Cost Rate 10%)	$ 98,828.56	$ -	$ 98,828.56
Total Costs	$ 1,024,810.56	$ -	$ 1,024,810.56

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	3/1/2025 - 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
Personnel Subtotals		$ 3,384,000.00				$ 711,045.00

Fringe Benefits (Max 20%)	$ 142,209.00
Total NBAP Grant Personnel Costs	$ 853,254.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	3/1/2025 - 9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (If applicable):	NON PUBLIC SERVICES
WARD (if applicable):	
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$ 266,011.00	$ -	$ 266,011.00
Consultants	$ -	$ -	$ -
Space	$ 18,621.00	$ -	$ 18,621.00
Utilities	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Consumables	$ -	$ -	$ -
Marketing & Outreach	$ -	$ -	$ -
Training	$ -	$ -	$ -
IT Services & Support	$ -	$ -	$ -
Travel	$ -	$ -	$ -
Equipment	$ -	$ -	$ -
	$ -	$ -	$ -
Total Direct Cost	$ 284,632.00	$ -	$ 284,632.00
Total Indirect Costs (De Minimis Cost Rate 10%)	$ 30,557.00	$ -	$ 30,557.00
Total Costs	$ 315,189.00	$ -	$ 315,189.00

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/16/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	3/1/2025 - 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
Personnel Subtotals		$ 3,384,000.00				$ 221,676.00

Fringe Benefits (Max 20%)	$ 44,335.00
Total NBAP Grant Personnel Costs	$ 266,011.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	3/1/2025 - 9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	NRSA WARD 7-8
WARD (if applicable):	7, 8
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$ 564,724.00	$ -	$ 564,724.00
Consultants	$ -	$ -	$ -
Space	$ 39,531.00	$ -	$ 39,531.00
Utilities	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Consumables	$ -	$ -	$ -
Marketing & Outreach	$ -	$ -	$ -
Training	$ -	$ -	$ -
IT Services & Support	$ -	$ -	$ -
Travel	$ -	$ -	$ -
Equipment	$ -	$ -	$ -
	$ -	$ -	$ -
Total Direct Cost	$ 604,255.00	$ -	$ 604,255.00
Total Indirect Costs (De Minimis Cost Rate 10%)	$ 65,745.44	$ -	$ 65,745.44
Total Costs	$ 670,000.44	$ -	$ 670,000.44

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM
Budget Form A (3-2): Personnel Information

Rev. 08/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	3/1/2025 - 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
Personnel Subtotals		$3,459,000.00				$470,603.00

Fringe Benefits (Max 20%)	$94,121.00
Total NBAP Grant Personnel Costs	$564,724.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

Exhibit C Required Reporting

- Monthly Performance Report
- Monthly Report of Group Trainings
- Monthly Report on Outreach and Marketing Activities
- Monthly Reporting of Special Activities
- Monthly Reporting of changes in personnel relative to grant work and payroll
- Quarterly Beneficiary Data
- Quarterly Language Access Report
- Quarterly Data Report

DC Department of Housing and Community Development

Deadline 00/00/0000

FY25 RFA: Housing Services

SHOW PROGRAM OVERVIEW SHOW PROGRAM REQUIREMENTS

SHOW SECTION 3.2 - HOUSING SERVICES: DESCRIPTION OF HOUSING PROGRAMS AND SERVICES SHOW LIBRARY

HIDE ZOOMGRANTS HELP SHOW ATTACHMENTS 1

ZoomGrants Help [hide this]

Creating a New Application to Submit
The 'Saving' screen is still flashing...now what?
Missed Deadline FAQs
Invite Collaborators to Work on Application

Applicant View

Application Status: Not Submitted

Basic Information Part I and II Application Narrative Questions Budget Organizational and Financial Capacity

Required Attachments Activity Log

Report **OVERDUE** Report Totals

Ask a Report Question

(answers are saved automatically when you move to another field)

Instructions Show/Hide

As in the past, Performance Reporting is divided into three sections:

- **Workplan Metrics** (numbers only),
- **Accomplishment Narrative** (Text Boxes), and
- **Various uploads** (spreadsheets usually).

This data is extremely important. Reports can affect performance goals and funding. Your reports are used to report to the City Administrator, the Mayor (including DMPED) and to the District Council and its Committee on Housing. Where uploads are required, **use excel files or Word files.** This will allow your information to be uploaded into the database and reported to District leaders.

For **Workplan Metrics,** use only numbers or leave it blank. **Letters such as N/A are to be avoided.** This will make your report impossible to be uploaded in the DHCD database and will require your corrections. Only numbers zero (0) and above can be used. If a metric is left blank, it will be treated as a zero.

In the **Accomplishment Narrative,** text boxes are provided to provide statements of activities or the information requested. In the first Report, please answer Question 22 (Points of Contact) with all points of contact for the areas mentioned. Thereafter in subsequent months, if there are no changes, it is okay to say, "No Changes". The same is true for Question 21 (staffing). Please answer Question 23 (Success Stories), Question 24 (Good News), Question 25 (Other DC agencies and initiatives). Question 26 is important. Remember the RFA asked applicants to align outreach to the Focus Areas mentioned on pages 33 and 34 of the RFA. Mentioning specific Focus Areas in the narrative for Q26 is helpful.

The **Document Upload** section is where excel spreadsheets (usually, sometimes Word Documents) are uploaded. **PDFs cannot be uploaded into database.** [The District of Columbia is fortunate to have many DC Based Programs such as HPAP, IZ/ADU, PADD, SFRRP, TOPA, HRA/RAD related activities, as well as direct services to tenants and tenant groups, and services to Condo/Coop Associations. DHCD staff need monthly reporting in order to better do their work and respond to the needs of DC citizens. These reports are shared directly with the appropriate program manager.]

There three areas of your activities will be reported on a monthly basis to help us meet our HUD and DC Government requirements and the needs of DC residents.

Reporting for Fiscal Year 2025 will begin with Report # 1. The end of Government's fiscal year (9/30/2025) will conclude with Report # 10 and the close-out of FY25 Purchase Orders. The complete schedule is below for the monthly report.

Other Reporting: Beneficiary Data and Language Access

Other reports are also required. These include **Beneficiary Report** and **Language Access Report.** These two reports are required on a quarterly basis. These reports will not be answered within ZoomGrants. The Office of Program Monitoring will provide the spreadsheets to use for these quarterly reports. Please see your Grant Agreement for additional information about the monthly and quarterly reports. Please note, the Beneficiary Report corresponds to the sources and uses of your Grant Agreement. A separate Beneficiary Report is needed for each type of funding awarded: Public Service (PS), Non-Public Service (NPS) and NRSA Wards 7 & 8 PS and NPS.

These quarterly reports will be due:

Oct/Nov/Dec 2/24/2025

Jan/Feb/March 4/10/2025

April/May/June 7/10/2025

July/August/Sept 10/10/2025

Please note we cannot extend these deadlines since they are HUD's deadlines and not in our control. Please submit your report on schedule.

Please remember HUD views reporting and reimbursement requests as inseparable and therefore to be coordinated at the same time. Please avoid not filing on the deadline.

Monthly Reporting on Performance and Accomplishments

Report Number Period Covers Due Date

Report Number	Period Covers	Due Date	Notes
Report 1	FY25 Q1 (Oct/Nov/Dec)	03/03/2025	
Report 2	January	03/03/2025	
Report 3	February	03/10/2025	
Report 4	March	04/10/2025	
Report 5	April	05/10/2025	
Report 6	May	06/10/2025	
Report 7	June	07/10/2025	
Report 8	July	08/10/2025	
Report 9	August	09/10/2025	
Report 10	September	10/10/2025	

In ZoomGrants reporting, there are data questions. Please enter only a whole number. If a particular question doesn't apply to your statement of work and workplan, please enter zero. The narrative questions also require a response. If there is nothing to report in the narrative, please enter a statement such as "No changes" or "Not applicable".

Report 1: **3/3/2025** Report 2: **3/3/2025** Report 3: 3/10/2025 Report 4: 4/10/2025 Report 5: 5/10/2025

Report 6: 6/10/2025 Report 7: 7/10/2025 Report 8: 8/10/2025 Report 9: 9/10/2025 Report 10: 10/10/2025

Report 1: 3/3/2025

This report is OVERDUE. Submit Report 1

Agency

This is a branching question. The system will remove questions that do not apply to you based on your answer to Question #1.

Please disregard the number sequencing.

1. Identify Your Agency Name

This is a branching question. Only the questions that apply to your agency will appear.

- ○ CARECEN-Central American Resource Center
- ○ Centro de Apoyo Familar

- ○ Greater Washington Urban League, Inc.
- ○ Housing Counseling Services
- ○ Latino Economic Development Corporation of Washington DC
- ○ Legal Counsel for the Elderly
- ○ Lydia's House in Southeast, Inc.
- ○ Manna, Inc.
- ○ Marshall Heights Community Development Organization, Inc.
- ○ Mi Casa
- ○ Neighborhood Legal Services Program of the District of Columbia
- ○ University Legal Services

Workplan Accomplishment Metrics

2. A1: HUD Housing Counseling

Ignore the auto-total number.

Number of First Time Homebuyers Purchasing Homes

Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)

Number of 1:1 Counseling Sessions (Budget & Credit)

Number of unduplicated households

Number of 1:1 Homebuyer Counseling Sessions

Number of unduplicated households

3. A2: 8-Hour Homebuyer Class

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of 8-hour Homebuyer Educations Classes

Number of Attendees of 8-hour Homebuyer Classes

Number of DHCD Certificates issued

4. A3: HPAP (EAHP/NEAHP)

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of HPAP Pre Purchase Orientations conducted

Number of Attendees at HPAP Orientations

Number of Files submitted to HPAP Administrators

Number of 1:1 HPAP Counseling Sessions

Number of unduplicated households

5. A4: IZ/ADU Orientations

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of IZ Orientations Conducted

Number of Attendees at IZ Orientations

Number of DHCD Certificates issued

6. A5: IZ/ADU Income Certifications

Ignore the auto-total number.

Number of IZ/ADU Income Cetifications completed

7. A6: PADD

Ignore the auto-total number.

Number of PADD group training/coaching

Number of Attendees at PADD group training

Number of 1:1 PADD sessions (if applicable)

Number of unduplicated households receiving 1:1 PADD sessions

Number of PADD Income Certifications

8. A7: General Housing Services & Information (Group Training)

Ignore the auto-total number.

Number of Financial Literacy Trainings (including but not limited to credit & budgeting)

Number of Attendees at Financial Literacy Trainings

Number of Homebuyer Clubs Meetings

Total of Attendees at Homebuer Club Meetings

Number of group trainings or workshops not reported in other categories

Number of Attendes at group trainings or workshops not reported in other categories

9. B8: General Home Management (Post Purchase Non-Delinquent)
Ignore the auto-total number.

Number of Homeownership Preservation Workshops

Number of Attendees at Homeownership Preservation Workshops

Number of Post-Purchase Workshops (not including Homeownership Preservation)

Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)

Number of 1:1 Post-Purchase Counseling Sessions

Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions

10. B9: Foreclosure Counseling
Ignore the auto-total number.

Number of Foreclosure Workshops

Number of Attendees at Foreclsoure Workshops

Number of 1:1 Foreclosure Counseling Sessions

Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number of Foreclsoures Prevented

11. B10: Eviction Counseling

Ignore the auto-total number.

Number of Eviction workshops

Number of Attendees at Eviction workshops

1:1 Eviction Counseling

Unduplclated households 1:1 Eviction Counseling

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number Evictions Prevented

12. B11: SFRR

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of SFRRP Orientations conducted (required)

Number of 1:1 Intake sessions

Number of unduplicated households

Number of complete applications submitted in SFRRP Portal

13. B12: Legal Services for Seniors, Coops and Condos

Ignore the auto-total number.

Senior households receiving legal services

Coop Associations receiving legal services

Condo Associations receiving legal services

Number of Training for Law Firms

Number of Attendees at law firm training

Number of outreach activities

Number of new partnerships initiated

Number of clients helped with Schedule H

Number of clients helped with life planning docs

Number pro bono attorneys engaged in housing-related matters

Number veterans receiving legal counsel/advice

14. B13: Technical Assistance for Coop
Ignore the auto-total number.

Number of Co-Op Associations receiving Technical Assistance

Number of Action Plans written for Co-Op Associations

Number of Successful Outcomes for Co-Op Associations

Number of Asset Management Improvement Services Provided for Co-Op

Number of Asset Management Tactical Support Services Provided to Co-Op

Number of Consultative Services Provided to Co-Op Associations and Clients

Number of Legal Assistant Services provided to Distressed Co-Op Associations

Number of Organization Sustainability Tactical Support Services Provided to Co-Ops

Number of Ownership Educations Sessions provided to different ownership models including shared equity

Number of Relocation Plans completed and accepted for Co-Ops

Numbers of Trainings on Board Operations Governance & Management to Co-ops

Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management

Number of written Asset Management & Sustainability Plans for Co-Ops

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Co-Op Associations

Number of Associations (Coops) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Co-Op Associations

16. B13: Technical Assistance for Condo Associations

Ignore the auto-total number.

Number of Condo Associations receiving Technical Assistance

Number of Action Plans written for Condo Associations

Number of Successful Outcomes for Condo Associations

Number of Asset Management Improvement Services Provided for Condo

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo

Number of Asset Management Tactical Support Services Provided to Condo

Number of Legal Assistant Services provided to Distressed Condo Associations

Number of Consultative Services Provided to Condo Associations and Clients

Number of Organization Sustainability Tactical Support Services Provided to Condo Associations

Number of Relocation Plans completed and accepted for Condo Associations

Numbers of Trainings on Board Operations Governance & Management to condo associations

Number of written Asset Management & Sustainability Plans for Condo Associations

Number of Associations (Condos) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Condo Associations

16. B14: Technical Assistance for Small Apartment Owners (25 units and less)
Ignore the auto-total number.

Number of Inquiries Received

Number of Owners/Managers receiving Services

Number of Action Plans Written

Number of Action Plans Implemented/Completed

Number of Owners/Managers needing Asset Management Guidance

17. C15: TOPA Pre-Purchase Counseling & Training
Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Meetings with Tenant Association

Number of Attendees at TOPA Meetings

Number of TOPA Training Workshops to Tenants

Number of Attendees at TOPA Training Workshops

18. C16: TOPA Post-Purchase Counseling & Training
Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Post Purchase Training Workshops

Number of Attendees at TOPA Post Purchase Workshops

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

19. C17: Tenant Counseling for HRA - Rental Accommodation Division

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

Number of Attendees at group training/coaching

20. Marketing & Outreach

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Housing Fairs

Other Tabling Events

Flyers Distributed

Social Media Posts (Facebook, LinkedIn, Instagram)

Mailings

Paid Advertising (display ads in print)

Other

Accomplishment Narrative

21. Staffing Information: Any changes (terminations or new hires) in staff members who are on the grant? Or in the Executive Leadership or Management Team? Number of HUD Certified Counselors (expressed as FTEs) on staff at the

end of this reporting period?

Maximum characters: 1000. You have 1000 characters left.

22. Who are the current Points of Contact and email for the following: 1) Executive Leader (NOTE: Executive leader is copied on all communication): 2) Grant/Fund Development: 3) Grant/Accounting: 4) Program Managers/Directors/Supervisors:

Maximum characters: 1000 You have 1000 characters left

23. Please provide us with client success story/stories for this quarter by program. You may provide a link to an article that has been written for other purposes (newsletter, website, or newspaper article).
Redact (use a pseudonym) for any client name or other personal identifying information if you have not received a release.

Maximum characters 3000. You have 3000 characters left.

24. Any good news to share? Any events and activities coming up? (e.g. obtained other grant funds to leverage DHCD grant, Open Houses, Presentations, Community Events, etc.)
Upload a calendar of upcoming program events (in-person or webinars).

Maximum characters: 3000. You have 3000 characters left.

25. Describe your organization's involvement in other projects or initiatives with other District agencies.

Maximum characters: 3000. You have 3000 characters left.

26. Describe your marketing and outreach during this period. What groups or areas did you market to, numbers, and in what way did you contact them (mail, event, email, personal, media, etc.)?

Maximum characters: 3000. You have 3000 characters left.

27. Describe any specific obstacles (if any) to your organization's program or service delivery during this period?

Maximum characters: 3000. You have 3000 characters left.

Documents Requested *	Required?	Uploaded Documents *	
ALL: Procurement Report, as applicable Download template: Procurement Report			Upload
ALL: Language Access for Outreach and Group Sessions Download template: Language Access for Outreach and Group Sessions	Required		Upload
ALL: Calendar of Next Quarter (3 months) of Orientations, Trainings, Workshops & 8-Hour Classes	Required		Upload
A-2 HBE 8-Hour Class Attendance Certificates Download template: A-2 HBE 8-Hour Class Attendance Certificates			Upload
A-3 Homebuyer Assistance Program Intake Download template: A-3 Homebuyer Assistance Program Intake			Upload
A-4 IZ Orientation Attendance Certificates Download template: A-4 IZ Orientation Attendance Certificates			Upload
B-11 SFRRP Intake Download template: B-11 SFRRP Intake			Upload
C-15 and C-16 TOPA Reporting Download template: C-15 and C-16 TOPA Reporting			Upload
C-17 Training for Tenants and Tenant Organizations Download template: C-17 Training for Tenants and Tenant Organizations			Upload

* *ZoomGrants™ is not responsible for the content of uploaded documents.*

CDBG PUBLIC SERVICE* HOUSING COUNSELING (HC) PROGRAM

HEAD OF HOUSEHOLD DEMOGRAPHICS

IDIS Number	
Community Based Organization (CBO)	
National Objective/Matrix Code	
Project Address	
Proposed HOUSEHOLDS TO Serve	
Total HOUSEHOLDS Served	
Difference Used for CAPER Analysis	

Tip #1	Avoid Duplicative Reporting
Tip #2	Complete each cell; even if N/A (Not Applicable)
Tip #3	Do not combine Carryed-Out Cells
Tip #4	Based on HEAD of HOUSE HOLD
Tip # 5	Internet Quarterly
Tip #6	Public Services - HC (but cannot show proof a home was purchased)
Tip # 7	DFH - Sally Ann Fiorito, DHCD Grant Management Officer, sally-ann.fiorito@dc.gov

HEAD OF HOUSEHOLD CHARACTERISTICS

Race/Ethnicity/Household Composition	Q 1 Number of Households Served	Number of Hispanic Hshl	Number of Hispanic Hshl WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHlds Outside Ward 7/8	SUBTOTAL HHlds Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NEPA	HD	Outside DHV	Owner	Tenant	Female Hshl	Elderly 62 + Hshl	Homeless Hshl	Formerly Homeless Hshl	Veteran Hshl	Disabled Hshl	Household Size	ALL PRIOR PERIOD: Total Head of Household	ALL PRIOR PERIOD: Total LMI Hhlds	ALL PRIOR PERIOD: Total Tenants and Owners
White	0	0			0																							
Black/African American	0	0			0																							
Asian	0	0			0																							
Native American/Alaskan Native					0																							
Native Hawaiian/Other Pacific Islander					0																							
Native American/Alaskan Native & White					0																							
American Indian/Alaskan Native & Black					0																							
Asian & White					0																							
Black/African American & White					0																							
Native American/Alaskan Native & Black/African American					0																							
Other Multi Racial					0																							
Did Not Report					0																							
TOTAL	0	0			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Income Data (In accordance with HUD Part 5)	Q 1 Number of Households Served	Number of Hispanic Hshl	Number of Hispanic Hshl WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHlds Outside Ward 7/8	SUBTOTAL HHlds Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NEPA	HD	Outside DHV	Owner	Tenant	Female Hshl	Elderly 62 + Hshl	Homeless Hshl	Formerly Homeless Hshl	Veteran Hshl	Disabled Hshl	Household Size	ALL PRIOR PERIOD: Total Head of Household	ALL PRIOR PERIOD: Total LMI Hhlds	ALL PRIOR PERIOD: Total Tenants and Owners
Extremely Low 0-30 %	0			0	0																							
Low 31% -50%	0			0	0																							
Moderate 51%-80%	0			0	0																							
Non-Low/Moderate 81% -110%	0			0	0																							
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Additional Data (Does not apply to Single Family Residential Rehabilitation Program)	Q 1 Number of Households Served	Number of Hispanic Hshl	Number of Hispanic Hshl WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHlds Outside Ward 7/8	SUBTOTAL HHlds Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NEPA	HD	Outside DHV	Owner	Tenant	Female Hshl	Elderly 62 + Hshl	Homeless Hshl	Formerly Homeless Hshl	Veteran Hshl	Disabled Hshl	Household Size	ALL PRIOR PERIOD: Total Head of Household	ALL PRIOR PERIOD: Total LMI Hhlds	ALL PRIOR PERIOD: Total Tenants and Owners
Employer or Continuing Access to Service or Benefit				0	0																							
Owner				0	0																							
Work Improved Access to Service or Benefit				0	0																							
Received a Service or Benefit But no Longer Eligible				0	0																							
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Language Access

The recent Executive Order of the President makes English the Official Language of the United States.

Grantees may translate forms, document, trainings into other languages as they deem appropriate for the benefit of clients.

Grantees may also make provision for clients to have access who are English Proficient/Non-English Proficient (LEP/NEP).

The Language Access line remains available to Grantees. OPM can provide the phone number.

Grantees are encouraged to report on a quarterly basis concerning language accommodation for clients.

Tracking includes:

- Language
- Use of interpreter, bi-lingual staff person or language access telephonic line
- Used on the group basis or individual and the number of each

Exhibit D Method to determine Client Eligibility for Services

Method to determine Client Eligibility for Services:
By Household

DHCD will provide the spreadsheet to use for this Quarterly Report

If a grantee has two or three sources/uses of grant funds, a separate report is needed for each.

Sources/Uses includes

1. Public Services (PS),
2. Non-Public Services (NPS) and
3. NRSA Wards 7 & 8 PS & NPS.

For each the Household report includes:

Section 1

Grantees will provide the following information concerning race/ethnicity which shall be recorded by

- Ward,
- Head of Household,
- Tenant/Owner

White
Black/African American
Asian
Native American/Alaskan Native
Native Hawaiian/Other Pacific Islander
Native American/Alaskan Native & White
American Indian/Alaskan Native & White
Asian & White
Black/African American & White
Native American/Alaskan Native & Black/African American
Other Multi Racial
Did Not Report
TOTAL

Section 2

Also, each household shall be counted by income category using the CDBG income categories and dollar amounts. (See chart in this exhibit.)

Section 3

Lastly, each household shall be counted by CDNG service category.

With New or Continuing Access to Service or Benefit
With Improved Access to Service or Benefit
Received a Service or Benefit that is No Longer Substandard

The Number of Households in each of the above calculations be the same. That is, if 100 households are reported in Section 1, there must be 100 in reported also in Sections 2 and 3.

This procedures is repeated for:

- Non-Public Service Activities
- NRSA Wards 7 & 8 Public Service and Non-Public Service

INCOME LIMITS WITH UNCAPPED LIMITS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
U.S. Department of Housing and Urban Development (HUD) FY 2023
Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	84,400	96,450	108,500	120,550	130,200	139,850	149,500	159,150

	Median Income	Family Four Low Income Limit
DC	$152,100	$95,300

This grant will consider eligibility based on Household Beneficiary Data

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit E Budget Modification Form

INCOME LIMITS WITH UNCAPPED LIMITS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
U.S. Department of Housing and Urban Development (HUD) FY 2023
Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	84,400	96,450	108,500	120,550	130,200	139,850	149,500	159,150

	Median Income	Family Four Low Income Limit
DC	$152,100	$95,300

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit F Drug Free Workplace Certification

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code. and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - lll, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. Debarment, Suspension, And Other Responsibility Matters (Direct Recipient)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

1. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F. for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020. Notice shall include the identification number(s) of each effected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and incising termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (1), (c), (d), (e), and (f).

B. The applicant may insert in the space provided below the sites) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Drug-Free Workplace (Grantees who are Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, subpart F, for grantees as defined at 28 CFR Part 67; Sections 67 615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020.

As the duly authorized representative of the applications,
I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address

Housing Counseling Services, Inc.
2410 17th Street, NW, Suite 100 (Adams Alley)
Washington, DC 20009

52-0958568

2. Application Number and/or Project Name — **3. Grantee IRS/Vendor Number**

FY 2025 Housing Counseling Services Program

4. Typed Name and Title of Authorized Representative

Marian Siegel, Executive Director

Marian Siegel

October 22nd, 2024

5. Signature — **6. Date**

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit G Service Area Eligibility

This grantee provides services to residents of all DC Wards and will focus on the neighborhoods in these corridors where DHCD has invested resources for housing development.

- 16th St NW Corridor near the intersection with Havard St NW (Columbia Heights) in Ward 1
- Georgia Ave and New Hampshire Ave NW Corridor (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- Rhode Island Ave and South Dakota Ave NE Corridor (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 5
- M and South Capitol Streets SW Corridor (Greenleaf/Waterfront) in Ward 6
- Benning Road and Florida Ave NE Corridor (NoMa/Ivy City/Trinidad) Ward 6
- Minnesota Ave and Benning Rd NE Corridor (Benning, Greenway) in Ward 7
- Pennsylvania Ave and Minnesota Aves SE Corridor (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- East Capitol and Benning Rd Corridor (Capital View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- Marion Barry Ave and Martin Luther King Aves SE Corridor (Historic Anacostia, Fairlawn Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- Marion Berry Ave and Alabama Aves Corridor (Skyland, Woodland, Garfield Heights) in Ward 8
- Martin Luther King Ave and Alabama Ave Corridor (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- South Capital St and Chesapeake Aves SE Corridor (Bellevue, Washington Highlands) in Ward 8

Exhibit H Insurance Requirements

DHCD-BILL WINSTON-GRANT FOR VARIOUS COMMUNITY-BASED ORGANIZATIONS HOUSING COUNSELING AND SERVICES AF07082024

INSURANCE

A. GENERAL REQUIREMENTS. The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this grant, the types of insurance specified below. The Grantee shall submit a Certificate of Insurance to the Grant Administrator (GA) giving evidence of the required coverage prior to commencing performance under this grant. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the GA.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Grantee and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this grant, with the understanding that any affirmative obligation imposed upon the insured Grantee or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its subcontractors, and not the additional insured. The additional insured status under the Grantee's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the GA in writing. All of the Grantee's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Grantee or its subcontractors, or anyone for whom the Grantee or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the GA with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the GA in writing), covering liability for all ongoing and completed operations of the Grantee and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an

Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or it's equivalent) to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the GA in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee in connection with work under this agreement, with a minimum combined single limit of $1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Grantee shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Defense costs shall be in addition to and not erode the limits of liability
e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or it's equivalent)

3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

   Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   The Workers Compensation and Employers Liability shall be further endorsed to:
   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the GA of commercial umbrella or excess liability insurance with minimum limits of $5,000,000 per occurrence and $5,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS
Any and all subcontractors engaged by Grantee for work under this agreement shall be required to have the same insured required of Grantee. Should the Grantee wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Grantee shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Grantee. In either instance, the Grantee must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

E. DURATION. The Grantee shall carry all required insurance until all grant work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this grant and two years for non-construction related grants.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the Grantee's liability under this grant.

G. CONTRACTOR'S PROPERTY. Grantee and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.

H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the grant price.

I. NOTIFICATION. The Grantee shall ensure that all policies provide that the GA shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Grantee no long complying with the above requirements. The Grantee shall provide the GA with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the GA with an updated Certificate of Insurance should its insurance coverages renew during the grant. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Grantee at least 30 days' notice of the change. Grantee must comply, at your expense, and deliver to the GA evidence of compliance before the change becomes effective.

J. CERTIFICATES OF INSURANCE. The Grantee must send to GA, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Grantee must also provide us with evidence of renewal before the expiration date of each insurance policy. Grantee is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . Certificates of insurance must reference the corresponding grant number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:
William Winston, Grant Administrator (DHCD)
1909 Martin Luther King Jr Av SE, Washington DC 20020
771-208-9628
Bill.winston@dc.gov

The GA may request and the Grantee shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Grantee expires prior to completion of the grant, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the GA prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the GA on an annual basis as the coverage is renewed (or replaced).

K. DISCLOSURE OF INFORMATION. The Grantee agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Grantee, its agents, employees, servants or subcontractors in the performance of this grant.

L. CARRIER RATINGS. All Grantee's and its subcontractors' insurance required in connection with this grant shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.

M. WARRANTIES. When applicable, the Grantee should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). GA should collect, review for accuracy, and maintain all warranties for goods and services.

Exhibit I **Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures**

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director	CG	10/9/2025
2. Chris Earley, Deputy Director	CEE	10/8/25
3. Julia Wiley, General Counsel	JW	10/6/25
4. Bill Winston, Associate Director of Community Services	WW	9/30/2025
5. Ernest Merchant, Program Analyst	EM	9/25/25
6.		

SUBJECT: HOUSING COUNSELING SERVICES, INC. - Housing Services

Director's Comments:

Action

APPROVAL	CIRCULATE	CORRECTION	FILE	FYI	INVITATION	MEETING	SIGNATURE
☒	☐	☐	☐	☐	☐	☐	☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Housing Counseling Services, Inc.- NBAP FY26 Housing Services $3,000,000.00

Grant 2025-04

Originating Office

FROM: E. Merchant	TELEPHONE NUMBER:
DATE: 9/25/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE:

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

OFFICE OF THE DIRECTOR
OCT 9 '25 AM9:12

REV 1.0 10/25/23

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

OCT 0 9 2025

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Ernest Merchant
Program Analyst

Date: September 25, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Housing Counseling Services, Inc.**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$3,000,000.00**
ATTACHMENTS:	**FY25 Grant Agreement #2025-04** **FY26 Grant Modification #2025-04** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-04
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

MODIFICATION OF GRANT AGREEMENT
BY AND BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
AND
HOUSING COUNSELING SERVICES INC.

This Modification of Grant Agreement (the **"Modification"**) is entered into as of the 9 day of October 2025, (**"Effective Date"**), by and between the **District of Columbia**, a municipal corporation (hereinafter sometimes referred to as the **"District"**), acting by and through the District of Columbia Department of Housing and Community Development (hereinafter referred to as the **"Grantor"** or **"DHCD"**), and **Housing Counseling Services Inc.** [Entity Identifier NA6MQB4FM3C1], a non-profit corporation organized and existing under the laws of the District of Columbia, (hereinafter sometimes referred to as the **"Grantee"**) with its principal place of business at 2410 17th St NW Ste 100, Washington, DC 20009. The Grantor and Grantee shall be together referred to as the "Parties."

RECITALS:

1. DHCD, with offices at 1909 Martin Luther King, Jr. Avenue, SE, Washington, DC, 20020, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program pursuant to the District of Columbia Community Development Act of 1975 (D.C. Official Code § 6-1001 *et seq.*) and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Parties entered into a Grant Agreement (DHCD Contract No. 2025-04) **("Grant Agreement or "Agreement")** effective on February 1, 2025, that memorialized a funding award to Grantee derived from the District's Community Development Block Grant Program ("CDBG") Grant allocation for the purpose of providing a range of HUD housing counseling services that benefit low and moderate-income persons in the District of Columbia for the period from February 1, 2025 through December 31, 2025. (**"Grant Term"**). The Grant Agreement is attached hereto as ***Exhibit A*** and incorporated herein.

3. Section III.C. of the Grant Agreement included an erroneous statement regarding immigration status of Grant services beneficiaries.

4. Pursuant to Section XXII. of the Agreement, the Parties desire to amend the Agreement to correct that erroneous statement and for other purposes.

NOW, THEREFORE, in consideration of the mutual agreements of the Parties set forth herein, the Parties hereby agree as follows:

1. The above recitals are hereby incorporated and made a part of this Amendment.

2. Capitalized terms used in this Amendment that are not defined herein shall have the meanings given to such terms in the Grant Agreement.

3. **Section III. Grant Award Subsection C. Paragraph 1**
The second sentence, to include footnote 5 for a Housing Counseling Services Grant or footnote 7 for a Small Business Services Grant is deleted. **This change is retroactive to the Grant Effective Date.**

4. **Section IV. Grant Term and Periods of Performance**
The Grant term and Periods of Performance are revised. The text in the first paragraph of Section IV. is deleted and replaced with the following text:

*The term of this Agreement shall commence on the Effective Date and continue through September 30, 2026 (**"Grant Term"** or **"Term"**). There are two Performance Periods during this Term. The first Performance Period begins on the Effective Date and ends on September 30, 2025. The second Performance Period begins on October 1, 2025, and ends on September 30, 2026.*

5. **Section III. Grant Award** is amended to add a new subsection B. to read as follows:

*B. The Grant Award is amended to authorize a budget for Grant services to be provided during the Performance Period that begins October 1, 2025, and ends on September 30, 2026. (**"FY 2026 or FY 26"**). Total Grant authority in FY 26 shall not exceed **Three Million Dollars and No Cents [$3,000,000.]**.*

The FY 2026 Grant funding is allocated as follows:

Sources and Uses of Funds:

Public Service ("PS") [CDBG EN]	*$1,529,568.*
Non-Public Service ("NPS") [CDBG EN]	*$ 470,432.*
NRSAs Ward 7 and Ward 8 [CDBG EN]	*$1,000,000.*
TOTAL CDBG [EN]	*$3,000,000.*
TOTAL AWARD [All Sources]	*$3,000,000.*

Notwithstanding the designated source of funds, the Grantor reserves the right to provide funding from another source(s). In all cases, applicable Federal and District laws and regulations shall apply regardless of the source.

The FY 26 funds will be used to fund a range of services which HUD has defined as (insert one of the following)

- ***Housing Counseling Services: Public Services and Non-Public Services provided by a HUD Approved Counseling Agency ("HCA").***

The specific Grant activities are described in ***Exhibit B*** *attached hereto, which includes:*
(a) the Statement of Work,
(b) The Grantor approved Workplan

(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as ***Exhibit C****. and incorporated herein. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.*

6. The Parties agree that this Modification does not otherwise affect or impair their obligations under the Grant Agreement, and all terms, conditions and obligations of the Grant Agreement, not amended herein, shall continue in full force and effect as prescribed in the Grant Agreement.

7. This Modification shall be binding upon and inure to the benefit of the Parties to this Agreement and to their successors and assigns and continue so long as the Grant Agreement is effective.

8. Grantor and Grantee agree that if any of the terms and conditions contained herein shall contradict any of the terms and conditions in the Grant Agreement, the terms and conditions contained herein shall prevail.

IN WITNESS WHEREOF, the Parties have executed this Modification by and through their duly constituted and authorized officers and agents on the day and year first hereinabove written.

[Signature pages follow]

GRANTOR SIGNATURE PAGE

DISTRICT OF COLUMBIA, a municipal corporation acting by and through the Department of Housing and Community Development

By: _____
Colleen Green
Director

10/9/2025
Date

Legal Review:

By: Julia H Wiley
Office of the General Counsel
Department of Housing
and Community Development

Date: 10/6/25

GRANTEE SIGNATURE PAGE

HOUSING COUNSELING SERVICES INC.
a District of Columbia nonprofit corporation

By: _____
Marian Siegel
Executive Director

10/9/25
_____
Date

DHCD Contract No. 2025-04
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

GRANTEE SIGNATURE PAGE

HOUSING COUNSELING SERVICES INC.
a District of Columbia nonprofit corporation

By: _____
Marian Siegel
Executive Director

_____
Date

DHCD Contract No. 2025-04
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT A

FY 2025 Grant Agreement

DHCD Contract No. 2025-04
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT B

FY 2026 Statement of Work
and
Workplan

DHCD Contract No. 2025-04
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT C

FY 2026 Budget

Applicant's Name: Housing Counseling Services Inc.
RFA FY25

Services to be provided in FY26

The Grantee is funded to provide the service(s) identified herein *(see below)*. Services are to be provided by the Grantee in accordance with the description, conditions and procedures identified in Section 3.2 of the RFA FY25 for Housing Services (incorporated herein by reference); provided however, DHCD may alter descriptions, conditions and procedures at any time.

Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program
A6: Income Certification for the PADD Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B12: Legal Services for Seniors and/or Coop & Condo Associations
B13: Technical Assistance for Coop and Condo Associations
B14: Technical Assistance for Owners of Small Rental Properties

CATEGORY C: TENANTS AND TENANT GROUPS
C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

FY25 Housing Counseling Services Workplan

Organization Name:	Housing Counseling Services
Grant Number:	2025.04

Performance Period: 10/1/2025 9/30/2026

RFA Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	NRSA Ward 7 & 8 All Services	Total
A1	HUD Housing Counseling	30	Number of First Time Homebuyers Purchasing Homes					
A1		400	Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		800	Number of 1:1 Counseling Sessions (Budget & Credit)	Public Service or NRSA	$125,000.00	$0.00	$50,000.00	$175,000.00
A1		400	Number of unduplicated households					
A1		600	Number of 1:1 Homebuyer Counseling Sessions					
A1		600	Number of unduplicated households					
A2	8-Hour Homebuyer Class	14	Number of 8-hour Homebuyer Educations Classes					
A2		700	Number of Attendees of 8-hour Homebuyer Classes	Public Service or NRSA	$55,000.00	$0.00	$0.00	$55,000.00
A2		700	Number of DHCD Certificates issued					
A3	HPAP (SEAHP/REAHP) (HPS ONLY)	64	Number of HPAP Pre Purchase Orientations conducted					
A3		600	Number of Attendees at HPAP Orientations					
A3		60	Number of Files submitted to HPAP Administraters	Non-Public Service or NRSA	$0.00	$470,432.00	$0.00	$470,432.00
A3		360	Number of 1:1 HPAP Counseling Sessions					
A3		600	Number of unduplicated households					
A4	IZ/ADU Orientations	52	Number of IZ Orientations Conducted					
A4		900	Number of Attendees at IZ Orientations	Public Service or NRSA	$118,000.00	$0.00	$25,000.00	$143,000.00
A4		900	Number of DHCD Certificates issued					
A5	IZ/ADU Income Certifications	575	Number of IZ/ADU Income Certifications completed	Public Service or NRSA	$479,230.00	$0.00	$0.00	$479,230.00
A5	PADD	0	Number of PADD group training/coaching					
A6		0	Number of Attendees at PADD group training					
A6		0	Number of 1:1 PADD sessions (if applicable)	Public Service or NRSA	$29,000.00	$0.00	$0.00	$29,000.00
A6		0	Number of unduplicated households receiving 1:1 PADD sessions					
A6		12	Number of PADD Income Certifications					
A7	General Housing Services & Information (Group Training)	16	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)					
A7		80	Number of Attendees at Financial Literacy Trainings					
A7		0	Number of Homebuyer Clubs Meetings	Public Service or NRSA	$24,000.00	$0.00	$75,000.00	$99,000.00
A7		0	Total of Attendees at Homebuyer Club Meetings					
A7		6	Number of group trainings or workshops not reported in other categories					
A7		30	Number of Attendes at group trainings or workshops not reported in other categories					
B10	Eviction Counseling	14	Number of Eviction workshops					
B10		80	Number of Attendees at Eviction workshops					
B10		350	1:1 Eviction Counseling					
B10		100	Unduplicated households 1:1 eviction Counseling	Public Service or NRSA	$150,000.00	$0.00	$180,000.00	$330,000.00
B10		25	Number referred to Attorney(s) for Legal Services					
B10		0	Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)					
B10		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only					
B10		300	Number Evictions Prevented					
B11	SFRP	12	Number of SFRP Orientations conducted (required)					
B11		16	Number of 1:1 Intake sessions	Public Service or NRSA	$25,000.00	$0.00	$40,000.00	$65,000.00
B11		20	Number of unduplicated households					
B11		6	Number of complete applications submitted in SFRRP Portal					
B12	Legal Services for Seniors, Coops and Condos (Law Firm Subrecepients Only)	0	Senior households receiving legal services					
B12		0	Coop Associations receiving legal services					
B12		0	Condo Associations receiving legal services					
B12		0	Number of Pro Bono Legal Services Recruited and Retained					
B12		0	Number of Trainings for Law Firms (Trainings)					
B12		0	Number of Attendees at trainings for Law Firms (Attendees)					
B12		0	Number of new partnerships initiated					
B12		0	Total Number of Trainings to and work with Pro Bono Provided	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
B12		0	Number of outreach presentations conducted					
B12		0	Number of outreach activities conducted					
B12		0	Number of Senior Households that received Legal Counsel or Consultation					
B12		0	Number of Senior households that received Legal Representation					
B12		0	# of clients helped with Schedule H					
B12		0	# of clients helped with life planning docs					
B12		0	# pro bono attorneys engaged in housing-related matters					
B12		0	# veterans receiving legal counsel/advice					
B13	Technical Assistance for Co-Ops and Condo Associations	28	Number of Co-Op Associations receiving Technical Assistance					
B13	Coops	0	Number of Action Plans written for Co-Op Associations					
B13	Coops	15	Number of Successful Outcomes for Co-Op Associations					
B13	Coops	10	Number of Asset Management Improvement Services Provided for Co-Op					
B13	Coops	5	Number of Asset Management Tactical Support Services Provided to Co-Op					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Legal Assistant Services provided to Distressed Co-Op Associations					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Organization Sustainability Tactical Support Services Provided to Co-Ops					
B13	Coops	0	Number of Ownership Educations Sessions provided to different ownership models including shared equ					
B13	Coops	0	Number of Relocation Plans completed and accepted for Co-Ops					
B13	Coops	0	Numbers of Trainings on Board Operations Governance & Management to Co-ops					
B13	Coops	0	Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Ass					
B13	Coops	0	Number of written Asset Management & Sustainability Plans for Co-Ops	Public Service or NRSA	$35,000.00	$0.00	$65,000.00	$100,000.00
B13	Condos	12	Number of Condo Associations receiving Technical Assistance					
B13	Condos	0	Number of Action Plans written for Condo Associations					
B13	Condos	10	Number of Successful Outcomes for Condo Associations					
B13	Condos	6	Number of Asset Management Improvement Services Provided for Condo					
B13	Condos	0	Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies comp					
B13	Condos	0	Number of Asset Management Tactical Support Services Provided to Condo					
B13	Condos	0	Number of Legal Assistant Services provided to Distressed Condo Associations					
B13	Condos	0	Number of Consultative Services Provided to Condo Associations and Clients					
B13	Condos	0	Number of Organization Sustainability Tactical Support Services Provided to Condo Associations					
B13	Condos	0	Number of Relocation Plans completed and accepted for Condo Associations					
B13	Condos	0	Numbers of Trainings on Board Operations Governance & Management to condo associations					
B13	Condos	0	Number of written Asset Management & Sustainability Plans for Condo Associations					
B13	Coops and Condos	0	Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies comp					
B13	Coops and Condos	0	Number of Associations (Coops and Condos) referred to private/nonprofit Law Firm					
B13	Coops and Condos	0	Number of Trainings on Development including Relocation and Construction Management					
B14	Technical Assistance for Small Apartment Owners (25 units and less)	0	Number of Inquiries Received					
B14		0	Number of Owners/Managers receiving Services	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
B14		0	Number of Action Plans Written					
B14		0	Number of Action Plans Implemented/Completed					
B14		0	Number of Owners/Managers needing Asset Management Guidance					
B8	General Home Management (Post Purchase Non-Delinquent)	0	Number of Homeownership Preservation Workshops					
B8		0	Number of Attendees at Homeownership Preservation Workshops					
B8		0	Number of Post-Purchase Workshops (not including Homeownership Preservation)	Public Service or NRSA	$28,000.00	$0.00	$30,000.00	$58,000.00
B8		0	Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)					
B8		50	Number of 1:1 Post-Purchase Counseling Sessions					
B8		25	Number of Unduplicated households participating in 1:1 Post-Purchase Counseling Sessions					
B9	Foreclosure Counseling	5	Number of Foreclosure Workshops					
B9		8	Number of Attendees at Foreclosure Workshops					
B9		1680	Number of 1:1 Foreclosure Counseling Sessions					
B9		550	Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions	Public Service or NRSA	$80,000.00	$0.00	$0.00	$80,000.00
B9		0	Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)					
B9		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only					
B9		0	Number referred to Attorney(s) for Legal Services					
B9		0	Number of Foreclosures Prevented					
C15	TOPA Pre-Purchase Counseling & Training	150	Number of TOPA Meetings with Tenant Association					
C15		1500	Number of Attendees at TOPA Meetings	Public Service or NRSA	$125,000.00	$0.00	$310,000.00	$435,000.00
C15		30	Number of TOPA Training Workshops to Tenants					
C15		200	Number of Attendees at TOPA Training Workshops					
C16	TOPA Post-Purchase Counseling & Training	20	Number of TOPA Post Purchase Training Workshops					
C16		200	Number of Attendees at TOPA Post Purchase Workshops	Public Service or NRSA	$124,568.00	$0.00	$44,910.00	$169,478.00
C16		150	Number of unduplicated households					
C16		0	Number of one on one counseling sessions					
C16		0	Number of group training/coaching					
C17	Tenant Counseling for HRA - Rental Accomodation Division	150	Number of unduplicated households					
C17		70	Number of one on one counseling sessions	Public Service or NRSA	$65,000.00	$0.00	$120,090.00	$185,090.00
C17		50	Number of group training/coaching					
C17		500	Number of Attendees at group training/coaching					
Marketing	MARKETING AND OUTREACH	12	Housing Fairs					
Marketing		15	Other Tabling Events					
Marketing		10000	Flyers Distributed					
Marketing		200	Social Media Posts (Facebook, LinkedIn, Instagram)	Public Service or NRSA	$66,770.00	$0.00	$60,000.00	$126,770.00
Marketing		25000	Mailings					
Marketing		0	Paid Advertising (display ads in print)					
Marketing		0	Other					
Marketing		0	Other					
	TOTALS	40859			$1,529,568.00	$470,432.00	$1,000,000.00	$3,000,000.00

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	10/1/2025 - 9/30/2026
FISCAL YEAR:	FY 2026
TARGET SERVICE AREA (if applicable):	COMMUNITY BASED
WARD (if applicable):	
TYPE OF ACTIVITY:	Housing Counseling

Instructions: *Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$ 2,463,764.00	$ -	$ 2,463,764.00
Consultants	$ 10,000.00	$ -	$ 10,000.00
Space	$ 153,671.00	$ -	$ 153,671.00
Utilities	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Consumables	$ -	$ -	$ -
Marketing & Outreach	$ -	$ -	$ -
Training	$ 1,500.00	$ -	$ 1,500.00
IT Services & Support	$ -	$ -	$ -
Travel	$ 1,500.00	$ -	$ 1,500.00
Equipment	$ -	$ -	$ -
	$ -	$ -	$ -
Total Direct Cost	$ 2,630,435.00	$ -	$ 2,630,435.00
Total Indirect Costs (De Minimis Cost Rate 11.59%)	$ 369,565.00	$ -	$ 369,565.00
Total Costs	$ 3,000,000.00	$ -	$ 3,000,000.00

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2026
PERIOD SERVICE DATES:	10/01/2025 to 9/30/2026
TYPE OF ACTIVITY:	Housing Counseling

Instructions: *Please add number of rows for this portion of your budget as needed.*

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
Personnel Subtotals		$2,428,000.00				$ 2,053,136.00

Fringe Benefits (Max 20%)	$ 410,628.00
Total NBAP Grant Personnel Costs	$ 2,463,764.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	10/1/2025 - 9/30/2026
FISCAL YEAR:	FY 2026
TARGET SERVICE AREA (if applicable):	PUBLIC SERVICES
WARD (if applicable):	
TYPE OF ACTIVITY:	Housing Counseling

Instructions: *Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$ 1,250,645.00	$ -	$ 1,250,645.00
Consultants	$ 10,000.00	$ -	$ 10,000.00
Space	$ 78,326.00	$ -	$ 78,326.00
Utilities	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Consumables	$ -	$ -	$ -
Marketing & Outreach	$ -	$ -	$ -
Training	$ 1,500.00	$ -	$ 1,500.00
IT Services & Support	$ -	$ -	$ -
Travel	$ 1,500.00	$ -	$ 1,500.00
Equipment	$ -	$ -	$ -
	$ -	$ -	$ -
Total Direct Cost	$ 1,341,971.00	$ -	$ 1,341,971.00
Total Indirect Costs (De Minimis Cost Rate 15%)	$ 187,597.00	$ -	$ 187,597.00
Total Costs	$ 1,529,568.00	$ -	$ 1,529,568.00

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)

NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2026
PERIOD SERVICE DATES:	10/01/2025 to 9/30/2026
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
Personnel Subtotals		$ 2,428,000.00				$ 1,042,204.00

Fringe Benefits (Max 20%)	$ 208,441.00
Total NBAP Grant Personnel Costs	$ 1,250,645.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	10/1/2025 - 9/30/2026
FISCAL YEAR:	FY 2026
TARGET SERVICE AREA (if applicable):	NON PUBLIC SERVICES
WARD (if applicable):	
TYPE OF ACTIVITY:	Housing Counseling

Instructions: *Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$ 387,635.00	$ -	$ 387,635.00
Consultants	$ -	$ -	$ -
Space	$ 24,652.00	$ -	$ 24,652.00
Utilities	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Consumables	$ -	$ -	$ -
Marketing & Outreach	$ -	$ -	$ -
Training	$ -	$ -	$ -
IT Services & Support	$ -	$ -	$ -
Travel	$ -	$ -	$ -
Equipment	$ -	$ -	$ -
	$ -	$ -	$ -
Total Direct Cost	$ 412,287.00	$ -	$ 412,287.00
Total Indirect Costs (De Minimis Cost Rate 15%)	$ 58,145.00	$ -	$ 58,145.00
Total Costs	$ 470,432.00	$ -	$ 470,432.00

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)

NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2026
PERIOD SERVICE DATES:	10/01/2025 to 9/30/2026
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
Personnel Subtotals		$ 2,428,000.00				$ 323,029.00

Fringe Benefits (Max 20%)	$ 64,606.00
Total NBAP Grant Personnel Costs	$ 387,635.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	10/1/2025 - 9/30/2026
FISCAL YEAR:	FY 2026
TARGET SERVICE AREA (if applicable):	NRSA WARD 7-8
WARD (if applicable):	7, 8
TYPE OF ACTIVITY:	Housing Counseling

Instructions: *Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$ 825,484.00	$ -	$ 825,484.00
Consultants	$ -	$ -	$ -
Space	$ 50,693.00	$ -	$ 50,693.00
Utilities	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Consumables	$ -	$ -	$ -
Marketing & Outreach	$ -	$ -	$ -
Training	$ -	$ -	$ -
IT Services & Support	$ -	$ -	$ -
Travel	$ -	$ -	$ -
Equipment	$ -	$ -	$ -
	$ -	$ -	$ -
Total Direct Cost	$ 876,177.00	$ -	$ 876,177.00
Total Indirect Costs (De Minimis Cost Rate 15%)	$ 123,823.00	$ -	$ 123,823.00
Total Costs	$ 1,000,000.00	$ -	$ 1,000,000.00

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)

NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2026
PERIOD SERVICE DATES:	10/01/2025 to 9/30/2026
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
Personnel Subtotals		$ 2,428,000.00				$ 687,903.00

Fringe Benefits (Max 20%)	$ 137,581.00
Total NBAP Grant Personnel Costs	$ 825,484.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director		3/17/25
2. Chris Earley, Deputy Director		3/13/25
3. Julia Wiley, General Counsel		3/13/25
4. Bill Winston, Associate Director of Community Services		3/13/25
5. Ernest Merchant, Program Analyst		
6.		

SUBJECT:

Director's Comments:

Action							
APPROVAL ☒	CIRCULATE ☐	CORRECTION ☐	FILE ☐	FYI ☐	INVITATION ☐	MEETING ☐	SIGNATURE ☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Housing Counseling Services, Inc.- NBAP FY25 Housing Services $2,010,000.00

Grant 2025-04

Originating Office

FROM:E. Merchant	TELEPHONE NUMBER:
DATE:3/13/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE: OFFICE OF THE DIRECTOR MAR 17 '25 PM2:37

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

MAR 17 2025

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Ernest Merchant
Program Analyst

Date: March 13, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Housing Counseling Services, Inc.**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$2,010,000.00**
ATTACHMENTS:	**FY25 Grant Agreement #2025-04** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

DISTRICT OF COLUMBIA.

COMMUNITY SERVICES
HOUSING COUNSELING SERVICES

GRANT AGREEMENT

BY AND BETWEEN
THE DISTRICT OF COLUMBIA
AND

HOUSING COUNSELING SERVICES INC.

This Grant Agreement ("Grant" or "Agreement"), is made effective as of March 13, 2025, ("Effective Date"), by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the D.C. Department of Housing and Community Development (hereinafter referred to as "Department," "DHCD" or "Grantor") and Housing Counseling Services, Inc., a District of Columbia non-profit corporation Grantee [DUNS No. Unique Entity Identifier (UEI) NA6MQB4FM3C1] (hereinafter referred to as "Grantee") with its principal place of business at 2410 17th St NW Ste 100 Washington DC 20009. Grantor and Grantee shall be collectively referred to herein as the "Parties."

RECITALS

1. The Department with offices at 1909 Martin Luther King Jr Avenue SE, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975, D.C. Official Code§ 6-1001 *et seq.*, and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Department is authorized to fund community based non-profit organizations that provide housing counseling services for low- and moderate-income persons.

3. On June 7, 2024, the Department published a Notice of Funding Availability ("NOFA") in the D.C. Register, which announced the forthcoming issuance of the Fiscal Year ("FY") 2025 Request for Applications ("RFA") for the Neighborhood-Based Activities Housing Counseling Services Program ("HCSP"). The RFA was issued on June 21, 2024, that solicited applicants to provide services to District of Columbia ("District") residents as a part of the Department's HCSP. HCSP includes Public Services ("PS"), and Non-Public Services ("NPS") as defined in Section I herein. U.S. Department of Housing and Urban Development ("HUD") approved counseling agencies employing one or more certified HUD counselors are eligible to provide both PS and NPS services, while organizations which do not have HUD approval status may provide PS services only. The RFA included an opportunity for applicants to provide one or more of seventeen (17) services listed in the RFA. These services include HUD-approved counseling in keeping with 24 CFR 5.100 and related Federal regulations (in 2 CFR Part 200, and 24 CFR Part 214) as well as services related to local DC programs which are administered by the Department. The RFA and the requirements set forth therein are also incorporated by reference herein.

4. The Grantee's RFA application demonstrates that its organization possesses project management, and organizational and administrative capacity to successfully perform as a nonprofit grant subrecipient under the Department's HCSP, and accordingly DHCD has determined to award a grant to the Grantee in FY 2025 ("25" or "2025").

5. The Grantor proposes to fund HCSP grant activities in FY 2025 from its allocation of Community Development Block Grant ("CDBG") funds authorized by Title I of the U.S. Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), 24 CFR Part 570.

6. As a condition precedent to disbursement of the Grant proceeds to Grantee for the sole and exclusive purposes described in Exhibit A (which includes the "Statement of Work" and the approved "Workplan", both attached hereto and made a part hereof), the Department requires that Grantee enter into this Agreement setting forth the terms and conditions of the Grant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are hereby incorporated by reference and made a part hereof.

Section I. **Definitions.**

A. As used herein, the following terms shall have the meanings indicated:

a) **Fiscal Year**: All references to Fiscal Year(s) ("FY") herein refer to the District Government fiscal year which is October 1st to September 30th
b) **Neighborhood Revitalization Strategy Area** ("NRSA") refers to the HUD approved areas of Wards 7 and 8 which have been designated as strategic areas for revitalization. Services to Ward 7 and Ward 8 regardless of whether Public Service or Non-Public Service, attributed to the NRSA.
c) **Non-Public Services** refers to 24 CFR 5.100 counseling services provided to clients in connection with the purchase of a specific home. All other 24 CFR 5.100 counseling is Public Service.
d) **Public Services** refers to all other services and may include group training and/or one on one counseling.
e) **Performance Periods**: The Performance Period is defined as the start date and end date for which Grant funds are awarded to execute an approved Workplan and Statement of Work in keeping with the RFA for FY 2025. (See Section IV below.)

Section II. **Exhibits.**

The Exhibits listed below and the terms and conditions of the same are incorporated herein and made a part of this Agreement.

A. Services to be Provided
- Statement of Work
- Section 3 from the FY 25 RFA: Services
- Workplan as approved by the Grantor

B. Budget
- Schedules A (3-1) and A (3-2) for the First Performance Period

C. Required Reporting Forms
- Monthly Performance Report on group trainings/orientations/workshops and one on one counseling (in connection with the Statement of Work and Workplan), as well as reports on DHCD certificates issued, outreach and marketing activities, and upcoming group trainings.

- Quarterly Beneficiary Data and Demographics for each of the following (a) PS, (b) NPS, and (c) NRSA activities.
- Quarterly Language Access Report (Optional)
- Quarterly Banking Report (as applicable)
- Quarterly Procurement Report (as applicable)
- Quarterly Submission of Minutes of Board of Directors Meetings

D Method to determine Client Eligibility for Services
E Budget Modification Form
F Drug Free Workplace Certification
G Service Area Eligibility
H Insurance Requirements
I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Section III. Grant Award

A. The Department shall make a Grant of the District's CDBG Entitlement Grant Federal Award No: B-24-MC-11-0001 ("CDBG Federal Award") to Grantee in an amount not to exceed Two Million Ten Thousand Dollars and No Cents ($2,010,000.) (the "Grant") and is allocated as follows:

Sources and Uses of Funds:

Public Service ("PS") [CDBG EN]	$ 1,024,810.56
Non-Public Service ("NPS") [CDBG EN]	$ 315,189.00
NRSAs Ward 7 and Ward 8 [CDBG EN]	$ 670.000.44
TOTAL CDBG [EN]	$ 2,010,000.00

Notwithstanding the source of funds designated above, the Grantor reserves the right to provide funding from another source(s). In all instances, applicable Federal and District laws and regulations shall apply regardless of the funding source. The Grant award shall be used to fund a range of services which HUD has defined as Housing Counseling Services: Public Services and Non-Public Services by a HUD Approved Counseling Agency ("HCA").

The specific Grant activities are described in Exhibit A (attached hereto) which includes
(a) the Statement of Work,
(b) Lines of Services - Section 3.2 of the Request for Applications (RFA), and

(c) The approved Workplan
(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

C. The Grant services will benefit low-and-moderate income persons living in the District of Columbia. In keeping with recent Presidential Executive Orders, Grantees should only use grant funds for US citizens and should maintain such documentation to prove citizenship.[17]

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as Exhibit B. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.

D. The Catalog of Federal Domestic Assistance ("CFDA") number is 14.218.

E. The Uniform Administrative Requirements for Federal Grants are applicable to this grant award and are available online at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1. Also, the Grantee must comply with the Community Development Block Grants regulations 24 CFR part 570 that govern this award and other related HUD regulations, which are incorporated herein by reference.

Section IV. Grant Term and Periods of Performance

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2025. During this term, there are two Performance Periods. The First Performance Period is the Effective Date to September 30, 2025. The Second Performance Period is October 1, 2025, to December 31, 2025.

Funding for each Performance Period is in the sole discretion of the Grantor and requires meeting all due diligence requirements prior to award.

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[17] Examples of such document may include copies of unexpired state issued Real ID identification or driver's license, unexpired US passport or US passport card, active duty Military ID, current Green Card or Naturalization documents with state issued photographic identification.

The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of Grant funds or other Grant assets.

Section V. Statement of Work/CDBG Eligible Activities/Eligible Costs/Business Operations

A. CDBG Eligible Activities

1. Grantee shall use the CDBG Grant proceeds solely to fund Grantor-approved service activities that are intended to provide services and empower low- and moderate- income persons in the District of Columbia to make informed housing choices and achieve their housing goals, whether it's finding affordable rental housing, purchasing a home or obtaining financial assistance for critical home repairs.

The best way to provide this critical information to a client in order to assist them in their decision-making process is to adhere to 24 CFR 5.100[18] [in which a HUD certified counselor conducts (1) intake (2) financial and housing affordability analysis with affordability calculation (3) an action plan and (4) follow-up counseling to implement the action plan and achieve its stated goals].

The Grant services to be provided are described in Exhibit A. This description includes the major tasks, activities and project deliverables to be provided under this Grant. The Grantor reserves the right to alter or change the District of Columbia program requirements including eligibility, services provided, service methodology, service delivery and program goals during the performance period.

The proposed Grant activities are CDBG eligible activities pursuant to 24 CFR 570.201(e).

2. Grantee shall sponsor outreach events that inform the community about the Grant activities and participate in other community events as requested by Grantor.

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[18] 24 CRF 5.100: "Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling."

3. The Grantee must retain records which demonstrate that each activity funded under this Grant is CDBG eligible and document the amount of CDBG funds expended for each activity. This includes the activity itself, the outcomes, and the records concerning beneficiaries in keeping with subsection (B)(2) below receiving services. Any authorizations needed together with beneficiary statistical information should be obtained by the Grantee during intake or registration. HUD does not grant exceptions or authorize the District to make exceptions to this requirement.

B. CDBG National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention of slums or blight; 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. The Grantee certifies that the CDBG-assisted activities to be carried out under this Agreement will meet the National Objective of primarily benefiting low- and moderate-income persons (limited clientele activities) in accordance with Federal and District Requirements. The minimum threshold requires that at least 51% of the households served with CDBG funding must be low- and moderate-income households; provided however, that a Grantee whose application claimed additional scoring points for agreeing to provide Grant services to more than 51% low- and moderate-income beneficiaries, must adhere to the percentage they elected in their application.[19]

In accordance with the Grantee's election in their Application for a grant award and for receiving additional points in scoring, the Grantee has agreed to exceed the minimum requirement and to serve at least 90% low- and moderate-income beneficiaries.

Note: This percentage cannot be decreased as it was used for scoring in a competitive round of funding.

4. The Grantee shall disclose to any client that services are provided free of charge by a Grant funded by DHCD using Federal funds and therefore the Grantee has certain reporting

[19] In responding to the RFA published June 21, 2024, applicants were given the opportunity to receive additional points in scoring for committing to exceed the CDBG minimum threshold to either a 75% minimum or a 90% minimum.

requirements in order to provide the Grant services free of charge. The Grantee shall use appropriate forms to obtain a client authorization, as required, to comply with the terms of this Agreement and to meet HUD reporting requirements,

C. Staffing

Where HUD requires services are to be provided by a Certified HUD Housing Counselor, the Grantee shall comply with that requirement and not permit services reserved to HUD certified counselors to be provided by others.

To the extent applicable, Grantee agrees to secure the services of qualified personnel that are licensed and bonded in the District of Columbia to perform the CDBG Federal Award activities and services listed in Exhibit A.

Any changes in personnel or their general Grant responsibilities as set forth in Exhibit A are subject to the prior written approval of DHCD. In this regard, it is essential that the Grantee immediately report terminations and proposed new hires to the Grantor.

D. Business Operations

1. Grantee shall observe business hours of operation onsite in their service location(s) that align with District Government hours of operation specifically Monday through Friday 9:00 am to 4:30 pm (DC holidays excepted)[20] and shall ensure that sufficient staff are on site at Grantee's place of business to carry out Grant services.

2. During the hours of operations, Grantee shall have live answered telephones for incoming calls. If the Grantee's phone system utilizes an auto-attendant function or voicemail, announced option to the caller must include an option to press a certain key (such as "0" for an Operator) to be connected to a staff person in real time who can answer and field questions, redirect a caller to a staff person who can address a caller's inquiries, or provide registration information. DHCD and other DC agencies such as the Office of the Attorney General may check Grantee's compliance with this requirement from time-to-time.

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[20] DC Holidays include New Year's Day, Dr. Martin Luther King, Jr. Holiday, Washington's Birthday, DC Emancipation Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Day.

E. Grantee may offer clients virtual appointments as well as virtual group informational or educational activities, but Grantee shall also provide clients an option for in-person services (including both in-person one on one appointments as well as some in-person group informational or educational activities.) The Grantee shall not refuse in-person services to DC residents.

F. Housing Resource Center (HRC) and Late Night Hours: As required by the RFA, "Applicants selected for the award shall participate (in a regular rotation) in staffing onsite at the Department's Housing Resource Center (HRC). The HRC provides services to DC residents by appointment and walk-ins." The HRC is located in the Grantor's offices at 1909 Martin Luther King Jr Av SE. The HRC coordinator, in conjunction with the Associate Director for Community Services, will develop a schedule in consultation with Grant subrecipients for staffing the HRC on a rotating basis on weekdays.

RFA applicants were awarded additional points in their score by committing to "Extended Office Hours." The options included providing office hours until 7:00 pm at least one (1) day a week in their office location and/or until 7:00 pm at least two (2) days a month in the HRC.

In accordance with the Grantee's selection in their Application for grant award and funding, the Grantee has committed to serve Extended Office Hours Extended Office Hours until 7:00 pm one (1) day a week in their office and one (1) day in the HRC.

Section VI. Disbursement/Required Support Documentation

A. Reasonable, Allowable, Necessary, Allocable

1. Grantee may request reimbursement for actual expenses incurred to provide services and as described in the Grant Budget (A 3-1 and A 3-2). Requests must meet all four criteria: reasonable, necessary, allowable, and allocable. (2 CFR 200.305)
   a. ***Allowable costs.*** Reimbursements are limited to the expenses directly related to activities supported by the grant activities and are subject to the regulations of the Federal and District Governments. Expenses related to activities should be necessary, reasonable, allowable and allocable.
   b. ***Limitations on allowable costs.*** A grantee may not use an indirect cost rate to determine allowable costs under its grant.
   c. Some ***Unallowable costs.*** Expenses that are not allowable include (but are not limited to) sales tax, late fees, debts, tips & gratuities, food, alcohol, controlled substances, cash reserves or investments, money given to individuals (including

donations, grants or loans), contributions to organizations, costs of fundraising, fund development, grant writing, advocacy, lobbying, and purchase of goods or services for personal use or benefit.

2. In addition, Grantee must demonstrate to the reasonable satisfaction of the Grantor that Grant performance milestones have been achieved. All requests for payment of eligible expenses shall be associated with the budget line items specified in Exhibit B (Budget Schedule A (3-1), estimated cost invoices and satisfactory Grant performance.

3. Grantees may not be reimbursed for expenses paid through Cash app or other similar peer-to-peer payment platforms, since such platforms create issues for recordkeeping, auditability, and compliance with grant regulations.

4. The Grantee shall not supplant funds or seek reimbursement for expenses that may be reimbursed by another grant (Federal, District, or private) either prior to or subsequent to reimbursement by the Grantor.

5. The Grantee must have the capacity for bookkeeping and accounting services required to track Grant expenses and create payment requests in keeping with Federal and District requirements, either on staff or by a third-party contractor.

6. The Grantee shall create and submit payment requests in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the Grantee to create and submit invoices by selecting the applicable purchase order number which is listed on the Grantee's profile.

7. All Grantees must be registered in the portal prior to invoice submission. The vendor portal website is **https://cfo.dc.gov./supplier_portal**. Please log onto the portal for further details and instructions. Questions can be submitted to **suppliers@dc.gov**.

B. Form of Submission of Payment Requests

1. The cover sheet to the reimbursement package must be the 30A Form of the Department [RCSD DHCD 306A Revised October 2024]. No other cover sheet is needed. This form should contain the Purchase Order Number, the IDIS Number, and the Partial Payment Number in accordance with Department's guidelines.

Payments requests are contingent upon certification by the Grantee in the following form as contained on the 306A (RCSD DHCD 306A Revised October 2024). The Certification is to be made by the chief executive officer, or the chief financial officer or the chief operations officer if the Governing Board has authorized this officer to act on behalf of the board to sign.

"I certify that all items, quantities and prices of work and material shown in the requisition are correct to the best of my knowledge and belief. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information , or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812." (2 CFR 200.415)

2. Page 2 and Page 3 shall be the Reimbursement Request A 3-1 and A 3-2.

3. Page 4 shall be the Invoice Cover Sheet with:
   a. A unique identifier (e.g. a row number or brief alphanumeric code) shall be assigned by the Grantee to non-personnel invoices and with the same unique identifier marked on each and every supporting document (e.g. receipt, proof of payment, cancelled checks, contracts, scopes of works, services rendered, vendor statement or document, Grantee's notes) submitted. The unique identifier shall be listed on the invoice cover sheet.
   b. Vendor's name
   c. Remittance address
   d. Invoice number
   e. Invoice date
   f. Contract number (also known as Grant Number)
   g. Purchase order number (if any)
   h. Invoice Amount
   i. The Amount which the Grantee is requesting reimbursement
   j. Quantity of goods/services delivered. Deliverables. Shipping and payment terms
   k. Other substantiating documentation that justifies and supports the payment request.

4. Page 4 and subsequent pages as needed shall include the supporting documents for the reimbursement request including signed timesheets, payroll reports, invoices from vendors marked as described above. (See Section E below.)

C. HUD Related Requirements

1. Federal regulations require that reimbursement under the Grant is tied to (a) beneficiary data reporting and (b) program performance. Failure to meet reporting deadlines for performance and/or beneficiary service data will suspend temporarily the processing of Grantee payment requests. Staff unavailability does not waive the requirement to meet reporting deadlines, and Grantee shall ensure that adequate staff are trained or cross-trained to prepare and submit reports timely.

2. The Grantee should be aware that HUD maintains an *Integrated Disbursement and Information System* ("IDIS"), a database in which the Grantor must make reports during the performance period on each Grantee's account. HUD flags subrecipient accounts when reporting is not provided by a deadline. Such a flag shall constitute a default. Multiple flags or failure to meet the conditions for HUD to remove a flag may result in suspension or termination in keeping with Section XII (C) of this Agreement.

D. Schedule for Submission of Reimbursement Requests

1. Requests for reimbursement shall be submitted in a timely manner by the date due. Failure to meet a deadline shall constitute a default.

2. On the 10th day of each month, the Reimbursement Request shall be for the prior month; provided however, the September reimbursement request must be submitted earlier in October on the date specified by the Office of the Chief Financial Officer of the District of Columbia, which is usually between the 5th and 7th day of October. *(Grantee may wish to use other funding sources for the late September payroll to facilitate meeting the deadlines.)*

3. In order to close-out the grant by September 30th, the October request should be the only request submitted in September.

4. The monthly schedule for submission is as follows:

Month	Due Date
March	April 10th
April	May 10th
May	June 10th
June	July 10th
July	August 10th
August	September 10th
September	October 5th or 7th as specified by the DC CFO
October	November 10th
November	December 10th
December	January 10th
January	February10th
February	March 10th

5. As applicable, expenses incurred pursuant to a project commitment in IDIS that has been approved by the Grantor and are otherwise eligible for reimbursement at the Grantor's sole discretion, may be reimbursed, regardless of when those expenses were incurred.

E. Source Documentation

1. All costs and obligations incurred under this Grant Agreement must be supported by source documentation (e.g. invoices, receipts, contracts, canceled checks, etc.). Documentation may also include approved time distribution sheets and certified payroll reports for employees and contracts.

2. The Grantee must satisfy all documentary requirements to the reasonable satisfaction of the Grantor prior to the disbursement of Grant funds.

F. Requirements Applicable to Disbursed Funds/No Escrow

1. Grantee shall not escrow Grant funds. However, nothing shall prohibit the Grantee from supplementing funding for these activities from other sources including other grants, funders or donors.

2. Any cash advances disbursed pursuant to this Agreement must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate

cash requirements of the Grantee in carrying out the purpose of the Grant. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct Grant program or project costs and the proportionate share of any allowable indirect costs.

3. If at any time it is determined that more Grant funds are disbursed to Grantee than what was required by the Grantee's immediate disbursement needs, Grantee shall immediately return to Grantor the excess funds.

4. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations or fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee.

G. The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect cost rate, as further described in Section (C)(4) and Section (C)(5) (Reporting Requirements) below.

H. In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant proceeds within three (3) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant proceeds, unless another date shall be agreed to be the parties in writing. The Grantor reserves the right to recover such losses by any legal remedy available.

Section VII. Budget Modifications

A. Any amendments to the budget (change in the amounts specified in the individual cost categories set forth in Exhibit B). may be approved by the Grant Administrator, so long as the total amount of the budget is not exceeded.

B. Any increase in the total Grant amount must be approved by the Director of the Department. If the change is made at the request of the Grantee, the request shall be in writing dated and shall be submitted on a Budget Modification Form, attached hereto as Exhibit E.

1. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and dated using the appropriate excel format or the appropriate online portal if available.

2. The Grantee shall make modification requests by June 1st, to allow sufficient time for processing prior to the start of the fourth quarter of the fiscal year. No more than two modifications may be required in the performance period. Requests for modification to the budget shall not be approved after June 1, 2025, except for extenuating circumstances specified in writing, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion.

3. The Department will not approve reprogramming of personnel funds for positions not filled in compliance with this Agreement and Grantee's personnel policies submitted to Grantor. If at any time DHCD requires a more detailed budget breakdown than the one contained herein, the Grantee shall provide such supplemental budget information in a timely fashion and in the form and content prescribed by DHCD.

Section VIII. Conditions Precedent to Grant Closing and Grant Disbursement

Grant closing shall mean the date on which Grantee has satisfied all conditions precedent to execution to the satisfaction of the Grantor, at which time both parties have executed and delivered the Grant Agreement. No Grant proceeds shall be disbursed prior to Grant closing.

The following conditions must be met prior to Grant closing:

A. Eligibility Determination. Determination by the Grantor that Grantee's proposed Grant activities meet eligibility and national objective requirements specified by the CDBG Program regulations at 24 CFR §§ 570.200 through 570.209. Grantor has determined that the proposed Grant activities are eligible for CDBG Program funding pursuant to 24 CFR 570.201(e) (provide housing counseling services to low- to moderate-income households).

B. Environmental Clearance. Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historic preservation reviews, and HUD has issued an approval of the release of funds.

C. Due Diligence Submissions. The following items must be delivered to DHCD for approval prior to Grant execution and Grant closing:

1. Articles of Incorporation, organizational by-laws and certification of nonprofit status.
2. Board/Corporate Resolution, memorializing
   a. the Grantee's intent to enter into this Agreement
   b. identifying the total Grant amount of the award
   c. identifying the Grant Number
   d. identifying the funding source(s) of the award, and
   e. identifying the authorized person by name and title who is authorized to sign on behalf of the corporation to enter into this Agreement.
3. Certificate of Good Standing
   a. issued by the DC Department of Licensing and Consumer Protection (DLCP)
   b. certified within 6 months of the Effective Date of this Agreement.
4. Certificate of Clean Hands
   a. issued by the DC Office of Tax and Revenue (OTR)
   b. certified within 90 days of this Agreement.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia to carry out the Grant activities.
6. Evidence that Grantee has obtained insurance, as provided in Exhibit H. If the renewal period for any insurance requirement occurs during the Grant performance period, the Grantee is required to submit to the Grantor evidence (Certificate Of Insurance) of insurance renewal to cover the remaining Grant performance period.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Effective Date.
8. An Affirmative Action Plan ("AAP") must be submitted by the Grantee for review and approval by the District prior to Grant execution and the disbursement of any Grant proceeds. The AAP shall be in a form to be determined by the District and must detail the Grantee's efforts to comply with the District's goals for achieving equal employment in District government contracts and set forth specific standards for the utilization of minorities in all job categories, as required by Mayor's Order 85-85 and District law.
9. Drug-free Workplace Certification (Exhibit F).
10. Debarment affidavit and verification confirming that Grantee is not debarred or suspended or otherwise excluded from or ineligible for participation in federal or District assistance programs under Executive Order 12549 or District law.

D. Opinion of Counsel. Grantee shall submit a written opinion of the Grantee's attorney, which states that the attorney has read the Grant documents and that the Grantee:

- Is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary.
- Has the full authority and legal right to carry out the terms of this Grant Agreement and all documentation required hereunder to be executed by Grantee; and
- Has taken all actions to authorize the execution, delivery and performance of this Grant Agreement and any documents required to be executed in connection with the Grant according to their respective terms

The Opinion shall further state that none of the aforesaid actions, undertakings or agreements violate any restriction, term, condition or provision of the Grantee's organizational documents or any contract or agreement to which Grantee is a party or by which it is bound. The Opinion must identify the Grant Agreement by name and Grant number, and the counsel must specifically identify the documents upon which the Opinion is based.

E. Current on District Obligations. Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant, including all local taxes and charges affecting Grantee's business.

F. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Proceeds, including, but not limited to the Council of the District of Columbia and the Chief Financial Officer of the District of Columbia.

G. Clearance Approval issued by the DHCD Office of Program Monitoring.

Section IX. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. The Grantee shall cure all report deficiencies identified by the Department and resubmit for approval by the Grantor within 14 calendar days of the notification. The requirements of monthly and quarterly reports [VII.(A) and (B) are in Exhibit C.]

A. Monthly Reporting

Monthly Performance Reporting. The Grantee shall use the online reporting portal provided by the Grantor and shall provide a complete performance report by the 10th day of each month reporting on Grant activities, accomplishments and performance of the prior month. Failure to submit the report by the tenth day of the month following the end of each

month shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

B. Quarterly Reporting

On the 10th day of January, April, July, and October, the following quarterly reports for the previous three months shall be due and provided by the Grantee in the form and method required by Grantor:

1. Quarterly Report on **Beneficiary Data and Demographics** (separate reports for PS, NPS and NRSA).

2. **Banking Report** (as applicable)

3. **Non-expendable Equipment Inventory Report** (as applicable) (the purchase or lease of non-expandable equipment). The purchase of all computer equipment must have prior approval from the Department.

4. **Procurement Report** (as applicable).

5. Copies of the **Minutes of the Board of Directors** meetings, which took place during the previous quarter; and

6. **Language Access Report** (optional) – If services are provided in languages other than English, we encourage a language access report to be made.

Failure to submit any or all Quarterly Reports by the tenth day of the month following the end of a quarter shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

C. Additional Report Requirements

The following reports are due to the Department within the timeframes indicated below. If these documents were previously submitted, they must be updated and resubmitted.

1. Fringe Benefits Report

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects funded from the proceeds of this Grant shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefits rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the change. The report shall be submitted to DHCD within fifteen (15) days of Grant execution.

The fringe benefits rate for any personnel costs funded by this Grant shall not exceed 20% of the base salary rate indicated in Schedule A Form A (3-2) of the budget (Exhibit B).

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to the date of the Offer Letter.

All personnel costs approved under this Grant Agreement must be filled within ninety (90) days of Grant execution or within ninety (90) days of the vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than ninety (90) days, whether intermittent or consecutive, at any time during the Grant period may result in the loss of funds for the position.

Grantee must submit transcripts of training or continuing education for individual staff and counselors to the Grantor.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with CDBG funds, in accordance with the requirements specified in 2 CFR Part 200 (Exhibit D). The property inventory list must include, at a minimum, a short

description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

a. The Grantee shall submit a budget and Cost Allocation Plan showing its direct and indirect costs and the allocation of such costs to the Grantee's activities, including the administration of the activities and services provided under this Agreement. The plan must show all allowable and unallowable costs and how such costs are included in the direct and indirect costs in accordance with 2 CFR Part 200.

b. A current Cost Allocation Plan must be submitted no later than thirty (30) days following Grant execution.

c. The Cost Allocation Plan must include all sources of funding for the Grantee, including this, Grant and to which program/cost centers each source has been applied using the Grantee's chart of accounts (referencing individual budgetary line items).

The Grantee must provide:
i. the total amount of funding from each funding source,
ii. the total staff employed by the Grantee, regardless of funding source, staff allocation per grant/program and the estimated percentage of time spent per grant program.

d. As required by HUD, the Cost Allocation Plan is subject to approval by the Grantor. The Grantee shall cure any defects or omissions in the Cost Allocation Plan within 60 calendar days of the notice to cure.

e. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. The waiver request must detail the reasons for the waiver request and include a copy of the relevant audited financial statements.

f. Claims for reimbursement of documented Grant expenses shall comply with 2 CFR Part 200 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.

5. Indirect Cost Rates

a. Grantees may request reimbursement for indirect costs based on their Cost Allocation Plan. The Cost of Allocation Plan must be reviewed and approved by the Grantor. The Grantee is required to keep records of the expenses charged to the Indirect Cost Rate for monitoring and close-out.

Grantees with Indirect Cost Rates are required to use their indirect cost rate. Grantees with provisional rates must demonstrate the rate is not expired or that it is currently used by a Federal Agency in awarding Federal funds to the Grantee during the current Fiscal Year. Other Grantees may use the Federal *de minimis rate* of 15%. In either case (*De Minimis rate* or Federally Approved rate), Grantee shall maintain records (available during monitoring, or close-out or upon request) indicating which costs in the cost allocation plan and the dollar amount have been attributed to the Indirect Cost.)

Indirect cost rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with supporting documentation. DHCD will not make adjustments to indirect cost rates after June 1st.

The Grantor does not issue or award Indirect Cost Rates.

Grantees who wish to obtain a Federally authorized Indirect Cost Rate are encouraged to contact the "Cognizant Agency" which is the US Department of Health and Human Services.

b. For all personnel costs funded under this Agreement, Grantee must maintain documentation for use of indirect cost funding and provide the same when requested for verification of expenditures in keeping with the approved cost allocation plan, including, but not limited to cancelled checks, employee signed and supervisory approved employee time sheets, invoices and bank records.

c. Expenses charged to an indirect cost rate must be accompanied by and cross-referenced to and reconciled with an independent audited financial statement, which accounts for all (grant funded and non-grant funded) activities by the Grantee during the fiscal year in which the indirect cost rate is based.

6. Organizational Audit

Grantee must submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year.

Note to All Grantees: All Grantees must ensure their financial records are available for review or audit by appropriate officials of the Federal Government and the District Government.

7. Auditor's Management Letter.

Grantee shall submit an auditor's Management Letter to the Grantor at the time it submits the annual audit.

8. Procurement Policy. Accounting Policies and Procedures. and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution, the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of the Grant. These policies and procedures shall be in accordance with the requirements of 2 CFR Part 200. The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

If the Grantee has previously submitted these documents, and the documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a certified statement (the "Re-certification Letter") to the Grant Administrator indicating when the most current document was submitted to the District and certifying that no changes to these policies and procedures have since been made.

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D. Summary of Report Deliverables and Receipt Due Dates:

	Report	Receipt Due Date
1	Monthly Performance Report	No later than the 10th day of each month
2	Quarterly Beneficiary Data	No later than January 10th, April 10th, July 10th and October 10th – a separate report for each use: PS-NPS-NRSA
3	Language Access Report (Optional)	No later than January 10th, April 10th, July 10th and October 10th
4	Fringe Benefits Report	Within 15 days of Grant execution
5	New Hires/New Employees Information (Job Description & Resume) HUD certificate if certified counselor	10 Days prior to the Offer Letter of Employment being sent to the candidate
6	Notice of Vacant Position	Within 10 days following the vacancy
7	Non-expendable Equipment Report	Within 15 days of Grant execution and quarterly thereafter
8	Procurement Policies and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
9	Accounting Manual and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
10	Cost Allocation Plan (based on and tied to the most recent audit)	Within 30 days of Grant execution
12	Independent Financial Audit	Within 90 Days of the Close of the Grantee's Fiscal Year

	Report	Receipt Due Date
13	Single Audit Report (if applicable)	Within 30 Days of submission to the Federal Audit Clearinghouse
14	Auditor's Management Letter	Submitted with the submission of the Audit
15	Requests to revise Budgets and/or Workplans	Prior to the 1st day of June
16	Grantee's Close-Out Report (Section XV.) Inventory Report & Annual Report	Within 90 Days of the end of the Term of the Grant.
17	HUD 9902	Within 30 Days of Submission to HUD
18	HUD Monitoring Report	Within 30 Days of Receipt from HUD monitor or the HUD intermediary monitor.

Section X. Accounting/Audit Requirements

A. Accounting System

1. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in Exhibit B.

2. Accounting records should be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.

3. Any funds provided to the Grantee or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest-bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

Grantee shall submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year, contingent on the following:

1. Grantees receiving an aggregate of $1,000,000 or more from all funders in Federal funds must in accordance with Federal regulations obtain an independent audit (Single Audit Act of 1984 , Single Audit Amendments Act of 1996, and 2 CFR Part 200). A standard audit may be supplied pending the completion and submission of the Single Audit.

2. Grantees:
   (a) Required to be audited by any State or political subdivision(s) thereof (whether by statute or regulation) or
   (b) Who conduct an audit to submit to any government or private funder, or foundation or corporate funder or
   (c) Whose governing body or senior management obtains an audit,

   shall be required to submit that audit to the Grantor upon receipt of the same.

If the Grantee is not audited in accordance with (1) and (2) above, the following shall apply:

3. A Grantee whose corporate entity receives or expends less than $999,999 as reported to the Internal Revenue Service in the 990 Tax Return without amendments, deletions or summarized details must file with the Grantor a financial report prepared by an independent Certified Public Accountant and certified by the same that contains:
   - income statement or Statement of Activities,
   - balance sheet or Statement of Financial Position,
   - statement of Functional Expenses by program or cost centers such statement to break out separately the Grantor's funding by Grantor's program(s) separately from all programs or cost centers used.
   - statement of cash flows, and
   - independent review and certification of the financial statements including a review of the management's financial internal controls.

   In addition, the nonprofit organization must file a biennial audit that covers both years within a biennial period. See 2 CFR Part 200, Subpart F.

4. The Grantee shall fully clear any deficiencies noted in the audit reports within sixty (60) days after receipt by the Grantee.

5. . Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default of this Grant and may result in the withholding of future payments and/or debarment from participation in future Grants.

Section XI. Grant Administration

The Grant Administrator is:

William Winston
Associate Director for Community Services
DC Department of Housing and Community Development
1909 Martin Luther King Avenue SE, Room 304
Washington, D.C. 20020.

The telephone number is (771) 208-9628. All concerns regarding the technical implementation and interpretation of this Grant are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line-item changes and terms) where there is no dollar increase.

Section XII. Repayment of Grant Funds/Grant Performance Monitoring Default and Remedies

A. HUD Monitoring

The Grantee is subject to monitoring by HUD and agrees to provide all required information, data, records, files including client files, case notes, correspondence and emails, reports, beneficiary data, performance data, financial records, supporting documentation, to satisfy HUD monitoring. Notwithstanding the date of a finding by HUD, should HUD make a finding, the Grantee shall be responsible to cure the defect, and should HUD require repayment of Grant funds for any reason to the Federal Government, the Grantee shall be responsible for repayment in the amount specified by HUD. Repayment shall be made to the District of Columbia and by the District to the Federal authority in satisfaction of the HUD requirement. HUD monitoring is not confined to the performance period but extends through the record retention period provided in Section XV.

B. Grant Performance Evaluation

1. DHCD will monitor the performance of the Grantee to ensure that the goals and performance standards stated in the Statement of Work and Work Plan and RFA are being achieved according to schedule and within budget.

2. All records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. Grantee shall make timely submission of all information and/or records requested by DHCD or HUD to assess performance under the Agreement.

C. Suspension or Termination of Grant Assistance

1. In accordance 2 CFR 200.340 and 200.341 and 200.343, suspension or termination of CDBG Grant assistance may occur according to the Default provision in subsection D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner.

2. If Grantee fails to correct the substandard performance within thirty (30) days after receiving written notice from DHCD, suspension or termination of this Agreement will be initiated.

3. In accordance with 2 CFR 200.340(a), suspension or termination of Grant assistance may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

Subject to any applicable notice requirement and right to cure, the occurrence of any of the following shall constitute an event of default:

1. Failure to comply with any of the CDBG Program rules, regulations or provisions referred to in this Agreement, or such other Federal or District statutes, regulations, executive orders, District of Columbia mayoral orders, HUD rulings, policies or directives applicable to this Grant:

2. Failure to comply with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement.
3. Substandard performance by the Grantee or any of its agents under this Agreement, as determined in the sole and reasonable discretion of DHCD; or
4. Improper use of funds provided under this Agreement.

A determination of default shall be made in the sole and reasonable discretion of DHCD.

E. Remedies for Default

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of a written notice to the Grantee, Grantor may take one or more of the following actions, as determined in its sole discretion:

1. Terminate and suspend further disbursement of any remaining Grant assistance.
2. Disallow all or part of the cost of the activity or action that is not in compliance with this Agreement.
3. Wholly or partially suspend or terminate the current Grant award; or
4. Take other legal remedies that may be available.

F. Termination for Convenience

The Grant may be suspended or terminated on the basis of convenience as provided in 2 CFR 200.340(a).

G. Reversion to DHCD of Grant Assistance

1. Upon default by the Grantee under the terms of subsection D above, which has not been cured, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request the following:

i. Any Grant funds in its possession (whether or not committed),
ii. Any accounts receivable attributable to the use of Grant funds; and
iii. The portion of any income directly generated by (or the prorated proportion of) Grant funds for the activities described in this Agreement.

2. Upon final completion of the projects and activities for which CDBG funds have been provided by DHCD, expiration of the term of this Agreement, cancellation, or determination of this Agreement, the Grantee shall transfer any unspent, excess or surplus CDBG Grant funds, to include accounts receivable attributable to the use of the CDBG funds.

H. Grantor Non-Waiver

DHCD's delay or failure to act with respect to a breach by the Grantee does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section XIII. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, and 2 CFR Part 200, as deemed applicable by the Grantor. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Fund Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Organizational Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter arising from this Grant Agreement.

D. Cancellation Ceiling

In the event of cancellation of the Grant because of non-appropriation of funds for a specific fiscal year, there shall be a cancellation ceiling of zero dollars.

E. Anti-Deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, Grantor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code§ 47.105. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-Deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section XI. of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements.
2. Performing technical evaluations as required.
3. Interpreting the Statement of Work and other language in the Grant.
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with the District and other laws and regulations applicable to the Grant.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

Marian Siegel
Executive Director
Housing Counseling Services, Inc.
2410 17th Street, NW
Washington DC 20009
(202) 667-7006
mariansiegel@housingetc.org www.housingetc.org

H. Misuse of Grant Funds

Any alleged fraud, waste, abuse or mismanagement of Grant funds shall be immediately reported to the Grantor and the District of Columbia Office of the Inspector General ("OIG"). The OIG may be reached at (202) 724-TIPS (8477) and (800) 521-1639 or at oig.dc.gov

I. Nonassignability

Grantee will not sell, assign, pledge or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

Section XIV. Insurance

A. The Grantee shall obtain at least the minimum insurance coverage set forth in this Section XIV. and Exhibit H prior to the Effective Date and keep such insurance in force, as may be applicable, throughout the Grant period of performance.

B. Fidelity Bond: The Grantee must procure Fidelity Bond coverage in an amount equivalent to the total Grant budget. Pursuant to 2 CFR Part 200, Fidelity Bond coverage is required to protect the District's interest in the dollar amount of the Grant. Should Grantee be unable to procure a Fidelity Bond, Grantee shall submit proof that it has obtained general liability insurance that covers internal employee criminal activity or directors' and officers' liability insurance.

Section XV. Records Retention/Access

A. Records Retention

The Grantee shall retain all records demonstrating compliance with CDBG requirements and that are pertinent to this Grant for no less than five (5) years from Close-out of this Grant Agreement, including any extension thereof made in accordance with Section XVI. [Option to Extend] and including but not limited to Close-Out in IDIS of any HUD requirements. See Exhibit 5.1 in this link: https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-5.pdf

B. Extension of Retention Period

Notwithstanding the foregoing retention requirement in paragraph A above, if any litigation, claim, HUD monitoring or audit is initiated before the expiration of the retention period, records shall be retained for a period of not less than four (4) additional years following completion of the actions and resolution of all proceedings (e.g. litigation, claim, HUD monitoring or audit) involving the records.

C. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility, progress and achievement toward program goals and secure such records in a manner subject to applicable privacy laws. Such data may include, but is not limited to, client name, address, income level, case notes, correspondence and a description of service(s) provided. The Grantee shall use software which is HUD compliant to maintain client records. The Grantee shall transmit client records and files in a manner that is compliant with HUD's Personally Identifiable Information (PII) requirements.

D. Access to Records

All Grantee books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Grant funds shall be made available to the Department, HUD, its designee, representatives of the Inspector General of the District of Columbia or the Office of the DC Auditor at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.

E. National Objectives

The Grantee agrees to maintain documentation that demonstrates that the activities carried out with CDBG funds provided under this Grant meet the CDBG national objective of benefiting low- and moderate-income persons, as defined in 24 CFR part 570.208.

F. Copyright

If this Agreement results in any copyrightable material or inventions, DHCD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Section XVI. Federal and District Public Policy Requirements

Grantee shall fully comply with the following Federal and District policy requirements, as deemed applicable by Grantor:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federal-assisted and federal conducted programs and activities .

C. The requirements of Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

D. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.-) and implementing regulations at 24 CFR I part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

E. The requirements of Executive Order 11246, as amended by Executive Orders 11375. 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

F. The Conflict of Interest provisions of Federal and District laws strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of Federal funds to comply with 2 CFR 200.317 to 200.327 and

any sections of Title of 24 the Code of Federal Regulations concerning CDBG funding which are more restrictive than the Uniform Guidance Code for use of CDBG funds. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within (fifteen) 15 business days of execution of the Grant Agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict-of-Interest declarations to be executed by each employee and board member.

G. The Hatch Act. Chapter 15 of Title V. United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

H. The National Environmental Policy Act or other legislation implemented by 24 CFR part 58.

I. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement as Exhibit F.

J. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991H FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.

2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any grant,

or the entering into any extension. continuation. renewal, amendment of modification of any grant.

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and

c. He or she will include the language of the certification in all sub- grant awards at any tier and require that all recipients of sub-grant awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this Grant imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure, as the applicable grant shall so provide.

K. The Americans with Disabilities Act of 1990 (ADA) - Notwithstanding anything contained herein to the contrary, during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

L. The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are applicable pertaining to economic opportunities for low and very low-income persons. 24 CFR part 135.

M. First Source Program - Contractors and subcontractors of a government-assisted Project totaling $300,000 or more must comply with the District's goals for the recruitment, referral and placement of District residents. See D.C. Law 5-93, as amended, D.C. Official Code§ 2-219.01 et seq.

Section XVII. Close-Out Provisions

Activities and tasks during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor, and determining the custodianship of records (which shall remain the responsibility of the Grantee unless a determination is made otherwise). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over District appropriated funds and the record retention period, whichever is longest. Grantee shall submit the following items within the time frames indicated in this Section after completion of Grant activities or expiration or termination of this Agreement.

1. All activities are eligible, were completed and met a national objective.
2. All grant funds were expended in full, or all remaining funds are to be returned to Grantor.
3. All reporting requirements were completed and submitted (except for the final report that is submitted during the closeout process).
4. Any special conditions were met; and
5. All deficiencies or corrective actions affecting the Grant were resolved.

A. Grant Close-Out Report

The Grantee shall submit to the Grantor a Grantee's Close-Out Report ("Report") within ninety (90) days after expiration of the Grant term, termination of the Grant, or final payment for activities under this Agreement, whichever occurs later. This Report, at a minimum, shall include a narrative of the Grantee's completed tasks based on the activities, performance measures and goals set forth in the Statement of Work. The Report shall be completed using a form provided by the Grantor. The Grantee shall provide any information or data Grantor requests for Close-Out. In the Grantor's sole discretion, the reporting provided during the term of this Agreement may be accepted in lieu of the Grantee's Close-Out Report if those reports contain all information required in this section.

B. Documentation of Expenses

Within ninety (90) days after the expiration of the Grant, the Grantee shall provide to Grantor documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses.

C. Equipment Inventory

The Grantee shall submit to Grantor a list of all furniture, fixtures, equipment and vehicles purchased with Grant funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with 2 CFR Part 200.

D. Audit

The Grantee shall submit an audit or financial statement, as applicable, and as provided in Sections IX and X. of this Agreement.

E. Transfer of Records

Grantee shall, within ninety (90) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

F. Grantee's Obligations

The Grantee's obligations to DHCD remain in effect through the period of record retention as stated in Section XV.

Section XVIII. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion, and if legally permitted, extend the term of the Grant no more than two (2) times for one-year terms, or any fraction of one year, or multiple successive fractions thereof.

B. Grantor will endeavor to provide Grantee a preliminary written notice of its intent to extend at least thirty (30) days before the end of the Grant Term. The preliminary notice does not commit the District to an extension or authorize additional Grant funds to Grantee.

C. Any extension of this Grant is contingent upon the appropriation of funds for the applicable time period. However, the availability of funds shall not obligate the District to extend the Grant.

Section XIX. Total Agreement

The Grant Agreement, including specifically incorporated documents (to include the approved Statement of Work, the Work Plan, the approved Budget and the Grant attachments) constitute

the total and entire agreement between the Parties. Grantee understands and agrees to comply with the incorporated references contained in this Agreement and all applicable District and Federal laws and regulations.

Section XX. Applicable Law.

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia, unless otherwise controlled by federal law. In any proceeding relating to this Grant Agreement, each of Grantor and Grantee, hereby irrevocably submits to the jurisdiction of the Courts of the District of Columbia for the purposes of any suit, action or proceeding arising out of or relating to this Grant or transactions contemplated hereby.

Section XXI. Severability.

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XXII. Amendment.

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Grant activities, or the amounts specified in the Budget without the prior written approval of Grantor. The Grantee may request in writing approval of any proposed change to the Statement of Work or Workplan or the amounts specified in the eligible cost categories of the Budget and shall provide adequate supporting information and a revised budget along with its request. All such requests must be signed and dated.

Section XXIII. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or fully, by the Department.

1. The written or printed materials must include the authorized DHCD logo.

2. Written or printed materials include, but are not limited to, newspaper, radio and television announcements or advertisements, websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.
4. Grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to Grantee.
5. Grantee must provide copies of all marketing materials, brochures, flyers and other materials that publicize grant-funded activities to Grantor via email at dhcd.occo@dc.gov

Grantee shall publicize, as appropriate, to its constituency through social media, print, and online postings, DHCD communications and events that are related to Grant supported activities.

Section XXIV. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code§ 2-531 *et seq.* provides for the disclosure of public information. Specifically, the law provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Official Code § 2-1701 (13).

This serves as your Notification that information /documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code§ 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXV. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, homeless status, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Sexual harassment is a form of sexual discrimination which is prohibited by the Act and Mayor's Order 2023-131 (Updated District Government Sexual Harassment Policy, Guidance, and Procedures), which is attached hereto as Exhibit I.

The prohibition against workplace sexual harassment extends to third parties doing business with or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies. By executing this Agreement, Grantee affirms that it will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1 I 00 et seq. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated.

Section XXVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addresses:

NOTICE TO GRANTEE:

Housing Counseling Services, Inc.
2410 17th Street, Suite 100
Washington DC 20009
Attn: Marian Siegel (Executive)

NOTICE TO GRANTOR:

D.C. Department of Housing and Community Development
Community Services
1909 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
Attn: Director

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTOR SIGNATOR PAGE]

DISTRICT OF COLUMBIA, a municipal Corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Colleen Green
Director

Legal Review:

Julia Wiley
Office of the General Counsel
Department of Housing and Community Development

3/13/25
Date

[Signatures continue on the next page]

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTEE SIGNATURE PAGE]

HOUSING COUNSELING SERVICES INC.
a District of Columbia non-profit corporation

Marian Siegel
Executive Director

3/17/2025
Date

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit A Services to be Provided

- Statement of Work
- Section 3.2 Services (from the FY25 RFA)
- Workplan as approved by the Grantor

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education and training services to support DHCD's housing programs and initiatives, and to promote compliance with District housing regulations. All of the services are intended to empower potential homeowners, actual homeowners, and tenants for the purpose of preserving of affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership; (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached workplan and performance measures. Marketing and outreach for the services provided is a activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of these service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling; (b)the Grantee's additional knowledge of the individual and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and it shall be maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow up and conduct a final assessment of the impact of the services provided. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for HPAP/EAHP/NEAHP
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program

A6: Income Certification for PADD Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B13: Technical Assistance for Coop and Condo Associations

CATEGORY C: TENANTS AND TENANT GROUPS
C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

SECTION 3: PROGRAMMATIC REQUIREMENTS

3.1 Eligibility for Federal Funding

The services in this RFA will be conducted through grant agreements using Federal funds (Community Development Block Grant (CDBG) and, as available, some District Funds. The Department will provide a full informational briefing to the awarded grantee(s) about the grant funding source's ongoing administrative and programmatic requirements. Whether grants awarded under this RFA are funded locally or with federal funds, all grants will be managed to the higher standards and requirements whether Federal or District.

Federal regulations have established national objectives requiring all CDBG-funded activities beneficiaries to be at least 51% low- and moderate-income persons or households. The national objective is achieved through "limited clientele benefit"—that is, by verifying the incomes of each beneficiary of the services provided. The applicant must demonstrate that it has the capacity and the intention to verify the household incomes of beneficiaries to meet the national objective of providing benefits to 51% of low- and moderate-income persons.

Client income certification is also an important element of ongoing program activity for many DHCD housing programs. (See Section 3) Applicants should review in detail the federal income requirements for programs, activities, and grantee (sub-recipient) eligibility under the Community Development Block Grant program regulations at 24 CFR 570. 200-210,

- https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-570/subpart-C?toc=1

and HUD Housing Counseling Program Regulations: 24 CFR Part 214,

ps://www.ecfr.gov/current/title-24/subtitle-B/chapter-II/subchapter-B/part-214?toc=1

3.2 Housing Services: Description of Housing Programs and Services

Please Note: Specifications and programmatic requirements may change from time to time during the award period at the discretion of the Department.

The following describes seventeen services in the Housing Counseling Program. These constitute the services for which the Department is seeking Applicants to provide services to DC residents. Applicants should select at least one service for which they are applying; however, the Applicant may select more than one. The Department is not obligated by the Applicant's selection to make an award. Applicants are responsible to demonstrate their capacity in their application to provide the services for which they have applied. Capacity includes staffing patterns including qualifications and experience, other funding resources, case management systems and programmatic activities. Historical data can also be considered in demonstration of organizational capacity. Applicants should be aware of Legal Citations noted throughout this section as well as the references to the Code of Federal Regulations (CFR).

Category A: HOMEOWNERSHIP

A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program
A6: Income Certification for the Property Acquisition and Disposition Division (PADD) Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY

B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B12: Legal Services for Seniors and/or Coop & Condo Associations
B13: Technical Assistance for Coop and Condo Associations
B14: Technical Assistance for Owners of Small Rental Properties

CATEGORY C: TENANTS AND TENANT GROUPS

C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

Each particular service has specific requirements described in the following pages. Applicants are expected to utilize this guidance in the performance of these services.

CATEGORY A: HOMEOWNERSHIP

Legal Citations Governing Program Area in Category A

Applicants to provide services in Category 1 should review in detail the following legal citations governing the District's homeownership programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for homeownership pursuant to the relevant citations.

- Home Purchase Assistance Program: DC Code 42-2601 and 14 DCMR, Chapter 25
- Employer-Assisted Housing Program: DC Code 42-2501 and 14 DCMR, Chapter 36
- Inclusionary Zoning: Legislation Pending, Bill 17 586, 17-618, 17-619

A1: HUD Housing Counseling
This activity is open to applicant organizations which are HUD approved employing one or more HUD certified counselor(s). Such counseling is often (but not exclusively) in the pursuit of homeownership or credit repair and improvement or to improve their housing condition.

Grantees of this service should be familiar with 24 CFR 5.100 and with 24 CFR 214.

Housing counseling is independent expert advice provided by a HUD certified housing counselor (24 CFR Part 214) customized to the needs of the client. It is aimed at addressing housing barriers and providing support to the client to achieve their housing goals. This counseling service must include: (1) intake (2) financial and housing affordability analysis (3) an action plan[2] and (4) follow-up counseling to implement the action plan and achieve its stated goals *(24 CFR 5.100).*

The action plan should identify the steps needed for the client to achieve his/her housing goals. These actionable steps include, but are not limited to, review of the client's credit report with explanations of its meaning and items that impact (or may improve) the credit score, creation of a budget and methodologies to track one's income and spending, debt reduction planning, and savings planning. Follow-up should track the client's progress toward the goals of the action plan. Other programs and services including group educational opportunities may complement the one-on-one counseling with a certified counselor. Counselors, therefore, may appropriately make referrals to programs and services as well as to group educational activities that support and implement the goals of the action plan.

Counseling organizations are required to maintain case files including items 1-4 above as stated in 24 CFR 5.100. It is critical that files with records and case notes be kept in such a way that if a client's counselor is no longer available, either temporarily or permanently, another certified counselor in the organization can understand based on the file the client's circumstances, action plan, progress and where the client is in achieving his/her housing goals.

Organizations providing this service should have working experience with credit counseling and repair, with consumer credit bureaus and consumer credit laws. Ideally, they should be familiar with creditor tactics, liens, judgments, repossessions, and other obstacles to credit improvement.

It is critical for the counseling organization to make efforts to keep the client engaged in the counseling process and such attempts and outreach should be documented in the case file.

In accordance with HUD requirements, counseling organizations may close files if a client does not respond to outreach efforts over 60 days. The last outreach attempt should document that the file will be closed as of a specific date if nothing further is heard from the client. If the client should return to client after the 60 days, a new file should be opened.

[2] Except for reverse mortgage counseling.

Post-purchase follow-up

a) Grantees must continue their counseling relationship with customers once they become homeowners. This follow-up should continue for a period of time after purchase to ensure the homeowner's housing stability.
b) Grantees may make use of post-purchase programs using either their own programming or making referrals to other Grantees who provide such programming (*e.g.* B1 General Home Management and B2 Foreclosure Counseling).
c) If problems arise, it will be the grantee's responsibility to address them quickly as time is of the essence, and to address them as efficiently as possible. Where the District's investment is involved, counseling should include ways to protect the DC investment.
d) When working with clients who have an HPAP deferment period ending, Grantees must provide dedicated counseling services to those borrowers. In particular, grantees will be asked to make an updated assessment of each borrower's financial status regarding the appropriateness of continued deferment.
e) Potential delinquency, or foreclosure prevention, counseling will be provided to any borrower who is experiencing difficulty.
f) If problems continue with these loan clients, this counseling will become a home preservation activity.

A2 8-Hour Homebuyer Education Class (HBE)

This activity is open to applicant organizations which are HUD approved counseling organizations employing one or more Hud certified counselors.

The Department seeks HUD Approved organizations to provide the 8-Hour Homebuyer Class. This is in support of the Department's many programs for which the 8-Hour Homebuyer Class is a requirement, and also for other DC residents who seek to take this class in preparation for homeownership and for their knowledge.

Organizations should take as a serious obligation to conduct this class with knowledge staff (HUD certified counselors). The class is conducted in a traditional in-person setting or in a virtual online setting.

Those who successfully attend and complete the class should be provided with a DHCD certification (in the format approved by the Department) indicating their completion of the class and dated appropriately. Monthly attendance and award of certificates should be reported to the Department monthly. The class should be presented frequently enough to meet programmatic needs of DHCD programs. Class dates should be provided to the Department for inclusion on the DHCD calendar. Presentations should be given by staff, not outside speakers. Grantees are welcome to collaborate in the conduct of these classes.

A3: Intake for DC Homebuyer Programs (HPAP/EAHP/NEAHP)

The Home Purchase Assistance Program (HPAP) is the primary DHCD program for first-time homebuyers. HPAP provides interest-free loans that include closing cost assistance to eligible applicants. Under this program, homebuyers may have the opportunity to purchase houses,

condominiums, or cooperative units in the District. DHCD has additional homeownership programs which are associated with HPAP, and which are targeted to specific populations or geographic areas or may meet specific home buyer needs.

The satellite programs are:

(1) The Employee Assisted Housing Program (EAHP) provides assistance to District of Columbia Government employees, who are first-time homebuyers in the District; and

(2) The Negotiated Employee Assistance Home Purchase Program (NEAHP) provides down payment and closing cost assistance to certain District of Columbia Government employees whose position is covered by specific union collective bargaining agreements.

Wherever the acronym "HPAP" is used, the same applies to the EAHP and NEAHP programs.

Prior to HPAP Application

Clients interested in HPAP assistance who have a pre-approval from a lender, should be assisted with making an application to the HPAP as expeditiously as possible. Those without a pre-approval letter from a lender are required to engage in HUD Housing Counseling (see A1 above) in order that they have the benefit of credit counseling and homeownership preparation. The action plan should include the actionable steps needed to ensure success as a homeowner and to achieve a pre-approval letter from a lender. Once a pre-approval letter has been obtained, the client with the Grantee's assistance should proceed to making their application to HPAP.

Application Process

For grantee organizations, this relationship management function includes working with first-time homebuyers throughout the homeownership application, preparation, purchase, and post-purchase process. Counseling will be focused on low- and moderate-income populations.

Once HUD credit counseling is completed the HPAP process includes:

(Optional) Applicant organizations may conduct pre-purchase seminars which include information and requirements of the HPAP programs. A DHCD Certification should be provided to attendees and recorded with DHCD.

Application Intake includes document collection of those documents needed. These should be collected in person or by means of a secure portal. Email is not considered a secure means for transmission of information which could be used for identity theft or other criminal activity. Drop-off at a staff office to an employee is acceptable.

Once the application package is complete, the organization submits to the appropriate HPAP administrator.

Homebuyer Education (8-hour class) (A DHCD Certification should be provided to 8-hour Homebuyer Education attendees and recorded with DHCD.)

Post-Purchase follow-up (Records of those follow-ups should be maintained by the organization. See Post-purchase in Service A1)

Organizations will be responsible for: (1) the application process, which includes delivery of completed applications to the HPAP Administrators; (2) completion of the application form itself and collection of all required supporting documentation, and (3) maintaining performance and reporting data, and databases as needed by the Department.

A4: Inclusionary Zoning Orientations

Introduction to IZ/ADU Programs:

The District's Inclusionary Zoning (IZ) Program requires a certain percentage of units in a new residential development, or a substantial rehabilitation that expands an existing building, be set aside as affordable units. The goals of this program are to increase the supply of affordable housing for low- and moderate-income households, to support the creation of mixed-income communities, to prevent rising home prices from driving out low- and moderate-income residents, and to leverage the expertise and capacity of the private market to develop affordable housing.

Affordable Dwelling Units (ADUs) are defined as for-sale and for-rent homes that are locally restricted for occupancy by households whose income falls within a certain range and are generally offered at a below-market rate. ADUs are generally produced in exchange for zoning relief, tax incentives, public financing, and/or the right to purchase or lease District-owned land. Specific ADU provisions, such as the affordability period, income limits, and resale restrictions, are set out in deeds, covenants, land disposition agreements, ADU administration plans and other originating documents.

ADU provisions have historically varied from project to project, as each is a result of a unique negotiation or project approval. However, ADU restrictions are becoming more standardized and more similar to standard IZ requirements.

Organization roles and responsibilities:
Provide mandatory IZ Orientation. The department's PowerPoint presentation must be utilized. Presentation and answers to participants' questions must conform to agency guidelines.

DHCD seeks organizations which will provide programmatic rental and homeownership counseling services in support of both of the above programs. Information about these

programs is available through DC Housing Search https://www.dchousingsearch.org , counselors will be required to utilize DC Housing Search, and train potential customers in how to search for affordable housing through DC Housing Search.

Grantees will be required to become familiar with the program requirements and procedures, as required by DHCD. In the last few fiscal years, the IZ program has produced approximately 400 new affordable units each year.

Orientation:
In particular, organizations are required to conduct IZ Orientations to help residents to be familiar with all programmatic requirements for the IZ program.

Organizations must conduct and coordinate this mandatory orientation session in a traditional and virtual classroom settings. They must provide interested applicants/residents with the relevant terms of the program, including next steps and other information as required by DHCD.
DHCD currently provides standard slides and certificate templates to use for this orientation and will provide training to grantees.

Completion of this orientation class is mandatory before an individual may register for the IZ program and individuals must renew registration every two (2) years to remain on the IZ registration list.

The class must be conducted at least monthly beginning within 30 days after the grantee's application is approved. Coordination of this class will include publishing upcoming class dates, accepting reservations via phone, email, or other method, allowing walk-ins if space is available, providing attendees with a certificate of completion (in a format approved by DHCD) upon completion of the class and providing at least monthly attendee data to DHCD. It will also include ensuring that attendees receive all required training materials, and shall be presented by grantee staff, not outside speakers.

Grantees must train program participants in the terms and specifics of the IZ and ADU Programs (training guidance will be provided by DHCD) and provide additional pre and post homebuyer education training.

Grantees must also provide data to DHCD on a regular basis as determined and requested by DHCD, including but not limited to the names and contact details for individuals who have received a DHCD certificate and the number of attendees at IZ orientations.

A5: Income Certifications for the IZ/ADU Units Programs

The agency seeks two organizations to provide income certifications for participants in the Inclusionary Zoning and Affordable Dwelling Units programs. Income certifications are expected to be conducted under a uniform process prescribed by DHCD and following HUD Part 5. DHCD has established requirements for approving Certifying Entities, including

specific IZ and ADU training.

Grantees are expected to become Certifying Entities pursuant to DHCD requirements. Grantee organizations will be required to ensure that program participants understand that income and occupancy restrictions apply to their IZ units and ADUs. Grantees will also be expected to complete income certifications for newly selected households and for renewing tenants. Grantees will be working closely with individuals, property management/leasing staff, sales agents and DHCD. DHCD will provide the necessary forms and procedures, but Grantees will collect the necessary paperwork from individuals and complete the income and household size verification process. Upon successful certifications, Grantees will notify DHCD and the sales/leasing staff.

Such restrictions may include but would not be limited to: (1) the specific affordability period, (2) conditions for, or prohibitions against, subleasing, and (3) resale restrictions. Ongoing outreach and assistance to occupants of IZ units and ADU is required in the areas of programmatic requirements and homeownership counseling.

A6: Income Certification for PADD Applicants

The Property Acquisition and Disposition Division (PADD) encourages vacant and/or abandoned property owners to rehabilitate and/or occupy their properties. PADD acquires vacant, abandoned, and deteriorated properties through negotiated friendly sale, eminent domain, donation, or tax sale foreclosure, when owners are unwilling or unable to maintain their properties. PADD also disposes of properties in inventory by selling them to individuals or developers to be rehabilitated into high-quality affordable and market-rate single-family and/ or multi-family for-sale or rental housing in District neighborhoods.

For DHCD, the activities of this Division create affordable homeownership and rental opportunities for low- and moderate-income households. Grantees must counsel these households as they qualify for and occupy these new homeownership and rental units. DHCD seeks one or more organizations which will provide counseling or training services for affordable units made available through PADD.

Because PADD units are not produced through a traditional homebuyer program, an intensive marketing and outreach effort to our target population will be required of grantees. Counseling services will also involve conducting income certifications and re-certifications for purposes of admission and continuing participation in this program. Income certifications are expected to be conducted under a uniform process prescribed by the Department. For PADD, grantees must ensure that program participants understand that income, or occupancy, restrictions apply to their unit. Such restrictions may include but would not be limited to: (1) the specific affordability period; (2) conditions for, or prohibitions against, subleasing; (3) potential rent increases; and (4) resale restrictions. The specific unit covenant

terms will be communicated to stakeholders by the Department, but grantees must facilitate communication with stakeholders.

A7: Public Services: General Coaching and Information

Public Services may be undertaken by Applicants which have not yet obtained HUD Approval and may not employ a HUD certified housing counselors. (HUD Approved organizations who are applying for A1 or A2 do not need to apply for this service, since they are able to provide these Public Service activities in connection with their other lines of services.

These activities are frequent but not exclusively in a group setting. These may be virtual or in-person, as long as an in-person option is provided. Grantees may utilize Homebuyer Clubs as an effective tool for keeping clients engaged in homebuyer preparation when a long-term period is needed for better positioning to be a first-time buyer.

They may include group trainings on understanding credit and credit reports and involve savings programs.

Public service staff are required to train clients to utilize available tools, such as DC Housing Search https://www.dchousingsearch.org to locate affordable housing for sale and for rent.

CATEGORY B: COUNSELING AND TRAINING FOR HOME PRESERVATION

B8: General Home Management (Post-Purchase Non-Delinquent)

Post-purchase counseling is essential for Homeowners who have purchased their homes, are not delinquent in their mortgage payments and would like to remain successful by creating a realistic financial plan to avoid financial pitfalls and protect and retain their homeownership. Post-purchase counseling is essential to understand local post-purchase behavior, especially low-moderate income homeowners, that can be supported by education and supportive programs to ensure recent homeowners understand what to do in the event of hardships. Organizations that provide post-purchase counseling sessions and education workshops will ensure their topics consist of the following:

1. Prepare a maintenance plan for major household systems and repair strategies.
2. Emergency preparedness plan to assist client in case of disaster.
3. Understand consequences of not paying taxes, HOA payments or community assessments.
4. Explain the benefits of establishing an emergency fund and retirement or tax-incentivized accounts.
5. Provide knowledge of home improvement financing options like HELOCs and give counsel on how to apply for additional financing to renovate property.

6. Access the client's understanding of the process of refinancing the home and incurring more debt.

This counseling activity may include, but not be limited to, appliance warranty disputes, contractor disputes, disputes with mortgagors, will and estate issues, including transfer-on-death deeds, etc. In this service, grantees must serve as advisor-educators and are prohibited from giving legal advice. Grantee activities should focus on low—and moderate-income populations.

B9: Foreclosure Counseling

Homeowners who are delinquent in loan payments (as well as those in danger of delinquency) need to know what options are available to them. Similarly, those in foreclosure need to know their options and resources that may assist them, especially if available legal services are available.

Organizations are required to provide foreclosure prevention counseling that helps homeowners at risk understand the foreclosure process in Washington, DC, determine their legal rights and identify options to avoid foreclosure.
Organizations will assist struggling homeowners with loss mitigation, communicate with mortgage servicers and provide services such as the following:

1. Provide advice and coaching to assist clients with creating a budget based on financial goals. Assess the current financial situation and develop short and long-term strategies to reduce expenses and debt to achieve client goals.
2. Explain loss mitigation. Explain the requirements of a loss mitigation package and evaluate the client's loss mitigation options for FHA and non-FHA loans.
3. Provide examples of mortgage default scams and ways to avoid being a victim.
4. Explain the consequences and costs associated with a foreclosure, short sale, or deed-in-lieu.
5. Explain the foreclosure timeline and devise a plan if the client is unable to stay in the home and assist the client in mortgage default recovery. Demonstrate the impact of a mortgage default.
6. Work with displaced residents seeking referrals for housing.

Grantees work with homeowners who are delinquent in their mortgage payments, or who are in foreclosure, or in post-foreclosure. These counseling services are also offered to owners of multi-family properties, and ownership associations. This counseling serves as a central element of DHCD's overall foreclosure prevention strategy.

It is critical to address the District's foreclosure crisis. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Grantees also work with the Department of Insurance Securities and Banking (DISB) to protect clients against scam operations that prey upon residents who are subject to foreclosure. Grantee organizations extract data for outreach and targeting efforts from the Office of the Recorder of Deeds, which provides a listing of all official foreclosures in the

District on a weekly basis. DHCD seeks one or more organizations that will provide foreclosure counseling services which include, but may not be limited to, all of the above-described foreclosure prevention activities.

For grantees, this counseling function means working with troubled homeowners, utilizing all foreclosure prevention or mitigation tools available, and if necessary, working with customers throughout their foreclosure or post-foreclosure process. Grantees must provide full assistance and advice to troubled homeowners. Grantees will be responsible for: (1) assessing the homeowner's circumstances, (2) educating the homeowner about the full implications of mortgage delinquency and foreclosure (3) exploring and providing options of action for the homeowner (4) providing tools or alternative support that may further assist the homeowner (5) developing and executing a best action plan for either saving the home or undertaking the best course for the homeowner, and (6) tracking the results of their counseling efforts. In addition, grantees will provide ongoing performance and reporting data and databases maintained.

Post-Foreclosure Counseling: It is critical that grantees continue their counseling relationship with customers, even if the home cannot be saved. Grantees must follow up with troubled homeowners for a period of time after any action plan has been executed. If the home has not been saved, counseling should be made available, and if necessary, referral to other needed services. If the home has been saved, counseling follow-up is also necessary to ensure that the ongoing action plan is being properly implemented. If more problems arise, it will be the grantee's responsibility to address them as quickly and as efficiently as possible.

With the passage of the Saving DC Homes from Foreclosure Emergency Amendment Act of 2010, troubled or delinquent District homeowners have the right to engage in mediation prior to foreclosure. As a result, DHCD requires grantees to provide counseling related to this mediation process.

Grantees must be familiar with the Law, its regulations, and the mediation process which has been implemented by the Mediation Administrator at the DC Department of Insurance, Securities, and Banking. Grantees must educate troubled homeowners in the decision factors related to mediation election, and, if necessary, prepare them for mediation. In some cases, counselors may be asked to accompany, or represent, troubled homeowners in the mediation process. Grantees must ensure that all customers who elect mediation complete and submit proper documentation in a timely manner. Grantees must ensure that the best interests of troubled borrowers are protected throughout the mediation process. Finally, DHCD expects grantees to follow-up after the mediation process is complete to ensure that any final mediation agreement is properly implemented.

B10: Eviction Counseling

Applicants who have HUD certified counselors or NeighborWorks America foreclosure certified counselors may offer this service. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Training should also include knowledge of laws and legal procedures governing eviction.

Eviction has long created housing instability for renters, and especially among low- and moderate-income households. For those at the lower end of the economic scale, eviction has caused not only housing instability but also employment insecurity and homelessness. Studies have shown that lack of access to legal representation has resulted in markedly different and detrimental outcomes as compared to renters who have legal representation. After legal representation, the next most effective range of services includes alternative dispute resolution (or mediation), knowledge and guidance in court navigation, and effective management of legal and tenant-landlord documents. In addition to housing instability, eviction also has credit impact for the tenant.

It is critical to provide those in danger of eviction with counseling to make informed decisions. This includes access whenever possible access to legal services. Also, appropriate training includes information about tenants' rights and obligations, the credit impact of eviction, use of payment plan agreements, understanding of court processes and procedures, and access to alternatives to court procedures. When tenancy is lost, counseling for housing alternatives is needed and a path forward to credit repair.

B11: Single-Family Residential Rehabilitation Program

The Single-Family Residential Rehabilitation Program (SFRRP) administers grants to District homeowners for roof repairs and for modifications to eliminate barriers to accessibility for persons with mobility or other physical impairments. Projects approved for SFRRP require a covenant on the property to protect the District's funding of the project.
DHCD seeks one or more organizations which will provide application intake services to SFRRP applicants throughout the grant process.

> **Mandatory Counselor Intake Training:** Grantees for this line of service are required to attend training with the SFRRP team in September to be introduced to updated aspects of the SFRRP for FY25. It is critical that the grantee have a solid understanding of the updated program and the requirements for applications. Therefore, the September training is mandatory for SFRRP intake counselors.
>
> **Application Period:** Applications for SFRRP will only be taken between October 1, 2024, and December 31, 2024. To be considered applications during this period must be complete. Lack of required documentation or information will not "hold a place" in the program if not provided before the December 31, 2024. The Department at its sole discretion reserves the right to close the program prior to the deadline if funding is depleted or no longer available.

Information Session for Applicants: The Department will provide Grantees with a PowerPoint presentation outlining the program and its requirements. Intake counselors are required to use this presentation with all potential applicants either in a group sessions (such as an Orientation) or in a one-on-one session with the potential applicant.

Grantee's and Counselor's Responsibilities: (1) use the Department PowerPoint presentation to present the program to potential applicants, answering questions from residents interested in the program; (2) complete the application document and collection of **all required** supporting documentation *(incomplete applications will not be accepted)*; (3) post-application and post-grant support; and (4) providing performance and reporting data as required.

45 Day Period: It is critical that no application be uploaded in the SFRRP portal unless it is complete with all required documents and intake form completed. If an incomplete application is uploaded in the portal, the SFRRP staff will notify the counselor and the applicant that the application cannot be accepted. The notification state that what is complete and state the **applicant has 45 days** to provide the requested information including documents. After 45 days if the application remains incomplete, the application will be closed as incomplete for funding.

Application Portal: Counselors will need to provide their name and contact information (e.g. email) when uploading in case SFRRP program staff need to follow up.

Legal Citations Governing Program Area for Category B:

Applicants to provide any service in Category B should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

- Lead Safe Washington 24 CFR, Part 35, 24 CFR, Part 85.37, Section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992
- Single Family Rehabilitation 14 DCMR, Chapter 28 First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
- Saving DC Homes from Foreclosure Emergency Amendment Act of 2010 (DC Act 18-635; 57 DCR 12404)

B12: Legal Services for Homeowners and/or Coop & Condo Associations

The Department seeks organizations to provide legal services to provide one or both of the services noted below. Grantees will conduct outreach to low- and moderate-income populations in need of these services.

- Legal Services to Seniors
  Seniors who are homeowners can be assisted by the Applicant to have legal services to assist Seniors to avoid housing instability or the loss of ownership of their home. In addition to their own attorney staff, Applicants may seek *pro bono* services from other members of the Bar.

- Legal Services to Coop-Condo Associations
  Legal services may be provided to Cooperatives and/or Condominiums ("Associations") to ensure housing stability. If Associations have problems in areas of legal entity status, required legal or financial filings, compliance issues, risk management concerns, board and member training, best legal practices, and collection of association fees (to name of few), such issues may threaten the member's housing stability, and the owners' (or members') investment in their properties. Selected applicants will provide legal services to Associations in low- and moderate-income census blocks to mitigate these concerns, to preserve housing stability of owners and to ensure well-functioning Associations and Boards.

B13: Technical Assistance for Coop and Condo Associations

The Department seeks one or more organizations to provide technical assistance to Associations. The situation many Associations may face is a need for training in best practices of Association management. Training in best practices and frequently encountered problem situations may be offered by the grantee not only to the Association Board but also to the owners in the Association. Association boards and their member owners frequently face issues of association fees not being paid, lack of income to fund reserves, special projects that would require a special assessment, and decisions of taking court action or being the defendant in a court action. These are just a few of the legal issues which may arise for the Association, in addition to the more routine matters of by-laws and required legal documents for the operation of the Association.

B14: Technical Assistance for Landlords of Small Rental Properties

Landlords of small rental properties face enormous challenges. They frequently lack the staff and the resources of large multi-family properties to deal with the many details of operations and asset management. Small unit properties cannot readily absorb mistakes or challenges.

In a ten-unit property, one vacancy is a 10% vacancy rate, while one unit in a 100-unit property is 1% vacancy rate. Yet, small unit properties are often the affordable renter properties. To preserve this housing stock as an affordable option, DHCD seeks grantees to provide Technical Support to Owners of Small Unit Properties (of 30 units or less).

Services can be provided through group training as well as through one-on-one counseling. Like many small business owners, owners can often benefit from a better understanding of accounting practices and financial statements (balance sheet, income statement, cash flow report). Knowledge of financing options is another common to many business owners. Topics such as these are particularly suitable to the needs of owners.

1. **Property Management Software**: Landlords often need help selecting and implementing property management software to track rent payments, maintenance requests, tenant information, and other critical operational data.

2. **Legal Compliance**: Guidance on navigating complex local, state, and federal housing laws and regulations related to fair housing, security deposits, evictions, and other landlord-tenant issues.

3. **Financial Management**: Guidance with accounting, tax preparation, and financial planning specific to rental property ownership and operations.

4. **Maintenance and Repairs**: Access to vetted contractors, tradespeople, and service providers to handle property maintenance, repairs, and upgrades in a timely and cost-effective manner.

5. **Tenant Screening and Selection**: Guidance and best practices with tenant screening processes, background checks, and selecting responsible renters to minimize vacancies and evictions.

6. **Marketing and Leasing**: Help with listing vacant units, advertising, showing properties, and executing leases to keep units occupied.

7. **Emergency Response**: Guidance on developing emergency plans and protocols to address unexpected events like natural disasters, property damage, or tenant issues.

8. **Asset Management Issues**: The ratios and metrics of asset management for multi-family properties provide a helpful guide to best practices. For example: Many landlords are unaware of the effect that certain metrics have in their properties. Slow "Make-Ready" times, refers to the length of time it takes to prepare an apartment to be shown to prospective tenants. Similarly, "turn time" refers to the times it takes to find a renter and receive the first month's rent. Slow turn times are also a drain on resources. When there are slow "make ready" and slow "turn times" the combined effect can be detrimental for the property's future. High turn-over rates among renters is another draw on the income. Other issues and topics include: What to do when you have a tenant who is not paying rent? What are the alternatives to eviction? How do the Court work? Are there pre-eviction resources? What legal services are available to the owner?

CATEGORY C: TENANTS AND TENANT GROUPS: SERVICES RELATIVE TO Tenants Opportunity to Purchase Act, Rental Conversion and Sale Division, and Rental Accommodations Division

The DC Tenants Opportunity to Purchase Act (TOPA) seeks to protect tenants and tenant groups from displacement due to sale of the property. The law allows tenants to purchase their apartment building. Tenants have the choice of maintaining the apartments for rent or converting to cooperatives or condominiums. DHCD seeks to preserve affordable housing in the District and limit displacement of low- and moderate-income households. For groups that choose coop or condo conversion, this provides a path to homeownership.

DHCD provides both financial assistance and technical assistance, as well as specialized organizational and development services, for tenant groups who are pursuing the purchase of their apartment buildings. Through DHCD's Development Finance Division, organized tenant associations may be provided with seed money, earnest money deposits, and acquisition and/or rehabilitation assistance. After acquisition and rehabilitation, DHCD also provides ongoing Board training and property management support to the newly formed cooperative or condominium Boards.

C15: TOPA: Pre-purchase Training

DHCD seeks one or more organizations which will provide pre-acquisition organizational and developmental counseling and training to tenant groups or tenant associations in support of their intent to purchase their building. These tenant groups must be preliminarily qualified as eligible for DHCD's Tenant Purchase Technical Assistance program. Grantees must provide the following services to tenant groups:

a) establishment of a tenant association.
b) selection and appropriate training of Board members.
c) training of captains (court, building and floor).
d) training in roles and functions of committee members; (5) training tenant groups in detail about the building purchase process.
e) training tenant associations in property management techniques.
f) provide training to the tenant association on each type of ownership; and conducting surveys of tenant associations to determine the appropriate form of ownership for their building (cooperative or condominium).

It is critical that Grantees in this service maintain an outreach to educate and inform low- and moderate-income tenants about their rights and opportunities provided by TOPA. Grantees are encouraged to make this a central aspects of their marketing plan, and to create

opportunities as well as avail themselves of opportunities to participate in educational outlets to reach tenants. Collaboration with other Grantees in this or similar service lines is encouraged. Grantees should participate in DHCD when and as those opportunities for outreach are available.

While training the tenant association, the grantee must be able to prepare and submit appropriate documentation required in the purchase process, including but not limited to tenant profiles and feasibility analyses, response to Notice of Sale of Building, preliminary development, acquisition, and rehabilitation plans, and operational plans.

The grantees must have skill and experience in negotiating the lease or purchase of the building. In addition, grantees must assist tenant groups in procurement related to the development, purchase, and rehabilitation process, including but not limited to attorneys, architects, engineers, financial and developmental consultants, private developers, appraisers, and property managers.

C16: TOPA: Post-Purchase Training

DHCD seeks one or more organizations which will provide ongoing post-acquisition counseling services which include property management and Board training for properties which have been purchased and/or rehabilitated with financial assistance from the DHCD Development Finance Division's First Right Purchase program. Generally, these are multi-family properties that have been purchased through limited equity cooperative agreements or condominium purchases. Therefore, non-profit Board training and development skill and/or experience, as well as multi-family property management skills are critical to providing effective counseling services. Services to be provided under this activity may include, but are not limited to:

a) establishing standards of evaluation for each participant's financial status and leadership capacity.
b) conducting annual management reviews of all Boards, oversee election and
c) training of new Board members.
d) assisting in the establishment of appropriate arrangements with required service providers such as exterminators, garbage collectors, landscapers, etc.
e) assisting in capital management planning and a stabilization plan for rehabilitation and/or refinancing.
f) tracking property vacancies and reviewing new applications for membership.
g) establishing and reviewing membership guidelines.
h) technical assistance in accounting, budgeting, and the preparation of financial statements for long-term financial viability.
i) providing Board of Directors with training as appropriate; and

j) other required management and support duties. Grantees will assist the condominium or cooperative in developing a budget for the overall management and carrying costs of the property.

Grantees will assist the Board and membership in all aspects of management, such as completion of the audit, Fair Housing issues, required individual, property, and Board insurance, taxes, the role of Board officers, evaluation of monthly financial performance, training on lender compliance, i.e. loan payments, income requirements. DHCD will likely negotiate assignment of specific properties to grantees for this service.

Legal Citations Governing Program Area in Category C:

Applicants to provide any service in Category C should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
Tenant Purchase Technical Assistance Program DC Code 42-3404.02
Rental Housing Conversion and Sale Act of 1980, as amended (DC Code 42-3401.01 et. seq.) (Also known as the Tenant Opportunity to Purchase Act or "TOPA")

C17: Services for Tenants and Tenant Organizations
(in partnership with Housing Regulation Administration, Rental Accommodation Division, Rental Conversion and Sale Division).

Activities under this service will supplement and enhance the services provided by DHCD's Housing Regulation Administration (HRA), which includes the Rental Accommodations Division (RAD) and the Rental Conversion and Sale Division (CASD).

RAD administers the Rental Housing Act of 1985 (D.C. Official Code § 42-3501.01 et seq.) which regulates residential rental housing registration and the rent stabilization program (commonly known as rent control). RAD oversees rent adjustment procedures, processes notices to vacate, reviews tenant petitions prior to adjudication by the Office of Administrative Hearings and adjudicates most types of landlord petitions. RAD also proposes rules and regulations for administration of the Rental Housing Act for review and publication by the Rental Housing Commission.

CASD administers the Rental Housing Conversion and Sale Act of 1980 (D.C. Official Code § 42- 3401.01 et seq.) which regulates the sale or transfer of ownership interests under the

Tenant Opportunity to Purchase Act of 1980 (TOPA) (D.C. Official Code § 42-3401.01 et seq.), the conversion of use of rental housing to condominium or cooperative ownership and residential condominium formation and registration under the Condominium Act of 1976 (D.C. Official Code § 42-1901.01 et seq.). Further, CASD administers a Housing Assistance Payment program (HAP), under which tenants may be eligible for rent assistance if they are displaced due to the conversion of use of their apartment building to condominium or cooperative ownership.

CASD also proposes rules and regulations for administration of the Rental Housing Conversion and Sale Act of 1980.

DHCD seeks one or more organizations which will support RAD and CASD operations by providing counseling and tenant education services to tenants and tenant groups. Grantees must provide counseling and training assistance to tenants and tenant organizations regarding the District's rental housing laws and tenant and landlord rights and responsibilities.

For CASD, grantee organizations must provide counseling and training concerning: (1) tenants' TOPA rights when a landlord intends to sell, demolish, or discontinue rental housing use; (2) transfers of rental housing ownership or economic interests; (3) assisting tenants or tenant organizations in exercising their right to purchase; (4) informing tenants or tenant organizations relating to partner-investors and assigning TOPA rights; (5) conversion of use from rental housing to condominium or cooperative ownership by tenant elections, or conversion in lieu of tenant elections; (6) the Housing Assistance Payment program and relocation assistance; (7) tenant organization formation, incorporation, and registration; (8) protections for elderly or disabled tenants; (9) coercive or retaliatory activities; (10) tenant rights when rental housing is in foreclosure; (11) notices of intent to convert use from rental housing to condominium or cooperative ownership; and (12) relocation counseling for displaced tenants.

For RAD, service providers must demonstrate the ability to counsel and train tenants and tenant organizations on rent control provisions including properties that are regulated by or exempted/excluded from rent stabilization under the Rental Housing Act:

1) petition- based and annual rent increases.
2) executing and filing tenant petitions.
3) responding to landlord petitions.
4) protections for elderly and disabled tenants.
5) RAD's conciliation services.
6) notices to vacate and eviction procedures.
7) disclosures to tenants.
8) changes and decreases in services and facilities.

9) learning about and securing enforcement of housing condition regulations.
10) security deposits.
11) understanding lease provisions.
12) rent increases if a property is not under rent control.
13) appealing decisions of the Rent Administrator or the Office of Administrative Hearings; and
14) relocation counseling for displaced tenants. Note: Advocacy on behalf of tenant groups, or tenant rights assignees– including, but not limited to, legal advice or advocacy on tenants or tenant organizations' behalf in negotiations with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators, and not as advocacy groups. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns, or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a grantee is to ensure that tenants understand all available options.

Direct Counseling to Tenants and Tenant Groups: tenant counseling services will be designed to educate tenants in privately-owned properties about their legal rights and opportunities. This service is to be provided to tenants and tenant groups which are not subject to foreclosure and have not selected to exercise their Opportunity to Purchase Rights and/or Right of First Refusal under TOPA. It also includes providing other services and tenant education, which may not fall into the categories of services outlined above, such as eviction counseling, relocation counseling, apartment search, or apartment management.

DHCD seeks one or more organizations with the capacity to bring a range of resources to prevent involuntary displacement and to provide opportunities for continued affordable rental housing. Grantees must provide counseling services to tenants and tenant groups which include, but are not limited to: (1) outreach to tenant groups upon notice of one-year potential for subsidy expiration; (2) technical assistance in negotiations between owners and HUD relative to the renewal of federal subsidy contracts; (3) counseling for tenants in buildings where the subsidy will be lost and the tenant(s) must move; (4) counseling for tenants who are behind in their rent on best-action options; and (5) appropriately referring tenants who are in landlord/tenant disputes to all available resources. Grantees must also conduct research using the many databases and research tools available to identify properties that have a critical need for counseling assistance, including but not limited to DCHousingsearch.org. Note: Advocacy on behalf of tenant groups or tenants' rights assignee –including, but not limited to, legal advice or advocacy on tenants or tenant organizations behalf in negotiations

with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators and not as tenant advocates. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a prospective grantee is to ensure that tenants understand all available options.

Additional Legal Citations Governing Programs in Category C.

Applicants to provide any service in this Category and should review in detail the legal citations governing DHCD's rental accommodation functions:
(1) the Rental Housing Act of 1985, D.C. Official Code § 42-3501 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapters 38-44.
(2) the Rental Housing Conversion and Sale Act of 1980, D.C. Official Code § 42-3401 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapter 47.
(3) the Condominium Act of 1976, D.C.

Official Code § 42-1901 et seq.; (4) D.C. Official Code § 42-1901 et seq.; (5) the First Right to Purchase Program, title 14 of the District of Columbia Municipal Regulation, chapter 2700; and (6) Housing Conditions, Title 14 of the District of Columbia Municipal Regulations, Chapters 1-15. Submission of an application relevant to these services presumes that the applicant intends to meet all requirements to provide counseling to tenants and tenant groups pursuant to these above referenced citations.

3.3 Geographic Distribution of Services

The Department's decision to select one or more grantees to provide services will be influenced by the potential geographical distribution of service among the qualified applications received. Applicants can designate their proposed service areas in the District based on their by-laws, Board policies, etc. However, the Department reserves the right to designate any service areas it deems appropriate or necessary in making awards and negotiating grant terms. In reviewing the applicant pool, the Department's priority will be to ensure that excellent affordable housing counseling and training services are provided to all low- and moderate-income citizens of the District of Columbia. The Department will seek to bring parity in the quality of all housing services provided for all areas of the District through the award and ongoing management of these grants.

3.4 Marketing and Outreach

Marketing Plan to be submitted: Marketing and outreach are critical aspects of the grant's work. Grantees' efforts ensure these programs and services' success and desired impact. No Grantee or service is exempt from this requirement. Applicants must submit a detailed marketing and outreach plan for the services they are applying for. The plan should be detailed and not assume an understanding that has not been stated. Marketing should be included in the proposed budget and work plan.

DHCD will review and approve the marketing plan. In accordance with agency policy, marketing activities should highlight partnerships with and funding by DHCD.

Aspects of Marketing and Outreach to be considered:

- Continuous and consistent marketing and outreach are essential to achieving these services' objectives and maximizing public awareness of DHCD housing programs.
- Because of DHCD's diverse target population, grantees must utilize various marketing tools.
- Grantees are responsible for distributing DHCD program materials at community forums, public events, homeownership meetings, and fairs. Marketing and outreach may include but are not limited to, websites, email blasts, blogs, listservs, Twitter, Facebook, YouTube, Hope Hotline, flyers, door-to-door visits, community meetings, use of cable television (Channel 16), and public service announcements.

Coordinated with the Department: The grantee's marketing and outreach must be coordinated with DHCD. Grantees are expected to continually assess the success and impact of their marketing efforts to identify the most effective and efficient ways of reaching low– and moderate-income populations.

Participation in Department Marketing Activities: As required by DHCD, Grantees must participate in public activities and events related to housing opportunities. These may include but are not limited to tabling at events, participating in panel discussions, and providing speakers to groups, agencies, or organizations that request them.

DHCD Acknowledgement: Grantees must always acknowledge such housing assistance activities as Department of Housing and Community Development programs in any distributed print or electronic materials. DHCD must approve all such materials before distribution.

Use of DHCD Logo: All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or entirely, by the Department.

1. The written or printed materials must include the authorized DHCD logo.
2. Written or printed materials include, but are not limited to, newspaper, radio, and television announcements or advertisements. Websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.

4. The grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to the Grantee.
5. The grantee must provide copies of all marketing materials, brochures, flyers, and other materials that publicize grant-funded activities to the Grantor via email at dhcd.occo@dc.gov
6. The grantee shall publicize as appropriate to its constituency through social media, print, and online postings, DHCD communications, and events related to Grant-supported activities.

Diversity and Language Access in Marketing: Grantees must demonstrate the capability to effectively serve and communicate with the District's various non-English speaking and special needs populations. This means that marketing and outreach materials must be made available in multiple languages and media based on the needs of those populations. The grantee must demonstrate its intent and capability to comply with the District's Language Access Law. In addition, grantees must demonstrate the availability of appropriate staffing to ensure compliance with the District's Language Access Law.

3.5 Focus Areas and Neighborhood Revitalization Strategy Areas (NRSA)

DHCD has identified specific areas of the District as "Focus Areas." These Areas represent areas where the District has invested in funding to create and preserve affordable housing. Focus Areas follow main routes through the District and their associated neighborhoods. In many cases, business owners are centered on these major routes, while resident services will be seen as more appropriate for those in the communities. Applicants must ensure services are delivered to low- and moderate-income households or areas as part of their program (Housing Services, Small Business Technical Assistance, Façade Improvement). This is a CDBG requirement.

- For Housing Counseling applicants, these Focus Areas should be used to plan outreach activities to inform residents of their services.
- For SBTA and Façade grantees, the Focus Areas define the geographical areas of the District in which they will provide services. In this latter case, the Focus Areas define not only their outreach area but also their service area.

NRSAs Targeting East of the River

The Department obtained the HUD designation for the Neighborhood Revitalization Strategy Area (NRSA) for the Focus Areas in Wards 7 and 8. DHCD has designated areas of Historic Anacostia in the city's Southeast and Far Northeast communities as Neighborhood Revitalization Strategy Areas (NRSAs). This designation will allow the city to target Community Development Block Grant (CDBG) funding that supports economic and community revitalization efforts. These include Martin Luther King Jr Avenue, Marion Barry Avenue, Minnesota Avenue, and Benning Road. However, all areas of Ward 7 and Ward 8 remain the focus of the grantee's work and outreach.

For communities outside of the NRSA areas, DHCD has designated Focus Areas throughout the District. Applicants are encouraged to partner with other community-based organizations. This collaboration can include cross-disciplinary collaboration. For example, a Façade grantee may partner with an SBTA grantee to provide business owners various services encompassing both disciplines. Housing service grantees may partner to promote or provide services one grantee offers, but another may not. The key to collaboration is an outlook of being partners, not competitors.

The following is a list of the Focus Areas and some of their associated neighborhoods. The outreach plans can include other nearby neighborhoods, mindful of the low-income requirements. Each applicant is asked to select one or more Focus Areas for their application. Please note that this is a minimum, and applicants may choose more than three. Applicants will be asked to provide reporting on outreach activities.

The following is a list of the Focus Areas outreach plans, mindful of the low and income requirements.

Focus Areas/Neighborhoods

- **16th St NW Corridor** near the intersection with Havard St NW (Columbia Heights) in Ward 1
- **Georgia Ave and New Hampshire Ave NW Corridor** (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- **Rhode Island Ave and South Dakota Ave NE Corridor** (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 4 and Ward 5
- **M Street and South Capitol Streets SW Corridor** (Greenleaf and Waterfront) in Ward 6
- **Benning Road and Florida Ave NE Corridor** (NoMa/Ivy City/Trinidad) in Ward 5 and Ward 6
- **Minnesota Ave and Benning Rd NE Corridor** (Benning, Greenway) in Ward 7
- **Pennsylvania Ave and Minnesota Aves SE Corridor** (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- **East Capitol and Benning Rd Corridor** (Capitol View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- **Marion Barry Ave and Martin Luther King Aves SE Corridor** (Historic Anacostia, Fairlawn, Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- **Marion Barry Ave and Alabama Aves Corridor** (Skyland, Woodland, Garfield Heights) in Ward 8
- **Martin Luther King Ave and Alabama Ave Corridor** (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- **South Capital St and Chesapeake St SE Corridor** (Bellevue, Washington Highlands) in Ward 8

FY25 Housing Counseling Services Workplan

Organization Name:
Grant Number:

Performance Period: 2/1/2025 to 01/31/2025

HA Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	HUDA Ward 7 & 8 MI Services	Total
A1	HUD Housing Counseling	10	Number of First Time Homebuyers Purchasing Homes	Public Service or NRSA	$48,000.00	$140,784.44	$0.00	$188,784.44
A1		500	Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		700	Number of 1:1 Counseling Sessions (Budget & Credit)					
A1		300	Number of unduplicated households					
A1		400	Number of 1:1 Homebuyer Counseling Sessions					
A1		200	Number of unduplicated households					
A2	8-Hour Homebuyer Class	8	Number of 8-hour Homebuyer Educations Classes	Public Service or NRSA	$45,000.00	$0.00	$0.00	$45,000.00
A2		250	Number of Attendees of 8-hour Homebuyer Classes					
A2		250	Number of DHCD Certificates issued					
A3	HPAP (EAHP/HELAHP) (NPS ONLY)	60	Number of HPAP Pre Purchase Orientations conducted	Non-Public Service or NRSA	$56,000.00	$115,000.00	$0.00	$171,000.00
A3		500	Number of Attendees at HPAP Orientations					
A3		50	Number of Files submitted to HPAP Administrators					
A3		150	Number of 1:1 HPAP Counseling Sessions					
A3		50	Number of unduplicated households					
A4	IZ/ADU Orientations	40	Number of IZ Orientations Conducted	Public Service or NRSA	$60,810.56	$0.00	$0.00	$60,810.56
A4		800	Number of Attendees at IZ Orientations					
A4		800	Number of DHCD Certificates issued					
A5	IZ/ADU Income Certifications	600	Number of IZ/ADU Income Certifications completed	Public Service or NRSA	$415,000.00	$0.00	$0.00	$415,000.00
A6	PADD	6	Number of PADD group training/coaching	Public Service or NRSA	$29,000.00	$0.00	$0.00	$29,000.00
A6		85	Number of Attendees at PADD group training					
A6		0	Number of 1:1 PADD sessions (if applicable)					
A6		5	Number of unduplicated households receiving 1:1 PADD sessions					
A6		5	Number of PADD Income Certifications					
A7	General Housing Services & Information (Group Training)	8	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)	Public Service or NRSA	$24,000.00	$0.00	$65,000.00	$89,000.00
A7		70	Number of Attendees at Financial Literacy Trainings					
A7		0	Number of Homebuyer Clubs Meetings					
A7		0	Total of Attendees at Homebuyer Club Meetings					
A7		0	Number of group trainings or workshops not reported in other categories					
A7		0	Number of Attendees at group trainings or workshops not reported in other categories					
B10	Eviction Counseling	15	Number of Eviction workshops	Public Service or NRSA	$46,000.00	$59,405.00	$70,000.00	$175,405.00
B10		200	Number of Attendees at Eviction workshops					
B10		270	1:1 Eviction Counseling					
B10		90	Unduplicated households 1:1 Eviction Counseling					
B10		40	Number referred to Attorney(s) for Legal Services					
B10		0	Number of 1:1 Attorney Consultations (Law Firm Subrecipients Only)					
B10		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecipients Only)					
B10		50	Number Evictions Prevented					
B11	SFRR	8	Number of SFRAP Orientations conducted (required)	Public Service or NRSA	$25,000.00		$15,000.00	$40,000.00
B11		12	Number of 1:1 Intake sessions					
B11		12	Number of unduplicated households					
B11		6	Number of complete applications submitted in SFRAP Portal					
B12	Legal Services for Seniors, Coops and Condos (Law Firm Subrecipients Only)	0	Senior households receiving legal services	Public Service or NRSA				$0.00
B12		0	Coop Associations receiving legal services					
B12		0	Condo Associations receiving legal services					
B12		0	Number of Pro Bono Legal Services Recruited and Retained					
B12		0	Number of Trainings for Law Firms (Trainings)					
B12		0	Number of Attendees at Trainings for Law Firms (Attendees)					
B12		0	Number of new partnerships initiated					
B12		0	Total Number of Trainings to and work with Pro Bono Provided					
B12		0	Number of outreach presentations conducted					
B12		0	Number of outreach activities conducted					
B12		0	Number of Senior Households that received Legal Counsel or Consultation					
B12		0	Number of Senior Households that received Legal Representation					
B12		0	# of clients helped with Schedule H					
B12		0	# of clients helped with life planning docs					
B12		0	# pro bono attorneys engaged in housing-related matters					
B12		0	# veterans receiving legal counsel/advice					
B13	Technical Assistance for Co-Ops and Condo Associations	10	Number of Co-Op Associations receiving Technical Assistance					
B13	Coops	6	Number of Action Plans written for Co-Op Associations					
B13	Coops	0	Number of Successful Outcomes for Co-Op Associations					

B13	Coops	8	Number of Asset Management Improvement Services Provided for Co-Op	Public Service or NRSA	$25,000.00		$45,000.00	$70,000.00
B13	Coops	0	Number of Asset Management Tactical Support Services Provided to Co-Op					
B13	Coops	10	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Legal Assistant Services provided to Distressed Co-Op Associations					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	10	Number of Organization Sustainability Tactical Support Services Provided to Co-Ops					
B13	Coops	5	Number of Ownership Education Sessions provided to different ownership models including shared equity					
B13	Coops	0	Number of Relocation Plans completed and accepted for Co-Ops					
B13	Coops	6	Numbers of Trainings on Board Operations Governance & Management to Co-ops					
B13	Coops	20	Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management					
B13	Coops	0	Number of written Asset Management & Sustainability Plans for Co-Ops					
B13	Condos	10	Number of Condo Associations receiving Technical Assistance					
B13	Condos	6	Number of Action Plans written for Condo Associations					
B13	Condos	10	Number of Successful Outcomes for Condo Associations					
B13	Condos	6	Number of Asset Management Improvement Services Provided for Condo					
B13	Condos	0	Number of Annual Survey of Clients (prospective) to gauge success and appropriate methodologies completed for Condo					
B13	Condos	10	Number of Asset Management Tactical Support Services Provided to Condo					
B13	Condos	0	Number of Legal Assistant Services provided to Distressed Condo Associations					
B13	Condos	0	Number of Consultative Services Provided to Condo Associations and Clients					
B13	Condos	10	Number of Organization Sustainability Tactical Support Services Provided to Condo Associations					
B13	Condos	5	Number of Relocation Plans completed and accepted for Condo Associations					
B13	Condos	0	Numbers of Trainings on Board Operations Governance & Management to condo associations					
B13	Condos	10	Number of written Asset Management & Sustainability Plans for Condo Associations					
B13	Coops and Condos	6	Number of Annual Survey of Clients (prospective) to gauge success and appropriate methodologies completed					
B13	Coops and Condos	0	Number of Agreements (Coops and Condos) retained to private/ nonprofit Law Firm					
B13	Coops and Condos	0	Numbers of Trainings on Development including Relocation and Construction Management					
B14	Technical Assistance for Small Apartment Owners (25 units and less)	0	Number of Inquiries Received	Public Service or NRSA				$0.00
B14		0	Number of Owners/Managers receiving Services					
B14		0	Number of Action Plans Written					
B14		0	Number of Action Plans Implemented/Completed					
B14		0	Number of Owners/Managers needing Asset Management Guidance					
B8	General Home Management (Post Purchase Non-Delinquent)	0	Number of Homeownership Preservation Workshops	Public Service or NRSA	$22,000.00		$28,000.00	$50,000.00
B8		0	Number of Attendees at Homeownership Preservation Workshops					
B8		0	Number of Post-Purchase Workshops (not including Homeownership Preservation)					
B8		0	Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation					
B8		40	Number of 1:1 Post-Purchase Counseling Sessions					
B8		10	Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions					
B9	Foreclosure Counseling	4	Number of Foreclosure Workshops	Public Service or NRSA	$12,000.00			$12,000.00
B9		6	Number of Attendees at Foreclosure Workshops					
B9		1700	Number of 1:1 Foreclosure Counseling Sessions					
B9		400	Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions					
B9		0	Number of 1:1 Attorney Consultations (Law Firm Subrecipients Only)					
B9		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecipients Only)					
B9		50	Number referred to Attorney(s) for Legal Services					
B9		300	Number of Foreclosures Prevented					
C15	TOPA Pre-Purchase Counseling & Training	160	Number of TOPA Meetings with Tenant Association	Public Service or NRSA	$105,000.00		$267,000.00	$372,000.00
C15		1700	Number of Attendees at TOPA Meetings					
C15		40	Number of TOPA Training Workshops to Tenants					
C15		200	Number of Attendees at TOPA Training Workshops					
C16	TOPA Post-Purchase Counseling & Training	25	Number of TOPA Post Purchase Training Workshops	Public Service or NRSA	$30,000.00		$65,000.00	$95,000.00
C16		300	Number of Attendees at TOPA Post Purchase Workshops					
C16		250	Number of unduplicated households					
C16		0	Number of one on one counseling sessions					
C16		0	Number of group training/coaching					
C17	Tenant Counseling for HPA - Rental Accomodation Division	0	Number of unduplicated households	Public Service or NRSA	$50,000.00		$80,000.00	$130,000.00
C17		0	Number of one on one counseling sessions					
C17		50	Number of group training/coaching					
C17		400	Number of Attendees at group training/coaching					
Marketing	MARKETING AND OUTREACH	12	Housing Fairs	Public Service or NRSA	$20,000.00		$35,000.00	$54,000.00
Marketing		10	Other Tabling Events					
Marketing		10000	Flyers Distributed					
Marketing		700	Social Media Posts (Facebook, LinkedIn, Instagram)					
Marketing		250000	Mailings					
Marketing		0	Paid Advertising (display ads in print)					
Marketing		1	Other					

Marketing			Other					
	TOTALS	272543			$1,624,516.55	$213,189.44	$679,608.60	$2,015,890.59

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit B Budget

- Schedules A (3-1) and A (3-2) for the First Performance Period

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	3/1/2025 - 9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	COMMUNITY BASED
WARD (if applicable):	
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$ 1,683,989.00	$ -	$ 1,683,989.00
Consultants	$ 10,000.00	$ -	$ 10,000.00
Space	$ 117,880.00	$ -	$ 117,880.00
Utilities	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Consumables	$ -	$ -	$ -
Marketing & Outreach	$ -	$ -	$ -
Training	$ 1,500.00	$ -	$ 1,500.00
IT Services & Support	$ -	$ -	$ -
Travel	$ 1,500.00	$ -	$ 1,500.00
Equipment	$ -	$ -	$ -
	$ -	$ -	$ -
Total Direct Cost	$ 1,814,869.00	$ -	$ 1,814,869.00
Total Indirect Costs (De Minimis Cost Rate 10%)	$ 195,131.00	$ -	$ 195,131.00
Total Costs	$ 2,010,000.00	$ -	$ 2,010,000.00

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM
Budget Form A (3-2): Personnel Information

Rev. 08/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	3/1/2025 - 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
Personnel Subtotals		$ 3,384,000.00				$ 1,403,324.00

Fringe Benefits (Max 20%)	$ 280,665.00
Total NBAP Grant Personnel Costs	$ 1,683,989.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	3/1/2025 - 9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	PUBLIC SERVICES
WARD (if applicable):	
c	Housing Counseling

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$ 853,254.00	$ -	$ 853,254.00
Consultants	$ 10,000.00	$ -	$ 10,000.00
Space	$ 59,728.00	$ -	$ 59,728.00
Utilities	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Consumables	$ -	$ -	$ -
Marketing & Outreach	$ -	$ -	$ -
Training	$ 1,500.00	$ -	$ 1,500.00
IT Services & Support	$ -	$ -	$ -
Travel	$ 1,500.00	$ -	$ 1,500.00
Equipment	$ -	$ -	$ -
	$ -	$ -	$ -
Total Direct Cost	$ 925,982.00	$ -	$ 925,982.00
Total Indirect Costs (De Minimis Cost Rate 10%)	$ 98,828.56	$ -	$ 98,828.56
Total Costs	$ 1,024,810.56	$ -	$ 1,024,810.56

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	3/1/2025 - 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
Personnel Subtotals		$ 3,384,000.00				$ 711,045.00

Fringe Benefits (Max 20%)	$ 142,209.00
Total NBAP Grant Personnel Costs	$ 853,254.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	3/1/2025 - 9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (If applicable):	NON PUBLIC SERVICES
WARD (if applicable):	
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$ 266,011.00	$ -	$ 266,011.00
Consultants	$ -	$ -	$ -
Space	$ 18,621.00	$ -	$ 18,621.00
Utilities	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Consumables	$ -	$ -	$ -
Marketing & Outreach	$ -	$ -	$ -
Training	$ -	$ -	$ -
IT Services & Support	$ -	$ -	$ -
Travel	$ -	$ -	$ -
Equipment	$ -	$ -	$ -
	$ -	$ -	$ -
Total Direct Cost	$ 284,632.00	$ -	$ 284,632.00
Total Indirect Costs (De Minimis Cost Rate 10%)	$ 30,557.00	$ -	$ 30,557.00
Total Costs	$ 315,189.00	$ -	$ 315,189.00

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	3/1/2025 - 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
Personnel Subtotals		$ 3,384,000.00				$ 221,676.00

Fringe Benefits (Max 20%)	$ 44,335.00
Total NBAP Grant Personnel Costs	$ 266,011.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	3/1/2025 - 9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	NRSA WARD 7-8
WARD (if applicable):	7, 8
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$ 564,724.00	$ -	$ 564,724.00
Consultants	$ -	$ -	$ -
Space	$ 39,531.00	$ -	$ 39,531.00
Utilities	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Consumables	$ -	$ -	$ -
Marketing & Outreach	$ -	$ -	$ -
Training	$ -	$ -	$ -
IT Services & Support	$ -	$ -	$ -
Travel	$ -	$ -	$ -
Equipment	$ -	$ -	$ -
	$ -	$ -	$ -
Total Direct Cost	$ 604,255.00	$ -	$ 604,255.00
Total Indirect Costs (De Minimis Cost Rate 10%)	$ 65,745.44	$ -	$ 65,745.44
Total Costs	$ 670,000.44	$ -	$ 670,000.44

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM
Budget Form A (3-2): Personnel Information

Rev. 08/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	3/1/2025 - 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
				#DIV/0!		
Personnel Subtotals		$3,459,000.00				$470,603.00

Fringe Benefits (Max 20%)	$94,121.00
Total NBAP Grant Personnel Costs	$564,724.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

Exhibit C Required Reporting

- Monthly Performance Report
- Monthly Report of Group Trainings
- Monthly Report on Outreach and Marketing Activities
- Monthly Reporting of Special Activities
- Monthly Reporting of changes in personnel relative to grant work and payroll
- Quarterly Beneficiary Data
- Quarterly Language Access Report
- Quarterly Data Report

DC Department of Housing and Community Development

Deadline 00/00/0000

FY25 RFA: Housing Services

SHOW PROGRAM OVERVIEW SHOW PROGRAM REQUIREMENTS

SHOW SECTION 3.2 - HOUSING SERVICES: DESCRIPTION OF HOUSING PROGRAMS AND SERVICES SHOW LIBRARY

HIDE ZOOMGRANTS HELP SHOW ATTACHMENTS 1

ZoomGrants Help [hide this]

Creating a New Application to Submit
The 'Saving' screen is still flashing...now what?
Missed Deadline FAQs
Invite Collaborators to Work on Application

Applicant View

Application Status: Not Submitted

Basic Information Part I and II Application Narrative Questions Budget Organizational and Financial Capacity

Required Attachments Activity Log

Report **OVERDUE** Report Totals

Ask a Report Question

(answers are saved automatically when you move to another field)

Instructions Show/Hide

As in the past, Performance Reporting is divided into three sections:

- **Workplan Metrics** (numbers only),
- **Accomplishment Narrative** (Text Boxes), and
- **Various uploads** (spreadsheets usually).

This data is extremely important. Reports can affect performance goals and funding. Your reports are used to report to the City Administrator, the Mayor (including DMPED) and to the District Council and its Committee on Housing. Where uploads are required, **use excel files or Word files.** This will allow your information to be uploaded into the database and reported to District leaders.

For **Workplan Metrics,** use only numbers or leave it blank. **Letters such as N/A are to be avoided.** This will make your report impossible to be uploaded in the DHCD database and will require your corrections. Only numbers zero (0) and above can be used. If a metric is left blank, it will be treated as a zero.

In the **Accomplishment Narrative,** text boxes are provided to provide statements of activities or the information requested. In the first Report, please answer Question 22 (Points of Contact) with all points of contact for the areas mentioned. Thereafter in subsequent months, if there are no changes, it is okay to say, "No Changes". The same is true for Question 21 (staffing). Please answer Question 23 (Success Stories), Question 24 (Good News), Question 25 (Other DC agencies and initiatives). Question 26 is important. Remember the RFA asked applicants to align outreach to the Focus Areas mentioned on pages 33 and 34 of the RFA. Mentioning specific Focus Areas in the narrative for Q26 is helpful.

The **Document Upload** section is where excel spreadsheets (usually, sometimes Word Documents) are uploaded. **PDFs cannot be uploaded into database.** [The District of Columbia is fortunate to have many DC Based Programs such as HPAP, IZ/ADU, PADD, SFRRP, TOPA, HRA/RAD related activities, as well as direct services to tenants and tenant groups, and services to Condo/Coop Associations. DHCD staff need monthly reporting in order to better do their work and respond to the needs of DC citizens. These reports are shared directly with the appropriate program manager.]

There three areas of your activities will be reported on a monthly basis to help us meet our HUD and DC Government requirements and the needs of DC residents.

Reporting for Fiscal Year 2025 will begin with Report # 1. The end of Government's fiscal year (9/30/2025) will conclude with Report # 10 and the close-out of FY25 Purchase Orders. The complete schedule is below for the monthly report.

Other Reporting: Beneficiary Data and Language Access

Other reports are also required. These include **Beneficiary Report** and **Language Access Report.** These two reports are required on a quarterly basis. These reports will not be answered within ZoomGrants. The Office of Program Monitoring will provide the spreadsheets to use for these quarterly reports. Please see your Grant Agreement for additional information about the monthly and quarterly reports. Please note, the Beneficiary Report corresponds to the sources and uses of your Grant Agreement. A separate Beneficiary Report is needed for each type of funding awarded: Public Service (PS), Non-Public Service (NPS) and NRSA Wards 7 & 8 PS and NPS.

These quarterly reports will be due:

Oct/Nov/Dec 2/24/2025

Jan/Feb/March 4/10/2025

April/May/June 7/10/2025

July/August/Sept 10/10/2025

Please note we cannot extend these deadlines since they are HUD's deadlines and not in our control. Please submit your report on schedule.

Please remember HUD views reporting and reimbursement requests as inseparable and therefore to be coordinated at the same time. Please avoid not filing on the deadline.

Monthly Reporting on Performance and Accomplishments

Report Number Period Covers Due Date

Report Number	Period Covers	Due Date	Notes
Report 1	FY25 Q1 (Oct/Nov/Dec)	03/03/2025	
Report 2	January	03/03/2025	
Report 3	February	03/10/2025	
Report 4	March	04/10/2025	
Report 5	April	05/10/2025	
Report 6	May	06/10/2025	
Report 7	June	07/10/2025	
Report 8	July	08/10/2025	
Report 9	August	09/10/2025	
Report 10	September	10/10/2025	

In ZoomGrants reporting, there are data questions. Please enter only a whole number. If a particular question doesn't apply to your statement of work and workplan, please enter zero. The narrative questions also require a response. If there is nothing to report in the narrative, please enter a statement such as "No changes" or "Not applicable".

Report 1: **3/3/2025** Report 2: **3/3/2025** Report 3: 3/10/2025 Report 4: 4/10/2025 Report 5: 5/10/2025

Report 6: 6/10/2025 Report 7: 7/10/2025 Report 8: 8/10/2025 Report 9: 9/10/2025 Report 10: 10/10/2025

Report 1: 3/3/2025

This report is OVERDUE. Submit Report 1

Agency

This is a branching question. The system will remove questions that do not apply to you based on your answer to Question #1.

Please disregard the number sequencing.

1. Identify Your Agency Name

This is a branching question. Only the questions that apply to your agency will appear.

- ○ CARECEN-Central American Resource Center
- ○ Centro de Apoyo Familar

- ○ Greater Washington Urban League, Inc.
- ○ Housing Counseling Services
- ○ Latino Economic Development Corporation of Washington DC
- ○ Legal Counsel for the Elderly
- ○ Lydia's House in Southeast, Inc.
- ○ Manna, Inc.
- ○ Marshall Heights Community Development Organization, Inc.
- ○ Mi Casa
- ○ Neighborhood Legal Services Program of the District of Columbia
- ○ University Legal Services

Workplan Accomplishment Metrics

2. A1: HUD Housing Counseling

Ignore the auto-total number.

Number of First Time Homebuyers Purchasing Homes

Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)

Number of 1:1 Counseling Sessions (Budget & Credit)

Number of unduplicated households

Number of 1:1 Homebuyer Counseling Sessions

Number of unduplicated households

3. A2: 8-Hour Homebuyer Class

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of 8-hour Homebuyer Educations Classes

Number of Attendees of 8-hour Homebuyer Classes

Number of DHCD Certificates issued

4. A3: HPAP (EAHP/NEAHP)

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of HPAP Pre Purchase Orientations conducted

Number of Attendees at HPAP Orientations

Number of Files submitted to HPAP Administrators

Number of 1:1 HPAP Counseling Sessions

Number of unduplicated households

5. A4: IZ/ADU Orientations

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of IZ Orientations Conducted

Number of Attendees at IZ Orientations

Number of DHCD Certificates issued

6. A5: IZ/ADU Income Certifications

Ignore the auto-total number.

Number of IZ/ADU Income Cetifications completed

7. A6: PADD

Ignore the auto-total number.

Number of PADD group training/coaching

Number of Attendees at PADD group training

Number of 1:1 PADD sessions (if applicable)

Number of unduplicated households receiving 1:1 PADD sessions

Number of PADD Income Certifications

8. A7: General Housing Services & Information (Group Training)

Ignore the auto-total number.

Number of Financial Literacy Trainings (including but not limited to credit & budgeting)

Number of Attendees at Financial Literacy Trainings

Number of Homebuyer Clubs Meetings

Total of Attendees at Homebuer Club Meetings

Number of group trainings or workshops not reported in other categories

Number of Attendes at group trainings or workshops not reported in other categories

9. B8: General Home Management (Post Purchase Non-Delinquent)
Ignore the auto-total number.

Number of Homeownership Preservation Workshops

Number of Attendees at Homeownership Preservation Workshops

Number of Post-Purchase Workshops (not including Homeownership Preservation)

Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)

Number of 1:1 Post-Purchase Counseling Sessions

Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions

10. B9: Foreclosure Counseling
Ignore the auto-total number.

Number of Foreclosure Workshops

Number of Attendees at Foreclsoure Workshops

Number of 1:1 Foreclosure Counseling Sessions

Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number of Foreclsoures Prevented

11. B10: Eviction Counseling

Ignore the auto-total number.

Number of Eviction workshops

Number of Attendees at Eviction workshops

1:1 Eviction Counseling

Unduplclated households 1:1 Eviction Counseling

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number Evictions Prevented

12. B11: SFRR

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of SFRRP Orientations conducted (required)

Number of 1:1 Intake sessions

Number of unduplicated households

Number of complete applications submitted in SFRRP Portal

13. B12: Legal Services for Seniors, Coops and Condos

Ignore the auto-total number.

Senior households receiving legal services

Coop Associations receiving legal services

Condo Associations receiving legal services

Number of Training for Law Firms

Number of Attendees at law firm training

Number of outreach activities

Number of new partnerships initiated

Number of clients helped with Schedule H

Number of clients helped with life planning docs

Number pro bono attorneys engaged in housing-related matters

Number veterans receiving legal counsel/advice

14. B13: Technical Assistance for Coop
Ignore the auto-total number.

Number of Co-Op Associations receiving Technical Assistance

Number of Action Plans written for Co-Op Associations

Number of Successful Outcomes for Co-Op Associations

Number of Asset Management Improvement Services Provided for Co-Op

Number of Asset Management Tactical Support Services Provided to Co-Op

Number of Consultative Services Provided to Co-Op Associations and Clients

Number of Legal Assistant Services provided to Distressed Co-Op Associations

Number of Organization Sustainability Tactical Support Services Provided to Co-Ops

Number of Ownership Educations Sessions provided to different ownership models including shared equity

Number of Relocation Plans completed and accepted for Co-Ops

Numbers of Trainings on Board Operations Governance & Management to Co-ops

Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management

Number of written Asset Management & Sustainability Plans for Co-Ops

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Co-Op Associations

Number of Associations (Coops) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Co-Op Associations

16. B13: Technical Assistance for Condo Associations

Ignore the auto-total number.

Number of Condo Associations receiving Technical Assistance

Number of Action Plans written for Condo Associations

Number of Successful Outcomes for Condo Associations

Number of Asset Management Improvement Services Provided for Condo

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo

Number of Asset Management Tactical Support Services Provided to Condo

Number of Legal Assistant Services provided to Distressed Condo Associations

Number of Consultative Services Provided to Condo Associations and Clients

Number of Organization Sustainability Tactical Support Services Provided to Condo Associations

Number of Relocation Plans completed and accepted for Condo Associations

Numbers of Trainings on Board Operations Governance & Management to condo associations

Number of written Asset Management & Sustainability Plans for Condo Associations

Number of Associations (Condos) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Condo Associations

16. B14: Technical Assistance for Small Apartment Owners (25 units and less)
Ignore the auto-total number.

Number of Inquiries Received

Number of Owners/Managers receiving Services

Number of Action Plans Written

Number of Action Plans Implemented/Completed

Number of Owners/Managers needing Asset Management Guidance

17. C15: TOPA Pre-Purchase Counseling & Training
Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Meetings with Tenant Association

Number of Attendees at TOPA Meetings

Number of TOPA Training Workshops to Tenants

Number of Attendees at TOPA Training Workshops

18. C16: TOPA Post-Purchase Counseling & Training
Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Post Purchase Training Workshops

Number of Attendees at TOPA Post Purchase Workshops

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

19. C17: Tenant Counseling for HRA - Rental Accommodation Division

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

Number of Attendees at group training/coaching

20. Marketing & Outreach

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Housing Fairs

Other Tabling Events

Flyers Distributed

Social Media Posts (Facebook, LinkedIn, Instagram)

Mailings

Paid Advertising (display ads in print)

Other

Accomplishment Narrative

21. Staffing Information: Any changes (terminations or new hires) in staff members who are on the grant? Or in the Executive Leadership or Management Team? Number of HUD Certified Counselors (expressed as FTEs) on staff at the

end of this reporting period?

Maximum characters: 1000. You have 1000 characters left.

22. Who are the current Points of Contact and email for the following: 1) Executive Leader (NOTE: Executive leader is copied on all communication): 2) Grant/Fund Development: 3) Grant/Accounting: 4) Program Managers/Directors/Supervisors:

Maximum characters: 1000 You have 1000 characters left

23. Please provide us with client success story/stories for this quarter by program. You may provide a link to an article that has been written for other purposes (newsletter, website, or newspaper article).
Redact (use a pseudonym) for any client name or other personal identifying information if you have not received a release.

Maximum characters 3000. You have 3000 characters left.

24. Any good news to share? Any events and activities coming up? (e.g. obtained other grant funds to leverage DHCD grant, Open Houses, Presentations, Community Events, etc.)
Upload a calendar of upcoming program events (in-person or webinars).

Maximum characters: 3000. You have 3000 characters left.

25. Describe your organization's involvement in other projects or initiatives with other District agencies.

Maximum characters: 3000. You have 3000 characters left.

26. Describe your marketing and outreach during this period. What groups or areas did you market to, numbers, and in what way did you contact them (mail, event, email, personal, media, etc.)?

Maximum characters: 3000. You have 3000 characters left.

27. Describe any specific obstacles (if any) to your organization's program or service delivery during this period?

Maximum characters: 3000. You have 3000 characters left.

Documents Requested *	Required?	Uploaded Documents *	
ALL: Procurement Report, as applicable Download template: Procurement Report			Upload
ALL: Language Access for Outreach and Group Sessions Download template: Language Access for Outreach and Group Sessions	Required		Upload
ALL: Calendar of Next Quarter (3 months) of Orientations, Trainings, Workshops & 8-Hour Classes	Required		Upload
A-2 HBE 8-Hour Class Attendance Certificates Download template: A-2 HBE 8-Hour Class Attendance Certificates			Upload
A-3 Homebuyer Assistance Program Intake Download template: A-3 Homebuyer Assistance Program Intake			Upload
A-4 IZ Orientation Attendance Certificates Download template: A-4 IZ Orientation Attendance Certificates			Upload
B-11 SFRRP Intake Download template: B-11 SFRRP Intake			Upload
C-15 and C-16 TOPA Reporting Download template: C-15 and C-16 TOPA Reporting			Upload
C-17 Training for Tenants and Tenant Organizations Download template: C-17 Training for Tenants and Tenant Organizations			Upload

* *ZoomGrants™ is not responsible for the content of uploaded documents.*

CDBG PUBLIC SERVICE* HOUSING COUNSELING (HC) PROGRAM

HEAD OF HOUSEHOLD DEMOGRAPHICS

IDIS Number	
Community Based Organization (CBO)	
National Objective/Matrix Code	
Project Address	
Proposed HOUSEHOLDS TO Serve	
Total HOUSEHOLDS Served	
Difference Used for CAPER Analysis	

Tip #1	Avoid Duplicative Reporting
Tip #2	Complete each cell; even if N/A (Not Applicable)
Tip #3	Do not combine Carryed-Out Cells
Tip #4	Based on HEAD of HOUSE HOLD
Tip # 5	Internet Quarterly
Tip #6	Public Services - HC (but cannot show proof a home was purchased)
Tip # 7	DFH - Sally Ann Fiorito, DHCD Grant Management Officer, sally-ann.fiorito@dc.gov

HEAD OF HOUSEHOLD CHARACTERISTICS

Race/Ethnicity/Household Composition	Q 1 Number of Households Served	Number of Hispanic Hshl	Number of Hispanic Hshl WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHlds Outside Ward 7/8	SUBTOTAL HHlds Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NEPA	HD	Outside DHV	Owner	Tenant	Female Hshl	Elderly 62 + Hshl	Homeless Hshl	Formerly Homeless Hshl	Veteran Hshl	Disabled Hshl	Household Size	ALL PRIOR PERIOD: Total Head of Household	ALL PRIOR PERIOD: Total LMI Hhlds	ALL PRIOR PERIOD: Total Tenants and Owners
White	0	0			0																							
Black/African American	0	0			0																							
Asian	0	0			0																							
Native American/Alaskan Native					0																							
Native Hawaiian/Other Pacific Islander					0																							
Native American/Alaskan Native & White					0																							
American Indian/Alaskan Native & Black					0																							
Asian & White					0																							
Black/African American & White					0																							
Native American/Alaskan Native & Black/African American					0																							
Other Multi Racial					0																							
Did Not Report					0																							
TOTAL	0	0			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Income Data (In accordance with HUD Part 5)	Q 1 Number of Households Served	Number of Hispanic Hshl	Number of Hispanic Hshl WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHlds Outside Ward 7/8	SUBTOTAL HHlds Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NEPA	HD	Outside DHV	Owner	Tenant	Female Hshl	Elderly 62 + Hshl	Homeless Hshl	Formerly Homeless Hshl	Veteran Hshl	Disabled Hshl	Household Size	ALL PRIOR PERIOD: Total Head of Household	ALL PRIOR PERIOD: Total LMI Hhlds	ALL PRIOR PERIOD: Total Tenants and Owners
Extremely Low 0-30 %	0			0	0																							
Low 31% -50%	0			0	0																							
Moderate 51%-80%	0			0	0																							
Non-Low/Moderate 81% -110%	0			0	0																							
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Additional Data (Does not apply to Single Family Residential Rehabilitation Program)	Q 1 Number of Households Served	Number of Hispanic Hshl	Number of Hispanic Hshl WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHlds Outside Ward 7/8	SUBTOTAL HHlds Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NEPA	HD	Outside DHV	Owner	Tenant	Female Hshl	Elderly 62 + Hshl	Homeless Hshl	Formerly Homeless Hshl	Veteran Hshl	Disabled Hshl	Household Size	ALL PRIOR PERIOD: Total Head of Household	ALL PRIOR PERIOD: Total LMI Hhlds	ALL PRIOR PERIOD: Total Tenants and Owners
Employer or Continuing Access to Service or Benefit				0	0																							
Owner				0	0																							
Work Improved Access to Service or Benefit				0	0																							
Received a Service or Benefit But no Longer Eligible				0	0																							
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Language Access

The recent Executive Order of the President makes English the Official Language of the United States.

Grantees may translate forms, document, trainings into other languages as they deem appropriate for the benefit of clients.

Grantees may also make provision for clients to have access who are English Proficient/Non-English Proficient (LEP/NEP).

The Language Access line remains available to Grantees. OPM can provide the phone number.

Grantees are encouraged to report on a quarterly basis concerning language accommodation for clients.

Tracking includes:

- Language
- Use of interpreter, bi-lingual staff person or language access telephonic line
- Used on the group basis or individual and the number of each

Exhibit D Method to determine Client Eligibility for Services

Method to determine Client Eligibility for Services:
By Household

DHCD will provide the spreadsheet to use for this Quarterly Report

If a grantee has two or three sources/uses of grant funds, a separate report is needed for each.

Sources/Uses includes

1. Public Services (PS),
2. Non-Public Services (NPS) and
3. NRSA Wards 7 & 8 PS & NPS.

For each the Household report includes:

Section 1

Grantees will provide the following information concerning race/ethnicity which shall be recorded by

- Ward,
- Head of Household,
- Tenant/Owner

White
Black/African American
Asian
Native American/Alaskan Native
Native Hawaiian/Other Pacific Islander
Native American/Alaskan Native & White
American Indian/Alaskan Native & White
Asian & White
Black/African American & White
Native American/Alaskan Native & Black/African American
Other Multi Racial
Did Not Report
TOTAL

Section 2

Also, each household shall be counted by income category using the CDBG income categories and dollar amounts. (See chart in this exhibit.)

Section 3

Lastly, each household shall be counted by CDNG service category.

With New or Continuing Access to Service or Benefit
With Improved Access to Service or Benefit
Received a Service or Benefit that is No Longer Substandard

The Number of Households in each of the above calculations be the same. That is, if 100 households are reported in Section 1, there must be 100 in reported also in Sections 2 and 3.

This procedures is repeated for:

- Non-Public Service Activities
- NRSA Wards 7 & 8 Public Service and Non-Public Service

INCOME LIMITS WITH UNCAPPED LIMITS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
U.S. Department of Housing and Urban Development (HUD) FY 2023
Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	84,400	96,450	108,500	120,550	130,200	139,850	149,500	159,150

	Median Income	Family Four Low Income Limit
DC	$152,100	$95,300

This grant will consider eligibility based on Household Beneficiary Data

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit E Budget Modification Form

INCOME LIMITS WITH UNCAPPED LIMITS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
U.S. Department of Housing and Urban Development (HUD) FY 2023
Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	84,400	96,450	108,500	120,550	130,200	139,850	149,500	159,150

	Median Income	Family Four Low Income Limit
DC	$152,100	$95,300

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit F Drug Free Workplace Certification

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code. and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - lll, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. Debarment, Suspension, And Other Responsibility Matters (Direct Recipient)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

1. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F. for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020. Notice shall include the identification number(s) of each effected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and incising termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (1), (c), (d), (e), and (f).

B. The applicant may insert in the space provided below the sites) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Drug-Free Workplace (Grantees who are Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, subpart F, for grantees as defined at 28 CFR Part 67; Sections 67 615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020.

As the duly authorized representative of the applications,
I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address

Housing Counseling Services, Inc.
2410 17th Street, NW, Suite 100 (Adams Alley)
Washington, DC 20009

52-0958568

2. Application Number and/or Project Name — **3. Grantee IRS/Vendor Number**

FY 2025 Housing Counseling Services Program

4. Typed Name and Title of Authorized Representative

Marian Siegel, Executive Director

Marian Siegel

October 22nd, 2024

5. Signature — **6. Date**

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit G Service Area Eligibility

This grantee provides services to residents of all DC Wards and will focus on the neighborhoods in these corridors where DHCD has invested resources for housing development.

- 16th St NW Corridor near the intersection with Havard St NW (Columbia Heights) in Ward 1
- Georgia Ave and New Hampshire Ave NW Corridor (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- Rhode Island Ave and South Dakota Ave NE Corridor (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 5
- M and South Capitol Streets SW Corridor (Greenleaf/Waterfront) in Ward 6
- Benning Road and Florida Ave NE Corridor (NoMa/Ivy City/Trinidad) Ward 6
- Minnesota Ave and Benning Rd NE Corridor (Benning, Greenway) in Ward 7
- Pennsylvania Ave and Minnesota Aves SE Corridor (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- East Capitol and Benning Rd Corridor (Capital View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- Marion Barry Ave and Martin Luther King Aves SE Corridor (Historic Anacostia, Fairlawn Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- Marion Berry Ave and Alabama Aves Corridor (Skyland, Woodland, Garfield Heights) in Ward 8
- Martin Luther King Ave and Alabama Ave Corridor (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- South Capital St and Chesapeake Aves SE Corridor (Bellevue, Washington Highlands) in Ward 8

Exhibit H Insurance Requirements

DHCD-BILL WINSTON-GRANT FOR VARIOUS COMMUNITY-BASED ORGANIZATIONS HOUSING COUNSELING AND SERVICES AF07082024

INSURANCE

A. GENERAL REQUIREMENTS. The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this grant, the types of insurance specified below. The Grantee shall submit a Certificate of Insurance to the Grant Administrator (GA) giving evidence of the required coverage prior to commencing performance under this grant. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the GA.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Grantee and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this grant, with the understanding that any affirmative obligation imposed upon the insured Grantee or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its subcontractors, and not the additional insured. The additional insured status under the Grantee's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the GA in writing. All of the Grantee's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Grantee or its subcontractors, or anyone for whom the Grantee or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the GA with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the GA in writing), covering liability for all ongoing and completed operations of the Grantee and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an

Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or it's equivalent) to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the GA in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee in connection with work under this agreement, with a minimum combined single limit of $1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Grantee shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Defense costs shall be in addition to and not erode the limits of liability
e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or it's equivalent)

3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

   Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   The Workers Compensation and Employers Liability shall be further endorsed to:
   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the GA of commercial umbrella or excess liability insurance with minimum limits of $5,000,000 per occurrence and $5,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS
Any and all subcontractors engaged by Grantee for work under this agreement shall be required to have the same insured required of Grantee. Should the Grantee wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Grantee shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Grantee. In either instance, the Grantee must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

E. DURATION. The Grantee shall carry all required insurance until all grant work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this grant and two years for non-construction related grants.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the Grantee's liability under this grant.

G. CONTRACTOR'S PROPERTY. Grantee and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.

H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the grant price.

I. NOTIFICATION. The Grantee shall ensure that all policies provide that the GA shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Grantee no long complying with the above requirements. The Grantee shall provide the GA with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the GA with an updated Certificate of Insurance should its insurance coverages renew during the grant. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Grantee at least 30 days' notice of the change. Grantee must comply, at your expense, and deliver to the GA evidence of compliance before the change becomes effective.

J. CERTIFICATES OF INSURANCE. The Grantee must send to GA, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Grantee must also provide us with evidence of renewal before the expiration date of each insurance policy. Grantee is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . Certificates of insurance must reference the corresponding grant number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:
William Winston, Grant Administrator (DHCD)
1909 Martin Luther King Jr Av SE, Washington DC 20020
771-208-9628
Bill.winston@dc.gov

The GA may request and the Grantee shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Grantee expires prior to completion of the grant, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the GA prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the GA on an annual basis as the coverage is renewed (or replaced).

K. DISCLOSURE OF INFORMATION. The Grantee agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Grantee, its agents, employees, servants or subcontractors in the performance of this grant.

L. CARRIER RATINGS. All Grantee's and its subcontractors' insurance required in connection with this grant shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.

M. WARRANTIES. When applicable, the Grantee should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). GA should collect, review for accuracy, and maintain all warranties for goods and services.

Exhibit I **Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures**

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director		10/15/25
2. Chris Earley, Deputy Director	CEE	10/16/25
3. Julia Wiley, General Counsel	JW	10/9/25
4. Bill Winston, Associate Director of Community Services	WW	10/2/25
5. Granville M. Woodson, Program Analyst	GMW	9/30/2025
6.		

SUBJECT: Lydia House Grant Agreement (Housing Counseling)

Director's Comments:

Action

APPROVAL	CIRCULATE	CORRECTION	FILE	FYI	INVITATION	MEETING	SIGNATURE
☒	☐	☐	☐	☐	☐	☐	☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Lydia's House $400,000.00 Grant #2025-07

Originating Office

FROM: G. Woodson	TELEPHONE NUMBER:
DATE: 9/30/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE:

OFFICE OF THE DIRECTOR
OCT 16 '25 AM10:29

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

10/2/25 #138

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

OCT 16 2025

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Granville M. Woodson
Program Analyst

Date: September 30, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division request execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Lydia's House**
ACTIVITIES FUNDED:	**Housing Counseling**
GRANT AMOUNT:	**$400,000.00**
ATTACHMENTS:	**FY25 Executed Grant Agreement #2025-07** **FY26 Modification Agreement #2025-07** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-07
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

MODIFICATION OF GRANT AGREEMENT
BY AND BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
AND
LYDIA'S HOUSE IN SOUTHEAST

This Modification of Grant Agreement (the **"Modification"**) is entered into as of the 16 day of October 2025, (**"Effective Date"**), by and between the **District of Columbia**, a municipal corporation (hereinafter sometimes referred to as the **"District"**), acting by and through the District of Columbia Department of Housing and Community Development (hereinafter referred to as the **"Grantor"** or **"DHCD"**), and **Lydia's House in Southeast** [Entity Identifier HA5MFJL1PBF6], a non-profit corporation organized and existing under the laws of the District of Columbia, (hereinafter sometimes referred to as the **"Grantee"**) with its principal place of business at 4101 Martin Luther King Jr. Ave SE, Washington, DC 20032. The Grantor and Grantee shall be together referred to as the "Parties."

RECITALS:

1. DHCD, with offices at 1909 Martin Luther King, Jr. Avenue, SE, Washington, DC, 20020, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program pursuant to the District of Columbia Community Development Act of 1975 (D.C. Official Code § 6-1001 *et seq.*) and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Parties entered into a Grant Agreement (DHCD Contract No. 2025-07) **("Grant Agreement or "Agreement")** effective on February 1, 2025, that memorialized a funding award to Grantee derived from the District's Community Development Block Grant Program ("CDBG") Grant allocation for the purpose of providing a range of HUD housing counseling services that benefit low and moderate-income persons in the District of Columbia for the period from February 1, 2025 through December 31, 2025. (**"Grant Term"**). The Grant Agreement is attached hereto as ***Exhibit A*** and incorporated herein.

3. Section III.C. of the Grant Agreement included an erroneous statement regarding immigration status of Grant services beneficiaries.

4. Pursuant to Section XXII. of the Agreement, the Parties desire to amend the Agreement to correct that erroneous statement and for other purposes.

NOW, THEREFORE, in consideration of the mutual agreements of the Parties set forth herein, the Parties hereby agree as follows:

1. The above recitals are hereby incorporated and made a part of this Amendment.

2. Capitalized terms used in this Amendment that are not defined herein shall have the meanings given to such terms in the Grant Agreement.

3. **Section III. Grant Award Subsection C. Paragraph 1**
The second sentence, to include footnote 5 for a Housing Counseling Services Grant or footnote 7 for a Small Business Services Grant is deleted. **This change is retroactive to the Grant Effective Date.**

4. **Section IV. Grant Term and Periods of Performance**
The Grant term and Periods of Performance are revised. The text in the first paragraph of Section IV. is deleted and replaced with the following text:

*The term of this Agreement shall commence on the Effective Date and continue through September 30, 2026 (**"Grant Term"** or **"Term"**). There are two Performance Periods during this Term. The first Performance Period begins on the Effective Date and ends on September 30, 2025. The second Performance Period begins on October 1, 2025, and ends on September 30, 2026.*

5. **Section III. Grant Award** is amended to add a new subsection B. to read as follows:

*B. The Grant Award is amended to authorize a budget for Grant services to be provided during the Performance Period that begins October 1, 2025, and ends on September 30, 2026. (**"FY 2026 or FY 26"**). Total Grant authority in FY 26 shall not exceed **Four Hundred Thousand Dollars and No Cents [$400,000.]**.*

The FY 2026 Grant funding is allocated as follows:

Sources and Uses of Funds:

Non-Public Service ("NPS") [CDBG EN]	*$ 65,000.*
NRSAs Ward 7 and Ward 8 [CDBG EN]	*$335,000.*
TOTAL CDBG [EN]	*$400,000.*
TOTAL AWARD [All Sources]	*$400,000.*

Notwithstanding the designated source of funds, the Grantor reserves the right to provide funding from another source(s). In all cases, applicable Federal and District laws and regulations shall apply regardless of the source.

The FY 26 funds will be used to fund a range of services which HUD has defined as (insert one of the following)

- ***Housing Counseling Services: Public Services and Non-Public Services provided by a HUD Approved Counseling Agency ("HCA").***

The specific Grant activities are described in ***Exhibit B*** *attached hereto, which includes:*
(a) the Statement of Work,
(b) The Grantor approved Workplan

(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as ***Exhibit C****. and incorporated herein. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.*

6. The Parties agree that this Modification does not otherwise affect or impair their obligations under the Grant Agreement, and all terms, conditions and obligations of the Grant Agreement, not amended herein, shall continue in full force and effect as prescribed in the Grant Agreement.

7. This Modification shall be binding upon and inure to the benefit of the Parties to this Agreement and to their successors and assigns and continue so long as the Grant Agreement is effective.

8. Grantor and Grantee agree that if any of the terms and conditions contained herein shall contradict any of the terms and conditions in the Grant Agreement, the terms and conditions contained herein shall prevail.

IN WITNESS WHEREOF, the Parties have executed this Modification by and through their duly constituted and authorized officers and agents on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-07
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

GRANTOR SIGNATURE PAGE

DISTRICT OF COLUMBIA, a municipal corporation acting by and through the Department of Housing and Community Development

By: _____
Colleen Green
Director

10/16/25
Date

Legal Review:

By: Julia H Wiley
Office of the General Counsel
Department of Housing
and Community Development

Date: 10/9/25

DHCD Contract No. 2025-07
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

GRANTEE SIGNATURE PAGE

LYDIA'S HOUSE IN SOUTHEAST
a District of Columbia nonprofit corporation

By: _____
Cliff M. Beckford
Executive Director

10/20/2025
Date

DHCD Contract No. 2025-07
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT A

FY 2025 Grant Agreement

DHCD Contract No. 2025-07
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT B

FY 2026 Statement of Work
and
Workplan

DHCD Contract No. 2025-07
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT C

FY 2026 Budget

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education, and training services to support DHCD's housing programs and initiatives and promote compliance with District housing regulations. All the services are intended to empower potential homeowners, actual homeowners, and tenants to preserve affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership, (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner-occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached work plan and performance measures. Marketing and outreach for the services provided is an activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals, and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of this service, the Grantee shall conduct a complete needs assessment of everyone based on (a) the initial request for housing counseling, (b) the Grantee's additional knowledge of the individual, and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow-up and conduct a final assessment of the services' impact. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program

FY25 Housing Counseling Services Workplan

Organization Name:	Lydia's House in Southeast
Grant Number:	2025-07

Performance Period: 10/1/2025 to 09/30/2026

RFA Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	NRSA Ward 7 & 8 All Services	Total
A1	HUD Housing Counseling	20	Number of First Time Homebuyers Purchasing Homes	Public Service or NRSA		$0.00	$107,519.06	$107,519.06
A1		750	Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		750	Number of 1:1 Counseling Sessions (Budget & Credit)					
A1		1000	Number of unduplicated households					
A1		150	Number of 1:1 Homebuyer Counseling Sessions					
A1		800	Number of unduplicated households					
A2	8-Hour Homebuyer Class	12	Number of 8-hour Homebuyer Education Classes	Public Service or NRSA		$0.00	$97,598.19	$97,598.19
A2		700	Number of Attendees of 8-hour Homebuyer Classes					
A2		700	Number of DHCD Certificates Issued					
A3	HPAP (EAHP/NEAHP)	12	Number of HPAP Pre Purchase Orientations conducted	Non-Public Service or NRSA		$48,486.47	$42,506.35	$90,992.82
A3	(NPS ONLY)	400	Number of Attendees at HPAP Orientations					
A3		125	Number of Files submitted to HPAP Administrators					
A3		350	Number of 1:1 HPAP Counseling Sessions					
A3		350	Number of unduplicated households					
A4	IZ/ADU Orientations	20	Number of IZ Orientations Conducted	Public Service or NRSA		$0.00	$37,830.65	$37,830.65
A4		1500	Number of Attendees at IZ Orientations					
A4		1500	Number of DHCD Certificates Issued					
A5	IZ/ADU Income Certifications	0	Number of IZ/ADU Income Certifications completed	Public Service or NRSA		$0.00	$0.00	$0.00
A6	PADD	0	Number of PADD group training/coaching	Public Service or NRSA		$0.00	$0.00	$0.00
A6		0	Number of Attendees at PADD group training					
A6		0	Number of 1:1 PADD sessions (if applicable)					
A6		0	Number of unduplicated households receiving 1:1 PADD sessions					
A6		0	Number of PADD Income Certifications					
A7	General Housing Services & Information (Group Training)	6	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)	Public Service or NRSA		$0.00	$17,852.67	$17,852.67
A7		90	Number of Attendees at Financial Literacy Trainings					
A7		0	Number of Homebuyer Clubs Meetings					
A7		0	Total of Attendees at Homebuer Club Meetings					
A7		0	Number of group trainings or workshops not reported in other categories					
A7		0	Number of Attendes at group trainings or workshops not reported in other categories					
B10	Eviction Counseling	0	Number of Eviction workshops	Public Service or NRSA		$0.00	$0.00	$0.00
B10		0	Number of Attendees at Eviction workshops					
B10		0	1:1 Eviction Counseling					
B10		0	Unduplicated households 1:1 Eviction Counseling					
B10		0	Number referred to Attorney(s) for Legal Services					
B10		0	Number of 1:1 Attorney Consultations (Law Firm Subrecipients Only)					
B10		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecipients Only)					
B10		0	Number Evictions Prevented					
B11	SFRR	8	Number of SFRRP Orientations conducted (required)	Public Service or NRSA			$17,852.67	$17,852.67
B11		100	Number of 1:1 Intake sessions					
B11		100	Number of unduplicated households					
B11		40	Number of complete applications submitted in SFRRP Portal					
B12	Legal Services for Seniors, Coops and Condos	0	Senior households receiving legal services	Public Service or NRSA				$0.00
B12	(Law Firm Subrecipients Only)	0	Coop Associations receiving legal services					
B12		0	Condo Associations receiving legal services					
B12		0	Number of Pro Bono Legal Services Recruited and Retained					
B12		0	Number of Trainings for Law Firms (Trainings)					
B12		0	Number of Attendees at trainings for Law Firms (Attendees)					
B12		0	Number of new partnerships initiated					
B12		0	Total Number of Trainings to and work with Pro Bono Provided					
B12		0	Number of outreach presentations conducted					
B12		0	Number of outreach activities conducted					
B12		0	Number of Senior Households that received Legal Counsel or Consultation					
B12		0	Number of Senior households that received Legal Representation					
B12		0	# of clients helped with Schedule H					
B12		0	# of clients helped with life planning docs					
B12		0	# pro bono attorneys engaged in housing-related matters					
B12		0	# veterans receiving legal counsel/advice					
B13	Technical Assistance for Co-Ops and Condo Associations	0	Number of Co-Op Associations receiving Technical Assistance	Public Service or NRSA				$0.00
B13	Coops	0	Number of Action Plans written for Co-Op Associations					
B13	Coops	0	Number of Successful Outcomes for Co-Op Associations					
B13	Coops	0	Number of Asset Management Improvement Services Provided for Co-Op					
B13	Coops	0	Number of Asset Management Tactical Support Services Provided to Co-Op					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Legal Assistant Services provided to Distressed Co-Op Associations					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Organization Sustainability Tactical Support Services Provided to Co-Ops					
B13	Coops	0	Number of Ownership Education Sessions provided to different ownership models including shared equity					
B13	Coops	0	Number of Relocation Plans completed and accepted for Co-Ops					
B13	Coops	0	Numbers of Trainings on Board Operations Governance & Management to Co-ops					
B13	Coops	0	Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management					
B13	Coops	0	Number of written Asset Management & Sustainability Plans for Co-Ops					
B13	Condos	0	Number of Condo Associations receiving Technical Assistance					
B13	Condos	0	Number of Action Plans written for Condo Associations					
B13	Condos	0	Number of Successful Outcomes for Condo Associations					
B13	Condos	0	Number of Asset Management Improvement Services Provided for Condo					
B13	Condos	0	Number of Annual Survey of Clients (interactive) to gauge success and appropriate methodologies completed for Condo					
B13	Condos	0	Number of Asset Management Tactical Support Services Provided to Condo					
B13	Condos	0	Number of Legal Assistant Services provided to Distressed Condo Associations					
B13	Condos	0	Number of Consultative Services Provided to Condo Associations and Clients					
B13	Condos	0	Number of Organization Sustainability Tactical Support Services Provided to Condo Associations					
B13	Condos	0	Number of Relocation Plans completed and accepted for Condo Associations					
B13	Condos	0	Numbers of Trainings on Board Operations Governance & Management to condo associations					
B13	Condos	0	Number of written Asset Management & Sustainability Plans for Condo Associations					
B13	Coops and Condos	0	Number of Annual Survey of Clients (interactive) to gauge success and appropriate methodologies completed					
B13	Coops and Condos	0	Number of Associations (Coops and Condos) referred to pro/at nonprofit Law Firm					
B13	Coops and Condos	0	Number of Trainings on Development including Relocation and Construction Management					
B14	Technical Assistance for Small Apartment Owners (25 units and less)	0	Number of Inquiries Received	Public Service or NRSA				$0.00
B14		0	Number of Owners/Managers receiving Services					
B14		0	Number of Action Plans Written					
B14		0	Number of Action Plans Implemented/Completed					
B14		0	Number of Owners/Managers needing Asset Management Guidance					
B8	General Home Management (Post Purchase Non-Delinquent)	4	Number of Homeownership Preservation Workshops	Public Service or NRSA			$8,501.27	$8,501.27
B8		25	Number of Attendees at Homeownership Preservation Workshops					
B8		2	Number of Post-Purchase Workshops (not including Homeownership Preservation)					
B8		25	Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)					
B8		25	Number of 1:1 Post-Purchase Counseling Sessions					
B8		25	Number of Unduplicated households participating in 1:1 Post-Purchase Counseling Sessions					
B9	Foreclosure Counseling	4	Number of Foreclosure Workshops	Public Service or NRSA			$17,852.67	$17,852.67
B9		40	Number of Attendees at Foreclosure Workshops					
B9		40	Number of 1:1 Foreclosure Counseling Sessions					
B9		40	Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions					
B9		0	Number of 1:1 Attorney Consultations (Law Firm Subrecipients Only)					
B9		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecipients Only)					
B9		0	Number referred to Attorney(s) for Legal Services					
B9		6	Number of Foreclosures Prevented					
C15	TOPA Pre-Purchase Counseling & Training	0	Number of TOPA Meetings with Tenant Association	Public Service or NRSA				$0.00
C15		0	Number of Attendees at TOPA Meetings					
C15		0	Number of TOPA Training Workshops to Tenants					
C15		0	Number of Attendees at TOPA Training Workshops					
C16	TOPA Post-Purchase Counseling & Training	0	Number of TOPA Post Purchase Training Workshops	Public Service or NRSA				$0.00
C16		0	Number of Attendees at TOPA Post Purchase Workshops					
C16		0	Number of unduplicated households					
C16		0	Number of one on one counseling sessions					
C16		0	Number of group training/coaching					
C17	Tenant Counseling for HRA - Rental Accomodation Division	0	Number of unduplicated households	Public Service or NRSA				$0.00
C17		0	Number of one on one counseling sessions					
C17		0	Number of group training/coaching					
C17		0	Number of Attendees at group training/coaching					
Marketing	MARKETING AND OUTREACH	4	Housing Fairs	Public Service or NRSA			$4,000.00	$4,000.00
Marketing		8	Other Tabling Events					
Marketing		1500	Flyers Distributed					
Marketing		60	Social Media Posts (Facebook, LinkedIn, Instagram)					
Marketing		400	Mailings					
Marketing		1	Paid Advertising (display ads in print)					
Marketing			Other					
Marketing			Other					
	TOTALS	12401			$0.00	$48,486.47	$351,513.53	$400,000.00

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
RESIDENTIAL & COMMUNITY SERVICES (NBA)

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	Lydia's House
PERIOD OF PERFORMANCE:	10/1/2025 to 09/30/2026
FISCAL YEAR:	FY 2026
TYPE OF ACTIVITY:	HOUSING COUNSELING & SERVICES

Instructions: Please add rows as needed.

Cost Category	Oct/Nov/Dec	Jan to Sept	Total
Personnel (Salary & Fringe)	$65,849.18	$194,435.28	$260,284.46
Consultants	$3,900.00	$12,150.00	$16,050.00
Space	$8,700.00	$26,100.00	$34,800.00
Accounting	$0.00	$0.00	$0.00
Telephone	$3,204.00	$9,517.62	$12,721.62
Consumables	$450.00	$400.00	$850.00
Marketing & Outreach	$750.00	$750.00	$1,500.00
Training	$600.00	$400.00	$1,000.00
IT Services & Support	$3,420.00	$10,800.00	$14,220.00
Cleaning	$3,200.00	$3,200.00	$6,400.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$90,073.18	$257,752.90	$347,826.08
Total Indirect Costs (De Minimis Cost Rate up to Max 15%)	$13,510.98	$38,662.94	$52,173.91
Total Costs	$103,584.16	$296,415.84	$400,000.00

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
RESIDENTIAL AND COMMUNITY SERVICES (NBA)

Budget Form A (3-2): Personnel Information

Rev. 06/25/2025

ORGANIZATION NAME:	Lydia's House
FISCAL YEAR:	FY 2026
BUDGET PERIODS:	10/1/2025 to 12/31/2026
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Oct/Nov/Dec Hourly Rate	Q1 # of Hours	Jan-Sept Hourly Rate	Jan-Sept # of	Total Costs
[redacted]						
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
Personnel Subtotals				Personnel Subtotals		$216,903.72
Fringe Benefits (Max 20%)				Fringe Benefits (Max 20%)		$43,380.74
Total Grant Personnel Costs				Total Grant Personnel Costs		$260,284.46

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director	CG	3/24/25
2. Chris Earley, Deputy Director	CE	3/21/25
3. Julia Wiley, General Counsel	JW	3/20/25
4. Bill Winston, Associate Director of Community Services	JWLW	3/20/25
5. Clyde Edwards, Program Analyst	CDE	3/13/25
6.		

SUBJECT:

Director's Comments:

Action

APPROVAL	CIRCULATE	CORRECTION	FILE	FYI	INVITATION	MEETING	SIGNATURE
☒	☐	☐	☐	☐	☐	☐	☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Lydia;s House- NBAP FY25 Housing Services $268,000.00 Grant # 2025-07

Originating Office

FROM: C. Edwards	TELEPHONE NUMBER:
DATE:3/13/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE:

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

REV 1.0 10/25/23

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

To: Colleen Green
Director

MAR 24 2025

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Clyde D. Edwards
Economic Development Program Specialist

Date: 3/20/2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Lydia's House in Southeast DC**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$ 268,000.00**
ATTACHMENTS:	**FY25 Grant Agreement #2025-07** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

DISTRICT OF COLUMBIA.

COMMUNITY SERVICES
HOUSING COUNSELING SERVICES

GRANT AGREEMENT

BY AND BETWEEN
THE DISTRICT OF COLUMBIA
AND

LYDIA'S HOUSE IN SOUTHEAST

This Grant Agreement ("Grant" or "Agreement"), is made effective as of March 24, 2025, ("Effective Date"), by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the D.C. Department of Housing and Community Development (hereinafter referred to as "Department," "DHCD" or "Grantor") and Lydia's House, Inc., a District of Columbia non-profit corporation Grantee [DUNS No. Unique Entity Identifier (UEI) HA5MFJL1PBF6] (hereinafter referred to as "Grantee") with its principal place of business at 4101 Martin Luther King Jr. Ave SE Washington DC 20032. Grantor and Grantee shall be collectively referred to herein as the "Parties."

RECITALS

1. The Department with offices at 1909 Martin Luther King Jr Avenue SE, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975, D.C. Official Code§ 6-1001 *et seq.*, and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Department is authorized to fund community based non-profit organizations that provide housing counseling services for low- and moderate-income persons.

3. On June 7, 2024, the Department published a Notice of Funding Availability ("NOFA") in the D.C. Register, which announced the forthcoming issuance of the Fiscal Year ("FY") 2025 Request for Applications ("RFA") for the Neighborhood-Based Activities Housing Counseling Services Program ("HCSP"). The RFA was issued on June 21, 2024, that solicited applicants to provide services to District of Columbia ("District") residents as a part of the Department's HCSP. HCSP includes Public Services ("PS"), and Non-Public Services ("NPS") as defined in Section I herein. U.S. Department of Housing and Urban Development ("HUD") approved counseling agencies employing one or more certified HUD counselors are eligible to provide both PS and NPS services, while organizations which do not have HUD approval status may provide PS services only. The RFA included an opportunity for applicants to provide one or more of seventeen (17) services listed in the RFA. These services include HUD-approved counseling in keeping with 24 CFR 5.100 and related Federal regulations (in 2 CFR Part 200, and 24 CFR Part 214) as well as services related to local DC programs which are administered by the Department. The RFA and the requirements set forth therein are also incorporated by reference herein.

4. The Grantee's RFA application demonstrates that its organization possesses project management, and organizational and administrative capacity to successfully perform as a nonprofit grant subrecipient under the Department's HCSP, and accordingly DHCD has determined to award a grant to the Grantee in FY 2025 ("25" or "2025").

5. The Grantor proposes to fund HCSP grant activities in FY 2025 from its allocation of Community Development Block Grant ("CDBG") funds authorized by Title I of the U.S. Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), 24 CFR Part 570.

6. As a condition precedent to disbursement of the Grant proceeds to Grantee for the sole and exclusive purposes described in Exhibit A (which includes the "Statement of Work" and the approved "Workplan", both attached hereto and made a part hereof), the Department requires that Grantee enter into this Agreement setting forth the terms and conditions of the Grant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are hereby incorporated by reference and made a part hereof.

Section I. Definitions.

A. As used herein, the following terms shall have the meanings indicated:

a) **Fiscal Year**: All references to Fiscal Year(s) ("FY") herein refer to the District Government fiscal year which is October 1st to September 30th
b) **Neighborhood Revitalization Strategy Area** ("NRSA") refers to the HUD approved areas of Wards 7 and 8 which have been designated as strategic areas for revitalization. Services to Ward 7 and Ward 8 regardless of whether Public Service or Non-Public Service, attributed to the NRSA.
c) **Non-Public Services** refers to 24 CFR 5.100 counseling services provided to clients in connection with the purchase of a specific home. All other 24 CFR 5.100 counseling is Public Service.
d) **Public Services** refers to all other services and may include group training and/or one on one counseling.
e) **Performance Periods**: The Performance Period is defined as the start date and end date for which Grant funds are awarded to execute an approved Workplan and Statement of Work in keeping with the RFA for FY 2025. (See Section IV below.)

Section II. Exhibits.

The Exhibits listed below and the terms and conditions of the same are incorporated herein and made a part of this Agreement.

A. Services to be Provided
- Statement of Work
- Section 3 from the FY 25 RFA: Services
- Workplan as approved by the Grantor

B. Budget
- Schedules A (3-1) and A (3-2) for the First Performance Period

C. Required Reporting Forms
- Monthly Performance Report on group trainings/orientations/workshops and one on one counseling (in connection with the Statement of Work and Workplan), as well as reports on DHCD certificates issued, outreach and marketing activities, and upcoming group trainings.

- Quarterly Beneficiary Data and Demographics for each of the following (a) PS, (b) NPS, and (c) NRSA activities.
- Quarterly Language Access Report (Optional)
- Quarterly Banking Report (as applicable)
- Quarterly Procurement Report (as applicable)
- Quarterly Submission of Minutes of Board of Directors Meetings

D Method to determine Client Eligibility for Services
E Budget Modification Form
F Drug Free Workplace Certification
G Service Area Eligibility
H Insurance Requirements
I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Section III. Grant Award

A. The Department shall make a Grant of the District's CDBG Entitlement Grant Federal Award No: B-24-MC-11-0001 ("CDBG Federal Award") to Grantee in an amount not to exceed Two Hundred Sixty-Eight Thousand Dollars and No Cents ($268,000.00) (the "Grant") and is allocated as follows:

Sources and Uses of Funds:

Non-Public Service ("NPS") [CDBG EN]	$ 43,550.00
NRSAs Ward 7 and Ward 8 [CDBG EN]	$ 224,450.00
TOTAL CDBG [EN]	$ 268,000.00

Notwithstanding the source of funds designated above, the Grantor reserves the right to provide funding from another source(s). In all instances, applicable Federal and District laws and regulations shall apply regardless of the funding source. The Grant award shall be used to fund a range of services which HUD has defined as Housing Counseling Services: Public Services and Non-Public Services by a HUD Approved Counseling Agency ("HCA").

The specific Grant activities are described in Exhibit A (attached hereto) which includes
(a) the Statement of Work,
(b) Lines of Services - Section 3.2 of the Request for Applications (RFA), and

(c) The approved Workplan
(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

C. The Grant services will benefit low-and-moderate income persons living in the District of Columbia. In keeping with recent Presidential Executive Orders, Grantees should only use grant funds for US citizens and should maintain such documentation to prove citizenship.[25]

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as Exhibit B. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.

D. The Catalog of Federal Domestic Assistance ("CFDA") number is 14.218.

E. The Uniform Administrative Requirements for Federal Grants are applicable to this grant award and are available online at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1. Also, the Grantee must comply with the Community Development Block Grants regulations 24 CFR part 570 that govern this award and other related HUD regulations, which are incorporated herein by reference.

Section IV. Grant Term and Periods of Performance

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2025. During this term, there are two Performance Periods. The First Performance Period is the Effective Date to September 30, 2025. The Second Performance Period is October 1, 2025, to December 31, 2025.

Funding for each Performance Period is in the sole discretion of the Grantor and requires meeting all due diligence requirements prior to award.

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[25] Examples of such document may include copies of unexpired state issued Real ID identification or driver's license, unexpired US passport or US passport card, active duty Military ID, current Green Card or Naturalization documents with state issued photographic identification.

The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of Grant funds or other Grant assets.

Section V. Statement of Work/CDBG Eligible Activities/Eligible Costs/Business Operations

A. CDBG Eligible Activities

1. Grantee shall use the CDBG Grant proceeds solely to fund Grantor-approved service activities that are intended to provide services and empower low- and moderate- income persons in the District of Columbia to make informed housing choices and achieve their housing goals, whether it's finding affordable rental housing, purchasing a home or obtaining financial assistance for critical home repairs.

The best way to provide this critical information to a client in order to assist them in their decision-making process is to adhere to 24 CFR 5.100[26] [in which a HUD certified counselor conducts (1) intake (2) financial and housing affordability analysis with affordability calculation (3) an action plan and (4) follow-up counseling to implement the action plan and achieve its stated goals].

The Grant services to be provided are described in Exhibit A. This description includes the major tasks, activities and project deliverables to be provided under this Grant. The Grantor reserves the right to alter or change the District of Columbia program requirements including eligibility, services provided, service methodology, service delivery and program goals during the performance period.

The proposed Grant activities are CDBG eligible activities pursuant to 24 CFR 570.201(e).

2. Grantee shall sponsor outreach events that inform the community about the Grant activities and participate in other community events as requested by Grantor.

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[26] 24 CRF 5.100: "Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling."

3. The Grantee must retain records which demonstrate that each activity funded under this Grant is CDBG eligible and document the amount of CDBG funds expended for each activity. This includes the activity itself, the outcomes, and the records concerning beneficiaries in keeping with subsection (B)(2) below receiving services. Any authorizations needed together with beneficiary statistical information should be obtained by the Grantee during intake or registration. HUD does not grant exceptions or authorize the District to make exceptions to this requirement.

B. CDBG National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention of slums or blight; 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. The Grantee certifies that the CDBG-assisted activities to be carried out under this Agreement will meet the National Objective of primarily benefiting low- and moderate-income persons (limited clientele activities) in accordance with Federal and District Requirements. The minimum threshold requires that at least 51% of the households served with CDBG funding must be low- and moderate-income households; provided however, that a Grantee whose application claimed additional scoring points for agreeing to provide Grant services to more than 51% low- and moderate-income beneficiaries, must adhere to the percentage they elected in their application.[27]

In accordance with the Grantee's election in their Application for a grant award and for receiving additional points in scoring, the Grantee has agreed to exceed the minimum requirement and to serve at least 90% low- and moderate-income beneficiaries.

Note: This percentage cannot be decreased as it was used for scoring in a competitive round of funding.

4. The Grantee shall disclose to any client that services are provided free of charge by a Grant funded by DHCD using Federal funds and therefore the Grantee has certain reporting

[27] In responding to the RFA published June 21, 2024, applicants were given the opportunity to receive additional points in scoring for committing to exceed the CDBG minimum threshold to either a 75% minimum or a 90% minimum.

requirements in order to provide the Grant services free of charge. The Grantee shall use appropriate forms to obtain a client authorization, as required, to comply with the terms of this Agreement and to meet HUD reporting requirements,

C. Staffing

Where HUD requires services are to be provided by a Certified HUD Housing Counselor, the Grantee shall comply with that requirement and not permit services reserved to HUD certified counselors to be provided by others.

To the extent applicable, Grantee agrees to secure the services of qualified personnel that are licensed and bonded in the District of Columbia to perform the CDBG Federal Award activities and services listed in Exhibit A.

Any changes in personnel or their general Grant responsibilities as set forth in Exhibit A are subject to the prior written approval of DHCD. In this regard, it is essential that the Grantee immediately report terminations and proposed new hires to the Grantor.

D. Business Operations

1. Grantee shall observe business hours of operation onsite in their service location(s) that align with District Government hours of operation specifically Monday through Friday 9:00 am to 4:30 pm (DC holidays excepted)[28] and shall ensure that sufficient staff are on site at Grantee's place of business to carry out Grant services.

2. During the hours of operations, Grantee shall have live answered telephones for incoming calls. If the Grantee's phone system utilizes an auto-attendant function or voicemail, announced option to the caller must include an option to press a certain key (such as "0" for an Operator) to be connected to a staff person in real time who can answer and field questions, redirect a caller to a staff person who can address a caller's inquiries, or provide registration information. DHCD and other DC agencies such as the Office of the Attorney General may check Grantee's compliance with this requirement from time-to-time.

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[28] DC Holidays include New Year's Day, Dr. Martin Luther King, Jr. Holiday, Washington's Birthday, DC Emancipation Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Day.

E. Grantee may offer clients virtual appointments as well as virtual group informational or educational activities, but Grantee shall also provide clients an option for in-person services (including both in-person one on one appointments as well as some in-person group informational or educational activities.) The Grantee shall not refuse in-person services to DC residents.

F. Housing Resource Center (HRC) and Late Night Hours: As required by the RFA, "Applicants selected for the award shall participate (in a regular rotation) in staffing onsite at the Department's Housing Resource Center (HRC). The HRC provides services to DC residents by appointment and walk-ins." The HRC is located in the Grantor's offices at 1909 Martin Luther King Jr Av SE. The HRC coordinator, in conjunction with the Associate Director for Community Services, will develop a schedule in consultation with Grant subrecipients for staffing the HRC on a rotating basis on weekdays.

RFA applicants were awarded additional points in their score by committing to "Extended Office Hours." The options included providing office hours until 7:00 pm at least one (1) day a week in their office location and/or until 7:00 pm at least two (2) days a month in the HRC.

In accordance with the Grantee's selection in their Application for grant award and funding, the Grantee has committed to serve Extended Office Hours Extended Office Hours until 7:00 pm one (1) day a week in their office and one (1) day in the HRC.

Section VI. Disbursement/Required Support Documentation

A. Reasonable, Allowable, Necessary, Allocable

1. Grantee may request reimbursement for actual expenses incurred to provide services and as described in the Grant Budget (A 3-1 and A 3-2). Requests must meet all four criteria: reasonable, necessary, allowable, and allocable. (2 CFR 200.305)
   a. ***Allowable costs.*** Reimbursements are limited to the expenses directly related to activities supported by the grant activities and are subject to the regulations of the Federal and District Governments. Expenses related to activities should be necessary, reasonable, allowable and allocable.
   b. ***Limitations on allowable costs.*** A grantee may not use an indirect cost rate to determine allowable costs under its grant.
   c. **Some *Unallowable costs.*** Expenses that are not allowable include (but are not limited to) sales tax, late fees, debts, tips & gratuities, food, alcohol, controlled substances, cash reserves or investments, money given to individuals (including

donations, grants or loans), contributions to organizations, costs of fundraising, fund development, grant writing, advocacy, lobbying, and purchase of goods or services for personal use or benefit.

2. In addition, Grantee must demonstrate to the reasonable satisfaction of the Grantor that Grant performance milestones have been achieved. All requests for payment of eligible expenses shall be associated with the budget line items specified in Exhibit B (Budget Schedule A (3-1), estimated cost invoices and satisfactory Grant performance.

3. Grantees may not be reimbursed for expenses paid through Cash app or other similar peer-to-peer payment platforms, since such platforms create issues for recordkeeping, auditability, and compliance with grant regulations.

4. The Grantee shall not supplant funds or seek reimbursement for expenses that may be reimbursed by another grant (Federal, District, or private) either prior to or subsequent to reimbursement by the Grantor.

5. The Grantee must have the capacity for bookkeeping and accounting services required to track Grant expenses and create payment requests in keeping with Federal and District requirements, either on staff or by a third-party contractor.

6. The Grantee shall create and submit payment requests in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the Grantee to create and submit invoices by selecting the applicable purchase order number which is listed on the Grantee's profile.

7. All Grantees must be registered in the portal prior to invoice submission. The vendor portal website is **https://cfo.dc.gov./supplier_portal**. Please log onto the portal for further details and instructions. Questions can be submitted to **suppliers@dc.gov**.

B. Form of Submission of Payment Requests

1. The cover sheet to the reimbursement package must be the 30A Form of the Department [RCSD DHCD 306A Revised October 2024]. No other cover sheet is needed. This form should contain the Purchase Order Number, the IDIS Number, and the Partial Payment Number in accordance with Department's guidelines.

Payments requests are contingent upon certification by the Grantee in the following form as contained on the 306A (RCSD DHCD 306A Revised October 2024). The Certification is to be made by the chief executive officer, or the chief financial officer or the chief operations officer if the Governing Board has authorized this officer to act on behalf of the board to sign.

"I certify that all items, quantities and prices of work and material shown in the requisition are correct to the best of my knowledge and belief. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information , or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812." (2 CFR 200.415)

2. Page 2 and Page 3 shall be the Reimbursement Request A 3-1 and A 3-2.

3. Page 4 shall be the Invoice Cover Sheet with:
   a. A unique identifier (e.g. a row number or brief alphanumeric code) shall be assigned by the Grantee to non-personnel invoices and with the same unique identifier marked on each and every supporting document (e.g. receipt, proof of payment, cancelled checks, contracts, scopes of works, services rendered, vendor statement or document, Grantee's notes) submitted. The unique identifier shall be listed on the invoice cover sheet.
   b. Vendor's name
   c. Remittance address
   d. Invoice number
   e. Invoice date
   f. Contract number (also known as Grant Number)
   g. Purchase order number (if any)
   h. Invoice Amount
   i. The Amount which the Grantee is requesting reimbursement
   j. Quantity of goods/services delivered. Deliverables. Shipping and payment terms
   k. Other substantiating documentation that justifies and supports the payment request.

4. Page 4 and subsequent pages as needed shall include the supporting documents for the reimbursement request including signed timesheets, payroll reports, invoices from vendors marked as described above. (See Section E below.)

C. HUD Related Requirements

1. Federal regulations require that reimbursement under the Grant is tied to (a) beneficiary data reporting and (b) program performance. Failure to meet reporting deadlines for performance and/or beneficiary service data will suspend temporarily the processing of Grantee payment requests. Staff unavailability does not waive the requirement to meet reporting deadlines, and Grantee shall ensure that adequate staff are trained or cross-trained to prepare and submit reports timely.

2. The Grantee should be aware that HUD maintains an *Integrated Disbursement and Information System* ("IDIS"), a database in which the Grantor must make reports during the performance period on each Grantee's account. HUD flags subrecipient accounts when reporting is not provided by a deadline. Such a flag shall constitute a default. Multiple flags or failure to meet the conditions for HUD to remove a flag may result in suspension or termination in keeping with Section XII (C) of this Agreement.

D. Schedule for Submission of Reimbursement Requests

1. Requests for reimbursement shall be submitted in a timely manner by the date due. Failure to meet a deadline shall constitute a default.

2. On the 10th day of each month, the Reimbursement Request shall be for the prior month; provided however, the September reimbursement request must be submitted earlier in October on the date specified by the Office of the Chief Financial Officer of the District of Columbia, which is usually between the 5th and 7th day of October. *(Grantee may wish to use other funding sources for the late September payroll to facilitate meeting the deadlines.)*

3. In order to close-out the grant by September 30th, the October request should be the only request submitted in September.

4. The monthly schedule for submission is as follows:

Month	Due Date
March	April 10th
April	May 10th
May	June 10th
June	July 10th
July	August 10th
August	September 10th
September	October 5th or 7th as specified by the DC CFO
October	November 10th
November	December 10th
December	January 10th
January	February10th
February	March 10th

5. As applicable, expenses incurred pursuant to a project commitment in IDIS that has been approved by the Grantor and are otherwise eligible for reimbursement at the Grantor's sole discretion, may be reimbursed, regardless of when those expenses were incurred.

E. Source Documentation

1. All costs and obligations incurred under this Grant Agreement must be supported by source documentation (e.g. invoices, receipts, contracts, canceled checks, etc.). Documentation may also include approved time distribution sheets and certified payroll reports for employees and contracts.

2. The Grantee must satisfy all documentary requirements to the reasonable satisfaction of the Grantor prior to the disbursement of Grant funds.

F. Requirements Applicable to Disbursed Funds/No Escrow

1. Grantee shall not escrow Grant funds. However, nothing shall prohibit the Grantee from supplementing funding for these activities from other sources including other grants, funders or donors.

2. Any cash advances disbursed pursuant to this Agreement must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate

cash requirements of the Grantee in carrying out the purpose of the Grant. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct Grant program or project costs and the proportionate share of any allowable indirect costs.

3. If at any time it is determined that more Grant funds are disbursed to Grantee than what was required by the Grantee's immediate disbursement needs, Grantee shall immediately return to Grantor the excess funds.

4. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations or fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee.

G. The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect cost rate, as further described in Section (C)(4) and Section (C)(5) (Reporting Requirements) below.

H. In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant proceeds within three (3) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant proceeds, unless another date shall be agreed to be the parties in writing. The Grantor reserves the right to recover such losses by any legal remedy available.

Section VII. Budget Modifications

A. Any amendments to the budget (change in the amounts specified in the individual cost categories set forth in Exhibit B). may be approved by the Grant Administrator, so long as the total amount of the budget is not exceeded.

B. Any increase in the total Grant amount must be approved by the Director of the Department. If the change is made at the request of the Grantee, the request shall be in writing dated and shall be submitted on a Budget Modification Form, attached hereto as Exhibit E.

1. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and dated using the appropriate excel format or the appropriate online portal if available.

2. The Grantee shall make modification requests by June 1st, to allow sufficient time for processing prior to the start of the fourth quarter of the fiscal year. No more than two modifications may be required in the performance period. Requests for modification to the budget shall not be approved after June 1, 2025, except for extenuating circumstances specified in writing, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion.

3. The Department will not approve reprogramming of personnel funds for positions not filled in compliance with this Agreement and Grantee's personnel policies submitted to Grantor. If at any time DHCD requires a more detailed budget breakdown than the one contained herein, the Grantee shall provide such supplemental budget information in a timely fashion and in the form and content prescribed by DHCD.

Section VIII. Conditions Precedent to Grant Closing and Grant Disbursement

Grant closing shall mean the date on which Grantee has satisfied all conditions precedent to execution to the satisfaction of the Grantor, at which time both parties have executed and delivered the Grant Agreement. No Grant proceeds shall be disbursed prior to Grant closing.

The following conditions must be met prior to Grant closing:

A. Eligibility Determination. Determination by the Grantor that Grantee's proposed Grant activities meet eligibility and national objective requirements specified by the CDBG Program regulations at 24 CFR §§ 570.200 through 570.209. Grantor has determined that the proposed Grant activities are eligible for CDBG Program funding pursuant to 24 CFR 570.201(e) (provide housing counseling services to low- to moderate-income households).

B. Environmental Clearance. Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historic preservation reviews, and HUD has issued an approval of the release of funds.

C. Due Diligence Submissions. The following items must be delivered to DHCD for approval prior to Grant execution and Grant closing:

1. Articles of Incorporation, organizational by-laws and certification of nonprofit status.
2. Board/Corporate Resolution, memorializing
   a. the Grantee's intent to enter into this Agreement
   b. identifying the total Grant amount of the award
   c. identifying the Grant Number
   d. identifying the funding source(s) of the award, and
   e. identifying the authorized person by name and title who is authorized to sign on behalf of the corporation to enter into this Agreement.
3. Certificate of Good Standing
   a. issued by the DC Department of Licensing and Consumer Protection (DLCP)
   b. certified within 6 months of the Effective Date of this Agreement.
4. Certificate of Clean Hands
   a. issued by the DC Office of Tax and Revenue (OTR)
   b. certified within 90 days of this Agreement.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia to carry out the Grant activities.
6. Evidence that Grantee has obtained insurance, as provided in Exhibit H. If the renewal period for any insurance requirement occurs during the Grant performance period, the Grantee is required to submit to the Grantor evidence (Certificate Of Insurance) of insurance renewal to cover the remaining Grant performance period.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Effective Date.
8. An Affirmative Action Plan ("AAP") must be submitted by the Grantee for review and approval by the District prior to Grant execution and the disbursement of any Grant proceeds. The AAP shall be in a form to be determined by the District and must detail the Grantee's efforts to comply with the District's goals for achieving equal employment in District government contracts and set forth specific standards for the utilization of minorities in all job categories, as required by Mayor's Order 85-85 and District law.
9. Drug-free Workplace Certification (Exhibit F).
10. Debarment affidavit and verification confirming that Grantee is not debarred or suspended or otherwise excluded from or ineligible for participation in federal or District assistance programs under Executive Order 12549 or District law.

D. Opinion of Counsel. Grantee shall submit a written opinion of the Grantee's attorney, which states that the attorney has read the Grant documents and that the Grantee:

- Is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary.
- Has the full authority and legal right to carry out the terms of this Grant Agreement and all documentation required hereunder to be executed by Grantee; and
- Has taken all actions to authorize the execution, delivery and performance of this Grant Agreement and any documents required to be executed in connection with the Grant according to their respective terms

The Opinion shall further state that none of the aforesaid actions, undertakings or agreements violate any restriction, term, condition or provision of the Grantee's organizational documents or any contract or agreement to which Grantee is a party or by which it is bound. The Opinion must identify the Grant Agreement by name and Grant number, and the counsel must specifically identify the documents upon which the Opinion is based.

E. Current on District Obligations. Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant, including all local taxes and charges affecting Grantee's business.

F. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Proceeds, including, but not limited to the Council of the District of Columbia and the Chief Financial Officer of the District of Columbia.

G. Clearance Approval issued by the DHCD Office of Program Monitoring.

Section IX. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. The Grantee shall cure all report deficiencies identified by the Department and resubmit for approval by the Grantor within 14 calendar days of the notification. The requirements of monthly and quarterly reports [VII.(A) and (B) are in Exhibit C.]

A. Monthly Reporting

Monthly Performance Reporting. The Grantee shall use the online reporting portal provided by the Grantor and shall provide a complete performance report by the 10th day of each month reporting on Grant activities, accomplishments and performance of the prior month. Failure to submit the report by the tenth day of the month following the end of each

month shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

B. Quarterly Reporting

On the 10th day of January, April, July, and October, the following quarterly reports for the previous three months shall be due and provided by the Grantee in the form and method required by Grantor:

1. Quarterly Report on **Beneficiary Data and Demographics** (separate reports for PS, NPS and NRSA).

2. **Banking Report** (as applicable)

3. **Non-expendable Equipment Inventory Report** (as applicable) (the purchase or lease of non-expandable equipment). The purchase of all computer equipment must have prior approval from the Department.

4. **Procurement Report** (as applicable).

5. Copies of the **Minutes of the Board of Directors** meetings, which took place during the previous quarter; and

6. **Language Access Report** (optional) -- If services are provided in languages other than English, we encourage a language access report to be made.

Failure to submit any or all Quarterly Reports by the tenth day of the month following the end of a quarter shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

C. Additional Report Requirements

The following reports are due to the Department within the timeframes indicated below. If these documents were previously submitted, they must be updated and resubmitted.

1. Fringe Benefits Report

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects funded from the proceeds of this Grant shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefits rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the change. The report shall be submitted to DHCD within fifteen (15) days of Grant execution.

The fringe benefits rate for any personnel costs funded by this Grant shall not exceed 20% of the base salary rate indicated in Schedule A Form A (3-2) of the budget (Exhibit B).

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to the date of the Offer Letter.

All personnel costs approved under this Grant Agreement must be filled within ninety (90) days of Grant execution or within ninety (90) days of the vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than ninety (90) days, whether intermittent or consecutive, at any time during the Grant period may result in the loss of funds for the position.

Grantee must submit transcripts of training or continuing education for individual staff and counselors to the Grantor.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with CDBG funds, in accordance with the requirements specified in 2 CFR Part 200 (Exhibit D). The property inventory list must include, at a minimum, a short

description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

a. The Grantee shall submit a budget and Cost Allocation Plan showing its direct and indirect costs and the allocation of such costs to the Grantee's activities, including the administration of the activities and services provided under this Agreement. The plan must show all allowable and unallowable costs and how such costs are included in the direct and indirect costs in accordance with 2 CFR Part 200.

b. A current Cost Allocation Plan must be submitted no later than thirty (30) days following Grant execution.

c. The Cost Allocation Plan must include all sources of funding for the Grantee, including this, Grant and to which program/cost centers each source has been applied using the Grantee's chart of accounts (referencing individual budgetary line items).

The Grantee must provide:

i. the total amount of funding from each funding source,
ii. the total staff employed by the Grantee, regardless of funding source, staff allocation per grant/program and the estimated percentage of time spent per grant program.

d. As required by HUD, the Cost Allocation Plan is subject to approval by the Grantor. The Grantee shall cure any defects or omissions in the Cost Allocation Plan within 60 calendar days of the notice to cure.

e. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. The waiver request must detail the reasons for the waiver request and include a copy of the relevant audited financial statements.

f. Claims for reimbursement of documented Grant expenses shall comply with 2 CFR Part 200 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.

5. Indirect Cost Rates

a. Grantees may request reimbursement for indirect costs based on their Cost Allocation Plan. The Cost of Allocation Plan must be reviewed and approved by the Grantor. The Grantee is required to keep records of the expenses charged to the Indirect Cost Rate for monitoring and close-out.

Grantees with Indirect Cost Rates are required to use their indirect cost rate. Grantees with provisional rates must demonstrate the rate is not expired or that it is currently used by a Federal Agency in awarding Federal funds to the Grantee during the current Fiscal Year. Other Grantees may use the Federal *de minimis rate* of 15%. In either case (*De Minimis rate* or Federally Approved rate), Grantee shall maintain records (available during monitoring, or close-out or upon request) indicating which costs in the cost allocation plan and the dollar amount have been attributed to the Indirect Cost.)

Indirect cost rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with supporting documentation. DHCD will not make adjustments to indirect cost rates after June 1st.

The Grantor does not issue or award Indirect Cost Rates.

Grantees who wish to obtain a Federally authorized Indirect Cost Rate are encouraged to contact the "Cognizant Agency" which is the US Department of Health and Human Services.

b. For all personnel costs funded under this Agreement, Grantee must maintain documentation for use of indirect cost funding and provide the same when requested for verification of expenditures in keeping with the approved cost allocation plan, including, but not limited to cancelled checks, employee signed and supervisory approved employee time sheets, invoices and bank records.

c. Expenses charged to an indirect cost rate must be accompanied by and cross-referenced to and reconciled with an independent audited financial statement, which accounts for all (grant funded and non-grant funded) activities by the Grantee during the fiscal year in which the indirect cost rate is based.

6. Organizational Audit

Grantee must submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year.

Note to All Grantees: All Grantees must ensure their financial records are available for review or audit by appropriate officials of the Federal Government and the District Government.

7. Auditor's Management Letter.

Grantee shall submit an auditor's Management Letter to the Grantor at the time it submits the annual audit.

8. Procurement Policy, Accounting Policies and Procedures, and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution, the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of the Grant. These policies and procedures shall be in accordance with the requirements of 2 CFR Part 200. The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

If the Grantee has previously submitted these documents, and the documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a certified statement (the "Re-certification Letter") to the Grant Administrator indicating when the most current document was submitted to the District and certifying that no changes to these policies and procedures have since been made.

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D. Summary of Report Deliverables and Receipt Due Dates:

	Report	Receipt Due Date
1	Monthly Performance Report	No later than the 10th day of each month
2	Quarterly Beneficiary Data	No later than January 10th, April 10th, July 10th and October 10th – a separate report for each use: PS-NPS-NRSA
3	Language Access Report (Optional)	No later than January 10th, April 10th, July 10th and October 10th
4	Fringe Benefits Report	Within 15 days of Grant execution
5	New Hires/New Employees Information (Job Description & Resume) HUD certificate if certified counselor	10 Days prior to the Offer Letter of Employment being sent to the candidate
6	Notice of Vacant Position	Within 10 days following the vacancy
7	Non-expendable Equipment Report	Within 15 days of Grant execution and quarterly thereafter
8	Procurement Policies and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
9	Accounting Manual and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
10	Cost Allocation Plan (based on and tied to the most recent audit)	Within 30 days of Grant execution
12	Independent Financial Audit	Within 90 Days of the Close of the Grantee's Fiscal Year

	Report	Receipt Due Date
13	Single Audit Report (if applicable)	Within 30 Days of submission to the Federal Audit Clearinghouse
14	Auditor's Management Letter	Submitted with the submission of the Audit
15	Requests to revise Budgets and/or Workplans	Prior to the 1st day of June
16	Grantee's Close-Out Report (Section XV.) Inventory Report & Annual Report	Within 90 Days of the end of the Term of the Grant.
17	HUD 9902	Within 30 Days of Submission to HUD
18	HUD Monitoring Report	Within 30 Days of Receipt from HUD monitor or the HUD intermediary monitor.

Section X. Accounting/Audit Requirements

A. Accounting System

1. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in Exhibit B.

2. Accounting records should be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.

3. Any funds provided to the Grantee or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest-bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

Grantee shall submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year, contingent on the following:

1. Grantees receiving an aggregate of $1,000,000 or more from all funders in Federal funds must in accordance with Federal regulations obtain an independent audit (Single Audit Act of 1984 , Single Audit Amendments Act of 1996, and 2 CFR Part 200). A standard audit may be supplied pending the completion and submission of the Single Audit.

2. Grantees:
   (a) Required to be audited by any State or political subdivision(s) thereof (whether by statute or regulation) or
   (b) Who conduct an audit to submit to any government or private funder, or foundation or corporate funder or
   (c) Whose governing body or senior management obtains an audit,

   shall be required to submit that audit to the Grantor upon receipt of the same.

If the Grantee is not audited in accordance with (1) and (2) above, the following shall apply:

3. A Grantee whose corporate entity receives or expends less than $999,999 as reported to the Internal Revenue Service in the 990 Tax Return without amendments, deletions or summarized details must file with the Grantor a financial report prepared by an independent Certified Public Accountant and certified by the same that contains:
   - income statement or Statement of Activities,
   - balance sheet or Statement of Financial Position,
   - statement of Functional Expenses by program or cost centers such statement to break out separately the Grantor's funding by Grantor's program(s) separately from all programs or cost centers used.
   - statement of cash flows, and
   - independent review and certification of the financial statements including a review of the management's financial internal controls.

   In addition, the nonprofit organization must file a biennial audit that covers both years within a biennial period. See 2 CFR Part 200, Subpart F.

4. The Grantee shall fully clear any deficiencies noted in the audit reports within sixty (60) days after receipt by the Grantee.

5. . Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default of this Grant and may result in the withholding of future payments and/or debarment from participation in future Grants.

Section XI. Grant Administration

The Grant Administrator is:

William Winston
Associate Director for Community Services
DC Department of Housing and Community Development
1909 Martin Luther King Avenue SE, Room 304
Washington, D.C. 20020.

The telephone number is (771) 208-9628. All concerns regarding the technical implementation and interpretation of this Grant are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line-item changes and terms) where there is no dollar increase.

Section XII. Repayment of Grant Funds/Grant Performance Monitoring Default and Remedies

A. HUD Monitoring

The Grantee is subject to monitoring by HUD and agrees to provide all required information, data, records, files including client files, case notes, correspondence and emails, reports, beneficiary data, performance data, financial records, supporting documentation, to satisfy HUD monitoring. Notwithstanding the date of a finding by HUD, should HUD make a finding, the Grantee shall be responsible to cure the defect, and should HUD require repayment of Grant funds for any reason to the Federal Government, the Grantee shall be responsible for repayment in the amount specified by HUD. Repayment shall be made to the District of Columbia and by the District to the Federal authority in satisfaction of the HUD requirement. HUD monitoring is not confined to the performance period but extends through the record retention period provided in Section XV.

B. Grant Performance Evaluation

1. DHCD will monitor the performance of the Grantee to ensure that the goals and performance standards stated in the Statement of Work and Work Plan and RFA are being achieved according to schedule and within budget.

2. All records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. Grantee shall make timely submission of all information and/or records requested by DHCD or HUD to assess performance under the Agreement.

C. Suspension or Termination of Grant Assistance

1. In accordance 2 CFR 200.340 and 200.341 and 200.343, suspension or termination of CDBG Grant assistance may occur according to the Default provision in subsection D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner.

2. If Grantee fails to correct the substandard performance within thirty (30) days after receiving written notice from DHCD, suspension or termination of this Agreement will be initiated.

3. In accordance with 2 CFR 200.340(a), suspension or termination of Grant assistance may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

Subject to any applicable notice requirement and right to cure, the occurrence of any of the following shall constitute an event of default:

1. Failure to comply with any of the CDBG Program rules, regulations or provisions referred to in this Agreement, or such other Federal or District statutes, regulations, executive orders, District of Columbia mayoral orders, HUD rulings, policies or directives applicable to this Grant:

2. Failure to comply with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement.
3. Substandard performance by the Grantee or any of its agents under this Agreement, as determined in the sole and reasonable discretion of DHCD; or
4. Improper use of funds provided under this Agreement.

A determination of default shall be made in the sole and reasonable discretion of DHCD.

E. Remedies for Default

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of a written notice to the Grantee, Grantor may take one or more of the following actions, as determined in its sole discretion:

1. Terminate and suspend further disbursement of any remaining Grant assistance.
2. Disallow all or part of the cost of the activity or action that is not in compliance with this Agreement.
3. Wholly or partially suspend or terminate the current Grant award; or
4. Take other legal remedies that may be available.

F. Termination for Convenience

The Grant may be suspended or terminated on the basis of convenience as provided in 2 CFR 200.340(a).

G. Reversion to DHCD of Grant Assistance

1. Upon default by the Grantee under the terms of subsection D above, which has not been cured, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request the following:

i. Any Grant funds in its possession (whether or not committed),
ii. Any accounts receivable attributable to the use of Grant funds; and
iii. The portion of any income directly generated by (or the prorated proportion of) Grant funds for the activities described in this Agreement.

2. Upon final completion of the projects and activities for which CDBG funds have been provided by DHCD, expiration of the term of this Agreement, cancellation, or determination of this Agreement, the Grantee shall transfer any unspent, excess or surplus CDBG Grant funds, to include accounts receivable attributable to the use of the CDBG funds.

H. Grantor Non-Waiver

DHCD's delay or failure to act with respect to a breach by the Grantee does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section XIII. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, and 2 CFR Part 200, as deemed applicable by the Grantor. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Fund Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Organizational Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter arising from this Grant Agreement.

D. Cancellation Ceiling

In the event of cancellation of the Grant because of non-appropriation of funds for a specific fiscal year, there shall be a cancellation ceiling of zero dollars.

E. Anti-Deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, Grantor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code§ 47.105. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-Deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section XI. of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements.
2. Performing technical evaluations as required.
3. Interpreting the Statement of Work and other language in the Grant.
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with the District and other laws and regulations applicable to the Grant.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

Clifford Beckford
Executive Director
Lydia's House in Southeast
4101 Martin Luther King Jr. Ave., S.W.
Washington, DC 20032
Phone: (202) 373-1050
cbeckford@lhndc.org www.lh4us.org

H. Misuse of Grant Funds

Any alleged fraud, waste, abuse or mismanagement of Grant funds shall be immediately reported to the Grantor and the District of Columbia Office of the Inspector General ("OIG"). The OIG may be reached at (202) 724-TIPS (8477) and (800) 521-1639 or at oig.dc.gov

I. Nonassignability

Grantee will not sell, assign, pledge or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

Section XIV. Insurance

A. The Grantee shall obtain at least the minimum insurance coverage set forth in this Section XIV. and Exhibit H prior to the Effective Date and keep such insurance in force, as may be applicable, throughout the Grant period of performance.

B. Fidelity Bond: The Grantee must procure Fidelity Bond coverage in an amount equivalent to the total Grant budget. Pursuant to 2 CFR Part 200, Fidelity Bond coverage is required to protect the District's interest in the dollar amount of the Grant. Should Grantee be unable to procure a Fidelity Bond, Grantee shall submit proof that it has obtained general liability insurance that covers internal employee criminal activity or directors' and officers' liability insurance.

Section XV. Records Retention/Access

A. Records Retention

The Grantee shall retain all records demonstrating compliance with CDBG requirements and that are pertinent to this Grant for no less than five (5) years from Close-out of this Grant Agreement, including any extension thereof made in accordance with Section XVI. [Option to Extend] and including but not limited to Close-Out in IDIS of any HUD requirements. See Exhibit 5.1 in this link: https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-5.pdf

B. Extension of Retention Period

Notwithstanding the foregoing retention requirement in paragraph A above, if any litigation, claim, HUD monitoring or audit is initiated before the expiration of the retention period, records shall be retained for a period of not less than four (4) additional years following completion of the actions and resolution of all proceedings (e.g. litigation, claim, HUD monitoring or audit) involving the records.

C. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility, progress and achievement toward program goals and secure such records in a manner subject to applicable privacy laws. Such data may include, but is not limited to, client name, address, income level, case notes, correspondence and a description of service(s) provided. The Grantee shall use software which is HUD compliant to maintain client records. The Grantee shall transmit client records and files in a manner that is compliant with HUD's Personally Identifiable Information (PII) requirements.

D. Access to Records

All Grantee books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Grant funds shall be made available to the Department, HUD, its designee, representatives of the Inspector General of the District of Columbia or the Office of the DC Auditor at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.

E. National Objectives

The Grantee agrees to maintain documentation that demonstrates that the activities carried out with CDBG funds provided under this Grant meet the CDBG national objective of benefiting low- and moderate-income persons, as defined in 24 CFR part 570.208.

F. Copyright

If this Agreement results in any copyrightable material or inventions, DHCD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Section XVI. Federal and District Public Policy Requirements

Grantee shall fully comply with the following Federal and District policy requirements, as deemed applicable by Grantor:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federal-assisted and federal conducted programs and activities .

C. The requirements of Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

D. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.-) and implementing regulations at 24 CFR I part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

E. The requirements of Executive Order 11246, as amended by Executive Orders 11375. 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

F. The Conflict of Interest provisions of Federal and District laws strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of Federal funds to comply with 2 CFR 200.317 to 200.327 and

any sections of Title of 24 the Code of Federal Regulations concerning CDBG funding which are more restrictive than the Uniform Guidance Code for use of CDBG funds. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within (fifteen) 15 business days of execution of the Grant Agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict-of-Interest declarations to be executed by each employee and board member.

G. The Hatch Act, Chapter 15 of Title V. United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

H. The National Environmental Policy Act or other legislation implemented by 24 CFR part 58.

I. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement as Exhibit F.

J. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991H FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.

2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any grant,

or the entering into any extension. continuation. renewal, amendment of modification of any grant.

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and

c. He or she will include the language of the certification in all sub- grant awards at any tier and require that all recipients of sub-grant awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this Grant imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure, as the applicable grant shall so provide.

K. The Americans with Disabilities Act of 1990 (ADA) - Notwithstanding anything contained herein to the contrary, during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

L. The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are applicable pertaining to economic opportunities for low and very low-income persons. 24 CFR part 135.

M. First Source Program - Contractors and subcontractors of a government-assisted Project totaling $300,000 or more must comply with the District's goals for the recruitment, referral and placement of District residents. See D.C. Law 5-93, as amended, D.C. Official Code§ 2-219.01 et seq.

Section XVII. Close-Out Provisions

Activities and tasks during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor, and determining the custodianship of records (which shall remain the responsibility of the Grantee unless a determination is made otherwise). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over District appropriated funds and the record retention period, whichever is longest. Grantee shall submit the following items within the time frames indicated in this Section after completion of Grant activities or expiration or termination of this Agreement.

1. All activities are eligible, were completed and met a national objective.
2. All grant funds were expended in full, or all remaining funds are to be returned to Grantor.
3. All reporting requirements were completed and submitted (except for the final report that is submitted during the closeout process).
4. Any special conditions were met; and
5. All deficiencies or corrective actions affecting the Grant were resolved.

A. Grant Close-Out Report

The Grantee shall submit to the Grantor a Grantee's Close-Out Report ("Report") within ninety (90) days after expiration of the Grant term, termination of the Grant, or final payment for activities under this Agreement, whichever occurs later. This Report, at a minimum, shall include a narrative of the Grantee's completed tasks based on the activities, performance measures and goals set forth in the Statement of Work. The Report shall be completed using a form provided by the Grantor. The Grantee shall provide any information or data Grantor requests for Close-Out. In the Grantor's sole discretion, the reporting provided during the term of this Agreement may be accepted in lieu of the Grantee's Close-Out Report if those reports contain all information required in this section.

B. Documentation of Expenses

Within ninety (90) days after the expiration of the Grant, the Grantee shall provide to Grantor documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses.

C. Equipment Inventory

The Grantee shall submit to Grantor a list of all furniture, fixtures, equipment and vehicles purchased with Grant funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with 2 CFR Part 200.

D. Audit

The Grantee shall submit an audit or financial statement, as applicable, and as provided in Sections IX and X. of this Agreement.

E. Transfer of Records

Grantee shall, within ninety (90) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

F. Grantee's Obligations

The Grantee's obligations to DHCD remain in effect through the period of record retention as stated in Section XV.

Section XVIII. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion, and if legally permitted, extend the term of the Grant no more than two (2) times for one-year terms, or any fraction of one year, or multiple successive fractions thereof.

B. Grantor will endeavor to provide Grantee a preliminary written notice of its intent to extend at least thirty (30) days before the end of the Grant Term. The preliminary notice does not commit the District to an extension or authorize additional Grant funds to Grantee.

C. Any extension of this Grant is contingent upon the appropriation of funds for the applicable time period. However, the availability of funds shall not obligate the District to extend the Grant.

Section XIX. Total Agreement

The Grant Agreement, including specifically incorporated documents (to include the approved Statement of Work, the Work Plan, the approved Budget and the Grant attachments) constitute

the total and entire agreement between the Parties. Grantee understands and agrees to comply with the incorporated references contained in this Agreement and all applicable District and Federal laws and regulations.

Section XX. Applicable Law.

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia, unless otherwise controlled by federal law. In any proceeding relating to this Grant Agreement, each of Grantor and Grantee, hereby irrevocably submits to the jurisdiction of the Courts of the District of Columbia for the purposes of any suit, action or proceeding arising out of or relating to this Grant or transactions contemplated hereby.

Section XXI. Severability.

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XXII. Amendment.

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Grant activities, or the amounts specified in the Budget without the prior written approval of Grantor. The Grantee may request in writing approval of any proposed change to the Statement of Work or Workplan or the amounts specified in the eligible cost categories of the Budget and shall provide adequate supporting information and a revised budget along with its request. All such requests must be signed and dated.

Section XXIII. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or fully, by the Department.

1. The written or printed materials must include the authorized DHCD logo.

2. Written or printed materials include, but are not limited to, newspaper, radio and television announcements or advertisements, websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.
4. Grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to Grantee.
5. Grantee must provide copies of all marketing materials, brochures, flyers and other materials that publicize grant-funded activities to Grantor via email at dhcd.occo@dc.gov

Grantee shall publicize, as appropriate, to its constituency through social media, print, and online postings, DHCD communications and events that are related to Grant supported activities.

Section XXIV. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code§ 2-531 *et seq*. provides for the disclosure of public information. Specifically, the law provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Official Code § 2-170 1 (13) .

This serves as your Notification that information /documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code§ 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXV. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, homeless status, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Sexual harassment is a form of sexual discrimination which is prohibited by the Act and Mayor's Order 2023-131 (Updated District Government Sexual Harassment Policy, Guidance, and Procedures), which is attached hereto as Exhibit I.

The prohibition against workplace sexual harassment extends to third parties doing business with or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies. By executing this Agreement, Grantee affirms that it will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1 I 00 et seq. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated.

Section XXVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addresses:

NOTICE TO GRANTEE:

Lydia's House in Southeast
4101 Martin Luther King Jr. Ave., S.W.
Washington, DC 20032
Attn: Executive Director/CEO
NOTICE TO GRANTOR:

D.C. Department of Housing and Community Development
Community Services
1909 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
Attn: Director

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTOR SIGNATOR PAGE]

DISTRICT OF COLUMBIA, a municipal Corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Colleen Green
Director

Legal Review:

Office of the General Counsel
Department of Housing and Community Development

3/20/25
Date

[Signatures continue on the next page]

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTEE SIGNATURE PAGE]

LYDIA'S HOUSE IN SOUTHEAST
a District of Columbia non-profit corporation

Cliff M. Beckford
Executive Director

03/27/25
Date

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit A Services to be Provided

- Statement of Work
- Section 3.2 Services (from the FY25 RFA)
- Workplan as approved by the Grantor

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education, and training services to support DHCD's housing programs and initiatives and promote compliance with District housing regulations. All of the services are intended to empower potential homeowners, actual homeowners, and tenants to preserve affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership, (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner-occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached work plan and performance measures. Marketing and outreach for the services provided is an activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals, and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of this service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling, (b) the Grantee's additional knowledge of the individual, and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow-up and conduct a final assessment of the services' impact. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program

SECTION 3: PROGRAMMATIC REQUIREMENTS

3.1 Eligibility for Federal Funding

The services in this RFA will be conducted through grant agreements using Federal funds (Community Development Block Grant (CDBG) and, as available, some District Funds. The Department will provide a full informational briefing to the awarded grantee(s) about the grant funding source's ongoing administrative and programmatic requirements. Whether grants awarded under this RFA are funded locally or with federal funds, all grants will be managed to the higher standards and requirements whether Federal or District.

Federal regulations have established national objectives requiring all CDBG-funded activities beneficiaries to be at least 51% low- and moderate-income persons or households. The national objective is achieved through "limited clientele benefit"—that is, by verifying the incomes of each beneficiary of the services provided. The applicant must demonstrate that it has the capacity and the intention to verify the household incomes of beneficiaries to meet the national objective of providing benefits to 51% of low- and moderate-income persons.

Client income certification is also an important element of ongoing program activity for many DHCD housing programs. (See Section 3) Applicants should review in detail the federal income requirements for programs, activities, and grantee (sub-recipient) eligibility under the Community Development Block Grant program regulations at 24 CFR 570. 200-210,

- https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-570/subpart-C?toc=1

and HUD Housing Counseling Program Regulations: 24 CFR Part 214,

ps://www.ecfr.gov/current/title-24/subtitle-B/chapter-II/subchapter-B/part-214?toc=1

3.2 Housing Services: Description of Housing Programs and Services

Please Note: Specifications and programmatic requirements may change from time to time during the award period at the discretion of the Department.

The following describes seventeen services in the Housing Counseling Program. These constitute the services for which the Department is seeking Applicants to provide services to DC residents. Applicants should select at least one service for which they are applying; however, the Applicant may select more than one. The Department is not obligated by the Applicant's selection to make an award. Applicants are responsible to demonstrate their capacity in their application to provide the services for which they have applied. Capacity includes staffing patterns including qualifications and experience, other funding resources, case management systems and programmatic activities. Historical data can also be considered in demonstration of organizational capacity. Applicants should be aware of Legal Citations noted throughout this section as well as the references to the Code of Federal Regulations (CFR).

Category A: HOMEOWNERSHIP

A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program
A6: Income Certification for the Property Acquisition and Disposition Division (PADD) Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY

B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B12: Legal Services for Seniors and/or Coop & Condo Associations
B13: Technical Assistance for Coop and Condo Associations
B14: Technical Assistance for Owners of Small Rental Properties

CATEGORY C: TENANTS AND TENANT GROUPS

C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

Each particular service has specific requirements described in the following pages. Applicants are expected to utilize this guidance in the performance of these services.

CATEGORY A: HOMEOWNERSHIP

Legal Citations Governing Program Area in Category A

Applicants to provide services in Category 1 should review in detail the following legal citations governing the District's homeownership programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for homeownership pursuant to the relevant citations.

- Home Purchase Assistance Program: DC Code 42-2601 and 14 DCMR, Chapter 25
- Employer-Assisted Housing Program: DC Code 42-2501 and 14 DCMR, Chapter 36
- Inclusionary Zoning: Legislation Pending, Bill 17-586, 17-618, 17-619

A1: HUD Housing Counseling
This activity is open to applicant organizations which are HUD approved employing one or more HUD certified counselor(s). Such counseling is often (but not exclusively) in the pursuit of homeownership or credit repair and improvement or to improve their housing condition.

Grantees of this service should be familiar with 24 CFR 5.100 and with 24 CFR 214.

Housing counseling is independent expert advice provided by a HUD certified housing counselor (24 CFR Part 214) customized to the needs of the client. It is aimed at addressing housing barriers and providing support to the client to achieve their housing goals. This counseling service must include: (1) intake (2) financial and housing affordability analysis (3) an action plan[2] and (4) follow-up counseling to implement the action plan and achieve its stated goals *(24 CFR 5.100).*

The action plan should identify the steps needed for the client to achieve his/her housing goals. These actionable steps include, but are not limited to, review of the client's credit report with explanations of its meaning and items that impact (or may improve) the credit score, creation of a budget and methodologies to track one's income and spending, debt reduction planning, and savings planning. Follow-up should track the client's progress toward the goals of the action plan. Other programs and services including group educational opportunities may complement the one-on-one counseling with a certified counselor. Counselors, therefore, may appropriately make referrals to programs and services as well as to group educational activities that support and implement the goals of the action plan.

Counseling organizations are required to maintain case files including items 1-4 above as stated in 24 CFR 5.100. It is critical that files with records and case notes be kept in such a way that if a client's counselor is no longer available, either temporarily or permanently, another certified counselor in the organization can understand based on the file the client's circumstances, action plan, progress and where the client is in achieving his/her housing goals.

Organizations providing this service should have working experience with credit counseling and repair, with consumer credit bureaus and consumer credit laws. Ideally, they should be familiar with creditor tactics, liens, judgments, repossessions, and other obstacles to credit improvement.

It is critical for the counseling organization to make efforts to keep the client engaged in the counseling process and such attempts and outreach should be documented in the case file.

In accordance with HUD requirements, counseling organizations may close files if a client does not respond to outreach efforts over 60 days. The last outreach attempt should document that the file will be closed as of a specific date if nothing further is heard from the client. If the client should return to client after the 60 days, a new file should be opened.

[2] Except for reverse mortgage counseling.

Post-purchase follow-up

a) Grantees must continue their counseling relationship with customers once they become homeowners. This follow-up should continue for a period of time after purchase to ensure the homeowner's housing stability.
b) Grantees may make use of post-purchase programs using either their own programming or making referrals to other Grantees who provide such programming (*e.g.* B1 General Home Management and B2 Foreclosure Counseling).
c) If problems arise, it will be the grantee's responsibility to address them quickly as time is of the essence, and to address them as efficiently as possible. Where the District's investment is involved, counseling should include ways to protect the DC investment.
d) When working with clients who have an HPAP deferment period ending, Grantees must provide dedicated counseling services to those borrowers. In particular, grantees will be asked to make an updated assessment of each borrower's financial status regarding the appropriateness of continued deferment.
e) Potential delinquency, or foreclosure prevention, counseling will be provided to any borrower who is experiencing difficulty.
f) If problems continue with these loan clients, this counseling will become a home preservation activity.

A2 8-Hour Homebuyer Education Class (HBE)

This activity is open to applicant organizations which are HUD approved counseling organizations employing one or more Hud certified counselors.

The Department seeks HUD Approved organizations to provide the 8-Hour Homebuyer Class. This is in support of the Department's many programs for which the 8-Hour Homebuyer Class is a requirement, and also for other DC residents who seek to take this class in preparation for homeownership and for their knowledge.

Organizations should take as a serious obligation to conduct this class with knowledge staff (HUD certified counselors). The class is conducted in a traditional in-person setting or in a virtual online setting.

Those who successfully attend and complete the class should be provided with a DHCD certification (in the format approved by the Department) indicating their completion of the class and dated appropriately. Monthly attendance and award of certificates should be reported to the Department monthly. The class should be presented frequently enough to meet programmatic needs of DHCD programs. Class dates should be provided to the Department for inclusion on the DHCD calendar. Presentations should be given by staff, not outside speakers. Grantees are welcome to collaborate in the conduct of these classes.

A3: Intake for DC Homebuyer Programs (HPAP/EAHP/NEAHP)

The Home Purchase Assistance Program (HPAP) is the primary DHCD program for first-time homebuyers. HPAP provides interest-free loans that include closing cost assistance to eligible applicants. Under this program, homebuyers may have the opportunity to purchase houses,

condominiums, or cooperative units in the District. DHCD has additional homeownership programs which are associated with HPAP, and which are targeted to specific populations or geographic areas or may meet specific home buyer needs.

The satellite programs are:

(1) The Employee Assisted Housing Program (EAHP) provides assistance to District of Columbia Government employees, who are first-time homebuyers in the District; and

(2) The Negotiated Employee Assistance Home Purchase Program (NEAHP) provides down payment and closing cost assistance to certain District of Columbia Government employees whose position is covered by specific union collective bargaining agreements.

Wherever the acronym "HPAP" is used, the same applies to the EAHP and NEAHP programs.

Prior to HPAP Application

Clients interested in HPAP assistance who have a pre-approval from a lender, should be assisted with making an application to the HPAP as expeditiously as possible. Those without a pre-approval letter from a lender are required to engage in HUD Housing Counseling (see A1 above) in order that they have the benefit of credit counseling and homeownership preparation. The action plan should include the actionable steps needed to ensure success as a homeowner and to achieve a pre-approval letter from a lender. Once a pre-approval letter has been obtained, the client with the Grantee's assistance should proceed to making their application to HPAP.

Application Process

For grantee organizations, this relationship management function includes working with first-time homebuyers throughout the homeownership application, preparation, purchase, and post-purchase process. Counseling will be focused on low- and moderate-income populations.

Once HUD credit counseling is completed the HPAP process includes:

(Optional) Applicant organizations may conduct pre-purchase seminars which include information and requirements of the HPAP programs. A DHCD Certification should be provided to attendees and recorded with DHCD.

Application Intake includes document collection of those documents needed. These should be collected in person or by means of a secure portal. Email is not considered a secure means for transmission of information which could be used for identity theft or other criminal activity. Drop-off at a staff office to an employee is acceptable.

Once the application package is complete, the organization submits to the appropriate HPAP administrator.

Homebuyer Education (8-hour class) (A DHCD Certification should be provided to 8-hour Homebuyer Education attendees and recorded with DHCD.)

Post-Purchase follow-up (Records of those follow-ups should be maintained by the organization. See Post-purchase in Service A1)

Organizations will be responsible for: (1) the application process, which includes delivery of completed applications to the HPAP Administrators; (2) completion of the application form itself and collection of all required supporting documentation, and (3) maintaining performance and reporting data, and databases as needed by the Department.

A4: Inclusionary Zoning Orientations

Introduction to IZ/ADU Programs:

The District's Inclusionary Zoning (IZ) Program requires a certain percentage of units in a new residential development, or a substantial rehabilitation that expands an existing building, be set aside as affordable units. The goals of this program are to increase the supply of affordable housing for low- and moderate-income households, to support the creation of mixed-income communities, to prevent rising home prices from driving out low- and moderate-income residents, and to leverage the expertise and capacity of the private market to develop affordable housing.

Affordable Dwelling Units (ADUs) are defined as for-sale and for-rent homes that are locally restricted for occupancy by households whose income falls within a certain range and are generally offered at a below-market rate. ADUs are generally produced in exchange for zoning relief, tax incentives, public financing, and/or the right to purchase or lease District-owned land. Specific ADU provisions, such as the affordability period, income limits, and resale restrictions, are set out in deeds, covenants, land disposition agreements, ADU administration plans and other originating documents.

ADU provisions have historically varied from project to project, as each is a result of a unique negotiation or project approval. However, ADU restrictions are becoming more standardized and more similar to standard IZ requirements.

Organization roles and responsibilities:
Provide mandatory IZ Orientation. The department's PowerPoint presentation must be utilized. Presentation and answers to participants' questions must conform to agency guidelines.

DHCD seeks organizations which will provide programmatic rental and homeownership counseling services in support of both of the above programs. Information about these

programs is available through DC Housing Search https://www.dchousingsearch.org , counselors will be required to utilize DC Housing Search, and train potential customers in how to search for affordable housing through DC Housing Search.

Grantees will be required to become familiar with the program requirements and procedures, as required by DHCD. In the last few fiscal years, the IZ program has produced approximately 400 new affordable units each year.

Orientation:
In particular, organizations are required to conduct IZ Orientations to help residents to be familiar with all programmatic requirements for the IZ program.

Organizations must conduct and coordinate this mandatory orientation session in a traditional and virtual classroom settings. They must provide interested applicants/residents with the relevant terms of the program, including next steps and other information as required by DHCD.
DHCD currently provides standard slides and certificate templates to use for this orientation and will provide training to grantees.

Completion of this orientation class is mandatory before an individual may register for the IZ program and individuals must renew registration every two (2) years to remain on the IZ registration list.

The class must be conducted at least monthly beginning within 30 days after the grantee's application is approved. Coordination of this class will include publishing upcoming class dates, accepting reservations via phone, email, or other method, allowing walk-ins if space is available, providing attendees with a certificate of completion (in a format approved by DHCD) upon completion of the class and providing at least monthly attendee data to DHCD. It will also include ensuring that attendees receive all required training materials, and shall be presented by grantee staff, not outside speakers.

Grantees must train program participants in the terms and specifics of the IZ and ADU Programs (training guidance will be provided by DHCD) and provide additional pre and post homebuyer education training.

Grantees must also provide data to DHCD on a regular basis as determined and requested by DHCD, including but not limited to the names and contact details for individuals who have received a DHCD certificate and the number of attendees at IZ orientations.

A5: Income Certifications for the IZ/ADU Units Programs

The agency seeks two organizations to provide income certifications for participants in the Inclusionary Zoning and Affordable Dwelling Units programs. Income certifications are expected to be conducted under a uniform process prescribed by DHCD and following HUD Part 5. DHCD has established requirements for approving Certifying Entities, including

specific IZ and ADU training.

Grantees are expected to become Certifying Entities pursuant to DHCD requirements. Grantee organizations will be required to ensure that program participants understand that income and occupancy restrictions apply to their IZ units and ADUs. Grantees will also be expected to complete income certifications for newly selected households and for renewing tenants. Grantees will be working closely with individuals, property management/leasing staff, sales agents and DHCD. DHCD will provide the necessary forms and procedures, but Grantees will collect the necessary paperwork from individuals and complete the income and household size verification process. Upon successful certifications, Grantees will notify DHCD and the sales/leasing staff.

Such restrictions may include but would not be limited to: (1) the specific affordability period, (2) conditions for, or prohibitions against, subleasing, and (3) resale restrictions. Ongoing outreach and assistance to occupants of IZ units and ADU is required in the areas of programmatic requirements and homeownership counseling.

A6: Income Certification for PADD Applicants

The Property Acquisition and Disposition Division (PADD) encourages vacant and/or abandoned property owners to rehabilitate and/or occupy their properties. PADD acquires vacant, abandoned, and deteriorated properties through negotiated friendly sale, eminent domain, donation, or tax sale foreclosure, when owners are unwilling or unable to maintain their properties. PADD also disposes of properties in inventory by selling them to individuals or developers to be rehabilitated into high-quality affordable and market-rate single-family and/ or multi-family for-sale or rental housing in District neighborhoods.

For DHCD, the activities of this Division create affordable homeownership and rental opportunities for low- and moderate-income households. Grantees must counsel these households as they qualify for and occupy these new homeownership and rental units. DHCD seeks one or more organizations which will provide counseling or training services for affordable units made available through PADD.

Because PADD units are not produced through a traditional homebuyer program, an intensive marketing and outreach effort to our target population will be required of grantees. Counseling services will also involve conducting income certifications and re-certifications for purposes of admission and continuing participation in this program. Income certifications are expected to be conducted under a uniform process prescribed by the Department. For PADD, grantees must ensure that program participants understand that income, or occupancy, restrictions apply to their unit. Such restrictions may include but would not be limited to: (1) the specific affordability period; (2) conditions for, or prohibitions against, subleasing; (3) potential rent increases; and (4) resale restrictions. The specific unit covenant

terms will be communicated to stakeholders by the Department, but grantees must facilitate communication with stakeholders.

A7: Public Services: General Coaching and Information

Public Services may be undertaken by Applicants which have not yet obtained HUD Approval and may not employ a HUD certified housing counselors. (HUD Approved organizations who are applying for A1 or A2 do not need to apply for this service, since they are able to provide these Public Service activities in connection with their other lines of services.

These activities are frequent but not exclusively in a group setting. These may be virtual or in-person, as long as an in-person option is provided. Grantees may utilize Homebuyer Clubs as an effective tool for keeping clients engaged in homebuyer preparation when a long-term period is needed for better positioning to be a first-time buyer.

They may include group trainings on understanding credit and credit reports and involve savings programs.

Public service staff are required to train clients to utilize available tools, such as DC Housing Search https://www.dchousingsearch.org to locate affordable housing for sale and for rent.

CATEGORY B: COUNSELING AND TRAINING FOR HOME PRESERVATION

B8: General Home Management (Post-Purchase Non-Delinquent)

Post-purchase counseling is essential for Homeowners who have purchased their homes, are not delinquent in their mortgage payments and would like to remain successful by creating a realistic financial plan to avoid financial pitfalls and protect and retain their homeownership. Post-purchase counseling is essential to understand local post-purchase behavior, especially low-moderate income homeowners, that can be supported by education and supportive programs to ensure recent homeowners understand what to do in the event of hardships. Organizations that provide post-purchase counseling sessions and education workshops will ensure their topics consist of the following:

1. Prepare a maintenance plan for major household systems and repair strategies.
2. Emergency preparedness plan to assist client in case of disaster.
3. Understand consequences of not paying taxes, HOA payments or community assessments.
4. Explain the benefits of establishing an emergency fund and retirement or tax-incentivized accounts.
5. Provide knowledge of home improvement financing options like HELOCs and give counsel on how to apply for additional financing to renovate property.

6. Access the client's understanding of the process of refinancing the home and incurring more debt.

This counseling activity may include, but not be limited to, appliance warranty disputes, contractor disputes, disputes with mortgagors, will and estate issues, including transfer-on-death deeds, etc. In this service, grantees must serve as advisor-educators and are prohibited from giving legal advice. Grantee activities should focus on low--and moderate-income populations.

B9: Foreclosure Counseling

Homeowners who are delinquent in loan payments (as well as those in danger of delinquency) need to know what options are available to them. Similarly, those in foreclosure need to know their options and resources that may assist them, especially if available legal services are available.

Organizations are required to provide foreclosure prevention counseling that helps homeowners at risk understand the foreclosure process in Washington, DC, determine their legal rights and identify options to avoid foreclosure.
Organizations will assist struggling homeowners with loss mitigation, communicate with mortgage servicers and provide services such as the following:

1. Provide advice and coaching to assist clients with creating a budget based on financial goals. Assess the current financial situation and develop short and long-term strategies to reduce expenses and debt to achieve client goals.
2. Explain loss mitigation. Explain the requirements of a loss mitigation package and evaluate the client's loss mitigation options for FHA and non-FHA loans.
3. Provide examples of mortgage default scams and ways to avoid being a victim.
4. Explain the consequences and costs associated with a foreclosure, short sale, or deed-in-lieu.
5. Explain the foreclosure timeline and devise a plan if the client is unable to stay in the home and assist the client in mortgage default recovery. Demonstrate the impact of a mortgage default.
6. Work with displaced residents seeking referrals for housing.

Grantees work with homeowners who are delinquent in their mortgage payments, or who are in foreclosure, or in post-foreclosure. These counseling services are also offered to owners of multi-family properties, and ownership associations. This counseling serves as a central element of DHCD's overall foreclosure prevention strategy.

It is critical to address the District's foreclosure crisis. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Grantees also work with the Department of Insurance Securities and Banking (DISB) to protect clients against scam operations that prey upon residents who are subject to foreclosure. Grantee organizations extract data for outreach and targeting efforts from the Office of the Recorder of Deeds, which provides a listing of all official foreclosures in the

District on a weekly basis. DHCD seeks one or more organizations that will provide foreclosure counseling services which include, but may not be limited to, all of the above-described foreclosure prevention activities.

For grantees, this counseling function means working with troubled homeowners, utilizing all foreclosure prevention or mitigation tools available, and if necessary, working with customers throughout their foreclosure or post-foreclosure process. Grantees must provide full assistance and advice to troubled homeowners. Grantees will be responsible for: (1) assessing the homeowner's circumstances, (2) educating the homeowner about the full implications of mortgage delinquency and foreclosure (3) exploring and providing options of action for the homeowner (4) providing tools or alternative support that may further assist the homeowner (5) developing and executing a best action plan for either saving the home or undertaking the best course for the homeowner, and (6) tracking the results of their counseling efforts. In addition, grantees will provide ongoing performance and reporting data and databases maintained.

Post-Foreclosure Counseling: It is critical that grantees continue their counseling relationship with customers, even if the home cannot be saved. Grantees must follow up with troubled homeowners for a period of time after any action plan has been executed. If the home has not been saved, counseling should be made available, and if necessary, referral to other needed services. If the home has been saved, counseling follow-up is also necessary to ensure that the ongoing action plan is being properly implemented. If more problems arise, it will be the grantee's responsibility to address them as quickly and as efficiently as possible.

With the passage of the Saving DC Homes from Foreclosure Emergency Amendment Act of 2010, troubled or delinquent District homeowners have the right to engage in mediation prior to foreclosure. As a result, DHCD requires grantees to provide counseling related to this mediation process.

Grantees must be familiar with the Law, its regulations, and the mediation process which has been implemented by the Mediation Administrator at the DC Department of Insurance, Securities, and Banking. Grantees must educate troubled homeowners in the decision factors related to mediation election, and, if necessary, prepare them for mediation. In some cases, counselors may be asked to accompany, or represent, troubled homeowners in the mediation process. Grantees must ensure that all customers who elect mediation complete and submit proper documentation in a timely manner. Grantees must ensure that the best interests of troubled borrowers are protected throughout the mediation process. Finally, DHCD expects grantees to follow-up after the mediation process is complete to ensure that any final mediation agreement is properly implemented.

B10: Eviction Counseling

Applicants who have HUD certified counselors or NeighborWorks America foreclosure certified counselors may offer this service. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Training should also include knowledge of laws and legal procedures governing eviction.

Eviction has long created housing instability for renters, and especially among low- and moderate-income households. For those at the lower end of the economic scale, eviction has caused not only housing instability but also employment insecurity and homelessness. Studies have shown that lack of access to legal representation has resulted in markedly different and detrimental outcomes as compared to renters who have legal representation. After legal representation, the next most effective range of services includes alternative dispute resolution (or mediation), knowledge and guidance in court navigation, and effective management of legal and tenant-landlord documents. In addition to housing instability, eviction also has credit impact for the tenant.

It is critical to provide those in danger of eviction with counseling to make informed decisions. This includes access whenever possible access to legal services. Also, appropriate training includes information about tenants' rights and obligations, the credit impact of eviction, use of payment plan agreements, understanding of court processes and procedures, and access to alternatives to court procedures. When tenancy is lost, counseling for housing alternatives is needed and a path forward to credit repair.

B11: Single-Family Residential Rehabilitation Program

The Single-Family Residential Rehabilitation Program (SFRRP) administers grants to District homeowners for roof repairs and for modifications to eliminate barriers to accessibility for persons with mobility or other physical impairments. Projects approved for SFRRP require a covenant on the property to protect the District's funding of the project.
DHCD seeks one or more organizations which will provide application intake services to SFRRP applicants throughout the grant process.

> **Mandatory Counselor Intake Training:** Grantees for this line of service are required to attend training with the SFRRP team in September to be introduced to updated aspects of the SFRRP for FY25. It is critical that the grantee have a solid understanding of the updated program and the requirements for applications. Therefore, the September training is mandatory for SFRRP intake counselors.
>
> **Application Period:** Applications for SFRRP will only be taken between October 1, 2024, and December 31, 2024. To be considered applications during this period must be complete. Lack of required documentation or information will not "hold a place" in the program if not provided before the December 31, 2024. The Department at its sole discretion reserves the right to close the program prior to the deadline if funding is depleted or no longer available.

Information Session for Applicants: The Department will provide Grantees with a PowerPoint presentation outlining the program and its requirements. Intake counselors are required to use this presentation with all potential applicants either in a group sessions (such as an Orientation) or in a one-on-one session with the potential applicant.

Grantee's and Counselor's Responsibilities: (1) use the Department PowerPoint presentation to present the program to potential applicants, answering questions from residents interested in the program; (2) complete the application document and collection of **all required** supporting documentation *(incomplete applications will not be accepted)*; (3) post-application and post-grant support; and (4) providing performance and reporting data as required.

45 Day Period: It is critical that no application be uploaded in the SFRRP portal unless it is complete with all required documents and intake form completed. If an incomplete application is uploaded in the portal, the SFRRP staff will notify the counselor and the applicant that the application cannot be accepted. The notification state that what is complete and state the **applicant has 45 days** to provide the requested information including documents. After 45 days if the application remains incomplete, the application will be closed as incomplete for funding.

Application Portal: Counselors will need to provide their name and contact information (e.g. email) when uploading in case SFRRP program staff need to follow up.

Legal Citations Governing Program Area for Category B:

Applicants to provide any service in Category B should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

- Lead Safe Washington 24 CFR, Part 35, 24 CFR, Part 85.37, Section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992
- Single Family Rehabilitation 14 DCMR, Chapter 28 First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
- Saving DC Homes from Foreclosure Emergency Amendment Act of 2010 (DC Act 18-635; 57 DCR 12404)

B12: Legal Services for Homeowners and/or Coop & Condo Associations

The Department seeks organizations to provide legal services to provide one or both of the services noted below. Grantees will conduct outreach to low- and moderate-income populations in need of these services.

- Legal Services to Seniors
  Seniors who are homeowners can be assisted by the Applicant to have legal services to assist Seniors to avoid housing instability or the loss of ownership of their home. In addition to their own attorney staff, Applicants may seek *pro bono* services from other members of the Bar.

- Legal Services to Coop-Condo Associations
  Legal services may be provided to Cooperatives and/or Condominiums ("Associations") to ensure housing stability. If Associations have problems in areas of legal entity status, required legal or financial filings, compliance issues, risk management concerns, board and member training, best legal practices, and collection of association fees (to name of few), such issues may threaten the member's housing stability, and the owners' (or members') investment in their properties. Selected applicants will provide legal services to Associations in low- and moderate-income census blocks to mitigate these concerns, to preserve housing stability of owners and to ensure well-functioning Associations and Boards.

B13: Technical Assistance for Coop and Condo Associations

The Department seeks one or more organizations to provide technical assistance to Associations. The situation many Associations may face is a need for training in best practices of Association management. Training in best practices and frequently encountered problem situations may be offered by the grantee not only to the Association Board but also to the owners in the Association. Association boards and their member owners frequently face issues of association fees not being paid, lack of income to fund reserves, special projects that would require a special assessment, and decisions of taking court action or being the defendant in a court action. These are just a few of the legal issues which may arise for the Association, in addition to the more routine matters of by-laws and required legal documents for the operation of the Association.

B14: Technical Assistance for Landlords of Small Rental Properties

Landlords of small rental properties face enormous challenges. They frequently lack the staff and the resources of large multi-family properties to deal with the many details of operations and asset management. Small unit properties cannot readily absorb mistakes or challenges.

In a ten-unit property, one vacancy is a 10% vacancy rate, while one unit in a 100-unit property is 1% vacancy rate. Yet, small unit properties are often the affordable renter properties. To preserve this housing stock as an affordable option, DHCD seeks grantees to provide Technical Support to Owners of Small Unit Properties (of 30 units or less).

Services can be provided through group training as well as through one-on-one counseling. Like many small business owners, owners can often benefit from a better understanding of accounting practices and financial statements (balance sheet, income statement, cash flow report). Knowledge of financing options is another common to many business owners. Topics such as these are particularly suitable to the needs of owners.

1. **Property Management Software**: Landlords often need help selecting and implementing property management software to track rent payments, maintenance requests, tenant information, and other critical operational data.

2. **Legal Compliance**: Guidance on navigating complex local, state, and federal housing laws and regulations related to fair housing, security deposits, evictions, and other landlord-tenant issues.

3. **Financial Management**: Guidance with accounting, tax preparation, and financial planning specific to rental property ownership and operations.

4. **Maintenance and Repairs**: Access to vetted contractors, tradespeople, and service providers to handle property maintenance, repairs, and upgrades in a timely and cost-effective manner.

5. **Tenant Screening and Selection**: Guidance and best practices with tenant screening processes, background checks, and selecting responsible renters to minimize vacancies and evictions.

6. **Marketing and Leasing**: Help with listing vacant units, advertising, showing properties, and executing leases to keep units occupied.

7. **Emergency Response**: Guidance on developing emergency plans and protocols to address unexpected events like natural disasters, property damage, or tenant issues.

8. **Asset Management Issues**: The ratios and metrics of asset management for multi-family properties provide a helpful guide to best practices. For example: Many landlords are unaware of the effect that certain metrics have in their properties. Slow "Make-Ready" times, refers to the length of time it takes to prepare an apartment to be shown to prospective tenants. Similarly, "turn time" refers to the times it takes to find a renter and receive the first month's rent. Slow turn times are also a drain on resources. When there are slow "make ready" and slow "turn times" the combined effect can be detrimental for the property's future. High turn-over rates among renters is another draw on the income. Other issues and topics include: What to do when you have a tenant who is not paying rent? What are the alternatives to eviction? How do the Court work? Are there pre-eviction resources? What legal services are available to the owner?

CATEGORY C: TENANTS AND TENANT GROUPS: SERVICES RELATIVE TO Tenants Opportunity to Purchase Act, Rental Conversion and Sale Division, and Rental Accommodations Division

The DC Tenants Opportunity to Purchase Act (TOPA) seeks to protect tenants and tenant groups from displacement due to sale of the property. The law allows tenants to purchase their apartment building. Tenants have the choice of maintaining the apartments for rent or converting to cooperatives or condominiums. DHCD seeks to preserve affordable housing in the District and limit displacement of low- and moderate-income households. For groups that choose coop or condo conversion, this provides a path to homeownership.

DHCD provides both financial assistance and technical assistance, as well as specialized organizational and development services, for tenant groups who are pursuing the purchase of their apartment buildings. Through DHCD's Development Finance Division, organized tenant associations may be provided with seed money, earnest money deposits, and acquisition and/or rehabilitation assistance. After acquisition and rehabilitation, DHCD also provides ongoing Board training and property management support to the newly formed cooperative or condominium Boards.

C15: TOPA: Pre-purchase Training

DHCD seeks one or more organizations which will provide pre-acquisition organizational and developmental counseling and training to tenant groups or tenant associations in support of their intent to purchase their building. These tenant groups must be preliminarily qualified as eligible for DHCD's Tenant Purchase Technical Assistance program. Grantees must provide the following services to tenant groups:

a) establishment of a tenant association.
b) selection and appropriate training of Board members.
c) training of captains (court, building and floor).
d) training in roles and functions of committee members; (5) training tenant groups in detail about the building purchase process.
e) training tenant associations in property management techniques.
f) provide training to the tenant association on each type of ownership; and conducting surveys of tenant associations to determine the appropriate form of ownership for their building (cooperative or condominium).

It is critical that Grantees in this service maintain an outreach to educate and inform low- and moderate-income tenants about their rights and opportunities provided by TOPA. Grantees are encouraged to make this a central aspects of their marketing plan, and to create

opportunities as well as avail themselves of opportunities to participate in educational outlets to reach tenants. Collaboration with other Grantees in this or similar service lines is encouraged. Grantees should participate in DHCD when and as those opportunities for outreach are available.

While training the tenant association, the grantee must be able to prepare and submit appropriate documentation required in the purchase process, including but not limited to tenant profiles and feasibility analyses, response to Notice of Sale of Building, preliminary development, acquisition, and rehabilitation plans, and operational plans.

The grantees must have skill and experience in negotiating the lease or purchase of the building. In addition, grantees must assist tenant groups in procurement related to the development, purchase, and rehabilitation process, including but not limited to attorneys, architects, engineers, financial and developmental consultants, private developers, appraisers, and property managers.

C16: TOPA: Post-Purchase Training

DHCD seeks one or more organizations which will provide ongoing post-acquisition counseling services which include property management and Board training for properties which have been purchased and/or rehabilitated with financial assistance from the DHCD Development Finance Division's First Right Purchase program. Generally, these are multi-family properties that have been purchased through limited equity cooperative agreements or condominium purchases. Therefore, non-profit Board training and development skill and/or experience, as well as multi-family property management skills are critical to providing effective counseling services. Services to be provided under this activity may include, but are not limited to:

a) establishing standards of evaluation for each participant's financial status and leadership capacity.
b) conducting annual management reviews of all Boards, oversee election and
c) training of new Board members.
d) assisting in the establishment of appropriate arrangements with required service providers such as exterminators, garbage collectors, landscapers, etc.
e) assisting in capital management planning and a stabilization plan for rehabilitation and/or refinancing.
f) tracking property vacancies and reviewing new applications for membership.
g) establishing and reviewing membership guidelines.
h) technical assistance in accounting, budgeting, and the preparation of financial statements for long-term financial viability.
i) providing Board of Directors with training as appropriate; and

j) other required management and support duties. Grantees will assist the condominium or cooperative in developing a budget for the overall management and carrying costs of the property.

Grantees will assist the Board and membership in all aspects of management, such as completion of the audit, Fair Housing issues, required individual, property, and Board insurance, taxes, the role of Board officers, evaluation of monthly financial performance, training on lender compliance, i.e. loan payments, income requirements. DHCD will likely negotiate assignment of specific properties to grantees for this service.

Legal Citations Governing Program Area in Category C:

Applicants to provide any service in Category C should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
Tenant Purchase Technical Assistance Program DC Code 42-3404.02
Rental Housing Conversion and Sale Act of 1980, as amended (DC Code 42-3401.01 et. seq.) (Also known as the Tenant Opportunity to Purchase Act or "TOPA")

C17: Services for Tenants and Tenant Organizations
(in partnership with Housing Regulation Administration, Rental Accommodation Division, Rental Conversion and Sale Division).

Activities under this service will supplement and enhance the services provided by DHCD's Housing Regulation Administration (HRA), which includes the Rental Accommodations Division (RAD) and the Rental Conversion and Sale Division (CASD).

RAD administers the Rental Housing Act of 1985 (D.C. Official Code § 42-3501.01 et seq.) which regulates residential rental housing registration and the rent stabilization program (commonly known as rent control). RAD oversees rent adjustment procedures, processes notices to vacate, reviews tenant petitions prior to adjudication by the Office of Administrative Hearings and adjudicates most types of landlord petitions. RAD also proposes rules and regulations for administration of the Rental Housing Act for review and publication by the Rental Housing Commission.

CASD administers the Rental Housing Conversion and Sale Act of 1980 (D.C. Official Code § 42- 3401.01 et seq.) which regulates the sale or transfer of ownership interests under the

Tenant Opportunity to Purchase Act of 1980 (TOPA) (D.C. Official Code § 42-3401.01 et seq.), the conversion of use of rental housing to condominium or cooperative ownership and residential condominium formation and registration under the Condominium Act of 1976 (D.C. Official Code § 42-1901.01 et seq.). Further, CASD administers a Housing Assistance Payment program (HAP), under which tenants may be eligible for rent assistance if they are displaced due to the conversion of use of their apartment building to condominium or cooperative ownership.

CASD also proposes rules and regulations for administration of the Rental Housing Conversion and Sale Act of 1980.

DHCD seeks one or more organizations which will support RAD and CASD operations by providing counseling and tenant education services to tenants and tenant groups. Grantees must provide counseling and training assistance to tenants and tenant organizations regarding the District's rental housing laws and tenant and landlord rights and responsibilities.

For CASD, grantee organizations must provide counseling and training concerning: (1) tenants' TOPA rights when a landlord intends to sell, demolish, or discontinue rental housing use; (2) transfers of rental housing ownership or economic interests; (3) assisting tenants or tenant organizations in exercising their right to purchase; (4) informing tenants or tenant organizations relating to partner-investors and assigning TOPA rights; (5) conversion of use from rental housing to condominium or cooperative ownership by tenant elections, or conversion in lieu of tenant elections; (6) the Housing Assistance Payment program and relocation assistance; (7) tenant organization formation, incorporation, and registration; (8) protections for elderly or disabled tenants; (9) coercive or retaliatory activities; (10) tenant rights when rental housing is in foreclosure; (11) notices of intent to convert use from rental housing to condominium or cooperative ownership; and (12) relocation counseling for displaced tenants.

For RAD, service providers must demonstrate the ability to counsel and train tenants and tenant organizations on rent control provisions including properties that are regulated by or exempted/excluded from rent stabilization under the Rental Housing Act:

1) petition- based and annual rent increases.
2) executing and filing tenant petitions.
3) responding to landlord petitions.
4) protections for elderly and disabled tenants.
5) RAD's conciliation services.
6) notices to vacate and eviction procedures.
7) disclosures to tenants.
8) changes and decreases in services and facilities.

9) learning about and securing enforcement of housing condition regulations.
10) security deposits.
11) understanding lease provisions.
12) rent increases if a property is not under rent control.
13) appealing decisions of the Rent Administrator or the Office of Administrative Hearings; and
14) relocation counseling for displaced tenants. Note: Advocacy on behalf of tenant groups, or tenant rights assignees– including, but not limited to, legal advice or advocacy on tenants or tenant organizations' behalf in negotiations with a property owner–is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators, and not as advocacy groups. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns, or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a grantee is to ensure that tenants understand all available options.

Direct Counseling to Tenants and Tenant Groups: tenant counseling services will be designed to educate tenants in privately-owned properties about their legal rights and opportunities. This service is to be provided to tenants and tenant groups which are not subject to foreclosure and have not selected to exercise their Opportunity to Purchase Rights and/or Right of First Refusal under TOPA. It also includes providing other services and tenant education, which may not fall into the categories of services outlined above, such as eviction counseling, relocation counseling, apartment search, or apartment management.

DHCD seeks one or more organizations with the capacity to bring a range of resources to prevent involuntary displacement and to provide opportunities for continued affordable rental housing. Grantees must provide counseling services to tenants and tenant groups which include, but are not limited to: (1) outreach to tenant groups upon notice of one-year potential for subsidy expiration; (2) technical assistance in negotiations between owners and HUD relative to the renewal of federal subsidy contracts; (3) counseling for tenants in buildings where the subsidy will be lost and the tenant(s) must move; (4) counseling for tenants who are behind in their rent on best-action options; and (5) appropriately referring tenants who are in landlord/tenant disputes to all available resources. Grantees must also conduct research using the many databases and research tools available to identify properties that have a critical need for counseling assistance, including but not limited to DCHousingsearch.org. Note: Advocacy on behalf of tenant groups or tenants' rights assignee –including, but not limited to, legal advice or advocacy on tenants or tenant organizations behalf in negotiations

with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators and not as tenant advocates. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a prospective grantee is to ensure that tenants understand all available options.

Additional Legal Citations Governing Programs in Category C.

Applicants to provide any service in this Category and should review in detail the legal citations governing DHCD's rental accommodation functions:
(1) the Rental Housing Act of 1985, D.C. Official Code § 42-3501 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapters 38-44.
(2) the Rental Housing Conversion and Sale Act of 1980, D.C. Official Code § 42-3401 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapter 47.
(3) the Condominium Act of 1976, D.C.

Official Code § 42-1901 et seq.; (4) D.C. Official Code § 42-1901 et seq.; (5) the First Right to Purchase Program, title 14 of the District of Columbia Municipal Regulation, chapter 2700; and (6) Housing Conditions, Title 14 of the District of Columbia Municipal Regulations, Chapters 1-15. Submission of an application relevant to these services presumes that the applicant intends to meet all requirements to provide counseling to tenants and tenant groups pursuant to these above referenced citations.

3.3 Geographic Distribution of Services

The Department's decision to select one or more grantees to provide services will be influenced by the potential geographical distribution of service among the qualified applications received. Applicants can designate their proposed service areas in the District based on their by-laws, Board policies, etc. However, the Department reserves the right to designate any service areas it deems appropriate or necessary in making awards and negotiating grant terms. In reviewing the applicant pool, the Department's priority will be to ensure that excellent affordable housing counseling and training services are provided to all low- and moderate-income citizens of the District of Columbia. The Department will seek to bring parity in the quality of all housing services provided for all areas of the District through the award and ongoing management of these grants.

3.4 Marketing and Outreach

Marketing Plan to be submitted: Marketing and outreach are critical aspects of the grant's work. Grantees' efforts ensure these programs and services' success and desired impact. No Grantee or service is exempt from this requirement. Applicants must submit a detailed marketing and outreach plan for the services they are applying for. The plan should be detailed and not assume an understanding that has not been stated. Marketing should be included in the proposed budget and work plan.

DHCD will review and approve the marketing plan. In accordance with agency policy, marketing activities should highlight partnerships with and funding by DHCD.

Aspects of Marketing and Outreach to be considered:

- Continuous and consistent marketing and outreach are essential to achieving these services' objectives and maximizing public awareness of DHCD housing programs.
- Because of DHCD's diverse target population, grantees must utilize various marketing tools.
- Grantees are responsible for distributing DHCD program materials at community forums, public events, homeownership meetings, and fairs. Marketing and outreach may include but are not limited to, websites, email blasts, blogs, listservs, Twitter, Facebook, YouTube, Hope Hotline, flyers, door-to-door visits, community meetings, use of cable television (Channel 16), and public service announcements.

Coordinated with the Department: The grantee's marketing and outreach must be coordinated with DHCD. Grantees are expected to continually assess the success and impact of their marketing efforts to identify the most effective and efficient ways of reaching low– and moderate-income populations.

Participation in Department Marketing Activities: As required by DHCD, Grantees must participate in public activities and events related to housing opportunities. These may include but are not limited to tabling at events, participating in panel discussions, and providing speakers to groups, agencies, or organizations that request them.

DHCD Acknowledgement: Grantees must always acknowledge such housing assistance activities as Department of Housing and Community Development programs in any distributed print or electronic materials. DHCD must approve all such materials before distribution.

Use of DHCD Logo: All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or entirely, by the Department.

1. The written or printed materials must include the authorized DHCD logo.
2. Written or printed materials include, but are not limited to, newspaper, radio, and television announcements or advertisements. Websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.

4. The grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to the Grantee.
5. The grantee must provide copies of all marketing materials, brochures, flyers, and other materials that publicize grant-funded activities to the Grantor via email at dhcd.occo@dc.gov
6. The grantee shall publicize as appropriate to its constituency through social media, print, and online postings, DHCD communications, and events related to Grant-supported activities.

Diversity and Language Access in Marketing: Grantees must demonstrate the capability to effectively serve and communicate with the District's various non-English speaking and special needs populations. This means that marketing and outreach materials must be made available in multiple languages and media based on the needs of those populations. The grantee must demonstrate its intent and capability to comply with the District's Language Access Law. In addition, grantees must demonstrate the availability of appropriate staffing to ensure compliance with the District's Language Access Law.

3.5 Focus Areas and Neighborhood Revitalization Strategy Areas (NRSA)

DHCD has identified specific areas of the District as "Focus Areas." These Areas represent areas where the District has invested in funding to create and preserve affordable housing. Focus Areas follow main routes through the District and their associated neighborhoods. In many cases, business owners are centered on these major routes, while resident services will be seen as more appropriate for those in the communities. Applicants must ensure services are delivered to low- and moderate-income households or areas as part of their program (Housing Services, Small Business Technical Assistance, Façade Improvement). This is a CDBG requirement.

- For Housing Counseling applicants, these Focus Areas should be used to plan outreach activities to inform residents of their services.
- For SBTA and Façade grantees, the Focus Areas define the geographical areas of the District in which they will provide services. In this latter case, the Focus Areas define not only their outreach area but also their service area.

NRSAs Targeting East of the River

The Department obtained the HUD designation for the Neighborhood Revitalization Strategy Area (NRSA) for the Focus Areas in Wards 7 and 8. DHCD has designated areas of Historic Anacostia in the city's Southeast and Far Northeast communities as Neighborhood Revitalization Strategy Areas (NRSAs). This designation will allow the city to target Community Development Block Grant (CDBG) funding that supports economic and community revitalization efforts. These include Martin Luther King Jr Avenue, Marion Barry Avenue, Minnesota Avenue, and Benning Road. However, all areas of Ward 7 and Ward 8 remain the focus of the grantee's work and outreach.

For communities outside of the NRSA areas, DHCD has designated Focus Areas throughout the District. Applicants are encouraged to partner with other community-based organizations. This collaboration can include cross-disciplinary collaboration. For example, a Façade grantee may partner with an SBTA grantee to provide business owners various services encompassing both disciplines. Housing service grantees may partner to promote or provide services one grantee offers, but another may not. The key to collaboration is an outlook of being partners, not competitors.

The following is a list of the Focus Areas and some of their associated neighborhoods. The outreach plans can include other nearby neighborhoods, mindful of the low-income requirements. Each applicant is asked to select one or more Focus Areas for their application. Please note that this is a minimum, and applicants may choose more than three. Applicants will be asked to provide reporting on outreach activities.

The following is a list of the Focus Areas outreach plans, mindful of the low and income requirements.

Focus Areas/Neighborhoods

- **16th St NW Corridor** near the intersection with Havard St NW (Columbia Heights) in Ward 1
- **Georgia Ave and New Hampshire Ave NW Corridor** (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- **Rhode Island Ave and South Dakota Ave NE Corridor** (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 4 and Ward 5
- **M Street and South Capitol Streets SW Corridor** (Greenleaf and Waterfront) in Ward 6
- **Benning Road and Florida Ave NE Corridor** (NoMa/Ivy City/Trinidad) in Ward 5 and Ward 6
- **Minnesota Ave and Benning Rd NE Corridor** (Benning, Greenway) in Ward 7
- **Pennsylvania Ave and Minnesota Aves SE Corridor** (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- **East Capitol and Benning Rd Corridor** (Capitol View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- **Marion Barry Ave and Martin Luther King Aves SE Corridor** (Historic Anacostia, Fairlawn, Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- **Marion Barry Ave and Alabama Aves Corridor** (Skyland, Woodland, Garfield Heights) in Ward 8
- **Martin Luther King Ave and Alabama Ave Corridor** (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- **South Capital St and Chesapeake St SE Corridor** (Bellevue, Washington Highlands) in Ward 8

FY23 Housing Counseling Pre Award Workbook

Organization Name:	Lydia's House of Sacrament	Performance Period:	5/1/2023 to 05/30/2024
Grant Number:	FY23 II		

HUD Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	Match from FY23 Activities	Total
A1	HUD Housing Counseling	16	Number of First Time Homebuyers Participating (Intake)					
A1		709	Number of First Time Homebuyers Completing Counseling (Financial Ready to Buy Graduate)	Public Service or NOSA		$0.00	$69,700.00	$69,700.00
A1		719	Number of 1 1 Counseling Sessions (Report 6 Cards)					
A1		603	Number of unduplicated households					
A1		816	Number of 1 1 Homebuyer Counseling Sessions					
A1		703	Number of unduplicated households					
A2	Refugee Homebuyer Class	8	Number of 8-hour Homebuyer Education Classes	Public Service or NOSA		$0.00	$16,111.10	$16,111.10
A2		600	Number of Attendees at 8-hour Homebuyer Classes					
A2		600	Number of CHCS Certificates Issued					
A3	HOAP (Rapid Rehab)	0	Number of HOAP Pre Purchase Counseled conducted					
A3	(HOP) ONLY!	201	Number of Attendees at HOAP Orientations	Non-Public Service or NOSA		$48,550.00	$32,445.00	$80,995.00
A3		125	Number of Files submitted to HOAP Administrator					
A3		109	Number of 1 1 HOAP Counseling Sessions					
A3		114	Number of unduplicated households					
A4	ID/ADU Orientations	16	Number of ID Orientations Conducted	Public Service or NOSA		$0.00	$19,974.05	$19,974.05
A4		1320	Number of Attendees at ID Orientations					
A4		1320	Number of CHCS Certificates Issued					
A5	ID/ADU Income Certifications	0	Number of ID/ADU Income Certifications completed	Public Service or NOSA		$0.00	$0.00	$0.00
A6	FSDG	0	Number of FSDG group trainings conducted	Public Service or NOSA		$0.00	$0.00	$0.00
A6		0	Number of attendees at FSDG group training					
A6		0	Number of 1 1 FSDG sessions (if applicable)					
A6		0	Number of unduplicated households receiving 1 1 FSDG training					
A6		0	Number of FSDG Income Certificates					
A7	General Housing Services & Information (Group Training)	0	Number of Financial Literacy Trainings (including but not limited to check & budgeting)	Public Service or NOSA		$0.00	$9,419.05	$9,419.05
A7		65	Number of Attendees at Financial Literacy Trainings					
A7		0	Number of Homebuyer Club Meetings					
A7		0	Total # Attendees at Homebuyer Club Meetings					
A7		0	Number of group trainings or workshops not reported in other categories					
A7		0	Number of Attendees in group trainings or workshops not reported in other categories					
B10	Eviction Counseling	0	Number of Eviction workshops	Public Service or NOSA		$0.00	$0.00	$0.00
B10		0	Number of Attendees at Eviction workshops					
B10		0	1 1 Eviction Counseling					
B10		0	Unduplicated households 1 1 Eviction Counseling					
B10		0	Number referred to Attorney(s) for Legal Services					
B10		0	Number of 1 1 Attorney Consultations (Law Firm Subrecipients Only)					
B10		0	Number of unduplicated clients participating in 1 1 Legal Consultations (Law Firm Subrecipients Only)					
B10		0	Number Evictions Prevented					
B11	EFAS	0	Number of EFAS Orientations conducted (new/old)	Public Service or NOSA			$5,419.05	$5,419.05
B11		139	Number of 1 1 EFAS sessions					
B11		123	Number of unduplicated households					
B11		66	Number of complete applications submitted to EFAS9 Portal					
B12	Legal Forms on Services, Change and Condos	0	Certain Foreclosure avoidance legal services	Public Service or NOSA				$0.00
B12	(Law Firm Subrecipients Only)	0	Other Legal matters requiring legal forms etc					
B12		0	Condo Associations receiving legal services					
B12		0	Number of Pre Bond Legal Services Reviewed and Returned					
B12		0	Number of Requests for Law Firms (Financial)					
B12		0	Number of Attendees at seminar for Law Firms (Securities)					
B12		0	Number of new subscriptions initiated					
B12		0	Total Number of Requests to and work with Pre Bond Provided					
B12		0	Number of subscription assessments conducted					
B12		0	Number of subscription agreements conducted					
B12		0	Number of Excess Households that did not need Legal Counsel or Consultation					
B12		0	Number of Excess Households that received Legal Representation					
B12		0	# of Clients Served with Title II Funds					
B12		0	# of Clients Served with Title III Funds					
B12		0	# of Bona Fide emergency evictions or housing related matters					
B12		0	# of at risk and Legal Aid Referral Clients					
B13	Technical Assistance to Co-Ops and Condo Associations	0	Number of Co-Op Assessments and Limited Technical Assistance	Public Service or NOSA				$0.00
B13	Closing	0	Number of Action Plans written for Co-Op Assessments					
B13	Closing	0	Number of Successful Outcomes for Co-Op Assessments					
B13	Closing	0	Number of Asset Management Improvement Loans as Presented for Co-Op					
B13	Closing	0	Number of Asset Management Types of Support Services as Presented to Co-Op					
B13	Closing	0	Number of Closing Cost Loans as Provided to Co-Op Associations and Clients					
B13	Closing	0	Number of Legal Assistant Services provided as Referred Co-Op Associations					
B13	Closing	0	Number of Consultative Services as Presented to Co-Op Associations and Clients					
B13	Closing	0	Number of Organizational Development Types of Support Services as Presented to Co-Ops					
B13	Closing	0	Number of Counseling Follow Along Sessions provided to attending prospective residents including shared equity					
B13	Closing	0	Number of Reserve Plans completed and accepted for Co-Ops					
B13	Closing	0	Number of Trainings on Board Governance Governance & Management to Co-Ops					
B13	Closing	0	Number of Trainings on Capacity Building and Sustainability conducted effective Co-Op Governance & Asset Management					
B13	Closing	0	Number of written Asset Management & Sustainability Plans for Co-Ops					
B13	Condos	0	Number of Condo Assessments or Mixed Technical Assistance					
B13	Condos	0	Number of Action Plans written for Condo Associations					
B13	Condos	0	Number of Successful Outcomes for Condo Associations					
B13	Condos	0	Number of Asset Management Improvement Loans as Provided for Condo					
B13	Condos	0	Number of Annual Survey of Clients (not provided by phone visit etc) and associated methodologies completed for Condo					
B13	Condos	0	Number of Asset Management Types of Support Services as Provided to Condo					
B13	Condos	0	Number of Legal Assistant Services provided to Owners and Condo Associations					
B13	Condos	0	Number of Consultative Services as Provided to Condo Associations and Clients					
B13	Condos	0	Number of Organizational Sustainability Types of Support Services Provided to Condo Associations					
B13	Condos	0	Number of Reserve Plans completed and accepted for Condo Associations					
B13	Condos	0	Number of Trainings on Board Governance Governance & Management to Condo Associations					
B13	Condos	0	Number of written Asset Management & Sustainability Plans for Condo Associations					
B13	Closing and Condos	0	Number of School Runs at Closing Completed in Each School and associated recommendations completed					
B13	Closing and Condos	0	Number of Assessment Classes and Condos Conferences given at National Law Firm					
B13	Closing and Condos	0	Number of Trainings on Condominium including Education and Construction Management					
B14	Technical Assistance for Mold Assessment Owners (25 units and less)	0	Number of Inspections Reviewed	Public Service or NOSA				$0.00
B14		0	Number of Owner/Adjusters needing Solution					
B14		0	Number of Action Plans Written					
B14		0	Number of Action Plans Implemented/Completed					
B14		0	Number of Owners/Managers needing Asset Management Guidance					
B8	General Home Improvement (Post Purchase Non-Foreclosure)	4	Number of Homeownership Preservation Workshops	Public Service or NOSA			$4,409.84	$8,409.84
B8		13	Number of Attendees at Homeownership Preservation Workshops					
B8		7	Number of Post Purchase Worksheets post including Homeownership Improvements					
B8		33	Number of Attendees at Post Purchase Workshops (not including Homeownership Preservation)					
B8		33	Number of 1 1 Post Purchase Counseling Sessions					
B8		33	Number of Unduplicated Households participating in 1 1 Post Purchase Counseling Sessions					
B9	Foreclosure Counseling	1	Number of Foreclosure Workshops	Public Service or NOSA			$3,419.05	$9,419.05
B9		10	Number of Attendees at Foreclosure workshops					
B9		26	Number of 1 1 Foreclosure Counseling Sessions					
B9		22	Number of Unduplicated Households participating in 1 1 Foreclosure Counseling Sessions					
B9		0	Number of 1 1 Attorney Consultations (Law Firm Subrecipients Only)					
B9		0	Number of Unduplicated clients participating in 1 1 Legal Consultations (Law Firm Subrecipients Only)					
B9		0	Number referred to Attorney(s) for Legal Services					
B9		4	Number of Foreclosure Prevented					
C35	FDFA Pre-Purchase Counseling & Training	0	Number of FDFA Workshops with Recent Assessment	Public Service or NOSA				$0.00
C35		0	Number of Attendees at FDFA Workshops					
C35		0	Number of FDFA Prepay Worksheets by Recents					
C35		0	Number of Attendees at FDFA Training Workshops					
C35	FDFA Post Purchase Counseling & Training	0	Number of FDFA Post Purchase Training Workshops	Public Service or NOSA				$0.00
C35		0	Number of Attendees at FDFA Post Purchase Workshops					
C35		0	Number of unduplicated households					
C35		0	Number of one on one counseling sessions					
C35		0	Number of group training/meeting					
C57	Tenant Counseling for HRA - Rental Accommodation Division	0	Number of unduplicated households	Public Service or NOSA				$0.00
C57		0	Number of one on one counseling sessions					
C57		0	Number of group training/meeting					
C57		0	Number of Attendees at group training/meeting					
Marketing	MARKETING AND OUTREACH	1	Housing Fair	Public Service or NOSA			$1,344.75	$1,344.75
Marketing		4	Other Tabling Events					
Marketing		1300	Flyers Distributed					
Marketing		50	Social Media Posts (Facebook, LinkedIn, Instagram)					
Marketing		200	Mailings					
Marketing		1	Paid Advertising (display ads in print)					
Marketing			Other					
Marketing			Other					
	TOTALS	11359			$0.00	$69,550.00	$253,439.00	$322,989.00

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit B Budget

- Schedules A (3-1) and A (3-2) for the First Performance Period

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

Rev. 12/09/2024

ORGANIZATION NAME:	Lydia's House in Southeast
PERIOD OF PERFORMANCE:	2/1/2025-9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (If applicable):	
WARD (If applicable):	Ward 7 & 8
TYPE OF ACTIVITY:	

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$171,582.53	$0.00	$171,582.53
Credit Report	$20,760.95	$0.00	$20,760.95
Space	$23,200.00	$0.00	$23,200.00
Insurance	$8,500.00	$2,539.46	$11,039.46
Telephone	$6,000.00	$1,235.43	$7,235.43
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$4,000.00	$4,000.00
Training	$0.00	$2,600.00	$2,600.00
IT Services & Support	$3,000.00	$0.00	$3,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$233,043.48	$10,374.91	$243,418.39
Total Indirect Costs (De Minimis Cost Rate 15%)	$34,956.52		$34,956.52
Total Costs	$268,000.00	$10,374.91	$278,374.91

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM
Budget Form A (3-2): Personnel Information

Rev. 12/09/2024

ORGANIZATION NAME:	Lydia's House in Southeast
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 to 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Number of Hours	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
Director	C. Beckford	825.60	$51.75	60.0%	8	$42,724.80
Grants Manager	S. Simmons	552.00	$42.00	50.0%	8	$23,184.00
Housing Counselor	P. Green	686.00	$28.85	50.0%	8	$19,848.80
Housing Counselor	T. Morris	686.00	$28.85	50.0%	8	$19,848.80
Housing Counselor	D. Dinkins	686.00	$28.85	50.0%	8	$19,848.80
Housing Counselor	K. Reid	686.00	$25.48	50.0%	8	$17,530.24
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
Personnel Subtotals						$142,985.44

Fringe Benefits (Max 20%)	$28,597.09
Total NBAP Grant Personnel Costs	$171,582.53

Exhibit C Required Reporting

- Monthly Performance Report
- Monthly Report of Group Trainings
- Monthly Report on Outreach and Marketing Activities
- Monthly Reporting of Special Activities
- Monthly Reporting of changes in personnel relative to grant work and payroll
- Quarterly Beneficiary Data
- Quarterly Language Access Report
- Quarterly Data Report

DC Department of Housing and Community Development

Deadline 00/00/0000

FY25 RFA: Housing Services

1

ZoomGrants Help [hide this]

Creating a New Application to Submit
The 'Saving' screen is still flashing...now what?
Missed Deadline FAQs
Invite Collaborators to Work on Application

Applicant View

Application Status: Not Submitted

Basic Information Part I and II Application Narrative Questions Budget Organizational and Financial Capacity

Required Attachments Activity Log

Report **OVERDUE** Report Totals

Ask a Report Question

(answers are saved automatically when you move to another field)

Instructions Show/Hide

As in the past, Performance Reporting is divided into three sections:

- **Workplan Metrics** (numbers only),
- **Accomplishment Narrative** (Text Boxes), and
- **Various uploads** (spreadsheets usually).

This data is extremely important. Reports can affect performance goals and funding. Your reports are used to report to the City Administrator, the Mayor (including DMPED) and to the District Council and its Committee on Housing. Where uploads are required, **use excel files or Word files.** This will allow your information to be uploaded into the database and reported to District leaders.

For **Workplan Metrics,** use only numbers or leave it blank. **Letters such as N/A are to be avoided.** This will make your report impossible to be uploaded in the DHCD database and will require your corrections. Only numbers zero (0) and above can be used. If a metric is left blank, it will be treated as a zero.

In the **Accomplishment Narrative**, text boxes are provided to provide statements of activities or the information requested. In the first Report, please answer Question 22 (Points of Contact) with all points of contact for the areas mentioned. Thereafter in subsequent months, if there are no changes, it is okay to say, "No Changes". The same is true for Question 21 (staffing). Please answer Question 23 (Success Stories), Question 24 (Good News), Question 25 (Other DC agencies and initiatives). Question 26 is important. Remember the RFA asked applicants to align outreach to the Focus Areas mentioned on pages 33 and 34 of the RFA. Mentioning specific Focus Areas in the narrative for Q26 is helpful.

The **Document Upload** section is where excel spreadsheets (usually, sometimes Word Documents) are uploaded. **PDFs cannot be uploaded into database.** [The District of Columbia is fortunate to have many DC Based Programs such as HPAP, IZ/ADU, PADD, SFRRP, TOPA, HRA/RAD related activities, as well as direct services to tenants and tenant groups, and services to Condo/Coop Associations. DHCD staff need monthly reporting in order to better do their work and respond to the needs of DC citizens. These reports are shared directly with the appropriate program manager.]

There three areas of your activities will be reported on a monthly basis to help us meet our HUD and DC Government requirements and the needs of DC residents.

Reporting for Fiscal Year 2025 will begin with Report # 1. The end of Government's fiscal year (9/30/2025) will conclude with Report # 10 and the close-out of FY25 Purchase Orders. The complete schedule is below for the monthly report.

Other Reporting: Beneficiary Data and Language Access

Other reports are also required. These include **Beneficiary Report** and **Language Access Report.** These two reports are required on a quarterly basis. These reports will not be answered within ZoomGrants. The Office of Program Monitoring will provide the spreadsheets to use for these quarterly reports. Please see your Grant Agreement for additional information about the monthly and quarterly reports. Please note, the Beneficiary Report corresponds to the sources and uses of your Grant Agreement. A separate Beneficiary Report is needed for each type of funding awarded: Public Service (PS), Non-Public Service (NPS) and NRSA Wards 7 & 8 PS and NPS.

These quarterly reports will be due:

Oct/Nov/Dec 2/24/2025

Jan/Feb/March 4/10/2025

April/May/June 7/10/2025

July/August/Sept 10/10/2025

Please note we cannot extend these deadlines since they are HUD's deadlines and not in our control. Please submit your report on schedule.

Please remember HUD views reporting and reimbursement requests as inseparable and therefore to be coordinated at the same time. Please avoid not filing on the deadline.

Monthly Reporting on Performance and Accomplishments

Report Number Period Covers Due Date

Report Number	Period Covers	Due Date	Notes
Report 1	FY25 Q1 (Oct/Nov/Dec)	03/03/2025	
Report 2	January	03/03/2025	
Report 3	February	03/10/2025	
Report 4	March	04/10/2025	
Report 5	April	05/10/2025	
Report 6	May	06/10/2025	
Report 7	June	07/10/2025	
Report 8	July	08/10/2025	
Report 9	August	09/10/2025	
Report 10	September	10/10/2025	

In ZoomGrants reporting, there are data questions. Please enter only a whole number. If a particular question doesn't apply to your statement of work and workplan, please enter zero. The narrative questions also require a response. If there is nothing to report in the narrative, please enter a statement such as "No changes" or "Not applicable".

Report 1: 3/3/2025

This report is OVERDUE. Submit Report 1

Agency

This is a branching question. The system will remove questions that do not apply to you based on your answer to Question #1.

Please disregard the number sequencing.

1. Identify Your Agency Name

This is a branching question. Only the questions that apply to your agency will appear.

- ○ CARECEN-Central American Resource Center
- ○ Centro de Apoyo Familar

- ○ Greater Washington Urban League, Inc.
- ○ Housing Counseling Services
- ○ Latino Economic Development Corporation of Washington DC
- ○ Legal Counsel for the Elderly
- ○ Lydia's House in Southeast, Inc.
- ○ Manna, Inc.
- ○ Marshall Heights Community Development Organization, Inc.
- ○ Mi Casa
- ○ Neighborhood Legal Services Program of the District of Columbia
- ○ University Legal Services

Workplan Accomplishment Metrics

2. A1: HUD Housing Counseling

Ignore the auto-total number.

Number of First Time Homebuyers Purchasing Homes

Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)

Number of 1:1 Counseling Sessions (Budget & Credit)

Number of unduplicated households

Number of 1:1 Homebuyer Counseling Sessions

Number of unduplicated households

3. A2: 8-Hour Homebuyer Class

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of 8-hour Homebuyer Educations Classes

Number of Attendees of 8-hour Homebuyer Classes

Number of DHCD Certificates issued

4. A3: HPAP (EAHP/NEAHP)

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of HPAP Pre Purchase Orientations conducted

Number of Attendees at HPAP Orientations

Number of Files submitted to HPAP Administrators

Number of 1:1 HPAP Counseling Sessions

Number of unduplicated households

5. A4: IZ/ADU Orientations

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of IZ Orientations Conducted

Number of Attendees at IZ Orientations

Number of DHCD Certificates issued

6. A5: IZ/ADU Income Certifications

Ignore the auto-total number.

Number of IZ/ADU Income Cetifications completed

7. A6: PADD

Ignore the auto-total number.

Number of PADD group training/coaching

Number of Attendees at PADD group training

Number of 1:1 PADD sessions (if applicable)

Number of unduplicated households receiving 1:1 PADD sessions

Number of PADD Income Certifications

8. A7: General Housing Services & Information (Group Training)

Ignore the auto-total number.

Number of Financial Literacy Trainings (including but not limited to credit & budgeting)

Number of Attendees at Financial Literacy Trainings

Number of Homebuyer Clubs Meetings

Total of Attendees at Homebuer Club Meetings

Number of group trainings or workshops not reported in other categories

Number of Attendes at group trainings or workshops not reported in other categories

9. B8: General Home Management (Post Purchase Non-Delinquent)

Ignore the auto-total number.

Number of Homeownership Preservation Workshops

Number of Attendees at Homeownership Preservation Workshops

Number of Post-Purchase Workshops (not including Homeownership Preservation)

Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)

Number of 1:1 Post-Purchase Counseling Sessions

Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions

10. B9: Foreclosure Counseling

Ignore the auto-total number.

Number of Foreclosure Workshops

Number of Attendees at Foreclsoure Workshops

Number of 1:1 Foreclosure Counseling Sessions

Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number of Foreclsoures Prevented

11. B10: Eviction Counseling

Ignore the auto-total number.

Number of Eviction workshops

Number of Attendees at Eviction workshops

1:1 Eviction Counseling

Unduplciated households 1:1 Eviction Counseling

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number Evictions Prevented

12. B11: SFRR

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of SFRRP Orientations conducted (required)

Number of 1:1 Intake sessions

Number of unduplicated households

Number of complete applications submitted in SFRRP Portal

13. B12: Legal Services for Seniors, Coops and Condos

Ignore the auto-total number.

Senior households receiving legal services

Coop Associations receiving legal services

Condo Associations receiving legal services

Number of Training for Law Firms

Number of Attendees at law firm training

Number of outreach activities

Number of new partnerships initiated

Number of clients helped with Schedule H

Number of clients helped with life planning docs

Number pro bono attorneys engaged in housing-related matters

Number veterans receiving legal counsel/advice

14. B13: Technical Assistance for Coop

Ignore the auto-total number.

Number of Co-Op Associations receiving Technical Assistance

Number of Action Plans written for Co-Op Associations

Number of Successful Outcomes for Co-Op Associations

Number of Asset Management Improvement Services Provided for Co-Op

Number of Asset Management Tactical Support Services Provided to Co-Op

Number of Consultative Services Provided to Co-Op Associations and Clients

Number of Legal Assistant Services provided to Distressed Co-Op Associations

Number of Organization Sustainability Tactical Support Services Provided to Co-Ops

Number of Ownership Educations Sessions provided to different ownership models including shared equity

Number of Relocation Plans completed and accepted for Co-Ops

Numbers of Trainings on Board Operations Governance & Management to Co-ops

Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management

Number of written Asset Management & Sustainability Plans for Co-Ops

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Co-Op Associations

Number of Associations (Coops) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Co-Op Associations

15. B13: Technical Assistance for Condo Associations

Ignore the auto-total number.

Number of Condo Associations receiving Technical Assistance

Number of Action Plans written for Condo Associations

Number of Successful Outcomes for Condo Associations

Number of Asset Management Improvement Services Provided for Condo

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo

Number of Asset Management Tactical Support Services Provided to Condo

Number of Legal Assistant Services provided to Distressed Condo Associations

Number of Consultative Services Provided to Condo Associations and Clients

Number of Organization Sustainability Tactical Support Services Provided to Condo Associations

Number of Relocation Plans completed and accepted for Condo Associations

Numbers of Trainings on Board Operations Governance & Management to condo associations

Number of written Asset Management & Sustainability Plans for Condo Associations

Number of Associations (Condos) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Condo Associations

16. B14: Technical Assistance for Small Apartment Owners (25 units and less)

Ignore the auto-total number.

Number of Inquiries Received

Number of Owners/Managers receiving Services

Number of Action Plans Written

Number of Action Plans Implemented/Completed

Number of Owners/Managers needing Asset Management Guidance

17. C15: TOPA Pre-Purchase Counseling & Training

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Meetings with Tenant Association

Number of Attendees at TOPA Meetings

Number of TOPA Training Workshops to Tenants

Number of Attendees at TOPA Training Workshops

18. C16: TOPA Post-Purchase Counseling & Training

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Post Purchase Training Workshops

Number of Attendees at TOPA Post Purchase Workshops

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

19. C17: Tenant Counseling for HRA - Rental Accommodation Division

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

Number of Attendees at group training/coaching

20. Marketing & Outreach

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Housing Fairs

Other Tabling Events

Flyers Distributed

Social Media Posts (Facebook, LinkedIn, Instagram)

Mailings

Paid Advertising (display ads in print)

Other

Accomplishment Narrative

21. Staffing Information: Any changes (terminations or new hires) in staff members who are on the grant? Or in the Executive Leadership or Management Team? Number of HUD Certified Counselors (expressed as FTEs) on staff at the

end of this reporting period?

Maximum characters: 1000. You have 1000 characters left.

22. Who are the current Points of Contact and email for the following: 1) Executive Leader (NOTE: Executive leader is copied on all communication): 2) Grant/Fund Development: 3) Grant/Accounting: 4) Program Managers/Directors/Supervisors:

Maximum characters: 1000. You have 1000 characters left.

23. Please provide us with client success story/stories for this quarter by program. You may provide a link to an article that has been written for other purposes (newsletter, website, or newspaper article).
Redact (use a pseudonym) for any client name or other personal identifying information if you have not received a release.

Maximum characters: 3000. You have 3000 characters left.

24. Any good news to share? Any events and activities coming up? (e.g. obtained other grant funds to leverage DHCD grant, Open Houses, Presentations, Community Events, etc.)
Upload a calendar of upcoming program events (in-person or webinars).

Maximum characters: 3000. You have 3000 characters left.

25. Describe your organization's involvement in other projects or initiatives with other District agencies.

Maximum characters: 3000. You have 3000 characters left.

26. Describe your marketing and outreach during this period. What groups or areas did you market to, numbers, and in what way did you contact them (mail, event, email, personal, media, etc.)?

Maximum characters: 3000. You have 3000 characters left.

27. Describe any specific obstacles (if any) to your organization's program or service delivery during this period?

Maximum characters: 3000. You have 3000 characters left.

Documents Requested *	Required?	Uploaded Documents *	
ALL: Procurement Report, as applicable Download template: Procurement Report			Upload
ALL: Language Access for Outreach and Group Sessions Download template: Language Access for Outreach and Group Sessions	Required		Upload
ALL: Calendar of Next Quarter (3 months) of Orientations, Trainings, Workshops & 8-Hour Classes	Required		Upload
A-2 HBE 8-Hour Class Attendance Certificates Download template: A-2 HBE 8-Hour Class Attendance Certificates			Upload
A-3 Homebuyer Assistance Program Intake Download template: A-3 Homebuyer Assistance Program Intake			Upload
A-4 IZ Orientation Attendance Certificates Download template: A-4 IZ Orientation Attendance Certificates			Upload
B-11 SFRRP Intake Download template: B-11 SFRRP Intake			Upload
C-15 and C-16 TOPA Reporting Download template: C-15 and C-16 TOPA Reporting			Upload
C-17 Training for Tenants and Tenant Organizations Download template: C-17 Training for Tenants and Tenant Organizations			Upload

** ZoomGrants™ is not responsible for the content of uploaded documents.*

CDBG PUBLIC SERVICE* HOUSING COUNSELING (HC) PROGRAM

HEAD OF HOUSEHOLD DEMOGRAPHICS

IDIS Number	
Community Based Organization (CBO)	
National Objective/Matrix Code	
Project Analyst	
Proposed HOUSEHOLDS TO Serve	
Total HOUSEHOLDS Served	
Difference Used for CAPER Analysis	

Tip #1	Avoid Duplicative Reporting
Tip #2	Complete each cell; even if N/A (Not Applicable)
Tip #3	Do not complete Grayed-Out Cells
Tip #4	Based on HEAD of HOUSEHOLD
Tip # 5	Submit Quarterly
Tip #6	Public Service - HC that cannot show proof a home was purchased.
Tip # 7	OPM - Kelly Ann Morrow, DHCD Grant Management Officer, kelly-ann.morrow@dc.gov

HEAD OF HOUSEHOLD CHARACTERISTICS

Race/Ethnicity/Household Composition	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
White	0	0		0	0																					0	0	0
Black/African American	0	0		0	0																					0	0	0
Asian	0	0		0	0																					0	0	0
Native American/Alaskan Native				0	0																					0	0	0
Native Hawaiian/Other Pacific Islander				0	0																					0	0	0
Native American/Alaskan Native & White				0	0																					0	0	0
American Indian/Alaskan Native & White				0	0																					0	0	0
Asian & White				0	0																					0	0	0
Black/African American & White				0	0																					0	0	0
Native American/Alaskan Native & Black/African American				0	0																					0	0	0
Other Multi Racial				0	0																					0	0	0
Did Not Report				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Income Data (In accordance with HUD Part 5)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
Extremely Low 0-30%	0				0																					0	0	0
Low 31%-50%	0				0																					0	0	0
Moderate 51%-80%	0				0																					0	0	0
Non-Low/Moderate 81% - 110%					0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Additional Data (Does not apply to Single Family Residential Rehabilitation Program)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
With New or Continuing Access to Service or Benefit	0			0	0																					0	0	0
With Improved Access to Service or Benefit				0	0																					0	0	0
Received a Service or Benefit that is No Longer Substandard				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Language Access

The recent Executive Order of the President makes English the Official Language of the United States.

Grantees may translate forms, document, trainings into other languages as they deem appropriate for the benefit of clients.

Grantees may also make provision for clients to have access who are English Proficient/Non-English Proficient (LEP/NEP).

The Language Access line remains available to Grantees. OPM can provide the phone number.

Grantees are encouraged to report on a quarterly basis concerning language accommodation for clients.

Tracking includes:

- Language
- Use of interpreter, bi-lingual staff person or language access telephonic line
- Used on the group basis or individual and the number of each

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit D Method to determine Client Eligibility for Services

Method to determine Client Eligibility for Services:
By Household

DHCD will provide the spreadsheet to use for this Quarterly Report

If a grantee has two or three sources/uses of grant funds, a separate report is needed for each.

Sources/Uses includes

1. Public Services (PS),
2. Non-Public Services (NPS) and
3. NRSA Wards 7 & 8 PS & NPS.

For each the Household report includes:

Section 1

Grantees will provide the following information concerning race/ethnicity which shall be recorded by

- Ward,
- Head of Household,
- Tenant/Owner

White
Black/African American
Asian
Native American/Alaskan Native
Native Hawaiian/Other Pacific Islander
Native American/Alaskan Native & White
American Indian/Alaskan Native & White
Asian & White
Black/African American & White
Native American/Alaskan Native & Black/African American
Other Multi Racial
Did Not Report
TOTAL

Section 2

Also, each household shall be counted by income category using the CDBG income categories and dollar amounts. (See chart in this exhibit.)

Section 3

Lastly, each household shall be counted by CDNG service category.

With New or Continuing Access to Service or Benefit
With Improved Access to Service or Benefit
Received a Service or Benefit that is No Longer Substandard

The Number of Households in each of the above calculations be the same. That is, if 100 households are reported in Section 1, there must be 100 in reported also in Sections 2 and 3.

This procedures is repeated for:

- Non-Public Service Activities
- NRSA Wards 7 & 8 Public Service and Non-Public Service

INCOME LIMITS WITH UNCAPPED LIMITS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
U.S. Department of Housing and Urban Development (HUD) FY 2023
Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	**84,400**	**96,450**	**108,500**	**120,550**	**130,200**	**139,850**	**149,500**	**159,150**

	Median Income	**Family Four Low Income Limit**
DC	**$152,100**	**$95,300**

This grant will consider eligibility based on Household Beneficiary Data

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit E Budget Modification Form

BUDGET MODIFICATIONS

To request a Budget Modification, please reach out to your Point of Contact with Community Services to request the excel file.

The excel file should be returned to Community with the details (below) about your request. You may also send a PDF of the excel file in addition to the excel file itself. The excel is needed to upload to the database.

There should be a cover letter from the Executive Director requesting the modification as outlined in excel file attached. Only the Executive Director as a signatory to the Grant Agreement can request a Budget Modification.

The Excel file will guide you through the process.

The Excel template asks you for each line item in the A 3-2 (Personnel) to indicate the current budget and the requested budget modification for:

- Hourly rate
- Number of Hours to be charged to the Grant (total for the year)

Similarly for the A 3-1 the template asks the current Budget Amount for each line item and the requested modification amount for each line item in the A 3-1.

Each line item in the A 3-1 and A 3-2 must be included in the Modification.

The deadline to request a Budget Modification is June 1st of each year.

The Community Services team is available to provide technical assistance.

Cost Category	Current Budget	Increase (Decrease)	Requested Modificastion Amount
Personnel (Salary & Fringe)	$0.00	$0 00	$0.00
Credit Report	$0.00	$0 00	$0.00
Space	$0.00	$0 00	$0.00
Insurance	$0.00	$0 00	$0.00
Telephone	$0.00	$0 00	$0.00
Consumables	$0.00	$0 00	$0.00
Marketing & Outreach	$0.00	$0 00	$0.00
Training	$0.00	$0 00	$0.00
IT Services & Support	$0.00	$0 00	$0.00
	$0.00	$0 00	$0.00
	$0.00	$0 00	$0.00
	$0.00	$0 00	$0.00
Total Direct Cost	$0.00	$0.00	$0.00
Total Indirect Costs (De Minimis Cost Rate 15%)	$0.00		$0 00
Total Costs	$0.00	$0.00	$0 00

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit F Drug Free Workplace Certification

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Certifications Regarding
Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code. and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - lll, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. Debarment, Suspension, And Other Responsibility Matters (Direct Recipient)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

1. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F. for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020. Notice shall include the identification number(s) of each effected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted —

(1) Taking appropriate personnel action against such an employee, up to and incising termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (1), (c), (d), (e), and (f).

B. The applicant may insert in the space provided below the sites) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Drug-Free Workplace (Grantees who are Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, subpart F, for grantees as defined at 28 CFR Part 67; Sections 67 615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020.

As the duly authorized representative of the applications,
I hereby certify that the applicant will comply with the above certifications.

1. **Grantee Name and Address** Lydias House in Southeast 4101 Martin Luther king Jr. Ave, SW, Washington, DC 20032

2025-07 Housing Services — 52-1706529

2. **Application Number and/or Project Name** — 3. **Grantee IRS/Vendor Number**

Cliff Beckford Executive Director

4. **Typed Name and Title of Authorized Representative**

Cliff Beckford — 03/13/2025

5. **Signature** — 6. **Date**

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit G Service Area Eligibility

This grantee provides services to residents of all DC Wards and will focus on the neighborhoods in these corridors where DHCD has invested resources for housing development.

- 16th St NW Corridor near the intersection with Havard St NW (Columbia Heights) in Ward 1
- Georgia Ave and New Hampshire Ave NW Corridor (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- Rhode Island Ave and South Dakota Ave NE Corridor (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 5
- M and South Capitol Streets SW Corridor (Greenleaf/Waterfront) in Ward 6
- Benning Road and Florida Ave NE Corridor (NoMa/Ivy City/Trinidad) Ward 6
- Minnesota Ave and Benning Rd NE Corridor (Benning, Greenway) in Ward 7
- Pennsylvania Ave and Minnesota Aves SE Corridor (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- East Capitol and Benning Rd Corridor (Capital View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- Marion Barry Ave and Martin Luther King Aves SE Corridor (Historic Anacostia, Fairlawn Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- Marion Berry Ave and Alabama Aves Corridor (Skyland, Woodland, Garfield Heights) in Ward 8
- Martin Luther King Ave and Alabama Ave Corridor (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- South Capital St and Chesapeake Aves SE Corridor (Bellevue, Washington Highlands) in Ward 8

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit H Insurance Requirements

DHCD-BILL WINSTON-GRANT FOR VARIOUS COMMUNITY-BASED ORGANIZATIONS HOUSING COUNSELING AND SERVICES AF07082024

INSURANCE

A. GENERAL REQUIREMENTS. The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this grant, the types of insurance specified below. The Grantee shall submit a Certificate of Insurance to the Grant Administrator (GA) giving evidence of the required coverage prior to commencing performance under this grant. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the GA.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Grantee and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this grant, with the understanding that any affirmative obligation imposed upon the insured Grantee or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its subcontractors, and not the additional insured. The additional insured status under the Grantee's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the GA in writing. All of the Grantee's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Grantee or its subcontractors, or anyone for whom the Grantee or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the GA with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the GA in writing), covering liability for all ongoing and completed operations of the Grantee and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an

Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or it's equivalent) to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the GA in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee in connection with work under this agreement, with a minimum combined single limit of $1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Grantee shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Defense costs shall be in addition to and not erode the limits of liability
e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or it's equivalent)

3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

   Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   The Workers Compensation and Employers Liability shall be further endorsed to:
   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the GA of commercial umbrella or excess liability insurance with minimum limits of $5,000,000 per occurrence and $5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS
Any and all subcontractors engaged by Grantee for work under this agreement shall be required to have the same insured required of Grantee. Should the Grantee wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Grantee shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Grantee. In either instance, the Grantee must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

E. DURATION. The Grantee shall carry all required insurance until all grant work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this grant and two years for non-construction related grants.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the Grantee's liability under this grant.

G. CONTRACTOR'S PROPERTY. Grantee and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.

H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the grant price.

I. NOTIFICATION. The Grantee shall ensure that all policies provide that the GA shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Grantee no long complying with the above requirements. The Grantee shall provide the GA with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the GA with an updated Certificate of Insurance should its insurance coverages renew during the grant. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Grantee at least 30 days' notice of the change. Grantee must comply, at your expense, and deliver to the GA evidence of compliance before the change becomes effective.

J. CERTIFICATES OF INSURANCE. The Grantee must send to GA, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Grantee must also provide us with evidence of renewal before the expiration date of each insurance policy. Grantee is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . Certificates of insurance must reference the corresponding grant number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:
William Winston, Grant Administrator (DHCD)
1909 Martin Luther King Jr Av SE, Washington DC 20020
771-208-9628
Bill.winston@dc.gov

The GA may request and the Grantee shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Grantee expires prior to completion of the grant, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the GA prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the GA on an annual basis as the coverage is renewed (or replaced).

K. DISCLOSURE OF INFORMATION. The Grantee agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Grantee, its agents, employees, servants or subcontractors in the performance of this grant.

L. CARRIER RATINGS. All Grantee's and its subcontractors' insurance required in connection with this grant shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.

M. WARRANTIES. When applicable, the Grantee should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). GA should collect, review for accuracy, and maintain all warranties for goods and services.

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit I **Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures**

Mayor's Order 2023-131

GOVERNMENT OF THE DISTRICT OF COLUMBIA
ADMINISTRATIVE ISSUANCE SYSTEM

Mayor's Order 2023-131
October 31, 2023
SUBJECT: Updated District Government Sexual Harassment Policy, Guidance, and Procedures

ORIGINATING AGENCY: Office of the Mayor

By virtue of the authority vested in me as Mayor of the District of Columbia by sections 422(2), (3), and (11) of the District of Columbia Home Rule Act of 1973, 87 Stat. 790; Pub. L No. 93-198, D.C. Official Code §§ 1-204.22(2), (3), and (11), it is hereby **ORDERED** that:

I. PURPOSES AND BACKGROUND

This Order incorporates provisions of, updates, and supersedes Mayor's Order 2017-313, dated December 18, 2017, regarding sexual harassment in District of Columbia ("District") Government workplaces.

In addition to providing procedural updates to the District's sexual harassment policy, this Order establishes and directs the Sexual Harassment Task Force to further examine the District's sexual harassment policies and provide recommendations to further the goal of a harassment-free workplace; establishes obligations of District Government employees; adds Mayor's direct reports to those required to be referred for outside investigation of sexual harassment; and bans all sexual and romantic relationships between supervisors and the employees in their chain of command.

This Order reaffirms that the District Government does not tolerate any form of inappropriate workplace conduct including sexual harassment, nor does it tolerate sexual harassment in non-employment interactions between District Government employees and the public. Sexual harassment is recognized as one of the most unjust, demeaning, and demoralizing examples of workplace misconduct.

This Order also requires that employees be trained on sexual harassment every year and provides additional specificity as to the qualifications and role of Sexual Harassment Officers.

Further, this Order directs agency compliance with the Sexual Harassment Data Collection and Reporting Act of 2022, D.C. Law 24-171, D.C. Official Code § 1-546.01, and clarifies, consistent with the Human Rights Enhancement Amendment Act of 2022, D.C. Law 24-172, D.C. Official Code § 2-1402.11(c-2), the definition of sexual harassment.

II. INDIVIDUALS AND ENTITIES COVERED

A. Prohibitions and Protections

1. This Order is intended broadly to prohibit sexual harassment in all interactions with District Government employees and officials and persons acting on behalf of the District Government, and to facilitate speedy investigation and non-monetary remedial action including warnings to stop offensive behavior, additional training, reassignments, and personnel and contract actions.

2. The District of Columbia prohibits workplace sexual harassment by all District Government employees and officials. The prohibition applies to harassment of other employees and officials and to harassment of third parties

and members of the public interacting with the District Government, such as vendors, contractors, grantees, customers, clients, and other persons visiting or working at District Government worksites or service sites inside and outside District Government agencies.

3. Likewise, contractors and grantees carrying out work on behalf of the District Government shall not sexually harass colleagues who carry out work on behalf of the District Government; District Government employees; or customers, clients, or beneficiaries of the services the contractors and grantees provide on behalf of the District Government; and those clients, customers, beneficiaries, employees, and colleagues may file complaints that trigger sexual harassment investigations and possibly remedies. Remedies may include requiring the contractor or grantee to use alternate personnel to provide services, and other remedies available under the contract or grant agreements up to and including contract or grant termination or non-renewal of the grant or contract.

4. In addition, sexual harassment by District Government clients, customers, or visitors against District Government employees, contractors, or grantees, or other clients, customers, or visitors, at District Government worksites or service sites, is prohibited and complaints made against District Government employees who sexually harass contractors, grantees, agency clients, customers or visitors, upon investigation, may result in discipline of the employee and accommodations of the contractor, grantee, customer or visitor, such as having another government official assigned to the matter.

5. In the course of their duties as members of District of Columbia boards and commissions, board and commission members are bound by the prohibitions, procedures, and deadlines set forth in this Order.

6. Not every procedure set forth in this Order applies to persons not working for the District Government.

B. Scope

1. Laws prohibiting sexual harassment apply throughout the District Government. The agencies listed below should either use the training, procedures, information, and processes provided in this Order, or their own, similar ones. To the extent District law requires centralized reporting, the reporting requirements in this Order apply to all agencies.

2. Those agencies include the Office of the Attorney General, the Office of the Chief Financial Officer, the Board of Elections, the Zoning Commission, the Public Service Commission, the Commission on Arts and Humanities, the Washington Convention and Sports Authority (Events DC), the Board of Education, the University of the District of Columbia, the DC Public Library, the DC State Athletics Commission, the Public Charter School Board and public charter schools, the Office of the People's Counsel, the District of Columbia Water and Sewer Authority (DC Water), the Green Finance Authority, the Health Benefit Exchange Authority, the Not-for-Profit Hospital Corporation, the Contract Appeals Board, the DC Retirement Board, the Office of Employee Appeals, the DC National Guard, the Criminal Justice Coordinating Council, the Office of Police Complaints, the Corrections Information Council, and the Uniform Law Commission.

3. This Order does not apply to the Council of the District of Columbia, Advisory Neighborhood Commissions, or the DC Courts, and agencies and offices subordinate to them.

III. SEXUAL HARASSMENT

A. Through the Human Rights Enhancement Amendment Act of 2022, D.C. Law 24-172, effective September 21, 2022; D.C. Official Code § 2-1402.11(c-2), the Council has, in the employment context, expanded the definition of "harassment" and "sexual harassment" under the D.C. Human Rights Act to provide that sexual harassment includes conduct of a sexual nature, "whether direct or indirect, verbal or nonverbal, that unreasonably alters an individual's terms, conditions, or privileges of employment or has the purpose or effect of creating an intimidating, hostile, or offensive work environment."

B. In addition, sexual harassment includes "sexual advances, requests for sexual favors, or other conduct of a sexual nature where submission to the conduct is made either explicitly or implicitly a term or condition of employment or where submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual's employment." This is sometimes referred to as quid pro quo sexual harassment.

C. In determining whether sexual harassment has taken place, the D.C. Human Rights Act states that "conduct need not be severe or pervasive to constitute harassment" and that "no specific number of incidents or specific level of egregiousness is required."

D. Examples of conduct that can contribute to or constitute sexual harassment or an intimidating, hostile, or offensive work environment include:

1. Sex acts;

2. Display of sexual organs;

3. Using sexually oriented or sexually degrading language describing an individual or their body, clothing, hair, accessories, or sexual experiences;

4. Sexually offensive comments or off-color language, jokes, or innuendo that a reasonable person would consider to be of a sexual nature, or belittling or demeaning to an individual or a group's sex, sexual orientation, or gender identity;

5. "Sexting" or seeking or sending pictures of intimate body parts;

6. Taking or displaying pictures of body parts meant to be covered up (such as "upskirting" pictures);

7. Displaying or disseminating sexually suggestive objects, books, screensavers, magazines, photographs, music, cartoons, or computer internet sites or references;

8. Unnecessary and inappropriate touching or physical contact, such as intentional and repeated brushing against a colleague's body, touching or brushing a colleague's hair or clothing, massages, groping, patting, pinching, or hugging, that a reasonable person would consider to be of a sexual nature;

9. Leering, ogling, or making sexually suggestive gestures or sounds, such as whistling or kissing noises;

10. Making inquiries about someone's private sex life or describing one's own sex life;

11. Workplace sexual comments, conduct, displays and suggestions between two willing parties in the presence of another that are inconsistent with professional workplace norms;

12. Any unwanted repeated contact, including, but not limited to in-person, or telephonic, for romantic or sexual purposes;

13. Giving a preference to someone who is engaged in a dating, romantic, or sexual relationship based on the relationship to the disadvantage of someone who is not engaged in a dating, romantic, or sexual relationship; and

14. Sexual assault, stalking, trapping someone such that they are not free to leave and a sexual encounter is expected or threatened, threats of bodily harm relating to sex or the refusal to have sex, or other crimes related to acts of sexual harassment.

E. Further, the District may treat some conduct of a sexual nature as misconduct, even when it does not rise to the level of unlawful sexual harassment actionable under the D.C. Human Rights Act. As an example, an employee who tends to greet people with a hug may have been warned that the conduct was offensive to some employees and then hugs an employee whom they have not seen in many months. The conduct may not rise to the level of "unreasonably altering the individual's terms, conditions, or privileges of employment," but it could constitute misconduct since they had been warned that some employees associate hugging with unwanted sexual contact that is offensive in the work environment.

IV. DATING, ROMANTIC, AND SEXUAL RELATIONSHIPS IN THE WORKPLACE

A. Prohibitions

1. Prohibitions on certain dating, romantic, or sexual relationships in the workplace exist to prevent real or perceived impropriety, favoritism, conflicts of interest due to power dynamics, control of an employee's assignments and performance reviews, as well as to advance fairness for all other employees, contractors, grantees, and clients. Even consensual dating, romantic, or sexual relationships can generate allegations of favoritism based on sexual relationships or sexual harassment by one of the parties or a third party. Relationships, or aspects of relationships, that may be perceived as consensual by one party may be considered coerced or harassing by the other party due to power dynamics, and relationships that start consensually may evolve into sexual harassment.

2. Subject to the conditions and implementation procedures discussed in this Order, it is now the policy of the District Government that a dating, romantic, or sexual relationship between a supervisor and any employee in the chain of command they supervise – whether supervision is direct or indirect, operational or situational – is prohibited. Note that chain of command in this definition may span agencies or divisions within an agency.

3. In addition, District Government employees shall not initiate a dating, romantic, or sexual relationship with trainees, recruits, or interns, regardless of the employee's assignment in relation to the trainee, recruit, or intern if the employee is in the same agency as the trainee, recruit, or intern.

4. Further, this Order prohibits dating, romantic, and sexual relationships when they are prohibited by applicable professional or ethical standards, such as lawyer-client, doctor-patient, or social worker-client.

5. District Government employees shall not participate personally and substantially in particular matters that affect or could affect the financial interests of someone with whom they are in a dating, romantic, or sexual relationship, whether that person is an employee, grantee, contractor, or client of the agency.

B. Designation of Person or Committee to Resolve Issues Surrounding Workplace Relationships; Existing Relationships

1, By November 17, 2023, District Government agency directors shall designate their own agency human resources agency/officers, another appropriate officer, or an office or committee to receive disclosures of relationships and resolve workplace issues arising from any prohibited dating, romantic, or sexual relationship on a case-by-case basis consistent with this Order; absent such a designation, disclosures shall be made to the Director.

2. By December 8, 2023, existing relationships that fall within the prohibitions of this Order must be disclosed to the designee identified in subsection IV.B.1. of this Order, in the manner specified by their agency or on a form to be created by DCHR, whereupon the situation will be evaluated and a resolution determined.

3. Resolution may involve giving the employees a defined but reasonable time to find a new position where the relationship is not implicated by this Order; shifting reporting structures to take the relationship out of a prohibited status; or establishment of recusal structures when the employees do not work in the same agency or division but they heretofore were in situational or operational chains of command.

4. To the extent adjustments are made in work sites or shifts, reporting structures, job duties or any other factor for one or both of the persons in the relationship, agencies shall endeavor to afford such options on a voluntary basis for all concerned, particularly if an employee not involved in a prohibited relationship is affected by any proposed accommodation of the relationship.

5. If no satisfactory resolution of the prohibited relationship can be reached, the persons in a dating, romantic, or sexual relationship may request a waiver of the provisions of this Order. Waiver requests shall be submitted to the Mayor and shall be accompanied by a recommendation from the agency or agency designee. Waiver requests may include any information relevant to the determination and shall be on a form to be created by the Department of Human Resources ("DCHR").

6. Agencies may make reasonable efforts to assist with a transfer or reassignment, without prejudicing either employee (or any other employee), but it is not the responsibility of the personnel authority or the agency to restructure their agency operations or find a new position for someone in the relationship. No agency is required to grant a request or application for a transfer.

7. Agencies may promulgate regulations or policies consistent with this Order to effect its implementation and to provide consistent treatment for employees facing this situation, though each relationship may pose unique issues. Agencies may also issue rules explaining in more detail for their agencies' employees and contractors how terms such as "dating," "chain of command" and "trainee" are to be interpreted considering their agency's operations. Agencies may prohibit dating, romantic, or sexual relationships with their own clients or clients of the agency or a subset of the agency, as the agency deems appropriate to prevent factual or perceived impropriety or favoritism. For instance, an agency with both social workers and non-licensed employees providing case work to agency clients could extend the ban on dating and sexual relationships with clients to their non-licensed employees, to hold them to the same professional standards as their licensed colleagues.

8. By December 12, 2023, agencies shall report the number of disclosed relationships to the Mayor's Office of Legal Counsel ("MOLC") and the contact information of the person handling requests for accommodation, for consideration by the Sexual Harassment Taskforce.

C. Disclosure of Relationships

1. In addition to the disclosures of existing relationships required by Section IV.B., if by promotion or agency reorganization or other circumstance, two employees in a dating, romantic, or sexual relationship would fall into a prohibited relationship status, their relationship must be disclosed as soon as the possibility of falling into prohibited status is realized by either person in the relationship.

2. If there is a reasonable likelihood that someone would raise a credible charge that there was or could be preferential treatment based on a dating, romantic, or sexual relationship that is not in a chain of command, then the employees involved in the dating, romantic, or sexual relationship must also report their relationship to the person or office designated pursuant to Section IV.B. Such reporting is necessary for consideration of whether additional safeguards are necessary and whether the prohibition on relationships based on situational supervision is implicated.

D. New Relationships

Generally, if two persons in a chain of command wish to begin a dating, romantic, or sexual relationship with each other, one party to the relationship should apply for a transfer or otherwise seek employment that eliminates the supervisory relationship before the relationship begins so that no prohibited relationship commences. For example, a supervisor may be transferred to another supervisory role so that they are not in the chain of command with the other person.

E. Conduct

1. District Government employees in a dating, romantic, or sexual relationship with another District Government employee, or client/customer of their agency, or grantee or contractor of their agency, shall conduct themselves in an appropriate manner while on duty and shall not engage in behavior that detracts from a professional work environment.

2. Any sexual activity at work sites or during an employee's working hours, regardless of location, is prohibited.

F. Violations

A violation of a provision of this Order regarding dating, romantic, or sexual relationships may not constitute sexual harassment as defined above, but an employee who engages in a prohibited relationship under Section IV.A. of this

Order or fails to disclose a relationship that is required to be disclosed shall be subject to appropriate personnel action, up to and including termination.

G. Legal Representation

If legal action is commenced against the District of Columbia and/or a supervisor who engaged in a dating, romantic, or sexual relationship with an employee, or a person engaged in a potentially-conflictual relationship, the existence of the sexual or romantic relationship will be a factor in the District of Columbia's decision to provide legal representation to the supervisor or the employee(s) engaged in a relationship.

V. PROCEDURES FOR STOPPING SEXUAL HARASSMENT; REPORTING AND INVESTIGATING SEXUAL HARASSMENT CLAIMS

A. Employee Obligations

1. District Government employees are bound by the principles set forth in the Code of Conduct at 6B DCMR §§ 1800.2–1800.4 and are expected to act at all times in a manner reflecting their roles as public servants. Depending on an employee's role in the District Government, the obligations regarding the prevention of sexual harassment may differ. "Employees" for the purpose of this Order include contractors engaged by the District Government performing work on behalf of the District similar to that as its employees, such as at District worksites.

2. All employees are obligated to:

a. Refrain from engaging in behavior that constitutes sexually harassing conduct;

b. Refrain from initiating or conducting a prohibited dating, romantic, or sexual relationship as described in Section IV.A. of this Order;

c. Disclose their own dating, romantic, or sexual relationships with other employees if required in Section IV.D. of this Order;

d. Affirm their agreement to comply with this Order;

e. Complete annual sexual harassment training;

f. Cooperate fully in any inquiry or investigation into an alleged violation of this Order; and

g. Refrain from any behavior that may call into question the impartial and harassment-free provision of services to constituents, agency clients or customers, contractors, or grantees.

3. Supervisors should take particular care to avoid conduct that could lead to allegations of sexual harassment, considering time, place, and situations of interactions with employees.

B. Employee Communication

1. To avail themselves of the procedures and protections of this Order, when a District Government employee finds conduct unwelcome, intimidating, or offensive, they may: (a) tell the person who is engaging in offensive or inappropriate sexual conduct to stop and that such conduct is unwelcome; or (b) ask the employee's supervisor, General Counsel, or Sexual Harassment Officer to advise the person that the conduct is offensive and unwelcome; or (c) proceed immediately to file a complaint of sexual harassment under this Order.

2. Employees and others engaged in intervention are encouraged to document all intervention efforts or requests to cease reported inappropriate sexual conduct, including conversations, texts, or email exchanges.

C. Reporting Allegations of Inappropriate Conduct of a Sexual Nature or Sexual Harassment

1. All District Government employees are encouraged to help ensure that District Government workplaces are free of sexual harassment. Employees who know of incidents of inappropriate conduct of a sexual nature, as well as behavior that may create an intimidating, hostile, or offensive work environment, or who are victims of inappropriate conduct of a sexual nature, should report the inappropriate conduct.

2. Employees may report to the Sexual Harassment Officer ("SHO") of their agency or any other agency, or the supervisor or manager of the employee engaging in inappropriate conduct, to their own supervisor, or to the agency General Counsel. Contractors, grantees, and customers of agencies may report allegations of inappropriate conduct of a sexual nature to the SHO of the relevant agency or any other agency, the relevant agency's General Counsel, the supervisor of the employee who engaged in the alleged inappropriate conduct, or their grant or contract administrator.

3. Allegations of sexual harassment against the Mayor, City Administrator, Mayor's Chief of Staff, Mayor's Senior Advisor, Director of the MOLC, any Deputy Mayor, or any official who directly reports to the Mayor, shall be referred to the Inspector General to determine if the allegation is credible, in which case it shall be referred for independent investigation. Such investigations shall be carried out by an entity outside the District Government and those reports shall be provided to MOLC (or the City Administrator if the allegation is against the Director of the MOLC) and the Inspector General.

D. Agency Responsibilities

1. Sexual Harassment Officers ("SHOs") and Investigations

a. Each Deputy Mayor's Office and each agency shall designate a primary SHO and an alternate SHO and shall update the designations, as needed, on an ongoing basis. Each agency shall provide the names of its SHOs to DCHR, and DCHR shall maintain a current District-wide list of agency SHOs. Further, pursuant to D.C. Official Code § 1-546.01(2), SHOs shall be registered with the Office of Human Rights ("OHR").

b. SHOs shall be trained and qualified to serve. To be qualified to serve as a SHO, individuals must have taken and continue to take annual training provided by DCHR and OHR. SHOs may but are not required to be an agency's Equal Employment Opportunity ("EEO") officer, or human resources manager; they must be competent in EEO laws and be designated by the agency to accept sexual harassment complaints and to review and investigate claims. SHOs need not be attorneys.

c. The primary and alternate SHOs for a smaller agency may be employees of another agency (i.e., the SHO of a larger agency may serve as the SHO for a smaller agency). An agency of any size may also obtain assistance from another agency's SHO in handling a particular investigation, including having another agency's SHO carry out an investigation, where there is a possibility of the appearance of a conflict of interest, or for administrative convenience. For the purposes of this Order, a smaller agency availing itself of this option will still be referred to as the "agency."

d. A person seeking to report a violation of this Order may file with any agency SHO, not solely the SHO at their agency or the agency at which the alleged sexual harassment occurred. Persons filing complaints, however, are not entitled to have the investigation conducted by the person of their choosing.

e. If a complaint is reported to someone other than the SHO, the person receiving the complaint must notify the agency SHO, unless giving notice would raise conflict of interest concerns, in which case the person must notify the agency General Counsel.

f. Unless the complaint is against the agency General Counsel, the SHO shall immediately notify the agency's General Counsel of the complaint, and the General Counsel shall thereafter notify the Mayor's Office of Legal Counsel ("MOLC"). The SHO may consult with the agency's General Counsel, or the General Counsel's designee, for legal guidance on conducting the investigation and shall notify the General Counsel of any issue that may require higher-level support. If the complaint is against the General Counsel, the SHO shall notify the MOLC directly.

g. SHOs should review DCHR's SHO training materials before initiating an investigation. DCHR has training materials on duties to inform the bargaining unit, the right to union representation during investigatory questioning, assessing credibility, unconscious bias, conducting interviews, gathering evidence, protecting confidentiality, preservation of evidence, when to stop an investigation and refer a matter for criminal investigation and more.

h. The primary function of a SHO is to accept complaints alleging violations of this Order and to gather, investigate and review the factual basis of the claim(s). SHOs may corroborate or refute factual allegations; SHOs may provide impressions and evidence regarding the credibility of witnesses. They weigh such evidence and may take into account their impressions of the credibility of witnesses. Ultimately, SHOs make and submit to the appropriate agency Director recommended determinations of whether the allegations are substantiated or are not substantiated. They are not to make legal conclusions about whether sexual harassment occurred.

i. Investigations of allegations of inappropriate conduct of a sexual nature shall be conducted, and the associated investigation report completed, as soon as practicable, within sixty (60) days after the filing of the report of the alleged sexual harassment, absent unusual circumstances.

j. The investigative report shall include a description of the allegations, a description of the SHO's investigation, a description of the evidence adduced by the SHO, and the SHO's recommended determination as to whether the allegations were substantiated. The SHO shall transmit the report to the Director or agency Director's designee and General Counsel of the agency where the alleged harasser is employed.

2. Interim Remedial Actions

a. Pending the completion of the SHO investigation and report, the issuance of the agency report, and the imposition of any disciplinary action, and to protect the rights of the alleged victim as well as the alleged harasser, the agency may take temporary personnel actions that do not result in any adverse employment action to either party.

b. When an agency becomes aware of an allegation of misconduct of a sexual nature, the agency shall notify the alleged harasser of the reported behavior and may demand that the alleged behavior cease immediately and not be repeated.

c. The agency shall take such other remedial steps as it deems appropriate to mitigate the possibility of the alleged harassing conduct continuing.

d. Interim remedial actions are administrative rather than disciplinary and may include, but are not limited to, transfers, reassignment of duty station, changed shifts, duties or reporting requirements, mandatory administrative leave with pay, or other appropriate measures that do not result in reduction of pay, demotion in title or responsibility, or other loss of employee benefits. In general, the agency should avoid moving the alleged victim or changing the alleged victim's shift, or taking similar action affecting the alleged victim, unless the alleged victim requests the action; if the agency takes such an action absent a request from the alleged victim, the agency should make clear to the alleged victim that the action is being taken in pursuit of an effective and prompt stop to any alleged harassment, and not in retaliation for reporting the alleged harassment.

e. Personnel authorities are encouraged to find alternative, reasonably comparable placement during the pendency of an investigation for the accuser or accused in lieu of administrative leave with pay, where possible and if consistent with any collective bargaining agreements.

3. Post-SHO Investigation Agency Actions

a. The agency Director or agency Director's designee may reject a SHO report and return it to the SHO for further investigation, information, documentation, or analysis if the agency Director or designee

considers the report to be incomplete, inadequate, or otherwise unacceptable.

b. If the report is not rejected, the agency Director, or the agency Director's designee, within fourteen (14) days of receiving the SHO's report, shall issue an agency report that accepts, modifies, or rejects the SHO's findings and substantiation recommendations, describes the rationale for any such modifications or rejections, and makes conclusions as to whether the substantiated allegations constitute a violation of this Order. The SHO report shall be included as an attachment to the agency Director or designee's report. The agency Director or designee shall consult with the agency's General Counsel during the preparation of the report regarding relevant legal standards or other legal issues.

c. If the report determines that a violation of this Order has occurred, the report shall be submitted to the agency's human resource officer for appropriate disciplinary action, up to and including termination. The agency shall require that any employee found to have violated this Order whose employment is not terminated must attend mandatory sexual harassment training within sixty (60) days after the issuance of the agency report.

d. The agency must provide the employee and the alleged harasser with a summary written notification of its findings and conclusions (final agency decision) after the sixty (60) day period and shall convey the same to MOLC within five (5) days after it is issued. The notice shall include a description of each allegation and the agency's determination as to whether the allegations were substantiated or were unsubstantiated. Such notice shall not include summaries of witness interviews, credibility determinations, or legal analysis; the notice is a simple recitation of the allegations and the determination as to whether the allegations were substantiated or were unsubstantiated.

e. Any conclusion in the SHO or Director's report that a violation of this Order occurred does not constitute a final legal conclusion that sexual harassment under the D.C. Human Rights Act or federal law occurred. Conversely, a finding that was not substantiated is not a legal conclusion that no violation of the D.C. Human Rights Act or federal law occurred.

f. Consistent with norms regarding the privacy of personnel actions, the complaining party shall not be informed of any disciplinary actions against the alleged harasser.

g. Regardless of whether a complaint has been substantiated, relevant staff, including the General Counsel, are authorized to work together to advise the Director or deciding official as to whether to recommend or implement personnel actions or management procedures to reduce the possibility of reoccurrence of any inappropriate behavior or behavior that poses risks for the District. Any meetings among the General Counsel, human resources staff, and agency management shall endeavor to preserve the confidentiality of the complaint generating the meeting or consultation to the greatest extent possible.

4. Communicating the Order: Orientation, Pledges, Training, and Notifications

a. The personnel authority shall circulate this Order to all new hires during their orientation, shall give each new hire time to read a summary of the Order during orientation, and shall obtain a signed verification that the new employee has read the summary and pledges not to engage in sexual harassment or any other conduct that violates the rules prohibiting sexually harassing behavior, certain dating, romantic, or sexual relationships, and requiring disclosure of certain relationships. Agencies with supplemental orders relating to sexual harassment shall provide those orders, too, to onboarding employees.

b. When individual contractors are working inside an agency in a manner akin to a District Government employee, the agency or the supervising contractor shall obtain signatures from individuals during onboarding orientations affirming their agreement to abide by this Order.

c. New employees shall take a course on sexual harassment as part of the on-boarding process and in no event more than fourteen (14) days after being on-boarded. Agencies shall by December 11, 2023

circulate this Order to all current employees.

d. Agencies shall follow up to provide delivery to difficult-to-reach employees, including employees on leave and work-related travel. Agencies are responsible for confirming that each employee has received this Order by email, verification through Peoplesoft, or return of a signed copy.

e. By December 11, 2023, each agency shall email the names of the agency's primary and alternate SHOs to all its employees and shall send reminders or updates of who the agency's SHOs are at least annually to agency employees.

f. Each agency shall prominently post notices in conspicuous locations accessible and used by a substantial number of agency employees, identifying the agency SHO and Alternate SHO, how to report sexual harassment, and that sexual harassment investigations are to be kept confidential to the greatest possible extent consistent with their investigation and resolution. Agencies shall post the notices no later than thirty (30) days after receipt of the template notice from the Office of Human Rights required by Section V.K. of this Order.

g. Agencies shall take a digital photograph of each posting and transmit it to the SHO program coordinator at DCHR with a description of the location at the time of each posting.

h. Individuals and entities entering into contract or grant agreements with the District Government must affirm that they will abide by the D.C. Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR § 1100 et seq.

i. District agencies drafting contracts and grants shall require such affirmations as part of the contract or grant agreement.

E. Employee Responsibility to Participate in Agency Investigations

1. District Government employees are required to cooperate fully in a SHO or independent investigation of a workplace sexual harassment complaint.

2. If an employee who alleges sexual harassment or is believed to have been the victim of sexual harassment declines to assist and/or participate in the investigation of the allegation, or requests the agency not conduct an investigation, the agency may on its own initiative investigate or refer the matter for investigation.

3. Employees who were not themselves victimized, who, after a direct request by the SHO or other investigator, decline to participate in a sexual harassment investigation, may be subject to disciplinary action.

4. Any consideration of whether to recommend disciplinary action for failure to cooperate in an investigation on the part of an alleged victim requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

F. Discipline for Making False Statements or Representations

1. Making materially false statements, and misrepresentation, falsification or concealment of material facts or records in an investigation of allegations of sexual harassment is conduct warranting disciplinary action, up to and including termination.

2. Consideration of whether to recommend disciplinary action against an employee who is also the alleged victim of sexual harassment requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

G. Discipline after a Finding of Sexual Misconduct or Harassment

The agency shall recommend appropriate disciplinary action, such as described in Section 1607.2(k) of the District Personnel Manual, 6B DCMR § 1607.2(k), up to and including termination of any employee found to have engaged

in sexual misconduct or sexual harassment as defined in Section III of this Order.

H. Rights of the Alleged Harasser

Persons accused of sexual harassment deserve the full protections afforded to them under the law in administrative matters, including, but not limited to, the right to respond to allegations of sexual harassment; to counsel and representation, including a union representative or other representative of their choosing, and including the presumption of innocence, unless and until there is a finding of harassment after an investigation by the agency or where appropriate, OHR. The right to counsel does not include the right to have counsel paid for by the government.

I. DCHR Responsibilities

1. DCHR shall quarterly reach out to all designated primary and alternate SHOs to confirm that they continue to serve in those roles. If DCHR is unable to reach a designated SHO or to confirm that the individual still serves as the agency's primary or alternate SHO, DCHR shall work with the agency to identify a new primary or alternate SHO for the agency. DCHR shall post a list of agency SHOs on its website and update it as necessary.

2. DCHR shall develop reporting forms for disclosure of dating, romantic, and sexual relationships and for applications for waivers of the prohibition on relationships in the chain of command.

3. DCHR shall work with agencies to verify that all employees have completed the annual training on sexual harassment required by Section V.A.1.e. of this Order.

4. DCHR, working with the Office of the Chief Technology Officer, shall create a means through Peoplesoft for employees to acknowledge their receipt of the Order and agreement to comply with its provisions.

5. DCHR, in consultation with OHR, shall review, update, and provide training materials for agency SHOs, including training on investigative techniques.

6. DCHR shall establish qualification standards for SHOs and verify each SHO's qualification to serve as a SHO.

7. DCHR, in consultation with OHR and the Sexual Harassment Task Force, shall create and disseminate training and collateral materials on this Order, the sexual harassment provisions of the D.C. Human Rights Act, and other sexual harassment law and policy, to all agencies under the direct authority of the Mayor and to such independent agencies as may request access to DCHR materials. The training and collateral materials should be tailored to employees in various roles, such as senior officials, managers, attorneys, human resources personnel, and new or existing employees, and should take into account that many District Government employees work primarily in the community and may not have regular access to computer-based training modules.

J. Office of Human Rights (OHR)

1. OHR shall develop training for EEO officers on the standards of the D.C. Human Rights Act, including the changes made by the Human Rights Enhancement Amendment Act of 2022.

2. OHR shall provide consultative services to DCHR and the Sexual Harassment Task Force in creating and disseminating training and collateral materials on this Order, the sexual harassment provisions of the D.C. Human Rights Act, and other sexual harassment law and policy, to all agencies.

3. OHR shall provide a template notice to agencies for agencies to post where the agencies can fill in the name of their SHO and alternate SHO and providing basic information on the prohibition against sexual harassment, how to report, and confidentiality, pursuant to Section V.E.4.d. of this Order.

VI. PROHIBITION AGAINST RETALIATION

A. Retaliation Prohibited

Retaliating against a District Government employee for reporting or filing a claim of sexual harassment, assisting another person in reporting or asserting a claim of sexual harassment, opposing sexual harassment, acting as a witness in a sexual harassment investigation, refusing to follow orders that would result in sexual harassment, intervening to protect others from sexual harassment or advances, or challenging an allegation of sexual harassment, is strictly prohibited. Employees shall not be penalized as a result of their assertion of their rights under the D.C. Human Rights Act or providing truthful information in connection with an investigation (whether on behalf of a complainant or a respondent). Retaliatory behavior may include, but is not limited to, unwarranted reprimands, unfairly downgrading personnel evaluations, transfers to less desirable positions, verbal, or physical abuse, and altered and more inconvenient work schedules. Employees found to have engaged in retaliatory behavior shall be recommended for appropriate disciplinary action, up to and including termination.

B. Process for Alleging Retaliation

Claims of retaliation are generally beyond the scope of the investigatory authority of agency SHOs because SHOs may not be trained in assessing the legality or validity of managerial decisions such as evaluations and assignments and investigations into retaliation would be difficult to conduct in the rapid timeframe set forth in this Order. Employees who believe they have been retaliated against must file a complaint with an EEO Counselor within one hundred and eighty (180) days of the alleged retaliation and subsequently file a complaint with OHR within fifteen (15) days of receipt of the Exit Letter if the employee is not satisfied with the outcome of EEO counseling.

VII. LIMITS

Lodging a complaint regarding sexual harassment does not shield an employee from all discipline or discharge. Agencies may discipline or separate a complainant if the agency is motivated by non-retaliatory and non-discriminatory reasons that would otherwise result in such discipline or separation.

VIII. CONFIDENTIALITY

A. Protecting confidentiality is critical to encouraging victims of sexual harassment to come forth and share their stories. It encourages witness cooperation and protects the reputations of those involved. For those reasons, SHO investigations should be kept confidential.

B. Confidentiality is not absolute. SHOs must disclose information to the alleged harasser for the alleged harasser to have a full and fair opportunity to respond. SHOs may have to disclose information to witnesses to gather more information from them. SHOs must keep agency General Counsels updated for reporting purposes and for investigation support purposes. SHOs also may have to disclose criminal conduct or threats to law enforcement. SHOs should not make pledges of total confidentiality.

C. Investigative reports are confidential, highly private, and deliberative and shall not be released without a court order. Neither the complainant nor the alleged harasser shall be provided with a copy of the investigative report.

D. SHOs, the agency, and MOLC shall take all reasonable steps to ensure that no information contained in the complaint file is disseminated except in furtherance of the investigation; for entry into E-risk or another risk management system; to assist in resolution of the allegations; as necessary for execution of any consequences stemming from the investigation; when lawfully released; or when required by court order.

IX. TIMELY FILING AND STATUTE OF LIMITATIONS

Complaints of sexual harassment shall be reported as promptly as possible. Agencies should investigate alleged acts of sexual harassment beyond the legal statute of limitations, or deadlines otherwise provided by regulation or collective bargaining agreement, taking into consideration the sensitive nature of the alleged offense, the pressure the complainant may have felt not to report the conduct, when the victim became aware of behavior that was not immediately apparent, or a pattern of harassing behavior that developed over time. Some remedies or sanctions may be unavailable due to delays in filing, but even delayed investigations may yield information to the agency in its ongoing efforts to prevent and remediate sexual harassment or may add to the credibility of similar, future allegations should a pattern emerge of allegations against a particular person or practice.

X. RECORDS

A. Agencies shall maintain records of complaints and investigations conducted for three (3) years from the date of the complaint.

B. For each fiscal year, each agency shall track how many complaints of sexual harassment were made by the agency's employees; were made about its agency employees by customers/clients of the agency; grantees or contractors of the agency, and how many complaints were made of sexual harassment of the agency's employees by customers/clients, grantees or contractors, or members of the public during the agency's duties.

C. In addition to the number of complaints, agencies shall track how many matters were investigated; were resolved by mediation; were substantiated; were deemed unsubstantiated; resulted in administrative or disciplinary action against one or more individuals determined to have violated this Order or sexually harassed the complainant; have resulted in legal action; have resulted in a settlement (including the amount of any financial settlement); and how many are pending. Pursuant to the Sexual Harassment Data Collection Act, annual fiscal year data required to be produced under D.C. Official Code § 1-546.02 shall be transmitted to the Office of Human Rights on or before October 15 of each year.

D. Centralized reporting, however, should be ongoing, and agencies are directed to submit such interim, monthly, or quarterly reports as may be requested by DCHR, the MOLC, OHR, or the Sexual Harassment Task Force, and to enter incidents into E-Risk as directed.

E. Any warnings to an employee(s) to halt a particular type of behavior – whether generally or as to a particular employee(s) – shall be recorded and transmitted to the agency's human resource office and to the Mayor's Office of Legal Counsel. In the context of addressing complaints of sexual harassment, any other interventions made for an employee, customer/client, grantee or contractor shall also be recorded, whether or not they arose from an informal counseling session, a complaint of sexual harassment, a complaint regarding behavior in a dating, romantic, or sexual relationship, anonymous report, or any other means.

XI. CONCURRENT REMEDIES AND JURISDICTION

A. Non-Exclusivity of Remedies

This policy is intended to supplement or be an alternative to other processes that allow persons to complain of sexual harassment. The procedures established by this Order are separate and distinct from other options persons with grievances relating to sexual harassment may have, through the Office of Human Rights, the Equal Employment Opportunity Commission, any grievance procedure available under their collective bargaining agreement, ethics complaint and investigation processes administered by the Board of Ethics and Government Accountability, or any other statutory or regulatory complaint process. Filing a complaint under this Order does not stay or delay any filing deadlines in any other forum.

B. Filing a Formal Complaint with the Office of Human Rights

In addition to pursuing action within the agency, an alleged victim of sexual harassment, or a person acting on the victim's behalf with or without the victim's consent, may report a sexual harassment claim within one year of the alleged harassment or its discovery to OHR using its Intake Questionnaire Form. EEO counseling is not required prior to the filing of a complaint with OHR.

C. Filing a Complaint with the Equal Employment Opportunity Commission

Some complaints may fall within the jurisdiction of the federal Equal Employment Opportunity Commission.

D. Relationship and Remedies under Negotiated Grievance Claims

Filing a report or complaint under this policy does not satisfy the requirements for filing a negotiated grievance and obtaining remedies under a collective bargaining agreement, nor does the complaint under this Order delay the

time limits for initiating such a procedure. To pursue a negotiated grievance claim, the employee should file a grievance in accordance with the provisions of the applicable collective bargaining agreement.

E. Criminal Remedies and Referrals

1. Where there is an allegation of criminal misconduct, including for example, sexual assault, kidnapping, stalking, or a threat to do bodily harm, the agency may, after consulting its General Counsel, place the victim and/or the alleged harasser on administrative leave with pay pending final administrative resolution of the complaint or any criminal proceeding.

2. The complainant at his or her choice may report the alleged criminal violation to a law enforcement agency, including the Metropolitan Police Department ("MPD"). Where a criminal violation occurred, the agency shall recommend discipline of the perpetrator up to, and including, termination.

3. While it is generally the alleged victim's decision to report sexual harassment offenses for possible criminal prosecution, if during an investigation the agency uncovers evidence of ongoing crimes (such as sexual extortion of beneficiaries of government services) or criminal activity collateral to or extending beyond the reported allegations of sexual harassment, such as gun-related offenses, the agency shall notify law enforcement.

F. Crime Victim Hotline

The agency shall also remind complainants of sexual assault or other possible crimes of the existence of the DC Victim Hotline. The hotline, 1-844-443-5732, is available 24/7 by telephone, text, or online chat to seamlessly connect victims of crime to free resources to help them navigate the physical, financial, legal, and emotional repercussions of crime. Through the hotline, victims may be matched with an advocate who can help them decide whether to pursue a matter through the criminal justice process.

G. Courts of Law

This Mayor's Order is directed towards preventing and remedying sexual harassment in District Government operations and it does not preclude complainants from obtaining counsel and pursuing any remedies they may have in courts of law. The options discussed in this Order do not constitute legal advice; deadlines for filing, procedures, and substantive offenses or remedies may change over time.

XII. APPLICABILITY OF PERSONNEL RULES

Any proposed personnel action instituted under this Order is subject to the regulations set forth in the District of Columbia Personnel Manual at Title 6B of the District of Columbia Municipal Regulations.

XIII. SEXUAL HARASSMENT TASK FORCE

A. There is hereby established the Sexual Harassment Task Force as an internal task force comprised of representatives of the Office of Human Rights, the Mayor's Office of General Counsel, the Department of Human Resources, the Assistant City Administrator, and the Mayor's Office of Legal Counsel, as designated by the head of each office, and such other individuals as these members may invite to serve as additional members of the task force. The task force shall meet from time to time to develop and advise on trainings, make recommendations about needed policies, review draft regulations, and otherwise take action or recommend measures to fulfill the intent of this Order: including to reduce the incidence of sexual harassment, train employees on what to do when faced with inappropriate workplace conduct, including harassment, and provide additional, effective procedures for addressing inappropriate conduct of a sexual nature. The task force may invite experts and other individuals to participate in the meetings and deliberations of the task force.

B. The Sexual Harassment Task Force shall, no later than May 1, 2024, make recommendations in the following areas and shall provide such recommendations to the appropriate agencies with authority to carry out the

recommendations or make final decisions regarding them. The recommendations need not be in the form of a report and may remain deliberative discussion items until finalized and accepted:

1. Communications to District Government employees about the District's sexual harassment policies;

2. Updates to required trainings for SHOs and agency General Counsels;

3. Recommendations for building a workplace free from sexual harassment;

4. Any recommended adjustments to prohibitions and disclosures regarding dating, romantic, and sexual relationships; and

5. The performance and progress by the agencies named in this Order in completing the responsibilities assigned to them.

XIV. SUPERSESSION

This Order supersedes Mayor's Order 2017-313 and any other provision of a previous Mayor's Order or practice pursuant to that Mayor's Order, to the extent of any inconsistency.

XV. EFFECTIVE DATE: This Order shall become effective November 10, 2023.

_____

MURIEL BOWSER

MAYOR

ATTEST: _____

KIMBERLY A. BASSETT

SECRETARY OF STATE OF THE DISTRICT OF COLUMBIA

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director		10/15/25
2. Chris Earley, Deputy Director	CEE	10/16/25
3. Julia Wiley, General Counsel	JW	10/9/25
4. Bill Winston, Associate Director of Community Services	WW	10/2/25
5. Granville M. Woodson, Program Analyst	GMW	9/30/2025
6.		

SUBJECT: Lydia House Grant Agreement (Housing Counseling)

Director's Comments:

Action

APPROVAL	CIRCULATE	CORRECTION	FILE	FYI	INVITATION	MEETING	SIGNATURE
☒	☐	☐	☐	☐	☐	☐	☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Lydia's House $400,000.00 Grant #2025-07

Originating Office

FROM: G. Woodson	TELEPHONE NUMBER:
DATE: 9/30/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE:

OFFICE OF THE DIRECTOR
OCT 16 '25 AM10:29

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

10/2/25 #138

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

OCT 16 2025

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Granville M. Woodson
Program Analyst

Date: September 30, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division request execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Lydia's House**
ACTIVITIES FUNDED:	**Housing Counseling**
GRANT AMOUNT:	**$400,000.00**
ATTACHMENTS:	**FY25 Executed Grant Agreement #2025-07** **FY26 Modification Agreement #2025-07** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-07
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

MODIFICATION OF GRANT AGREEMENT
BY AND BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
AND
LYDIA'S HOUSE IN SOUTHEAST

This Modification of Grant Agreement (the **"Modification"**) is entered into as of the 16 day of October 2025, (**"Effective Date"**), by and between the **District of Columbia**, a municipal corporation (hereinafter sometimes referred to as the **"District"**), acting by and through the District of Columbia Department of Housing and Community Development (hereinafter referred to as the **"Grantor"** or **"DHCD"**), and **Lydia's House in Southeast** [Entity Identifier HA5MFJL1PBF6], a non-profit corporation organized and existing under the laws of the District of Columbia, (hereinafter sometimes referred to as the **"Grantee"**) with its principal place of business at 4101 Martin Luther King Jr. Ave SE, Washington, DC 20032. The Grantor and Grantee shall be together referred to as the "Parties."

RECITALS:

1. DHCD, with offices at 1909 Martin Luther King, Jr. Avenue, SE, Washington, DC, 20020, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program pursuant to the District of Columbia Community Development Act of 1975 (D.C. Official Code § 6-1001 *et seq.*) and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Parties entered into a Grant Agreement (DHCD Contract No. 2025-07) **("Grant Agreement or "Agreement")** effective on February 1, 2025, that memorialized a funding award to Grantee derived from the District's Community Development Block Grant Program ("CDBG") Grant allocation for the purpose of providing a range of HUD housing counseling services that benefit low and moderate-income persons in the District of Columbia for the period from February 1, 2025 through December 31, 2025. (**"Grant Term"**). The Grant Agreement is attached hereto as ***Exhibit A*** and incorporated herein.

3. Section III.C. of the Grant Agreement included an erroneous statement regarding immigration status of Grant services beneficiaries.

4. Pursuant to Section XXII. of the Agreement, the Parties desire to amend the Agreement to correct that erroneous statement and for other purposes.

NOW, THEREFORE, in consideration of the mutual agreements of the Parties set forth herein, the Parties hereby agree as follows:

1. The above recitals are hereby incorporated and made a part of this Amendment.

2. Capitalized terms used in this Amendment that are not defined herein shall have the meanings given to such terms in the Grant Agreement.

3. **Section III. Grant Award Subsection C. Paragraph 1**
The second sentence, to include footnote 5 for a Housing Counseling Services Grant or footnote 7 for a Small Business Services Grant is deleted. **This change is retroactive to the Grant Effective Date.**

4. **Section IV. Grant Term and Periods of Performance**
The Grant term and Periods of Performance are revised. The text in the first paragraph of Section IV. is deleted and replaced with the following text:

*The term of this Agreement shall commence on the Effective Date and continue through September 30, 2026 (**"Grant Term"** or **"Term"**). There are two Performance Periods during this Term. The first Performance Period begins on the Effective Date and ends on September 30, 2025. The second Performance Period begins on October 1, 2025, and ends on September 30, 2026.*

5. **Section III. Grant Award** is amended to add a new subsection B. to read as follows:

*B. The Grant Award is amended to authorize a budget for Grant services to be provided during the Performance Period that begins October 1, 2025, and ends on September 30, 2026. (**"FY 2026 or FY 26"**). Total Grant authority in FY 26 shall not exceed **Four Hundred Thousand Dollars and No Cents [$400,000.]**.*

The FY 2026 Grant funding is allocated as follows:

Sources and Uses of Funds:

Non-Public Service ("NPS") [CDBG EN]	*$ 65,000.*
NRSAs Ward 7 and Ward 8 [CDBG EN]	*$335,000.*
TOTAL CDBG [EN]	*$400,000.*
TOTAL AWARD [All Sources]	*$400,000.*

Notwithstanding the designated source of funds, the Grantor reserves the right to provide funding from another source(s). In all cases, applicable Federal and District laws and regulations shall apply regardless of the source.

The FY 26 funds will be used to fund a range of services which HUD has defined as (insert one of the following)

- ***Housing Counseling Services: Public Services and Non-Public Services provided by a HUD Approved Counseling Agency ("HCA").***

The specific Grant activities are described in ***Exhibit B*** *attached hereto, which includes:*
(a) the Statement of Work,
(b) The Grantor approved Workplan

(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as ***Exhibit C****. and incorporated herein. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.*

6. The Parties agree that this Modification does not otherwise affect or impair their obligations under the Grant Agreement, and all terms, conditions and obligations of the Grant Agreement, not amended herein, shall continue in full force and effect as prescribed in the Grant Agreement.

7. This Modification shall be binding upon and inure to the benefit of the Parties to this Agreement and to their successors and assigns and continue so long as the Grant Agreement is effective.

8. Grantor and Grantee agree that if any of the terms and conditions contained herein shall contradict any of the terms and conditions in the Grant Agreement, the terms and conditions contained herein shall prevail.

IN WITNESS WHEREOF, the Parties have executed this Modification by and through their duly constituted and authorized officers and agents on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-07
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

GRANTOR SIGNATURE PAGE

DISTRICT OF COLUMBIA, a municipal corporation acting by and through the Department of Housing and Community Development

By: _____
Colleen Green
Director

10/16/25
Date

Legal Review:

By: Julia H Wiley
Office of the General Counsel
Department of Housing
and Community Development

Date: 10/9/25

DHCD Contract No. 2025-07
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

GRANTEE SIGNATURE PAGE

LYDIA'S HOUSE IN SOUTHEAST
a District of Columbia nonprofit corporation

By: _____
Cliff M. Beckford
Executive Director

10/20/2025
Date

DHCD Contract No. 2025-07
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT A

FY 2025 Grant Agreement

DHCD Contract No. 2025-07
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT B

FY 2026 Statement of Work
and
Workplan

DHCD Contract No. 2025-07
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT C

FY 2026 Budget

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education, and training services to support DHCD's housing programs and initiatives and promote compliance with District housing regulations. All the services are intended to empower potential homeowners, actual homeowners, and tenants to preserve affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership, (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner-occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached work plan and performance measures. Marketing and outreach for the services provided is an activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals, and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of this service, the Grantee shall conduct a complete needs assessment of everyone based on (a) the initial request for housing counseling, (b) the Grantee's additional knowledge of the individual, and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow-up and conduct a final assessment of the services' impact. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program

FY25 Housing Counseling Services Workplan

Organization Name:	Lydia's House in Southeast
Grant Number:	2025-07

Performance Period: 10/1/2025 to 09/30/2026

RFA Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	NRSA Ward 7 & 8 All Services	Total
A1	HUD Housing Counseling	20	Number of First Time Homebuyers Purchasing Homes	Public Service or NRSA		$0.00	$107,519.06	$107,519.06
A1		750	Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		750	Number of 1:1 Counseling Sessions (Budget & Credit)					
A1		1000	Number of unduplicated households					
A1		150	Number of 1:1 Homebuyer Counseling Sessions					
A1		800	Number of unduplicated households					
A2	8-Hour Homebuyer Class	12	Number of 8-hour Homebuyer Education Classes	Public Service or NRSA		$0.00	$97,598.19	$97,598.19
A2		700	Number of Attendees of 8-hour Homebuyer Classes					
A2		700	Number of DHCD Certificates Issued					
A3	HPAP (EAHP/NEAHP)	12	Number of HPAP Pre Purchase Orientations conducted	Non-Public Service or NRSA		$48,486.47	$42,506.35	$90,992.82
A3	(NPS ONLY)	400	Number of Attendees at HPAP Orientations					
A3		125	Number of Files submitted to HPAP Administrators					
A3		350	Number of 1:1 HPAP Counseling Sessions					
A3		350	Number of unduplicated households					
A4	IZ/ADU Orientations	20	Number of IZ Orientations Conducted	Public Service or NRSA		$0.00	$37,830.65	$37,830.65
A4		1500	Number of Attendees at IZ Orientations					
A4		1500	Number of DHCD Certificates Issued					
A5	IZ/ADU Income Certifications	0	Number of IZ/ADU Income Certifications completed	Public Service or NRSA		$0.00	$0.00	$0.00
A6	PADD	0	Number of PADD group training/coaching	Public Service or NRSA		$0.00	$0.00	$0.00
A6		0	Number of Attendees at PADD group training					
A6		0	Number of 1:1 PADD sessions (if applicable)					
A6		0	Number of unduplicated households receiving 1:1 PADD sessions					
A6		0	Number of PADD Income Certifications					
A7	General Housing Services & Information (Group Training)	6	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)	Public Service or NRSA		$0.00	$17,852.67	$17,852.67
A7		90	Number of Attendees at Financial Literacy Trainings					
A7		0	Number of Homebuyer Clubs Meetings					
A7		0	Total of Attendees at Homebuer Club Meetings					
A7		0	Number of group trainings or workshops not reported in other categories					
A7		0	Number of Attendes at group trainings or workshops not reported in other categories					
B10	Eviction Counseling	0	Number of Eviction workshops	Public Service or NRSA		$0.00	$0.00	$0.00
B10		0	Number of Attendees at Eviction workshops					
B10		0	1:1 Eviction Counseling					
B10		0	Unduplicated households 1:1 Eviction Counseling					
B10		0	Number referred to Attorney(s) for Legal Services					
B10		0	Number of 1:1 Attorney Consultations (Law Firm Subrecipients Only)					
B10		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecipients Only)					
B10		0	Number Evictions Prevented					
B11	SFRR	8	Number of SFRRP Orientations conducted (required)	Public Service or NRSA			$17,852.67	$17,852.67
B11		100	Number of 1:1 Intake sessions					
B11		100	Number of unduplicated households					
B11		40	Number of complete applications submitted in SFRRP Portal					
B12	Legal Services for Seniors, Coops and Condos	0	Senior households receiving legal services	Public Service or NRSA				$0.00
B12	(Law Firm Subrecipients Only)	0	Coop Associations receiving legal services					
B12		0	Condo Associations receiving legal services					
B12		0	Number of Pro Bono Legal Services Recruited and Retained					
B12		0	Number of Trainings for Law Firms (Trainings)					
B12		0	Number of Attendees at trainings for Law Firms (Attendees)					
B12		0	Number of new partnerships initiated					
B12		0	Total Number of Trainings to and work with Pro Bono Provided					
B12		0	Number of outreach presentations conducted					
B12		0	Number of outreach activities conducted					
B12		0	Number of Senior Households that received Legal Counsel or Consultation					
B12		0	Number of Senior households that received Legal Representation					
B12		0	# of clients helped with Schedule H					
B12		0	# of clients helped with life planning docs					
B12		0	# pro bono attorneys engaged in housing-related matters					
B12		0	# veterans receiving legal counsel/advice					
B13	Technical Assistance for Co-Ops and Condo Associations	0	Number of Co-Op Associations receiving Technical Assistance	Public Service or NRSA				$0.00
B13	Coops	0	Number of Action Plans written for Co-Op Associations					
B13	Coops	0	Number of Successful Outcomes for Co-Op Associations					
B13	Coops	0	Number of Asset Management Improvement Services Provided for Co-Op					
B13	Coops	0	Number of Asset Management Tactical Support Services Provided to Co-Op					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Legal Assistant Services provided to Distressed Co-Op Associations					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Organization Sustainability Tactical Support Services Provided to Co-Ops					
B13	Coops	0	Number of Ownership Education Sessions provided to different ownership models including shared equity					
B13	Coops	0	Number of Relocation Plans completed and accepted for Co-Ops					
B13	Coops	0	Numbers of Trainings on Board Operations Governance & Management to Co-ops					
B13	Coops	0	Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management					
B13	Coops	0	Number of written Asset Management & Sustainability Plans for Co-Ops					
B13	Condos	0	Number of Condo Associations receiving Technical Assistance					
B13	Condos	0	Number of Action Plans written for Condo Associations					
B13	Condos	0	Number of Successful Outcomes for Condo Associations					
B13	Condos	0	Number of Asset Management Improvement Services Provided for Condo					
B13	Condos	0	Number of Annual Survey of Clients (interactive) to gauge success and appropriate methodologies completed for Condo					
B13	Condos	0	Number of Asset Management Tactical Support Services Provided to Condo					
B13	Condos	0	Number of Legal Assistant Services provided to Distressed Condo Associations					
B13	Condos	0	Number of Consultative Services Provided to Condo Associations and Clients					
B13	Condos	0	Number of Organization Sustainability Tactical Support Services Provided to Condo Associations					
B13	Condos	0	Number of Relocation Plans completed and accepted for Condo Associations					
B13	Condos	0	Numbers of Trainings on Board Operations Governance & Management to condo associations					
B13	Condos	0	Number of written Asset Management & Sustainability Plans for Condo Associations					
B13	Coops and Condos	0	Number of Annual Survey of Clients (interactive) to gauge success and appropriate methodologies completed					
B13	Coops and Condos	0	Number of Associations (Coops and Condos) referred to pro/at nonprofit Law Firm					
B13	Coops and Condos	0	Number of Trainings on Development including Relocation and Construction Management					
B14	Technical Assistance for Small Apartment Owners (25 units and less)	0	Number of Inquiries Received	Public Service or NRSA				$0.00
B14		0	Number of Owners/Managers receiving Services					
B14		0	Number of Action Plans Written					
B14		0	Number of Action Plans Implemented/Completed					
B14		0	Number of Owners/Managers needing Asset Management Guidance					
B8	General Home Management (Post Purchase Non-Delinquent)	4	Number of Homeownership Preservation Workshops	Public Service or NRSA			$8,501.27	$8,501.27
B8		25	Number of Attendees at Homeownership Preservation Workshops					
B8		2	Number of Post-Purchase Workshops (not including Homeownership Preservation)					
B8		25	Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)					
B8		25	Number of 1:1 Post-Purchase Counseling Sessions					
B8		25	Number of Unduplicated households participating in 1:1 Post-Purchase Counseling Sessions					
B9	Foreclosure Counseling	4	Number of Foreclosure Workshops	Public Service or NRSA			$17,852.67	$17,852.67
B9		40	Number of Attendees at Foreclosure Workshops					
B9		40	Number of 1:1 Foreclosure Counseling Sessions					
B9		40	Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions					
B9		0	Number of 1:1 Attorney Consultations (Law Firm Subrecipients Only)					
B9		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecipients Only)					
B9		0	Number referred to Attorney(s) for Legal Services					
B9		6	Number of Foreclosures Prevented					
C15	TOPA Pre-Purchase Counseling & Training	0	Number of TOPA Meetings with Tenant Association	Public Service or NRSA				$0.00
C15		0	Number of Attendees at TOPA Meetings					
C15		0	Number of TOPA Training Workshops to Tenants					
C15		0	Number of Attendees at TOPA Training Workshops					
C16	TOPA Post-Purchase Counseling & Training	0	Number of TOPA Post Purchase Training Workshops	Public Service or NRSA				$0.00
C16		0	Number of Attendees at TOPA Post Purchase Workshops					
C16		0	Number of unduplicated households					
C16		0	Number of one on one counseling sessions					
C16		0	Number of group training/coaching					
C17	Tenant Counseling for HRA - Rental Accomodation Division	0	Number of unduplicated households	Public Service or NRSA				$0.00
C17		0	Number of one on one counseling sessions					
C17		0	Number of group training/coaching					
C17		0	Number of Attendees at group training/coaching					
Marketing	MARKETING AND OUTREACH	4	Housing Fairs	Public Service or NRSA			$4,000.00	$4,000.00
Marketing		8	Other Tabling Events					
Marketing		1500	Flyers Distributed					
Marketing		60	Social Media Posts (Facebook, LinkedIn, Instagram)					
Marketing		400	Mailings					
Marketing		1	Paid Advertising (display ads in print)					
Marketing			Other					
Marketing			Other					
	TOTALS	12401			$0.00	$48,486.47	$351,513.53	$400,000.00

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
RESIDENTIAL & COMMUNITY SERVICES (NBA)

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	Lydia's House
PERIOD OF PERFORMANCE:	10/1/2025 to 09/30/2026
FISCAL YEAR:	FY 2026
TYPE OF ACTIVITY:	HOUSING COUNSELING & SERVICES

Instructions: Please add rows as needed.

Cost Category	Oct/Nov/Dec	Jan to Sept	Total
Personnel (Salary & Fringe)	$65,849.18	$194,435.28	$260,284.46
Consultants	$3,900.00	$12,150.00	$16,050.00
Space	$8,700.00	$26,100.00	$34,800.00
Accounting	$0.00	$0.00	$0.00
Telephone	$3,204.00	$9,517.62	$12,721.62
Consumables	$450.00	$400.00	$850.00
Marketing & Outreach	$750.00	$750.00	$1,500.00
Training	$600.00	$400.00	$1,000.00
IT Services & Support	$3,420.00	$10,800.00	$14,220.00
Cleaning	$3,200.00	$3,200.00	$6,400.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$90,073.18	$257,752.90	$347,826.08
Total Indirect Costs (De Minimis Cost Rate up to Max 15%)	$13,510.98	$38,662.94	$52,173.91
Total Costs	$103,584.16	$296,415.84	$400,000.00

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
RESIDENTIAL AND COMMUNITY SERVICES (NBA)

Budget Form A (3-2): Personnel Information

Rev. 06/25/2025

ORGANIZATION NAME:	Lydia's House
FISCAL YEAR:	FY 2026
BUDGET PERIODS:	10/1/2025 to 12/31/2026
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Oct/Nov/Dec Hourly Rate	Q1 # of Hours	Jan-Sept Hourly Rate	Jan-Sept # of	Total Costs
[redacted]						
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
Personnel Subtotals				Personnel Subtotals		$216,903.72
Fringe Benefits (Max 20%)				Fringe Benefits (Max 20%)		$43,380.74
Total Grant Personnel Costs				Total Grant Personnel Costs		$260,284.46

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director	CG	3/24/25
2. Chris Earley, Deputy Director	CE	3/21/25
3. Julia Wiley, General Counsel	JW	3/20/25
4. Bill Winston, Associate Director of Community Services	JWLW	3/20/25
5. Clyde Edwards, Program Analyst	CDE	3/13/25
6.		

SUBJECT:

Director's Comments:

Action

APPROVAL	CIRCULATE	CORRECTION	FILE	FYI	INVITATION	MEETING	SIGNATURE
☒	☐	☐	☐	☐	☐	☐	☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Lydia;s House- NBAP FY25 Housing Services $268,000.00 Grant # 2025-07

Originating Office

FROM: C. Edwards	TELEPHONE NUMBER:
DATE:3/13/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE:

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

REV 1.0 10/25/23

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

To: Colleen Green
Director

MAR 24 2025

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Clyde D. Edwards
Economic Development Program Specialist

Date: 3/20/2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Lydia's House in Southeast DC**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$ 268,000.00**
ATTACHMENTS:	**FY25 Grant Agreement #2025-07** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

DISTRICT OF COLUMBIA.

COMMUNITY SERVICES
HOUSING COUNSELING SERVICES

GRANT AGREEMENT

BY AND BETWEEN
THE DISTRICT OF COLUMBIA
AND

LYDIA'S HOUSE IN SOUTHEAST

This Grant Agreement ("Grant" or "Agreement"), is made effective as of March 24, 2025, ("Effective Date"), by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the D.C. Department of Housing and Community Development (hereinafter referred to as "Department," "DHCD" or "Grantor") and Lydia's House, Inc., a District of Columbia non-profit corporation Grantee [DUNS No. Unique Entity Identifier (UEI) HA5MFJL1PBF6] (hereinafter referred to as "Grantee") with its principal place of business at 4101 Martin Luther King Jr. Ave SE Washington DC 20032. Grantor and Grantee shall be collectively referred to herein as the "Parties."

RECITALS

1. The Department with offices at 1909 Martin Luther King Jr Avenue SE, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975, D.C. Official Code§ 6-1001 *et seq.*, and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Department is authorized to fund community based non-profit organizations that provide housing counseling services for low- and moderate-income persons.

3. On June 7, 2024, the Department published a Notice of Funding Availability ("NOFA") in the D.C. Register, which announced the forthcoming issuance of the Fiscal Year ("FY") 2025 Request for Applications ("RFA") for the Neighborhood-Based Activities Housing Counseling Services Program ("HCSP"). The RFA was issued on June 21, 2024, that solicited applicants to provide services to District of Columbia ("District") residents as a part of the Department's HCSP. HCSP includes Public Services ("PS"), and Non-Public Services ("NPS") as defined in Section I herein. U.S. Department of Housing and Urban Development ("HUD") approved counseling agencies employing one or more certified HUD counselors are eligible to provide both PS and NPS services, while organizations which do not have HUD approval status may provide PS services only. The RFA included an opportunity for applicants to provide one or more of seventeen (17) services listed in the RFA. These services include HUD-approved counseling in keeping with 24 CFR 5.100 and related Federal regulations (in 2 CFR Part 200, and 24 CFR Part 214) as well as services related to local DC programs which are administered by the Department. The RFA and the requirements set forth therein are also incorporated by reference herein.

4. The Grantee's RFA application demonstrates that its organization possesses project management, and organizational and administrative capacity to successfully perform as a nonprofit grant subrecipient under the Department's HCSP, and accordingly DHCD has determined to award a grant to the Grantee in FY 2025 ("25" or "2025").

5. The Grantor proposes to fund HCSP grant activities in FY 2025 from its allocation of Community Development Block Grant ("CDBG") funds authorized by Title I of the U.S. Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), 24 CFR Part 570.

6. As a condition precedent to disbursement of the Grant proceeds to Grantee for the sole and exclusive purposes described in Exhibit A (which includes the "Statement of Work" and the approved "Workplan", both attached hereto and made a part hereof), the Department requires that Grantee enter into this Agreement setting forth the terms and conditions of the Grant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are hereby incorporated by reference and made a part hereof.

Section I. Definitions.

A. As used herein, the following terms shall have the meanings indicated:

a) **Fiscal Year**: All references to Fiscal Year(s) ("FY") herein refer to the District Government fiscal year which is October 1st to September 30th
b) **Neighborhood Revitalization Strategy Area** ("NRSA") refers to the HUD approved areas of Wards 7 and 8 which have been designated as strategic areas for revitalization. Services to Ward 7 and Ward 8 regardless of whether Public Service or Non-Public Service, attributed to the NRSA.
c) **Non-Public Services** refers to 24 CFR 5.100 counseling services provided to clients in connection with the purchase of a specific home. All other 24 CFR 5.100 counseling is Public Service.
d) **Public Services** refers to all other services and may include group training and/or one on one counseling.
e) **Performance Periods**: The Performance Period is defined as the start date and end date for which Grant funds are awarded to execute an approved Workplan and Statement of Work in keeping with the RFA for FY 2025. (See Section IV below.)

Section II. Exhibits.

The Exhibits listed below and the terms and conditions of the same are incorporated herein and made a part of this Agreement.

A. Services to be Provided
- Statement of Work
- Section 3 from the FY 25 RFA: Services
- Workplan as approved by the Grantor

B. Budget
- Schedules A (3-1) and A (3-2) for the First Performance Period

C. Required Reporting Forms
- Monthly Performance Report on group trainings/orientations/workshops and one on one counseling (in connection with the Statement of Work and Workplan), as well as reports on DHCD certificates issued, outreach and marketing activities, and upcoming group trainings.

- Quarterly Beneficiary Data and Demographics for each of the following (a) PS, (b) NPS, and (c) NRSA activities.
- Quarterly Language Access Report (Optional)
- Quarterly Banking Report (as applicable)
- Quarterly Procurement Report (as applicable)
- Quarterly Submission of Minutes of Board of Directors Meetings

D Method to determine Client Eligibility for Services
E Budget Modification Form
F Drug Free Workplace Certification
G Service Area Eligibility
H Insurance Requirements
I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Section III. Grant Award

A. The Department shall make a Grant of the District's CDBG Entitlement Grant Federal Award No: B-24-MC-11-0001 ("CDBG Federal Award") to Grantee in an amount not to exceed Two Hundred Sixty-Eight Thousand Dollars and No Cents ($268,000.00) (the "Grant") and is allocated as follows:

Sources and Uses of Funds:

Non-Public Service ("NPS") [CDBG EN]	$ 43,550.00
NRSAs Ward 7 and Ward 8 [CDBG EN]	$ 224,450.00
TOTAL CDBG [EN]	$ 268,000.00

Notwithstanding the source of funds designated above, the Grantor reserves the right to provide funding from another source(s). In all instances, applicable Federal and District laws and regulations shall apply regardless of the funding source. The Grant award shall be used to fund a range of services which HUD has defined as Housing Counseling Services: Public Services and Non-Public Services by a HUD Approved Counseling Agency ("HCA").

The specific Grant activities are described in Exhibit A (attached hereto) which includes
(a) the Statement of Work,
(b) Lines of Services - Section 3.2 of the Request for Applications (RFA), and

(c) The approved Workplan
(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

C. The Grant services will benefit low-and-moderate income persons living in the District of Columbia. In keeping with recent Presidential Executive Orders, Grantees should only use grant funds for US citizens and should maintain such documentation to prove citizenship.[25]

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as Exhibit B. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.

D. The Catalog of Federal Domestic Assistance ("CFDA") number is 14.218.

E. The Uniform Administrative Requirements for Federal Grants are applicable to this grant award and are available online at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1. Also, the Grantee must comply with the Community Development Block Grants regulations 24 CFR part 570 that govern this award and other related HUD regulations, which are incorporated herein by reference.

Section IV. Grant Term and Periods of Performance

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2025. During this term, there are two Performance Periods. The First Performance Period is the Effective Date to September 30, 2025. The Second Performance Period is October 1, 2025, to December 31, 2025.

Funding for each Performance Period is in the sole discretion of the Grantor and requires meeting all due diligence requirements prior to award.

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[25] Examples of such document may include copies of unexpired state issued Real ID identification or driver's license, unexpired US passport or US passport card, active duty Military ID, current Green Card or Naturalization documents with state issued photographic identification.

The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of Grant funds or other Grant assets.

Section V. Statement of Work/CDBG Eligible Activities/Eligible Costs/Business Operations

A. CDBG Eligible Activities

1. Grantee shall use the CDBG Grant proceeds solely to fund Grantor-approved service activities that are intended to provide services and empower low- and moderate- income persons in the District of Columbia to make informed housing choices and achieve their housing goals, whether it's finding affordable rental housing, purchasing a home or obtaining financial assistance for critical home repairs.

The best way to provide this critical information to a client in order to assist them in their decision-making process is to adhere to 24 CFR 5.100[26] [in which a HUD certified counselor conducts (1) intake (2) financial and housing affordability analysis with affordability calculation (3) an action plan and (4) follow-up counseling to implement the action plan and achieve its stated goals].

The Grant services to be provided are described in Exhibit A. This description includes the major tasks, activities and project deliverables to be provided under this Grant. The Grantor reserves the right to alter or change the District of Columbia program requirements including eligibility, services provided, service methodology, service delivery and program goals during the performance period.

The proposed Grant activities are CDBG eligible activities pursuant to 24 CFR 570.201(e).

2. Grantee shall sponsor outreach events that inform the community about the Grant activities and participate in other community events as requested by Grantor.

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[26] 24 CRF 5.100: "Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling."

3. The Grantee must retain records which demonstrate that each activity funded under this Grant is CDBG eligible and document the amount of CDBG funds expended for each activity. This includes the activity itself, the outcomes, and the records concerning beneficiaries in keeping with subsection (B)(2) below receiving services. Any authorizations needed together with beneficiary statistical information should be obtained by the Grantee during intake or registration. HUD does not grant exceptions or authorize the District to make exceptions to this requirement.

B. CDBG National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention of slums or blight; 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. The Grantee certifies that the CDBG-assisted activities to be carried out under this Agreement will meet the National Objective of primarily benefiting low- and moderate-income persons (limited clientele activities) in accordance with Federal and District Requirements. The minimum threshold requires that at least 51% of the households served with CDBG funding must be low- and moderate-income households; provided however, that a Grantee whose application claimed additional scoring points for agreeing to provide Grant services to more than 51% low- and moderate-income beneficiaries, must adhere to the percentage they elected in their application.[27]

In accordance with the Grantee's election in their Application for a grant award and for receiving additional points in scoring, the Grantee has agreed to exceed the minimum requirement and to serve at least 90% low- and moderate-income beneficiaries.

Note: This percentage cannot be decreased as it was used for scoring in a competitive round of funding.

4. The Grantee shall disclose to any client that services are provided free of charge by a Grant funded by DHCD using Federal funds and therefore the Grantee has certain reporting

[27] In responding to the RFA published June 21, 2024, applicants were given the opportunity to receive additional points in scoring for committing to exceed the CDBG minimum threshold to either a 75% minimum or a 90% minimum.

requirements in order to provide the Grant services free of charge. The Grantee shall use appropriate forms to obtain a client authorization, as required, to comply with the terms of this Agreement and to meet HUD reporting requirements,

C. Staffing

Where HUD requires services are to be provided by a Certified HUD Housing Counselor, the Grantee shall comply with that requirement and not permit services reserved to HUD certified counselors to be provided by others.

To the extent applicable, Grantee agrees to secure the services of qualified personnel that are licensed and bonded in the District of Columbia to perform the CDBG Federal Award activities and services listed in Exhibit A.

Any changes in personnel or their general Grant responsibilities as set forth in Exhibit A are subject to the prior written approval of DHCD. In this regard, it is essential that the Grantee immediately report terminations and proposed new hires to the Grantor.

D. Business Operations

1. Grantee shall observe business hours of operation onsite in their service location(s) that align with District Government hours of operation specifically Monday through Friday 9:00 am to 4:30 pm (DC holidays excepted)[28] and shall ensure that sufficient staff are on site at Grantee's place of business to carry out Grant services.

2. During the hours of operations, Grantee shall have live answered telephones for incoming calls. If the Grantee's phone system utilizes an auto-attendant function or voicemail, announced option to the caller must include an option to press a certain key (such as "0" for an Operator) to be connected to a staff person in real time who can answer and field questions, redirect a caller to a staff person who can address a caller's inquiries, or provide registration information. DHCD and other DC agencies such as the Office of the Attorney General may check Grantee's compliance with this requirement from time-to-time.

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[28] DC Holidays include New Year's Day, Dr. Martin Luther King, Jr. Holiday, Washington's Birthday, DC Emancipation Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Day.

E. Grantee may offer clients virtual appointments as well as virtual group informational or educational activities, but Grantee shall also provide clients an option for in-person services (including both in-person one on one appointments as well as some in-person group informational or educational activities.) The Grantee shall not refuse in-person services to DC residents.

F. Housing Resource Center (HRC) and Late Night Hours: As required by the RFA, "Applicants selected for the award shall participate (in a regular rotation) in staffing onsite at the Department's Housing Resource Center (HRC). The HRC provides services to DC residents by appointment and walk-ins." The HRC is located in the Grantor's offices at 1909 Martin Luther King Jr Av SE. The HRC coordinator, in conjunction with the Associate Director for Community Services, will develop a schedule in consultation with Grant subrecipients for staffing the HRC on a rotating basis on weekdays.

RFA applicants were awarded additional points in their score by committing to "Extended Office Hours." The options included providing office hours until 7:00 pm at least one (1) day a week in their office location and/or until 7:00 pm at least two (2) days a month in the HRC.

In accordance with the Grantee's selection in their Application for grant award and funding, the Grantee has committed to serve Extended Office Hours Extended Office Hours until 7:00 pm one (1) day a week in their office and one (1) day in the HRC.

Section VI. Disbursement/Required Support Documentation

A. Reasonable, Allowable, Necessary, Allocable

1. Grantee may request reimbursement for actual expenses incurred to provide services and as described in the Grant Budget (A 3-1 and A 3-2). Requests must meet all four criteria: reasonable, necessary, allowable, and allocable. (2 CFR 200.305)
   a. ***Allowable costs.*** Reimbursements are limited to the expenses directly related to activities supported by the grant activities and are subject to the regulations of the Federal and District Governments. Expenses related to activities should be necessary, reasonable, allowable and allocable.
   b. ***Limitations on allowable costs.*** A grantee may not use an indirect cost rate to determine allowable costs under its grant.
   c. **Some *Unallowable costs.*** Expenses that are not allowable include (but are not limited to) sales tax, late fees, debts, tips & gratuities, food, alcohol, controlled substances, cash reserves or investments, money given to individuals (including

donations, grants or loans), contributions to organizations, costs of fundraising, fund development, grant writing, advocacy, lobbying, and purchase of goods or services for personal use or benefit.

2. In addition, Grantee must demonstrate to the reasonable satisfaction of the Grantor that Grant performance milestones have been achieved. All requests for payment of eligible expenses shall be associated with the budget line items specified in Exhibit B (Budget Schedule A (3-1), estimated cost invoices and satisfactory Grant performance.

3. Grantees may not be reimbursed for expenses paid through Cash app or other similar peer-to-peer payment platforms, since such platforms create issues for recordkeeping, auditability, and compliance with grant regulations.

4. The Grantee shall not supplant funds or seek reimbursement for expenses that may be reimbursed by another grant (Federal, District, or private) either prior to or subsequent to reimbursement by the Grantor.

5. The Grantee must have the capacity for bookkeeping and accounting services required to track Grant expenses and create payment requests in keeping with Federal and District requirements, either on staff or by a third-party contractor.

6. The Grantee shall create and submit payment requests in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the Grantee to create and submit invoices by selecting the applicable purchase order number which is listed on the Grantee's profile.

7. All Grantees must be registered in the portal prior to invoice submission. The vendor portal website is **https://cfo.dc.gov./supplier_portal**. Please log onto the portal for further details and instructions. Questions can be submitted to **suppliers@dc.gov**.

B. Form of Submission of Payment Requests

1. The cover sheet to the reimbursement package must be the 30A Form of the Department [RCSD DHCD 306A Revised October 2024]. No other cover sheet is needed. This form should contain the Purchase Order Number, the IDIS Number, and the Partial Payment Number in accordance with Department's guidelines.

Payments requests are contingent upon certification by the Grantee in the following form as contained on the 306A (RCSD DHCD 306A Revised October 2024). The Certification is to be made by the chief executive officer, or the chief financial officer or the chief operations officer if the Governing Board has authorized this officer to act on behalf of the board to sign.

"I certify that all items, quantities and prices of work and material shown in the requisition are correct to the best of my knowledge and belief. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information , or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812." (2 CFR 200.415)

2. Page 2 and Page 3 shall be the Reimbursement Request A 3-1 and A 3-2.

3. Page 4 shall be the Invoice Cover Sheet with:
   a. A unique identifier (e.g. a row number or brief alphanumeric code) shall be assigned by the Grantee to non-personnel invoices and with the same unique identifier marked on each and every supporting document (e.g. receipt, proof of payment, cancelled checks, contracts, scopes of works, services rendered, vendor statement or document, Grantee's notes) submitted. The unique identifier shall be listed on the invoice cover sheet.
   b. Vendor's name
   c. Remittance address
   d. Invoice number
   e. Invoice date
   f. Contract number (also known as Grant Number)
   g. Purchase order number (if any)
   h. Invoice Amount
   i. The Amount which the Grantee is requesting reimbursement
   j. Quantity of goods/services delivered. Deliverables. Shipping and payment terms
   k. Other substantiating documentation that justifies and supports the payment request.

4. Page 4 and subsequent pages as needed shall include the supporting documents for the reimbursement request including signed timesheets, payroll reports, invoices from vendors marked as described above. (See Section E below.)

C. HUD Related Requirements

1. Federal regulations require that reimbursement under the Grant is tied to (a) beneficiary data reporting and (b) program performance. Failure to meet reporting deadlines for performance and/or beneficiary service data will suspend temporarily the processing of Grantee payment requests. Staff unavailability does not waive the requirement to meet reporting deadlines, and Grantee shall ensure that adequate staff are trained or cross-trained to prepare and submit reports timely.

2. The Grantee should be aware that HUD maintains an *Integrated Disbursement and Information System* ("IDIS"), a database in which the Grantor must make reports during the performance period on each Grantee's account. HUD flags subrecipient accounts when reporting is not provided by a deadline. Such a flag shall constitute a default. Multiple flags or failure to meet the conditions for HUD to remove a flag may result in suspension or termination in keeping with Section XII (C) of this Agreement.

D. Schedule for Submission of Reimbursement Requests

1. Requests for reimbursement shall be submitted in a timely manner by the date due. Failure to meet a deadline shall constitute a default.

2. On the 10th day of each month, the Reimbursement Request shall be for the prior month; provided however, the September reimbursement request must be submitted earlier in October on the date specified by the Office of the Chief Financial Officer of the District of Columbia, which is usually between the 5th and 7th day of October. *(Grantee may wish to use other funding sources for the late September payroll to facilitate meeting the deadlines.)*

3. In order to close-out the grant by September 30th, the October request should be the only request submitted in September.

4. The monthly schedule for submission is as follows:

Month	Due Date
March	April 10th
April	May 10th
May	June 10th
June	July 10th
July	August 10th
August	September 10th
September	October 5th or 7th as specified by the DC CFO
October	November 10th
November	December 10th
December	January 10th
January	February10th
February	March 10th

5. As applicable, expenses incurred pursuant to a project commitment in IDIS that has been approved by the Grantor and are otherwise eligible for reimbursement at the Grantor's sole discretion, may be reimbursed, regardless of when those expenses were incurred.

E. Source Documentation

1. All costs and obligations incurred under this Grant Agreement must be supported by source documentation (e.g. invoices, receipts, contracts, canceled checks, etc.). Documentation may also include approved time distribution sheets and certified payroll reports for employees and contracts.

2. The Grantee must satisfy all documentary requirements to the reasonable satisfaction of the Grantor prior to the disbursement of Grant funds.

F. Requirements Applicable to Disbursed Funds/No Escrow

1. Grantee shall not escrow Grant funds. However, nothing shall prohibit the Grantee from supplementing funding for these activities from other sources including other grants, funders or donors.

2. Any cash advances disbursed pursuant to this Agreement must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate

cash requirements of the Grantee in carrying out the purpose of the Grant. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct Grant program or project costs and the proportionate share of any allowable indirect costs.

3. If at any time it is determined that more Grant funds are disbursed to Grantee than what was required by the Grantee's immediate disbursement needs, Grantee shall immediately return to Grantor the excess funds.

4. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations or fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee.

G. The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect cost rate, as further described in Section (C)(4) and Section (C)(5) (Reporting Requirements) below.

H. In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant proceeds within three (3) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant proceeds, unless another date shall be agreed to be the parties in writing. The Grantor reserves the right to recover such losses by any legal remedy available.

Section VII. Budget Modifications

A. Any amendments to the budget (change in the amounts specified in the individual cost categories set forth in Exhibit B). may be approved by the Grant Administrator, so long as the total amount of the budget is not exceeded.

B. Any increase in the total Grant amount must be approved by the Director of the Department. If the change is made at the request of the Grantee, the request shall be in writing dated and shall be submitted on a Budget Modification Form, attached hereto as Exhibit E.

1. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and dated using the appropriate excel format or the appropriate online portal if available.

2. The Grantee shall make modification requests by June 1st, to allow sufficient time for processing prior to the start of the fourth quarter of the fiscal year. No more than two modifications may be required in the performance period. Requests for modification to the budget shall not be approved after June 1, 2025, except for extenuating circumstances specified in writing, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion.

3. The Department will not approve reprogramming of personnel funds for positions not filled in compliance with this Agreement and Grantee's personnel policies submitted to Grantor. If at any time DHCD requires a more detailed budget breakdown than the one contained herein, the Grantee shall provide such supplemental budget information in a timely fashion and in the form and content prescribed by DHCD.

Section VIII. Conditions Precedent to Grant Closing and Grant Disbursement

Grant closing shall mean the date on which Grantee has satisfied all conditions precedent to execution to the satisfaction of the Grantor, at which time both parties have executed and delivered the Grant Agreement. No Grant proceeds shall be disbursed prior to Grant closing.

The following conditions must be met prior to Grant closing:

A. Eligibility Determination. Determination by the Grantor that Grantee's proposed Grant activities meet eligibility and national objective requirements specified by the CDBG Program regulations at 24 CFR §§ 570.200 through 570.209. Grantor has determined that the proposed Grant activities are eligible for CDBG Program funding pursuant to 24 CFR 570.201(e) (provide housing counseling services to low- to moderate-income households).

B. Environmental Clearance. Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historic preservation reviews, and HUD has issued an approval of the release of funds.

C. Due Diligence Submissions. The following items must be delivered to DHCD for approval prior to Grant execution and Grant closing:

1. Articles of Incorporation, organizational by-laws and certification of nonprofit status.
2. Board/Corporate Resolution, memorializing
   a. the Grantee's intent to enter into this Agreement
   b. identifying the total Grant amount of the award
   c. identifying the Grant Number
   d. identifying the funding source(s) of the award, and
   e. identifying the authorized person by name and title who is authorized to sign on behalf of the corporation to enter into this Agreement.
3. Certificate of Good Standing
   a. issued by the DC Department of Licensing and Consumer Protection (DLCP)
   b. certified within 6 months of the Effective Date of this Agreement.
4. Certificate of Clean Hands
   a. issued by the DC Office of Tax and Revenue (OTR)
   b. certified within 90 days of this Agreement.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia to carry out the Grant activities.
6. Evidence that Grantee has obtained insurance, as provided in Exhibit H. If the renewal period for any insurance requirement occurs during the Grant performance period, the Grantee is required to submit to the Grantor evidence (Certificate Of Insurance) of insurance renewal to cover the remaining Grant performance period.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Effective Date.
8. An Affirmative Action Plan ("AAP") must be submitted by the Grantee for review and approval by the District prior to Grant execution and the disbursement of any Grant proceeds. The AAP shall be in a form to be determined by the District and must detail the Grantee's efforts to comply with the District's goals for achieving equal employment in District government contracts and set forth specific standards for the utilization of minorities in all job categories, as required by Mayor's Order 85-85 and District law.
9. Drug-free Workplace Certification (Exhibit F).
10. Debarment affidavit and verification confirming that Grantee is not debarred or suspended or otherwise excluded from or ineligible for participation in federal or District assistance programs under Executive Order 12549 or District law.

D. Opinion of Counsel. Grantee shall submit a written opinion of the Grantee's attorney, which states that the attorney has read the Grant documents and that the Grantee:

- Is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary.
- Has the full authority and legal right to carry out the terms of this Grant Agreement and all documentation required hereunder to be executed by Grantee; and
- Has taken all actions to authorize the execution, delivery and performance of this Grant Agreement and any documents required to be executed in connection with the Grant according to their respective terms

The Opinion shall further state that none of the aforesaid actions, undertakings or agreements violate any restriction, term, condition or provision of the Grantee's organizational documents or any contract or agreement to which Grantee is a party or by which it is bound. The Opinion must identify the Grant Agreement by name and Grant number, and the counsel must specifically identify the documents upon which the Opinion is based.

E. Current on District Obligations. Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant, including all local taxes and charges affecting Grantee's business.

F. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Proceeds, including, but not limited to the Council of the District of Columbia and the Chief Financial Officer of the District of Columbia.

G. Clearance Approval issued by the DHCD Office of Program Monitoring.

Section IX. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. The Grantee shall cure all report deficiencies identified by the Department and resubmit for approval by the Grantor within 14 calendar days of the notification. The requirements of monthly and quarterly reports [VII.(A) and (B) are in Exhibit C.]

A. Monthly Reporting

Monthly Performance Reporting. The Grantee shall use the online reporting portal provided by the Grantor and shall provide a complete performance report by the 10th day of each month reporting on Grant activities, accomplishments and performance of the prior month. Failure to submit the report by the tenth day of the month following the end of each

month shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

B. Quarterly Reporting

On the 10th day of January, April, July, and October, the following quarterly reports for the previous three months shall be due and provided by the Grantee in the form and method required by Grantor:

1. Quarterly Report on **Beneficiary Data and Demographics** (separate reports for PS, NPS and NRSA).

2. **Banking Report** (as applicable)

3. **Non-expendable Equipment Inventory Report** (as applicable) (the purchase or lease of non-expandable equipment). The purchase of all computer equipment must have prior approval from the Department.

4. **Procurement Report** (as applicable).

5. Copies of the **Minutes of the Board of Directors** meetings, which took place during the previous quarter; and

6. **Language Access Report** (optional) -- If services are provided in languages other than English, we encourage a language access report to be made.

Failure to submit any or all Quarterly Reports by the tenth day of the month following the end of a quarter shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

C. Additional Report Requirements

The following reports are due to the Department within the timeframes indicated below. If these documents were previously submitted, they must be updated and resubmitted.

1. Fringe Benefits Report

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects funded from the proceeds of this Grant shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefits rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the change. The report shall be submitted to DHCD within fifteen (15) days of Grant execution.

The fringe benefits rate for any personnel costs funded by this Grant shall not exceed 20% of the base salary rate indicated in Schedule A Form A (3-2) of the budget (Exhibit B).

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to the date of the Offer Letter.

All personnel costs approved under this Grant Agreement must be filled within ninety (90) days of Grant execution or within ninety (90) days of the vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than ninety (90) days, whether intermittent or consecutive, at any time during the Grant period may result in the loss of funds for the position.

Grantee must submit transcripts of training or continuing education for individual staff and counselors to the Grantor.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with CDBG funds, in accordance with the requirements specified in 2 CFR Part 200 (Exhibit D). The property inventory list must include, at a minimum, a short

description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

a. The Grantee shall submit a budget and Cost Allocation Plan showing its direct and indirect costs and the allocation of such costs to the Grantee's activities, including the administration of the activities and services provided under this Agreement. The plan must show all allowable and unallowable costs and how such costs are included in the direct and indirect costs in accordance with 2 CFR Part 200.

b. A current Cost Allocation Plan must be submitted no later than thirty (30) days following Grant execution.

c. The Cost Allocation Plan must include all sources of funding for the Grantee, including this, Grant and to which program/cost centers each source has been applied using the Grantee's chart of accounts (referencing individual budgetary line items).

The Grantee must provide:

i. the total amount of funding from each funding source,
ii. the total staff employed by the Grantee, regardless of funding source, staff allocation per grant/program and the estimated percentage of time spent per grant program.

d. As required by HUD, the Cost Allocation Plan is subject to approval by the Grantor. The Grantee shall cure any defects or omissions in the Cost Allocation Plan within 60 calendar days of the notice to cure.

e. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. The waiver request must detail the reasons for the waiver request and include a copy of the relevant audited financial statements.

f. Claims for reimbursement of documented Grant expenses shall comply with 2 CFR Part 200 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.

5. Indirect Cost Rates

a. Grantees may request reimbursement for indirect costs based on their Cost Allocation Plan. The Cost of Allocation Plan must be reviewed and approved by the Grantor. The Grantee is required to keep records of the expenses charged to the Indirect Cost Rate for monitoring and close-out.

Grantees with Indirect Cost Rates are required to use their indirect cost rate. Grantees with provisional rates must demonstrate the rate is not expired or that it is currently used by a Federal Agency in awarding Federal funds to the Grantee during the current Fiscal Year. Other Grantees may use the Federal *de minimis rate* of 15%. In either case (*De Minimis rate* or Federally Approved rate), Grantee shall maintain records (available during monitoring, or close-out or upon request) indicating which costs in the cost allocation plan and the dollar amount have been attributed to the Indirect Cost.)

Indirect cost rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with supporting documentation. DHCD will not make adjustments to indirect cost rates after June 1st.

The Grantor does not issue or award Indirect Cost Rates.

Grantees who wish to obtain a Federally authorized Indirect Cost Rate are encouraged to contact the "Cognizant Agency" which is the US Department of Health and Human Services.

b. For all personnel costs funded under this Agreement, Grantee must maintain documentation for use of indirect cost funding and provide the same when requested for verification of expenditures in keeping with the approved cost allocation plan, including, but not limited to cancelled checks, employee signed and supervisory approved employee time sheets, invoices and bank records.

c. Expenses charged to an indirect cost rate must be accompanied by and cross-referenced to and reconciled with an independent audited financial statement, which accounts for all (grant funded and non-grant funded) activities by the Grantee during the fiscal year in which the indirect cost rate is based.

6. Organizational Audit

Grantee must submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year.

Note to All Grantees: All Grantees must ensure their financial records are available for review or audit by appropriate officials of the Federal Government and the District Government.

7. Auditor's Management Letter.

Grantee shall submit an auditor's Management Letter to the Grantor at the time it submits the annual audit.

8. Procurement Policy, Accounting Policies and Procedures, and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution, the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of the Grant. These policies and procedures shall be in accordance with the requirements of 2 CFR Part 200. The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

If the Grantee has previously submitted these documents, and the documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a certified statement (the "Re-certification Letter") to the Grant Administrator indicating when the most current document was submitted to the District and certifying that no changes to these policies and procedures have since been made.

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D. Summary of Report Deliverables and Receipt Due Dates:

	Report	Receipt Due Date
1	Monthly Performance Report	No later than the 10th day of each month
2	Quarterly Beneficiary Data	No later than January 10th, April 10th, July 10th and October 10th – a separate report for each use: PS-NPS-NRSA
3	Language Access Report (Optional)	No later than January 10th, April 10th, July 10th and October 10th
4	Fringe Benefits Report	Within 15 days of Grant execution
5	New Hires/New Employees Information (Job Description & Resume) HUD certificate if certified counselor	10 Days prior to the Offer Letter of Employment being sent to the candidate
6	Notice of Vacant Position	Within 10 days following the vacancy
7	Non-expendable Equipment Report	Within 15 days of Grant execution and quarterly thereafter
8	Procurement Policies and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
9	Accounting Manual and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
10	Cost Allocation Plan (based on and tied to the most recent audit)	Within 30 days of Grant execution
12	Independent Financial Audit	Within 90 Days of the Close of the Grantee's Fiscal Year

	Report	Receipt Due Date
13	Single Audit Report (if applicable)	Within 30 Days of submission to the Federal Audit Clearinghouse
14	Auditor's Management Letter	Submitted with the submission of the Audit
15	Requests to revise Budgets and/or Workplans	Prior to the 1st day of June
16	Grantee's Close-Out Report (Section XV.) Inventory Report & Annual Report	Within 90 Days of the end of the Term of the Grant.
17	HUD 9902	Within 30 Days of Submission to HUD
18	HUD Monitoring Report	Within 30 Days of Receipt from HUD monitor or the HUD intermediary monitor.

Section X. Accounting/Audit Requirements

A. Accounting System

1. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in Exhibit B.

2. Accounting records should be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.

3. Any funds provided to the Grantee or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest-bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

Grantee shall submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year, contingent on the following:

1. Grantees receiving an aggregate of $1,000,000 or more from all funders in Federal funds must in accordance with Federal regulations obtain an independent audit (Single Audit Act of 1984 , Single Audit Amendments Act of 1996, and 2 CFR Part 200). A standard audit may be supplied pending the completion and submission of the Single Audit.

2. Grantees:
   (a) Required to be audited by any State or political subdivision(s) thereof (whether by statute or regulation) or
   (b) Who conduct an audit to submit to any government or private funder, or foundation or corporate funder or
   (c) Whose governing body or senior management obtains an audit,

   shall be required to submit that audit to the Grantor upon receipt of the same.

If the Grantee is not audited in accordance with (1) and (2) above, the following shall apply:

3. A Grantee whose corporate entity receives or expends less than $999,999 as reported to the Internal Revenue Service in the 990 Tax Return without amendments, deletions or summarized details must file with the Grantor a financial report prepared by an independent Certified Public Accountant and certified by the same that contains:
   - income statement or Statement of Activities,
   - balance sheet or Statement of Financial Position,
   - statement of Functional Expenses by program or cost centers such statement to break out separately the Grantor's funding by Grantor's program(s) separately from all programs or cost centers used.
   - statement of cash flows, and
   - independent review and certification of the financial statements including a review of the management's financial internal controls.

   In addition, the nonprofit organization must file a biennial audit that covers both years within a biennial period. See 2 CFR Part 200, Subpart F.

4. The Grantee shall fully clear any deficiencies noted in the audit reports within sixty (60) days after receipt by the Grantee.

5. . Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default of this Grant and may result in the withholding of future payments and/or debarment from participation in future Grants.

Section XI. Grant Administration

The Grant Administrator is:

William Winston
Associate Director for Community Services
DC Department of Housing and Community Development
1909 Martin Luther King Avenue SE, Room 304
Washington, D.C. 20020.

The telephone number is (771) 208-9628. All concerns regarding the technical implementation and interpretation of this Grant are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line-item changes and terms) where there is no dollar increase.

Section XII. Repayment of Grant Funds/Grant Performance Monitoring Default and Remedies

A. HUD Monitoring

The Grantee is subject to monitoring by HUD and agrees to provide all required information, data, records, files including client files, case notes, correspondence and emails, reports, beneficiary data, performance data, financial records, supporting documentation, to satisfy HUD monitoring. Notwithstanding the date of a finding by HUD, should HUD make a finding, the Grantee shall be responsible to cure the defect, and should HUD require repayment of Grant funds for any reason to the Federal Government, the Grantee shall be responsible for repayment in the amount specified by HUD. Repayment shall be made to the District of Columbia and by the District to the Federal authority in satisfaction of the HUD requirement. HUD monitoring is not confined to the performance period but extends through the record retention period provided in Section XV.

B. Grant Performance Evaluation

1. DHCD will monitor the performance of the Grantee to ensure that the goals and performance standards stated in the Statement of Work and Work Plan and RFA are being achieved according to schedule and within budget.

2. All records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. Grantee shall make timely submission of all information and/or records requested by DHCD or HUD to assess performance under the Agreement.

C. Suspension or Termination of Grant Assistance

1. In accordance 2 CFR 200.340 and 200.341 and 200.343, suspension or termination of CDBG Grant assistance may occur according to the Default provision in subsection D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner.

2. If Grantee fails to correct the substandard performance within thirty (30) days after receiving written notice from DHCD, suspension or termination of this Agreement will be initiated.

3. In accordance with 2 CFR 200.340(a), suspension or termination of Grant assistance may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

Subject to any applicable notice requirement and right to cure, the occurrence of any of the following shall constitute an event of default:

1. Failure to comply with any of the CDBG Program rules, regulations or provisions referred to in this Agreement, or such other Federal or District statutes, regulations, executive orders, District of Columbia mayoral orders, HUD rulings, policies or directives applicable to this Grant:

2. Failure to comply with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement.
3. Substandard performance by the Grantee or any of its agents under this Agreement, as determined in the sole and reasonable discretion of DHCD; or
4. Improper use of funds provided under this Agreement.

A determination of default shall be made in the sole and reasonable discretion of DHCD.

E. Remedies for Default

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of a written notice to the Grantee, Grantor may take one or more of the following actions, as determined in its sole discretion:

1. Terminate and suspend further disbursement of any remaining Grant assistance.
2. Disallow all or part of the cost of the activity or action that is not in compliance with this Agreement.
3. Wholly or partially suspend or terminate the current Grant award; or
4. Take other legal remedies that may be available.

F. Termination for Convenience

The Grant may be suspended or terminated on the basis of convenience as provided in 2 CFR 200.340(a).

G. Reversion to DHCD of Grant Assistance

1. Upon default by the Grantee under the terms of subsection D above, which has not been cured, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request the following:

i. Any Grant funds in its possession (whether or not committed),
ii. Any accounts receivable attributable to the use of Grant funds; and
iii. The portion of any income directly generated by (or the prorated proportion of) Grant funds for the activities described in this Agreement.

2. Upon final completion of the projects and activities for which CDBG funds have been provided by DHCD, expiration of the term of this Agreement, cancellation, or determination of this Agreement, the Grantee shall transfer any unspent, excess or surplus CDBG Grant funds, to include accounts receivable attributable to the use of the CDBG funds.

H. Grantor Non-Waiver

DHCD's delay or failure to act with respect to a breach by the Grantee does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section XIII. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, and 2 CFR Part 200, as deemed applicable by the Grantor. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Fund Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Organizational Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter arising from this Grant Agreement.

D. Cancellation Ceiling

In the event of cancellation of the Grant because of non-appropriation of funds for a specific fiscal year, there shall be a cancellation ceiling of zero dollars.

E. Anti-Deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, Grantor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code§ 47.105. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-Deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section XI. of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements.
2. Performing technical evaluations as required.
3. Interpreting the Statement of Work and other language in the Grant.
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with the District and other laws and regulations applicable to the Grant.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

Clifford Beckford
Executive Director
Lydia's House in Southeast
4101 Martin Luther King Jr. Ave., S.W.
Washington, DC 20032
Phone: (202) 373-1050
cbeckford@lhndc.org www.lh4us.org

H. Misuse of Grant Funds

Any alleged fraud, waste, abuse or mismanagement of Grant funds shall be immediately reported to the Grantor and the District of Columbia Office of the Inspector General ("OIG"). The OIG may be reached at (202) 724-TIPS (8477) and (800) 521-1639 or at oig.dc.gov

I. Nonassignability

Grantee will not sell, assign, pledge or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

Section XIV. Insurance

A. The Grantee shall obtain at least the minimum insurance coverage set forth in this Section XIV. and Exhibit H prior to the Effective Date and keep such insurance in force, as may be applicable, throughout the Grant period of performance.

B. Fidelity Bond: The Grantee must procure Fidelity Bond coverage in an amount equivalent to the total Grant budget. Pursuant to 2 CFR Part 200, Fidelity Bond coverage is required to protect the District's interest in the dollar amount of the Grant. Should Grantee be unable to procure a Fidelity Bond, Grantee shall submit proof that it has obtained general liability insurance that covers internal employee criminal activity or directors' and officers' liability insurance.

Section XV. Records Retention/Access

A. Records Retention

The Grantee shall retain all records demonstrating compliance with CDBG requirements and that are pertinent to this Grant for no less than five (5) years from Close-out of this Grant Agreement, including any extension thereof made in accordance with Section XVI. [Option to Extend] and including but not limited to Close-Out in IDIS of any HUD requirements. See Exhibit 5.1 in this link: https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-5.pdf

B. Extension of Retention Period

Notwithstanding the foregoing retention requirement in paragraph A above, if any litigation, claim, HUD monitoring or audit is initiated before the expiration of the retention period, records shall be retained for a period of not less than four (4) additional years following completion of the actions and resolution of all proceedings (e.g. litigation, claim, HUD monitoring or audit) involving the records.

C. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility, progress and achievement toward program goals and secure such records in a manner subject to applicable privacy laws. Such data may include, but is not limited to, client name, address, income level, case notes, correspondence and a description of service(s) provided. The Grantee shall use software which is HUD compliant to maintain client records. The Grantee shall transmit client records and files in a manner that is compliant with HUD's Personally Identifiable Information (PII) requirements.

D. Access to Records

All Grantee books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Grant funds shall be made available to the Department, HUD, its designee, representatives of the Inspector General of the District of Columbia or the Office of the DC Auditor at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.

E. National Objectives

The Grantee agrees to maintain documentation that demonstrates that the activities carried out with CDBG funds provided under this Grant meet the CDBG national objective of benefiting low- and moderate-income persons, as defined in 24 CFR part 570.208.

F. Copyright

If this Agreement results in any copyrightable material or inventions, DHCD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Section XVI. Federal and District Public Policy Requirements

Grantee shall fully comply with the following Federal and District policy requirements, as deemed applicable by Grantor:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federal-assisted and federal conducted programs and activities .

C. The requirements of Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

D. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.-) and implementing regulations at 24 CFR I part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

E. The requirements of Executive Order 11246, as amended by Executive Orders 11375. 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

F. The Conflict of Interest provisions of Federal and District laws strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of Federal funds to comply with 2 CFR 200.317 to 200.327 and

any sections of Title of 24 the Code of Federal Regulations concerning CDBG funding which are more restrictive than the Uniform Guidance Code for use of CDBG funds. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within (fifteen) 15 business days of execution of the Grant Agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict-of-Interest declarations to be executed by each employee and board member.

G. The Hatch Act, Chapter 15 of Title V. United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

H. The National Environmental Policy Act or other legislation implemented by 24 CFR part 58.

I. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement as Exhibit F.

J. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991H FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.

2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any grant,

or the entering into any extension. continuation. renewal, amendment of modification of any grant.

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and

c. He or she will include the language of the certification in all sub- grant awards at any tier and require that all recipients of sub-grant awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this Grant imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure, as the applicable grant shall so provide.

K. The Americans with Disabilities Act of 1990 (ADA) - Notwithstanding anything contained herein to the contrary, during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

L. The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are applicable pertaining to economic opportunities for low and very low-income persons. 24 CFR part 135.

M. First Source Program - Contractors and subcontractors of a government-assisted Project totaling $300,000 or more must comply with the District's goals for the recruitment, referral and placement of District residents. See D.C. Law 5-93, as amended, D.C. Official Code§ 2-219.01 et seq.

Section XVII. Close-Out Provisions

Activities and tasks during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor, and determining the custodianship of records (which shall remain the responsibility of the Grantee unless a determination is made otherwise). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over District appropriated funds and the record retention period, whichever is longest. Grantee shall submit the following items within the time frames indicated in this Section after completion of Grant activities or expiration or termination of this Agreement.

1. All activities are eligible, were completed and met a national objective.
2. All grant funds were expended in full, or all remaining funds are to be returned to Grantor.
3. All reporting requirements were completed and submitted (except for the final report that is submitted during the closeout process).
4. Any special conditions were met; and
5. All deficiencies or corrective actions affecting the Grant were resolved.

A. Grant Close-Out Report

The Grantee shall submit to the Grantor a Grantee's Close-Out Report ("Report") within ninety (90) days after expiration of the Grant term, termination of the Grant, or final payment for activities under this Agreement, whichever occurs later. This Report, at a minimum, shall include a narrative of the Grantee's completed tasks based on the activities, performance measures and goals set forth in the Statement of Work. The Report shall be completed using a form provided by the Grantor. The Grantee shall provide any information or data Grantor requests for Close-Out. In the Grantor's sole discretion, the reporting provided during the term of this Agreement may be accepted in lieu of the Grantee's Close-Out Report if those reports contain all information required in this section.

B. Documentation of Expenses

Within ninety (90) days after the expiration of the Grant, the Grantee shall provide to Grantor documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses.

C. Equipment Inventory

The Grantee shall submit to Grantor a list of all furniture, fixtures, equipment and vehicles purchased with Grant funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with 2 CFR Part 200.

D. Audit

The Grantee shall submit an audit or financial statement, as applicable, and as provided in Sections IX and X. of this Agreement.

E. Transfer of Records

Grantee shall, within ninety (90) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

F. Grantee's Obligations

The Grantee's obligations to DHCD remain in effect through the period of record retention as stated in Section XV.

Section XVIII. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion, and if legally permitted, extend the term of the Grant no more than two (2) times for one-year terms, or any fraction of one year, or multiple successive fractions thereof.

B. Grantor will endeavor to provide Grantee a preliminary written notice of its intent to extend at least thirty (30) days before the end of the Grant Term. The preliminary notice does not commit the District to an extension or authorize additional Grant funds to Grantee.

C. Any extension of this Grant is contingent upon the appropriation of funds for the applicable time period. However, the availability of funds shall not obligate the District to extend the Grant.

Section XIX. Total Agreement

The Grant Agreement, including specifically incorporated documents (to include the approved Statement of Work, the Work Plan, the approved Budget and the Grant attachments) constitute

the total and entire agreement between the Parties. Grantee understands and agrees to comply with the incorporated references contained in this Agreement and all applicable District and Federal laws and regulations.

Section XX. Applicable Law.

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia, unless otherwise controlled by federal law. In any proceeding relating to this Grant Agreement, each of Grantor and Grantee, hereby irrevocably submits to the jurisdiction of the Courts of the District of Columbia for the purposes of any suit, action or proceeding arising out of or relating to this Grant or transactions contemplated hereby.

Section XXI. Severability.

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XXII. Amendment.

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Grant activities, or the amounts specified in the Budget without the prior written approval of Grantor. The Grantee may request in writing approval of any proposed change to the Statement of Work or Workplan or the amounts specified in the eligible cost categories of the Budget and shall provide adequate supporting information and a revised budget along with its request. All such requests must be signed and dated.

Section XXIII. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or fully, by the Department.

1. The written or printed materials must include the authorized DHCD logo.

2. Written or printed materials include, but are not limited to, newspaper, radio and television announcements or advertisements, websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.
4. Grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to Grantee.
5. Grantee must provide copies of all marketing materials, brochures, flyers and other materials that publicize grant-funded activities to Grantor via email at dhcd.occo@dc.gov

Grantee shall publicize, as appropriate, to its constituency through social media, print, and online postings, DHCD communications and events that are related to Grant supported activities.

Section XXIV. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code§ 2-531 *et seq*. provides for the disclosure of public information. Specifically, the law provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Official Code § 2-170 1 (13) .

This serves as your Notification that information /documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code§ 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXV. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, homeless status, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Sexual harassment is a form of sexual discrimination which is prohibited by the Act and Mayor's Order 2023-131 (Updated District Government Sexual Harassment Policy, Guidance, and Procedures), which is attached hereto as Exhibit I.

The prohibition against workplace sexual harassment extends to third parties doing business with or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies. By executing this Agreement, Grantee affirms that it will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1 I 00 et seq. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated.

Section XXVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addresses:

NOTICE TO GRANTEE:

Lydia's House in Southeast
4101 Martin Luther King Jr. Ave., S.W.
Washington, DC 20032
Attn: Executive Director/CEO
NOTICE TO GRANTOR:

D.C. Department of Housing and Community Development
Community Services
1909 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
Attn: Director

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTOR SIGNATOR PAGE]

DISTRICT OF COLUMBIA, a municipal Corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Colleen Green
Director

Legal Review:

Office of the General Counsel
Department of Housing and Community Development

3/20/25
Date

[Signatures continue on the next page]

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTEE SIGNATURE PAGE]

LYDIA'S HOUSE IN SOUTHEAST
a District of Columbia non-profit corporation

Cliff M. Beckford
Executive Director

03/27/25
Date

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit A Services to be Provided

- Statement of Work
- Section 3.2 Services (from the FY25 RFA)
- Workplan as approved by the Grantor

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education, and training services to support DHCD's housing programs and initiatives and promote compliance with District housing regulations. All of the services are intended to empower potential homeowners, actual homeowners, and tenants to preserve affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership, (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner-occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached work plan and performance measures. Marketing and outreach for the services provided is an activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals, and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of this service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling, (b) the Grantee's additional knowledge of the individual, and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow-up and conduct a final assessment of the services' impact. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program

SECTION 3: PROGRAMMATIC REQUIREMENTS

3.1 Eligibility for Federal Funding

The services in this RFA will be conducted through grant agreements using Federal funds (Community Development Block Grant (CDBG) and, as available, some District Funds. The Department will provide a full informational briefing to the awarded grantee(s) about the grant funding source's ongoing administrative and programmatic requirements. Whether grants awarded under this RFA are funded locally or with federal funds, all grants will be managed to the higher standards and requirements whether Federal or District.

Federal regulations have established national objectives requiring all CDBG-funded activities beneficiaries to be at least 51% low- and moderate-income persons or households. The national objective is achieved through "limited clientele benefit"—that is, by verifying the incomes of each beneficiary of the services provided. The applicant must demonstrate that it has the capacity and the intention to verify the household incomes of beneficiaries to meet the national objective of providing benefits to 51% of low- and moderate-income persons.

Client income certification is also an important element of ongoing program activity for many DHCD housing programs. (See Section 3) Applicants should review in detail the federal income requirements for programs, activities, and grantee (sub-recipient) eligibility under the Community Development Block Grant program regulations at 24 CFR 570. 200-210,

- https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-570/subpart-C?toc=1

and HUD Housing Counseling Program Regulations: 24 CFR Part 214,

ps://www.ecfr.gov/current/title-24/subtitle-B/chapter-II/subchapter-B/part-214?toc=1

3.2 Housing Services: Description of Housing Programs and Services

Please Note: Specifications and programmatic requirements may change from time to time during the award period at the discretion of the Department.

The following describes seventeen services in the Housing Counseling Program. These constitute the services for which the Department is seeking Applicants to provide services to DC residents. Applicants should select at least one service for which they are applying; however, the Applicant may select more than one. The Department is not obligated by the Applicant's selection to make an award. Applicants are responsible to demonstrate their capacity in their application to provide the services for which they have applied. Capacity includes staffing patterns including qualifications and experience, other funding resources, case management systems and programmatic activities. Historical data can also be considered in demonstration of organizational capacity. Applicants should be aware of Legal Citations noted throughout this section as well as the references to the Code of Federal Regulations (CFR).

Category A: HOMEOWNERSHIP

A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program
A6: Income Certification for the Property Acquisition and Disposition Division (PADD) Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY

B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B12: Legal Services for Seniors and/or Coop & Condo Associations
B13: Technical Assistance for Coop and Condo Associations
B14: Technical Assistance for Owners of Small Rental Properties

CATEGORY C: TENANTS AND TENANT GROUPS

C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

Each particular service has specific requirements described in the following pages. Applicants are expected to utilize this guidance in the performance of these services.

CATEGORY A: HOMEOWNERSHIP

Legal Citations Governing Program Area in Category A

Applicants to provide services in Category 1 should review in detail the following legal citations governing the District's homeownership programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for homeownership pursuant to the relevant citations.

- Home Purchase Assistance Program: DC Code 42-2601 and 14 DCMR, Chapter 25
- Employer-Assisted Housing Program: DC Code 42-2501 and 14 DCMR, Chapter 36
- Inclusionary Zoning: Legislation Pending, Bill 17-586, 17-618, 17-619

A1: HUD Housing Counseling
This activity is open to applicant organizations which are HUD approved employing one or more HUD certified counselor(s). Such counseling is often (but not exclusively) in the pursuit of homeownership or credit repair and improvement or to improve their housing condition.

Grantees of this service should be familiar with 24 CFR 5.100 and with 24 CFR 214.

Housing counseling is independent expert advice provided by a HUD certified housing counselor (24 CFR Part 214) customized to the needs of the client. It is aimed at addressing housing barriers and providing support to the client to achieve their housing goals. This counseling service must include: (1) intake (2) financial and housing affordability analysis (3) an action plan[2] and (4) follow-up counseling to implement the action plan and achieve its stated goals *(24 CFR 5.100).*

The action plan should identify the steps needed for the client to achieve his/her housing goals. These actionable steps include, but are not limited to, review of the client's credit report with explanations of its meaning and items that impact (or may improve) the credit score, creation of a budget and methodologies to track one's income and spending, debt reduction planning, and savings planning. Follow-up should track the client's progress toward the goals of the action plan. Other programs and services including group educational opportunities may complement the one-on-one counseling with a certified counselor. Counselors, therefore, may appropriately make referrals to programs and services as well as to group educational activities that support and implement the goals of the action plan.

Counseling organizations are required to maintain case files including items 1-4 above as stated in 24 CFR 5.100. It is critical that files with records and case notes be kept in such a way that if a client's counselor is no longer available, either temporarily or permanently, another certified counselor in the organization can understand based on the file the client's circumstances, action plan, progress and where the client is in achieving his/her housing goals.

Organizations providing this service should have working experience with credit counseling and repair, with consumer credit bureaus and consumer credit laws. Ideally, they should be familiar with creditor tactics, liens, judgments, repossessions, and other obstacles to credit improvement.

It is critical for the counseling organization to make efforts to keep the client engaged in the counseling process and such attempts and outreach should be documented in the case file.

In accordance with HUD requirements, counseling organizations may close files if a client does not respond to outreach efforts over 60 days. The last outreach attempt should document that the file will be closed as of a specific date if nothing further is heard from the client. If the client should return to client after the 60 days, a new file should be opened.

[2] Except for reverse mortgage counseling.

Post-purchase follow-up

a) Grantees must continue their counseling relationship with customers once they become homeowners. This follow-up should continue for a period of time after purchase to ensure the homeowner's housing stability.
b) Grantees may make use of post-purchase programs using either their own programming or making referrals to other Grantees who provide such programming (*e.g.* B1 General Home Management and B2 Foreclosure Counseling).
c) If problems arise, it will be the grantee's responsibility to address them quickly as time is of the essence, and to address them as efficiently as possible. Where the District's investment is involved, counseling should include ways to protect the DC investment.
d) When working with clients who have an HPAP deferment period ending, Grantees must provide dedicated counseling services to those borrowers. In particular, grantees will be asked to make an updated assessment of each borrower's financial status regarding the appropriateness of continued deferment.
e) Potential delinquency, or foreclosure prevention, counseling will be provided to any borrower who is experiencing difficulty.
f) If problems continue with these loan clients, this counseling will become a home preservation activity.

A2 8-Hour Homebuyer Education Class (HBE)

This activity is open to applicant organizations which are HUD approved counseling organizations employing one or more Hud certified counselors.

The Department seeks HUD Approved organizations to provide the 8-Hour Homebuyer Class. This is in support of the Department's many programs for which the 8-Hour Homebuyer Class is a requirement, and also for other DC residents who seek to take this class in preparation for homeownership and for their knowledge.

Organizations should take as a serious obligation to conduct this class with knowledge staff (HUD certified counselors). The class is conducted in a traditional in-person setting or in a virtual online setting.

Those who successfully attend and complete the class should be provided with a DHCD certification (in the format approved by the Department) indicating their completion of the class and dated appropriately. Monthly attendance and award of certificates should be reported to the Department monthly. The class should be presented frequently enough to meet programmatic needs of DHCD programs. Class dates should be provided to the Department for inclusion on the DHCD calendar. Presentations should be given by staff, not outside speakers. Grantees are welcome to collaborate in the conduct of these classes.

A3: Intake for DC Homebuyer Programs (HPAP/EAHP/NEAHP)

The Home Purchase Assistance Program (HPAP) is the primary DHCD program for first-time homebuyers. HPAP provides interest-free loans that include closing cost assistance to eligible applicants. Under this program, homebuyers may have the opportunity to purchase houses,

condominiums, or cooperative units in the District. DHCD has additional homeownership programs which are associated with HPAP, and which are targeted to specific populations or geographic areas or may meet specific home buyer needs.

The satellite programs are:

(1) The Employee Assisted Housing Program (EAHP) provides assistance to District of Columbia Government employees, who are first-time homebuyers in the District; and

(2) The Negotiated Employee Assistance Home Purchase Program (NEAHP) provides down payment and closing cost assistance to certain District of Columbia Government employees whose position is covered by specific union collective bargaining agreements.

Wherever the acronym "HPAP" is used, the same applies to the EAHP and NEAHP programs.

Prior to HPAP Application

Clients interested in HPAP assistance who have a pre-approval from a lender, should be assisted with making an application to the HPAP as expeditiously as possible. Those without a pre-approval letter from a lender are required to engage in HUD Housing Counseling (see A1 above) in order that they have the benefit of credit counseling and homeownership preparation. The action plan should include the actionable steps needed to ensure success as a homeowner and to achieve a pre-approval letter from a lender. Once a pre-approval letter has been obtained, the client with the Grantee's assistance should proceed to making their application to HPAP.

Application Process

For grantee organizations, this relationship management function includes working with first-time homebuyers throughout the homeownership application, preparation, purchase, and post-purchase process. Counseling will be focused on low- and moderate-income populations.

Once HUD credit counseling is completed the HPAP process includes:

(Optional) Applicant organizations may conduct pre-purchase seminars which include information and requirements of the HPAP programs. A DHCD Certification should be provided to attendees and recorded with DHCD.

Application Intake includes document collection of those documents needed. These should be collected in person or by means of a secure portal. Email is not considered a secure means for transmission of information which could be used for identity theft or other criminal activity. Drop-off at a staff office to an employee is acceptable.

Once the application package is complete, the organization submits to the appropriate HPAP administrator.

Homebuyer Education (8-hour class) (A DHCD Certification should be provided to 8-hour Homebuyer Education attendees and recorded with DHCD.)

Post-Purchase follow-up (Records of those follow-ups should be maintained by the organization. See Post-purchase in Service A1)

Organizations will be responsible for: (1) the application process, which includes delivery of completed applications to the HPAP Administrators; (2) completion of the application form itself and collection of all required supporting documentation, and (3) maintaining performance and reporting data, and databases as needed by the Department.

A4: Inclusionary Zoning Orientations

Introduction to IZ/ADU Programs:

The District's Inclusionary Zoning (IZ) Program requires a certain percentage of units in a new residential development, or a substantial rehabilitation that expands an existing building, be set aside as affordable units. The goals of this program are to increase the supply of affordable housing for low- and moderate-income households, to support the creation of mixed-income communities, to prevent rising home prices from driving out low- and moderate-income residents, and to leverage the expertise and capacity of the private market to develop affordable housing.

Affordable Dwelling Units (ADUs) are defined as for-sale and for-rent homes that are locally restricted for occupancy by households whose income falls within a certain range and are generally offered at a below-market rate. ADUs are generally produced in exchange for zoning relief, tax incentives, public financing, and/or the right to purchase or lease District-owned land. Specific ADU provisions, such as the affordability period, income limits, and resale restrictions, are set out in deeds, covenants, land disposition agreements, ADU administration plans and other originating documents.

ADU provisions have historically varied from project to project, as each is a result of a unique negotiation or project approval. However, ADU restrictions are becoming more standardized and more similar to standard IZ requirements.

Organization roles and responsibilities:
Provide mandatory IZ Orientation. The department's PowerPoint presentation must be utilized. Presentation and answers to participants' questions must conform to agency guidelines.

DHCD seeks organizations which will provide programmatic rental and homeownership counseling services in support of both of the above programs. Information about these

programs is available through DC Housing Search https://www.dchousingsearch.org , counselors will be required to utilize DC Housing Search, and train potential customers in how to search for affordable housing through DC Housing Search.

Grantees will be required to become familiar with the program requirements and procedures, as required by DHCD. In the last few fiscal years, the IZ program has produced approximately 400 new affordable units each year.

Orientation:
In particular, organizations are required to conduct IZ Orientations to help residents to be familiar with all programmatic requirements for the IZ program.

Organizations must conduct and coordinate this mandatory orientation session in a traditional and virtual classroom settings. They must provide interested applicants/residents with the relevant terms of the program, including next steps and other information as required by DHCD.
DHCD currently provides standard slides and certificate templates to use for this orientation and will provide training to grantees.

Completion of this orientation class is mandatory before an individual may register for the IZ program and individuals must renew registration every two (2) years to remain on the IZ registration list.

The class must be conducted at least monthly beginning within 30 days after the grantee's application is approved. Coordination of this class will include publishing upcoming class dates, accepting reservations via phone, email, or other method, allowing walk-ins if space is available, providing attendees with a certificate of completion (in a format approved by DHCD) upon completion of the class and providing at least monthly attendee data to DHCD. It will also include ensuring that attendees receive all required training materials, and shall be presented by grantee staff, not outside speakers.

Grantees must train program participants in the terms and specifics of the IZ and ADU Programs (training guidance will be provided by DHCD) and provide additional pre and post homebuyer education training.

Grantees must also provide data to DHCD on a regular basis as determined and requested by DHCD, including but not limited to the names and contact details for individuals who have received a DHCD certificate and the number of attendees at IZ orientations.

A5: Income Certifications for the IZ/ADU Units Programs

The agency seeks two organizations to provide income certifications for participants in the Inclusionary Zoning and Affordable Dwelling Units programs. Income certifications are expected to be conducted under a uniform process prescribed by DHCD and following HUD Part 5. DHCD has established requirements for approving Certifying Entities, including

specific IZ and ADU training.

Grantees are expected to become Certifying Entities pursuant to DHCD requirements. Grantee organizations will be required to ensure that program participants understand that income and occupancy restrictions apply to their IZ units and ADUs. Grantees will also be expected to complete income certifications for newly selected households and for renewing tenants. Grantees will be working closely with individuals, property management/leasing staff, sales agents and DHCD. DHCD will provide the necessary forms and procedures, but Grantees will collect the necessary paperwork from individuals and complete the income and household size verification process. Upon successful certifications, Grantees will notify DHCD and the sales/leasing staff.

Such restrictions may include but would not be limited to: (1) the specific affordability period, (2) conditions for, or prohibitions against, subleasing, and (3) resale restrictions. Ongoing outreach and assistance to occupants of IZ units and ADU is required in the areas of programmatic requirements and homeownership counseling.

A6: Income Certification for PADD Applicants

The Property Acquisition and Disposition Division (PADD) encourages vacant and/or abandoned property owners to rehabilitate and/or occupy their properties. PADD acquires vacant, abandoned, and deteriorated properties through negotiated friendly sale, eminent domain, donation, or tax sale foreclosure, when owners are unwilling or unable to maintain their properties. PADD also disposes of properties in inventory by selling them to individuals or developers to be rehabilitated into high-quality affordable and market-rate single-family and/ or multi-family for-sale or rental housing in District neighborhoods.

For DHCD, the activities of this Division create affordable homeownership and rental opportunities for low- and moderate-income households. Grantees must counsel these households as they qualify for and occupy these new homeownership and rental units. DHCD seeks one or more organizations which will provide counseling or training services for affordable units made available through PADD.

Because PADD units are not produced through a traditional homebuyer program, an intensive marketing and outreach effort to our target population will be required of grantees. Counseling services will also involve conducting income certifications and re-certifications for purposes of admission and continuing participation in this program. Income certifications are expected to be conducted under a uniform process prescribed by the Department. For PADD, grantees must ensure that program participants understand that income, or occupancy, restrictions apply to their unit. Such restrictions may include but would not be limited to: (1) the specific affordability period; (2) conditions for, or prohibitions against, subleasing; (3) potential rent increases; and (4) resale restrictions. The specific unit covenant

terms will be communicated to stakeholders by the Department, but grantees must facilitate communication with stakeholders.

A7: Public Services: General Coaching and Information

Public Services may be undertaken by Applicants which have not yet obtained HUD Approval and may not employ a HUD certified housing counselors. (HUD Approved organizations who are applying for A1 or A2 do not need to apply for this service, since they are able to provide these Public Service activities in connection with their other lines of services.

These activities are frequent but not exclusively in a group setting. These may be virtual or in-person, as long as an in-person option is provided. Grantees may utilize Homebuyer Clubs as an effective tool for keeping clients engaged in homebuyer preparation when a long-term period is needed for better positioning to be a first-time buyer.

They may include group trainings on understanding credit and credit reports and involve savings programs.

Public service staff are required to train clients to utilize available tools, such as DC Housing Search https://www.dchousingsearch.org to locate affordable housing for sale and for rent.

CATEGORY B: COUNSELING AND TRAINING FOR HOME PRESERVATION

B8: General Home Management (Post-Purchase Non-Delinquent)

Post-purchase counseling is essential for Homeowners who have purchased their homes, are not delinquent in their mortgage payments and would like to remain successful by creating a realistic financial plan to avoid financial pitfalls and protect and retain their homeownership. Post-purchase counseling is essential to understand local post-purchase behavior, especially low-moderate income homeowners, that can be supported by education and supportive programs to ensure recent homeowners understand what to do in the event of hardships. Organizations that provide post-purchase counseling sessions and education workshops will ensure their topics consist of the following:

1. Prepare a maintenance plan for major household systems and repair strategies.
2. Emergency preparedness plan to assist client in case of disaster.
3. Understand consequences of not paying taxes, HOA payments or community assessments.
4. Explain the benefits of establishing an emergency fund and retirement or tax-incentivized accounts.
5. Provide knowledge of home improvement financing options like HELOCs and give counsel on how to apply for additional financing to renovate property.

6. Access the client's understanding of the process of refinancing the home and incurring more debt.

This counseling activity may include, but not be limited to, appliance warranty disputes, contractor disputes, disputes with mortgagors, will and estate issues, including transfer-on-death deeds, etc. In this service, grantees must serve as advisor-educators and are prohibited from giving legal advice. Grantee activities should focus on low--and moderate-income populations.

B9: Foreclosure Counseling

Homeowners who are delinquent in loan payments (as well as those in danger of delinquency) need to know what options are available to them. Similarly, those in foreclosure need to know their options and resources that may assist them, especially if available legal services are available.

Organizations are required to provide foreclosure prevention counseling that helps homeowners at risk understand the foreclosure process in Washington, DC, determine their legal rights and identify options to avoid foreclosure.
Organizations will assist struggling homeowners with loss mitigation, communicate with mortgage servicers and provide services such as the following:

1. Provide advice and coaching to assist clients with creating a budget based on financial goals. Assess the current financial situation and develop short and long-term strategies to reduce expenses and debt to achieve client goals.
2. Explain loss mitigation. Explain the requirements of a loss mitigation package and evaluate the client's loss mitigation options for FHA and non-FHA loans.
3. Provide examples of mortgage default scams and ways to avoid being a victim.
4. Explain the consequences and costs associated with a foreclosure, short sale, or deed-in-lieu.
5. Explain the foreclosure timeline and devise a plan if the client is unable to stay in the home and assist the client in mortgage default recovery. Demonstrate the impact of a mortgage default.
6. Work with displaced residents seeking referrals for housing.

Grantees work with homeowners who are delinquent in their mortgage payments, or who are in foreclosure, or in post-foreclosure. These counseling services are also offered to owners of multi-family properties, and ownership associations. This counseling serves as a central element of DHCD's overall foreclosure prevention strategy.

It is critical to address the District's foreclosure crisis. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Grantees also work with the Department of Insurance Securities and Banking (DISB) to protect clients against scam operations that prey upon residents who are subject to foreclosure. Grantee organizations extract data for outreach and targeting efforts from the Office of the Recorder of Deeds, which provides a listing of all official foreclosures in the

District on a weekly basis. DHCD seeks one or more organizations that will provide foreclosure counseling services which include, but may not be limited to, all of the above-described foreclosure prevention activities.

For grantees, this counseling function means working with troubled homeowners, utilizing all foreclosure prevention or mitigation tools available, and if necessary, working with customers throughout their foreclosure or post-foreclosure process. Grantees must provide full assistance and advice to troubled homeowners. Grantees will be responsible for: (1) assessing the homeowner's circumstances, (2) educating the homeowner about the full implications of mortgage delinquency and foreclosure (3) exploring and providing options of action for the homeowner (4) providing tools or alternative support that may further assist the homeowner (5) developing and executing a best action plan for either saving the home or undertaking the best course for the homeowner, and (6) tracking the results of their counseling efforts. In addition, grantees will provide ongoing performance and reporting data and databases maintained.

Post-Foreclosure Counseling: It is critical that grantees continue their counseling relationship with customers, even if the home cannot be saved. Grantees must follow up with troubled homeowners for a period of time after any action plan has been executed. If the home has not been saved, counseling should be made available, and if necessary, referral to other needed services. If the home has been saved, counseling follow-up is also necessary to ensure that the ongoing action plan is being properly implemented. If more problems arise, it will be the grantee's responsibility to address them as quickly and as efficiently as possible.

With the passage of the Saving DC Homes from Foreclosure Emergency Amendment Act of 2010, troubled or delinquent District homeowners have the right to engage in mediation prior to foreclosure. As a result, DHCD requires grantees to provide counseling related to this mediation process.

Grantees must be familiar with the Law, its regulations, and the mediation process which has been implemented by the Mediation Administrator at the DC Department of Insurance, Securities, and Banking. Grantees must educate troubled homeowners in the decision factors related to mediation election, and, if necessary, prepare them for mediation. In some cases, counselors may be asked to accompany, or represent, troubled homeowners in the mediation process. Grantees must ensure that all customers who elect mediation complete and submit proper documentation in a timely manner. Grantees must ensure that the best interests of troubled borrowers are protected throughout the mediation process. Finally, DHCD expects grantees to follow-up after the mediation process is complete to ensure that any final mediation agreement is properly implemented.

B10: Eviction Counseling

Applicants who have HUD certified counselors or NeighborWorks America foreclosure certified counselors may offer this service. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Training should also include knowledge of laws and legal procedures governing eviction.

Eviction has long created housing instability for renters, and especially among low- and moderate-income households. For those at the lower end of the economic scale, eviction has caused not only housing instability but also employment insecurity and homelessness. Studies have shown that lack of access to legal representation has resulted in markedly different and detrimental outcomes as compared to renters who have legal representation. After legal representation, the next most effective range of services includes alternative dispute resolution (or mediation), knowledge and guidance in court navigation, and effective management of legal and tenant-landlord documents. In addition to housing instability, eviction also has credit impact for the tenant.

It is critical to provide those in danger of eviction with counseling to make informed decisions. This includes access whenever possible access to legal services. Also, appropriate training includes information about tenants' rights and obligations, the credit impact of eviction, use of payment plan agreements, understanding of court processes and procedures, and access to alternatives to court procedures. When tenancy is lost, counseling for housing alternatives is needed and a path forward to credit repair.

B11: Single-Family Residential Rehabilitation Program

The Single-Family Residential Rehabilitation Program (SFRRP) administers grants to District homeowners for roof repairs and for modifications to eliminate barriers to accessibility for persons with mobility or other physical impairments. Projects approved for SFRRP require a covenant on the property to protect the District's funding of the project.
DHCD seeks one or more organizations which will provide application intake services to SFRRP applicants throughout the grant process.

> **Mandatory Counselor Intake Training:** Grantees for this line of service are required to attend training with the SFRRP team in September to be introduced to updated aspects of the SFRRP for FY25. It is critical that the grantee have a solid understanding of the updated program and the requirements for applications. Therefore, the September training is mandatory for SFRRP intake counselors.
>
> **Application Period:** Applications for SFRRP will only be taken between October 1, 2024, and December 31, 2024. To be considered applications during this period must be complete. Lack of required documentation or information will not "hold a place" in the program if not provided before the December 31, 2024. The Department at its sole discretion reserves the right to close the program prior to the deadline if funding is depleted or no longer available.

Information Session for Applicants: The Department will provide Grantees with a PowerPoint presentation outlining the program and its requirements. Intake counselors are required to use this presentation with all potential applicants either in a group sessions (such as an Orientation) or in a one-on-one session with the potential applicant.

Grantee's and Counselor's Responsibilities: (1) use the Department PowerPoint presentation to present the program to potential applicants, answering questions from residents interested in the program; (2) complete the application document and collection of **all required** supporting documentation *(incomplete applications will not be accepted)*; (3) post-application and post-grant support; and (4) providing performance and reporting data as required.

45 Day Period: It is critical that no application be uploaded in the SFRRP portal unless it is complete with all required documents and intake form completed. If an incomplete application is uploaded in the portal, the SFRRP staff will notify the counselor and the applicant that the application cannot be accepted. The notification state that what is complete and state the **applicant has 45 days** to provide the requested information including documents. After 45 days if the application remains incomplete, the application will be closed as incomplete for funding.

Application Portal: Counselors will need to provide their name and contact information (e.g. email) when uploading in case SFRRP program staff need to follow up.

Legal Citations Governing Program Area for Category B:

Applicants to provide any service in Category B should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

- Lead Safe Washington 24 CFR, Part 35, 24 CFR, Part 85.37, Section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992
- Single Family Rehabilitation 14 DCMR, Chapter 28 First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
- Saving DC Homes from Foreclosure Emergency Amendment Act of 2010 (DC Act 18-635; 57 DCR 12404)

B12: Legal Services for Homeowners and/or Coop & Condo Associations

The Department seeks organizations to provide legal services to provide one or both of the services noted below. Grantees will conduct outreach to low- and moderate-income populations in need of these services.

- Legal Services to Seniors
  Seniors who are homeowners can be assisted by the Applicant to have legal services to assist Seniors to avoid housing instability or the loss of ownership of their home. In addition to their own attorney staff, Applicants may seek *pro bono* services from other members of the Bar.

- Legal Services to Coop-Condo Associations
  Legal services may be provided to Cooperatives and/or Condominiums ("Associations") to ensure housing stability. If Associations have problems in areas of legal entity status, required legal or financial filings, compliance issues, risk management concerns, board and member training, best legal practices, and collection of association fees (to name of few), such issues may threaten the member's housing stability, and the owners' (or members') investment in their properties. Selected applicants will provide legal services to Associations in low- and moderate-income census blocks to mitigate these concerns, to preserve housing stability of owners and to ensure well-functioning Associations and Boards.

B13: Technical Assistance for Coop and Condo Associations

The Department seeks one or more organizations to provide technical assistance to Associations. The situation many Associations may face is a need for training in best practices of Association management. Training in best practices and frequently encountered problem situations may be offered by the grantee not only to the Association Board but also to the owners in the Association. Association boards and their member owners frequently face issues of association fees not being paid, lack of income to fund reserves, special projects that would require a special assessment, and decisions of taking court action or being the defendant in a court action. These are just a few of the legal issues which may arise for the Association, in addition to the more routine matters of by-laws and required legal documents for the operation of the Association.

B14: Technical Assistance for Landlords of Small Rental Properties

Landlords of small rental properties face enormous challenges. They frequently lack the staff and the resources of large multi-family properties to deal with the many details of operations and asset management. Small unit properties cannot readily absorb mistakes or challenges.

In a ten-unit property, one vacancy is a 10% vacancy rate, while one unit in a 100-unit property is 1% vacancy rate. Yet, small unit properties are often the affordable renter properties. To preserve this housing stock as an affordable option, DHCD seeks grantees to provide Technical Support to Owners of Small Unit Properties (of 30 units or less).

Services can be provided through group training as well as through one-on-one counseling. Like many small business owners, owners can often benefit from a better understanding of accounting practices and financial statements (balance sheet, income statement, cash flow report). Knowledge of financing options is another common to many business owners. Topics such as these are particularly suitable to the needs of owners.

1. **Property Management Software**: Landlords often need help selecting and implementing property management software to track rent payments, maintenance requests, tenant information, and other critical operational data.

2. **Legal Compliance**: Guidance on navigating complex local, state, and federal housing laws and regulations related to fair housing, security deposits, evictions, and other landlord-tenant issues.

3. **Financial Management**: Guidance with accounting, tax preparation, and financial planning specific to rental property ownership and operations.

4. **Maintenance and Repairs**: Access to vetted contractors, tradespeople, and service providers to handle property maintenance, repairs, and upgrades in a timely and cost-effective manner.

5. **Tenant Screening and Selection**: Guidance and best practices with tenant screening processes, background checks, and selecting responsible renters to minimize vacancies and evictions.

6. **Marketing and Leasing**: Help with listing vacant units, advertising, showing properties, and executing leases to keep units occupied.

7. **Emergency Response**: Guidance on developing emergency plans and protocols to address unexpected events like natural disasters, property damage, or tenant issues.

8. **Asset Management Issues**: The ratios and metrics of asset management for multi-family properties provide a helpful guide to best practices. For example: Many landlords are unaware of the effect that certain metrics have in their properties. Slow "Make-Ready" times, refers to the length of time it takes to prepare an apartment to be shown to prospective tenants. Similarly, "turn time" refers to the times it takes to find a renter and receive the first month's rent. Slow turn times are also a drain on resources. When there are slow "make ready" and slow "turn times" the combined effect can be detrimental for the property's future. High turn-over rates among renters is another draw on the income. Other issues and topics include: What to do when you have a tenant who is not paying rent? What are the alternatives to eviction? How do the Court work? Are there pre-eviction resources? What legal services are available to the owner?

CATEGORY C: TENANTS AND TENANT GROUPS: SERVICES RELATIVE TO Tenants Opportunity to Purchase Act, Rental Conversion and Sale Division, and Rental Accommodations Division

The DC Tenants Opportunity to Purchase Act (TOPA) seeks to protect tenants and tenant groups from displacement due to sale of the property. The law allows tenants to purchase their apartment building. Tenants have the choice of maintaining the apartments for rent or converting to cooperatives or condominiums. DHCD seeks to preserve affordable housing in the District and limit displacement of low- and moderate-income households. For groups that choose coop or condo conversion, this provides a path to homeownership.

DHCD provides both financial assistance and technical assistance, as well as specialized organizational and development services, for tenant groups who are pursuing the purchase of their apartment buildings. Through DHCD's Development Finance Division, organized tenant associations may be provided with seed money, earnest money deposits, and acquisition and/or rehabilitation assistance. After acquisition and rehabilitation, DHCD also provides ongoing Board training and property management support to the newly formed cooperative or condominium Boards.

C15: TOPA: Pre-purchase Training

DHCD seeks one or more organizations which will provide pre-acquisition organizational and developmental counseling and training to tenant groups or tenant associations in support of their intent to purchase their building. These tenant groups must be preliminarily qualified as eligible for DHCD's Tenant Purchase Technical Assistance program. Grantees must provide the following services to tenant groups:

a) establishment of a tenant association.
b) selection and appropriate training of Board members.
c) training of captains (court, building and floor).
d) training in roles and functions of committee members; (5) training tenant groups in detail about the building purchase process.
e) training tenant associations in property management techniques.
f) provide training to the tenant association on each type of ownership; and conducting surveys of tenant associations to determine the appropriate form of ownership for their building (cooperative or condominium).

It is critical that Grantees in this service maintain an outreach to educate and inform low- and moderate-income tenants about their rights and opportunities provided by TOPA. Grantees are encouraged to make this a central aspects of their marketing plan, and to create

opportunities as well as avail themselves of opportunities to participate in educational outlets to reach tenants. Collaboration with other Grantees in this or similar service lines is encouraged. Grantees should participate in DHCD when and as those opportunities for outreach are available.

While training the tenant association, the grantee must be able to prepare and submit appropriate documentation required in the purchase process, including but not limited to tenant profiles and feasibility analyses, response to Notice of Sale of Building, preliminary development, acquisition, and rehabilitation plans, and operational plans.

The grantees must have skill and experience in negotiating the lease or purchase of the building. In addition, grantees must assist tenant groups in procurement related to the development, purchase, and rehabilitation process, including but not limited to attorneys, architects, engineers, financial and developmental consultants, private developers, appraisers, and property managers.

C16: TOPA: Post-Purchase Training

DHCD seeks one or more organizations which will provide ongoing post-acquisition counseling services which include property management and Board training for properties which have been purchased and/or rehabilitated with financial assistance from the DHCD Development Finance Division's First Right Purchase program. Generally, these are multi-family properties that have been purchased through limited equity cooperative agreements or condominium purchases. Therefore, non-profit Board training and development skill and/or experience, as well as multi-family property management skills are critical to providing effective counseling services. Services to be provided under this activity may include, but are not limited to:

a) establishing standards of evaluation for each participant's financial status and leadership capacity.
b) conducting annual management reviews of all Boards, oversee election and
c) training of new Board members.
d) assisting in the establishment of appropriate arrangements with required service providers such as exterminators, garbage collectors, landscapers, etc.
e) assisting in capital management planning and a stabilization plan for rehabilitation and/or refinancing.
f) tracking property vacancies and reviewing new applications for membership.
g) establishing and reviewing membership guidelines.
h) technical assistance in accounting, budgeting, and the preparation of financial statements for long-term financial viability.
i) providing Board of Directors with training as appropriate; and

j) other required management and support duties. Grantees will assist the condominium or cooperative in developing a budget for the overall management and carrying costs of the property.

Grantees will assist the Board and membership in all aspects of management, such as completion of the audit, Fair Housing issues, required individual, property, and Board insurance, taxes, the role of Board officers, evaluation of monthly financial performance, training on lender compliance, i.e. loan payments, income requirements. DHCD will likely negotiate assignment of specific properties to grantees for this service.

Legal Citations Governing Program Area in Category C:

Applicants to provide any service in Category C should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
Tenant Purchase Technical Assistance Program DC Code 42-3404.02
Rental Housing Conversion and Sale Act of 1980, as amended (DC Code 42-3401.01 et. seq.) (Also known as the Tenant Opportunity to Purchase Act or "TOPA")

C17: Services for Tenants and Tenant Organizations
(in partnership with Housing Regulation Administration, Rental Accommodation Division, Rental Conversion and Sale Division).

Activities under this service will supplement and enhance the services provided by DHCD's Housing Regulation Administration (HRA), which includes the Rental Accommodations Division (RAD) and the Rental Conversion and Sale Division (CASD).

RAD administers the Rental Housing Act of 1985 (D.C. Official Code § 42-3501.01 et seq.) which regulates residential rental housing registration and the rent stabilization program (commonly known as rent control). RAD oversees rent adjustment procedures, processes notices to vacate, reviews tenant petitions prior to adjudication by the Office of Administrative Hearings and adjudicates most types of landlord petitions. RAD also proposes rules and regulations for administration of the Rental Housing Act for review and publication by the Rental Housing Commission.

CASD administers the Rental Housing Conversion and Sale Act of 1980 (D.C. Official Code § 42- 3401.01 et seq.) which regulates the sale or transfer of ownership interests under the

Tenant Opportunity to Purchase Act of 1980 (TOPA) (D.C. Official Code § 42-3401.01 et seq.), the conversion of use of rental housing to condominium or cooperative ownership and residential condominium formation and registration under the Condominium Act of 1976 (D.C. Official Code § 42-1901.01 et seq.). Further, CASD administers a Housing Assistance Payment program (HAP), under which tenants may be eligible for rent assistance if they are displaced due to the conversion of use of their apartment building to condominium or cooperative ownership.

CASD also proposes rules and regulations for administration of the Rental Housing Conversion and Sale Act of 1980.

DHCD seeks one or more organizations which will support RAD and CASD operations by providing counseling and tenant education services to tenants and tenant groups. Grantees must provide counseling and training assistance to tenants and tenant organizations regarding the District's rental housing laws and tenant and landlord rights and responsibilities.

For CASD, grantee organizations must provide counseling and training concerning: (1) tenants' TOPA rights when a landlord intends to sell, demolish, or discontinue rental housing use; (2) transfers of rental housing ownership or economic interests; (3) assisting tenants or tenant organizations in exercising their right to purchase; (4) informing tenants or tenant organizations relating to partner-investors and assigning TOPA rights; (5) conversion of use from rental housing to condominium or cooperative ownership by tenant elections, or conversion in lieu of tenant elections; (6) the Housing Assistance Payment program and relocation assistance; (7) tenant organization formation, incorporation, and registration; (8) protections for elderly or disabled tenants; (9) coercive or retaliatory activities; (10) tenant rights when rental housing is in foreclosure; (11) notices of intent to convert use from rental housing to condominium or cooperative ownership; and (12) relocation counseling for displaced tenants.

For RAD, service providers must demonstrate the ability to counsel and train tenants and tenant organizations on rent control provisions including properties that are regulated by or exempted/excluded from rent stabilization under the Rental Housing Act:

1) petition- based and annual rent increases.
2) executing and filing tenant petitions.
3) responding to landlord petitions.
4) protections for elderly and disabled tenants.
5) RAD's conciliation services.
6) notices to vacate and eviction procedures.
7) disclosures to tenants.
8) changes and decreases in services and facilities.

9) learning about and securing enforcement of housing condition regulations.
10) security deposits.
11) understanding lease provisions.
12) rent increases if a property is not under rent control.
13) appealing decisions of the Rent Administrator or the Office of Administrative Hearings; and
14) relocation counseling for displaced tenants. Note: Advocacy on behalf of tenant groups, or tenant rights assignees– including, but not limited to, legal advice or advocacy on tenants or tenant organizations' behalf in negotiations with a property owner–is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators, and not as advocacy groups. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns, or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a grantee is to ensure that tenants understand all available options.

Direct Counseling to Tenants and Tenant Groups: tenant counseling services will be designed to educate tenants in privately-owned properties about their legal rights and opportunities. This service is to be provided to tenants and tenant groups which are not subject to foreclosure and have not selected to exercise their Opportunity to Purchase Rights and/or Right of First Refusal under TOPA. It also includes providing other services and tenant education, which may not fall into the categories of services outlined above, such as eviction counseling, relocation counseling, apartment search, or apartment management.

DHCD seeks one or more organizations with the capacity to bring a range of resources to prevent involuntary displacement and to provide opportunities for continued affordable rental housing. Grantees must provide counseling services to tenants and tenant groups which include, but are not limited to: (1) outreach to tenant groups upon notice of one-year potential for subsidy expiration; (2) technical assistance in negotiations between owners and HUD relative to the renewal of federal subsidy contracts; (3) counseling for tenants in buildings where the subsidy will be lost and the tenant(s) must move; (4) counseling for tenants who are behind in their rent on best-action options; and (5) appropriately referring tenants who are in landlord/tenant disputes to all available resources. Grantees must also conduct research using the many databases and research tools available to identify properties that have a critical need for counseling assistance, including but not limited to DCHousingsearch.org. Note: Advocacy on behalf of tenant groups or tenants' rights assignee –including, but not limited to, legal advice or advocacy on tenants or tenant organizations behalf in negotiations

with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators and not as tenant advocates. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a prospective grantee is to ensure that tenants understand all available options.

Additional Legal Citations Governing Programs in Category C.

Applicants to provide any service in this Category and should review in detail the legal citations governing DHCD's rental accommodation functions:
(1) the Rental Housing Act of 1985, D.C. Official Code § 42-3501 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapters 38-44.
(2) the Rental Housing Conversion and Sale Act of 1980, D.C. Official Code § 42-3401 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapter 47.
(3) the Condominium Act of 1976, D.C.

Official Code § 42-1901 et seq.; (4) D.C. Official Code § 42-1901 et seq.; (5) the First Right to Purchase Program, title 14 of the District of Columbia Municipal Regulation, chapter 2700; and (6) Housing Conditions, Title 14 of the District of Columbia Municipal Regulations, Chapters 1-15. Submission of an application relevant to these services presumes that the applicant intends to meet all requirements to provide counseling to tenants and tenant groups pursuant to these above referenced citations.

3.3 Geographic Distribution of Services

The Department's decision to select one or more grantees to provide services will be influenced by the potential geographical distribution of service among the qualified applications received. Applicants can designate their proposed service areas in the District based on their by-laws, Board policies, etc. However, the Department reserves the right to designate any service areas it deems appropriate or necessary in making awards and negotiating grant terms. In reviewing the applicant pool, the Department's priority will be to ensure that excellent affordable housing counseling and training services are provided to all low- and moderate-income citizens of the District of Columbia. The Department will seek to bring parity in the quality of all housing services provided for all areas of the District through the award and ongoing management of these grants.

3.4 Marketing and Outreach

Marketing Plan to be submitted: Marketing and outreach are critical aspects of the grant's work. Grantees' efforts ensure these programs and services' success and desired impact. No Grantee or service is exempt from this requirement. Applicants must submit a detailed marketing and outreach plan for the services they are applying for. The plan should be detailed and not assume an understanding that has not been stated. Marketing should be included in the proposed budget and work plan.

DHCD will review and approve the marketing plan. In accordance with agency policy, marketing activities should highlight partnerships with and funding by DHCD.

Aspects of Marketing and Outreach to be considered:

- Continuous and consistent marketing and outreach are essential to achieving these services' objectives and maximizing public awareness of DHCD housing programs.
- Because of DHCD's diverse target population, grantees must utilize various marketing tools.
- Grantees are responsible for distributing DHCD program materials at community forums, public events, homeownership meetings, and fairs. Marketing and outreach may include but are not limited to, websites, email blasts, blogs, listservs, Twitter, Facebook, YouTube, Hope Hotline, flyers, door-to-door visits, community meetings, use of cable television (Channel 16), and public service announcements.

Coordinated with the Department: The grantee's marketing and outreach must be coordinated with DHCD. Grantees are expected to continually assess the success and impact of their marketing efforts to identify the most effective and efficient ways of reaching low– and moderate-income populations.

Participation in Department Marketing Activities: As required by DHCD, Grantees must participate in public activities and events related to housing opportunities. These may include but are not limited to tabling at events, participating in panel discussions, and providing speakers to groups, agencies, or organizations that request them.

DHCD Acknowledgement: Grantees must always acknowledge such housing assistance activities as Department of Housing and Community Development programs in any distributed print or electronic materials. DHCD must approve all such materials before distribution.

Use of DHCD Logo: All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or entirely, by the Department.

1. The written or printed materials must include the authorized DHCD logo.
2. Written or printed materials include, but are not limited to, newspaper, radio, and television announcements or advertisements. Websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.

4. The grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to the Grantee.
5. The grantee must provide copies of all marketing materials, brochures, flyers, and other materials that publicize grant-funded activities to the Grantor via email at dhcd.occo@dc.gov
6. The grantee shall publicize as appropriate to its constituency through social media, print, and online postings, DHCD communications, and events related to Grant-supported activities.

Diversity and Language Access in Marketing: Grantees must demonstrate the capability to effectively serve and communicate with the District's various non-English speaking and special needs populations. This means that marketing and outreach materials must be made available in multiple languages and media based on the needs of those populations. The grantee must demonstrate its intent and capability to comply with the District's Language Access Law. In addition, grantees must demonstrate the availability of appropriate staffing to ensure compliance with the District's Language Access Law.

3.5 Focus Areas and Neighborhood Revitalization Strategy Areas (NRSA)

DHCD has identified specific areas of the District as "Focus Areas." These Areas represent areas where the District has invested in funding to create and preserve affordable housing. Focus Areas follow main routes through the District and their associated neighborhoods. In many cases, business owners are centered on these major routes, while resident services will be seen as more appropriate for those in the communities. Applicants must ensure services are delivered to low- and moderate-income households or areas as part of their program (Housing Services, Small Business Technical Assistance, Façade Improvement). This is a CDBG requirement.

- For Housing Counseling applicants, these Focus Areas should be used to plan outreach activities to inform residents of their services.
- For SBTA and Façade grantees, the Focus Areas define the geographical areas of the District in which they will provide services. In this latter case, the Focus Areas define not only their outreach area but also their service area.

NRSAs Targeting East of the River

The Department obtained the HUD designation for the Neighborhood Revitalization Strategy Area (NRSA) for the Focus Areas in Wards 7 and 8. DHCD has designated areas of Historic Anacostia in the city's Southeast and Far Northeast communities as Neighborhood Revitalization Strategy Areas (NRSAs). This designation will allow the city to target Community Development Block Grant (CDBG) funding that supports economic and community revitalization efforts. These include Martin Luther King Jr Avenue, Marion Barry Avenue, Minnesota Avenue, and Benning Road. However, all areas of Ward 7 and Ward 8 remain the focus of the grantee's work and outreach.

For communities outside of the NRSA areas, DHCD has designated Focus Areas throughout the District. Applicants are encouraged to partner with other community-based organizations. This collaboration can include cross-disciplinary collaboration. For example, a Façade grantee may partner with an SBTA grantee to provide business owners various services encompassing both disciplines. Housing service grantees may partner to promote or provide services one grantee offers, but another may not. The key to collaboration is an outlook of being partners, not competitors.

The following is a list of the Focus Areas and some of their associated neighborhoods. The outreach plans can include other nearby neighborhoods, mindful of the low-income requirements. Each applicant is asked to select one or more Focus Areas for their application. Please note that this is a minimum, and applicants may choose more than three. Applicants will be asked to provide reporting on outreach activities.

The following is a list of the Focus Areas outreach plans, mindful of the low and income requirements.

Focus Areas/Neighborhoods

- **16th St NW Corridor** near the intersection with Havard St NW (Columbia Heights) in Ward 1
- **Georgia Ave and New Hampshire Ave NW Corridor** (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- **Rhode Island Ave and South Dakota Ave NE Corridor** (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 4 and Ward 5
- **M Street and South Capitol Streets SW Corridor** (Greenleaf and Waterfront) in Ward 6
- **Benning Road and Florida Ave NE Corridor** (NoMa/Ivy City/Trinidad) in Ward 5 and Ward 6
- **Minnesota Ave and Benning Rd NE Corridor** (Benning, Greenway) in Ward 7
- **Pennsylvania Ave and Minnesota Aves SE Corridor** (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- **East Capitol and Benning Rd Corridor** (Capitol View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- **Marion Barry Ave and Martin Luther King Aves SE Corridor** (Historic Anacostia, Fairlawn, Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- **Marion Barry Ave and Alabama Aves Corridor** (Skyland, Woodland, Garfield Heights) in Ward 8
- **Martin Luther King Ave and Alabama Ave Corridor** (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- **South Capital St and Chesapeake St SE Corridor** (Bellevue, Washington Highlands) in Ward 8

FY23 Housing Counseling Pre Award Workbook

Organization Name:	Lydia's House of Sacrament	Performance Period:	5/1/2023 to 05/30/2024
Grant Number:	FY23 II		

HUD Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	Match from FY23 Activities	Total
A1	HUD Housing Counseling	16	Number of First Time Homebuyers Participating (Intake)					
A1		709	Number of First Time Homebuyers Completing Counseling (Financial Ready to Buy Graduate)	Public Service or NOSA		$0.00	$69,700.00	$69,700.00
A1		719	Number of 1 1 Counseling Sessions (Report 6 Cards)					
A1		603	Number of unduplicated households					
A1		816	Number of 1 1 Homebuyer Counseling Sessions					
A1		703	Number of unduplicated households					
A2	Refugee Homebuyer Class	8	Number of 8-hour Homebuyer Education Classes	Public Service or NOSA		$0.00	$16,111.10	$16,111.10
A2		600	Number of Attendees at 8-hour Homebuyer Classes					
A2		600	Number of CHCS Certificates Issued					
A3	HOAP (Rapid Rehab)	0	Number of HOAP Pre Purchase Counseled conducted					
A3	(HOP) ONLY!	201	Number of Attendees at HOAP Orientations	Non-Public Service or NOSA		$48,550.00	$32,445.00	$80,995.00
A3		125	Number of Files submitted to HOAP Administrator					
A3		109	Number of 1 1 HOAP Counseling Sessions					
A3		114	Number of unduplicated households					
A4	ID/ADU Orientations	16	Number of ID Orientations Conducted	Public Service or NOSA		$0.00	$19,974.05	$19,974.05
A4		1320	Number of Attendees at ID Orientations					
A4		1320	Number of CHCS Certificates Issued					
A5	ID/ADU Income Certifications	0	Number of ID/ADU Income Certifications completed	Public Service or NOSA		$0.00	$0.00	$0.00
A6	FSDG	0	Number of FSDG group trainings conducted	Public Service or NOSA		$0.00	$0.00	$0.00
A6		0	Number of attendees at FSDG group training					
A6		0	Number of 1 1 FSDG sessions (if applicable)					
A6		0	Number of unduplicated households receiving 1 1 FSDG training					
A6		0	Number of FSDG Income Certificates					
A7	General Housing Services & Information (Group Training)	0	Number of Financial Literacy Trainings (including but not limited to check & budgeting)	Public Service or NOSA		$0.00	$9,419.05	$9,419.05
A7		65	Number of Attendees at Financial Literacy Trainings					
A7		0	Number of Homebuyer Club Meetings					
A7		0	Total # Attendees at Homebuyer Club Meetings					
A7		0	Number of group trainings or workshops not reported in other categories					
A7		0	Number of Attendees in group trainings or workshops not reported in other categories					
B10	Eviction Counseling	0	Number of Eviction workshops	Public Service or NOSA		$0.00	$0.00	$0.00
B10		0	Number of Attendees at Eviction workshops					
B10		0	1 1 Eviction Counseling					
B10		0	Unduplicated households 1 1 Eviction Counseling					
B10		0	Number referred to Attorney(s) for Legal Services					
B10		0	Number of 1 1 Attorney Consultations (Law Firm Subrecipients Only)					
B10		0	Number of unduplicated clients participating in 1 1 Legal Consultations (Law Firm Subrecipients Only)					
B10		0	Number Evictions Prevented					
B11	EFAS	0	Number of EFAS Orientations conducted (new/old)	Public Service or NOSA			$5,419.05	$5,419.05
B11		139	Number of 1 1 EFAS sessions					
B11		123	Number of unduplicated households					
B11		66	Number of complete applications submitted to EFAS Portal					
B12	Legal Services for Servicer, Owner and Condos (Law Firm Subrecipients Only)	0	Owner households receiving legal services	Public Service or NOSA				$0.00
B12		0	Other Agency referrals receiving legal services					
B12		0	Condo Associations receiving legal services					
B12		0	Number of Pre Bond Legal Services Reviewed and Returned					
B12		0	Number of Requests for Law Firms (Financial)					
B12		0	Number of Attendees at seminar for Law Firms (Servicers)					
B12		0	Number of new partnerships initiated					
B12		0	Total Number of Requests to and work with Pre Bond Provided					
B12		0	Number of outreach presentations conducted					
B12		0	Number of outreach attendees contacted					
B12		0	Number of Owner Households that met bond Legal Counsel or Consultation					
B12		0	Number of Owner households that received Legal Representation					
B12		0	# of clients helped with TA/Analysis					
B12		0	# of clients helped with TA/Financial data					
B12		0	# pre bond assessments completed on housing impacted sectors					
B12		0	# referrals for Legal and Financial Partners					
B13	Technical Assistance to Co-Ops and Condo Associations	0	Number of Co-Op Assessments including Technical Assistance	Public Service or NOSA				$0.00
B13	Coops	0	Number of Action Plans written for Co-Op Assessments					
B13	Coops	0	Number of Successful Outcomes for Co-Op Assessments					
B13	Coops	0	Number of Asset Management Improvements Done on Properties for Co-Op					
B13	Coops	0	Number of Asset Management Topical Support Services Provided to Co-Op					
B13	Coops	0	Number of One on One Sales Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Legal Assistant Services provided or Delivered Co-Op Associations					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Organizational Development Topical Support Services Provided to Co-Ops					
B13	Coops	0	Number of Executive Educational Sessions provided to attending governing boards including shared study					
B13	Coops	0	Number of Reserve Plans completed and received for Co-Ops					
B13	Coops	0	Number of Trainings on Board Governance Governance & Management to Co-ops					
B13	Coops	0	Number of Financial or Capacity Building and Sustainability completed effective Co-Op Operations & Asset Management					
B13	Coops	0	Number of written Asset Management & Sustainability Plans for Co-Ops					
B13	Condos	0	Number of Condo Assessments or Home Technical Assistance					
B13	Condos	0	Number of Action Plans written for Condo Associations					
B13	Condos	0	Number of Successful Outcomes for Condo Associations					
B13	Condos	0	Number of Asset Management Improvement Services Provided for Condo					
B13	Condos	0	Number of Annual Survey of Owners (completed by phone visit etc) and associated methodologies completed for Condo					
B13	Condos	0	Number of Asset Management Topical Support Services Provided to Condo					
B13	Condos	0	Number of Legal Assistant Services provided to Owners and Condo Associations					
B13	Condos	0	Number of Consultative Services Provided to Condo Associations and Clients					
B13	Condos	0	Number of Sustainability Topical Support Services Provided to Condo Associations					
B13	Condos	0	Number of Reserve Plans completed and received for Condo Associations					
B13	Condos	0	Number of Trainings on Board Governance Governance & Management to condo associations					
B13	Condos	0	Number of written Asset Management & Sustainability Plans for Condo Associations					
B13	Coops and Condos	0	Number of School Runs at Coops & Condominium to Youth Retreat and associated recommendations completed					
B13	Coops and Condos	0	Number of Association Officers and Condos Conferences given at National Law Firm					
B13	Coops and Condos	0	Number of Trainings on Condominium including Relocation and Construction Management					
B14	Technical Assistance for Visual Assessment Owners (25 units and less)	0	Number of Inspections Reviewed	Public Service or NOSA				$0.00
B14		0	Number of Owner/Managers receiving Services					
B14		0	Number of Action Plans Written					
B14		0	Number of Action Plans Implemented/Completed					
B14		0	Number of Owners/Managers needing Asset Management Guidance					
B8	General Home Improvement (Post Purchase Non-Foreclosure)	4	Number of Homeownership Preservation Workshops	Public Service or NOSA			$4,409.84	$8,409.84
B8		13	Number of Attendees at Homeownership Preservation Workshops					
B8		7	Number of Post Purchase Worksheets post including Homeowners Ins Requirements					
B8		33	Number of Attendees at Post Purchase Workshops (not including Homeowning Preservation)					
B8		33	Number of 1 1 Post Purchase Counseling Sessions					
B8		33	Number of Unduplicated Households participating in 1 1 Post Purchase Counseling Sessions					
B9	Foreclosure Counseling	1	Number of Foreclosure Workshops	Public Service or NOSA			$3,419.20	$9,419.20
B9		10	Number of Attendees at Foreclosure workshops					
B9		26	Number of 1 1 Foreclosure Counseling Sessions					
B9		22	Number of Unduplicated Households participating in 1 1 Foreclosure Counseling Sessions					
B9		0	Number of 1 1 Attorney Consultations (Law Firm Subrecipients Only)					
B9		0	Number of Unduplicated clients participating in 1 1 Legal Consultations (Law Firm Subrecipients Only)					
B9		0	Number referred to Attorney(s) for Legal Services					
B9		4	Number of Foreclosures Prevented					
C35	FDFA Pre-Purchase Counseling & Training	0	Number of FDFA Workshops held Report Attendance	Public Service or NOSA				$0.00
C35		0	Number of Attendees at FDFA Workshops					
C35		0	Number of FDFA Prepay Worksheets to Results					
C35		0	Number of Attendees at FDFA Training Workshops					
C35	FDFA Post Purchase Counseling & Training	0	Number of FDFA Post Purchase Training Workshops	Public Service or NOSA				$0.00
C35		0	Number of Attendees at FDFA Post Purchase Workshops					
C35		0	Number of unduplicated households					
C35		0	Number of one on one counseling sessions					
C35		0	Number of group training/coaching					
C17	Tenant Counseling for HRA - Rental Accommodation Division	0	Number of unduplicated households	Public Service or NOSA				$0.00
C17		0	Number of one on one counseling sessions					
C17		0	Number of group training/coaching					
C17		0	Number of Attendees at group training/coaching					
Marketing	MARKETING AND OUTREACH	1	Housing Fair	Public Service or NOSA			$1,344.75	$1,344.75
Marketing		4	Other Tabling Events					
Marketing		1500	Flyers Distributed					
Marketing		50	Social Media Posts (Facebook, LinkedIn, Radio/Print)					
Marketing		500	Mailings					
Marketing		1	Paid Advertising (display ads in print)					
Marketing			Other					
Marketing			Other					
	TOTALS	11359			$0.00	$69,550.00	$201,439.00	$270,989.00

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit B Budget

- Schedules A (3-1) and A (3-2) for the First Performance Period

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

Rev. 12/09/2024

ORGANIZATION NAME:	Lydia's House in Southeast
PERIOD OF PERFORMANCE:	2/1/2025-9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (If applicable):	
WARD (If applicable):	Ward 7 & 8
TYPE OF ACTIVITY:	

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$171,582.53	$0.00	$171,582.53
Credit Report	$20,760.95	$0.00	$20,760.95
Space	$23,200.00	$0.00	$23,200.00
Insurance	$8,500.00	$2,539.46	$11,039.46
Telephone	$6,000.00	$1,235.43	$7,235.43
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$4,000.00	$4,000.00
Training	$0.00	$2,600.00	$2,600.00
IT Services & Support	$3,000.00	$0.00	$3,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$233,043.48	$10,374.91	$243,418.39
Total Indirect Costs (De Minimis Cost Rate 15%)	$34,956.52		$34,956.52
Total Costs	$268,000.00	$10,374.91	$278,374.91

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM
Budget Form A (3-2): Personnel Information

Rev. 12/09/2024

ORGANIZATION NAME:	Lydia's House in Southeast
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 to 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Number of Hours	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
Director	C. Beckford	825.60	$51.75	60.0%	8	$42,724.80
Grants Manager	S. Simmons	552.00	$42.00	50.0%	8	$23,184.00
Housing Counselor	P. Green	686.00	$28.85	50.0%	8	$19,848.80
Housing Counselor	T. Morris	686.00	$28.85	50.0%	8	$19,848.80
Housing Counselor	D. Dinkins	686.00	$28.85	50.0%	8	$19,848.80
Housing Counselor	K. Reid	686.00	$25.48	50.0%	8	$17,530.24
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
Personnel Subtotals						$142,985.44

Fringe Benefits (Max 20%)	$28,597.09
Total NBAP Grant Personnel Costs	$171,582.53

Exhibit C Required Reporting

- Monthly Performance Report
- Monthly Report of Group Trainings
- Monthly Report on Outreach and Marketing Activities
- Monthly Reporting of Special Activities
- Monthly Reporting of changes in personnel relative to grant work and payroll
- Quarterly Beneficiary Data
- Quarterly Language Access Report
- Quarterly Data Report

DC Department of Housing and Community Development

Deadline 00/00/0000

FY25 RFA: Housing Services

1

ZoomGrants Help [hide this]

Creating a New Application to Submit
The 'Saving' screen is still flashing...now what?
Missed Deadline FAQs
Invite Collaborators to Work on Application

Applicant View

Application Status: Not Submitted

Basic Information Part I and II Application Narrative Questions Budget Organizational and Financial Capacity

Required Attachments Activity Log

Report **OVERDUE** Report Totals

Ask a Report Question

(answers are saved automatically when you move to another field)

Instructions Show/Hide

As in the past, Performance Reporting is divided into three sections:

- **Workplan Metrics** (numbers only),
- **Accomplishment Narrative** (Text Boxes), and
- **Various uploads** (spreadsheets usually).

This data is extremely important. Reports can affect performance goals and funding. Your reports are used to report to the City Administrator, the Mayor (including DMPED) and to the District Council and its Committee on Housing. Where uploads are required, **use excel files or Word files.** This will allow your information to be uploaded into the database and reported to District leaders.

For **Workplan Metrics,** use only numbers or leave it blank. **Letters such as N/A are to be avoided.** This will make your report impossible to be uploaded in the DHCD database and will require your corrections. Only numbers zero (0) and above can be used. If a metric is left blank, it will be treated as a zero.

In the **Accomplishment Narrative**, text boxes are provided to provide statements of activities or the information requested. In the first Report, please answer Question 22 (Points of Contact) with all points of contact for the areas mentioned. Thereafter in subsequent months, if there are no changes, it is okay to say, "No Changes". The same is true for Question 21 (staffing). Please answer Question 23 (Success Stories), Question 24 (Good News), Question 25 (Other DC agencies and initiatives). Question 26 is important. Remember the RFA asked applicants to align outreach to the Focus Areas mentioned on pages 33 and 34 of the RFA. Mentioning specific Focus Areas in the narrative for Q26 is helpful.

The **Document Upload** section is where excel spreadsheets (usually, sometimes Word Documents) are uploaded. **PDFs cannot be uploaded into database.** [The District of Columbia is fortunate to have many DC Based Programs such as HPAP, IZ/ADU, PADD, SFRRP, TOPA, HRA/RAD related activities, as well as direct services to tenants and tenant groups, and services to Condo/Coop Associations. DHCD staff need monthly reporting in order to better do their work and respond to the needs of DC citizens. These reports are shared directly with the appropriate program manager.]

There three areas of your activities will be reported on a monthly basis to help us meet our HUD and DC Government requirements and the needs of DC residents.

Reporting for Fiscal Year 2025 will begin with Report # 1. The end of Government's fiscal year (9/30/2025) will conclude with Report # 10 and the close-out of FY25 Purchase Orders. The complete schedule is below for the monthly report.

Other Reporting: Beneficiary Data and Language Access

Other reports are also required. These include **Beneficiary Report** and **Language Access Report.** These two reports are required on a quarterly basis. These reports will not be answered within ZoomGrants. The Office of Program Monitoring will provide the spreadsheets to use for these quarterly reports. Please see your Grant Agreement for additional information about the monthly and quarterly reports. Please note, the Beneficiary Report corresponds to the sources and uses of your Grant Agreement. A separate Beneficiary Report is needed for each type of funding awarded: Public Service (PS), Non-Public Service (NPS) and NRSA Wards 7 & 8 PS and NPS.

These quarterly reports will be due:

Oct/Nov/Dec 2/24/2025

Jan/Feb/March 4/10/2025

April/May/June 7/10/2025

July/August/Sept 10/10/2025

Please note we cannot extend these deadlines since they are HUD's deadlines and not in our control. Please submit your report on schedule.

Please remember HUD views reporting and reimbursement requests as inseparable and therefore to be coordinated at the same time. Please avoid not filing on the deadline.

Monthly Reporting on Performance and Accomplishments

Report Number Period Covers Due Date

Report Number	Period Covers	Due Date	Notes
Report 1	FY25 Q1 (Oct/Nov/Dec)	03/03/2025	
Report 2	January	03/03/2025	
Report 3	February	03/10/2025	
Report 4	March	04/10/2025	
Report 5	April	05/10/2025	
Report 6	May	06/10/2025	
Report 7	June	07/10/2025	
Report 8	July	08/10/2025	
Report 9	August	09/10/2025	
Report 10	September	10/10/2025	

In ZoomGrants reporting, there are data questions. Please enter only a whole number. If a particular question doesn't apply to your statement of work and workplan, please enter zero. The narrative questions also require a response. If there is nothing to report in the narrative, please enter a statement such as "No changes" or "Not applicable".

Report 1: 3/3/2025

This report is OVERDUE. Submit Report 1

Agency

This is a branching question. The system will remove questions that do not apply to you based on your answer to Question #1.

Please disregard the number sequencing.

1. Identify Your Agency Name

This is a branching question. Only the questions that apply to your agency will appear.

- ○ CARECEN-Central American Resource Center
- ○ Centro de Apoyo Familar

- ○ Greater Washington Urban League, Inc.
- ○ Housing Counseling Services
- ○ Latino Economic Development Corporation of Washington DC
- ○ Legal Counsel for the Elderly
- ○ Lydia's House in Southeast, Inc.
- ○ Manna, Inc.
- ○ Marshall Heights Community Development Organization, Inc.
- ○ Mi Casa
- ○ Neighborhood Legal Services Program of the District of Columbia
- ○ University Legal Services

Workplan Accomplishment Metrics

2. A1: HUD Housing Counseling

Ignore the auto-total number.

Number of First Time Homebuyers Purchasing Homes

Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)

Number of 1:1 Counseling Sessions (Budget & Credit)

Number of unduplicated households

Number of 1:1 Homebuyer Counseling Sessions

Number of unduplicated households

3. A2: 8-Hour Homebuyer Class

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of 8-hour Homebuyer Educations Classes

Number of Attendees of 8-hour Homebuyer Classes

Number of DHCD Certificates issued

4. A3: HPAP (EAHP/NEAHP)

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of HPAP Pre Purchase Orientations conducted

Number of Attendees at HPAP Orientations

Number of Files submitted to HPAP Administrators

Number of 1:1 HPAP Counseling Sessions

Number of unduplicated households

5. A4: IZ/ADU Orientations

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of IZ Orientations Conducted

Number of Attendees at IZ Orientations

Number of DHCD Certificates issued

6. A5: IZ/ADU Income Certifications

Ignore the auto-total number.

Number of IZ/ADU Income Cetifications completed

7. A6: PADD

Ignore the auto-total number.

Number of PADD group training/coaching

Number of Attendees at PADD group training

Number of 1:1 PADD sessions (if applicable)

Number of unduplicated households receiving 1:1 PADD sessions

Number of PADD Income Certifications

8. A7: General Housing Services & Information (Group Training)

Ignore the auto-total number.

Number of Financial Literacy Trainings (including but not limited to credit & budgeting)

Number of Attendees at Financial Literacy Trainings

Number of Homebuyer Clubs Meetings

Total of Attendees at Homebuer Club Meetings

Number of group trainings or workshops not reported in other categories

Number of Attendes at group trainings or workshops not reported in other categories

9. B8: General Home Management (Post Purchase Non-Delinquent)

Ignore the auto-total number.

Number of Homeownership Preservation Workshops

Number of Attendees at Homeownership Preservation Workshops

Number of Post-Purchase Workshops (not including Homeownership Preservation)

Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)

Number of 1:1 Post-Purchase Counseling Sessions

Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions

10. B9: Foreclosure Counseling

Ignore the auto-total number.

Number of Foreclosure Workshops

Number of Attendees at Foreclsoure Workshops

Number of 1:1 Foreclosure Counseling Sessions

Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number of Foreclsoures Prevented

11. B10: Eviction Counseling

Ignore the auto-total number.

Number of Eviction workshops

Number of Attendees at Eviction workshops

1:1 Eviction Counseling

Unduplciated households 1:1 Eviction Counseling

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number Evictions Prevented

12. B11: SFRR

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of SFRRP Orientations conducted (required)

Number of 1:1 Intake sessions

Number of unduplicated households

Number of complete applications submitted in SFRRP Portal

13. B12: Legal Services for Seniors, Coops and Condos

Ignore the auto-total number.

Senior households receiving legal services

Coop Associations receiving legal services

Condo Associations receiving legal services

Number of Training for Law Firms

Number of Attendees at law firm training

Number of outreach activities

Number of new partnerships initiated

Number of clients helped with Schedule H

Number of clients helped with life planning docs

Number pro bono attorneys engaged in housing-related matters

Number veterans receiving legal counsel/advice

14. B13: Technical Assistance for Coop

Ignore the auto-total number.

Number of Co-Op Associations receiving Technical Assistance

Number of Action Plans written for Co-Op Associations

Number of Successful Outcomes for Co-Op Associations

Number of Asset Management Improvement Services Provided for Co-Op

Number of Asset Management Tactical Support Services Provided to Co-Op

Number of Consultative Services Provided to Co-Op Associations and Clients

Number of Legal Assistant Services provided to Distressed Co-Op Associations

Number of Organization Sustainability Tactical Support Services Provided to Co-Ops

Number of Ownership Educations Sessions provided to different ownership models including shared equity

Number of Relocation Plans completed and accepted for Co-Ops

Numbers of Trainings on Board Operations Governance & Management to Co-ops

Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management

Number of written Asset Management & Sustainability Plans for Co-Ops

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Co-Op Associations

Number of Associations (Coops) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Co-Op Associations

15. B13: Technical Assistance for Condo Associations

Ignore the auto-total number.

Number of Condo Associations receiving Technical Assistance

Number of Action Plans written for Condo Associations

Number of Successful Outcomes for Condo Associations

Number of Asset Management Improvement Services Provided for Condo

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo

Number of Asset Management Tactical Support Services Provided to Condo

Number of Legal Assistant Services provided to Distressed Condo Associations

Number of Consultative Services Provided to Condo Associations and Clients

Number of Organization Sustainability Tactical Support Services Provided to Condo Associations

Number of Relocation Plans completed and accepted for Condo Associations

Numbers of Trainings on Board Operations Governance & Management to condo associations

Number of written Asset Management & Sustainability Plans for Condo Associations

Number of Associations (Condos) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Condo Associations

16. B14: Technical Assistance for Small Apartment Owners (25 units and less)

Ignore the auto-total number.

Number of Inquiries Received

Number of Owners/Managers receiving Services

Number of Action Plans Written

Number of Action Plans Implemented/Completed

Number of Owners/Managers needing Asset Management Guidance

17. C15: TOPA Pre-Purchase Counseling & Training

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Meetings with Tenant Association

Number of Attendees at TOPA Meetings

Number of TOPA Training Workshops to Tenants

Number of Attendees at TOPA Training Workshops

18. C16: TOPA Post-Purchase Counseling & Training

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Post Purchase Training Workshops

Number of Attendees at TOPA Post Purchase Workshops

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

19. C17: Tenant Counseling for HRA - Rental Accommodation Division

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

Number of Attendees at group training/coaching

20. Marketing & Outreach

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Housing Fairs

Other Tabling Events

Flyers Distributed

Social Media Posts (Facebook, LinkedIn, Instagram)

Mailings

Paid Advertising (display ads in print)

Other

Accomplishment Narrative

21. Staffing Information: Any changes (terminations or new hires) in staff members who are on the grant? Or in the Executive Leadership or Management Team? Number of HUD Certified Counselors (expressed as FTEs) on staff at the

end of this reporting period?

Maximum characters: 1000. You have 1000 characters left.

22. Who are the current Points of Contact and email for the following: 1) Executive Leader (NOTE: Executive leader is copied on all communication): 2) Grant/Fund Development: 3) Grant/Accounting: 4) Program Managers/Directors/Supervisors:

Maximum characters: 1000. You have 1000 characters left.

23. Please provide us with client success story/stories for this quarter by program. You may provide a link to an article that has been written for other purposes (newsletter, website, or newspaper article).
Redact (use a pseudonym) for any client name or other personal identifying information if you have not received a release.

Maximum characters: 3000. You have 3000 characters left.

24. Any good news to share? Any events and activities coming up? (e.g. obtained other grant funds to leverage DHCD grant, Open Houses, Presentations, Community Events, etc.)
Upload a calendar of upcoming program events (in-person or webinars).

Maximum characters: 3000. You have 3000 characters left.

25. Describe your organization's involvement in other projects or initiatives with other District agencies.

Maximum characters: 3000. You have 3000 characters left.

26. Describe your marketing and outreach during this period. What groups or areas did you market to, numbers, and in what way did you contact them (mail, event, email, personal, media, etc.)?

Maximum characters: 3000. You have 3000 characters left.

27. Describe any specific obstacles (if any) to your organization's program or service delivery during this period?

Maximum characters: 3000. You have 3000 characters left.

Documents Requested *	Required?	Uploaded Documents *	
ALL: Procurement Report, as applicable Download template: Procurement Report			Upload
ALL: Language Access for Outreach and Group Sessions Download template: Language Access for Outreach and Group Sessions	Required		Upload
ALL: Calendar of Next Quarter (3 months) of Orientations, Trainings, Workshops & 8-Hour Classes	Required		Upload
A-2 HBE 8-Hour Class Attendance Certificates Download template: A-2 HBE 8-Hour Class Attendance Certificates			Upload
A-3 Homebuyer Assistance Program Intake Download template: A-3 Homebuyer Assistance Program Intake			Upload
A-4 IZ Orientation Attendance Certificates Download template: A-4 IZ Orientation Attendance Certificates			Upload
B-11 SFRRP Intake Download template: B-11 SFRRP Intake			Upload
C-15 and C-16 TOPA Reporting Download template: C-15 and C-16 TOPA Reporting			Upload
C-17 Training for Tenants and Tenant Organizations Download template: C-17 Training for Tenants and Tenant Organizations			Upload

** ZoomGrants™ is not responsible for the content of uploaded documents.*

CDBG PUBLIC SERVICE* HOUSING COUNSELING (HC) PROGRAM

HEAD OF HOUSEHOLD DEMOGRAPHICS

IDIS Number	
Community Based Organization (CBO)	
National Objective/Matrix Code	
Project Analyst	
Proposed HOUSEHOLDS TO Serve	
Total HOUSEHOLDS Served	
Difference Used for CAPER Analysis	

Tip #1	Avoid Duplicative Reporting
Tip #2	Complete each cell; even if N/A (Not Applicable)
Tip #3	Do not complete Grayed-Out Cells
Tip #4	Based on HEAD of HOUSEHOLD
Tip # 5	Submit Quarterly
Tip #6	Public Service - HC that cannot show proof a home was purchased.
Tip # 7	OPM - Kelly Ann Morrow, DHCD Grant Management Officer, kelly-ann.morrow@dc.gov

HEAD OF HOUSEHOLD CHARACTERISTICS

Race/Ethnicity/Household Composition	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
White	0	0		0	0																					0	0	0
Black/African American	0	0		0	0																					0	0	0
Asian	0	0		0	0																					0	0	0
Native American/Alaskan Native				0	0																					0	0	0
Native Hawaiian/Other Pacific Islander				0	0																					0	0	0
Native American/Alaskan Native & White				0	0																					0	0	0
American Indian/Alaskan Native & White				0	0																					0	0	0
Asian & White				0	0																					0	0	0
Black/African American & White				0	0																					0	0	0
Native American/Alaskan Native & Black/African American				0	0																					0	0	0
Other Multi Racial				0	0																					0	0	0
Did Not Report				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Income Data (In accordance with HUD Part 5)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
Extremely Low 0-30%	0				0																					0	0	0
Low 31%-50%	0				0																					0	0	0
Moderate 51%-80%	0				0																					0	0	0
Non-Low/Moderate 81% - 110%					0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Additional Data (Does not apply to Single Family Residential Rehabilitation Program)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
With New or Continuing Access to Service or Benefit	0			0	0																					0	0	0
With Improved Access to Service or Benefit				0	0																					0	0	0
Received a Service or Benefit that is No Longer Substandard				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Language Access

The recent Executive Order of the President makes English the Official Language of the United States.

Grantees may translate forms, document, trainings into other languages as they deem appropriate for the benefit of clients.

Grantees may also make provision for clients to have access who are English Proficient/Non-English Proficient (LEP/NEP).

The Language Access line remains available to Grantees. OPM can provide the phone number.

Grantees are encouraged to report on a quarterly basis concerning language accommodation for clients.

Tracking includes:

- Language
- Use of interpreter, bi-lingual staff person or language access telephonic line
- Used on the group basis or individual and the number of each

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit D Method to determine Client Eligibility for Services

Method to determine Client Eligibility for Services:
By Household

DHCD will provide the spreadsheet to use for this Quarterly Report

If a grantee has two or three sources/uses of grant funds, a separate report is needed for each.

Sources/Uses includes

1. Public Services (PS),
2. Non-Public Services (NPS) and
3. NRSA Wards 7 & 8 PS & NPS.

For each the Household report includes:

Section 1

Grantees will provide the following information concerning race/ethnicity which shall be recorded by

- Ward,
- Head of Household,
- Tenant/Owner

White
Black/African American
Asian
Native American/Alaskan Native
Native Hawaiian/Other Pacific Islander
Native American/Alaskan Native & White
American Indian/Alaskan Native & White
Asian & White
Black/African American & White
Native American/Alaskan Native & Black/African American
Other Multi Racial
Did Not Report
TOTAL

Section 2

Also, each household shall be counted by income category using the CDBG income categories and dollar amounts. (See chart in this exhibit.)

Section 3

Lastly, each household shall be counted by CDNG service category.

With New or Continuing Access to Service or Benefit
With Improved Access to Service or Benefit
Received a Service or Benefit that is No Longer Substandard

The Number of Households in each of the above calculations be the same. That is, if 100 households are reported in Section 1, there must be 100 in reported also in Sections 2 and 3.

This procedures is repeated for:

- Non-Public Service Activities
- NRSA Wards 7 & 8 Public Service and Non-Public Service

INCOME LIMITS WITH UNCAPPED LIMITS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
U.S. Department of Housing and Urban Development (HUD) FY 2023
Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	**84,400**	**96,450**	**108,500**	**120,550**	**130,200**	**139,850**	**149,500**	**159,150**

	Median Income	**Family Four Low Income Limit**
DC	**$152,100**	**$95,300**

This grant will consider eligibility based on Household Beneficiary Data

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit E Budget Modification Form

BUDGET MODIFICATIONS

To request a Budget Modification, please reach out to your Point of Contact with Community Services to request the excel file.

The excel file should be returned to Community with the details (below) about your request. You may also send a PDF of the excel file in addition to the excel file itself. The excel is needed to upload to the database.

There should be a cover letter from the Executive Director requesting the modification as outlined in excel file attached. Only the Executive Director as a signatory to the Grant Agreement can request a Budget Modification.

The Excel file will guide you through the process.

The Excel template asks you for each line item in the A 3-2 (Personnel) to indicate the current budget and the requested budget modification for:

- Hourly rate
- Number of Hours to be charged to the Grant (total for the year)

Similarly for the A 3-1 the template asks the current Budget Amount for each line item and the requested modification amount for each line item in the A 3-1.

Each line item in the A 3-1 and A 3-2 must be included in the Modification.

The deadline to request a Budget Modification is June 1st of each year.

The Community Services team is available to provide technical assistance.

Cost Category	Current Budget	Increase (Decrease)	Requested Modificastion Amount
Personnel (Salary & Fringe)	$0.00	$0 00	$0.00
Credit Report	$0.00	$0 00	$0.00
Space	$0.00	$0 00	$0.00
Insurance	$0.00	$0 00	$0.00
Telephone	$0.00	$0 00	$0.00
Consumables	$0.00	$0 00	$0.00
Marketing & Outreach	$0.00	$0 00	$0.00
Training	$0.00	$0 00	$0.00
IT Services & Support	$0.00	$0 00	$0.00
	$0.00	$0 00	$0.00
	$0.00	$0 00	$0.00
	$0.00	$0 00	$0.00
Total Direct Cost	$0.00	$0.00	$0.00
Total Indirect Costs (De Minimis Cost Rate 15%)	$0.00		$0 00
Total Costs	$0.00	$0.00	$0 00

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit F Drug Free Workplace Certification

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Certifications Regarding
Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code. and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - lll, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. Debarment, Suspension, And Other Responsibility Matters (Direct Recipient)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

1. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F. for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020. Notice shall include the identification number(s) of each effected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted —

(1) Taking appropriate personnel action against such an employee, up to and incising termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (1), (c), (d), (e), and (f).

B. The applicant may insert in the space provided below the sites) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Drug-Free Workplace (Grantees who are Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, subpart F, for grantees as defined at 28 CFR Part 67; Sections 67 615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020.

As the duly authorized representative of the applications,
I hereby certify that the applicant will comply with the above certifications.

1. **Grantee Name and Address** Lydias House in Southeast 4101 Martin Luther king Jr. Ave, SW, Washington, DC 20032

2025-07 Housing Services — 52-1706529

2. **Application Number and/or Project Name** — 3. **Grantee IRS/Vendor Number**

Cliff Beckford Executive Director

4. **Typed Name and Title of Authorized Representative**

Cliff Beckford — 03/13/2025

5. **Signature** — 6. **Date**

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit G Service Area Eligibility

This grantee provides services to residents of all DC Wards and will focus on the neighborhoods in these corridors where DHCD has invested resources for housing development.

- 16th St NW Corridor near the intersection with Havard St NW (Columbia Heights) in Ward 1
- Georgia Ave and New Hampshire Ave NW Corridor (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- Rhode Island Ave and South Dakota Ave NE Corridor (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 5
- M and South Capitol Streets SW Corridor (Greenleaf/Waterfront) in Ward 6
- Benning Road and Florida Ave NE Corridor (NoMa/Ivy City/Trinidad) Ward 6
- Minnesota Ave and Benning Rd NE Corridor (Benning, Greenway) in Ward 7
- Pennsylvania Ave and Minnesota Aves SE Corridor (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- East Capitol and Benning Rd Corridor (Capital View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- Marion Barry Ave and Martin Luther King Aves SE Corridor (Historic Anacostia, Fairlawn Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- Marion Berry Ave and Alabama Aves Corridor (Skyland, Woodland, Garfield Heights) in Ward 8
- Martin Luther King Ave and Alabama Ave Corridor (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- South Capital St and Chesapeake Aves SE Corridor (Bellevue, Washington Highlands) in Ward 8

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit H Insurance Requirements

DHCD-BILL WINSTON-GRANT FOR VARIOUS COMMUNITY-BASED ORGANIZATIONS HOUSING COUNSELING AND SERVICES AF07082024

INSURANCE

A. GENERAL REQUIREMENTS. The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this grant, the types of insurance specified below. The Grantee shall submit a Certificate of Insurance to the Grant Administrator (GA) giving evidence of the required coverage prior to commencing performance under this grant. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the GA.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Grantee and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this grant, with the understanding that any affirmative obligation imposed upon the insured Grantee or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its subcontractors, and not the additional insured. The additional insured status under the Grantee's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the GA in writing. All of the Grantee's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Grantee or its subcontractors, or anyone for whom the Grantee or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the GA with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the GA in writing), covering liability for all ongoing and completed operations of the Grantee and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an

Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or it's equivalent) to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the GA in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee in connection with work under this agreement, with a minimum combined single limit of $1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Grantee shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Defense costs shall be in addition to and not erode the limits of liability
e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or it's equivalent)

3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

   Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   The Workers Compensation and Employers Liability shall be further endorsed to:
   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the GA of commercial umbrella or excess liability insurance with minimum limits of $5,000,000 per occurrence and $5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS
Any and all subcontractors engaged by Grantee for work under this agreement shall be required to have the same insured required of Grantee. Should the Grantee wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Grantee shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Grantee. In either instance, the Grantee must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

E. DURATION. The Grantee shall carry all required insurance until all grant work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this grant and two years for non-construction related grants.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the Grantee's liability under this grant.

G. CONTRACTOR'S PROPERTY. Grantee and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.

H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the grant price.

I. NOTIFICATION. The Grantee shall ensure that all policies provide that the GA shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Grantee no long complying with the above requirements. The Grantee shall provide the GA with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the GA with an updated Certificate of Insurance should its insurance coverages renew during the grant. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Grantee at least 30 days' notice of the change. Grantee must comply, at your expense, and deliver to the GA evidence of compliance before the change becomes effective.

J. CERTIFICATES OF INSURANCE. The Grantee must send to GA, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Grantee must also provide us with evidence of renewal before the expiration date of each insurance policy. Grantee is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . Certificates of insurance must reference the corresponding grant number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:
William Winston, Grant Administrator (DHCD)
1909 Martin Luther King Jr Av SE, Washington DC 20020
771-208-9628
Bill.winston@dc.gov

The GA may request and the Grantee shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Grantee expires prior to completion of the grant, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the GA prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the GA on an annual basis as the coverage is renewed (or replaced).

K. DISCLOSURE OF INFORMATION. The Grantee agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Grantee, its agents, employees, servants or subcontractors in the performance of this grant.

L. CARRIER RATINGS. All Grantee's and its subcontractors' insurance required in connection with this grant shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.

M. WARRANTIES. When applicable, the Grantee should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). GA should collect, review for accuracy, and maintain all warranties for goods and services.

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit I **Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures**

Mayor's Order 2023-131

GOVERNMENT OF THE DISTRICT OF COLUMBIA
ADMINISTRATIVE ISSUANCE SYSTEM

Mayor's Order 2023-131
October 31, 2023
SUBJECT: Updated District Government Sexual Harassment Policy, Guidance, and Procedures

ORIGINATING AGENCY: Office of the Mayor

By virtue of the authority vested in me as Mayor of the District of Columbia by sections 422(2), (3), and (11) of the District of Columbia Home Rule Act of 1973, 87 Stat. 790; Pub. L No. 93-198, D.C. Official Code §§ 1-204.22(2), (3), and (11), it is hereby **ORDERED** that:

I. PURPOSES AND BACKGROUND

This Order incorporates provisions of, updates, and supersedes Mayor's Order 2017-313, dated December 18, 2017, regarding sexual harassment in District of Columbia ("District") Government workplaces.

In addition to providing procedural updates to the District's sexual harassment policy, this Order establishes and directs the Sexual Harassment Task Force to further examine the District's sexual harassment policies and provide recommendations to further the goal of a harassment-free workplace; establishes obligations of District Government employees; adds Mayor's direct reports to those required to be referred for outside investigation of sexual harassment; and bans all sexual and romantic relationships between supervisors and the employees in their chain of command.

This Order reaffirms that the District Government does not tolerate any form of inappropriate workplace conduct including sexual harassment, nor does it tolerate sexual harassment in non-employment interactions between District Government employees and the public. Sexual harassment is recognized as one of the most unjust, demeaning, and demoralizing examples of workplace misconduct.

This Order also requires that employees be trained on sexual harassment every year and provides additional specificity as to the qualifications and role of Sexual Harassment Officers.

Further, this Order directs agency compliance with the Sexual Harassment Data Collection and Reporting Act of 2022, D.C. Law 24-171, D.C. Official Code § 1-546.01, and clarifies, consistent with the Human Rights Enhancement Amendment Act of 2022, D.C. Law 24-172, D.C. Official Code § 2-1402.11(c-2), the definition of sexual harassment.

II. INDIVIDUALS AND ENTITIES COVERED

A. Prohibitions and Protections

1. This Order is intended broadly to prohibit sexual harassment in all interactions with District Government employees and officials and persons acting on behalf of the District Government, and to facilitate speedy investigation and non-monetary remedial action including warnings to stop offensive behavior, additional training, reassignments, and personnel and contract actions.

2. The District of Columbia prohibits workplace sexual harassment by all District Government employees and officials. The prohibition applies to harassment of other employees and officials and to harassment of third parties

and members of the public interacting with the District Government, such as vendors, contractors, grantees, customers, clients, and other persons visiting or working at District Government worksites or service sites inside and outside District Government agencies.

3. Likewise, contractors and grantees carrying out work on behalf of the District Government shall not sexually harass colleagues who carry out work on behalf of the District Government; District Government employees; or customers, clients, or beneficiaries of the services the contractors and grantees provide on behalf of the District Government; and those clients, customers, beneficiaries, employees, and colleagues may file complaints that trigger sexual harassment investigations and possibly remedies. Remedies may include requiring the contractor or grantee to use alternate personnel to provide services, and other remedies available under the contract or grant agreements up to and including contract or grant termination or non-renewal of the grant or contract.

4. In addition, sexual harassment by District Government clients, customers, or visitors against District Government employees, contractors, or grantees, or other clients, customers, or visitors, at District Government worksites or service sites, is prohibited and complaints made against District Government employees who sexually harass contractors, grantees, agency clients, customers or visitors, upon investigation, may result in discipline of the employee and accommodations of the contractor, grantee, customer or visitor, such as having another government official assigned to the matter.

5. In the course of their duties as members of District of Columbia boards and commissions, board and commission members are bound by the prohibitions, procedures, and deadlines set forth in this Order.

6. Not every procedure set forth in this Order applies to persons not working for the District Government.

B. Scope

1. Laws prohibiting sexual harassment apply throughout the District Government. The agencies listed below should either use the training, procedures, information, and processes provided in this Order, or their own, similar ones. To the extent District law requires centralized reporting, the reporting requirements in this Order apply to all agencies.

2. Those agencies include the Office of the Attorney General, the Office of the Chief Financial Officer, the Board of Elections, the Zoning Commission, the Public Service Commission, the Commission on Arts and Humanities, the Washington Convention and Sports Authority (Events DC), the Board of Education, the University of the District of Columbia, the DC Public Library, the DC State Athletics Commission, the Public Charter School Board and public charter schools, the Office of the People's Counsel, the District of Columbia Water and Sewer Authority (DC Water), the Green Finance Authority, the Health Benefit Exchange Authority, the Not-for-Profit Hospital Corporation, the Contract Appeals Board, the DC Retirement Board, the Office of Employee Appeals, the DC National Guard, the Criminal Justice Coordinating Council, the Office of Police Complaints, the Corrections Information Council, and the Uniform Law Commission.

3. This Order does not apply to the Council of the District of Columbia, Advisory Neighborhood Commissions, or the DC Courts, and agencies and offices subordinate to them.

III. SEXUAL HARASSMENT

A. Through the Human Rights Enhancement Amendment Act of 2022, D.C. Law 24-172, effective September 21, 2022; D.C. Official Code § 2-1402.11(c-2), the Council has, in the employment context, expanded the definition of "harassment" and "sexual harassment" under the D.C. Human Rights Act to provide that sexual harassment includes conduct of a sexual nature, "whether direct or indirect, verbal or nonverbal, that unreasonably alters an individual's terms, conditions, or privileges of employment or has the purpose or effect of creating an intimidating, hostile, or offensive work environment."

B. In addition, sexual harassment includes "sexual advances, requests for sexual favors, or other conduct of a sexual nature where submission to the conduct is made either explicitly or implicitly a term or condition of employment or where submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual's employment." This is sometimes referred to as quid pro quo sexual harassment.

C. In determining whether sexual harassment has taken place, the D.C. Human Rights Act states that "conduct need not be severe or pervasive to constitute harassment" and that "no specific number of incidents or specific level of egregiousness is required."

D. Examples of conduct that can contribute to or constitute sexual harassment or an intimidating, hostile, or offensive work environment include:

1. Sex acts;

2. Display of sexual organs;

3. Using sexually oriented or sexually degrading language describing an individual or their body, clothing, hair, accessories, or sexual experiences;

4. Sexually offensive comments or off-color language, jokes, or innuendo that a reasonable person would consider to be of a sexual nature, or belittling or demeaning to an individual or a group's sex, sexual orientation, or gender identity;

5. "Sexting" or seeking or sending pictures of intimate body parts;

6. Taking or displaying pictures of body parts meant to be covered up (such as "upskirting" pictures);

7. Displaying or disseminating sexually suggestive objects, books, screensavers, magazines, photographs, music, cartoons, or computer internet sites or references;

8. Unnecessary and inappropriate touching or physical contact, such as intentional and repeated brushing against a colleague's body, touching or brushing a colleague's hair or clothing, massages, groping, patting, pinching, or hugging, that a reasonable person would consider to be of a sexual nature;

9. Leering, ogling, or making sexually suggestive gestures or sounds, such as whistling or kissing noises;

10. Making inquiries about someone's private sex life or describing one's own sex life;

11. Workplace sexual comments, conduct, displays and suggestions between two willing parties in the presence of another that are inconsistent with professional workplace norms;

12. Any unwanted repeated contact, including, but not limited to in-person, or telephonic, for romantic or sexual purposes;

13. Giving a preference to someone who is engaged in a dating, romantic, or sexual relationship based on the relationship to the disadvantage of someone who is not engaged in a dating, romantic, or sexual relationship; and

14. Sexual assault, stalking, trapping someone such that they are not free to leave and a sexual encounter is expected or threatened, threats of bodily harm relating to sex or the refusal to have sex, or other crimes related to acts of sexual harassment.

E. Further, the District may treat some conduct of a sexual nature as misconduct, even when it does not rise to the level of unlawful sexual harassment actionable under the D.C. Human Rights Act. As an example, an employee who tends to greet people with a hug may have been warned that the conduct was offensive to some employees and then hugs an employee whom they have not seen in many months. The conduct may not rise to the level of "unreasonably altering the individual's terms, conditions, or privileges of employment," but it could constitute misconduct since they had been warned that some employees associate hugging with unwanted sexual contact that is offensive in the work environment.

IV. DATING, ROMANTIC, AND SEXUAL RELATIONSHIPS IN THE WORKPLACE

A. Prohibitions

1. Prohibitions on certain dating, romantic, or sexual relationships in the workplace exist to prevent real or perceived impropriety, favoritism, conflicts of interest due to power dynamics, control of an employee's assignments and performance reviews, as well as to advance fairness for all other employees, contractors, grantees, and clients. Even consensual dating, romantic, or sexual relationships can generate allegations of favoritism based on sexual relationships or sexual harassment by one of the parties or a third party. Relationships, or aspects of relationships, that may be perceived as consensual by one party may be considered coerced or harassing by the other party due to power dynamics, and relationships that start consensually may evolve into sexual harassment.

2. Subject to the conditions and implementation procedures discussed in this Order, it is now the policy of the District Government that a dating, romantic, or sexual relationship between a supervisor and any employee in the chain of command they supervise – whether supervision is direct or indirect, operational or situational – is prohibited. Note that chain of command in this definition may span agencies or divisions within an agency.

3. In addition, District Government employees shall not initiate a dating, romantic, or sexual relationship with trainees, recruits, or interns, regardless of the employee's assignment in relation to the trainee, recruit, or intern if the employee is in the same agency as the trainee, recruit, or intern.

4. Further, this Order prohibits dating, romantic, and sexual relationships when they are prohibited by applicable professional or ethical standards, such as lawyer-client, doctor-patient, or social worker-client.

5. District Government employees shall not participate personally and substantially in particular matters that affect or could affect the financial interests of someone with whom they are in a dating, romantic, or sexual relationship, whether that person is an employee, grantee, contractor, or client of the agency.

B. Designation of Person or Committee to Resolve Issues Surrounding Workplace Relationships; Existing Relationships

1, By November 17, 2023, District Government agency directors shall designate their own agency human resources agency/officers, another appropriate officer, or an office or committee to receive disclosures of relationships and resolve workplace issues arising from any prohibited dating, romantic, or sexual relationship on a case-by-case basis consistent with this Order; absent such a designation, disclosures shall be made to the Director.

2. By December 8, 2023, existing relationships that fall within the prohibitions of this Order must be disclosed to the designee identified in subsection IV.B.1. of this Order, in the manner specified by their agency or on a form to be created by DCHR, whereupon the situation will be evaluated and a resolution determined.

3. Resolution may involve giving the employees a defined but reasonable time to find a new position where the relationship is not implicated by this Order; shifting reporting structures to take the relationship out of a prohibited status; or establishment of recusal structures when the employees do not work in the same agency or division but they heretofore were in situational or operational chains of command.

4. To the extent adjustments are made in work sites or shifts, reporting structures, job duties or any other factor for one or both of the persons in the relationship, agencies shall endeavor to afford such options on a voluntary basis for all concerned, particularly if an employee not involved in a prohibited relationship is affected by any proposed accommodation of the relationship.

5. If no satisfactory resolution of the prohibited relationship can be reached, the persons in a dating, romantic, or sexual relationship may request a waiver of the provisions of this Order. Waiver requests shall be submitted to the Mayor and shall be accompanied by a recommendation from the agency or agency designee. Waiver requests may include any information relevant to the determination and shall be on a form to be created by the Department of Human Resources ("DCHR").

6. Agencies may make reasonable efforts to assist with a transfer or reassignment, without prejudicing either employee (or any other employee), but it is not the responsibility of the personnel authority or the agency to restructure their agency operations or find a new position for someone in the relationship. No agency is required to grant a request or application for a transfer.

7. Agencies may promulgate regulations or policies consistent with this Order to effect its implementation and to provide consistent treatment for employees facing this situation, though each relationship may pose unique issues. Agencies may also issue rules explaining in more detail for their agencies' employees and contractors how terms such as "dating," "chain of command" and "trainee" are to be interpreted considering their agency's operations. Agencies may prohibit dating, romantic, or sexual relationships with their own clients or clients of the agency or a subset of the agency, as the agency deems appropriate to prevent factual or perceived impropriety or favoritism. For instance, an agency with both social workers and non-licensed employees providing case work to agency clients could extend the ban on dating and sexual relationships with clients to their non-licensed employees, to hold them to the same professional standards as their licensed colleagues.

8. By December 12, 2023, agencies shall report the number of disclosed relationships to the Mayor's Office of Legal Counsel ("MOLC") and the contact information of the person handling requests for accommodation, for consideration by the Sexual Harassment Taskforce.

C. Disclosure of Relationships

1. In addition to the disclosures of existing relationships required by Section IV.B., if by promotion or agency reorganization or other circumstance, two employees in a dating, romantic, or sexual relationship would fall into a prohibited relationship status, their relationship must be disclosed as soon as the possibility of falling into prohibited status is realized by either person in the relationship.

2. If there is a reasonable likelihood that someone would raise a credible charge that there was or could be preferential treatment based on a dating, romantic, or sexual relationship that is not in a chain of command, then the employees involved in the dating, romantic, or sexual relationship must also report their relationship to the person or office designated pursuant to Section IV.B. Such reporting is necessary for consideration of whether additional safeguards are necessary and whether the prohibition on relationships based on situational supervision is implicated.

D. New Relationships

Generally, if two persons in a chain of command wish to begin a dating, romantic, or sexual relationship with each other, one party to the relationship should apply for a transfer or otherwise seek employment that eliminates the supervisory relationship before the relationship begins so that no prohibited relationship commences. For example, a supervisor may be transferred to another supervisory role so that they are not in the chain of command with the other person.

E. Conduct

1. District Government employees in a dating, romantic, or sexual relationship with another District Government employee, or client/customer of their agency, or grantee or contractor of their agency, shall conduct themselves in an appropriate manner while on duty and shall not engage in behavior that detracts from a professional work environment.

2. Any sexual activity at work sites or during an employee's working hours, regardless of location, is prohibited.

F. Violations

A violation of a provision of this Order regarding dating, romantic, or sexual relationships may not constitute sexual harassment as defined above, but an employee who engages in a prohibited relationship under Section IV.A. of this

Order or fails to disclose a relationship that is required to be disclosed shall be subject to appropriate personnel action, up to and including termination.

G. Legal Representation

If legal action is commenced against the District of Columbia and/or a supervisor who engaged in a dating, romantic, or sexual relationship with an employee, or a person engaged in a potentially-conflictual relationship, the existence of the sexual or romantic relationship will be a factor in the District of Columbia's decision to provide legal representation to the supervisor or the employee(s) engaged in a relationship.

V. PROCEDURES FOR STOPPING SEXUAL HARASSMENT; REPORTING AND INVESTIGATING SEXUAL HARASSMENT CLAIMS

A. Employee Obligations

1. District Government employees are bound by the principles set forth in the Code of Conduct at 6B DCMR §§ 1800.2–1800.4 and are expected to act at all times in a manner reflecting their roles as public servants. Depending on an employee's role in the District Government, the obligations regarding the prevention of sexual harassment may differ. "Employees" for the purpose of this Order include contractors engaged by the District Government performing work on behalf of the District similar to that as its employees, such as at District worksites.

2. All employees are obligated to:

a. Refrain from engaging in behavior that constitutes sexually harassing conduct;

b. Refrain from initiating or conducting a prohibited dating, romantic, or sexual relationship as described in Section IV.A. of this Order;

c. Disclose their own dating, romantic, or sexual relationships with other employees if required in Section IV.D. of this Order;

d. Affirm their agreement to comply with this Order;

e. Complete annual sexual harassment training;

f. Cooperate fully in any inquiry or investigation into an alleged violation of this Order; and

g. Refrain from any behavior that may call into question the impartial and harassment-free provision of services to constituents, agency clients or customers, contractors, or grantees.

3. Supervisors should take particular care to avoid conduct that could lead to allegations of sexual harassment, considering time, place, and situations of interactions with employees.

B. Employee Communication

1. To avail themselves of the procedures and protections of this Order, when a District Government employee finds conduct unwelcome, intimidating, or offensive, they may: (a) tell the person who is engaging in offensive or inappropriate sexual conduct to stop and that such conduct is unwelcome; or (b) ask the employee's supervisor, General Counsel, or Sexual Harassment Officer to advise the person that the conduct is offensive and unwelcome; or (c) proceed immediately to file a complaint of sexual harassment under this Order.

2. Employees and others engaged in intervention are encouraged to document all intervention efforts or requests to cease reported inappropriate sexual conduct, including conversations, texts, or email exchanges.

C. Reporting Allegations of Inappropriate Conduct of a Sexual Nature or Sexual Harassment

1. All District Government employees are encouraged to help ensure that District Government workplaces are free of sexual harassment. Employees who know of incidents of inappropriate conduct of a sexual nature, as well as behavior that may create an intimidating, hostile, or offensive work environment, or who are victims of inappropriate conduct of a sexual nature, should report the inappropriate conduct.

2. Employees may report to the Sexual Harassment Officer ("SHO") of their agency or any other agency, or the supervisor or manager of the employee engaging in inappropriate conduct, to their own supervisor, or to the agency General Counsel. Contractors, grantees, and customers of agencies may report allegations of inappropriate conduct of a sexual nature to the SHO of the relevant agency or any other agency, the relevant agency's General Counsel, the supervisor of the employee who engaged in the alleged inappropriate conduct, or their grant or contract administrator.

3. Allegations of sexual harassment against the Mayor, City Administrator, Mayor's Chief of Staff, Mayor's Senior Advisor, Director of the MOLC, any Deputy Mayor, or any official who directly reports to the Mayor, shall be referred to the Inspector General to determine if the allegation is credible, in which case it shall be referred for independent investigation. Such investigations shall be carried out by an entity outside the District Government and those reports shall be provided to MOLC (or the City Administrator if the allegation is against the Director of the MOLC) and the Inspector General.

D. Agency Responsibilities

1. Sexual Harassment Officers ("SHOs") and Investigations

a. Each Deputy Mayor's Office and each agency shall designate a primary SHO and an alternate SHO and shall update the designations, as needed, on an ongoing basis. Each agency shall provide the names of its SHOs to DCHR, and DCHR shall maintain a current District-wide list of agency SHOs. Further, pursuant to D.C. Official Code § 1-546.01(2), SHOs shall be registered with the Office of Human Rights ("OHR").

b. SHOs shall be trained and qualified to serve. To be qualified to serve as a SHO, individuals must have taken and continue to take annual training provided by DCHR and OHR. SHOs may but are not required to be an agency's Equal Employment Opportunity ("EEO") officer, or human resources manager; they must be competent in EEO laws and be designated by the agency to accept sexual harassment complaints and to review and investigate claims. SHOs need not be attorneys.

c. The primary and alternate SHOs for a smaller agency may be employees of another agency (i.e., the SHO of a larger agency may serve as the SHO for a smaller agency). An agency of any size may also obtain assistance from another agency's SHO in handling a particular investigation, including having another agency's SHO carry out an investigation, where there is a possibility of the appearance of a conflict of interest, or for administrative convenience. For the purposes of this Order, a smaller agency availing itself of this option will still be referred to as the "agency."

d. A person seeking to report a violation of this Order may file with any agency SHO, not solely the SHO at their agency or the agency at which the alleged sexual harassment occurred. Persons filing complaints, however, are not entitled to have the investigation conducted by the person of their choosing.

e. If a complaint is reported to someone other than the SHO, the person receiving the complaint must notify the agency SHO, unless giving notice would raise conflict of interest concerns, in which case the person must notify the agency General Counsel.

f. Unless the complaint is against the agency General Counsel, the SHO shall immediately notify the agency's General Counsel of the complaint, and the General Counsel shall thereafter notify the Mayor's Office of Legal Counsel ("MOLC"). The SHO may consult with the agency's General Counsel, or the General Counsel's designee, for legal guidance on conducting the investigation and shall notify the General Counsel of any issue that may require higher-level support. If the complaint is against the General Counsel, the SHO shall notify the MOLC directly.

g. SHOs should review DCHR's SHO training materials before initiating an investigation. DCHR has training materials on duties to inform the bargaining unit, the right to union representation during investigatory questioning, assessing credibility, unconscious bias, conducting interviews, gathering evidence, protecting confidentiality, preservation of evidence, when to stop an investigation and refer a matter for criminal investigation and more.

h. The primary function of a SHO is to accept complaints alleging violations of this Order and to gather, investigate and review the factual basis of the claim(s). SHOs may corroborate or refute factual allegations; SHOs may provide impressions and evidence regarding the credibility of witnesses. They weigh such evidence and may take into account their impressions of the credibility of witnesses. Ultimately, SHOs make and submit to the appropriate agency Director recommended determinations of whether the allegations are substantiated or are not substantiated. They are not to make legal conclusions about whether sexual harassment occurred.

i. Investigations of allegations of inappropriate conduct of a sexual nature shall be conducted, and the associated investigation report completed, as soon as practicable, within sixty (60) days after the filing of the report of the alleged sexual harassment, absent unusual circumstances.

j. The investigative report shall include a description of the allegations, a description of the SHO's investigation, a description of the evidence adduced by the SHO, and the SHO's recommended determination as to whether the allegations were substantiated. The SHO shall transmit the report to the Director or agency Director's designee and General Counsel of the agency where the alleged harasser is employed.

2. Interim Remedial Actions

a. Pending the completion of the SHO investigation and report, the issuance of the agency report, and the imposition of any disciplinary action, and to protect the rights of the alleged victim as well as the alleged harasser, the agency may take temporary personnel actions that do not result in any adverse employment action to either party.

b. When an agency becomes aware of an allegation of misconduct of a sexual nature, the agency shall notify the alleged harasser of the reported behavior and may demand that the alleged behavior cease immediately and not be repeated.

c. The agency shall take such other remedial steps as it deems appropriate to mitigate the possibility of the alleged harassing conduct continuing.

d. Interim remedial actions are administrative rather than disciplinary and may include, but are not limited to, transfers, reassignment of duty station, changed shifts, duties or reporting requirements, mandatory administrative leave with pay, or other appropriate measures that do not result in reduction of pay, demotion in title or responsibility, or other loss of employee benefits. In general, the agency should avoid moving the alleged victim or changing the alleged victim's shift, or taking similar action affecting the alleged victim, unless the alleged victim requests the action; if the agency takes such an action absent a request from the alleged victim, the agency should make clear to the alleged victim that the action is being taken in pursuit of an effective and prompt stop to any alleged harassment, and not in retaliation for reporting the alleged harassment.

e. Personnel authorities are encouraged to find alternative, reasonably comparable placement during the pendency of an investigation for the accuser or accused in lieu of administrative leave with pay, where possible and if consistent with any collective bargaining agreements.

3. Post-SHO Investigation Agency Actions

a. The agency Director or agency Director's designee may reject a SHO report and return it to the SHO for further investigation, information, documentation, or analysis if the agency Director or designee

considers the report to be incomplete, inadequate, or otherwise unacceptable.

b. If the report is not rejected, the agency Director, or the agency Director's designee, within fourteen (14) days of receiving the SHO's report, shall issue an agency report that accepts, modifies, or rejects the SHO's findings and substantiation recommendations, describes the rationale for any such modifications or rejections, and makes conclusions as to whether the substantiated allegations constitute a violation of this Order. The SHO report shall be included as an attachment to the agency Director or designee's report. The agency Director or designee shall consult with the agency's General Counsel during the preparation of the report regarding relevant legal standards or other legal issues.

c. If the report determines that a violation of this Order has occurred, the report shall be submitted to the agency's human resource officer for appropriate disciplinary action, up to and including termination. The agency shall require that any employee found to have violated this Order whose employment is not terminated must attend mandatory sexual harassment training within sixty (60) days after the issuance of the agency report.

d. The agency must provide the employee and the alleged harasser with a summary written notification of its findings and conclusions (final agency decision) after the sixty (60) day period and shall convey the same to MOLC within five (5) days after it is issued. The notice shall include a description of each allegation and the agency's determination as to whether the allegations were substantiated or were unsubstantiated. Such notice shall not include summaries of witness interviews, credibility determinations, or legal analysis; the notice is a simple recitation of the allegations and the determination as to whether the allegations were substantiated or were unsubstantiated.

e. Any conclusion in the SHO or Director's report that a violation of this Order occurred does not constitute a final legal conclusion that sexual harassment under the D.C. Human Rights Act or federal law occurred. Conversely, a finding that was not substantiated is not a legal conclusion that no violation of the D.C. Human Rights Act or federal law occurred.

f. Consistent with norms regarding the privacy of personnel actions, the complaining party shall not be informed of any disciplinary actions against the alleged harasser.

g. Regardless of whether a complaint has been substantiated, relevant staff, including the General Counsel, are authorized to work together to advise the Director or deciding official as to whether to recommend or implement personnel actions or management procedures to reduce the possibility of reoccurrence of any inappropriate behavior or behavior that poses risks for the District. Any meetings among the General Counsel, human resources staff, and agency management shall endeavor to preserve the confidentiality of the complaint generating the meeting or consultation to the greatest extent possible.

4. Communicating the Order: Orientation, Pledges, Training, and Notifications

a. The personnel authority shall circulate this Order to all new hires during their orientation, shall give each new hire time to read a summary of the Order during orientation, and shall obtain a signed verification that the new employee has read the summary and pledges not to engage in sexual harassment or any other conduct that violates the rules prohibiting sexually harassing behavior, certain dating, romantic, or sexual relationships, and requiring disclosure of certain relationships. Agencies with supplemental orders relating to sexual harassment shall provide those orders, too, to onboarding employees.

b. When individual contractors are working inside an agency in a manner akin to a District Government employee, the agency or the supervising contractor shall obtain signatures from individuals during onboarding orientations affirming their agreement to abide by this Order.

c. New employees shall take a course on sexual harassment as part of the on-boarding process and in no event more than fourteen (14) days after being on-boarded. Agencies shall by December 11, 2023

circulate this Order to all current employees.

d. Agencies shall follow up to provide delivery to difficult-to-reach employees, including employees on leave and work-related travel. Agencies are responsible for confirming that each employee has received this Order by email, verification through Peoplesoft, or return of a signed copy.

e. By December 11, 2023, each agency shall email the names of the agency's primary and alternate SHOs to all its employees and shall send reminders or updates of who the agency's SHOs are at least annually to agency employees.

f. Each agency shall prominently post notices in conspicuous locations accessible and used by a substantial number of agency employees, identifying the agency SHO and Alternate SHO, how to report sexual harassment, and that sexual harassment investigations are to be kept confidential to the greatest possible extent consistent with their investigation and resolution. Agencies shall post the notices no later than thirty (30) days after receipt of the template notice from the Office of Human Rights required by Section V.K. of this Order.

g. Agencies shall take a digital photograph of each posting and transmit it to the SHO program coordinator at DCHR with a description of the location at the time of each posting.

h. Individuals and entities entering into contract or grant agreements with the District Government must affirm that they will abide by the D.C. Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR § 1100 et seq.

i. District agencies drafting contracts and grants shall require such affirmations as part of the contract or grant agreement.

E. Employee Responsibility to Participate in Agency Investigations

1. District Government employees are required to cooperate fully in a SHO or independent investigation of a workplace sexual harassment complaint.

2. If an employee who alleges sexual harassment or is believed to have been the victim of sexual harassment declines to assist and/or participate in the investigation of the allegation, or requests the agency not conduct an investigation, the agency may on its own initiative investigate or refer the matter for investigation.

3. Employees who were not themselves victimized, who, after a direct request by the SHO or other investigator, decline to participate in a sexual harassment investigation, may be subject to disciplinary action.

4. Any consideration of whether to recommend disciplinary action for failure to cooperate in an investigation on the part of an alleged victim requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

F. Discipline for Making False Statements or Representations

1. Making materially false statements, and misrepresentation, falsification or concealment of material facts or records in an investigation of allegations of sexual harassment is conduct warranting disciplinary action, up to and including termination.

2. Consideration of whether to recommend disciplinary action against an employee who is also the alleged victim of sexual harassment requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

G. Discipline after a Finding of Sexual Misconduct or Harassment

The agency shall recommend appropriate disciplinary action, such as described in Section 1607.2(k) of the District Personnel Manual, 6B DCMR § 1607.2(k), up to and including termination of any employee found to have engaged

in sexual misconduct or sexual harassment as defined in Section III of this Order.

H. Rights of the Alleged Harasser

Persons accused of sexual harassment deserve the full protections afforded to them under the law in administrative matters, including, but not limited to, the right to respond to allegations of sexual harassment; to counsel and representation, including a union representative or other representative of their choosing, and including the presumption of innocence, unless and until there is a finding of harassment after an investigation by the agency or where appropriate, OHR. The right to counsel does not include the right to have counsel paid for by the government.

I. DCHR Responsibilities

1. DCHR shall quarterly reach out to all designated primary and alternate SHOs to confirm that they continue to serve in those roles. If DCHR is unable to reach a designated SHO or to confirm that the individual still serves as the agency's primary or alternate SHO, DCHR shall work with the agency to identify a new primary or alternate SHO for the agency. DCHR shall post a list of agency SHOs on its website and update it as necessary.

2. DCHR shall develop reporting forms for disclosure of dating, romantic, and sexual relationships and for applications for waivers of the prohibition on relationships in the chain of command.

3. DCHR shall work with agencies to verify that all employees have completed the annual training on sexual harassment required by Section V.A.1.e. of this Order.

4. DCHR, working with the Office of the Chief Technology Officer, shall create a means through Peoplesoft for employees to acknowledge their receipt of the Order and agreement to comply with its provisions.

5. DCHR, in consultation with OHR, shall review, update, and provide training materials for agency SHOs, including training on investigative techniques.

6. DCHR shall establish qualification standards for SHOs and verify each SHO's qualification to serve as a SHO.

7. DCHR, in consultation with OHR and the Sexual Harassment Task Force, shall create and disseminate training and collateral materials on this Order, the sexual harassment provisions of the D.C. Human Rights Act, and other sexual harassment law and policy, to all agencies under the direct authority of the Mayor and to such independent agencies as may request access to DCHR materials. The training and collateral materials should be tailored to employees in various roles, such as senior officials, managers, attorneys, human resources personnel, and new or existing employees, and should take into account that many District Government employees work primarily in the community and may not have regular access to computer-based training modules.

J. Office of Human Rights (OHR)

1. OHR shall develop training for EEO officers on the standards of the D.C. Human Rights Act, including the changes made by the Human Rights Enhancement Amendment Act of 2022.

2. OHR shall provide consultative services to DCHR and the Sexual Harassment Task Force in creating and disseminating training and collateral materials on this Order, the sexual harassment provisions of the D.C. Human Rights Act, and other sexual harassment law and policy, to all agencies.

3. OHR shall provide a template notice to agencies for agencies to post where the agencies can fill in the name of their SHO and alternate SHO and providing basic information on the prohibition against sexual harassment, how to report, and confidentiality, pursuant to Section V.E.4.d. of this Order.

VI. PROHIBITION AGAINST RETALIATION

A. Retaliation Prohibited

Retaliating against a District Government employee for reporting or filing a claim of sexual harassment, assisting another person in reporting or asserting a claim of sexual harassment, opposing sexual harassment, acting as a witness in a sexual harassment investigation, refusing to follow orders that would result in sexual harassment, intervening to protect others from sexual harassment or advances, or challenging an allegation of sexual harassment, is strictly prohibited. Employees shall not be penalized as a result of their assertion of their rights under the D.C. Human Rights Act or providing truthful information in connection with an investigation (whether on behalf of a complainant or a respondent). Retaliatory behavior may include, but is not limited to, unwarranted reprimands, unfairly downgrading personnel evaluations, transfers to less desirable positions, verbal, or physical abuse, and altered and more inconvenient work schedules. Employees found to have engaged in retaliatory behavior shall be recommended for appropriate disciplinary action, up to and including termination.

B. Process for Alleging Retaliation

Claims of retaliation are generally beyond the scope of the investigatory authority of agency SHOs because SHOs may not be trained in assessing the legality or validity of managerial decisions such as evaluations and assignments and investigations into retaliation would be difficult to conduct in the rapid timeframe set forth in this Order. Employees who believe they have been retaliated against must file a complaint with an EEO Counselor within one hundred and eighty (180) days of the alleged retaliation and subsequently file a complaint with OHR within fifteen (15) days of receipt of the Exit Letter if the employee is not satisfied with the outcome of EEO counseling.

VII. LIMITS

Lodging a complaint regarding sexual harassment does not shield an employee from all discipline or discharge. Agencies may discipline or separate a complainant if the agency is motivated by non-retaliatory and non-discriminatory reasons that would otherwise result in such discipline or separation.

VIII. CONFIDENTIALITY

A. Protecting confidentiality is critical to encouraging victims of sexual harassment to come forth and share their stories. It encourages witness cooperation and protects the reputations of those involved. For those reasons, SHO investigations should be kept confidential.

B. Confidentiality is not absolute. SHOs must disclose information to the alleged harasser for the alleged harasser to have a full and fair opportunity to respond. SHOs may have to disclose information to witnesses to gather more information from them. SHOs must keep agency General Counsels updated for reporting purposes and for investigation support purposes. SHOs also may have to disclose criminal conduct or threats to law enforcement. SHOs should not make pledges of total confidentiality.

C. Investigative reports are confidential, highly private, and deliberative and shall not be released without a court order. Neither the complainant nor the alleged harasser shall be provided with a copy of the investigative report.

D. SHOs, the agency, and MOLC shall take all reasonable steps to ensure that no information contained in the complaint file is disseminated except in furtherance of the investigation; for entry into E-risk or another risk management system; to assist in resolution of the allegations; as necessary for execution of any consequences stemming from the investigation; when lawfully released; or when required by court order.

IX. TIMELY FILING AND STATUTE OF LIMITATIONS

Complaints of sexual harassment shall be reported as promptly as possible. Agencies should investigate alleged acts of sexual harassment beyond the legal statute of limitations, or deadlines otherwise provided by regulation or collective bargaining agreement, taking into consideration the sensitive nature of the alleged offense, the pressure the complainant may have felt not to report the conduct, when the victim became aware of behavior that was not immediately apparent, or a pattern of harassing behavior that developed over time. Some remedies or sanctions may be unavailable due to delays in filing, but even delayed investigations may yield information to the agency in its ongoing efforts to prevent and remediate sexual harassment or may add to the credibility of similar, future allegations should a pattern emerge of allegations against a particular person or practice.

X. RECORDS

A. Agencies shall maintain records of complaints and investigations conducted for three (3) years from the date of the complaint.

B. For each fiscal year, each agency shall track how many complaints of sexual harassment were made by the agency's employees; were made about its agency employees by customers/clients of the agency; grantees or contractors of the agency, and how many complaints were made of sexual harassment of the agency's employees by customers/clients, grantees or contractors, or members of the public during the agency's duties.

C. In addition to the number of complaints, agencies shall track how many matters were investigated; were resolved by mediation; were substantiated; were deemed unsubstantiated; resulted in administrative or disciplinary action against one or more individuals determined to have violated this Order or sexually harassed the complainant; have resulted in legal action; have resulted in a settlement (including the amount of any financial settlement); and how many are pending. Pursuant to the Sexual Harassment Data Collection Act, annual fiscal year data required to be produced under D.C. Official Code § 1-546.02 shall be transmitted to the Office of Human Rights on or before October 15 of each year.

D. Centralized reporting, however, should be ongoing, and agencies are directed to submit such interim, monthly, or quarterly reports as may be requested by DCHR, the MOLC, OHR, or the Sexual Harassment Task Force, and to enter incidents into E-Risk as directed.

E. Any warnings to an employee(s) to halt a particular type of behavior – whether generally or as to a particular employee(s) – shall be recorded and transmitted to the agency's human resource office and to the Mayor's Office of Legal Counsel. In the context of addressing complaints of sexual harassment, any other interventions made for an employee, customer/client, grantee or contractor shall also be recorded, whether or not they arose from an informal counseling session, a complaint of sexual harassment, a complaint regarding behavior in a dating, romantic, or sexual relationship, anonymous report, or any other means.

XI. CONCURRENT REMEDIES AND JURISDICTION

A. Non-Exclusivity of Remedies

This policy is intended to supplement or be an alternative to other processes that allow persons to complain of sexual harassment. The procedures established by this Order are separate and distinct from other options persons with grievances relating to sexual harassment may have, through the Office of Human Rights, the Equal Employment Opportunity Commission, any grievance procedure available under their collective bargaining agreement, ethics complaint and investigation processes administered by the Board of Ethics and Government Accountability, or any other statutory or regulatory complaint process. Filing a complaint under this Order does not stay or delay any filing deadlines in any other forum.

B. Filing a Formal Complaint with the Office of Human Rights

In addition to pursuing action within the agency, an alleged victim of sexual harassment, or a person acting on the victim's behalf with or without the victim's consent, may report a sexual harassment claim within one year of the alleged harassment or its discovery to OHR using its Intake Questionnaire Form. EEO counseling is not required prior to the filing of a complaint with OHR.

C. Filing a Complaint with the Equal Employment Opportunity Commission

Some complaints may fall within the jurisdiction of the federal Equal Employment Opportunity Commission.

D. Relationship and Remedies under Negotiated Grievance Claims

Filing a report or complaint under this policy does not satisfy the requirements for filing a negotiated grievance and obtaining remedies under a collective bargaining agreement, nor does the complaint under this Order delay the

time limits for initiating such a procedure. To pursue a negotiated grievance claim, the employee should file a grievance in accordance with the provisions of the applicable collective bargaining agreement.

E. Criminal Remedies and Referrals

1. Where there is an allegation of criminal misconduct, including for example, sexual assault, kidnapping, stalking, or a threat to do bodily harm, the agency may, after consulting its General Counsel, place the victim and/or the alleged harasser on administrative leave with pay pending final administrative resolution of the complaint or any criminal proceeding.

2. The complainant at his or her choice may report the alleged criminal violation to a law enforcement agency, including the Metropolitan Police Department ("MPD"). Where a criminal violation occurred, the agency shall recommend discipline of the perpetrator up to, and including, termination.

3. While it is generally the alleged victim's decision to report sexual harassment offenses for possible criminal prosecution, if during an investigation the agency uncovers evidence of ongoing crimes (such as sexual extortion of beneficiaries of government services) or criminal activity collateral to or extending beyond the reported allegations of sexual harassment, such as gun-related offenses, the agency shall notify law enforcement.

F. Crime Victim Hotline

The agency shall also remind complainants of sexual assault or other possible crimes of the existence of the DC Victim Hotline. The hotline, 1-844-443-5732, is available 24/7 by telephone, text, or online chat to seamlessly connect victims of crime to free resources to help them navigate the physical, financial, legal, and emotional repercussions of crime. Through the hotline, victims may be matched with an advocate who can help them decide whether to pursue a matter through the criminal justice process.

G. Courts of Law

This Mayor's Order is directed towards preventing and remedying sexual harassment in District Government operations and it does not preclude complainants from obtaining counsel and pursuing any remedies they may have in courts of law. The options discussed in this Order do not constitute legal advice; deadlines for filing, procedures, and substantive offenses or remedies may change over time.

XII. APPLICABILITY OF PERSONNEL RULES

Any proposed personnel action instituted under this Order is subject to the regulations set forth in the District of Columbia Personnel Manual at Title 6B of the District of Columbia Municipal Regulations.

XIII. SEXUAL HARASSMENT TASK FORCE

A. There is hereby established the Sexual Harassment Task Force as an internal task force comprised of representatives of the Office of Human Rights, the Mayor's Office of General Counsel, the Department of Human Resources, the Assistant City Administrator, and the Mayor's Office of Legal Counsel, as designated by the head of each office, and such other individuals as these members may invite to serve as additional members of the task force. The task force shall meet from time to time to develop and advise on trainings, make recommendations about needed policies, review draft regulations, and otherwise take action or recommend measures to fulfill the intent of this Order: including to reduce the incidence of sexual harassment, train employees on what to do when faced with inappropriate workplace conduct, including harassment, and provide additional, effective procedures for addressing inappropriate conduct of a sexual nature. The task force may invite experts and other individuals to participate in the meetings and deliberations of the task force.

B. The Sexual Harassment Task Force shall, no later than May 1, 2024, make recommendations in the following areas and shall provide such recommendations to the appropriate agencies with authority to carry out the

recommendations or make final decisions regarding them. The recommendations need not be in the form of a report and may remain deliberative discussion items until finalized and accepted:

1. Communications to District Government employees about the District's sexual harassment policies;

2. Updates to required trainings for SHOs and agency General Counsels;

3. Recommendations for building a workplace free from sexual harassment;

4. Any recommended adjustments to prohibitions and disclosures regarding dating, romantic, and sexual relationships; and

5. The performance and progress by the agencies named in this Order in completing the responsibilities assigned to them.

XIV. SUPERSESSION

This Order supersedes Mayor's Order 2017-313 and any other provision of a previous Mayor's Order or practice pursuant to that Mayor's Order, to the extent of any inconsistency.

XV. EFFECTIVE DATE: This Order shall become effective November 10, 2023.

_____

MURIEL BOWSER

MAYOR

ATTEST: _____

KIMBERLY A. BASSETT

SECRETARY OF STATE OF THE DISTRICT OF COLUMBIA

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director		10/9/2025
2. Chris Earley, Deputy Director	CEE	10/8/25
3. Julia Wiley, General Counsel		10/6/25
4. Bill Winston, Associate Director of Community Services	WW	9/30/2025
5. Ernest Merchant, Program Analyst		9/30/25
6.		

SUBJECT: LEDC - Housing Services

Director's Comments:

Action

APPROVAL	CIRCULATE	CORRECTION	FILE	FYI	INVITATION	MEETING	SIGNATURE
☒	☐	☐	☐	☐	☐	☐	☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Latino Economic Development Corporation of Washington DC- NBAP FY26

Housing Services $800,000.00 Grant 2025-05

Originating Office

FROM: E. Merchant	TELEPHONE NUMBER:
DATE: 9/30/25	DUE DATE:

OFFICE OF THE DIRECTOR
OCT 9 '25 AM 3:12

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE:

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

DCT 09 2025

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Ernest Merchant
Program Analyst

Date: September 30, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	Latino Economic Development Corporation
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$800,000.00**
ATTACHMENTS:	**FY25 Executed Grant Agreement #2025-05** **FY26 Grant Modification Agreement #2025-05** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-05
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

MODIFICATION OF GRANT AGREEMENT
BY AND BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
AND
LATINO ECONOMIC DEVELOPMENT CORPORATION OF WASHINGTON, D C

This Modification of Grant Agreement (the **"Modification"**) is entered into as of the 9 day of October 2025, (**"Effective Date"**), by and between the **District of Columbia**, a municipal corporation (hereinafter sometimes referred to as the **"District"**), acting by and through the District of Columbia Department of Housing and Community Development (hereinafter referred to as the **"Grantor"** or **"DHCD"**), and **Latino Economic Development Corporation of Washington, D C** [Entity Identifier TMC6R8ADXEJ5], a non-profit corporation organized and existing under the laws of the District of Columbia, (hereinafter sometimes referred to as the **"Grantee"**) with its principal place of business at 1401 Columbia Rd NW, Washington, DC 20009. The Grantor and Grantee shall be together referred to as the "Parties."

RECITALS:

1. DHCD, with offices at 1909 Martin Luther King, Jr. Avenue, SE, Washington, DC, 20020, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program pursuant to the District of Columbia Community Development Act of 1975 (D.C. Official Code § 6-1001 *et seq.*) and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Parties entered into a Grant Agreement (DHCD Contract No. 2025-05) **("Grant Agreement or "Agreement")** effective on February 1, 2025, that memorialized a funding award to Grantee derived from the District's Community Development Block Grant Program ("CDBG") Grant allocation for the purpose of providing a range of HUD housing counseling services that benefit low and moderate-income persons in the District of Columbia for the period from February 1, 2025 through December 31, 2025. (**"Grant Term"**). The Grant Agreement is attached hereto as ***Exhibit A*** and incorporated herein.

3. Section III.C. of the Grant Agreement included an erroneous statement regarding immigration status of Grant services beneficiaries.

4. Pursuant to Section XXII. of the Agreement, the Parties desire to amend the Agreement to correct that erroneous statement and for other purposes.

NOW, THEREFORE, in consideration of the mutual agreements of the Parties set forth herein, the Parties hereby agree as follows:

1. The above recitals are hereby incorporated and made a part of this Amendment.

2. Capitalized terms used in this Amendment that are not defined herein shall have the meanings given to such terms in the Grant Agreement.

3. **Section III. Grant Award Subsection C. Paragraph 1**
The second sentence, to include footnote 5 for a Housing Counseling Services Grant or footnote 7 for a Small Business Services Grant is deleted. **This change is retroactive to the Grant Effective Date.**

4. **Section IV. Grant Term and Periods of Performance**
The Grant term and Periods of Performance are revised. The text in the first paragraph of Section IV. is deleted and replaced with the following text:

*The term of this Agreement shall commence on the Effective Date and continue through September 30, 2026 (**"Grant Term" or "Term"**). There are two Performance Periods during this Term. The first Performance Period begins on the Effective Date and ends on September 30, 2025. The second Performance Period begins on October 1, 2025, and ends on September 30, 2026.*

5. **Section III. Grant Award** is amended to add a new subsection B. to read as follows:

*B. The Grant Award is amended to authorize a budget for Grant services to be provided during the Performance Period that begins October 1, 2025, and ends on September 30, 2026. (**"FY 2026 or FY 26"**). Total Grant authority in FY 26 shall not exceed **Eight Hundred Thousand Dollars and No Cents [$800,000.]**.*

The FY 2026 Grant funding is allocated as follows:

Sources and Uses of Funds:

Public Service ("PS") [CDBG EN]	*$425,000.*
Non-Public Service ("NPS") [CDBG EN]	*$100,000.*
NRSAs Ward 7 and Ward 8 [CDBG EN]	*$275,000.*
TOTAL CDBG [EN]	*$800,000.*
TOTAL AWARD [All Sources]	*$800,000.*

Notwithstanding the designated source of funds, the Grantor reserves the right to provide funding from another source(s). In all cases, applicable Federal and District laws and regulations shall apply regardless of the source.

The FY 26 funds will be used to fund a range of services which HUD has defined as (insert one of the following)

- ***Housing Counseling Services: Public Services and Non-Public Services provided by a HUD Approved Counseling Agency ("HCA").***

The specific Grant activities are described in ***Exhibit B*** *attached hereto, which includes:*
(a) the Statement of Work,
(b) The Grantor approved Workplan

(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as ***Exhibit C****. and incorporated herein. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.*

6. The Parties agree that this Modification does not otherwise affect or impair their obligations under the Grant Agreement, and all terms, conditions and obligations of the Grant Agreement, not amended herein, shall continue in full force and effect as prescribed in the Grant Agreement.

7. This Modification shall be binding upon and inure to the benefit of the Parties to this Agreement and to their successors and assigns and continue so long as the Grant Agreement is effective.

8. Grantor and Grantee agree that if any of the terms and conditions contained herein shall contradict any of the terms and conditions in the Grant Agreement, the terms and conditions contained herein shall prevail.

IN WITNESS WHEREOF, the Parties have executed this Modification by and through their duly constituted and authorized officers and agents on the day and year first hereinabove written.

[Signature pages follow]

GRANTOR SIGNATURE PAGE

DISTRICT OF COLUMBIA, a municipal corporation acting by and through the Department of Housing and Community Development

By: _____
Colleen Green
Director

10/9/2025
Date

Legal Review:

By: Julia H Wiley
Office of the General Counsel
Department of Housing
and Community Development

Date: 10/6/25

DHCD Contract No. 2025-05
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

GRANTEE SIGNATURE PAGE

LATINO ECONOMIC DEVELOPMENT CORPORATION OF WASHINGTON, D C
a District of Columbia nonprofit corporation

By: Emi Reyes (Oct 20, 2025 16:42:45 EDT)
Emi Reyes
Chief Executive Officer

10/20/2025
Date

DHCD Contract No. 2025-05
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT A

FY 2025 Grant Agreement

DHCD Contract No. 2025-05
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT B

FY 2026 Statement of Work
and
Workplan

DHCD Contract No. 2025-05
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT C

FY 2026 Budget

Applicant's Name: Latino Economic Development Corp
RFA FY25

Services to be provided in FY26

The Grantee is funded to provide the service(s) identified herein *(see below)*. Services are to be provided by the Grantee in accordance with the description, conditions and procedures identified in Section 3.2 of the RFA FY25 for Housing Services (incorporated herein by reference); provided however, DHCD may alter descriptions, conditions and procedures at any time.

Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling

CATEGORY C: TENANTS AND TENANT GROUPS
C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

Organization Name:	Latino Economic Development Corporation of Washington, D.C.	Workplan for FY 2026 - Latino Economic Development Center	Pub						
		NFA FY 2026 Application for Housing Counseling and Housing Services							
Line	H/A Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Creative Workplan Notes	Type of Service	Public Service	Non Public Service	HRSA	Budget	%
1	A1	HUD Housing Counseling	25	Number of First Time Homebuyers Purchasing Homes							
1	A1		130	Number of First Time Homebuyers Completing Counseling/Training Units (1:1, Pre-Purchase)							
1	A1		300	Number of 1:1 Counseling Sessions (Budget & Credit)		Public Service or NHSA	$ 96,810.00		$ 63,810.00	$ 262,620.00	20%
1	A1		80	Number of unduplicated households							
1	A1		250	Number of 1:1 Homebuyer Counseling Sessions							
1	A1		100	Number of unduplicated households							
2	A2	8 Hour Homebuyer Class	14	Number of 8 hour Homebuyer Education Classes							
2	A2		130	Number of Attendees of 8-hour Homebuyer Classes		Public Service or NHSA	$ 38,810.00		$ 53,810.00	$ 72,620.00	9%
2	A2		75	Number of DHCD Certificates Issued							
3	A3	NHPAP (EAHP/NEAHP)	42	Number of NHPAP Pre Purchase Orientations conducted							
3	A3		500	Number of Attendees at NHPAP Orientations							
3	A3		100	Number of Files submitted to NHPAP Administrators							
3	A3		300	Number of 1:1 NHPAP Counseling Sessions		Non-Public Service or NHSA	$ -	$ 98,810.00		$ 98,810.00	13%
3	A3		100	Number of unduplicated households							
4	A4	H/ADU Orientations	24	Number of H/C Orientations Conducted							
4	A4		800	Number of Attendees at H/C Orientations		Public Service or NHSA	$ 33,810.00		$ 28,810.00	$ 83,620.00	8%
4	A4		800	Number of DHCD Certificates Issued							
5	A5	H/ADU Income Certifications	300	Number of H/ADU Income Certifications completed		Public Service or NHSA	$ 88,810.00		$ 26,810.00	$ 137,620.00	18%
6	A6	PADD	0	Number of PADD group training/coaching							
6	A6		0	Number of Attendees at PADD group training							
6	A6		0	Number of 1:1 PADD sessions (if applicable)		Public Service or NHSA	N/A			$	0%
6	A6		0	Number of unduplicated households receiving 1:1 PADD sessions							
6	A6		0	Number of PADD Income Certifications							
7	A7	General Housing Services & Information (Group Trainings)	8	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)							
7	A7		70	Number of Attendees at Financial Literacy Trainings							
7	A7		0	Number of Homebuyer Club Meetings							
7	A7		0	Total of Attendees at Homebuyer Club Meetings		Public Service or NHSA	$ 33,810.00		$ 23,810.00	$ 57,620.00	7%
7	A7		0	Number of group trainings or workshops not reported in other categories							
7	A7		0	Number of Attendees at group trainings or workshops not reported in other categories							
8	B8	General Home Management (Post Purchase Non Delinquent)	0	Number of Homeownership Preservation Workshops							
8	B8		0	Number of Attendees at Homeownership Preservation Workshops		Public Service or NHSA	$ 38,810.00	$ 8,810.00	$ 23,810.00	$ 71,430.00	9%
8	B8		8	Number of Post Purchase Workshops (not including Homeownership Preservation)							
8	B8		50	Number of Attendees at Post Purchase Workshops (not including Homeownership Preservation)							
8	B8		30	Number of 1:1 Post Purchase Counseling Sessions							
8	B8		35	Number of Unduplicated Households participating in 1:1 Post Purchase Counseling Sessions							
9	B9	Foreclosure Counseling	3	Number of Foreclosure Workshops							
9	B9		35	Number of Attendees at Foreclosure Workshops		Public Service or NHSA	$ 33,810.00	$ 13,810.00	$ 23,810.00	$ 81,430.00	8%
9	B9		25	Number of 1:1 Foreclosure Counseling Sessions							
9	B9		30	Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions							
9	B9		30	Number of Foreclosures Prevented							
10	B10	Eviction Counseling	0	Number of Eviction workshops							
10	B10		0	Number of Attendees at Eviction workshops							
10	B10		150	1:1 Eviction Counseling sessions		Public Service or NHSA	$ 48,810.00		$ 33,810.00	$ 82,620.00	8%
10	B10		125	Unduplicated households 1:1 Eviction Counseling							
10	B10		0	Number Evictions Prevented							
11	B11	SFRP	0	Number of SFRP Orientations conducted (required)							
11	B11		0	Number of 1:1 intake sessions		N/A				$	
11	B11		0	Number of unduplicated households							
11	B11		0	Number of complete applications submitted in SFRAP Portal							
12	B12	Legal Services for Seniors, Coops and Condos	0	Senior households receiving legal services							
12	B12		0	Coop Associations receiving legal services							
12	B12		0	Condo Associations receiving legal services							
12	B12		0	Number of Trainings of Law Firms							
12	B12		0	Number of Attendees at law firm trainings							
12	B12		0	# approach partners							
12	B12		0	# pro bono legal recruited and trained							
12	B12		0	# households receiving legal counsel/advice							
12	B12		0	# trainings to and work with pro bono provided							
12	B12		0	# new partnerships initiated							
12	B12		0	# outreach presentations		N/A					0%
13	B13	Technical Assistance for Coops and Condo Associations	0	Number of Coop Associations receiving Technical Assistance							
13	B13		0	Number of Action Plans written for Coop Associations							
13	B13		0	Number of Successful Outcomes for Coop Associations							
13	B13		0	Number of Condo Associations receiving Technical Assistance							
13	B13		0	Number of Action Plans written for Condo Associations							
13	B13		0	Number of Successful Outcomes for Condo Associations		N/A				$	0%
14	B14	Technical Assistance for Small Apartment Owners (25 units and less)	0	Number of Inquiries Received							
14	B14		0	Number of Owners/Managers receiving Services		N/A				$	0%
14	B14		0	Number of Action Plans Written							
14	B14		0	Number of Action Plans Implemented/Completed							
14	B14		0	Number of Owners/Managers receiving Asset Management Guidance							
15	C15	TOPA Pre Purchase Counseling & Training	0	Number of TOPA Meetings with Tenant Association							
15	C15		0	Number of Attendees at TOPA Meetings		N/A					0%
15	C15		0	Number of TOPA Training Workshops to Tenants							
15	C15		0	Number of Attendees at TOPA Training Workshops							
16	C16	TOPA Post Purchase Counseling & Training	0	Number of TOPA Post Purchase Training Workshops							
16	C16		0	Number of Attendees at TOPA Post Purchase Workshops		N/A					0%
16	C16		0	Number of unduplicated households							
16	C16		0	Number of one on one counseling sessions							
16	C16		0	Number of group training/coaching							
17	C17	Tenant Counseling for HPA - Rental Accomodation Division	0	Number of unduplicated households							
17	C17		0	Number of group training/coaching		N/A					0%
17	C17		0	Number of Attendees at group training/coaching							
18	Marketing	MARKETING AND OUTREACH	8	Participating in Housing Fairs							
18	Marketing		16	Other Tabling Events (100 HC, 6 TSI)							
18	Marketing		4000	Flyers Distributed (2,000 HC, 8,000 TSI)							
18	Marketing		200	Social Media Posts (Facebook, LinkedIn, Instagram) (160 HC, 20 TSI)		Public Service or NHSA	$ 8,810.00		$ 23,800.00		4%
18	Marketing		0	Mailings							
18	Marketing		0	Paid Advertising (digital+ads in print)							
18	Marketing		30	FB/IG Paid Ads Campaigns for Housing Counseling							
18	Marketing		0	Other						$ 32,610.00	
							$ 454,290.00	$ 121,430.00	$764,280.00	TOTAL $ 800,000.00	

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
RESIDENTIAL & COMMUNITY SERVICES (NBA)

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	Latino Economic Development Center
PERIOD OF PERFORMANCE:	**10/1/2025 to 09/30/2026**
FISCAL YEAR:	FY 2026
TYPE OF ACTIVITY:	**Housing Counseling**

Instructions: *Please add rows as needed.*

Cost Category	Oct/Nov/Dec	Jan to Sept	Total
Personnel (Salary & Fringe)	$156,786.45	$470,359.35	$627,145.80
Consultants	$3,750.00	$11,250.00	$15,000.00
Professional Development	$1,250.00	$3,750.00	$5,000.00
Equipment/Software	$1,000.00	$3,000.00	$4,000.00
Marketing & Outreach	$700.00	$2,100.00	$2,800.00
Meeting Costs	$583.58	$1,750.75	$2,334.33
Total Direct Cost	$164,070.03	$492,210.10	$656,280.13
Total Indirect Costs (21.9%, per LEDC's NICRA)	$35,931.34	$107,794.01	$143,719.87
Total Costs	$200,001.37	$600,004.11	$800,000.00

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
RESIDENTIAL AND COMMUNITY SERVICES (NBA)

Budget Form A (3-2): Personnel Information

Rev. 05/25/2025

ORGANIZATION NAME:	Latino Economic Development Center
FISCAL YEAR:	**FY 2025**
BUDGET PERIODS:	**10/1/2025 to 09/30/2026**
TYPE OF ACTIVITY:	**Housing Counseling**

Instructions: *Please add number of rows for this portion of your budget as needed.*

Position/ Title	Employee Name	Oct/Nov/Dec Hourly Rate	Q1 # of Hours	Jan-Sept Hourly Rate	Jan Sept Hours Worked	Total Costs
[redacted]						
Personnel Subtotals				**Personnel Subtotals**		$522,621.50
Fringe Benefits (Max 20%)				**Fringe Benefits (Max 20%)**		$104,524.30
Total Grant Personnel Costs				**Total Grant Personnel Costs**		$627,145.80

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director		3/17/25
2. Chris Earley, Deputy Director		3/13/25
3. Julia Wiley, General Counsel		3/13/25
4. Bill Winston, Associate Director of Community Services		3/13/25
5. Ernest Merchant, Program Analyst		
6.		

SUBJECT:

Director's Comments:

Action							
APPROVAL ☒	CIRCULATE ☐	CORRECTION ☐	FILE ☐	FYI ☐	INVITATION ☐	MEETING ☐	SIGNATURE ☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Latino Economic Development Corporation of Washington DC- NBAP FY25

Housing Services $533,333.00 Grant 2025-05

Originating Office

FROM:E. Merchant	TELEPHONE NUMBER:
DATE:3/13/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE: OFFICE OF THE DIRECTO MAR 17 '25 PM2:40

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

MAR 17 2025

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Ernest Merchant
Program Analyst

Date: March 13, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Latino Economic Development Corporation**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$533,333.00**
ATTACHMENTS:	**FY25 Grant Agreement #2025-05** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

DISTRICT OF COLUMBIA.

COMMUNITY SERVICES
HOUSING COUNSELING SERVICES

GRANT AGREEMENT

BY AND BETWEEN
THE DISTRICT OF COLUMBIA
AND

LATINO ECONOMIC DEVELOPMENT CORPORATION OF WASHINGTON, D C

This Grant Agreement ("Grant" or "Agreement"), is made effective as of March 13th, 2025, ("Effective Date"), by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the D.C. Department of Housing and Community Development (hereinafter referred to as "Department," "DHCD" or "Grantor") and Latino Economic Dev Corp, a District of Columbia non-profit corporation Grantee [DUNS No. Unique Entity Identifier (UEI) TMC6R8ADXEJ5] (hereinafter referred to as "Grantee") with its principal place of business at 1401 Columbia Rd NW Washington DC 20009. Grantor and Grantee shall be collectively referred to herein as the "Parties."

RECITALS

1. The Department with offices at 1909 Martin Luther King Jr Avenue SE, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975, D.C. Official Code§ 6-1001 *et seq.*, and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Department is authorized to fund community based non-profit organizations that provide housing counseling services for low- and moderate-income persons.

3. On June 7, 2024, the Department published a Notice of Funding Availability ("NOFA") in the D.C. Register, which announced the forthcoming issuance of the Fiscal Year

("FY") 2025 Request for Applications ("RFA") for the Neighborhood-Based Activities Housing Counseling Services Program ("HCSP"). The RFA was issued on June 21, 2024, that solicited applicants to provide services to District of Columbia ("District") residents as a part of the Department's HCSP. HCSP includes Public Services ("PS"), and Non-Public Services ("NPS") as defined in Section I herein. U.S. Department of Housing and Urban Development ("HUD") approved counseling agencies employing one or more certified HUD counselors are eligible to provide both PS and NPS services, while organizations which do not have HUD approval status may provide PS services only. The RFA included an opportunity for applicants to provide one or more of seventeen (17) services listed in the RFA. These services include HUD-approved counseling in keeping with 24 CFR 5.100 and related Federal regulations (in 2 CFR Part 200, and 24 CFR Part 214) as well as services related to local DC programs which are administered by the Department. The RFA and the requirements set forth therein are also incorporated by reference herein.

4. The Grantee's RFA application demonstrates that its organization possesses project management, and organizational and administrative capacity to successfully perform as a nonprofit grant subrecipient under the Department's HCSP, and accordingly DHCD has determined to award a grant to the Grantee in FY 2025 ("25" or "2025").

5. The Grantor proposes to fund HCSP grant activities in FY 2025 from its allocation of Community Development Block Grant ("CDBG") funds authorized by Title I of the U.S. Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), 24 CFR Part 570.

6. As a condition precedent to disbursement of the Grant proceeds to Grantee for the sole and exclusive purposes described in Exhibit A (which includes the "Statement of Work" and the approved "Workplan", both attached hereto and made a part hereof), the Department requires that Grantee enter into this Agreement setting forth the terms and conditions of the Grant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are hereby incorporated by reference and made a part hereof.

Section I. Definitions.

A. As used herein, the following terms shall have the meanings indicated:

a) **Fiscal Year**: All references to Fiscal Year(s) ("FY") herein refer to the District Government fiscal year which is October 1st to September 30th
b) **Neighborhood Revitalization Strategy Area** ("NRSA") refers to the HUD approved areas of Wards 7 and 8 which have been designated as strategic areas for revitalization. Services to Ward 7 and Ward 8 regardless of whether Public Service or Non-Public Service, attributed to the NRSA.
c) **Non-Public Services** refers to 24 CFR 5.100 counseling services provided to clients in connection with the purchase of a specific home. All other 24 CFR 5.100 counseling is Public Service.
d) **Public Services** refers to all other services and may include group training and/or one on one counseling.
e) **Performance Periods**: The Performance Period is defined as the start date and end date for which Grant funds are awarded to execute an approved Workplan and Statement of Work in keeping with the RFA for FY 2025. (See Section IV below.)

Section II. Exhibits.

The Exhibits listed below and the terms and conditions of the same are incorporated herein and made a part of this Agreement.

A. Services to be Provided
- Statement of Work
- Section 3 from the FY 25 RFA: Services
- Workplan as approved by the Grantor

B. Budget
- Schedules A (3-1) and A (3-2) for the First Performance Period

C. Required Reporting Forms
- Monthly Performance Report on group trainings/orientations/workshops and one on one counseling (in connection with the Statement of Work and Workplan), as well as reports on DHCD certificates issued, outreach and marketing activities, and upcoming group trainings.
- Quarterly Beneficiary Data and Demographics for each of the following (a) PS, (b) NPS, and (c) NRSA activities.
- Quarterly Language Access Report (Optional)

- Quarterly Banking Report (as applicable)
- Quarterly Procurement Report (as applicable)
- Quarterly Submission of Minutes of Board of Directors Meetings

D Method to determine Client Eligibility for Services
E Budget Modification Form
F Drug Free Workplace Certification
G Service Area Eligibility
H Insurance Requirements
I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Section III. Grant Award

A. The Department shall make a Grant of the District's CDBG Entitlement Grant Federal Award No: B-24-MC-11-0001 ("CDBG Federal Award") to Grantee in an amount not to exceed Five Hundred Thirty Three Thousand Three Hudred Thirty-Three Dollars and No Cents ($533,333.00) (the "Grant") and is allocated as follows:

Sources and Uses of Funds:

Public Service ("PS") [CDBG EN]	$ 233,542.00
Non-Public Service ("NPS") [CDBG EN]	$ 67,000.00
NRSAs Ward 7 and Ward 8 [CDBG EN]	$ 232,791.00
TOTAL CDBG [EN]	$ 533,333.00

Notwithstanding the source of funds designated above, the Grantor reserves the right to provide funding from another source(s). In all instances, applicable Federal and District laws and regulations shall apply regardless of the funding source. The Grant award shall be used to fund a range of services which HUD has defined as Housing Counseling Services: Public Services and Non-Public Services by a HUD Approved Counseling Agency ("HCA").

The specific Grant activities are described in Exhibit A (attached hereto) which includes
(a) the Statement of Work,
(b) Lines of Services - Section 3.2 of the Request for Applications (RFA), and
(c) The approved Workplan

(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

C. The Grant services will benefit low-and-moderate income persons living in the District of Columbia. In keeping with recent Presidential Executive Orders, Grantees should only use grant funds for US citizens and should maintain such documentation to prove citizenship.[21]

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as Exhibit B. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.

D. The Catalog of Federal Domestic Assistance ("CFDA") number is 14.218.

E. The Uniform Administrative Requirements for Federal Grants are applicable to this grant award and are available online at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1. Also, the Grantee must comply with the Community Development Block Grants regulations 24 CFR part 570 that govern this award and other related HUD regulations, which are incorporated herein by reference.

Section IV. Grant Term and Periods of Performance

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2025. During this term, there are two Performance Periods. The First Performance Period is the Effective Date to September 30, 2025. The Second Performance Period is October 1, 2025, to December 31, 2025.

Funding for each Performance Period is in the sole discretion of the Grantor and requires meeting all due diligence requirements prior to award.

[21] Examples of such document may include copies of unexpired state issued Real ID identification or driver's license, unexpired US passport or US passport card, active duty Military ID, current Green Card or Naturalization documents with state issued photographic identification.

The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of Grant funds or other Grant assets.

Section V. Statement of Work/CDBG Eligible Activities/Eligible Costs/Business Operations

A. CDBG Eligible Activities

1. Grantee shall use the CDBG Grant proceeds solely to fund Grantor-approved service activities that are intended to provide services and empower low- and moderate- income persons in the District of Columbia to make informed housing choices and achieve their housing goals, whether it's finding affordable rental housing, purchasing a home or obtaining financial assistance for critical home repairs.

The best way to provide this critical information to a client in order to assist them in their decision-making process is to adhere to 24 CFR 5.100[22] [in which a HUD certified counselor conducts (1) intake (2) financial and housing affordability analysis with affordability calculation (3) an action plan and (4) follow-up counseling to implement the action plan and achieve its stated goals].

The Grant services to be provided are described in Exhibit A. This description includes the major tasks, activities and project deliverables to be provided under this Grant. The Grantor reserves the right to alter or change the District of Columbia program requirements including eligibility, services provided, service methodology, service delivery and program goals during the performance period.

The proposed Grant activities are CDBG eligible activities pursuant to 24 CFR 570.201(e).

2. Grantee shall sponsor outreach events that inform the community about the Grant activities and participate in other community events as requested by Grantor.

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[22] 24 CRF 5.100: "Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling."

3. The Grantee must retain records which demonstrate that each activity funded under this Grant is CDBG eligible and document the amount of CDBG funds expended for each activity. This includes the activity itself, the outcomes, and the records concerning beneficiaries in keeping with subsection (B)(2) below receiving services. Any authorizations needed together with beneficiary statistical information should be obtained by the Grantee during intake or registration. HUD does not grant exceptions or authorize the District to make exceptions to this requirement.

B. CDBG National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention of slums or blight; 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. The Grantee certifies that the CDBG-assisted activities to be carried out under this Agreement will meet the National Objective of primarily benefiting low- and moderate-income persons (limited clientele activities) in accordance with Federal and District Requirements. The minimum threshold requires that at least 51% of the households served with CDBG funding must be low- and moderate-income households; provided however, that a Grantee whose application claimed additional scoring points for agreeing to provide Grant services to more than 51% low- and moderate-income beneficiaries, must adhere to the percentage they elected in their application.[23]

In accordance with the Grantee's election in their Application for a grant award and for receiving additional points in scoring, the Grantee has agreed to exceed the minimum requirement and to serve at least 90% low- and moderate-income beneficiaries.

Note: This percentage cannot be decreased as it was used for scoring in a competitive round of funding.

4. The Grantee shall disclose to any client that services are provided free of charge by a Grant funded by DHCD using Federal funds and therefore the Grantee has certain reporting

[23] In responding to the RFA published June 21, 2024, applicants were given the opportunity to receive additional points in scoring for committing to exceed the CDBG minimum threshold to either a 75% minimum or a 90% minimum.

requirements in order to provide the Grant services free of charge. The Grantee shall use appropriate forms to obtain a client authorization, as required, to comply with the terms of this Agreement and to meet HUD reporting requirements,

C. Staffing

Where HUD requires services are to be provided by a Certified HUD Housing Counselor, the Grantee shall comply with that requirement and not permit services reserved to HUD certified counselors to be provided by others.

To the extent applicable, Grantee agrees to secure the services of qualified personnel that are licensed and bonded in the District of Columbia to perform the CDBG Federal Award activities and services listed in Exhibit A.

Any changes in personnel or their general Grant responsibilities as set forth in Exhibit A are subject to the prior written approval of DHCD. In this regard, it is essential that the Grantee immediately report terminations and proposed new hires to the Grantor.

D. Business Operations

1. Grantee shall observe business hours of operation onsite in their service location(s) that align with District Government hours of operation specifically Monday through Friday 9:00 am to 4:30 pm (DC holidays excepted)[24] and shall ensure that sufficient staff are on site at Grantee's place of business to carry out Grant services.

2. During the hours of operations, Grantee shall have live answered telephones for incoming calls. If the Grantee's phone system utilizes an auto-attendant function or voicemail, announced option to the caller must include an option to press a certain key (such as "0" for an Operator) to be connected to a staff person in real time who can answer and field questions, redirect a caller to a staff person who can address a caller's inquiries, or provide registration information. DHCD and other DC agencies such as the Office of the Attorney General may check Grantee's compliance with this requirement from time-to-time.

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[24] DC Holidays include New Year's Day, Dr. Martin Luther King, Jr. Holiday, Washington's Birthday, DC Emancipation Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Day.

E. Grantee may offer clients virtual appointments as well as virtual group informational or educational activities, but Grantee shall also provide clients an option for in-person services (including both in-person one on one appointments as well as some in-person group informational or educational activities.) The Grantee shall not refuse in-person services to DC residents.

F. Housing Resource Center (HRC) and Late Night Hours: As required by the RFA, "Applicants selected for the award shall participate (in a regular rotation) in staffing onsite at the Department's Housing Resource Center (HRC). The HRC provides services to DC residents by appointment and walk-ins." The HRC is located in the Grantor's offices at 1909 Martin Luther King Jr Av SE. The HRC coordinator, in conjunction with the Associate Director for Community Services, will develop a schedule in consultation with Grant subrecipients for staffing the HRC on a rotating basis on weekdays.

RFA applicants were awarded additional points in their score by committing to "Extended Office Hours." The options included providing office hours until 7:00 pm at least one (1) day a week in their office location and/or until 7:00 pm at least two (2) days a month in the HRC.

In accordance with the Grantee's selection in their Application for grant award and funding, the Grantee has committed to serve Extended Office Hours Extended Office Hours until 7:00 pm one (1) day a week in their office and one (1) day in the HRC.

Section VI. Disbursement/Required Support Documentation

A. Reasonable, Allowable, Necessary, Allocable

1. Grantee may request reimbursement for actual expenses incurred to provide services and as described in the Grant Budget (A 3-1 and A 3-2). Requests must meet all four criteria: reasonable, necessary, allowable, and allocable. (2 CFR 200.305)
    a. ***Allowable costs.*** Reimbursements are limited to the expenses directly related to activities supported by the grant activities and are subject to the regulations of the Federal and District Governments. Expenses related to activities should be necessary, reasonable, allowable and allocable.
    b. ***Limitations on allowable costs.*** A grantee may not use an indirect cost rate to determine allowable costs under its grant.
    c. **Some *Unallowable costs.*** Expenses that are not allowable include (but are not limited to) sales tax, late fees, debts, tips & gratuities, food, alcohol, controlled substances, cash reserves or investments, money given to individuals (including

donations, grants or loans), contributions to organizations, costs of fundraising, fund development, grant writing, advocacy, lobbying, and purchase of goods or services for personal use or benefit.

2. In addition, Grantee must demonstrate to the reasonable satisfaction of the Grantor that Grant performance milestones have been achieved. All requests for payment of eligible expenses shall be associated with the budget line items specified in Exhibit B (Budget Schedule A (3-1), estimated cost invoices and satisfactory Grant performance.

3. Grantees may not be reimbursed for expenses paid through Cash app or other similar peer-to-peer payment platforms, since such platforms create issues for recordkeeping, auditability, and compliance with grant regulations.

4. The Grantee shall not supplant funds or seek reimbursement for expenses that may be reimbursed by another grant (Federal, District, or private) either prior to or subsequent to reimbursement by the Grantor.

5. The Grantee must have the capacity for bookkeeping and accounting services required to track Grant expenses and create payment requests in keeping with Federal and District requirements, either on staff or by a third-party contractor.

6. The Grantee shall create and submit payment requests in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the Grantee to create and submit invoices by selecting the applicable purchase order number which is listed on the Grantee's profile.

7. All Grantees must be registered in the portal prior to invoice submission. The vendor portal website is **https://cfo.dc.gov./supplier_portal**. Please log onto the portal for further details and instructions. Questions can be submitted to **suppliers@dc.gov**.

B. Form of Submission of Payment Requests

1. The cover sheet to the reimbursement package must be the 30A Form of the Department [RCSD DHCD 306A Revised October 2024]. No other cover sheet is needed. This form should contain the Purchase Order Number, the IDIS Number, and the Partial Payment Number in accordance with Department's guidelines.

Payments requests are contingent upon certification by the Grantee in the following form as contained on the 306A (RCSD DHCD 306A Revised October 2024). The Certification is to be made by the chief executive officer, or the chief financial officer or the chief operations officer if the Governing Board has authorized this officer to act on behalf of the board to sign.

"I certify that all items, quantities and prices of work and material shown in the requisition are correct to the best of my knowledge and belief. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information , or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812." (2 CFR 200.415)

2. Page 2 and Page 3 shall be the Reimbursement Request A 3-1 and A 3-2.

3. Page 4 shall be the Invoice Cover Sheet with:
   a. A unique identifier (e.g. a row number or brief alphanumeric code) shall be assigned by the Grantee to non-personnel invoices and with the same unique identifier marked on each and every supporting document (e.g. receipt, proof of payment, cancelled checks, contracts, scopes of works, services rendered, vendor statement or document, Grantee's notes) submitted. The unique identifier shall be listed on the invoice cover sheet.
   b. Vendor's name
   c. Remittance address
   d. Invoice number
   e. Invoice date
   f. Contract number (also known as Grant Number)
   g. Purchase order number (if any)
   h. Invoice Amount
   i. The Amount which the Grantee is requesting reimbursement
   j. Quantity of goods/services delivered. Deliverables. Shipping and payment terms
   k. Other substantiating documentation that justifies and supports the payment request.

4. Page 4 and subsequent pages as needed shall include the supporting documents for the reimbursement request including signed timesheets, payroll reports, invoices from vendors marked as described above. (See Section E below.)

C. HUD Related Requirements

1. Federal regulations require that reimbursement under the Grant is tied to (a) beneficiary data reporting and (b) program performance. Failure to meet reporting deadlines for performance and/or beneficiary service data will suspend temporarily the processing of Grantee payment requests. Staff unavailability does not waive the requirement to meet reporting deadlines, and Grantee shall ensure that adequate staff are trained or cross-trained to prepare and submit reports timely.

2. The Grantee should be aware that HUD maintains an *Integrated Disbursement and Information System* ("IDIS"), a database in which the Grantor must make reports during the performance period on each Grantee's account. HUD flags subrecipient accounts when reporting is not provided by a deadline. Such a flag shall constitute a default. Multiple flags or failure to meet the conditions for HUD to remove a flag may result in suspension or termination in keeping with Section XII (C) of this Agreement.

D. Schedule for Submission of Reimbursement Requests

1. Requests for reimbursement shall be submitted in a timely manner by the date due. Failure to meet a deadline shall constitute a default.

2. On the 10th day of each month, the Reimbursement Request shall be for the prior month; provided however, the September reimbursement request must be submitted earlier in October on the date specified by the Office of the Chief Financial Officer of the District of Columbia, which is usually between the 5th and 7th day of October. *(Grantee may wish to use other funding sources for the late September payroll to facilitate meeting the deadlines.)*

3. In order to close-out the grant by September 30th, the October request should be the only request submitted in September.

4. The monthly schedule for submission is as follows:

Month	Due Date
March	April 10th
April	May 10th
May	June 10th
June	July 10th
July	August 10th
August	September 10th
September	October 5th or 7th as specified by the DC CFO
October	November 10th
November	December 10th
December	January 10th
January	February10th
February	March 10th

5. As applicable, expenses incurred pursuant to a project commitment in IDIS that has been approved by the Grantor and are otherwise eligible for reimbursement at the Grantor's sole discretion, may be reimbursed, regardless of when those expenses were incurred.

E. Source Documentation

1. All costs and obligations incurred under this Grant Agreement must be supported by source documentation (e.g. invoices, receipts, contracts, canceled checks, etc.). Documentation may also include approved time distribution sheets and certified payroll reports for employees and contracts.

2. The Grantee must satisfy all documentary requirements to the reasonable satisfaction of the Grantor prior to the disbursement of Grant funds.

F. Requirements Applicable to Disbursed Funds/No Escrow

1. Grantee shall not escrow Grant funds. However, nothing shall prohibit the Grantee from supplementing funding for these activities from other sources including other grants, funders or donors.

2. Any cash advances disbursed pursuant to this Agreement must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate

cash requirements of the Grantee in carrying out the purpose of the Grant. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct Grant program or project costs and the proportionate share of any allowable indirect costs.

3. If at any time it is determined that more Grant funds are disbursed to Grantee than what was required by the Grantee's immediate disbursement needs, Grantee shall immediately return to Grantor the excess funds.

4. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations or fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee.

G. The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect cost rate, as further described in Section (C)(4) and Section (C)(5) (Reporting Requirements) below.

H. In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant proceeds within three (3) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant proceeds, unless another date shall be agreed to be the parties in writing. The Grantor reserves the right to recover such losses by any legal remedy available.

Section VII. Budget Modifications

A. Any amendments to the budget (change in the amounts specified in the individual cost categories set forth in Exhibit B). may be approved by the Grant Administrator, so long as the total amount of the budget is not exceeded.

B. Any increase in the total Grant amount must be approved by the Director of the Department. If the change is made at the request of the Grantee, the request shall be in writing dated and shall be submitted on a Budget Modification Form, attached hereto as Exhibit E.

1. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and dated using the appropriate excel format or the appropriate online portal if available.

2. The Grantee shall make modification requests by June 1st, to allow sufficient time for processing prior to the start of the fourth quarter of the fiscal year. No more than two modifications may be required in the performance period. Requests for modification to the budget shall not be approved after June 1, 2025, except for extenuating circumstances specified in writing, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion.

3. The Department will not approve reprogramming of personnel funds for positions not filled in compliance with this Agreement and Grantee's personnel policies submitted to Grantor. If at any time DHCD requires a more detailed budget breakdown than the one contained herein, the Grantee shall provide such supplemental budget information in a timely fashion and in the form and content prescribed by DHCD.

Section VIII. Conditions Precedent to Grant Closing and Grant Disbursement

Grant closing shall mean the date on which Grantee has satisfied all conditions precedent to execution to the satisfaction of the Grantor, at which time both parties have executed and delivered the Grant Agreement. No Grant proceeds shall be disbursed prior to Grant closing.

The following conditions must be met prior to Grant closing:

A. Eligibility Determination. Determination by the Grantor that Grantee's proposed Grant activities meet eligibility and national objective requirements specified by the CDBG Program regulations at 24 CFR §§ 570.200 through 570.209. Grantor has determined that the proposed Grant activities are eligible for CDBG Program funding pursuant to 24 CFR 570.201(e) (provide housing counseling services to low- to moderate-income households).

B. Environmental Clearance. Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historic preservation reviews, and HUD has issued an approval of the release of funds.

C. Due Diligence Submissions. The following items must be delivered to DHCD for approval prior to Grant execution and Grant closing:

1. Articles of Incorporation, organizational by-laws and certification of nonprofit status.
2. Board/Corporate Resolution, memorializing
   a. the Grantee's intent to enter into this Agreement
   b. identifying the total Grant amount of the award
   c. identifying the Grant Number
   d. identifying the funding source(s) of the award, and
   e. identifying the authorized person by name and title who is authorized to sign on behalf of the corporation to enter into this Agreement.
3. Certificate of Good Standing
   a. issued by the DC Department of Licensing and Consumer Protection (DLCP)
   b. certified within 6 months of the Effective Date of this Agreement.
4. Certificate of Clean Hands
   a. issued by the DC Office of Tax and Revenue (OTR)
   b. certified within 90 days of this Agreement.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia to carry out the Grant activities.
6. Evidence that Grantee has obtained insurance, as provided in Exhibit H. If the renewal period for any insurance requirement occurs during the Grant performance period, the Grantee is required to submit to the Grantor evidence (Certificate Of Insurance) of insurance renewal to cover the remaining Grant performance period.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Effective Date.
8. An Affirmative Action Plan ("AAP") must be submitted by the Grantee for review and approval by the District prior to Grant execution and the disbursement of any Grant proceeds. The AAP shall be in a form to be determined by the District and must detail the Grantee's efforts to comply with the District's goals for achieving equal employment in District government contracts and set forth specific standards for the utilization of minorities in all job categories, as required by Mayor's Order 85-85 and District law.
9. Drug-free Workplace Certification (Exhibit F).
10. Debarment affidavit and verification confirming that Grantee is not debarred or suspended or otherwise excluded from or ineligible for participation in federal or District assistance programs under Executive Order 12549 or District law.

D. Opinion of Counsel. Grantee shall submit a written opinion of the Grantee's attorney, which states that the attorney has read the Grant documents and that the Grantee:

- Is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary.
- Has the full authority and legal right to carry out the terms of this Grant Agreement and all documentation required hereunder to be executed by Grantee; and
- Has taken all actions to authorize the execution, delivery and performance of this Grant Agreement and any documents required to be executed in connection with the Grant according to their respective terms

The Opinion shall further state that none of the aforesaid actions, undertakings or agreements violate any restriction, term, condition or provision of the Grantee's organizational documents or any contract or agreement to which Grantee is a party or by which it is bound. The Opinion must identify the Grant Agreement by name and Grant number, and the counsel must specifically identify the documents upon which the Opinion is based.

E. Current on District Obligations. Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant, including all local taxes and charges affecting Grantee's business.

F. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Proceeds, including, but not limited to the Council of the District of Columbia and the Chief Financial Officer of the District of Columbia.

G. Clearance Approval issued by the DHCD Office of Program Monitoring.

Section IX. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. The Grantee shall cure all report deficiencies identified by the Department and resubmit for approval by the Grantor within 14 calendar days of the notification. The requirements of monthly and quarterly reports [VII.(A) and (B) are in Exhibit C.]

A. Monthly Reporting

Monthly Performance Reporting. The Grantee shall use the online reporting portal provided by the Grantor and shall provide a complete performance report by the 10th day of each month reporting on Grant activities, accomplishments and performance of the prior month. Failure to submit the report by the tenth day of the month following the end of each

month shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

B. Quarterly Reporting

On the 10th day of January, April, July, and October, the following quarterly reports for the previous three months shall be due and provided by the Grantee in the form and method required by Grantor:

1. Quarterly Report on **Beneficiary Data and Demographics** (separate reports for PS, NPS and NRSA).

2. **Banking Report** (as applicable)

3. **Non-expendable Equipment Inventory Report** (as applicable) (the purchase or lease of non-expandable equipment). The purchase of all computer equipment must have prior approval from the Department.

4. **Procurement Report** (as applicable).

5. Copies of the **Minutes of the Board of Directors** meetings, which took place during the previous quarter; and

6. **Language Access Report** (optional) -- If services are provided in languages other than English, we encourage a language access report to be made.

Failure to submit any or all Quarterly Reports by the tenth day of the month following the end of a quarter shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

C. Additional Report Requirements

The following reports are due to the Department within the timeframes indicated below. If these documents were previously submitted, they must be updated and resubmitted.

1. Fringe Benefits Report

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects funded from the proceeds of this Grant shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefits rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the change. The report shall be submitted to DHCD within fifteen (15) days of Grant execution.

The fringe benefits rate for any personnel costs funded by this Grant shall not exceed 20% of the base salary rate indicated in Schedule A Form A (3-2) of the budget (Exhibit B).

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to the date of the Offer Letter.

All personnel costs approved under this Grant Agreement must be filled within ninety (90) days of Grant execution or within ninety (90) days of the vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than ninety (90) days, whether intermittent or consecutive, at any time during the Grant period may result in the loss of funds for the position.

Grantee must submit transcripts of training or continuing education for individual staff and counselors to the Grantor.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with CDBG funds, in accordance with the requirements specified in 2 CFR Part 200 (Exhibit D). The property inventory list must include, at a minimum, a short

description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

a. The Grantee shall submit a budget and Cost Allocation Plan showing its direct and indirect costs and the allocation of such costs to the Grantee's activities, including the administration of the activities and services provided under this Agreement. The plan must show all allowable and unallowable costs and how such costs are included in the direct and indirect costs in accordance with 2 CFR Part 200.

b. A current Cost Allocation Plan must be submitted no later than thirty (30) days following Grant execution.

c. The Cost Allocation Plan must include all sources of funding for the Grantee, including this, Grant and to which program/cost centers each source has been applied using the Grantee's chart of accounts (referencing individual budgetary line items).

The Grantee must provide:

i. the total amount of funding from each funding source,
ii. the total staff employed by the Grantee, regardless of funding source, staff allocation per grant/program and the estimated percentage of time spent per grant program.

d. As required by HUD, the Cost Allocation Plan is subject to approval by the Grantor. The Grantee shall cure any defects or omissions in the Cost Allocation Plan within 60 calendar days of the notice to cure.

e. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. The waiver request must detail the reasons for the waiver request and include a copy of the relevant audited financial statements.

f. Claims for reimbursement of documented Grant expenses shall comply with 2 CFR Part 200 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.

5. Indirect Cost Rates

a. Grantees may request reimbursement for indirect costs based on their Cost Allocation Plan. The Cost of Allocation Plan must be reviewed and approved by the Grantor. The Grantee is required to keep records of the expenses charged to the Indirect Cost Rate for monitoring and close-out.

Grantees with Indirect Cost Rates are required to use their indirect cost rate. Grantees with provisional rates must demonstrate the rate is not expired or that it is currently used by a Federal Agency in awarding Federal funds to the Grantee during the current Fiscal Year. Other Grantees may use the Federal *de minimis rate* of 15%. In either case (*De Minimis rate* or Federally Approved rate), Grantee shall maintain records (available during monitoring, or close-out or upon request) indicating which costs in the cost allocation plan and the dollar amount have been attributed to the Indirect Cost.)

Indirect cost rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with supporting documentation. DHCD will not make adjustments to indirect cost rates after June 1st.

The Grantor does not issue or award Indirect Cost Rates.

Grantees who wish to obtain a Federally authorized Indirect Cost Rate are encouraged to contact the "Cognizant Agency" which is the US Department of Health and Human Services.

b. For all personnel costs funded under this Agreement, Grantee must maintain documentation for use of indirect cost funding and provide the same when requested for verification of expenditures in keeping with the approved cost allocation plan, including, but not limited to cancelled checks, employee signed and supervisory approved employee time sheets, invoices and bank records.

c. Expenses charged to an indirect cost rate must be accompanied by and cross-referenced to and reconciled with an independent audited financial statement, which accounts for all (grant funded and non-grant funded) activities by the Grantee during the fiscal year in which the indirect cost rate is based.

6. Organizational Audit

Grantee must submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year.

Note to All Grantees: All Grantees must ensure their financial records are available for review or audit by appropriate officials of the Federal Government and the District Government.

7. Auditor's Management Letter.

Grantee shall submit an auditor's Management Letter to the Grantor at the time it submits the annual audit.

8. Procurement Policy. Accounting Policies and Procedures. and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution, the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of the Grant. These policies and procedures shall be in accordance with the requirements of 2 CFR Part 200. The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

If the Grantee has previously submitted these documents, and the documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a certified statement (the "Re-certification Letter") to the Grant Administrator indicating when the most current document was submitted to the District and certifying that no changes to these policies and procedures have since been made.

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D. Summary of Report Deliverables and Receipt Due Dates:

	Report	**Receipt Due Date**
1	Monthly Performance Report	No later than the 10th day of each month
2	Quarterly Beneficiary Data	No later than January 10th, April 10th, July 10th and October 10th – a separate report for each use: PS-NPS-NRSA
3	Language Access Report (Optional)	No later than January 10th, April 10th, July 10th and October 10th
4	Fringe Benefits Report	Within 15 days of Grant execution
5	New Hires/New Employees Information (Job Description & Resume) HUD certificate if certified counselor	10 Days prior to the Offer Letter of Employment being sent to the candidate
6	Notice of Vacant Position	Within 10 days following the vacancy
7	Non-expendable Equipment Report	Within 15 days of Grant execution and quarterly thereafter
8	Procurement Policies and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
9	Accounting Manual and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
10	Cost Allocation Plan (based on and tied to the most recent audit)	Within 30 days of Grant execution
12	Independent Financial Audit	Within 90 Days of the Close of the Grantee's Fiscal Year

	Report	Receipt Due Date
13	Single Audit Report (if applicable)	Within 30 Days of submission to the Federal Audit Clearinghouse
14	Auditor's Management Letter	Submitted with the submission of the Audit
15	Requests to revise Budgets and/or Workplans	Prior to the 1st day of June
16	Grantee's Close-Out Report (Section XV.) Inventory Report & Annual Report	Within 90 Days of the end of the Term of the Grant.
17	HUD 9902	Within 30 Days of Submission to HUD
18	HUD Monitoring Report	Within 30 Days of Receipt from HUD monitor or the HUD intermediary monitor.

Section X. Accounting/Audit Requirements

A. Accounting System

1. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in Exhibit B.

2. Accounting records should be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.

3. Any funds provided to the Grantee or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest-bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

Grantee shall submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year, contingent on the following:

1. Grantees receiving an aggregate of $1,000,000 or more from all funders in Federal funds must in accordance with Federal regulations obtain an independent audit (Single Audit Act of 1984 , Single Audit Amendments Act of 1996, and 2 CFR Part 200). A standard audit may be supplied pending the completion and submission of the Single Audit.

2. Grantees:
   (a) Required to be audited by any State or political subdivision(s) thereof (whether by statute or regulation) or
   (b) Who conduct an audit to submit to any government or private funder, or foundation or corporate funder or
   (c) Whose governing body or senior management obtains an audit,

   shall be required to submit that audit to the Grantor upon receipt of the same.

If the Grantee is not audited in accordance with (1) and (2) above, the following shall apply:

3. A Grantee whose corporate entity receives or expends less than $999,999 as reported to the Internal Revenue Service in the 990 Tax Return without amendments, deletions or summarized details must file with the Grantor a financial report prepared by an independent Certified Public Accountant and certified by the same that contains:
   - income statement or Statement of Activities,
   - balance sheet or Statement of Financial Position,
   - statement of Functional Expenses by program or cost centers such statement to break out separately the Grantor's funding by Grantor's program(s) separately from all programs or cost centers used.
   - statement of cash flows, and
   - independent review and certification of the financial statements including a review of the management's financial internal controls.

   In addition, the nonprofit organization must file a biennial audit that covers both years within a biennial period. See 2 CFR Part 200, Subpart F.

4. The Grantee shall fully clear any deficiencies noted in the audit reports within sixty (60) days after receipt by the Grantee.

5. . Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default of this Grant and may result in the withholding of future payments and/or debarment from participation in future Grants.

Section XI. Grant Administration

The Grant Administrator is:

William Winston
Associate Director for Community Services
DC Department of Housing and Community Development
1909 Martin Luther King Avenue SE, Room 304
Washington, D.C. 20020.

The telephone number is (771) 208-9628. All concerns regarding the technical implementation and interpretation of this Grant are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line-item changes and terms) where there is no dollar increase.

Section XII. Repayment of Grant Funds/Grant Performance Monitoring Default and Remedies

A. HUD Monitoring

The Grantee is subject to monitoring by HUD and agrees to provide all required information, data, records, files including client files, case notes, correspondence and emails, reports, beneficiary data, performance data, financial records, supporting documentation, to satisfy HUD monitoring. Notwithstanding the date of a finding by HUD, should HUD make a finding, the Grantee shall be responsible to cure the defect, and should HUD require repayment of Grant funds for any reason to the Federal Government, the Grantee shall be responsible for repayment in the amount specified by HUD. Repayment shall be made to the District of Columbia and by the District to the Federal authority in satisfaction of the HUD requirement. HUD monitoring is not confined to the performance period but extends through the record retention period provided in Section XV.

B. Grant Performance Evaluation

1. DHCD will monitor the performance of the Grantee to ensure that the goals and performance standards stated in the Statement of Work and Work Plan and RFA are being achieved according to schedule and within budget.

2. All records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. Grantee shall make timely submission of all information and/or records requested by DHCD or HUD to assess performance under the Agreement.

C. Suspension or Termination of Grant Assistance

1. In accordance 2 CFR 200.340 and 200.341 and 200.343, suspension or termination of CDBG Grant assistance may occur according to the Default provision in subsection D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner.

2. If Grantee fails to correct the substandard performance within thirty (30) days after receiving written notice from DHCD, suspension or termination of this Agreement will be initiated.

3. In accordance with 2 CFR 200.340(a), suspension or termination of Grant assistance may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

Subject to any applicable notice requirement and right to cure, the occurrence of any of the following shall constitute an event of default:

1. Failure to comply with any of the CDBG Program rules, regulations or provisions referred to in this Agreement, or such other Federal or District statutes, regulations, executive orders, District of Columbia mayoral orders, HUD rulings, policies or directives applicable to this Grant:

2. Failure to comply with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement.
3. Substandard performance by the Grantee or any of its agents under this Agreement, as determined in the sole and reasonable discretion of DHCD; or
4. Improper use of funds provided under this Agreement.

A determination of default shall be made in the sole and reasonable discretion of DHCD.

E. Remedies for Default

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of a written notice to the Grantee, Grantor may take one or more of the following actions, as determined in its sole discretion:

1. Terminate and suspend further disbursement of any remaining Grant assistance.
2. Disallow all or part of the cost of the activity or action that is not in compliance with this Agreement.
3. Wholly or partially suspend or terminate the current Grant award; or
4. Take other legal remedies that may be available.

F. Termination for Convenience

The Grant may be suspended or terminated on the basis of convenience as provided in 2 CFR 200.340(a).

G. Reversion to DHCD of Grant Assistance

1. Upon default by the Grantee under the terms of subsection D above, which has not been cured, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request the following:

i. Any Grant funds in its possession (whether or not committed),
ii. Any accounts receivable attributable to the use of Grant funds; and
iii. The portion of any income directly generated by (or the prorated proportion of) Grant funds for the activities described in this Agreement.

2. Upon final completion of the projects and activities for which CDBG funds have been provided by DHCD, expiration of the term of this Agreement, cancellation, or determination of this Agreement, the Grantee shall transfer any unspent, excess or surplus CDBG Grant funds, to include accounts receivable attributable to the use of the CDBG funds.

H. Grantor Non-Waiver

DHCD's delay or failure to act with respect to a breach by the Grantee does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section XIII. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, and 2 CFR Part 200, as deemed applicable by the Grantor. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Fund Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Organizational Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter arising from this Grant Agreement.

D. Cancellation Ceiling

H. Misuse of Grant Funds

Any alleged fraud, waste, abuse or mismanagement of Grant funds shall be immediately reported to the Grantor and the District of Columbia Office of the Inspector General ("OIG"). The OIG may be reached at (202) 724-TIPS (8477) and (800) 521-1639 or at oig.dc.gov

I. Nonassignability

Grantee will not sell, assign, pledge or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

Section XIV. Insurance

A. The Grantee shall obtain at least the minimum insurance coverage set forth in this Section XIV. and Exhibit H prior to the Effective Date and keep such insurance in force, as may be applicable, throughout the Grant period of performance.

B. Fidelity Bond: The Grantee must procure Fidelity Bond coverage in an amount equivalent to the total Grant budget. Pursuant to 2 CFR Part 200, Fidelity Bond coverage is required to protect the District's interest in the dollar amount of the Grant. Should Grantee be unable to procure a Fidelity Bond, Grantee shall submit proof that it has obtained general liability insurance that covers internal employee criminal activity or directors' and officers' liability insurance.

Section XV. Records Retention/Access

A. Records Retention

The Grantee shall retain all records demonstrating compliance with CDBG requirements and that are pertinent to this Grant for no less than five (5) years from Close-out of this Grant Agreement, including any extension thereof made in accordance with Section XVI. [Option to Extend] and including but not limited to Close-Out in IDIS of any HUD requirements. See Exhibit 5.1 in this link: https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-5.pdf

B. Extension of Retention Period

Notwithstanding the foregoing retention requirement in paragraph A above, if any litigation, claim, HUD monitoring or audit is initiated before the expiration of the retention period, records shall be retained for a period of not less than four (4) additional years following completion of the actions and resolution of all proceedings (e.g. litigation, claim, HUD monitoring or audit) involving the records.

C. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility, progress and achievement toward program goals and secure such records in a manner subject to applicable privacy laws. Such data may include, but is not limited to, client name, address, income level, case notes, correspondence and a description of service(s) provided. The Grantee shall use software which is HUD compliant to maintain client records. The Grantee shall transmit client records and files in a manner that is compliant with HUD's Personally Identifiable Information (PII) requirements.

D. Access to Records

All Grantee books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Grant funds shall be made available to the Department, HUD, its designee, representatives of the Inspector General of the District of Columbia or the Office of the DC Auditor at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.

E. National Objectives

The Grantee agrees to maintain documentation that demonstrates that the activities carried out with CDBG funds provided under this Grant meet the CDBG national objective of benefiting low- and moderate-income persons, as defined in 24 CFR part 570.208.

F. Copyright

If this Agreement results in any copyrightable material or inventions, DHCD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Section XVI. Federal and District Public Policy Requirements

Grantee shall fully comply with the following Federal and District policy requirements, as deemed applicable by Grantor:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federal-assisted and federal conducted programs and activities .

C. The requirements of Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

D. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.-) and implementing regulations at 24 CFR I part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

E. The requirements of Executive Order 11246, as amended by Executive Orders 11375. 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

F. The Conflict of Interest provisions of Federal and District laws strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of Federal funds to comply with 2 CFR 200.317 to 200.327 and

any sections of Title of 24 the Code of Federal Regulations concerning CDBG funding which are more restrictive than the Uniform Guidance Code for use of CDBG funds. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within (fifteen) 15 business days of execution of the Grant Agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict-of-Interest declarations to be executed by each employee and board member.

G. The Hatch Act, Chapter 15 of Title V. United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

H. The National Environmental Policy Act or other legislation implemented by 24 CFR part 58.

I. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement as Exhibit F.

J. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991H FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.

2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any grant,

or the entering into any extension. continuation. renewal, amendment of modification of any grant.

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and

c. He or she will include the language of the certification in all sub- grant awards at any tier and require that all recipients of sub-grant awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this Grant imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure, as the applicable grant shall so provide.

K. The Americans with Disabilities Act of 1990 (ADA) - Notwithstanding anything contained herein to the contrary, during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

L. The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are applicable pertaining to economic opportunities for low and very low-income persons. 24 CFR part 135.

M. First Source Program - Contractors and subcontractors of a government-assisted Project totaling $300,000 or more must comply with the District's goals for the recruitment, referral and placement of District residents. See D.C. Law 5-93, as amended, D.C. Official Code§ 2-219.01 et seq.

Section XVII. Close-Out Provisions

Activities and tasks during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor, and determining the custodianship of records (which shall remain the responsibility of the Grantee unless a determination is made otherwise). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over District appropriated funds and the record retention period, whichever is longest. Grantee shall submit the following items within the time frames indicated in this Section after completion of Grant activities or expiration or termination of this Agreement.

1. All activities are eligible, were completed and met a national objective.
2. All grant funds were expended in full, or all remaining funds are to be returned to Grantor.
3. All reporting requirements were completed and submitted (except for the final report that is submitted during the closeout process).
4. Any special conditions were met; and
5. All deficiencies or corrective actions affecting the Grant were resolved.

A. Grant Close-Out Report

The Grantee shall submit to the Grantor a Grantee's Close-Out Report ("Report") within ninety (90) days after expiration of the Grant term, termination of the Grant, or final payment for activities under this Agreement, whichever occurs later. This Report, at a minimum, shall include a narrative of the Grantee's completed tasks based on the activities, performance measures and goals set forth in the Statement of Work. The Report shall be completed using a form provided by the Grantor. The Grantee shall provide any information or data Grantor requests for Close-Out. In the Grantor's sole discretion, the reporting provided during the term of this Agreement may be accepted in lieu of the Grantee's Close-Out Report if those reports contain all information required in this section.

B. Documentation of Expenses

Within ninety (90) days after the expiration of the Grant, the Grantee shall provide to Grantor documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses.

C. Equipment Inventory

The Grantee shall submit to Grantor a list of all furniture, fixtures, equipment and vehicles purchased with Grant funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with 2 CFR Part 200.

D. Audit

The Grantee shall submit an audit or financial statement, as applicable, and as provided in Sections IX and X. of this Agreement.

E. Transfer of Records

Grantee shall, within ninety (90) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

F. Grantee's Obligations

The Grantee's obligations to DHCD remain in effect through the period of record retention as stated in Section XV.

Section XVIII. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion, and if legally permitted, extend the term of the Grant no more than two (2) times for one-year terms, or any fraction of one year, or multiple successive fractions thereof.

B. Grantor will endeavor to provide Grantee a preliminary written notice of its intent to extend at least thirty (30) days before the end of the Grant Term. The preliminary notice does not commit the District to an extension or authorize additional Grant funds to Grantee.

C. Any extension of this Grant is contingent upon the appropriation of funds for the applicable time period. However, the availability of funds shall not obligate the District to extend the Grant.

Section XIX. Total Agreement

The Grant Agreement, including specifically incorporated documents (to include the approved Statement of Work, the Work Plan, the approved Budget and the Grant attachments) constitute

the total and entire agreement between the Parties. Grantee understands and agrees to comply with the incorporated references contained in this Agreement and all applicable District and Federal laws and regulations.

Section XX. Applicable Law.

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia, unless otherwise controlled by federal law. In any proceeding relating to this Grant Agreement, each of Grantor and Grantee, hereby irrevocably submits to the jurisdiction of the Courts of the District of Columbia for the purposes of any suit, action or proceeding arising out of or relating to this Grant or transactions contemplated hereby.

Section XXI. Severability.

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XXII. Amendment.

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Grant activities, or the amounts specified in the Budget without the prior written approval of Grantor. The Grantee may request in writing approval of any proposed change to the Statement of Work or Workplan or the amounts specified in the eligible cost categories of the Budget and shall provide adequate supporting information and a revised budget along with its request. All such requests must be signed and dated.

Section XXIII. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or fully, by the Department.

1. The written or printed materials must include the authorized DHCD logo.

2. Written or printed materials include, but are not limited to, newspaper, radio and television announcements or advertisements, websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.
4. Grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to Grantee.
5. Grantee must provide copies of all marketing materials, brochures, flyers and other materials that publicize grant-funded activities to Grantor via email at dhcd.occo@dc.gov

Grantee shall publicize, as appropriate, to its constituency through social media, print, and online postings, DHCD communications and events that are related to Grant supported activities.

Section XXIV. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code§ 2-531 *et seq*. provides for the disclosure of public information. Specifically, the law provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Official Code § 2-170 l (13) .

This serves as your Notification that information /documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code§ 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXV. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

In the event of cancellation of the Grant because of non-appropriation of funds for a specific fiscal year, there shall be a cancellation ceiling of zero dollars.

E. Anti-Deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, Grantor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code§ 47.105. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-Deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section XI. of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements.
2. Performing technical evaluations as required.
3. Interpreting the Statement of Work and other language in the Grant.
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with the District and other laws and regulations applicable to the Grant.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

Emi Reyes
Chief Executive Officer
Latino Economic Development Corporation
of Washington DC
1401 Columbia, NW (Unit C)
Washington DC 20009
(202) 540-7400
ereyes@ledcmetro.org www.ledcmetro.org

appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, homeless status, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Sexual harassment is a form of sexual discrimination which is prohibited by the Act and Mayor's Order 2023-131 (Updated District Government Sexual Harassment Policy, Guidance, and Procedures), which is attached hereto as Exhibit I.

The prohibition against workplace sexual harassment extends to third parties doing business with or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies. By executing this Agreement, Grantee affirms that it will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1 I 00 et seq. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated.

Section XXVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addresses:

NOTICE TO GRANTEE:

Latino Economic Development Corporation
of Washington, DC
1401 Columbia Road, NW (Unit C)
Washington DC 20000
Attn: Emi Reyes (Chief Executive Officer)

NOTICE TO GRANTOR:

D.C. Department of Housing and Community Development
Community Services
1909 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
Attn: Director

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTOR SIGNATOR PAGE]

DISTRICT OF COLUMBIA, a municipal Corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Colleen Green
Director

Legal Review:

Julia Wiley
Office of the General Counsel
Department of Housing and Community Development

3/13/25
Date

[Signatures continue on the next page]

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTEE SIGNATURE PAGE]

LATINO ECONOMIC DEVELOPMENT CORPORATION OF WASHINGTON, D C
a District of Columbia non-profit corporation

Emi Reyes (Mar 18, 2025 12:37 EDT)

Emi Reyes
Chief Executive Officer

Mar 18, 2025
Date

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit A Services to be Provided

- Statement of Work
- Section 3.2 Services (from the FY25 RFA)
- Workplan as approved by the Grantor

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education and training services to support DHCD's housing programs and initiatives, and to promote compliance with District housing regulations. All of the services are intended to empower potential homeowners, actual homeowners, and tenants for the purpose of preserving of affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership; (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached workplan and performance measures. Marketing and outreach for the services provided is a activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of these service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling; (b)the Grantee's additional knowledge of the individual and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and it shall be maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow up and conduct a final assessment of the impact of the services provided. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program

A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling

CATEGORY C: TENANTS AND TENANT GROUPS
C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD

SECTION 3: PROGRAMMATIC REQUIREMENTS

3.1 Eligibility for Federal Funding

The services in this RFA will be conducted through grant agreements using Federal funds (Community Development Block Grant (CDBG) and, as available, some District Funds. The Department will provide a full informational briefing to the awarded grantee(s) about the grant funding source's ongoing administrative and programmatic requirements. Whether grants awarded under this RFA are funded locally or with federal funds, all grants will be managed to the higher standards and requirements whether Federal or District.

Federal regulations have established national objectives requiring all CDBG-funded activities beneficiaries to be at least 51% low- and moderate-income persons or households. The national objective is achieved through "limited clientele benefit"—that is, by verifying the incomes of each beneficiary of the services provided. The applicant must demonstrate that it has the capacity and the intention to verify the household incomes of beneficiaries to meet the national objective of providing benefits to 51% of low- and moderate-income persons.

Client income certification is also an important element of ongoing program activity for many DHCD housing programs. (See Section 3) Applicants should review in detail the federal income requirements for programs, activities, and grantee (sub-recipient) eligibility under the Community Development Block Grant program regulations at 24 CFR 570. 200-210,

- https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-570/subpart-C?toc=1

and HUD Housing Counseling Program Regulations: 24 CFR Part 214,

ps://www.ecfr.gov/current/title-24/subtitle-B/chapter-II/subchapter-B/part-214?toc=1

3.2 Housing Services: Description of Housing Programs and Services

Please Note: Specifications and programmatic requirements may change from time to time during the award period at the discretion of the Department.

The following describes seventeen services in the Housing Counseling Program. These constitute the services for which the Department is seeking Applicants to provide services to DC residents. Applicants should select at least one service for which they are applying; however, the Applicant may select more than one. The Department is not obligated by the Applicant's selection to make an award. Applicants are responsible to demonstrate their capacity in their application to provide the services for which they have applied. Capacity includes staffing patterns including qualifications and experience, other funding resources, case management systems and programmatic activities. Historical data can also be considered in demonstration of organizational capacity. Applicants should be aware of Legal Citations noted throughout this section as well as the references to the Code of Federal Regulations (CFR).

Category A: HOMEOWNERSHIP

A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program
A6: Income Certification for the Property Acquisition and Disposition Division (PADD) Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY

B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B12: Legal Services for Seniors and/or Coop & Condo Associations
B13: Technical Assistance for Coop and Condo Associations
B14: Technical Assistance for Owners of Small Rental Properties

CATEGORY C: TENANTS AND TENANT GROUPS

C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

Each particular service has specific requirements described in the following pages. Applicants are expected to utilize this guidance in the performance of these services.

CATEGORY A: HOMEOWNERSHIP

Legal Citations Governing Program Area in Category A

Applicants to provide services in Category 1 should review in detail the following legal citations governing the District's homeownership programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for homeownership pursuant to the relevant citations.

- Home Purchase Assistance Program: DC Code 42-2601 and 14 DCMR, Chapter 25
- Employer-Assisted Housing Program: DC Code 42-2501 and 14 DCMR, Chapter 36
- Inclusionary Zoning: Legislation Pending, Bill 17-586, 17-618, 17-619

A1: HUD Housing Counseling
This activity is open to applicant organizations which are HUD approved employing one or more HUD certified counselor(s). Such counseling is often (but not exclusively) in the pursuit of homeownership or credit repair and improvement or to improve their housing condition.

Grantees of this service should be familiar with 24 CFR 5.100 and with 24 CFR 214.

Housing counseling is independent expert advice provided by a HUD certified housing counselor (24 CFR Part 214) customized to the needs of the client. It is aimed at addressing housing barriers and providing support to the client to achieve their housing goals. This counseling service must include: (1) intake (2) financial and housing affordability analysis (3) an action plan[2] and (4) follow-up counseling to implement the action plan and achieve its stated goals *(24 CFR 5.100).*

The action plan should identify the steps needed for the client to achieve his/her housing goals. These actionable steps include, but are not limited to, review of the client's credit report with explanations of its meaning and items that impact (or may improve) the credit score, creation of a budget and methodologies to track one's income and spending, debt reduction planning, and savings planning. Follow-up should track the client's progress toward the goals of the action plan. Other programs and services including group educational opportunities may complement the one-on-one counseling with a certified counselor. Counselors, therefore, may appropriately make referrals to programs and services as well as to group educational activities that support and implement the goals of the action plan.

Counseling organizations are required to maintain case files including items 1-4 above as stated in 24 CFR 5.100. It is critical that files with records and case notes be kept in such a way that if a client's counselor is no longer available, either temporarily or permanently, another certified counselor in the organization can understand based on the file the client's circumstances, action plan, progress and where the client is in achieving his/her housing goals.

Organizations providing this service should have working experience with credit counseling and repair, with consumer credit bureaus and consumer credit laws. Ideally, they should be familiar with creditor tactics, liens, judgments, repossessions, and other obstacles to credit improvement.

It is critical for the counseling organization to make efforts to keep the client engaged in the counseling process and such attempts and outreach should be documented in the case file.

In accordance with HUD requirements, counseling organizations may close files if a client does not respond to outreach efforts over 60 days. The last outreach attempt should document that the file will be closed as of a specific date if nothing further is heard from the client. If the client should return to client after the 60 days, a new file should be opened.

[2] Except for reverse mortgage counseling.

Post-purchase follow-up

a) Grantees must continue their counseling relationship with customers once they become homeowners. This follow-up should continue for a period of time after purchase to ensure the homeowner's housing stability.
b) Grantees may make use of post-purchase programs using either their own programming or making referrals to other Grantees who provide such programming (*e.g.* B1 General Home Management and B2 Foreclosure Counseling).
c) If problems arise, it will be the grantee's responsibility to address them quickly as time is of the essence, and to address them as efficiently as possible. Where the District's investment is involved, counseling should include ways to protect the DC investment.
d) When working with clients who have an HPAP deferment period ending, Grantees must provide dedicated counseling services to those borrowers. In particular, grantees will be asked to make an updated assessment of each borrower's financial status regarding the appropriateness of continued deferment.
e) Potential delinquency, or foreclosure prevention, counseling will be provided to any borrower who is experiencing difficulty.
f) If problems continue with these loan clients, this counseling will become a home preservation activity.

A2 8-Hour Homebuyer Education Class (HBE)

This activity is open to applicant organizations which are HUD approved counseling organizations employing one or more Hud certified counselors.

The Department seeks HUD Approved organizations to provide the 8-Hour Homebuyer Class. This is in support of the Department's many programs for which the 8-Hour Homebuyer Class is a requirement, and also for other DC residents who seek to take this class in preparation for homeownership and for their knowledge.

Organizations should take as a serious obligation to conduct this class with knowledge staff (HUD certified counselors). The class is conducted in a traditional in-person setting or in a virtual online setting.

Those who successfully attend and complete the class should be provided with a DHCD certification (in the format approved by the Department) indicating their completion of the class and dated appropriately. Monthly attendance and award of certificates should be reported to the Department monthly. The class should be presented frequently enough to meet programmatic needs of DHCD programs. Class dates should be provided to the Department for inclusion on the DHCD calendar. Presentations should be given by staff, not outside speakers. Grantees are welcome to collaborate in the conduct of these classes.

A3: Intake for DC Homebuyer Programs (HPAP/EAHP/NEAHP)

The Home Purchase Assistance Program (HPAP) is the primary DHCD program for first-time homebuyers. HPAP provides interest-free loans that include closing cost assistance to eligible applicants. Under this program, homebuyers may have the opportunity to purchase houses,

condominiums, or cooperative units in the District. DHCD has additional homeownership programs which are associated with HPAP, and which are targeted to specific populations or geographic areas or may meet specific home buyer needs.

The satellite programs are:

(1) The Employee Assisted Housing Program (EAHP) provides assistance to District of Columbia Government employees, who are first-time homebuyers in the District; and

(2) The Negotiated Employee Assistance Home Purchase Program (NEAHP) provides down payment and closing cost assistance to certain District of Columbia Government employees whose position is covered by specific union collective bargaining agreements.

Wherever the acronym "HPAP" is used, the same applies to the EAHP and NEAHP programs.

Prior to HPAP Application

Clients interested in HPAP assistance who have a pre-approval from a lender, should be assisted with making an application to the HPAP as expeditiously as possible. Those without a pre-approval letter from a lender are required to engage in HUD Housing Counseling (see A1 above) in order that they have the benefit of credit counseling and homeownership preparation. The action plan should include the actionable steps needed to ensure success as a homeowner and to achieve a pre-approval letter from a lender. Once a pre-approval letter has been obtained, the client with the Grantee's assistance should proceed to making their application to HPAP.

Application Process

For grantee organizations, this relationship management function includes working with first-time homebuyers throughout the homeownership application, preparation, purchase, and post-purchase process. Counseling will be focused on low- and moderate-income populations.

Once HUD credit counseling is completed the HPAP process includes:

(Optional) Applicant organizations may conduct pre-purchase seminars which include information and requirements of the HPAP programs. A DHCD Certification should be provided to attendees and recorded with DHCD.

Application Intake includes document collection of those documents needed. These should be collected in person or by means of a secure portal. Email is not considered a secure means for transmission of information which could be used for identity theft or other criminal activity. Drop-off at a staff office to an employee is acceptable.

Once the application package is complete, the organization submits to the appropriate HPAP administrator.

Homebuyer Education (8-hour class) (A DHCD Certification should be provided to 8-hour Homebuyer Education attendees and recorded with DHCD.)

Post-Purchase follow-up (Records of those follow-ups should be maintained by the organization. See Post-purchase in Service A1)

Organizations will be responsible for: (1) the application process, which includes delivery of completed applications to the HPAP Administrators; (2) completion of the application form itself and collection of all required supporting documentation, and (3) maintaining performance and reporting data, and databases as needed by the Department.

A4: Inclusionary Zoning Orientations

Introduction to IZ/ADU Programs:

The District's Inclusionary Zoning (IZ) Program requires a certain percentage of units in a new residential development, or a substantial rehabilitation that expands an existing building, be set aside as affordable units. The goals of this program are to increase the supply of affordable housing for low- and moderate-income households, to support the creation of mixed-income communities, to prevent rising home prices from driving out low- and moderate-income residents, and to leverage the expertise and capacity of the private market to develop affordable housing.

Affordable Dwelling Units (ADUs) are defined as for-sale and for-rent homes that are locally restricted for occupancy by households whose income falls within a certain range and are generally offered at a below-market rate. ADUs are generally produced in exchange for zoning relief, tax incentives, public financing, and/or the right to purchase or lease District-owned land. Specific ADU provisions, such as the affordability period, income limits, and resale restrictions, are set out in deeds, covenants, land disposition agreements, ADU administration plans and other originating documents.

ADU provisions have historically varied from project to project, as each is a result of a unique negotiation or project approval. However, ADU restrictions are becoming more standardized and more similar to standard IZ requirements.

Organization roles and responsibilities:
Provide mandatory IZ Orientation. The department's PowerPoint presentation must be utilized. Presentation and answers to participants' questions must conform to agency guidelines.

DHCD seeks organizations which will provide programmatic rental and homeownership counseling services in support of both of the above programs. Information about these

programs is available through DC Housing Search https://www.dchousingsearch.org , counselors will be required to utilize DC Housing Search, and train potential customers in how to search for affordable housing through DC Housing Search.

Grantees will be required to become familiar with the program requirements and procedures, as required by DHCD. In the last few fiscal years, the IZ program has produced approximately 400 new affordable units each year.

Orientation:
In particular, organizations are required to conduct IZ Orientations to help residents to be familiar with all programmatic requirements for the IZ program.

Organizations must conduct and coordinate this mandatory orientation session in a traditional and virtual classroom settings. They must provide interested applicants/residents with the relevant terms of the program, including next steps and other information as required by DHCD.
DHCD currently provides standard slides and certificate templates to use for this orientation and will provide training to grantees.

Completion of this orientation class is mandatory before an individual may register for the IZ program and individuals must renew registration every two (2) years to remain on the IZ registration list.

The class must be conducted at least monthly beginning within 30 days after the grantee's application is approved. Coordination of this class will include publishing upcoming class dates, accepting reservations via phone, email, or other method, allowing walk-ins if space is available, providing attendees with a certificate of completion (in a format approved by DHCD) upon completion of the class and providing at least monthly attendee data to DHCD. It will also include ensuring that attendees receive all required training materials, and shall be presented by grantee staff, not outside speakers.

Grantees must train program participants in the terms and specifics of the IZ and ADU Programs (training guidance will be provided by DHCD) and provide additional pre and post homebuyer education training.

Grantees must also provide data to DHCD on a regular basis as determined and requested by DHCD, including but not limited to the names and contact details for individuals who have received a DHCD certificate and the number of attendees at IZ orientations.

A5: Income Certifications for the IZ/ADU Units Programs

The agency seeks two organizations to provide income certifications for participants in the Inclusionary Zoning and Affordable Dwelling Units programs. Income certifications are expected to be conducted under a uniform process prescribed by DHCD and following HUD Part 5. DHCD has established requirements for approving Certifying Entities, including

specific IZ and ADU training.

Grantees are expected to become Certifying Entities pursuant to DHCD requirements. Grantee organizations will be required to ensure that program participants understand that income and occupancy restrictions apply to their IZ units and ADUs. Grantees will also be expected to complete income certifications for newly selected households and for renewing tenants. Grantees will be working closely with individuals, property management/leasing staff, sales agents and DHCD. DHCD will provide the necessary forms and procedures, but Grantees will collect the necessary paperwork from individuals and complete the income and household size verification process. Upon successful certifications, Grantees will notify DHCD and the sales/leasing staff.

Such restrictions may include but would not be limited to: (1) the specific affordability period, (2) conditions for, or prohibitions against, subleasing, and (3) resale restrictions. Ongoing outreach and assistance to occupants of IZ units and ADU is required in the areas of programmatic requirements and homeownership counseling.

A6: Income Certification for PADD Applicants

The Property Acquisition and Disposition Division (PADD) encourages vacant and/or abandoned property owners to rehabilitate and/or occupy their properties. PADD acquires vacant, abandoned, and deteriorated properties through negotiated friendly sale, eminent domain, donation, or tax sale foreclosure, when owners are unwilling or unable to maintain their properties. PADD also disposes of properties in inventory by selling them to individuals or developers to be rehabilitated into high-quality affordable and market-rate single-family and/ or multi-family for-sale or rental housing in District neighborhoods.

For DHCD, the activities of this Division create affordable homeownership and rental opportunities for low- and moderate-income households. Grantees must counsel these households as they qualify for and occupy these new homeownership and rental units. DHCD seeks one or more organizations which will provide counseling or training services for affordable units made available through PADD.

Because PADD units are not produced through a traditional homebuyer program, an intensive marketing and outreach effort to our target population will be required of grantees. Counseling services will also involve conducting income certifications and re-certifications for purposes of admission and continuing participation in this program. Income certifications are expected to be conducted under a uniform process prescribed by the Department. For PADD, grantees must ensure that program participants understand that income, or occupancy, restrictions apply to their unit. Such restrictions may include but would not be limited to: (1) the specific affordability period; (2) conditions for, or prohibitions against, subleasing; (3) potential rent increases; and (4) resale restrictions. The specific unit covenant

terms will be communicated to stakeholders by the Department, but grantees must facilitate communication with stakeholders.

A7: Public Services: General Coaching and Information

Public Services may be undertaken by Applicants which have not yet obtained HUD Approval and may not employ a HUD certified housing counselors. (HUD Approved organizations who are applying for A1 or A2 do not need to apply for this service, since they are able to provide these Public Service activities in connection with their other lines of services.

These activities are frequent but not exclusively in a group setting. These may be virtual or in-person, as long as an in-person option is provided. Grantees may utilize Homebuyer Clubs as an effective tool for keeping clients engaged in homebuyer preparation when a long-term period is needed for better positioning to be a first-time buyer.

They may include group trainings on understanding credit and credit reports and involve savings programs.

Public service staff are required to train clients to utilize available tools, such as DC Housing Search https://www.dchousingsearch.org to locate affordable housing for sale and for rent.

CATEGORY B: COUNSELING AND TRAINING FOR HOME PRESERVATION

B8: General Home Management (Post-Purchase Non-Delinquent)

Post-purchase counseling is essential for Homeowners who have purchased their homes, are not delinquent in their mortgage payments and would like to remain successful by creating a realistic financial plan to avoid financial pitfalls and protect and retain their homeownership. Post-purchase counseling is essential to understand local post-purchase behavior, especially low-moderate income homeowners, that can be supported by education and supportive programs to ensure recent homeowners understand what to do in the event of hardships. Organizations that provide post-purchase counseling sessions and education workshops will ensure their topics consist of the following:

1. Prepare a maintenance plan for major household systems and repair strategies.
2. Emergency preparedness plan to assist client in case of disaster.
3. Understand consequences of not paying taxes, HOA payments or community assessments.
4. Explain the benefits of establishing an emergency fund and retirement or tax-incentivized accounts.
5. Provide knowledge of home improvement financing options like HELOCs and give counsel on how to apply for additional financing to renovate property.

6. Access the client's understanding of the process of refinancing the home and incurring more debt.

This counseling activity may include, but not be limited to, appliance warranty disputes, contractor disputes, disputes with mortgagors, will and estate issues, including transfer-on-death deeds, etc. In this service, grantees must serve as advisor-educators and are prohibited from giving legal advice. Grantee activities should focus on low—and moderate-income populations.

B9: Foreclosure Counseling

Homeowners who are delinquent in loan payments (as well as those in danger of delinquency) need to know what options are available to them. Similarly, those in foreclosure need to know their options and resources that may assist them, especially if available legal services are available.

Organizations are required to provide foreclosure prevention counseling that helps homeowners at risk understand the foreclosure process in Washington, DC, determine their legal rights and identify options to avoid foreclosure.
Organizations will assist struggling homeowners with loss mitigation, communicate with mortgage servicers and provide services such as the following:

1. Provide advice and coaching to assist clients with creating a budget based on financial goals. Assess the current financial situation and develop short and long-term strategies to reduce expenses and debt to achieve client goals.
2. Explain loss mitigation. Explain the requirements of a loss mitigation package and evaluate the client's loss mitigation options for FHA and non-FHA loans.
3. Provide examples of mortgage default scams and ways to avoid being a victim.
4. Explain the consequences and costs associated with a foreclosure, short sale, or deed-in-lieu.
5. Explain the foreclosure timeline and devise a plan if the client is unable to stay in the home and assist the client in mortgage default recovery. Demonstrate the impact of a mortgage default.
6. Work with displaced residents seeking referrals for housing.

Grantees work with homeowners who are delinquent in their mortgage payments, or who are in foreclosure, or in post-foreclosure. These counseling services are also offered to owners of multi-family properties, and ownership associations. This counseling serves as a central element of DHCD's overall foreclosure prevention strategy.

It is critical to address the District's foreclosure crisis. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Grantees also work with the Department of Insurance Securities and Banking (DISB) to protect clients against scam operations that prey upon residents who are subject to foreclosure. Grantee organizations extract data for outreach and targeting efforts from the Office of the Recorder of Deeds, which provides a listing of all official foreclosures in the

District on a weekly basis. DHCD seeks one or more organizations that will provide foreclosure counseling services which include, but may not be limited to, all of the above-described foreclosure prevention activities.

For grantees, this counseling function means working with troubled homeowners, utilizing all foreclosure prevention or mitigation tools available, and if necessary, working with customers throughout their foreclosure or post-foreclosure process. Grantees must provide full assistance and advice to troubled homeowners. Grantees will be responsible for: (1) assessing the homeowner's circumstances, (2) educating the homeowner about the full implications of mortgage delinquency and foreclosure (3) exploring and providing options of action for the homeowner (4) providing tools or alternative support that may further assist the homeowner (5) developing and executing a best action plan for either saving the home or undertaking the best course for the homeowner, and (6) tracking the results of their counseling efforts. In addition, grantees will provide ongoing performance and reporting data and databases maintained.

Post-Foreclosure Counseling: It is critical that grantees continue their counseling relationship with customers, even if the home cannot be saved. Grantees must follow up with troubled homeowners for a period of time after any action plan has been executed. If the home has not been saved, counseling should be made available, and if necessary, referral to other needed services. If the home has been saved, counseling follow-up is also necessary to ensure that the ongoing action plan is being properly implemented. If more problems arise, it will be the grantee's responsibility to address them as quickly and as efficiently as possible.

With the passage of the Saving DC Homes from Foreclosure Emergency Amendment Act of 2010, troubled or delinquent District homeowners have the right to engage in mediation prior to foreclosure. As a result, DHCD requires grantees to provide counseling related to this mediation process.

Grantees must be familiar with the Law, its regulations, and the mediation process which has been implemented by the Mediation Administrator at the DC Department of Insurance, Securities, and Banking. Grantees must educate troubled homeowners in the decision factors related to mediation election, and, if necessary, prepare them for mediation. In some cases, counselors may be asked to accompany, or represent, troubled homeowners in the mediation process. Grantees must ensure that all customers who elect mediation complete and submit proper documentation in a timely manner. Grantees must ensure that the best interests of troubled borrowers are protected throughout the mediation process. Finally, DHCD expects grantees to follow-up after the mediation process is complete to ensure that any final mediation agreement is properly implemented.

B10: Eviction Counseling

Applicants who have HUD certified counselors or NeighborWorks America foreclosure certified counselors may offer this service. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Training should also include knowledge of laws and legal procedures governing eviction.

Eviction has long created housing instability for renters, and especially among low- and moderate-income households. For those at the lower end of the economic scale, eviction has caused not only housing instability but also employment insecurity and homelessness. Studies have shown that lack of access to legal representation has resulted in markedly different and detrimental outcomes as compared to renters who have legal representation. After legal representation, the next most effective range of services includes alternative dispute resolution (or mediation), knowledge and guidance in court navigation, and effective management of legal and tenant-landlord documents. In addition to housing instability, eviction also has credit impact for the tenant.

It is critical to provide those in danger of eviction with counseling to make informed decisions. This includes access whenever possible access to legal services. Also, appropriate training includes information about tenants' rights and obligations, the credit impact of eviction, use of payment plan agreements, understanding of court processes and procedures, and access to alternatives to court procedures. When tenancy is lost, counseling for housing alternatives is needed and a path forward to credit repair.

B11: Single-Family Residential Rehabilitation Program

The Single-Family Residential Rehabilitation Program (SFRRP) administers grants to District homeowners for roof repairs and for modifications to eliminate barriers to accessibility for persons with mobility or other physical impairments. Projects approved for SFRRP require a covenant on the property to protect the District's funding of the project.
DHCD seeks one or more organizations which will provide application intake services to SFRRP applicants throughout the grant process.

> **Mandatory Counselor Intake Training:** Grantees for this line of service are required to attend training with the SFRRP team in September to be introduced to updated aspects of the SFRRP for FY25. It is critical that the grantee have a solid understanding of the updated program and the requirements for applications. Therefore, the September training is mandatory for SFRRP intake counselors.
>
> **Application Period:** Applications for SFRRP will only be taken between October 1, 2024, and December 31, 2024. To be considered applications during this period must be complete. Lack of required documentation or information will not "hold a place" in the program if not provided before the December 31, 2024. The Department at its sole discretion reserves the right to close the program prior to the deadline if funding is depleted or no longer available.

Information Session for Applicants: The Department will provide Grantees with a PowerPoint presentation outlining the program and its requirements. Intake counselors are required to use this presentation with all potential applicants either in a group sessions (such as an Orientation) or in a one-on-one session with the potential applicant.

Grantee's and Counselor's Responsibilities: (1) use the Department PowerPoint presentation to present the program to potential applicants, answering questions from residents interested in the program; (2) complete the application document and collection of **all required** supporting documentation *(incomplete applications will not be accepted)*; (3) post-application and post-grant support; and (4) providing performance and reporting data as required.

45 Day Period: It is critical that no application be uploaded in the SFRRP portal unless it is complete with all required documents and intake form completed. If an incomplete application is uploaded in the portal, the SFRRP staff will notify the counselor and the applicant that the application cannot be accepted. The notification state that what is complete and state the **applicant has 45 days** to provide the requested information including documents. After 45 days if the application remains incomplete, the application will be closed as incomplete for funding.

Application Portal: Counselors will need to provide their name and contact information (e.g. email) when uploading in case SFRRP program staff need to follow up.

Legal Citations Governing Program Area for Category B:

Applicants to provide any service in Category B should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

- Lead Safe Washington 24 CFR, Part 35, 24 CFR, Part 85.37, Section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992
- Single Family Rehabilitation 14 DCMR, Chapter 28 First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
- Saving DC Homes from Foreclosure Emergency Amendment Act of 2010 (DC Act 18-635; 57 DCR 12404)

B12: Legal Services for Homeowners and/or Coop & Condo Associations

The Department seeks organizations to provide legal services to provide one or both of the services noted below. Grantees will conduct outreach to low- and moderate-income populations in need of these services.

- Legal Services to Seniors
  Seniors who are homeowners can be assisted by the Applicant to have legal services to assist Seniors to avoid housing instability or the loss of ownership of their home. In addition to their own attorney staff, Applicants may seek *pro bono* services from other members of the Bar.

- Legal Services to Coop-Condo Associations
  Legal services may be provided to Cooperatives and/or Condominiums ("Associations") to ensure housing stability. If Associations have problems in areas of legal entity status, required legal or financial filings, compliance issues, risk management concerns, board and member training, best legal practices, and collection of association fees (to name of few), such issues may threaten the member's housing stability, and the owners' (or members') investment in their properties. Selected applicants will provide legal services to Associations in low- and moderate-income census blocks to mitigate these concerns, to preserve housing stability of owners and to ensure well-functioning Associations and Boards.

B13: Technical Assistance for Coop and Condo Associations

The Department seeks one or more organizations to provide technical assistance to Associations. The situation many Associations may face is a need for training in best practices of Association management. Training in best practices and frequently encountered problem situations may be offered by the grantee not only to the Association Board but also to the owners in the Association. Association boards and their member owners frequently face issues of association fees not being paid, lack of income to fund reserves, special projects that would require a special assessment, and decisions of taking court action or being the defendant in a court action. These are just a few of the legal issues which may arise for the Association, in addition to the more routine matters of by-laws and required legal documents for the operation of the Association.

B14: Technical Assistance for Landlords of Small Rental Properties

Landlords of small rental properties face enormous challenges. They frequently lack the staff and the resources of large multi-family properties to deal with the many details of operations and asset management. Small unit properties cannot readily absorb mistakes or challenges.

In a ten-unit property, one vacancy is a 10% vacancy rate, while one unit in a 100-unit property is 1% vacancy rate. Yet, small unit properties are often the affordable renter properties. To preserve this housing stock as an affordable option, DHCD seeks grantees to provide Technical Support to Owners of Small Unit Properties (of 30 units or less).

Services can be provided through group training as well as through one-on-one counseling. Like many small business owners, owners can often benefit from a better understanding of accounting practices and financial statements (balance sheet, income statement, cash flow report). Knowledge of financing options is another common to many business owners. Topics such as these are particularly suitable to the needs of owners.

1. **Property Management Software**: Landlords often need help selecting and implementing property management software to track rent payments, maintenance requests, tenant information, and other critical operational data.

2. **Legal Compliance**: Guidance on navigating complex local, state, and federal housing laws and regulations related to fair housing, security deposits, evictions, and other landlord-tenant issues.

3. **Financial Management**: Guidance with accounting, tax preparation, and financial planning specific to rental property ownership and operations.

4. **Maintenance and Repairs**: Access to vetted contractors, tradespeople, and service providers to handle property maintenance, repairs, and upgrades in a timely and cost-effective manner.

5. **Tenant Screening and Selection**: Guidance and best practices with tenant screening processes, background checks, and selecting responsible renters to minimize vacancies and evictions.

6. **Marketing and Leasing**: Help with listing vacant units, advertising, showing properties, and executing leases to keep units occupied.

7. **Emergency Response**: Guidance on developing emergency plans and protocols to address unexpected events like natural disasters, property damage, or tenant issues.

8. **Asset Management Issues**: The ratios and metrics of asset management for multi-family properties provide a helpful guide to best practices. For example: Many landlords are unaware of the effect that certain metrics have in their properties. Slow "Make-Ready" times, refers to the length of time it takes to prepare an apartment to be shown to prospective tenants. Similarly, "turn time" refers to the times it takes to find a renter and receive the first month's rent. Slow turn times are also a drain on resources. When there are slow "make ready" and slow "turn times" the combined effect can be detrimental for the property's future. High turn-over rates among renters is another draw on the income. Other issues and topics include: What to do when you have a tenant who is not paying rent? What are the alternatives to eviction? How do the Court work? Are there pre-eviction resources? What legal services are available to the owner?

CATEGORY C: TENANTS AND TENANT GROUPS: SERVICES RELATIVE TO Tenants Opportunity to Purchase Act, Rental Conversion and Sale Division, and Rental Accommodations Division

The DC Tenants Opportunity to Purchase Act (TOPA) seeks to protect tenants and tenant groups from displacement due to sale of the property. The law allows tenants to purchase their apartment building. Tenants have the choice of maintaining the apartments for rent or converting to cooperatives or condominiums. DHCD seeks to preserve affordable housing in the District and limit displacement of low- and moderate-income households. For groups that choose coop or condo conversion, this provides a path to homeownership.

DHCD provides both financial assistance and technical assistance, as well as specialized organizational and development services, for tenant groups who are pursuing the purchase of their apartment buildings. Through DHCD's Development Finance Division, organized tenant associations may be provided with seed money, earnest money deposits, and acquisition and/or rehabilitation assistance. After acquisition and rehabilitation, DHCD also provides ongoing Board training and property management support to the newly formed cooperative or condominium Boards.

C15: TOPA: Pre-purchase Training

DHCD seeks one or more organizations which will provide pre-acquisition organizational and developmental counseling and training to tenant groups or tenant associations in support of their intent to purchase their building. These tenant groups must be preliminarily qualified as eligible for DHCD's Tenant Purchase Technical Assistance program. Grantees must provide the following services to tenant groups:

a) establishment of a tenant association.
b) selection and appropriate training of Board members.
c) training of captains (court, building and floor).
d) training in roles and functions of committee members; (5) training tenant groups in detail about the building purchase process.
e) training tenant associations in property management techniques.
f) provide training to the tenant association on each type of ownership; and conducting surveys of tenant associations to determine the appropriate form of ownership for their building (cooperative or condominium).

It is critical that Grantees in this service maintain an outreach to educate and inform low- and moderate-income tenants about their rights and opportunities provided by TOPA. Grantees are encouraged to make this a central aspects of their marketing plan, and to create

opportunities as well as avail themselves of opportunities to participate in educational outlets to reach tenants. Collaboration with other Grantees in this or similar service lines is encouraged. Grantees should participate in DHCD when and as those opportunities for outreach are available.

While training the tenant association, the grantee must be able to prepare and submit appropriate documentation required in the purchase process, including but not limited to tenant profiles and feasibility analyses, response to Notice of Sale of Building, preliminary development, acquisition, and rehabilitation plans, and operational plans.

The grantees must have skill and experience in negotiating the lease or purchase of the building. In addition, grantees must assist tenant groups in procurement related to the development, purchase, and rehabilitation process, including but not limited to attorneys, architects, engineers, financial and developmental consultants, private developers, appraisers, and property managers.

C16: TOPA: Post-Purchase Training

DHCD seeks one or more organizations which will provide ongoing post-acquisition counseling services which include property management and Board training for properties which have been purchased and/or rehabilitated with financial assistance from the DHCD Development Finance Division's First Right Purchase program. Generally, these are multi-family properties that have been purchased through limited equity cooperative agreements or condominium purchases. Therefore, non-profit Board training and development skill and/or experience, as well as multi-family property management skills are critical to providing effective counseling services. Services to be provided under this activity may include, but are not limited to:

a) establishing standards of evaluation for each participant's financial status and leadership capacity.
b) conducting annual management reviews of all Boards, oversee election and
c) training of new Board members.
d) assisting in the establishment of appropriate arrangements with required service providers such as exterminators, garbage collectors, landscapers, etc.
e) assisting in capital management planning and a stabilization plan for rehabilitation and/or refinancing.
f) tracking property vacancies and reviewing new applications for membership.
g) establishing and reviewing membership guidelines.
h) technical assistance in accounting, budgeting, and the preparation of financial statements for long-term financial viability.
i) providing Board of Directors with training as appropriate; and

j) other required management and support duties. Grantees will assist the condominium or cooperative in developing a budget for the overall management and carrying costs of the property.

Grantees will assist the Board and membership in all aspects of management, such as completion of the audit, Fair Housing issues, required individual, property, and Board insurance, taxes, the role of Board officers, evaluation of monthly financial performance, training on lender compliance, i.e. loan payments, income requirements. DHCD will likely negotiate assignment of specific properties to grantees for this service.

Legal Citations Governing Program Area in Category C:

Applicants to provide any service in Category C should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
Tenant Purchase Technical Assistance Program DC Code 42-3404.02
Rental Housing Conversion and Sale Act of 1980, as amended (DC Code 42-3401.01 et. seq.) (Also known as the Tenant Opportunity to Purchase Act or "TOPA")

C17: Services for Tenants and Tenant Organizations
(in partnership with Housing Regulation Administration, Rental Accommodation Division, Rental Conversion and Sale Division).

Activities under this service will supplement and enhance the services provided by DHCD's Housing Regulation Administration (HRA), which includes the Rental Accommodations Division (RAD) and the Rental Conversion and Sale Division (CASD).

RAD administers the Rental Housing Act of 1985 (D.C. Official Code § 42-3501.01 et seq.) which regulates residential rental housing registration and the rent stabilization program (commonly known as rent control). RAD oversees rent adjustment procedures, processes notices to vacate, reviews tenant petitions prior to adjudication by the Office of Administrative Hearings and adjudicates most types of landlord petitions. RAD also proposes rules and regulations for administration of the Rental Housing Act for review and publication by the Rental Housing Commission.

CASD administers the Rental Housing Conversion and Sale Act of 1980 (D.C. Official Code § 42- 3401.01 et seq.) which regulates the sale or transfer of ownership interests under the

Tenant Opportunity to Purchase Act of 1980 (TOPA) (D.C. Official Code § 42-3401.01 et seq.), the conversion of use of rental housing to condominium or cooperative ownership and residential condominium formation and registration under the Condominium Act of 1976 (D.C. Official Code § 42-1901.01 et seq.). Further, CASD administers a Housing Assistance Payment program (HAP), under which tenants may be eligible for rent assistance if they are displaced due to the conversion of use of their apartment building to condominium or cooperative ownership.

CASD also proposes rules and regulations for administration of the Rental Housing Conversion and Sale Act of 1980.

DHCD seeks one or more organizations which will support RAD and CASD operations by providing counseling and tenant education services to tenants and tenant groups. Grantees must provide counseling and training assistance to tenants and tenant organizations regarding the District's rental housing laws and tenant and landlord rights and responsibilities.

For CASD, grantee organizations must provide counseling and training concerning: (1) tenants' TOPA rights when a landlord intends to sell, demolish, or discontinue rental housing use; (2) transfers of rental housing ownership or economic interests; (3) assisting tenants or tenant organizations in exercising their right to purchase; (4) informing tenants or tenant organizations relating to partner-investors and assigning TOPA rights; (5) conversion of use from rental housing to condominium or cooperative ownership by tenant elections, or conversion in lieu of tenant elections; (6) the Housing Assistance Payment program and relocation assistance; (7) tenant organization formation, incorporation, and registration; (8) protections for elderly or disabled tenants; (9) coercive or retaliatory activities; (10) tenant rights when rental housing is in foreclosure; (11) notices of intent to convert use from rental housing to condominium or cooperative ownership; and (12) relocation counseling for displaced tenants.

For RAD, service providers must demonstrate the ability to counsel and train tenants and tenant organizations on rent control provisions including properties that are regulated by or exempted/excluded from rent stabilization under the Rental Housing Act:

1) petition- based and annual rent increases.
2) executing and filing tenant petitions.
3) responding to landlord petitions.
4) protections for elderly and disabled tenants.
5) RAD's conciliation services.
6) notices to vacate and eviction procedures.
7) disclosures to tenants.
8) changes and decreases in services and facilities.

9) learning about and securing enforcement of housing condition regulations.
10) security deposits.
11) understanding lease provisions.
12) rent increases if a property is not under rent control.
13) appealing decisions of the Rent Administrator or the Office of Administrative Hearings; and
14) relocation counseling for displaced tenants. Note: Advocacy on behalf of tenant groups, or tenant rights assignees– including, but not limited to, legal advice or advocacy on tenants or tenant organizations' behalf in negotiations with a property owner–is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators, and not as advocacy groups. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns, or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a grantee is to ensure that tenants understand all available options.

Direct Counseling to Tenants and Tenant Groups: tenant counseling services will be designed to educate tenants in privately-owned properties about their legal rights and opportunities. This service is to be provided to tenants and tenant groups which are not subject to foreclosure and have not selected to exercise their Opportunity to Purchase Rights and/or Right of First Refusal under TOPA. It also includes providing other services and tenant education, which may not fall into the categories of services outlined above, such as eviction counseling, relocation counseling, apartment search, or apartment management.

DHCD seeks one or more organizations with the capacity to bring a range of resources to prevent involuntary displacement and to provide opportunities for continued affordable rental housing. Grantees must provide counseling services to tenants and tenant groups which include, but are not limited to: (1) outreach to tenant groups upon notice of one-year potential for subsidy expiration; (2) technical assistance in negotiations between owners and HUD relative to the renewal of federal subsidy contracts; (3) counseling for tenants in buildings where the subsidy will be lost and the tenant(s) must move; (4) counseling for tenants who are behind in their rent on best-action options; and (5) appropriately referring tenants who are in landlord/tenant disputes to all available resources. Grantees must also conduct research using the many databases and research tools available to identify properties that have a critical need for counseling assistance, including but not limited to DCHousingsearch.org. Note: Advocacy on behalf of tenant groups or tenants' rights assignee –including, but not limited to, legal advice or advocacy on tenants or tenant organizations behalf in negotiations

with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators and not as tenant advocates. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a prospective grantee is to ensure that tenants understand all available options.

Additional Legal Citations Governing Programs in Category C.

Applicants to provide any service in this Category and should review in detail the legal citations governing DHCD's rental accommodation functions:
(1) the Rental Housing Act of 1985, D.C. Official Code § 42-3501 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapters 38-44.
(2) the Rental Housing Conversion and Sale Act of 1980, D.C. Official Code § 42-3401 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapter 47.
(3) the Condominium Act of 1976, D.C.

Official Code § 42-1901 et seq.; (4) D.C. Official Code § 42-1901 et seq.; (5) the First Right to Purchase Program, title 14 of the District of Columbia Municipal Regulation, chapter 2700; and (6) Housing Conditions, Title 14 of the District of Columbia Municipal Regulations, Chapters 1-15. Submission of an application relevant to these services presumes that the applicant intends to meet all requirements to provide counseling to tenants and tenant groups pursuant to these above referenced citations.

3.3 Geographic Distribution of Services

The Department's decision to select one or more grantees to provide services will be influenced by the potential geographical distribution of service among the qualified applications received. Applicants can designate their proposed service areas in the District based on their by-laws, Board policies, etc. However, the Department reserves the right to designate any service areas it deems appropriate or necessary in making awards and negotiating grant terms. In reviewing the applicant pool, the Department's priority will be to ensure that excellent affordable housing counseling and training services are provided to all low- and moderate-income citizens of the District of Columbia. The Department will seek to bring parity in the quality of all housing services provided for all areas of the District through the award and ongoing management of these grants.

3.4 Marketing and Outreach

Marketing Plan to be submitted: Marketing and outreach are critical aspects of the grant's work. Grantees' efforts ensure these programs and services' success and desired impact. No Grantee or service is exempt from this requirement. Applicants must submit a detailed marketing and outreach plan for the services they are applying for. The plan should be detailed and not assume an understanding that has not been stated. Marketing should be included in the proposed budget and work plan.

DHCD will review and approve the marketing plan. In accordance with agency policy, marketing activities should highlight partnerships with and funding by DHCD.

Aspects of Marketing and Outreach to be considered:

- Continuous and consistent marketing and outreach are essential to achieving these services' objectives and maximizing public awareness of DHCD housing programs.
- Because of DHCD's diverse target population, grantees must utilize various marketing tools.
- Grantees are responsible for distributing DHCD program materials at community forums, public events, homeownership meetings, and fairs. Marketing and outreach may include but are not limited to, websites, email blasts, blogs, listservs, Twitter, Facebook, YouTube, Hope Hotline, flyers, door-to-door visits, community meetings, use of cable television (Channel 16), and public service announcements.

Coordinated with the Department: The grantee's marketing and outreach must be coordinated with DHCD. Grantees are expected to continually assess the success and impact of their marketing efforts to identify the most effective and efficient ways of reaching low– and moderate-income populations.

Participation in Department Marketing Activities: As required by DHCD, Grantees must participate in public activities and events related to housing opportunities. These may include but are not limited to tabling at events, participating in panel discussions, and providing speakers to groups, agencies, or organizations that request them.

DHCD Acknowledgement: Grantees must always acknowledge such housing assistance activities as Department of Housing and Community Development programs in any distributed print or electronic materials. DHCD must approve all such materials before distribution.

Use of DHCD Logo: All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or entirely, by the Department.

1. The written or printed materials must include the authorized DHCD logo.
2. Written or printed materials include, but are not limited to, newspaper, radio, and television announcements or advertisements. Websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.

4. The grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to the Grantee.
5. The grantee must provide copies of all marketing materials, brochures, flyers, and other materials that publicize grant-funded activities to the Grantor via email at dhcd.occo@dc.gov
6. The grantee shall publicize as appropriate to its constituency through social media, print, and online postings, DHCD communications, and events related to Grant-supported activities.

Diversity and Language Access in Marketing: Grantees must demonstrate the capability to effectively serve and communicate with the District's various non-English speaking and special needs populations. This means that marketing and outreach materials must be made available in multiple languages and media based on the needs of those populations. The grantee must demonstrate its intent and capability to comply with the District's Language Access Law. In addition, grantees must demonstrate the availability of appropriate staffing to ensure compliance with the District's Language Access Law.

3.5 Focus Areas and Neighborhood Revitalization Strategy Areas (NRSA)

DHCD has identified specific areas of the District as "Focus Areas." These Areas represent areas where the District has invested in funding to create and preserve affordable housing. Focus Areas follow main routes through the District and their associated neighborhoods. In many cases, business owners are centered on these major routes, while resident services will be seen as more appropriate for those in the communities. Applicants must ensure services are delivered to low- and moderate-income households or areas as part of their program (Housing Services, Small Business Technical Assistance, Façade Improvement). This is a CDBG requirement.

- For Housing Counseling applicants, these Focus Areas should be used to plan outreach activities to inform residents of their services.
- For SBTA and Façade grantees, the Focus Areas define the geographical areas of the District in which they will provide services. In this latter case, the Focus Areas define not only their outreach area but also their service area.

NRSAs Targeting East of the River

The Department obtained the HUD designation for the Neighborhood Revitalization Strategy Area (NRSA) for the Focus Areas in Wards 7 and 8. DHCD has designated areas of Historic Anacostia in the city's Southeast and Far Northeast communities as Neighborhood Revitalization Strategy Areas (NRSAs). This designation will allow the city to target Community Development Block Grant (CDBG) funding that supports economic and community revitalization efforts. These include Martin Luther King Jr Avenue, Marion Barry Avenue, Minnesota Avenue, and Benning Road. However, all areas of Ward 7 and Ward 8 remain the focus of the grantee's work and outreach.

For communities outside of the NRSA areas, DHCD has designated Focus Areas throughout the District. Applicants are encouraged to partner with other community-based organizations. This collaboration can include cross-disciplinary collaboration. For example, a Façade grantee may partner with an SBTA grantee to provide business owners various services encompassing both disciplines. Housing service grantees may partner to promote or provide services one grantee offers, but another may not. The key to collaboration is an outlook of being partners, not competitors.

The following is a list of the Focus Areas and some of their associated neighborhoods. The outreach plans can include other nearby neighborhoods, mindful of the low-income requirements. Each applicant is asked to select one or more Focus Areas for their application. Please note that this is a minimum, and applicants may choose more than three. Applicants will be asked to provide reporting on outreach activities.

The following is a list of the Focus Areas outreach plans, mindful of the low and income requirements.

Focus Areas/Neighborhoods

- **16th St NW Corridor** near the intersection with Havard St NW (Columbia Heights) in Ward 1
- **Georgia Ave and New Hampshire Ave NW Corridor** (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- **Rhode Island Ave and South Dakota Ave NE Corridor** (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 4 and Ward 5
- **M Street and South Capitol Streets SW Corridor** (Greenleaf and Waterfront) in Ward 6
- **Benning Road and Florida Ave NE Corridor** (NoMa/Ivy City/Trinidad) in Ward 5 and Ward 6
- **Minnesota Ave and Benning Rd NE Corridor** (Benning, Greenway) in Ward 7
- **Pennsylvania Ave and Minnesota Aves SE Corridor** (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- **East Capitol and Benning Rd Corridor** (Capitol View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- **Marion Barry Ave and Martin Luther King Aves SE Corridor** (Historic Anacostia, Fairlawn, Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- **Marion Barry Ave and Alabama Aves Corridor** (Skyland, Woodland, Garfield Heights) in Ward 8
- **Martin Luther King Ave and Alabama Ave Corridor** (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- **South Capital St and Chesapeake St SE Corridor** (Bellevue, Washington Highlands) in Ward 8

FY25 Housing Counseling Services Workplan

Organization Name:
Grant Number:

Performance Period: 2/1/2025 to 09/30/2025

RFA Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	NRSA Ward 7 & 8 All Services	Total
A1	HUD Housing Counseling	20	Number of First Time Homebuyers Purchasing Homes	Public Service or NRSA	$40,000.00	$0.00	$32,791.00	$72,791.00
A1		100	Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		150	Number of 1:1 Counseling Sessions (Budget & Credit)					
A1		80	Number of unduplicated households					
A1		200	Number of 1:1 Homebuyer Counseling Sessions					
A1		67	Number of unduplicated households					
A2	8-Hour Homebuyer Class	12	Number of 8-hour Homebuyer Educations Classes	Public Service or NRSA	$10,000.00	$0.00	$10,000.00	$20,000.00
A2		67	Number of Attendees of 8-hour Homebuyer Classes					
A2		50	Number of DHCD Certificates issued					
A3	HPAP (EAHP/NEAHP)	28	Number of HPAP Pre Purchase Orientations conducted	Non-Public Service or NRSA	N/A	$67,000.00	$0.00	$67,000.00
A3	(NPS ONLY)	333	Number of Attendees at HPAP Orientations					
A3		67	Number of Files submitted to HPAP Administrators					
A3		267	Number of 1:1 HPAP Counseling Sessions					
A3		67	Number of unduplicated households					
A4	IZ/ADU Orientations	16	Number of IZ Orientations Conducted	Public Service or NRSA	$15,000.00	$0.00	$20,000.00	$35,000.00
A4		533	Number of Attendees at IZ Orientations					
A4		533	Number of DHCD Certificates issued					
A5	IZ/ADU Income Certifications	167	Number of IZ/ADU Income Cetifications completed	Public Service or NRSA	$15,000.00	$0.00	$20,000.00	$35,000.00
A6	PADD	0	Number of PADD group training/coaching	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
A6		0	Number of Attendees at PADD group training					
A6		0	Number of 1:1 PADD sessions (if applicable)					
A6		0	Number of unduplicated households receiving 1:1 PADD sessions					
A6		0	Number of PADD Income Certifications					
A7	General Housing Services & Information (Group Training)	7	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)	Public Service or NRSA	$20,000.00	$0.00	$0.00	$20,000.00
A7		50	Number of Attendees at Financial Literacy Trainings					
A7		0	Number of Homebuyer Clubs Meetings					
A7		0	Total of Attendees at Homebuer Club Meetings					
A7		0	Number of group trainings or workshops not reported in other categories					
A7		0	Number of Attendes at group trainings or workshops not reported in other categories					
B10	Eviction Counseling	0	Number of Eviction workshops	Public Service or NRSA	$25,000.00	$0.00	$10,000.00	$35,000.00
B10		0	Number of Attendees at Eviction workshops					
B10		83	1:1 Eviction Counseling					
B10		43	Unduplicated households 1:1 Eviction Counseling					
B10		0	Number referred to Attorney(s) for Legal Services					
B10		0	Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)					
B10		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)					
B10		0	Number Evictions Prevented					
B11	SFRR	0	Number of SFRRP Orientations conducted (required)	Public Service or NRSA	N/A			$0.00
B11		0	Number of 1:1 intake sessions					
B11		0	Number of unduplicated households					
B11		0	Number of complete applications submitted in SFRRP Portal					
B12	Legal Services for: Seniors, Coops and Condos	0	Senior households receiving legal services	Public Service or NRSA	N/A			$0.00
B12	(Law Firm Subrecepients Only)	0	Coop Associations receiving legal services					
B12		0	Condo Associations receiving legal services					
B12		0	Number of Pro Bono Legal Services Recruited and Retained					
B12		0	Number of Trainings for Law Firms (Trainings)					
B12		0	Number of Attendees at trainings for Law Firms (Attendees)					
B12		0	Number of new partnerships initiated					
B12		0	Total Number of Trainings to and work with Pro Bono Provided					
B12		0	Number of outreach presentations conducted					
B12		0	Number of outreach activities conducted					
B12		0	Number of Senior Households that received Legal Counsel or Consultation					
B12		0	Number of Senior households that received Legal Representation					
B12		0	# of clients helped with Schedule H					
B12		0	# of clients helped with life planning docs					
B12		0	# pro bono attorneys engaged in housing-related matters					
B12		0	# veterans receiving legal counsel/advice					
B13	Technical Assistance for Co-Ops and Condo Associations	0	Number of Co-Op Associations receiving Technical Assistance					
B13	Coops	0	Number of Action Plans written for Co-Op Associations					

B13	Coops	0	Number of Successful Outcomes for Co-Op Associations					
B13	Coops	0	Number of Asset Management Improvement Services Provided for Co-Op					
B13	Coops	0	Number of Asset Management Tactical Support Services Provided to Co-Op					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Legal Assistant Services provided to Distressed Co-Op Associations					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Organization Sustainability Tactical Support Services Provided to Co-Ops					
B13	Coops	0	Number of Ownership Educations Sessions provided to different ownership models including shared equity					
B13	Coops	0	Number of Relocation Plans completed and accepted for Co-Ops					
B13	Coops	0	Numbers of Trainings on Board Operations Governance & Management to Co-ops					
B13	Coops	0	Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management					
B13	Coops	0	Number of written Asset Management & Sustainability Plans for Co-Ops					
B13	Condos	0	Number of Condo Associations receiving Technical Assistance	Public Service or NRSA	$0.00			$0.00
B13	Condos	0	Number of Action Plans written for Condo Associations					
B13	Condos	0	Number of Successful Outcomes for Condo Associations					
B13	Condos	0	Number of Asset Management Improvement Services Provided for Condo					
B13	Condos	0	Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo					
B13	Condos	0	Number of Asset Management Tactical Support Services Provided to Condo					
B13	Condos	0	Number of Legal Assistant Services provided to Distressed Condo Associations					
B13	Condos	0	Number of Consultative Services Provided to Condo Associations and Clients					
B13	Condos	0	Number of Organization Sustainability Tactical Support Services Provided to Condo Associations					
B13	Condos	0	Number of Relocation Plans completed and accepted for Condo Associations					
B13	Condos	0	Numbers of Trainings on Board Operations Governance & Management to condo associations					
B13	Condos	0	Number of written Asset Management & Sustainability Plans for Condo Associations					
B13	Coops and Condos	0	Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed					
B13	Coops and Condos	0	Number of Associations (Coops and Condos) referred to private/ nonprofit Law Firm					
B13	Coops and Condos	0	Number of Trainings on Development including Relocation and Construction Management					
B14	Technical Assistance for Small Apartment Owners (25 units and less)	0	Number of Inquiries Received					
B14		0	Number of Owners/Managers receiving Services	Public Service or NRSA				$0.00
B14		0	Number of Action Plans Written					
B14		0	Number of Action Plans Implemented/Completed					
B14		0	Number of Owners/Managers needing Asset Management Guidance					
B8	General Home Management (Post Purchase Non-Delinquent)	0	Number of Homeownership Preservation Workshops					
B8		0	Number of Attendees at Homeownership Preservation Workshops					
B8		3	Number of Post-Purchase Workshops (not including Homeownership Preservation)	Public Service or NRSA	$10,000.00		$20,000.00	$30,000.00
B8		33	Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)					
B8		33	Number of 1:1 Post-Purchase Counseling Sessions					
B8		33	Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions					
B9	Foreclosure Counseling	3	Number of Foreclosure Workshops					
B9		13	Number of Attendees at Foreclosure Workshops					
B9		33	Number of 1:1 Foreclosure Counseling Sessions					
B9		7	Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions	Public Service or NRSA	$10,000.00		$20,000.00	$30,000.00
B9		0	Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)					
B9		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)					
B9		0	Number referred to Attorney(s) for Legal Services					
B9		0	Number of Foreclosures Prevented					
C15	TOPA Pre-Purchase Counseling & Training	132	Number of TOPA Meetings with Tenant Association					
C15		1323	Number of Attendees at TOPA Meetings	Public Service or NRSA	$50,000.00		$60,000.00	$110,000.00
C15		8	Number of TOPA Training Workshops to Tenants					
C15		67	Number of Attendees at TOPA Training Workshops					
C16	TOPA Post-Purchase Counseling & Training	5	Number of TOPA Post Purchase Training Workshops					
C16		43	Number of Attendees at TOPA Post Purchase Workshops	Public Service or NRSA	$10,000.00		$10,000.00	$20,000.00
C16		0	Number of unduplicated households					
C16		600	Number of one on one counseling sessions					
C16		0	Number of group training/coaching					
C17	Tenant Counseling for HRA - Rental Accomodation Division	0	Number of unduplicated households					
C17		0	Number of one on one counseling sessions	Public Service or NRSA	$10,000.00		$5,000.00	$15,000.00
C17		43	Number of group training/coaching					
C17		43	Number of Attendees at group training/coaching					
Marketing	MARKETING AND OUTREACH	7	Housing Fairs					
Marketing		11	Other Tabling Events					
Marketing		6667	Flyers Distributed					
Marketing		47	Social Media Posts (Facebook, LinkedIn, Instagram)	Public Service or NRSA	$18,542.00		$25,000.00	$43,542.00
Marketing		0	Mailings					

Marketing		0	Paid Advertising (display ads in print)					
Marketing		0	Other					
Marketing		0	Other					
	TOTALS	12194			$233,542.00	$67,000.00	$232,791.90	$533,333.00

LEFTOVER MONEY	$0.00	$0.00	$0.00
TOTAL AVAILABLE TO LEDC	$233,542.00	$67,000.00	$232,791.00

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit B Budget

- Schedules A (3-1) and A (3-2) for the First Performance Period

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM
Budget Form A (3-1): Total Grant Budget

Rev. 12/09/2024

ORGANIZATION NAME:	Latino Economic Development Corporation
PERIOD OF PERFORMANCE:	2/1/2025-9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	
WARD (if applicable):	
TYPE OF ACTIVITY:	

***Instructions:** Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$426,507.71	$0.00	$426,507.71
Credit Report	$0.00	$0.00	$0.00
Space	$0.00	$0.00	$0.00
Insurance	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Training	$0.00	$0.00	$0.00
IT Services & Support	$0.00	$0.00	$0.00
Contractors & Consultants	$11,009.10	$0.00	$11,009.10
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$437,516.81	$0.00	$437,516.81
Total Indirect Costs (De Minimis Cost Rate 15%)	$95,816.18		$0.00
Total Costs	$533,333.00	$0.00	$437,516.81

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM
Budget Form A (3-2): Personnel Information

Rev. 12/09/2024

ORGANIZATION NAME:	Latino Economic Development Corporation
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 to 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Number of Hours	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
Personnel Subtotals						$355,423.10
				Fringe Benefits (Max 20%)		$71,084.62
				Total NBAP Grant Personnel Costs		$426,507.71

Exhibit C Required Reporting

- Monthly Performance Report
- Monthly Report of Group Trainings
- Monthly Report on Outreach and Marketing Activities
- Monthly Reporting of Special Activities
- Monthly Reporting of changes in personnel relative to grant work and payroll
- Quarterly Beneficiary Data
- Quarterly Language Access Report
- Quarterly Data Report

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DC Department of Housing and Community Development

Deadline 00/00/0000

FY25 RFA: Housing Services

SHOW PROGRAM OVERVIEW SHOW PROGRAM REQUIREMENTS

SHOW RFA SECTION 3.2 - HOUSING SERVICES: DESCRIPTION OF HOUSING PROGRAMS AND SERVICES SHOW LIBRARY

HIDE ZOOMGRANTS HELP SHOW ANNOUNCEMENTS 1

ZoomGrants Help [hide this]

Creating a New Application to Submit
The 'Saving' screen is still flashing...now what?
Missed Deadline FAQs
Invite Collaborators to Work on Application

Applicant View

Application Status: Not Submitted

Basic Information Part I and II-Application Narrative Questions Budget Organizational and Financial Capacity

Required Attachments Activity Log

Report: **OVERDUE** Report Totals

Ask a Report Question

(answers are saved automatically when you move to another field)

Instructions Show/Hide

As in the past, Performance Reporting is divided into three sections:

- **Workplan Metrics** (numbers only),
- **Accomplishment Narrative** (Text Boxes), and
- **Various uploads** (spreadsheets usually).

This data is extremely important. Reports can affect performance goals and funding. Your reports are used to report to the City Administrator, the Mayor (including DMPED) and to the District Council and its Committee on Housing. Where uploads are required, **use excel files or Word files.** This will allow your information to be uploaded into the database and reported to District leaders.

For **Workplan Metrics,** use only numbers or leave it blank. **Letters such as N/A are to be avoided.** This will make your report impossible to be uploaded in the DHCD database and will require your corrections. Only numbers zero (0) and above can be used. If a metric is left blank, it will be treated as a zero.

In the **Accomplishment Narrative**, text boxes are provided to provide statements of activities or the information requested. In the first Report, please answer Question 22 (Points of Contact) with all points of contact for the areas mentioned. Thereafter in subsequent months, if there are no changes, it is okay to say, "No Changes". The same is true for Question 21 (staffing). Please answer Question 23 (Success Stories), Question 24 (Good News), Question 25 (Other DC agencies and initiatives). Question 26 is important. Remember the RFA asked applicants to align outreach to the Focus Areas mentioned on pages 33 and 34 of the RFA. Mentioning specific Focus Areas in the narrative for Q26 is helpful.

The **Document Upload** section is where excel spreadsheets (usually, sometimes Word Documents) are uploaded. **PDFs cannot be uploaded into database.** [The District of Columbia is fortunate to have many DC Based Programs such as HPAP, IZ/ADU, PADD, SFRRP, TOPA, HRA/RAD related activities, as well as direct services to tenants and tenant groups, and services to Condo/Coop Associations. DHCD staff need monthly reporting in order to better do their work and respond to the needs of DC citizens. These reports are shared directly with the appropriate program manager.]

There three areas of your activities will be reported on a monthly basis to help us meet our HUD and DC Government requirements and the needs of DC residents.

Reporting for Fiscal Year 2025 will begin with Report # 1. The end of Government's fiscal year (9/30/2025) will conclude with Report # 10 and the close-out of FY25 Purchase Orders. The complete schedule is below for the monthly report.

Other Reporting: Beneficiary Data and Language Access

Other reports are also required. These include **Beneficiary Report** and **Language Access Report.** These two reports are required on a quarterly basis. These reports will not be answered within ZoomGrants. The Office of Program Monitoring will provide the spreadsheets to use for these quarterly reports. Please see your Grant Agreement for additional information about the monthly and quarterly reports. Please note, the Beneficiary Report corresponds to the sources and uses of your Grant Agreement. A separate Beneficiary Report is needed for each type of funding awarded: Public Service (PS), Non-Public Service (NPS) and NRSA Wards 7 & 8 PS and NPS.

These quarterly reports will be due:

Oct/Nov/Dec 2/24/2025

Jan/Feb/March 4/10/2025

April/May/June 7/10/2025

July/August/Sept 10/10/2025

Please note we cannot extend these deadlines since they are HUD's deadlines and not in our control. Please submit your report on schedule.

Please remember HUD views reporting and reimbursement requests as inseparable and therefore to be coordinated at the same time. Please avoid not filing on the deadline.

Monthly Reporting on Performance and Accomplishments

Report Number Period Covers Due Date

Report Number	Period Covers	Due Date	Notes
Report 1	FY25 Q1 (Oct/Nov/Dec)	03/03/2025	
Report 2	January	03/03/2025	
Report 3	February	03/10/2025	
Report 4	March	04/10/2025	
Report 5	April	05/10/2025	
Report 6	May	06/10/2025	
Report 7	June	07/10/2025	
Report 8	July	08/10/2025	
Report 9	August	09/10/2025	
Report 10	September	10/10/2025	

In ZoomGrants reporting, there are data questions. Please enter only a whole number. If a particular question doesn't apply to your statement of work and workplan, please enter zero. The narrative questions also require a response. If there is nothing to report in the narrative, please enter a statement such as "No changes" or "Not applicable".

Report 1: **3/3/2025** Report 2: **3/3/2025** Report 3: 3/10/2025 Report 4: 4/10/2025 Report 5: 5/10/2025

Report 6: 6/10/2025 Report 7: 7/10/2025 Report 8: 8/10/2025 Report 9: 9/10/2025 Report 10: 10/10/2025

Report 1: 3/3/2025

This report is OVERDUE. Submit Report 1

Agency

This is a branching question. The system will remove questions that do not apply to you based on your answer to Question #1.

Please disregard the number sequencing.

1. Identify Your Agency Name

This is a branching question. Only the questions that apply to your agency will appear.

- ○ CARECEN-Central American Resource Center
- ○ Centro de Apoyo Familar

- ○ Greater Washington Urban League, Inc.
- ○ Housing Counseling Services
- ○ Latino Economic Development Corporation of Washington DC
- ○ Legal Counsel for the Elderly
- ○ Lydia's House in Southeast, Inc.
- ○ Manna, Inc.
- ○ Marshall Heights Community Development Organization, Inc.
- ○ Mi Casa
- ○ Neighborhood Legal Services Program of the District of Columbia
- ○ University Legal Services

Workplan Accomplishment Metrics

2. A1: HUD Housing Counseling

Ignore the auto-total number.

Number of First Time Homebuyers Purchasing Homes

Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)

Number of 1:1 Counseling Sessions (Budget & Credit)

Number of unduplicated households

Number of 1:1 Homebuyer Counseling Sessions

Number of unduplicated households

3. A2: 8-Hour Homebuyer Class

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of 8-hour Homebuyer Educations Classes

Number of Attendees of 8-hour Homebuyer Classes

Number of DHCD Certificates issued

4. A3: HPAP (EAHP/NEAHP)

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of HPAP Pre Purchase Orientations conducted

Number of Attendees at HPAP Orientations

Number of Files submitted to HPAP Administrators

Number of 1:1 HPAP Counseling Sessions

Number of unduplicated households

5. A4: IZ/ADU Orientations

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of IZ Orientations Conducted

Number of Attendees at IZ Orientations

Number of DHCD Certificates issued

6. A5: IZ/ADU Income Certifications

Ignore the auto-total number.

Number of IZ/ADU Income Cetifications completed

7. A6: PADD

Ignore the auto-total number.

Number of PADD group training/coaching

Number of Attendees at PADD group training

Number of 1:1 PADD sessions (if applicable)

Number of unduplicated households receiving 1:1 PADD sessions

Number of PADD Income Certifications

8. A7: General Housing Services & Information (Group Training)

Ignore the auto-total number.

Number of Financial Literacy Trainings (including but not limited to credit & budgeting)

Number of Attendees at Financial Literacy Trainings

Number of Homebuyer Clubs Meetings

Total of Attendees at Homebuer Club Meetings

Number of group trainings or workshops not reported in other categories

Number of Attendes at group trainings or workshops not reported in other categories

9. B8: General Home Management (Post Purchase Non-Delinquent)
Ignore the auto-total number.

Number of Homeownership Preservation Workshops

Number of Attendees at Homeownership Preservation Workshops

Number of Post-Purchase Workshops (not including Homeownership Preservation)

Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)

Number of 1:1 Post-Purchase Counseling Sessions

Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions

10. B9: Foreclosure Counseling
Ignore the auto-total number.

Number of Foreclosure Workshops

Number of Attendees at Foreclsoure Workshops

Number of 1:1 Foreclosure Counseling Sessions

Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number of Foreclsoures Prevented

11. B10: Eviction Counseling

Ignore the auto-total number.

Number of Eviction workshops

Number of Attendees at Eviction workshops

1:1 Eviction Counseling

Unduplciated households 1:1 Eviction Counseling

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number Evictions Prevented

12. B11: SFRR

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of SFRRP Orientations conducted (required)

Number of 1:1 Intake sessions

Number of unduplicated households

Number of complete applications submitted in SFRRP Portal

13. B12: Legal Services for Seniors, Coops and Condos

Ignore the auto-total number.

Senior households receiving legal services

Coop Associations receiving legal services

Condo Associations receiving legal services

Number of Training for Law Firms

Number of Attendees at law firm training

Number of outreach activities

Number of new partnerships initiated

Number of clients helped with Schedule H

Number of clients helped with life planning docs

Number pro bono attorneys engaged in housing-related matters

Number veterans receiving legal counsel/advice

14. B13: Technical Assistance for Coop

Ignore the auto-total number.

Number of Co-Op Associations receiving Technical Assistance

Number of Action Plans written for Co-Op Associations

Number of Successful Outcomes for Co-Op Associations

Number of Asset Management Improvement Services Provided for Co-Op

Number of Asset Management Tactical Support Services Provided to Co-Op

Number of Consultative Services Provided to Co-Op Associations and Clients

Number of Legal Assistant Services provided to Distressed Co-Op Associations

Number of Organization Sustainability Tactical Support Services Provided to Co-Ops

Number of Ownership Educations Sessions provided to different ownership models including shared equity

Number of Relocation Plans completed and accepted for Co-Ops

Numbers of Trainings on Board Operations Governance & Management to Co-ops

Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management

Number of written Asset Management & Sustainability Plans for Co-Ops

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Co-Op Associations

Number of Associations (Coops) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Co-Op Associations

15. B13: Technical Assistance for Condo Associations

Ignore the auto-total number.

Number of Condo Associations receiving Technical Assistance

Number of Action Plans written for Condo Associations

Number of Successful Outcomes for Condo Associations

Number of Asset Management Improvement Services Provided for Condo

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo

Number of Asset Management Tactical Support Services Provided to Condo

Number of Legal Assistant Services provided to Distressed Condo Associations

Number of Consultative Services Provided to Condo Associations and Clients

Number of Organization Sustainability Tactical Support Services Provided to Condo Associations

Number of Relocation Plans completed and accepted for Condo Associations

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

19. C17: Tenant Counseling for HRA - Rental Accommodation Division

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

Number of Attendees at group training/coaching

20. Marketing & Outreach

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Housing Fairs

Other Tabling Events

Flyers Distributed

Social Media Posts (Facebook, LinkedIn, Instagram)

Mailings

Paid Advertising (display ads in print)

Other

Accomplishment Narrative

21. Staffing Information: Any changes (terminations or new hires) in staff members who are on the grant? Or in the Executive Leadership or Management Team? Number of HUD Certified Counselors (expressed as FTEs) on staff at the

end of this reporting period?

Maximum characters: 1000. You have 1000 characters left.

22. Who are the current Points of Contact and email for the following: 1) Executive Leader (NOTE: Executive leader is copied on all communication): 2) Grant/Fund Development: 3) Grant/Accounting: 4) Program Managers/Directors/Supervisors:

Maximum characters: 1000. You have 1000 characters left.

23. Please provide us with client success story/stories for this quarter by program. You may provide a link to an article that has been written for other purposes (newsletter, website, or newspaper article).
Redact (use a pseudonym) for any client name or other personal identifying information if you have not received a release.

Maximum characters: 3000. You have 3000 characters left.

24. Any good news to share? Any events and activities coming up? (e.g. obtained other grant funds to leverage DHCD grant, Open Houses, Presentations, Community Events, etc.)
Upload a calendar of upcoming program events (in-person or webinars).

Maximum characters: 3000. You have 3000 characters left.

25. Describe your organization's involvement in other projects or initiatives with other District agencies.

Maximum characters: 3000. You have 3000 characters left.

26. Describe your marketing and outreach during this period. What groups or areas did you market to, numbers, and in what way did you contact them (mail, event, email, personal, media, etc.)?

Maximum characters: 3000. You have 3000 characters left.

27. Describe any specific obstacles (if any) to your organization's program or service delivery during this period?

Maximum characters: 3000. You have 3000 characters left.

Documents Requested *	Required?	Uploaded Documents *	
ALL: Procurement Report, as applicable Download template: Procurement Report			Upload
ALL: Language Access for Outreach and Group Sessions Download template: Language Access for Outreach and Group Sessions	Required		Upload
ALL: Calendar of Next Quarter (3 months) of Orientations, Trainings, Workshops & 8-Hour Classes	Required		Upload
A-2 HBE 8-Hour Class Attendance Certificates Download template: A-2 HBE 8-Hour Class Attendance Certificates			Upload
A-3 Homebuyer Assistance Program Intake Download template: A-3 Homebuyer Assistance Program Intake			Upload
A-4 IZ Orientation Attendance Certificates Download template: A-4 IZ Orientation Attendance Certificates			Upload
B-11 SFRRP Intake Download template: B-11 SFRRP Intake			Upload
C-15 and C-16 TOPA Reporting Download template: C-15 and C-16 TOPA Reporting			Upload
C-17 Training for Tenants and Tenant Organizations Download template: C-17 Training for Tenants and Tenant Organizations			Upload

** ZoomGrants™ is not responsible for the content of uploaded documents.*

CDBG PUBLIC SERVICE* HOUSING COUNSELING (HC) PROGRAM

HEAD OF HOUSEHOLD DEMOGRAPHICS

IDIS Number	
Community Based Organization (CBO)	
National Objective/Matrix Code	
Project Analyst	
Proposed HOUSEHOLDS TO Serve	
Total HOUSEHOLDS Served	
Difference Used for CAPER Analysis	

Tip #1	Avoid Duplicative Reporting
Tip #2	Complete each cell; even if N/A (Not Applicable)
Tip #3	Do not complete Greyed-Out Cells
Tip #4	Based on HEAD of HOUSEHOLD
Tip # 5	Submit Quarterly
Tip #6	Public Service - HC that cannot show proof a home was purchased.
Tip # 7	CPM - Kelly Ann Morrow, DHCD Grant Management Officer, kelly-ann.morrow@dc.gov

HEAD OF HOUSEHOLD CHARACTERISTICS

Race/Ethnicity/Household Composition	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column B)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Wards 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
White		0		0	0																					0	0	0
Black/African American		0		0	0																					0	0	0
Asian		0		0	0																					0	0	0
Native American/Alaskan Native				0	0																					0	0	0
Native Hawaiian/Other Pacific Islander				0	0																					0	0	0
Native American/Alaskan Native & White				0	0																					0	0	0
American Indian/Alaskan Native & White				0	0																					0	0	0
Asian & White				0	0																					0	0	0
Black/African American & White				0	0																					0	0	0
Native American/Alaskan Native & Black/African American				0	0																					0	0	0
Other Multi Racial				0	0																					0	0	0
Did Not Report				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Income Data (In accordance with HUD Part 5)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column B)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Wards 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
Extremely Low 0-30 %				0	0																					0	0	0
Low 31%-50%				0	0																					0	0	0
Moderate 51%-80%				0	0																					0	0	0
Non-Low/Moderate 81% - 110%				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Additional Data (Does not apply to Single Family Residential Rehabilitation Program)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column B)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Wards 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
With New or Continuing Access to Service or Benefit				0	0																					0	0	0
With Improved Access to Service or Benefit				0	0																					0	0	0
Received a Service or Benefit that is No Longer Substandard				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Language Access

The recent Executive Order of the President makes English the Official Language of the United States.

Grantees may translate forms, document, trainings into other languages as they deem appropriate for the benefit of clients.

Grantees may also make provision for clients to have access who are English Proficient/Non-English Proficient (LEP/NEP).

The Language Access line remains available to Grantees. OPM can provide the phone number.

Grantees are encouraged to report on a quarterly basis concerning language accommodation for clients.

Tracking includes:

- Language
- Use of interpreter, bi-lingual staff person or language access telephonic line
- Used on the group basis or individual and the number of each

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit D Method to determine Client Eligibility for Services

Method to determine Client Eligibility for Services:
By Household

DHCD will provide the spreadsheet to use for this Quarterly Report

If a grantee has two or three sources/uses of grant funds, a separate report is needed for each.

Sources/Uses includes

1. Public Services (PS),
2. Non-Public Services (NPS) and
3. NRSA Wards 7 & 8 PS & NPS.

For each the Household report includes:

Section 1

Grantees will provide the following information concerning race/ethnicity which shall be recorded by

- Ward,
- Head of Household,
- Tenant/Owner

White
Black/African American
Asian
Native American/Alaskan Native
Native Hawaiian/Other Pacific Islander
Native American/Alaskan Native & White
American Indian/Alaskan Native & White
Asian & White
Black/African American & White
Native American/Alaskan Native & Black/African American
Other Multi Racial
Did Not Report
TOTAL

Section 2

Also, each household shall be counted by income category using the CDBG income categories and dollar amounts. (See chart in this exhibit.)

Section 3

Lastly, each household shall be counted by CDNG service category.

With New or Continuing Access to Service or Benefit
With Improved Access to Service or Benefit
Received a Service or Benefit that is No Longer Substandard

The Number of Households in each of the above calculations be the same. That is, if 100 households are reported in Section 1, there must be 100 in reported also in Sections 2 and 3.

This procedures is repeated for:

- Non-Public Service Activities
- NRSA Wards 7 & 8 Public Service and Non-Public Service

INCOME LIMITS WITH UNCAPPED LIMITS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
U.S. Department of Housing and Urban Development (HUD) FY 2023
Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	**84,400**	**96,450**	**108,500**	**120,550**	**130,200**	**139,850**	**149,500**	**159,150**

	Median Income	**Family Four Low Income Limit**
DC	**$152,100**	**$95,300**

This grant will consider eligibility based on Household Beneficiary Data

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit E Budget Modification Form

BUDGET MODIFICATIONS

To request a Budget Modification, please reach out to your Point of Contact with Community Services to request the excel file.

The excel file should be returned to Community with the details (below) about your request. You may also send a PDF of the excel file in addition to the excel file itself. The excel is needed to upload to the database.

There should be a cover letter from the Executive Director requesting the modification as outlined in excel file attached. Only the Executive Director as a signatory to the Grant Agreement can request a Budget Modification.

The Excel file will guide you through the process.

The Excel template asks you for each line item in the A 3-2 (Personnel) to indicate the current budget and the requested budget modification for:

- Hourly rate
- Number of Hours to be charged to the Grant (total for the year)

Similarly for the A 3-1 the template asks the current Budget Amount for each line item and the requested modification amount for each line item in the A 3-1.

Each line item in the A 3-1 and A 3-2 must be included in the Modification.

The deadline to request a Budget Modification is June 1st of each year.

The Community Services team is available to provide technical assistance.

Cost Category	Current Budget	Increase (Decrease)	Requested Modificastion Amount
Personnel (Salary & Fringe)	$0.00	$0.00	$0.00
Credit Report	$0.00	$0.00	$0.00
Space	$0.00	$0.00	$0.00
Insurance	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Training	$0.00	$0.00	$0.00
IT Services & Support	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$0.00	$0.00	$0.00
Total Indirect Costs (De Minimis Cost Rate 15%)	$0.00		$0.00
Total Costs	$0.00	$0.00	$0.00

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit F Drug Free Workplace Certification

Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants also should review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact.

1. Lobbying

As required by Section 1352, Title 31 of the U.S. Code and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) no Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) if any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - III, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) the undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. Debarment, Suspension, and Other Responsibility Matters (Direct Recipient)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510–

A. The applicant certifies that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public Federal, State, or local transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification); and

(d) have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F. for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620–

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) establishing an on-going drug-free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace,

(2) the applicant's policy of maintaining a drug-free workplace,

(3) any available drug counseling, rehabilitation, and employee assistance programs, and

(4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) abide by the terms of the statement; and

(2) notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020. Notice shall include the identification number(s) of each effected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and incising termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (1), (c), (d), (e), and (f).

B. The applicant may insert in the space provided below the sites) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, ZIP code)

4. Drug-Free Workplace (Grantees Who Are Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, subpart F, for grantees as defined at 28 CFR Part 67; Sections 67 615 and 67.620–

1. as a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

2. if convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Housing and Community Development
1800 Martin Luther King Jr., Avenue SE
Washington, DC 20020.

As the duly authorized representative of the applications,
I hereby certify that the applicant will comply with the above certifications.

Grantee Name and Address Latino Economic Development Center 1401 Columbia Rd NW, Unit C-1, Washington DC, 20009

Latino Economic Development Center Housing Services

1. Application Number and/or Project Name

52-1749216

2. Grantee IRS/Vendor Number

Emi Reyes, Executive Director

3. Typed Name and Title of Authorized Representative

Emi Reyes (Oct 3, 2024 17:04 EDT)

4. Signature

10/02/24

5. Date

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit G Service Area Eligibility

This grantee provides services to residents of all DC Wards and will focus on the neighborhoods in these corridors where DHCD has invested resources for housing development.

- 16th St NW Corridor near the intersection with Havard St NW (Columbia Heights) in Ward 1
- Georgia Ave and New Hampshire Ave NW Corridor (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- Rhode Island Ave and South Dakota Ave NE Corridor (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 5
- M and South Capitol Streets SW Corridor (Greenleaf/Waterfront) in Ward 6
- Benning Road and Florida Ave NE Corridor (NoMa/Ivy City/Trinidad) Ward 6
- Minnesota Ave and Benning Rd NE Corridor (Benning, Greenway) in Ward 7
- Pennsylvania Ave and Minnesota Aves SE Corridor (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- East Capitol and Benning Rd Corridor (Capital View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- Marion Barry Ave and Martin Luther King Aves SE Corridor (Historic Anacostia, Fairlawn Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- Marion Berry Ave and Alabama Aves Corridor (Skyland, Woodland, Garfield Heights) in Ward 8
- Martin Luther King Ave and Alabama Ave Corridor (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- South Capital St and Chesapeake Aves SE Corridor (Bellevue, Washington Highlands) in Ward 8

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit H Insurance Requirements

DHCD-BILL WINSTON-GRANT FOR VARIOUS COMMUNITY-BASED ORGANIZATIONS HOUSING COUNSELING AND SERVICES AF07082024

INSURANCE

A. GENERAL REQUIREMENTS. The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this grant, the types of insurance specified below. The Grantee shall submit a Certificate of Insurance to the Grant Administrator (GA) giving evidence of the required coverage prior to commencing performance under this grant. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the GA.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Grantee and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this grant, with the understanding that any affirmative obligation imposed upon the insured Grantee or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its subcontractors, and not the additional insured. The additional insured status under the Grantee's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the GA in writing. All of the Grantee's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Grantee or its subcontractors, or anyone for whom the Grantee or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the GA with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the GA in writing), covering liability for all ongoing and completed operations of the Grantee and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an

Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or it's equivalent) to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the GA in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee in connection with work under this agreement, with a minimum combined single limit of $1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Grantee shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Defense costs shall be in addition to and not erode the limits of liability
e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or it's equivalent)

3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

   Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   The Workers Compensation and Employers Liability shall be further endorsed to:
   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the GA of commercial umbrella or excess liability insurance with minimum limits of $5,000,000 per occurrence and $5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS
Any and all subcontractors engaged by Grantee for work under this agreement shall be required to have the same insured required of Grantee. Should the Grantee wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Grantee shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Grantee. In either instance, the Grantee must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

E. DURATION. The Grantee shall carry all required insurance until all grant work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this grant and two years for non-construction related grants.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the Grantee's liability under this grant.

G. CONTRACTOR'S PROPERTY. Grantee and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.

DHCD-BILL WINSTON-GRANT FOR VARIOUS COMMUNITY-BASED ORGANIZATIONS HOUSING COUNSELING AND SERVICES AF07082024

H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the grant price.

I. NOTIFICATION. The Grantee shall ensure that all policies provide that the GA shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Grantee no long complying with the above requirements. The Grantee shall provide the GA with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the GA with an updated Certificate of Insurance should its insurance coverages renew during the grant. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Grantee at least 30 days' notice of the change. Grantee must comply, at your expense, and deliver to the GA evidence of compliance before the change becomes effective.

J. CERTIFICATES OF INSURANCE. The Grantee must send to GA, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Grantee must also provide us with evidence of renewal before the expiration date of each insurance policy. Grantee is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . Certificates of insurance must reference the corresponding grant number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:
William Winston, Grant Administrator (DHCD)
1909 Martin Luther King Jr Av SE, Washington DC 20020
771-208-9628
Bill.winston@dc.gov

The GA may request and the Grantee shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Grantee expires prior to completion of the grant, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the GA prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the GA on an annual basis as the coverage is renewed (or replaced).

K. DISCLOSURE OF INFORMATION. The Grantee agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Grantee, its agents, employees, servants or subcontractors in the performance of this grant.

L. CARRIER RATINGS. All Grantee's and its subcontractors' insurance required in connection with this grant shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.

M. WARRANTIES. When applicable, the Grantee should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). GA should collect, review for accuracy, and maintain all warranties for goods and services.

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director	CG	10/10/25
2. Chris Earley, Deputy Director	CEE	10/9/25
3. Julia Wiley, General Counsel	JW	10/7/25
4. Bill Winston, Associate Director of Community Services	WW	9/26/25
5. Clyde D. Edwards, Program Analyst	CDE	9/26/25
6.		

SUBJECT. MHCDO Grant Agreement → Housing Services

Director's Comments:

Action

APPROVAL	CIRCULATE	CORRECTION	FILE	FYI	INVITATION	MEETING	SIGNATURE
☒	☐	☐	☐	☐	☐	☐	☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Marshall Heights Community Development Organization (MHCDO)

$200,000.00 Grant #2025-09

Originating Office

FROM: C. Edwards	TELEPHONE NUMBER:
DATE: 9/26/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE: OFFICE OF THE DIRECTOR OCT 10 '25 AM9:01

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

To: Colleen Green
Director

OCT 10 2025

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Clyde D. Edwards
Program Analyst

Date: September 26, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division request execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Marshall Heights Community Development Organization (MHCDO)**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$200,000.00**
ATTACHMENTS:	**FY25 Executed Grant Agreement #2025-09** **FY26 Modification Agreement #2025-09** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-09
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

MODIFICATION OF GRANT AGREEMENT
BY AND BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
AND
MARSHALL HEIGHTS COMMUNITY DEVELOPMENT ORGANIZATION INC.

This Modification of Grant Agreement (the **"Modification"**) is entered into as of the 10th day of October 2025, (**"Effective Date"**), by and between the **District of Columbia**, a municipal corporation (hereinafter sometimes referred to as the **"District"**), acting by and through the District of Columbia Department of Housing and Community Development (hereinafter referred to as the **"Grantor"** or **"DHCD"**), and **Marshall Heights Community Development Organization Inc.** [Entity Identifier MPNCL577TNL5], a non-profit corporation organized and existing under the laws of the District of Columbia, (hereinafter sometimes referred to as the **"Grantee"**) with its principal place of business at 3939 Benning Rd NE, Washington, DC 20019. The Grantor and Grantee shall be together referred to as the "Parties."

RECITALS:

1. DHCD, with offices at 1909 Martin Luther King, Jr. Avenue, SE, Washington, DC, 20020, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program pursuant to the District of Columbia Community Development Act of 1975 (D.C. Official Code § 6-1001 *et seq.*) and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Parties entered into a Grant Agreement (DHCD Contract No. 2025-09) **("Grant Agreement or "Agreement")** effective on February 1, 2025, that memorialized a funding award to Grantee derived from the District's Community Development Block Grant Program ("CDBG") Grant allocation for the purpose of providing a range of HUD housing counseling services that benefit low and moderate-income persons in the District of Columbia for the period from February 1, 2025 through December 31, 2025. (**"Grant Term"**). The Grant Agreement is attached hereto as ***Exhibit A*** and incorporated herein.

3. Section III.C. of the Grant Agreement included an erroneous statement regarding immigration status of Grant services beneficiaries.

4. Pursuant to Section XXII. of the Agreement, the Parties desire to amend the Agreement to correct that erroneous statement and for other purposes.

NOW, THEREFORE, in consideration of the mutual agreements of the Parties set forth herein, the Parties hereby agree as follows:

1. The above recitals are hereby incorporated and made a part of this Amendment.

2. Capitalized terms used in this Amendment that are not defined herein shall have the meanings given to such terms in the Grant Agreement.

3. **Section III. Grant Award Subsection C. Paragraph 1**
The second sentence, to include footnote 5 for a Housing Counseling Services Grant or footnote 7 for a Small Business Services Grant is deleted. **This change is retroactive to the Grant Effective Date.**

4. **Section IV. Grant Term and Periods of Performance**
The Grant term and Periods of Performance are revised. The text in the first paragraph of Section IV. is deleted and replaced with the following text:

*The term of this Agreement shall commence on the Effective Date and continue through September 30, 2026 ("**Grant Term**" or "**Term**"). There are two Performance Periods during this Term. The first Performance Period begins on the Effective Date and ends on September 30, 2025. The second Performance Period begins on October 1, 2025, and ends on September 30, 2026.*

5. **Section III. Grant Award** is amended to add a new subsection B. to read as follows:

*B. The Grant Award is amended to authorize a budget for Grant services to be provided during the Performance Period that begins October 1, 2025, and ends on September 30, 2026. ("**FY 2026 or FY 26**"). Total Grant authority in FY 26 shall not exceed **Two Hundred Thousand Dollars and No Cents [$200,000.]**.*

The FY 2026 Grant funding is allocated as follows:

Sources and Uses of Funds:

NRSAs Ward 7 and Ward 8 [CDBG EN]	*$200,000.*
TOTAL CDBG [EN]	*$200,000.*
TOTAL AWARD [All Sources]	*$200,000.*

Notwithstanding the designated source of funds, the Grantor reserves the right to provide funding from another source(s). In all cases, applicable Federal and District laws and regulations shall apply regardless of the source.

The FY 26 funds will be used to fund a range of services which HUD has defined as (insert one of the following)

- ***Housing Counseling Services: Public Services and Non-Public Services provided by a HUD Approved Counseling Agency ("HCA").***

The specific Grant activities are described in ***Exhibit B*** *attached hereto, which includes:*
(a) the Statement of Work,
(b) The Grantor approved Workplan

(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as ***Exhibit C****. and incorporated herein. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.*

6. The Parties agree that this Modification does not otherwise affect or impair their obligations under the Grant Agreement, and all terms, conditions and obligations of the Grant Agreement, not amended herein, shall continue in full force and effect as prescribed in the Grant Agreement.

7. This Modification shall be binding upon and inure to the benefit of the Parties to this Agreement and to their successors and assigns and continue so long as the Grant Agreement is effective.

8. Grantor and Grantee agree that if any of the terms and conditions contained herein shall contradict any of the terms and conditions in the Grant Agreement, the terms and conditions contained herein shall prevail.

IN WITNESS WHEREOF, the Parties have executed this Modification by and through their duly constituted and authorized officers and agents on the day and year first hereinabove written.

[Signature pages follow]

GRANTOR SIGNATURE PAGE

DISTRICT OF COLUMBIA, a municipal corporation acting by and through the Department of Housing and Community Development

By: _____
Colleen Green
Director

10/10/25
Date

Legal Review:

By: Julia H Wiley
Office of the General Counsel
Department of Housing
and Community Development

Date: 10/7/25

DHCD Contract No. 2025-09
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

GRANTEE SIGNATURE PAGE

MARSHALL HEIGHTS COMMUNITY DEVELOPMENT ORGANIZATION INC.
a District of Columbia nonprofit corporation

By: _____
Babatunde Oloyede
President & CEO

10/28/2025
Date

DHCD Contract No. 2025-09
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT A

FY 2025 Grant Agreement

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director		3/17/25
2. Chris Earley, Deputy Director		3/17/25
3. Julia Wiley, General Counsel		3/17/25
4. Bill Winston, Associate Director of Community Services		3/14/25
5. Clyde Edwards, Program Analyst	CDE	3/13/25
6.		

SUBJECT:

Director's Comments:

Action

APPROVAL	CIRCULATE	CORRECTION	FILE	FYI	INVITATION	MEETING	SIGNATURE
☒	☐	☐	☐	☐	☐	☐	☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Marshall Heights Community Development Organization- NBAP FY25 HOUSING SERVICES $134,000.00 Grant # 2025-09

Originating Office

FROM: C. Edwards	TELEPHONE NUMBER:
DATE:3/13/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE:

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Clyde D. Edwards
Economic Development Program Specialist

Date: 3/14/25

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	Marshall Heights Community Development Organization
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$ 134,000**
ATTACHMENTS:	**FY25 Grant Agreement #2025-09** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

DISTRICT OF COLUMBIA.

COMMUNITY SERVICES
HOUSING COUNSELING SERVICES

GRANT AGREEMENT

BY AND BETWEEN
THE DISTRICT OF COLUMBIA
AND

MARSHALL HEIGHTS COMMUNITY DEVELOPMENT ORGANIZATION INC.

This Grant Agreement ("Grant" or "Agreement"), is made effective as of March 17, 2025, ("Effective Date"), by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the D.C. Department of Housing and Community Development (hereinafter referred to as "Department," "DHCD" or "Grantor") and Marshall Heights Community Dev. Organization, a District of Columbia non-profit corporation Grantee [DUNS No. Unique Entity Identifier (UEI) MPNCL577TNL5] (hereinafter referred to as "Grantee") with its principal place of business at 3939 Benning Rd NE Washington DC 20019. Grantor and Grantee shall be collectively referred to herein as the "Parties."

RECITALS

1. The Department with offices at 1909 Martin Luther King Jr Avenue SE, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975, D.C. Official Code§ 6-1001 *et seq.*, and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Department is authorized to fund community based non-profit organizations that provide housing counseling services for low- and moderate-income persons.

3. On June 7, 2024, the Department published a Notice of Funding Availability ("NOFA") in the D.C. Register, which announced the forthcoming issuance of the Fiscal Year ("FY") 2025 Request for Applications ("RFA") for the Neighborhood-Based Activities Housing Counseling Services Program ("HCSP"). The RFA was issued on June 21, 2024, that solicited applicants to provide services to District of Columbia ("District") residents as a part of the Department's HCSP. HCSP includes Public Services ("PS"), and Non-Public Services ("NPS") as defined in Section I herein. U.S. Department of Housing and Urban Development ("HUD") approved counseling agencies employing one or more certified HUD counselors are eligible to provide both PS and NPS services, while organizations which do not have HUD approval status may provide PS services only. The RFA included an opportunity for applicants to provide one or more of seventeen (17) services listed in the RFA. These services include HUD-approved counseling in keeping with 24 CFR 5.100 and related Federal regulations (in 2 CFR Part 200, and 24 CFR Part 214) as well as services related to local DC programs which are administered by the Department. The RFA and the requirements set forth therein are also incorporated by reference herein.

4. The Grantee's RFA application demonstrates that its organization possesses project management, and organizational and administrative capacity to successfully perform as a nonprofit grant subrecipient under the Department's HCSP, and accordingly DHCD has determined to award a grant to the Grantee in FY 2025 ("25" or "2025").

5. The Grantor proposes to fund HCSP grant activities in FY 2025 from its allocation of Community Development Block Grant ("CDBG") funds authorized by Title I of the U.S. Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), 24 CFR Part 570.

6. As a condition precedent to disbursement of the Grant proceeds to Grantee for the sole and exclusive purposes described in Exhibit A (which includes the "Statement of Work" and the approved "Workplan", both attached hereto and made a part hereof), the Department requires that Grantee enter into this Agreement setting forth the terms and conditions of the Grant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are hereby incorporated by reference and made a part hereof.

Section I. Definitions.

A. As used herein, the following terms shall have the meanings indicated:

a) **Fiscal Year**: All references to Fiscal Year(s) ("FY") herein refer to the District Government fiscal year which is October 1st to September 30th
b) **Neighborhood Revitalization Strategy Area** ("NRSA") refers to the HUD approved areas of Wards 7 and 8 which have been designated as strategic areas for revitalization. Services to Ward 7 and Ward 8 regardless of whether Public Service or Non-Public Service, attributed to the NRSA.
c) **Non-Public Services** refers to 24 CFR 5.100 counseling services provided to clients in connection with the purchase of a specific home. All other 24 CFR 5.100 counseling is Public Service.
d) **Public Services** refers to all other services and may include group training and/or one on one counseling.
e) **Performance Periods**: The Performance Period is defined as the start date and end date for which Grant funds are awarded to execute an approved Workplan and Statement of Work in keeping with the RFA for FY 2025. (See Section IV below.)

Section II. Exhibits.

The Exhibits listed below and the terms and conditions of the same are incorporated herein and made a part of this Agreement.

A. Services to be Provided
- Statement of Work
- Section 3 from the FY 25 RFA: Services
- Workplan as approved by the Grantor

B. Budget
- Schedules A (3-1) and A (3-2) for the First Performance Period

C. Required Reporting Forms
- Monthly Performance Report on group trainings/orientations/workshops and one on one counseling (in connection with the Statement of Work and Workplan), as well as reports on DHCD certificates issued, outreach and marketing activities, and upcoming group trainings.

- Quarterly Beneficiary Data and Demographics for each of the following (a) PS, (b) NPS, and (c) NRSA activities.
- Quarterly Language Access Report (Optional)
- Quarterly Banking Report (as applicable)
- Quarterly Procurement Report (as applicable)
- Quarterly Submission of Minutes of Board of Directors Meetings

D Method to determine Client Eligibility for Services
E Budget Modification Form
F Drug Free Workplace Certification
G Service Area Eligibility
H Insurance Requirements
I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Section III. Grant Award

A. The Department shall make a Grant of the District's CDBG Entitlement Grant Federal Award No: B-24-MC-11-0001 ("CDBG Federal Award") to Grantee in an amount not to exceed One Hundred Thirty-Four Thousand Dollars and No Cents ($134,000.) (the "Grant") and is allocated as follows:

Sources and Uses of Funds:

NRSAs Ward 7 and Ward 8 [CDBG EN]	$ 134,000
TOTAL CDBG [EN]	$ 134,000.

Notwithstanding the source of funds designated above, the Grantor reserves the right to provide funding from another source(s). In all instances, applicable Federal and District laws and regulations shall apply regardless of the funding source. The Grant award shall be used to fund a range of services which HUD has defined as Housing Counseling Services: Public Services and Non-Public Services by a HUD Approved Counseling Agency ("HCA").

The specific Grant activities are described in Exhibit A (attached hereto) which includes
(a) the Statement of Work,
(b) Lines of Services - Section 3.2 of the Request for Applications (RFA), and

(c) The approved Workplan
(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

C. The Grant services will benefit low-and-moderate income persons living in the District of Columbia. In keeping with recent Presidential Executive Orders, Grantees should only use grant funds for US citizens and should maintain such documentation to prove citizenship.[33]

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as Exhibit B. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.

D. The Catalog of Federal Domestic Assistance ("CFDA") number is 14.218.

E. The Uniform Administrative Requirements for Federal Grants are applicable to this grant award and are available online at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1. Also, the Grantee must comply with the Community Development Block Grants regulations 24 CFR part 570 that govern this award and other related HUD regulations, which are incorporated herein by reference.

Section IV. Grant Term and Periods of Performance

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2025. During this term, there are two Performance Periods. The First Performance Period is the Effective Date to September 30, 2025. The Second Performance Period is October 1, 2025, to December 31, 2025.

Funding for each Performance Period is in the sole discretion of the Grantor and requires meeting all due diligence requirements prior to award.

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[33] Examples of such document may include copies of unexpired state issued Real ID identification or driver's license, unexpired US passport or US passport card, active duty Military ID, current Green Card or Naturalization documents with state issued photographic identification.

The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of Grant funds or other Grant assets.

Section V. Statement of Work/CDBG Eligible Activities/Eligible Costs/Business Operations

A. CDBG Eligible Activities

1. Grantee shall use the CDBG Grant proceeds solely to fund Grantor-approved service activities that are intended to provide services and empower low- and moderate- income persons in the District of Columbia to make informed housing choices and achieve their housing goals, whether it's finding affordable rental housing, purchasing a home or obtaining financial assistance for critical home repairs.

The best way to provide this critical information to a client in order to assist them in their decision-making process is to adhere to 24 CFR 5.100[34] [in which a HUD certified counselor conducts (1) intake (2) financial and housing affordability analysis with affordability calculation (3) an action plan and (4) follow-up counseling to implement the action plan and achieve its stated goals].

The Grant services to be provided are described in Exhibit A. This description includes the major tasks, activities and project deliverables to be provided under this Grant. The Grantor reserves the right to alter or change the District of Columbia program requirements including eligibility, services provided, service methodology, service delivery and program goals during the performance period.

The proposed Grant activities are CDBG eligible activities pursuant to 24 CFR 570.201(e).

2. Grantee shall sponsor outreach events that inform the community about the Grant activities and participate in other community events as requested by Grantor.

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[34] 24 CRF 5.100: "Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling."

3. The Grantee must retain records which demonstrate that each activity funded under this Grant is CDBG eligible and document the amount of CDBG funds expended for each activity. This includes the activity itself, the outcomes, and the records concerning beneficiaries in keeping with subsection (B)(2) below receiving services. Any authorizations needed together with beneficiary statistical information should be obtained by the Grantee during intake or registration. HUD does not grant exceptions or authorize the District to make exceptions to this requirement.

B. CDBG National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention of slums or blight; 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. The Grantee certifies that the CDBG-assisted activities to be carried out under this Agreement will meet the National Objective of primarily benefiting low- and moderate-income persons (limited clientele activities) in accordance with Federal and District Requirements. The minimum threshold requires that at least 51% of the households served with CDBG funding must be low- and moderate-income households; provided however, that a Grantee whose application claimed additional scoring points for agreeing to provide Grant services to more than 51% low- and moderate-income beneficiaries, must adhere to the percentage they elected in their application.[35]

In accordance with the Grantee's election in their Application for a grant award and for receiving additional points in scoring, the Grantee has agreed to exceed the minimum requirement and to serve at least 90% low- and moderate-income beneficiaries.

Note: This percentage cannot be decreased as it was used for scoring in a competitive round of funding.

4. The Grantee shall disclose to any client that services are provided free of charge by a Grant funded by DHCD using Federal funds and therefore the Grantee has certain reporting

[35] In responding to the RFA published June 21, 2024, applicants were given the opportunity to receive additional points in scoring for committing to exceed the CDBG minimum threshold to either a 75% minimum or a 90% minimum.

requirements in order to provide the Grant services free of charge. The Grantee shall use appropriate forms to obtain a client authorization, as required, to comply with the terms of this Agreement and to meet HUD reporting requirements,

C. Staffing

Where HUD requires services are to be provided by a Certified HUD Housing Counselor, the Grantee shall comply with that requirement and not permit services reserved to HUD certified counselors to be provided by others.

To the extent applicable, Grantee agrees to secure the services of qualified personnel that are licensed and bonded in the District of Columbia to perform the CDBG Federal Award activities and services listed in Exhibit A.

Any changes in personnel or their general Grant responsibilities as set forth in Exhibit A are subject to the prior written approval of DHCD. In this regard, it is essential that the Grantee immediately report terminations and proposed new hires to the Grantor.

D. Business Operations

1. Grantee shall observe business hours of operation onsite in their service location(s) that align with District Government hours of operation specifically Monday through Friday 9:00 am to 4:30 pm (DC holidays excepted)[36] and shall ensure that sufficient staff are on site at Grantee's place of business to carry out Grant services.

2. During the hours of operations, Grantee shall have live answered telephones for incoming calls. If the Grantee's phone system utilizes an auto-attendant function or voicemail, announced option to the caller must include an option to press a certain key (such as "0" for an Operator) to be connected to a staff person in real time who can answer and field questions, redirect a caller to a staff person who can address a caller's inquiries, or provide registration information. DHCD and other DC agencies such as the Office of the Attorney General may check Grantee's compliance with this requirement from time-to-time.

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[36] DC Holidays include New Year's Day, Dr. Martin Luther King, Jr. Holiday, Washington's Birthday, DC Emancipation Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Day.

E. Grantee may offer clients virtual appointments as well as virtual group informational or educational activities, but Grantee shall also provide clients an option for in-person services (including both in-person one on one appointments as well as some in-person group informational or educational activities.) The Grantee shall not refuse in-person services to DC residents.

F. Housing Resource Center (HRC) and Late Night Hours: As required by the RFA, "Applicants selected for the award shall participate (in a regular rotation) in staffing onsite at the Department's Housing Resource Center (HRC). The HRC provides services to DC residents by appointment and walk-ins." The HRC is located in the Grantor's offices at 1909 Martin Luther King Jr Av SE. The HRC coordinator, in conjunction with the Associate Director for Community Services, will develop a schedule in consultation with Grant subrecipients for staffing the HRC on a rotating basis on weekdays.

RFA applicants were awarded additional points in their score by committing to "Extended Office Hours." The options included providing office hours until 7:00 pm at least one (1) day a week in their office location and/or until 7:00 pm at least two (2) days a month in the HRC.

In accordance with the Grantee's selection in their Application for grant award and funding, the Grantee has committed to serve Extended Office Hours Extended Office Hours until 7:00 pm one (1) day a week in their office and one (1) day in the HRC.

Section VI. Disbursement/Required Support Documentation

A. Reasonable, Allowable, Necessary, Allocable

1. Grantee may request reimbursement for actual expenses incurred to provide services and as described in the Grant Budget (A 3-1 and A 3-2). Requests must meet all four criteria: reasonable, necessary, allowable, and allocable. (2 CFR 200.305)
   a. ***Allowable costs.*** Reimbursements are limited to the expenses directly related to activities supported by the grant activities and are subject to the regulations of the Federal and District Governments. Expenses related to activities should be necessary, reasonable, allowable and allocable.
   b. ***Limitations on allowable costs.*** A grantee may not use an indirect cost rate to determine allowable costs under its grant.
   c. Some ***Unallowable costs.*** Expenses that are not allowable include (but are not limited to) sales tax, late fees, debts, tips & gratuities, food, alcohol, controlled substances, cash reserves or investments, money given to individuals (including

donations, grants or loans), contributions to organizations, costs of fundraising, fund development, grant writing, advocacy, lobbying, and purchase of goods or services for personal use or benefit.

2. In addition, Grantee must demonstrate to the reasonable satisfaction of the Grantor that Grant performance milestones have been achieved. All requests for payment of eligible expenses shall be associated with the budget line items specified in Exhibit B (Budget Schedule A (3-1), estimated cost invoices and satisfactory Grant performance.

3. Grantees may not be reimbursed for expenses paid through Cash app or other similar peer-to-peer payment platforms, since such platforms create issues for recordkeeping, auditability, and compliance with grant regulations.

4. The Grantee shall not supplant funds or seek reimbursement for expenses that may be reimbursed by another grant (Federal, District, or private) either prior to or subsequent to reimbursement by the Grantor.

5. The Grantee must have the capacity for bookkeeping and accounting services required to track Grant expenses and create payment requests in keeping with Federal and District requirements, either on staff or by a third-party contractor.

6. The Grantee shall create and submit payment requests in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the Grantee to create and submit invoices by selecting the applicable purchase order number which is listed on the Grantee's profile.

7. All Grantees must be registered in the portal prior to invoice submission. The vendor portal website is **https://cfo.dc.gov./supplier_portal**. Please log onto the portal for further details and instructions. Questions can be submitted to suppliers@dc.gov.

B. Form of Submission of Payment Requests

1. The cover sheet to the reimbursement package must be the 30A Form of the Department [RCSD DHCD 306A Revised October 2024]. No other cover sheet is needed. This form should contain the Purchase Order Number, the IDIS Number, and the Partial Payment Number in accordance with Department's guidelines.

Payments requests are contingent upon certification by the Grantee in the following form as contained on the 306A (RCSD DHCD 306A Revised October 2024). The Certification is to be made by the chief executive officer, or the chief financial officer or the chief operations officer if the Governing Board has authorized this officer to act on behalf of the board to sign.

"I certify that all items, quantities and prices of work and material shown in the requisition are correct to the best of my knowledge and belief. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information , or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812." (2 CFR 200.415)

2. Page 2 and Page 3 shall be the Reimbursement Request A 3-1 and A 3-2.

3. Page 4 shall be the Invoice Cover Sheet with:
   a. A unique identifier (e.g. a row number or brief alphanumeric code) shall be assigned by the Grantee to non-personnel invoices and with the same unique identifier marked on each and every supporting document (e.g. receipt, proof of payment, cancelled checks, contracts, scopes of works, services rendered, vendor statement or document, Grantee's notes) submitted. The unique identifier shall be listed on the invoice cover sheet.
   b. Vendor's name
   c. Remittance address
   d. Invoice number
   e. Invoice date
   f. Contract number (also known as Grant Number)
   g. Purchase order number (if any)
   h. Invoice Amount
   i. The Amount which the Grantee is requesting reimbursement
   j. Quantity of goods/services delivered. Deliverables. Shipping and payment terms
   k. Other substantiating documentation that justifies and supports the payment request.

4. Page 4 and subsequent pages as needed shall include the supporting documents for the reimbursement request including signed timesheets, payroll reports, invoices from vendors marked as described above. (See Section E below.)

C. HUD Related Requirements

1. Federal regulations require that reimbursement under the Grant is tied to (a) beneficiary data reporting and (b) program performance. Failure to meet reporting deadlines for performance and/or beneficiary service data will suspend temporarily the processing of Grantee payment requests. Staff unavailability does not waive the requirement to meet reporting deadlines, and Grantee shall ensure that adequate staff are trained or cross-trained to prepare and submit reports timely.

2. The Grantee should be aware that HUD maintains an *Integrated Disbursement and Information System* ("IDIS"), a database in which the Grantor must make reports during the performance period on each Grantee's account. HUD flags subrecipient accounts when reporting is not provided by a deadline. Such a flag shall constitute a default. Multiple flags or failure to meet the conditions for HUD to remove a flag may result in suspension or termination in keeping with Section XII (C) of this Agreement.

D. Schedule for Submission of Reimbursement Requests

1. Requests for reimbursement shall be submitted in a timely manner by the date due. Failure to meet a deadline shall constitute a default.

2. On the 10th day of each month, the Reimbursement Request shall be for the prior month; provided however, the September reimbursement request must be submitted earlier in October on the date specified by the Office of the Chief Financial Officer of the District of Columbia, which is usually between the 5th and 7th day of October. *(Grantee may wish to use other funding sources for the late September payroll to facilitate meeting the deadlines.)*

3. In order to close-out the grant by September 30th, the October request should be the only request submitted in September.

4. The monthly schedule for submission is as follows:

Month	Due Date
March	April 10th
April	May 10th
May	June 10th
June	July 10th
July	August 10th
August	September 10th
September	October 5th or 7th as specified by the DC CFO
October	November 10th
November	December 10th
December	January 10th
January	February10th
February	March 10th

5. As applicable, expenses incurred pursuant to a project commitment in IDIS that has been approved by the Grantor and are otherwise eligible for reimbursement at the Grantor's sole discretion, may be reimbursed, regardless of when those expenses were incurred.

E. Source Documentation

1. All costs and obligations incurred under this Grant Agreement must be supported by source documentation (e.g. invoices, receipts, contracts, canceled checks, etc.). Documentation may also include approved time distribution sheets and certified payroll reports for employees and contracts.

2. The Grantee must satisfy all documentary requirements to the reasonable satisfaction of the Grantor prior to the disbursement of Grant funds.

F. Requirements Applicable to Disbursed Funds/No Escrow

1. Grantee shall not escrow Grant funds. However, nothing shall prohibit the Grantee from supplementing funding for these activities from other sources including other grants, funders or donors.

2. Any cash advances disbursed pursuant to this Agreement must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate

cash requirements of the Grantee in carrying out the purpose of the Grant. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct Grant program or project costs and the proportionate share of any allowable indirect costs.

3. If at any time it is determined that more Grant funds are disbursed to Grantee than what was required by the Grantee's immediate disbursement needs, Grantee shall immediately return to Grantor the excess funds.

4. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations or fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee.

G. The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect cost rate, as further described in Section (C)(4) and Section (C)(5) (Reporting Requirements) below.

H. In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant proceeds within three (3) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant proceeds, unless another date shall be agreed to be the parties in writing. The Grantor reserves the right to recover such losses by any legal remedy available.

Section VII. Budget Modifications

A. Any amendments to the budget (change in the amounts specified in the individual cost categories set forth in Exhibit B). may be approved by the Grant Administrator, so long as the total amount of the budget is not exceeded.

B. Any increase in the total Grant amount must be approved by the Director of the Department. If the change is made at the request of the Grantee, the request shall be in writing dated and shall be submitted on a Budget Modification Form, attached hereto as Exhibit E.

1. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and dated using the appropriate excel format or the appropriate online portal if available.

2. The Grantee shall make modification requests by June 1st, to allow sufficient time for processing prior to the start of the fourth quarter of the fiscal year. No more than two modifications may be required in the performance period. Requests for modification to the budget shall not be approved after June 1, 2025, except for extenuating circumstances specified in writing, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion.

3. The Department will not approve reprogramming of personnel funds for positions not filled in compliance with this Agreement and Grantee's personnel policies submitted to Grantor. If at any time DHCD requires a more detailed budget breakdown than the one contained herein, the Grantee shall provide such supplemental budget information in a timely fashion and in the form and content prescribed by DHCD.

Section VIII. Conditions Precedent to Grant Closing and Grant Disbursement

Grant closing shall mean the date on which Grantee has satisfied all conditions precedent to execution to the satisfaction of the Grantor, at which time both parties have executed and delivered the Grant Agreement. No Grant proceeds shall be disbursed prior to Grant closing.

The following conditions must be met prior to Grant closing:

A. Eligibility Determination. Determination by the Grantor that Grantee's proposed Grant activities meet eligibility and national objective requirements specified by the CDBG Program regulations at 24 CFR §§ 570.200 through 570.209. Grantor has determined that the proposed Grant activities are eligible for CDBG Program funding pursuant to 24 CFR 570.201(e) (provide housing counseling services to low- to moderate-income households).

B. Environmental Clearance. Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historic preservation reviews, and HUD has issued an approval of the release of funds.

C. Due Diligence Submissions. The following items must be delivered to DHCD for approval prior to Grant execution and Grant closing:

1. Articles of Incorporation, organizational by-laws and certification of nonprofit status.
2. Board/Corporate Resolution, memorializing
   a. the Grantee's intent to enter into this Agreement
   b. identifying the total Grant amount of the award
   c. identifying the Grant Number
   d. identifying the funding source(s) of the award, and
   e. identifying the authorized person by name and title who is authorized to sign on behalf of the corporation to enter into this Agreement.
3. Certificate of Good Standing
   a. issued by the DC Department of Licensing and Consumer Protection (DLCP)
   b. certified within 6 months of the Effective Date of this Agreement.
4. Certificate of Clean Hands
   a. issued by the DC Office of Tax and Revenue (OTR)
   b. certified within 90 days of this Agreement.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia to carry out the Grant activities.
6. Evidence that Grantee has obtained insurance, as provided in Exhibit H. If the renewal period for any insurance requirement occurs during the Grant performance period, the Grantee is required to submit to the Grantor evidence (Certificate Of Insurance) of insurance renewal to cover the remaining Grant performance period.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Effective Date.
8. An Affirmative Action Plan ("AAP") must be submitted by the Grantee for review and approval by the District prior to Grant execution and the disbursement of any Grant proceeds. The AAP shall be in a form to be determined by the District and must detail the Grantee's efforts to comply with the District's goals for achieving equal employment in District government contracts and set forth specific standards for the utilization of minorities in all job categories, as required by Mayor's Order 85-85 and District law.
9. Drug-free Workplace Certification (Exhibit F).
10. Debarment affidavit and verification confirming that Grantee is not debarred or suspended or otherwise excluded from or ineligible for participation in federal or District assistance programs under Executive Order 12549 or District law.

D. Opinion of Counsel. Grantee shall submit a written opinion of the Grantee's attorney, which states that the attorney has read the Grant documents and that the Grantee:

- Is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary.
- Has the full authority and legal right to carry out the terms of this Grant Agreement and all documentation required hereunder to be executed by Grantee; and
- Has taken all actions to authorize the execution, delivery and performance of this Grant Agreement and any documents required to be executed in connection with the Grant according to their respective terms

The Opinion shall further state that none of the aforesaid actions, undertakings or agreements violate any restriction, term, condition or provision of the Grantee's organizational documents or any contract or agreement to which Grantee is a party or by which it is bound. The Opinion must identify the Grant Agreement by name and Grant number, and the counsel must specifically identify the documents upon which the Opinion is based.

E. Current on District Obligations. Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant, including all local taxes and charges affecting Grantee's business.

F. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Proceeds, including, but not limited to the Council of the District of Columbia and the Chief Financial Officer of the District of Columbia.

G. Clearance Approval issued by the DHCD Office of Program Monitoring.

Section IX. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. The Grantee shall cure all report deficiencies identified by the Department and resubmit for approval by the Grantor within 14 calendar days of the notification. The requirements of monthly and quarterly reports [VII.(A) and (B) are in Exhibit C.]

A. Monthly Reporting

Monthly Performance Reporting. The Grantee shall use the online reporting portal provided by the Grantor and shall provide a complete performance report by the 10th day of each month reporting on Grant activities, accomplishments and performance of the prior month. Failure to submit the report by the tenth day of the month following the end of each

month shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

B. Quarterly Reporting

On the 10th day of January, April, July, and October, the following quarterly reports for the previous three months shall be due and provided by the Grantee in the form and method required by Grantor:

1. Quarterly Report on **Beneficiary Data and Demographics** (separate reports for PS, NPS and NRSA).

2. **Banking Report** (as applicable)

3. **Non-expendable Equipment Inventory Report** (as applicable) (the purchase or lease of non-expandable equipment). The purchase of all computer equipment must have prior approval from the Department.

4. **Procurement Report** (as applicable).

5. Copies of the **Minutes of the Board of Directors** meetings, which took place during the previous quarter; and

6. **Language Access Report** (optional) If services are provided in languages other than English, we encourage a language access report to be made.

Failure to submit any or all Quarterly Reports by the tenth day of the month following the end of a quarter shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

C. Additional Report Requirements

The following reports are due to the Department within the timeframes indicated below. If these documents were previously submitted, they must be updated and resubmitted.

1. Fringe Benefits Report

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects funded from the proceeds of this Grant shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefits rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the change. The report shall be submitted to DHCD within fifteen (15) days of Grant execution.

The fringe benefits rate for any personnel costs funded by this Grant shall not exceed 20% of the base salary rate indicated in Schedule A Form A (3-2) of the budget (Exhibit B).

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to the date of the Offer Letter.

All personnel costs approved under this Grant Agreement must be filled within ninety (90) days of Grant execution or within ninety (90) days of the vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than ninety (90) days, whether intermittent or consecutive, at any time during the Grant period may result in the loss of funds for the position.

Grantee must submit transcripts of training or continuing education for individual staff and counselors to the Grantor.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with CDBG funds, in accordance with the requirements specified in 2 CFR Part 200 (Exhibit D). The property inventory list must include, at a minimum, a short

description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

a. The Grantee shall submit a budget and Cost Allocation Plan showing its direct and indirect costs and the allocation of such costs to the Grantee's activities, including the administration of the activities and services provided under this Agreement. The plan must show all allowable and unallowable costs and how such costs are included in the direct and indirect costs in accordance with 2 CFR Part 200.

b. A current Cost Allocation Plan must be submitted no later than thirty (30) days following Grant execution.

c. The Cost Allocation Plan must include all sources of funding for the Grantee, including this, Grant and to which program/cost centers each source has been applied using the Grantee's chart of accounts (referencing individual budgetary line items).

The Grantee must provide:
i. the total amount of funding from each funding source,
ii. the total staff employed by the Grantee, regardless of funding source, staff allocation per grant/program and the estimated percentage of time spent per grant program.

d. As required by HUD, the Cost Allocation Plan is subject to approval by the Grantor. The Grantee shall cure any defects or omissions in the Cost Allocation Plan within 60 calendar days of the notice to cure.

e. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. The waiver request must detail the reasons for the waiver request and include a copy of the relevant audited financial statements.

f. Claims for reimbursement of documented Grant expenses shall comply with 2 CFR Part 200 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.

5. Indirect Cost Rates

a. Grantees may request reimbursement for indirect costs based on their Cost Allocation Plan. The Cost of Allocation Plan must be reviewed and approved by the Grantor. The Grantee is required to keep records of the expenses charged to the Indirect Cost Rate for monitoring and close-out.

Grantees with Indirect Cost Rates are required to use their indirect cost rate. Grantees with provisional rates must demonstrate the rate is not expired or that it is currently used by a Federal Agency in awarding Federal funds to the Grantee during the current Fiscal Year. Other Grantees may use the Federal *de minimis rate* of 15%. In either case (*De Minimis rate* or Federally Approved rate), Grantee shall maintain records (available during monitoring, or close-out or upon request) indicating which costs in the cost allocation plan and the dollar amount have been attributed to the Indirect Cost.)

Indirect cost rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with supporting documentation. DHCD will not make adjustments to indirect cost rates after June 1st.

The Grantor does not issue or award Indirect Cost Rates.

Grantees who wish to obtain a Federally authorized Indirect Cost Rate are encouraged to contact the "Cognizant Agency" which is the US Department of Health and Human Services.

b. For all personnel costs funded under this Agreement, Grantee must maintain documentation for use of indirect cost funding and provide the same when requested for verification of expenditures in keeping with the approved cost allocation plan, including, but not limited to cancelled checks, employee signed and supervisory approved employee time sheets, invoices and bank records.

c. Expenses charged to an indirect cost rate must be accompanied by and cross-referenced to and reconciled with an independent audited financial statement, which accounts for all (grant funded and non-grant funded) activities by the Grantee during the fiscal year in which the indirect cost rate is based.

6. Organizational Audit

Grantee must submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year.

Note to All Grantees: All Grantees must ensure their financial records are available for review or audit by appropriate officials of the Federal Government and the District Government.

7. Auditor's Management Letter.

Grantee shall submit an auditor's Management Letter to the Grantor at the time it submits the annual audit.

8. Procurement Policy. Accounting Policies and Procedures. and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution, the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of the Grant. These policies and procedures shall be in accordance with the requirements of 2 CFR Part 200. The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

If the Grantee has previously submitted these documents, and the documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a certified statement (the "Re-certification Letter") to the Grant Administrator indicating when the most current document was submitted to the District and certifying that no changes to these policies and procedures have since been made.

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D. Summary of Report Deliverables and Receipt Due Dates:

	Report	Receipt Due Date
1	Monthly Performance Report	No later than the 10th day of each month
2	Quarterly Beneficiary Data	No later than January 10th, April 10th, July 10th and October 10th – a separate report for each use: PS-NPS-NRSA
3	Language Access Report (Optional)	No later than January 10th, April 10th, July 10th and October 10th
4	Fringe Benefits Report	Within 15 days of Grant execution
5	New Hires/New Employees Information (Job Description & Resume) HUD certificate if certified counselor	10 Days prior to the Offer Letter of Employment being sent to the candidate
6	Notice of Vacant Position	Within 10 days following the vacancy
7	Non-expendable Equipment Report	Within 15 days of Grant execution and quarterly thereafter
8	Procurement Policies and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
9	Accounting Manual and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
10	Cost Allocation Plan (based on and tied to the most recent audit)	Within 30 days of Grant execution
12	Independent Financial Audit	Within 90 Days of the Close of the Grantee's Fiscal Year

	Report	Receipt Due Date
13	Single Audit Report (if applicable)	Within 30 Days of submission to the Federal Audit Clearinghouse
14	Auditor's Management Letter	Submitted with the submission of the Audit
15	Requests to revise Budgets and/or Workplans	Prior to the 1st day of June
16	Grantee's Close-Out Report (Section XV.) Inventory Report & Annual Report	Within 90 Days of the end of the Term of the Grant.
17	HUD 9902	Within 30 Days of Submission to HUD
18	HUD Monitoring Report	Within 30 Days of Receipt from HUD monitor or the HUD intermediary monitor.

Section X. Accounting/Audit Requirements

A. Accounting System

1. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in Exhibit B.

2. Accounting records should be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.

3. Any funds provided to the Grantee or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest-bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

Grantee shall submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year, contingent on the following:

1. Grantees receiving an aggregate of $1,000,000 or more from all funders in Federal funds must in accordance with Federal regulations obtain an independent audit (Single Audit Act of 1984 , Single Audit Amendments Act of 1996, and 2 CFR Part 200). A standard audit may be supplied pending the completion and submission of the Single Audit.

2. Grantees:
   (a) Required to be audited by any State or political subdivision(s) thereof (whether by statute or regulation) or
   (b) Who conduct an audit to submit to any government or private funder, or foundation or corporate funder or
   (c) Whose governing body or senior management obtains an audit,

   shall be required to submit that audit to the Grantor upon receipt of the same.

If the Grantee is not audited in accordance with (1) and (2) above, the following shall apply:

3. A Grantee whose corporate entity receives or expends less than $999,999 as reported to the Internal Revenue Service in the 990 Tax Return without amendments, deletions or summarized details must file with the Grantor a financial report prepared by an independent Certified Public Accountant and certified by the same that contains:
   - income statement or Statement of Activities,
   - balance sheet or Statement of Financial Position,
   - statement of Functional Expenses by program or cost centers such statement to break out separately the Grantor's funding by Grantor's program(s) separately from all programs or cost centers used.
   - statement of cash flows, and
   - independent review and certification of the financial statements including a review of the management's financial internal controls.

   In addition, the nonprofit organization must file a biennial audit that covers both years within a biennial period. See 2 CFR Part 200, Subpart F.

4. The Grantee shall fully clear any deficiencies noted in the audit reports within sixty (60) days after receipt by the Grantee.

5. . Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default of this Grant and may result in the withholding of future payments and/or debarment from participation in future Grants.

Section XI. Grant Administration

The Grant Administrator is:

William Winston
Associate Director for Community Services
DC Department of Housing and Community Development
1909 Martin Luther King Avenue SE, Room 304
Washington, D.C. 20020.

The telephone number is (771) 208-9628. All concerns regarding the technical implementation and interpretation of this Grant are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line-item changes and terms) where there is no dollar increase.

Section XII. Repayment of Grant Funds/Grant Performance Monitoring Default and Remedies

A. HUD Monitoring

The Grantee is subject to monitoring by HUD and agrees to provide all required information, data, records, files including client files, case notes, correspondence and emails, reports, beneficiary data, performance data, financial records, supporting documentation, to satisfy HUD monitoring. Notwithstanding the date of a finding by HUD, should HUD make a finding, the Grantee shall be responsible to cure the defect, and should HUD require repayment of Grant funds for any reason to the Federal Government, the Grantee shall be responsible for repayment in the amount specified by HUD. Repayment shall be made to the District of Columbia and by the District to the Federal authority in satisfaction of the HUD requirement. HUD monitoring is not confined to the performance period but extends through the record retention period provided in Section XV.

B. Grant Performance Evaluation

1. DHCD will monitor the performance of the Grantee to ensure that the goals and performance standards stated in the Statement of Work and Work Plan and RFA are being achieved according to schedule and within budget.

2. All records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. Grantee shall make timely submission of all information and/or records requested by DHCD or HUD to assess performance under the Agreement.

C. Suspension or Termination of Grant Assistance

1. In accordance 2 CFR 200.340 and 200.341 and 200.343, suspension or termination of CDBG Grant assistance may occur according to the Default provision in subsection D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner.

2. If Grantee fails to correct the substandard performance within thirty (30) days after receiving written notice from DHCD, suspension or termination of this Agreement will be initiated.

3. In accordance with 2 CFR 200.340(a), suspension or termination of Grant assistance may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

Subject to any applicable notice requirement and right to cure, the occurrence of any of the following shall constitute an event of default:

1. Failure to comply with any of the CDBG Program rules, regulations or provisions referred to in this Agreement, or such other Federal or District statutes, regulations, executive orders, District of Columbia mayoral orders, HUD rulings, policies or directives applicable to this Grant:

2. Failure to comply with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement.
3. Substandard performance by the Grantee or any of its agents under this Agreement, as determined in the sole and reasonable discretion of DHCD; or
4. Improper use of funds provided under this Agreement.

A determination of default shall be made in the sole and reasonable discretion of DHCD.

E. Remedies for Default

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of a written notice to the Grantee, Grantor may take one or more of the following actions, as determined in its sole discretion:

1. Terminate and suspend further disbursement of any remaining Grant assistance.
2. Disallow all or part of the cost of the activity or action that is not in compliance with this Agreement.
3. Wholly or partially suspend or terminate the current Grant award; or
4. Take other legal remedies that may be available.

F. Termination for Convenience

The Grant may be suspended or terminated on the basis of convenience as provided in 2 CFR 200.340(a).

G. Reversion to DHCD of Grant Assistance

1. Upon default by the Grantee under the terms of subsection D above, which has not been cured, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request the following:

i. Any Grant funds in its possession (whether or not committed),
ii. Any accounts receivable attributable to the use of Grant funds; and
iii. The portion of any income directly generated by (or the prorated proportion of) Grant funds for the activities described in this Agreement.

2. Upon final completion of the projects and activities for which CDBG funds have been provided by DHCD, expiration of the term of this Agreement, cancellation, or determination of this Agreement, the Grantee shall transfer any unspent, excess or surplus CDBG Grant funds, to include accounts receivable attributable to the use of the CDBG funds.

H. Grantor Non-Waiver

DHCD's delay or failure to act with respect to a breach by the Grantee does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section XIII. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, and 2 CFR Part 200, as deemed applicable by the Grantor. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Fund Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Organizational Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter arising from this Grant Agreement.

D. Cancellation Ceiling

In the event of cancellation of the Grant because of non-appropriation of funds for a specific fiscal year, there shall be a cancellation ceiling of zero dollars.

E. Anti-Deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, Grantor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code§ 47.105. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-Deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section XI. of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements.
2. Performing technical evaluations as required.
3. Interpreting the Statement of Work and other language in the Grant.
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with the District and other laws and regulations applicable to the Grant.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

Babatunde Oloyede
President and CEO
Marshall Heights Community
Development Organization
3939 Benning Rd, NE
Washington DC 20019
202-650-5658
boloyede@mhcdo.org
www.mhcdo.org

H. Misuse of Grant Funds

Any alleged fraud, waste, abuse or mismanagement of Grant funds shall be immediately reported to the Grantor and the District of Columbia Office of the Inspector General ("OIG"). The OIG may be reached at (202) 724-TIPS (8477) and (800) 521-1639 or at oig.dc.gov

I. Nonassignability

Grantee will not sell, assign, pledge or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

Section XIV. Insurance

A. The Grantee shall obtain at least the minimum insurance coverage set forth in this Section XIV. and Exhibit H prior to the Effective Date and keep such insurance in force, as may be applicable, throughout the Grant period of performance.

B. Fidelity Bond: The Grantee must procure Fidelity Bond coverage in an amount equivalent to the total Grant budget. Pursuant to 2 CFR Part 200, Fidelity Bond coverage is required to protect the District's interest in the dollar amount of the Grant. Should Grantee be unable to procure a Fidelity Bond, Grantee shall submit proof that it has obtained general liability insurance that covers internal employee criminal activity or directors' and officers' liability insurance.

Section XV. Records Retention/Access

A. Records Retention

The Grantee shall retain all records demonstrating compliance with CDBG requirements and that are pertinent to this Grant for no less than five (5) years from Close-out of this Grant Agreement, including any extension thereof made in accordance with Section XVI. [Option to Extend] and including but not limited to Close-Out in IDIS of any HUD requirements. See Exhibit 5.1 in this link: https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-5.pdf

B. Extension of Retention Period

Notwithstanding the foregoing retention requirement in paragraph A above, if any litigation, claim, HUD monitoring or audit is initiated before the expiration of the retention period, records shall be retained for a period of not less than four (4) additional years following completion of the actions and resolution of all proceedings (e.g. litigation, claim, HUD monitoring or audit) involving the records.

C. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility, progress and achievement toward program goals and secure such records in a manner subject to applicable privacy laws. Such data may include, but is not limited to, client name, address, income level, case notes, correspondence and a description of service(s) provided. The Grantee shall use software which is HUD compliant to maintain client records. The Grantee shall transmit client records and files in a manner that is compliant with HUD's Personally Identifiable Information (PII) requirements.

D. Access to Records

All Grantee books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Grant funds shall be made available to the Department, HUD, its designee, representatives of the Inspector General of the District of Columbia or the Office of the DC Auditor at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.

E. National Objectives

The Grantee agrees to maintain documentation that demonstrates that the activities carried out with CDBG funds provided under this Grant meet the CDBG national objective of benefiting low- and moderate-income persons, as defined in 24 CFR part 570.208.

F. Copyright

If this Agreement results in any copyrightable material or inventions, DHCD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Section XVI. Federal and District Public Policy Requirements

Grantee shall fully comply with the following Federal and District policy requirements, as deemed applicable by Grantor:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federal-assisted and federal conducted programs and activities .

C. The requirements of Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

D. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.-) and implementing regulations at 24 CFR I part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

E. The requirements of Executive Order 11246, as amended by Executive Orders 11375. 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

F. The Conflict of Interest provisions of Federal and District laws strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of Federal funds to comply with 2 CFR 200.317 to 200.327 and

any sections of Title of 24 the Code of Federal Regulations concerning CDBG funding which are more restrictive than the Uniform Guidance Code for use of CDBG funds. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within (fifteen) 15 business days of execution of the Grant Agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict-of-Interest declarations to be executed by each employee and board member.

G. The Hatch Act. Chapter 15 of Title V. United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

H. The National Environmental Policy Act or other legislation implemented by 24 CFR part 58.

I. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement as Exhibit F.

J. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991H FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.

2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any grant,

or the entering into any extension. continuation. renewal, amendment of modification of any grant.

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and

c. He or she will include the language of the certification in all sub- grant awards at any tier and require that all recipients of sub-grant awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this Grant imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure, as the applicable grant shall so provide.

K. The Americans with Disabilities Act of 1990 (ADA) - Notwithstanding anything contained herein to the contrary, during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

L. The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are applicable pertaining to economic opportunities for low and very low-income persons. 24 CFR part 135.

M. First Source Program - Contractors and subcontractors of a government-assisted Project totaling $300,000 or more must comply with the District's goals for the recruitment, referral and placement of District residents. See D.C. Law 5-93, as amended, D.C. Official Code§ 2-219.01 et seq.

Section XVII. Close-Out Provisions

Activities and tasks during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor, and determining the custodianship of records (which shall remain the responsibility of the Grantee unless a determination is made otherwise). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over District appropriated funds and the record retention period, whichever is longest. Grantee shall submit the following items within the time frames indicated in this Section after completion of Grant activities or expiration or termination of this Agreement.

1. All activities are eligible, were completed and met a national objective.
2. All grant funds were expended in full, or all remaining funds are to be returned to Grantor.
3. All reporting requirements were completed and submitted (except for the final report that is submitted during the closeout process).
4. Any special conditions were met; and
5. All deficiencies or corrective actions affecting the Grant were resolved.

A. Grant Close-Out Report

The Grantee shall submit to the Grantor a Grantee's Close-Out Report ("Report") within ninety (90) days after expiration of the Grant term, termination of the Grant, or final payment for activities under this Agreement, whichever occurs later. This Report, at a minimum, shall include a narrative of the Grantee's completed tasks based on the activities, performance measures and goals set forth in the Statement of Work. The Report shall be completed using a form provided by the Grantor. The Grantee shall provide any information or data Grantor requests for Close-Out. In the Grantor's sole discretion, the reporting provided during the term of this Agreement may be accepted in lieu of the Grantee's Close-Out Report if those reports contain all information required in this section.

B. Documentation of Expenses

Within ninety (90) days after the expiration of the Grant, the Grantee shall provide to Grantor documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses.

C. Equipment Inventory

The Grantee shall submit to Grantor a list of all furniture, fixtures, equipment and vehicles purchased with Grant funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with 2 CFR Part 200.

D. Audit

The Grantee shall submit an audit or financial statement, as applicable, and as provided in Sections IX and X. of this Agreement.

E. Transfer of Records

Grantee shall, within ninety (90) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

F. Grantee's Obligations

The Grantee's obligations to DHCD remain in effect through the period of record retention as stated in Section XV.

Section XVIII. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion, and if legally permitted, extend the term of the Grant no more than two (2) times for one-year terms, or any fraction of one year, or multiple successive fractions thereof.

B. Grantor will endeavor to provide Grantee a preliminary written notice of its intent to extend at least thirty (30) days before the end of the Grant Term. The preliminary notice does not commit the District to an extension or authorize additional Grant funds to Grantee.

C. Any extension of this Grant is contingent upon the appropriation of funds for the applicable time period. However, the availability of funds shall not obligate the District to extend the Grant.

Section XIX. Total Agreement

The Grant Agreement, including specifically incorporated documents (to include the approved Statement of Work, the Work Plan, the approved Budget and the Grant attachments) constitute

the total and entire agreement between the Parties. Grantee understands and agrees to comply with the incorporated references contained in this Agreement and all applicable District and Federal laws and regulations.

Section XX. Applicable Law.

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia, unless otherwise controlled by federal law. In any proceeding relating to this Grant Agreement, each of Grantor and Grantee, hereby irrevocably submits to the jurisdiction of the Courts of the District of Columbia for the purposes of any suit, action or proceeding arising out of or relating to this Grant or transactions contemplated hereby.

Section XXI. Severability.

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XXII. Amendment.

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Grant activities, or the amounts specified in the Budget without the prior written approval of Grantor. The Grantee may request in writing approval of any proposed change to the Statement of Work or Workplan or the amounts specified in the eligible cost categories of the Budget and shall provide adequate supporting information and a revised budget along with its request. All such requests must be signed and dated.

Section XXIII. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or fully, by the Department.

1. The written or printed materials must include the authorized DHCD logo.

2. Written or printed materials include, but are not limited to, newspaper, radio and television announcements or advertisements, websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.
4. Grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to Grantee.
5. Grantee must provide copies of all marketing materials, brochures, flyers and other materials that publicize grant-funded activities to Grantor via email at dhcd.occo@dc.gov

Grantee shall publicize, as appropriate, to its constituency through social media, print, and online postings, DHCD communications and events that are related to Grant supported activities.

Section XXIV. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code§ 2-531 *et seq*. provides for the disclosure of public information. Specifically, the law provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Official Code § 2-1701 (13) .

This serves as your Notification that information /documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code§ 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXV. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, homeless status, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Sexual harassment is a form of sexual discrimination which is prohibited by the Act and Mayor's Order 2023-131 (Updated District Government Sexual Harassment Policy, Guidance, and Procedures), which is attached hereto as Exhibit I.

The prohibition against workplace sexual harassment extends to third parties doing business with or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies. By executing this Agreement, Grantee affirms that it will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1 I 00 et seq. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated.

Section XXVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addresses:

NOTICE TO GRANTEE:

Marshall Heights Community Development Organization
3939 Benning Rd, NE
Washington DC 20019
Attn: Executive Director/CEO

NOTICE TO GRANTOR:

D.C. Department of Housing and Community Development
Community Services
1909 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
Attn: Director

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTOR SIGNATOR PAGE]

DISTRICT OF COLUMBIA, a municipal Corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Colleen Green
Director

Legal Review:

Julia Wiley
Office of the General Counsel
Department of Housing and Community Development

3/17/25
Date

[Signatures continue on the next page]

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTEE SIGNATURE PAGE]

MARSHALL HEIGHTS COMMUNITY DEVELOPMENT ORGANIZATION INC.
a District of Columbia non-profit corporation

Babatunde Oloyede
President & CEO

March 17, 2025
Date

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit A Services to be Provided

- Statement of Work
- Section 3.2 Services (from the FY25 RFA)
- Workplan as approved by the Grantor

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit B Budget

- Schedules A (3-1) and A (3-2) for the First Performance Period

Exhibit C Required Reporting

- Monthly Performance Report
- Monthly Report of Group Trainings
- Monthly Report on Outreach and Marketing Activities
- Monthly Reporting of Special Activities
- Monthly Reporting of changes in personnel relative to grant work and payroll
- Quarterly Beneficiary Data
- Quarterly Language Access Report
- Quarterly Data Report

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit D Method to determine Client Eligibility for Services

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit E Budget Modification Form

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit F Drug Free Workplace Certification

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit G Service Area Eligibility

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit H Insurance Requirements

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit I **Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures**

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education, and training services to support DHCD's housing programs and initiatives and promote compliance with District housing regulations. All the services are intended to empower potential homeowners, actual homeowners, and tenants to preserve affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership, (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner-occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached work plan and performance measures. Marketing and outreach for the services provided is an activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals, and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of this service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling, (b) the Grantee's additional knowledge of the individual, and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow-up and conduct a final assessment of the impact of the services provided. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for HPAP/EAHP/NEAHP
A4: Inclusionary Zoning Orientation
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM
Budget Form A (3-1): Total Grant Budget

Rev. 12/06/2024

ORGANIZATION NAME:	Marshall Heights Community Development Organization, Inc
PERIOD OF PERFORMANCE:	2/1/2025-9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	
WARD (if applicable):	Ward 7
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$119,287.10	$64,956.48	$184,223.58
Credit Report	$0.00	$0.00	$0.00
Space	$0.00	$40,000.00	$40,000.00
Insurance	$0.00	$15,000.00	$15,000.00
Telephone	$0.00	$3,500.00	$3,500.00
Consumables	$2,000.00	$500.00	$2,500.00
Marketing & Outreach	$551.08	$2,000.00	$2,551.08
Training	$0.00	$2,500.00	$2,500.00
IT Services & Support	$0.00	$13,785.00	$13,785.00
Audit CAP	$0.00	$4,500.00	$4,500.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$121,838.18	$146,741.48	$268,559.66
Total Indirect Costs (De Minimis Cost Rate 15%)	$12,161.82		$0.00
Total Costs	$134,000.00	$146,741.48	$268,559.66

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 12/09/2024

ORGANIZATION NAME:	Marshall Heights Community Development Organization, Inc.
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 to 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Number of Hours	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
Personnel Subtotals						$106,488.48

Fringe Benefits (Max 20%)	$12,778.62
Total NBAP Grant Personnel Costs	$119,267.10

DHCD Contract No. 2025-09
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT B

FY 2026 Statement of Work
and
Workplan

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education, and training services to support DHCD's housing programs and initiatives and promote compliance with District housing regulations. All the services are intended to empower potential homeowners, actual homeowners, and tenants to preserve affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership, (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner-occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached work plan and performance measures. Marketing and outreach for the services provided is an activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals, and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of this service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling, (b) the Grantee's additional knowledge of the individual, and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow-up and conduct a final assessment of the impact of the services provided. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for HPAP/EAHP/NEAHP
A4: Inclusionary Zoning Orientation
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling

FY26 Housing Counseling Services Workplan

Organization Name:	Marshall Heights Community Development Organization, Inc
Grant Number:	2025-09

Performance Period: 10/1/25-9/30/26

RFA Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	NRSA Ward 7 & 8 All Services	Total
A1	HUD Housing Counseling	10	Number of First Time Homebuyers Purchasing Homes	Public Service or NRSA	$0.00	$0.00	$30,000.00	$30,000.00
A1		70	Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		350	Number of 1:1 Counseling Sessions (Budget & Credit)					
A1			Number of unduplicated households					
A1		50	Number of 1:1 Homebuyer Counseling Sessions					
A1			Number of unduplicated households					
A2	8-Hour Homebuyer Class	8	Number of 8-hour Homebuyer Educations Classes	Public Service or NRSA	$0.00	$0.00	$30,000.00	$30,000.00
A2		160	Number of Attendees of 8 hour Homebuyer Classes					
A2		135	Number of DHCD Certificates Issued					
A3	HPAP (LAHP/HEAHP)	12	Number of HPAP Pre Purchase Orientations conducted	Non-Public Service or NRSA	$0.00	$0.00	$30,000.00	$30,000.00
A3	(HPS ONLY)		Number of Attendees at HPAP Orientations					
A3		30	Number of Files submitted to HPAP Administrators					
A3		75	Number of 1:1 HPAP Counseling Sessions					
A3			Number of unduplicated households					
A4	IZ/ADU Orientations	24	Number of IZ Orientations Conducted	Public Service or NRSA	$0.00	$0.00	$45,000.00	$45,000.00
A4		600	Number of Attendees at IZ Orientations					
A4		400	Number of DHCD Certificates Issued					
A5	IZ/ADU Income Certifications		Number of IZ/ADU Income Certifications completed	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
A6	PADO		Number of PADO group training/coaching	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
A6			Number of Attendees at PADO group training					
A6			Number of 1:1 PADO sessions (if applicable)					
A6			Number of unduplicated households receiving 1:1 PADO sessions					
A6			Number of PADO Income Certifications					
A7	General Housing Services & Information (Group Training)	8	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)	Public Service or NRSA	$0.00	$0.00	$20,000.00	$20,000.00
A7		96	Number of Attendees at Financial Literacy Trainings					
A7			Number of Homebuyer Clubs Meetings					
A7			Total of Attendees at Homebuer Club Meetings					
A7		18	Number of group trainings or workshops not reported in other categories					
A7		125	Number of Attendes at group trainings or workshops not reported in other categories					
B10	Eviction Counseling		Number of Eviction workshops	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
B10			Number of Attendees at Eviction workshops					
B10			1:1 Eviction Counseling					
B10			Unduplicated households 1:1 Eviction Counseling					
B10			Number referred to Attorney(s) for Legal Services					
B10			Number of 1:1 Attorney Consultations (Law Firm Subrecipients Only)					
B10			Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecipients Only)					
B10			Number Evictions Prevented					
B11	SFRR		Number of SFRRP Orientations conducted (required)	Public Service or NRSA				$0.00
B11			Number of 1:1 Intake sessions					
B11			Number of unduplicated households					
B11			Number of complete applications submitted in SFRRP Portal					
B12	Legal Services for Seniors, Coops and Condos (Law Firm Subrecipients Only)		Senior households receiving legal services	Public Service or NRSA				$0.00
B12			Coop Associations receiving legal services					
B12			Condo Associations receiving legal services					
B12			Number of Pro Bono Legal Services Recruited and Retained					
B12			Number of Trainings for Law Firms (trainings)					
B12			Number of Attendees at trainings for Law Firms (Attendees)					
B12			Number of new partnerships initiated					
B12			Total Number of Trainings to and work with Pro Bono Provided					
B12			Number of outreach presentations conducted					
B12			Number of outreach activities conducted					
B12			Number of Senior Households that received Legal Counsel or Consultation					
B12			Number of Senior households that received Legal Representation					
B12			# of clients helped with Schedule H					
B12			# of clients helped with fe planning docs					
B12			# pro bono attorneys engaged in housing-related matters					
B12			# veterans receiving legal counsel advice					
B13	Technical Assistance for Co-Ops and Condo Associations		Number of Co-Op Associations receiving Technical Assistance	Public Service or NRSA				$0.00
B13	Coops		Number of Action Plans written for Co-Op Associations					
B13	Coops		Number of Successful Outcomes for Co-Op Associations					
B13	Coops		Number of Asset Management Improvement Services Provided for Co-Op					
B13	Coops		Number of Asset Management Tactical Support Services Provided to Co-Op					
B13	Coops		Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops		Number of Legal Assistant Services provided to Distressed Co-Op Associations					
B13	Coops		Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops		Number of Organization Sustainability Tactical Support Services Provided to Co-Ops					
B13	Coops		Number of Ownership Educations Sessions provided to different ownership models including shared equity					
B13	Coops		Number of Relocation Plans completed and accepted for Co-Ops					
B13	Coops		Numbers of Trainings on Board Operations Governance & Management to Co-ops					
B13	Coops		Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management					
B13	Coops		Number of written Asset Management & Sustainability Plans for Co-Ops					
B13	Condos		Number of Condo Associations receiving Technical Assistance					
B13	Condos		Number of Action Plans written for Condo Associations					
B13	Condos		Number of Successful Outcomes for Condo Associations					
B13	Condos		Number of Asset Management Improvement Services Provided for Condo					
B13	Condos		Number of Annual Survey of Clients (interactive) to gauge success and appropriate methodologies completed for Condo					
B13	Condos		Number of Asset Management Tactical Support Services Provided to Condo					
B13	Condos		Number of Legal Assistant Services provided to Distressed Condo Associations					
B13	Condos		Number of Consultative Services Provided to Condo Associations and Clients					
B13	Condos		Number of Organization Sustainability Tactical Support Services Provided to Condo Associations					
B13	Condos		Number of Relocation Plans completed and accepted for Condo Associations					
B13	Condos		Numbers of Trainings on Board Operations Governance & Management to condo associations					
B13	Condos		Number of written Asset Management & Sustainability Plans for Condo Associations					
B13	Coops and Condos		Number of Annual Survey of Clients (interactive) to gauge success and appropriate methodologies completed					
B13	Coops and Condos		Number of Associations (Coops and Condos) referred to private/ nonprofit Law Firm					
B13	Coops and Condos		Number of Trainings on Development including Relocation and Construction Management					
B14	Technical Assistance for Small Apartment Owners (25 units and less)		Number of Inquiries Received	Public Service or NRSA				$0.00
B14			Number of Owners/Managers receiving Services					
B14			Number of Action Plans Written					
B14			Number of Action Plans Implemented/Completed					
B14			Number of Owners/Managers needing Asset Management Guidance					
B8	General Home Management (Post Purchase Non-Delinquent)		Number of Homeownership Preservation Workshops	Public Service or NRSA			$15,000.00	$15,000.00
B8			Number of Attendees at Homeownership Preservation Workshops					
B8		30	Number of Post-Purchase Workshops (not including Homeownership Preservation)					
B8		250	Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)					
B8		100	Number of 1:1 Post-Purchase Counseling Sessions					
B8			Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions					
B9	Foreclosure Counseling	25	Number of Foreclosure Workshops	Public Service or NRSA			$22,500.00	$22,500.00
B9		200	Number of Attendees at Foreclosure Workshops					
B9		35	Number of 1:1 Foreclosure Counseling Sessions					
B9			Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions					
B9			Number of 1:1 Attorney Consultations (Law Firm Subrecipients Only)					
B9			Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecipients Only)					
B9			Number referred to Attorney(s) for Legal Services					
B9			Number of Foreclosures Prevented					
C15	TOPA Pre-Purchase Counseling & Training		Number of TOPA Meetings with Tenant Association	Public Service or NRSA				$0.00
C15			Number of Attendees at TOPA Meetings					
C15			Number of TOPA Training Workshops to Tenants					
C15			Number of Attendees at TOPA Training Workshops					
C16	TOPA Post-Purchase Counseling & Training		Number of TOPA Post Purchase Training Workshops					

C16			Number of Attendees at TOPA Post Purchase Workshops	Public Service or NRSA				$0.00
C16			Number of unduplicated households					
C16			Number of one on one counseling sessions					
C16			Number of group training/coaching					
C17	Tenant Counseling for HRA - Rental Accomodation Division		Number of unduplicated households	Public Service or NRSA				$0.00
C17			Number of one on one counseling sessions					
C17			Number of group training/coaching					
C17			Number of Attendees at group training/coaching					
Marketing	MARKETING AND OUTREACH	5	Housing Fairs	Public Service or NRSA			$7,500.00	$7,500.00
Marketing			Other Tabling Events					
Marketing			Flyers Distributed					
Marketing			Social Media Posts (Facebook, Linkedin, Instagram)					
Marketing			Mailings					
Marketing		4	Paid Advertising (display ads in print)					
Marketing			Other					
Marketing			Other					
	TOTALS	2020			$0.00	$0.00	$200,000.00	$200,000.00

DHCD Contract No. 2025-09
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT C

FY 2026 Budget

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
RESIDENTIAL & COMMUNITY SERVICES (NBA)

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	Marshall Heights Community Development Organization, Inc.
PERIOD OF PERFORMANCE:	10/1/2025 to 9/30/2026
FISCAL YEAR:	FY 2026
TYPE OF ACTIVITY:	HOUSING COUNSELING & SERVICES

Instructions: Please add rows as needed.

Cost Category	Oct/Nov/Dec	Jan to Sept	Total
Personnel (Salary & Fringe)	$43,844.32	$120,065.74	$163,910.06
Consultants	$0.00	$0.00	$0.00
Space	$0.00	$0.00	$0.00
Utilities	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$500.00	$1,503.29	$2,003.29
Marketing & Outreach	$374.92	$1,124.78	$1,499.70
Training	$0.00	$2,500.00	$2,500.00
IT Services & Support	$0.00	$0.00	$0.00
Audit CAP	$0.00	$4,000.00	$4,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$44,719.24	$129,193.81	$173,913.05
Total Indirect Costs (De Minimis Cost Rate up to Max 15%)	$6,707.89	$19,379.07	$26,086.95
Total Costs	$51,427.12	$148,572.88	$200,000.00

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
RESIDENTIAL AND COMMUNITY SERVICES (NBA)

Budget Form A (3-2): Personnel Information

Rev. 08/25/2025

ORGANIZATION NAME:	Marshall Heights Community Development Organization, Inc.
FISCAL YEAR:	FY 2026 Grant # 2025-09
BUDGET PERIODS:	10/1/2025 to 9/30/2026
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Oct/Nov/Dec Hourly Rate	Q1 # of Hours	Jan-Sept Hourly Rate	Jan-Sept # of Hours	Total Costs
President / CEO	Babatunde Oloyede	$72.12	52.80	$72.12	155.20	$15,000.96
Accountant / Financial Mgt	Bridget Gaskins	$33.65	42.24	$33.65	124.16	$5,599.35
Intake/Operations	Donna Baskerville	$31.25	79.20	$31.25	232.80	$9,750.00
Housing Program Manager	Mary Dade	$31.25	422.40	$31.25	1,241.60	$52,000.00
Certified Housing Counselor	Patrice Roberts	$27.40	422.40	$27.40	1,241.60	$45,593.60
Certified Housing Counselor	Willlet Hunt	$30.29	134.00	$30.29	151.50	$8,647.80
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
Personnel Subtotals				Personnel Subtotals		$136,591.72
Fringe Benefits (Max 20%)				Fringe Benefits (Max 20%)		$27,318.34
Total Grant Personnel Costs				Total Grant Personnel Costs		$163,910.06

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director	CG	10/10/25
2. Chris Earley, Deputy Director	CEE	10/9/25
3. Julia Wiley, General Counsel	JW	10/7/25
4. Bill Winston, Associate Director of Community Services	WW	9/26/25
5. Clyde D. Edwards, Program Analyst	CDE	9/26/25
6.		

SUBJECT. MHCDO Grant Agreement → Housing Services

Director's Comments:

Action

APPROVAL	CIRCULATE	CORRECTION	FILE	FYI	INVITATION	MEETING	SIGNATURE
☒	☐	☐	☐	☐	☐	☐	☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Marshall Heights Community Development Organization (MHCDO)

$200,000.00 Grant #2025-09

Originating Office

FROM: C. Edwards	TELEPHONE NUMBER:
DATE: 9/26/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE: OFFICE OF THE DIRECTOR OCT 10 '25 AM9:01

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

To: Colleen Green
Director

OCT 10 2025

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Clyde D. Edwards
Program Analyst

Date: September 26, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division request execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Marshall Heights Community Development Organization (MHCDO)**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$200,000.00**
ATTACHMENTS:	**FY25 Executed Grant Agreement #2025-09** **FY26 Modification Agreement #2025-09** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-09
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

MODIFICATION OF GRANT AGREEMENT
BY AND BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
AND
MARSHALL HEIGHTS COMMUNITY DEVELOPMENT ORGANIZATION INC.

This Modification of Grant Agreement (the **"Modification"**) is entered into as of the 10th day of October 2025, (**"Effective Date"**), by and between the **District of Columbia**, a municipal corporation (hereinafter sometimes referred to as the **"District"**), acting by and through the District of Columbia Department of Housing and Community Development (hereinafter referred to as the **"Grantor"** or **"DHCD"**), and **Marshall Heights Community Development Organization Inc.** [Entity Identifier MPNCL577TNL5], a non-profit corporation organized and existing under the laws of the District of Columbia, (hereinafter sometimes referred to as the **"Grantee"**) with its principal place of business at 3939 Benning Rd NE, Washington, DC 20019. The Grantor and Grantee shall be together referred to as the "Parties."

RECITALS:

1. DHCD, with offices at 1909 Martin Luther King, Jr. Avenue, SE, Washington, DC, 20020, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program pursuant to the District of Columbia Community Development Act of 1975 (D.C. Official Code § 6-1001 *et seq.*) and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Parties entered into a Grant Agreement (DHCD Contract No. 2025-09) **("Grant Agreement or "Agreement")** effective on February 1, 2025, that memorialized a funding award to Grantee derived from the District's Community Development Block Grant Program ("CDBG") Grant allocation for the purpose of providing a range of HUD housing counseling services that benefit low and moderate-income persons in the District of Columbia for the period from February 1, 2025 through December 31, 2025. (**"Grant Term"**). The Grant Agreement is attached hereto as ***Exhibit A*** and incorporated herein.

3. Section III.C. of the Grant Agreement included an erroneous statement regarding immigration status of Grant services beneficiaries.

4. Pursuant to Section XXII. of the Agreement, the Parties desire to amend the Agreement to correct that erroneous statement and for other purposes.

NOW, THEREFORE, in consideration of the mutual agreements of the Parties set forth herein, the Parties hereby agree as follows:

1. The above recitals are hereby incorporated and made a part of this Amendment.

2. Capitalized terms used in this Amendment that are not defined herein shall have the meanings given to such terms in the Grant Agreement.

3. **Section III. Grant Award Subsection C. Paragraph 1**
The second sentence, to include footnote 5 for a Housing Counseling Services Grant or footnote 7 for a Small Business Services Grant is deleted. **This change is retroactive to the Grant Effective Date.**

4. **Section IV. Grant Term and Periods of Performance**
The Grant term and Periods of Performance are revised. The text in the first paragraph of Section IV. is deleted and replaced with the following text:

*The term of this Agreement shall commence on the Effective Date and continue through September 30, 2026 ("**Grant Term**" or "**Term**"). There are two Performance Periods during this Term. The first Performance Period begins on the Effective Date and ends on September 30, 2025. The second Performance Period begins on October 1, 2025, and ends on September 30, 2026.*

5. **Section III. Grant Award** is amended to add a new subsection B. to read as follows:

*B. The Grant Award is amended to authorize a budget for Grant services to be provided during the Performance Period that begins October 1, 2025, and ends on September 30, 2026. ("**FY 2026 or FY 26**"). Total Grant authority in FY 26 shall not exceed **Two Hundred Thousand Dollars and No Cents [$200,000.]**.*

The FY 2026 Grant funding is allocated as follows:

Sources and Uses of Funds:

NRSAs Ward 7 and Ward 8 [CDBG EN]	*$200,000.*
TOTAL CDBG [EN]	*$200,000.*
TOTAL AWARD [All Sources]	*$200,000.*

Notwithstanding the designated source of funds, the Grantor reserves the right to provide funding from another source(s). In all cases, applicable Federal and District laws and regulations shall apply regardless of the source.

The FY 26 funds will be used to fund a range of services which HUD has defined as (insert one of the following)

- ***Housing Counseling Services: Public Services and Non-Public Services provided by a HUD Approved Counseling Agency ("HCA").***

The specific Grant activities are described in ***Exhibit B*** *attached hereto, which includes:*
(a) the Statement of Work,
(b) The Grantor approved Workplan

(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as ***Exhibit C****. and incorporated herein. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.*

6. The Parties agree that this Modification does not otherwise affect or impair their obligations under the Grant Agreement, and all terms, conditions and obligations of the Grant Agreement, not amended herein, shall continue in full force and effect as prescribed in the Grant Agreement.

7. This Modification shall be binding upon and inure to the benefit of the Parties to this Agreement and to their successors and assigns and continue so long as the Grant Agreement is effective.

8. Grantor and Grantee agree that if any of the terms and conditions contained herein shall contradict any of the terms and conditions in the Grant Agreement, the terms and conditions contained herein shall prevail.

IN WITNESS WHEREOF, the Parties have executed this Modification by and through their duly constituted and authorized officers and agents on the day and year first hereinabove written.

[Signature pages follow]

GRANTOR SIGNATURE PAGE

DISTRICT OF COLUMBIA, a municipal corporation acting by and through the Department of Housing and Community Development

By: _____
Colleen Green
Director

10/10/25
Date

Legal Review:

By: Julia H Wiley
Office of the General Counsel
Department of Housing
and Community Development

Date: 10/7/25

DHCD Contract No. 2025-09
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

GRANTEE SIGNATURE PAGE

MARSHALL HEIGHTS COMMUNITY DEVELOPMENT ORGANIZATION INC.
a District of Columbia nonprofit corporation

By: _____
Babatunde Oloyede
President & CEO

10/28/2025
Date

DHCD Contract No. 2025-09
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT A

FY 2025 Grant Agreement

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director		3/17/25
2. Chris Earley, Deputy Director		3/17/25
3. Julia Wiley, General Counsel		3/17/25
4. Bill Winston, Associate Director of Community Services		3/14/25
5. Clyde Edwards, Program Analyst	CDE	3/13/25
6.		

SUBJECT:

Director's Comments:

Action

APPROVAL	CIRCULATE	CORRECTION	FILE	FYI	INVITATION	MEETING	SIGNATURE
☒	☐	☐	☐	☐	☐	☐	☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Marshall Heights Community Development Organization- NBAP FY25 HOUSING SERVICES $134,000.00 Grant # 2025-09

Originating Office

FROM: C. Edwards	TELEPHONE NUMBER:
DATE:3/13/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE:

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Clyde D. Edwards
Economic Development Program Specialist

Date: 3/14/25

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	Marshall Heights Community Development Organization
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$ 134,000**
ATTACHMENTS:	**FY25 Grant Agreement #2025-09** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

DISTRICT OF COLUMBIA.

COMMUNITY SERVICES
HOUSING COUNSELING SERVICES

GRANT AGREEMENT

BY AND BETWEEN
THE DISTRICT OF COLUMBIA
AND

MARSHALL HEIGHTS COMMUNITY DEVELOPMENT ORGANIZATION INC.

This Grant Agreement ("Grant" or "Agreement"), is made effective as of March 17, 2025, ("Effective Date"), by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the D.C. Department of Housing and Community Development (hereinafter referred to as "Department," "DHCD" or "Grantor") and Marshall Heights Community Dev. Organization, a District of Columbia non-profit corporation Grantee [DUNS No. Unique Entity Identifier (UEI) MPNCL577TNL5] (hereinafter referred to as "Grantee") with its principal place of business at 3939 Benning Rd NE Washington DC 20019. Grantor and Grantee shall be collectively referred to herein as the "Parties."

RECITALS

1. The Department with offices at 1909 Martin Luther King Jr Avenue SE, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975, D.C. Official Code§ 6-1001 *et seq.*, and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Department is authorized to fund community based non-profit organizations that provide housing counseling services for low- and moderate-income persons.

3. On June 7, 2024, the Department published a Notice of Funding Availability ("NOFA") in the D.C. Register, which announced the forthcoming issuance of the Fiscal Year ("FY") 2025 Request for Applications ("RFA") for the Neighborhood-Based Activities Housing Counseling Services Program ("HCSP"). The RFA was issued on June 21, 2024, that solicited applicants to provide services to District of Columbia ("District") residents as a part of the Department's HCSP. HCSP includes Public Services ("PS"), and Non-Public Services ("NPS") as defined in Section I herein. U.S. Department of Housing and Urban Development ("HUD") approved counseling agencies employing one or more certified HUD counselors are eligible to provide both PS and NPS services, while organizations which do not have HUD approval status may provide PS services only. The RFA included an opportunity for applicants to provide one or more of seventeen (17) services listed in the RFA. These services include HUD-approved counseling in keeping with 24 CFR 5.100 and related Federal regulations (in 2 CFR Part 200, and 24 CFR Part 214) as well as services related to local DC programs which are administered by the Department. The RFA and the requirements set forth therein are also incorporated by reference herein.

4. The Grantee's RFA application demonstrates that its organization possesses project management, and organizational and administrative capacity to successfully perform as a nonprofit grant subrecipient under the Department's HCSP, and accordingly DHCD has determined to award a grant to the Grantee in FY 2025 ("25" or "2025").

5. The Grantor proposes to fund HCSP grant activities in FY 2025 from its allocation of Community Development Block Grant ("CDBG") funds authorized by Title I of the U.S. Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), 24 CFR Part 570.

6. As a condition precedent to disbursement of the Grant proceeds to Grantee for the sole and exclusive purposes described in Exhibit A (which includes the "Statement of Work" and the approved "Workplan", both attached hereto and made a part hereof), the Department requires that Grantee enter into this Agreement setting forth the terms and conditions of the Grant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are hereby incorporated by reference and made a part hereof.

Section I. Definitions.

A. As used herein, the following terms shall have the meanings indicated:

a) **Fiscal Year**: All references to Fiscal Year(s) ("FY") herein refer to the District Government fiscal year which is October 1st to September 30th
b) **Neighborhood Revitalization Strategy Area** ("NRSA") refers to the HUD approved areas of Wards 7 and 8 which have been designated as strategic areas for revitalization. Services to Ward 7 and Ward 8 regardless of whether Public Service or Non-Public Service, attributed to the NRSA.
c) **Non-Public Services** refers to 24 CFR 5.100 counseling services provided to clients in connection with the purchase of a specific home. All other 24 CFR 5.100 counseling is Public Service.
d) **Public Services** refers to all other services and may include group training and/or one on one counseling.
e) **Performance Periods**: The Performance Period is defined as the start date and end date for which Grant funds are awarded to execute an approved Workplan and Statement of Work in keeping with the RFA for FY 2025. (See Section IV below.)

Section II. Exhibits.

The Exhibits listed below and the terms and conditions of the same are incorporated herein and made a part of this Agreement.

A. Services to be Provided
- Statement of Work
- Section 3 from the FY 25 RFA: Services
- Workplan as approved by the Grantor

B. Budget
- Schedules A (3-1) and A (3-2) for the First Performance Period

C. Required Reporting Forms
- Monthly Performance Report on group trainings/orientations/workshops and one on one counseling (in connection with the Statement of Work and Workplan), as well as reports on DHCD certificates issued, outreach and marketing activities, and upcoming group trainings.

- Quarterly Beneficiary Data and Demographics for each of the following (a) PS, (b) NPS, and (c) NRSA activities.
- Quarterly Language Access Report (Optional)
- Quarterly Banking Report (as applicable)
- Quarterly Procurement Report (as applicable)
- Quarterly Submission of Minutes of Board of Directors Meetings

D Method to determine Client Eligibility for Services
E Budget Modification Form
F Drug Free Workplace Certification
G Service Area Eligibility
H Insurance Requirements
I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Section III. Grant Award

A. The Department shall make a Grant of the District's CDBG Entitlement Grant Federal Award No: B-24-MC-11-0001 ("CDBG Federal Award") to Grantee in an amount not to exceed One Hundred Thirty-Four Thousand Dollars and No Cents ($134,000.) (the "Grant") and is allocated as follows:

Sources and Uses of Funds:

NRSAs Ward 7 and Ward 8 [CDBG EN]	$ 134,000
TOTAL CDBG [EN]	$ 134,000.

Notwithstanding the source of funds designated above, the Grantor reserves the right to provide funding from another source(s). In all instances, applicable Federal and District laws and regulations shall apply regardless of the funding source. The Grant award shall be used to fund a range of services which HUD has defined as Housing Counseling Services: Public Services and Non-Public Services by a HUD Approved Counseling Agency ("HCA").

The specific Grant activities are described in Exhibit A (attached hereto) which includes
(a) the Statement of Work,
(b) Lines of Services - Section 3.2 of the Request for Applications (RFA), and

(c) The approved Workplan
(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

C. The Grant services will benefit low-and-moderate income persons living in the District of Columbia. In keeping with recent Presidential Executive Orders, Grantees should only use grant funds for US citizens and should maintain such documentation to prove citizenship.[33]

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as Exhibit B. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.

D. The Catalog of Federal Domestic Assistance ("CFDA") number is 14.218.

E. The Uniform Administrative Requirements for Federal Grants are applicable to this grant award and are available online at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1. Also, the Grantee must comply with the Community Development Block Grants regulations 24 CFR part 570 that govern this award and other related HUD regulations, which are incorporated herein by reference.

Section IV. Grant Term and Periods of Performance

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2025. During this term, there are two Performance Periods. The First Performance Period is the Effective Date to September 30, 2025. The Second Performance Period is October 1, 2025, to December 31, 2025.

Funding for each Performance Period is in the sole discretion of the Grantor and requires meeting all due diligence requirements prior to award.

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[33] Examples of such document may include copies of unexpired state issued Real ID identification or driver's license, unexpired US passport or US passport card, active duty Military ID, current Green Card or Naturalization documents with state issued photographic identification.

The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of Grant funds or other Grant assets.

Section V. Statement of Work/CDBG Eligible Activities/Eligible Costs/Business Operations

A. CDBG Eligible Activities

1. Grantee shall use the CDBG Grant proceeds solely to fund Grantor-approved service activities that are intended to provide services and empower low- and moderate- income persons in the District of Columbia to make informed housing choices and achieve their housing goals, whether it's finding affordable rental housing, purchasing a home or obtaining financial assistance for critical home repairs.

The best way to provide this critical information to a client in order to assist them in their decision-making process is to adhere to 24 CFR 5.100[34] [in which a HUD certified counselor conducts (1) intake (2) financial and housing affordability analysis with affordability calculation (3) an action plan and (4) follow-up counseling to implement the action plan and achieve its stated goals].

The Grant services to be provided are described in Exhibit A. This description includes the major tasks, activities and project deliverables to be provided under this Grant. The Grantor reserves the right to alter or change the District of Columbia program requirements including eligibility, services provided, service methodology, service delivery and program goals during the performance period.

The proposed Grant activities are CDBG eligible activities pursuant to 24 CFR 570.201(e).

2. Grantee shall sponsor outreach events that inform the community about the Grant activities and participate in other community events as requested by Grantor.

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[34] 24 CRF 5.100: "Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling."

3. The Grantee must retain records which demonstrate that each activity funded under this Grant is CDBG eligible and document the amount of CDBG funds expended for each activity. This includes the activity itself, the outcomes, and the records concerning beneficiaries in keeping with subsection (B)(2) below receiving services. Any authorizations needed together with beneficiary statistical information should be obtained by the Grantee during intake or registration. HUD does not grant exceptions or authorize the District to make exceptions to this requirement.

B. CDBG National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention of slums or blight; 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. The Grantee certifies that the CDBG-assisted activities to be carried out under this Agreement will meet the National Objective of primarily benefiting low- and moderate-income persons (limited clientele activities) in accordance with Federal and District Requirements. The minimum threshold requires that at least 51% of the households served with CDBG funding must be low- and moderate-income households; provided however, that a Grantee whose application claimed additional scoring points for agreeing to provide Grant services to more than 51% low- and moderate-income beneficiaries, must adhere to the percentage they elected in their application.[35]

In accordance with the Grantee's election in their Application for a grant award and for receiving additional points in scoring, the Grantee has agreed to exceed the minimum requirement and to serve at least 90% low- and moderate-income beneficiaries.

Note: This percentage cannot be decreased as it was used for scoring in a competitive round of funding.

4. The Grantee shall disclose to any client that services are provided free of charge by a Grant funded by DHCD using Federal funds and therefore the Grantee has certain reporting

[35] In responding to the RFA published June 21, 2024, applicants were given the opportunity to receive additional points in scoring for committing to exceed the CDBG minimum threshold to either a 75% minimum or a 90% minimum.

requirements in order to provide the Grant services free of charge. The Grantee shall use appropriate forms to obtain a client authorization, as required, to comply with the terms of this Agreement and to meet HUD reporting requirements,

C. Staffing

Where HUD requires services are to be provided by a Certified HUD Housing Counselor, the Grantee shall comply with that requirement and not permit services reserved to HUD certified counselors to be provided by others.

To the extent applicable, Grantee agrees to secure the services of qualified personnel that are licensed and bonded in the District of Columbia to perform the CDBG Federal Award activities and services listed in Exhibit A.

Any changes in personnel or their general Grant responsibilities as set forth in Exhibit A are subject to the prior written approval of DHCD. In this regard, it is essential that the Grantee immediately report terminations and proposed new hires to the Grantor.

D. Business Operations

1. Grantee shall observe business hours of operation onsite in their service location(s) that align with District Government hours of operation specifically Monday through Friday 9:00 am to 4:30 pm (DC holidays excepted)[36] and shall ensure that sufficient staff are on site at Grantee's place of business to carry out Grant services.

2. During the hours of operations, Grantee shall have live answered telephones for incoming calls. If the Grantee's phone system utilizes an auto-attendant function or voicemail, announced option to the caller must include an option to press a certain key (such as "0" for an Operator) to be connected to a staff person in real time who can answer and field questions, redirect a caller to a staff person who can address a caller's inquiries, or provide registration information. DHCD and other DC agencies such as the Office of the Attorney General may check Grantee's compliance with this requirement from time-to-time.

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[36] DC Holidays include New Year's Day, Dr. Martin Luther King, Jr. Holiday, Washington's Birthday, DC Emancipation Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Day.

E. Grantee may offer clients virtual appointments as well as virtual group informational or educational activities, but Grantee shall also provide clients an option for in-person services (including both in-person one on one appointments as well as some in-person group informational or educational activities.) The Grantee shall not refuse in-person services to DC residents.

F. Housing Resource Center (HRC) and Late Night Hours: As required by the RFA, "Applicants selected for the award shall participate (in a regular rotation) in staffing onsite at the Department's Housing Resource Center (HRC). The HRC provides services to DC residents by appointment and walk-ins." The HRC is located in the Grantor's offices at 1909 Martin Luther King Jr Av SE. The HRC coordinator, in conjunction with the Associate Director for Community Services, will develop a schedule in consultation with Grant subrecipients for staffing the HRC on a rotating basis on weekdays.

RFA applicants were awarded additional points in their score by committing to "Extended Office Hours." The options included providing office hours until 7:00 pm at least one (1) day a week in their office location and/or until 7:00 pm at least two (2) days a month in the HRC.

In accordance with the Grantee's selection in their Application for grant award and funding, the Grantee has committed to serve Extended Office Hours Extended Office Hours until 7:00 pm one (1) day a week in their office and one (1) day in the HRC.

Section VI. Disbursement/Required Support Documentation

A. Reasonable, Allowable, Necessary, Allocable

1. Grantee may request reimbursement for actual expenses incurred to provide services and as described in the Grant Budget (A 3-1 and A 3-2). Requests must meet all four criteria: reasonable, necessary, allowable, and allocable. (2 CFR 200.305)
   a. ***Allowable costs.*** Reimbursements are limited to the expenses directly related to activities supported by the grant activities and are subject to the regulations of the Federal and District Governments. Expenses related to activities should be necessary, reasonable, allowable and allocable.
   b. ***Limitations on allowable costs.*** A grantee may not use an indirect cost rate to determine allowable costs under its grant.
   c. Some ***Unallowable costs.*** Expenses that are not allowable include (but are not limited to) sales tax, late fees, debts, tips & gratuities, food, alcohol, controlled substances, cash reserves or investments, money given to individuals (including

donations, grants or loans), contributions to organizations, costs of fundraising, fund development, grant writing, advocacy, lobbying, and purchase of goods or services for personal use or benefit.

2. In addition, Grantee must demonstrate to the reasonable satisfaction of the Grantor that Grant performance milestones have been achieved. All requests for payment of eligible expenses shall be associated with the budget line items specified in Exhibit B (Budget Schedule A (3-1), estimated cost invoices and satisfactory Grant performance.

3. Grantees may not be reimbursed for expenses paid through Cash app or other similar peer-to-peer payment platforms, since such platforms create issues for recordkeeping, auditability, and compliance with grant regulations.

4. The Grantee shall not supplant funds or seek reimbursement for expenses that may be reimbursed by another grant (Federal, District, or private) either prior to or subsequent to reimbursement by the Grantor.

5. The Grantee must have the capacity for bookkeeping and accounting services required to track Grant expenses and create payment requests in keeping with Federal and District requirements, either on staff or by a third-party contractor.

6. The Grantee shall create and submit payment requests in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the Grantee to create and submit invoices by selecting the applicable purchase order number which is listed on the Grantee's profile.

7. All Grantees must be registered in the portal prior to invoice submission. The vendor portal website is **https://cfo.dc.gov./supplier_portal**. Please log onto the portal for further details and instructions. Questions can be submitted to suppliers@dc.gov.

B. Form of Submission of Payment Requests

1. The cover sheet to the reimbursement package must be the 30A Form of the Department [RCSD DHCD 306A Revised October 2024]. No other cover sheet is needed. This form should contain the Purchase Order Number, the IDIS Number, and the Partial Payment Number in accordance with Department's guidelines.

Payments requests are contingent upon certification by the Grantee in the following form as contained on the 306A (RCSD DHCD 306A Revised October 2024). The Certification is to be made by the chief executive officer, or the chief financial officer or the chief operations officer if the Governing Board has authorized this officer to act on behalf of the board to sign.

"I certify that all items, quantities and prices of work and material shown in the requisition are correct to the best of my knowledge and belief. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information , or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812." (2 CFR 200.415)

2. Page 2 and Page 3 shall be the Reimbursement Request A 3-1 and A 3-2.

3. Page 4 shall be the Invoice Cover Sheet with:
   a. A unique identifier (e.g. a row number or brief alphanumeric code) shall be assigned by the Grantee to non-personnel invoices and with the same unique identifier marked on each and every supporting document (e.g. receipt, proof of payment, cancelled checks, contracts, scopes of works, services rendered, vendor statement or document, Grantee's notes) submitted. The unique identifier shall be listed on the invoice cover sheet.
   b. Vendor's name
   c. Remittance address
   d. Invoice number
   e. Invoice date
   f. Contract number (also known as Grant Number)
   g. Purchase order number (if any)
   h. Invoice Amount
   i. The Amount which the Grantee is requesting reimbursement
   j. Quantity of goods/services delivered. Deliverables. Shipping and payment terms
   k. Other substantiating documentation that justifies and supports the payment request.

4. Page 4 and subsequent pages as needed shall include the supporting documents for the reimbursement request including signed timesheets, payroll reports, invoices from vendors marked as described above. (See Section E below.)

C. HUD Related Requirements

1. Federal regulations require that reimbursement under the Grant is tied to (a) beneficiary data reporting and (b) program performance. Failure to meet reporting deadlines for performance and/or beneficiary service data will suspend temporarily the processing of Grantee payment requests. Staff unavailability does not waive the requirement to meet reporting deadlines, and Grantee shall ensure that adequate staff are trained or cross-trained to prepare and submit reports timely.

2. The Grantee should be aware that HUD maintains an *Integrated Disbursement and Information System* ("IDIS"), a database in which the Grantor must make reports during the performance period on each Grantee's account. HUD flags subrecipient accounts when reporting is not provided by a deadline. Such a flag shall constitute a default. Multiple flags or failure to meet the conditions for HUD to remove a flag may result in suspension or termination in keeping with Section XII (C) of this Agreement.

D. Schedule for Submission of Reimbursement Requests

1. Requests for reimbursement shall be submitted in a timely manner by the date due. Failure to meet a deadline shall constitute a default.

2. On the 10th day of each month, the Reimbursement Request shall be for the prior month; provided however, the September reimbursement request must be submitted earlier in October on the date specified by the Office of the Chief Financial Officer of the District of Columbia, which is usually between the 5th and 7th day of October. *(Grantee may wish to use other funding sources for the late September payroll to facilitate meeting the deadlines.)*

3. In order to close-out the grant by September 30th, the October request should be the only request submitted in September.

4. The monthly schedule for submission is as follows:

Month	Due Date
March	April 10th
April	May 10th
May	June 10th
June	July 10th
July	August 10th
August	September 10th
September	October 5th or 7th as specified by the DC CFO
October	November 10th
November	December 10th
December	January 10th
January	February10th
February	March 10th

5. As applicable, expenses incurred pursuant to a project commitment in IDIS that has been approved by the Grantor and are otherwise eligible for reimbursement at the Grantor's sole discretion, may be reimbursed, regardless of when those expenses were incurred.

E. Source Documentation

1. All costs and obligations incurred under this Grant Agreement must be supported by source documentation (e.g. invoices, receipts, contracts, canceled checks, etc.). Documentation may also include approved time distribution sheets and certified payroll reports for employees and contracts.

2. The Grantee must satisfy all documentary requirements to the reasonable satisfaction of the Grantor prior to the disbursement of Grant funds.

F. Requirements Applicable to Disbursed Funds/No Escrow

1. Grantee shall not escrow Grant funds. However, nothing shall prohibit the Grantee from supplementing funding for these activities from other sources including other grants, funders or donors.

2. Any cash advances disbursed pursuant to this Agreement must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate

cash requirements of the Grantee in carrying out the purpose of the Grant. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct Grant program or project costs and the proportionate share of any allowable indirect costs.

3. If at any time it is determined that more Grant funds are disbursed to Grantee than what was required by the Grantee's immediate disbursement needs, Grantee shall immediately return to Grantor the excess funds.

4. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations or fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee.

G. The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect cost rate, as further described in Section (C)(4) and Section (C)(5) (Reporting Requirements) below.

H. In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant proceeds within three (3) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant proceeds, unless another date shall be agreed to be the parties in writing. The Grantor reserves the right to recover such losses by any legal remedy available.

Section VII. Budget Modifications

A. Any amendments to the budget (change in the amounts specified in the individual cost categories set forth in Exhibit B). may be approved by the Grant Administrator, so long as the total amount of the budget is not exceeded.

B. Any increase in the total Grant amount must be approved by the Director of the Department. If the change is made at the request of the Grantee, the request shall be in writing dated and shall be submitted on a Budget Modification Form, attached hereto as Exhibit E.

1. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and dated using the appropriate excel format or the appropriate online portal if available.

2. The Grantee shall make modification requests by June 1st, to allow sufficient time for processing prior to the start of the fourth quarter of the fiscal year. No more than two modifications may be required in the performance period. Requests for modification to the budget shall not be approved after June 1, 2025, except for extenuating circumstances specified in writing, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion.

3. The Department will not approve reprogramming of personnel funds for positions not filled in compliance with this Agreement and Grantee's personnel policies submitted to Grantor. If at any time DHCD requires a more detailed budget breakdown than the one contained herein, the Grantee shall provide such supplemental budget information in a timely fashion and in the form and content prescribed by DHCD.

Section VIII. Conditions Precedent to Grant Closing and Grant Disbursement

Grant closing shall mean the date on which Grantee has satisfied all conditions precedent to execution to the satisfaction of the Grantor, at which time both parties have executed and delivered the Grant Agreement. No Grant proceeds shall be disbursed prior to Grant closing.

The following conditions must be met prior to Grant closing:

A. Eligibility Determination. Determination by the Grantor that Grantee's proposed Grant activities meet eligibility and national objective requirements specified by the CDBG Program regulations at 24 CFR §§ 570.200 through 570.209. Grantor has determined that the proposed Grant activities are eligible for CDBG Program funding pursuant to 24 CFR 570.201(e) (provide housing counseling services to low- to moderate-income households).

B. Environmental Clearance. Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historic preservation reviews, and HUD has issued an approval of the release of funds.

C. Due Diligence Submissions. The following items must be delivered to DHCD for approval prior to Grant execution and Grant closing:

1. Articles of Incorporation, organizational by-laws and certification of nonprofit status.
2. Board/Corporate Resolution, memorializing
   a. the Grantee's intent to enter into this Agreement
   b. identifying the total Grant amount of the award
   c. identifying the Grant Number
   d. identifying the funding source(s) of the award, and
   e. identifying the authorized person by name and title who is authorized to sign on behalf of the corporation to enter into this Agreement.
3. Certificate of Good Standing
   a. issued by the DC Department of Licensing and Consumer Protection (DLCP)
   b. certified within 6 months of the Effective Date of this Agreement.
4. Certificate of Clean Hands
   a. issued by the DC Office of Tax and Revenue (OTR)
   b. certified within 90 days of this Agreement.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia to carry out the Grant activities.
6. Evidence that Grantee has obtained insurance, as provided in Exhibit H. If the renewal period for any insurance requirement occurs during the Grant performance period, the Grantee is required to submit to the Grantor evidence (Certificate Of Insurance) of insurance renewal to cover the remaining Grant performance period.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Effective Date.
8. An Affirmative Action Plan ("AAP") must be submitted by the Grantee for review and approval by the District prior to Grant execution and the disbursement of any Grant proceeds. The AAP shall be in a form to be determined by the District and must detail the Grantee's efforts to comply with the District's goals for achieving equal employment in District government contracts and set forth specific standards for the utilization of minorities in all job categories, as required by Mayor's Order 85-85 and District law.
9. Drug-free Workplace Certification (Exhibit F).
10. Debarment affidavit and verification confirming that Grantee is not debarred or suspended or otherwise excluded from or ineligible for participation in federal or District assistance programs under Executive Order 12549 or District law.

D. Opinion of Counsel. Grantee shall submit a written opinion of the Grantee's attorney, which states that the attorney has read the Grant documents and that the Grantee:

- Is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary.
- Has the full authority and legal right to carry out the terms of this Grant Agreement and all documentation required hereunder to be executed by Grantee; and
- Has taken all actions to authorize the execution, delivery and performance of this Grant Agreement and any documents required to be executed in connection with the Grant according to their respective terms

The Opinion shall further state that none of the aforesaid actions, undertakings or agreements violate any restriction, term, condition or provision of the Grantee's organizational documents or any contract or agreement to which Grantee is a party or by which it is bound. The Opinion must identify the Grant Agreement by name and Grant number, and the counsel must specifically identify the documents upon which the Opinion is based.

E. Current on District Obligations. Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant, including all local taxes and charges affecting Grantee's business.

F. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Proceeds, including, but not limited to the Council of the District of Columbia and the Chief Financial Officer of the District of Columbia.

G. Clearance Approval issued by the DHCD Office of Program Monitoring.

Section IX. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. The Grantee shall cure all report deficiencies identified by the Department and resubmit for approval by the Grantor within 14 calendar days of the notification. The requirements of monthly and quarterly reports [VII.(A) and (B) are in Exhibit C.]

A. Monthly Reporting

Monthly Performance Reporting. The Grantee shall use the online reporting portal provided by the Grantor and shall provide a complete performance report by the 10th day of each month reporting on Grant activities, accomplishments and performance of the prior month. Failure to submit the report by the tenth day of the month following the end of each

month shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

B. Quarterly Reporting

On the 10th day of January, April, July, and October, the following quarterly reports for the previous three months shall be due and provided by the Grantee in the form and method required by Grantor:

1. Quarterly Report on **Beneficiary Data and Demographics** (separate reports for PS, NPS and NRSA).

2. **Banking Report** (as applicable)

3. **Non-expendable Equipment Inventory Report** (as applicable) (the purchase or lease of non-expandable equipment). The purchase of all computer equipment must have prior approval from the Department.

4. **Procurement Report** (as applicable).

5. Copies of the **Minutes of the Board of Directors** meetings, which took place during the previous quarter; and

6. **Language Access Report** (optional) If services are provided in languages other than English, we encourage a language access report to be made.

Failure to submit any or all Quarterly Reports by the tenth day of the month following the end of a quarter shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

C. Additional Report Requirements

The following reports are due to the Department within the timeframes indicated below. If these documents were previously submitted, they must be updated and resubmitted.

1. Fringe Benefits Report

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects funded from the proceeds of this Grant shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefits rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the change. The report shall be submitted to DHCD within fifteen (15) days of Grant execution.

The fringe benefits rate for any personnel costs funded by this Grant shall not exceed 20% of the base salary rate indicated in Schedule A Form A (3-2) of the budget (Exhibit B).

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to the date of the Offer Letter.

All personnel costs approved under this Grant Agreement must be filled within ninety (90) days of Grant execution or within ninety (90) days of the vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than ninety (90) days, whether intermittent or consecutive, at any time during the Grant period may result in the loss of funds for the position.

Grantee must submit transcripts of training or continuing education for individual staff and counselors to the Grantor.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with CDBG funds, in accordance with the requirements specified in 2 CFR Part 200 (Exhibit D). The property inventory list must include, at a minimum, a short

description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

a. The Grantee shall submit a budget and Cost Allocation Plan showing its direct and indirect costs and the allocation of such costs to the Grantee's activities, including the administration of the activities and services provided under this Agreement. The plan must show all allowable and unallowable costs and how such costs are included in the direct and indirect costs in accordance with 2 CFR Part 200.

b. A current Cost Allocation Plan must be submitted no later than thirty (30) days following Grant execution.

c. The Cost Allocation Plan must include all sources of funding for the Grantee, including this, Grant and to which program/cost centers each source has been applied using the Grantee's chart of accounts (referencing individual budgetary line items).

The Grantee must provide:
i. the total amount of funding from each funding source,
ii. the total staff employed by the Grantee, regardless of funding source, staff allocation per grant/program and the estimated percentage of time spent per grant program.

d. As required by HUD, the Cost Allocation Plan is subject to approval by the Grantor. The Grantee shall cure any defects or omissions in the Cost Allocation Plan within 60 calendar days of the notice to cure.

e. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. The waiver request must detail the reasons for the waiver request and include a copy of the relevant audited financial statements.

f. Claims for reimbursement of documented Grant expenses shall comply with 2 CFR Part 200 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.

5. Indirect Cost Rates

a. Grantees may request reimbursement for indirect costs based on their Cost Allocation Plan. The Cost of Allocation Plan must be reviewed and approved by the Grantor. The Grantee is required to keep records of the expenses charged to the Indirect Cost Rate for monitoring and close-out.

Grantees with Indirect Cost Rates are required to use their indirect cost rate. Grantees with provisional rates must demonstrate the rate is not expired or that it is currently used by a Federal Agency in awarding Federal funds to the Grantee during the current Fiscal Year. Other Grantees may use the Federal *de minimis rate* of 15%. In either case (*De Minimis rate* or Federally Approved rate), Grantee shall maintain records (available during monitoring, or close-out or upon request) indicating which costs in the cost allocation plan and the dollar amount have been attributed to the Indirect Cost.)

Indirect cost rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with supporting documentation. DHCD will not make adjustments to indirect cost rates after June 1st.

The Grantor does not issue or award Indirect Cost Rates.

Grantees who wish to obtain a Federally authorized Indirect Cost Rate are encouraged to contact the "Cognizant Agency" which is the US Department of Health and Human Services.

b. For all personnel costs funded under this Agreement, Grantee must maintain documentation for use of indirect cost funding and provide the same when requested for verification of expenditures in keeping with the approved cost allocation plan, including, but not limited to cancelled checks, employee signed and supervisory approved employee time sheets, invoices and bank records.

c. Expenses charged to an indirect cost rate must be accompanied by and cross-referenced to and reconciled with an independent audited financial statement, which accounts for all (grant funded and non-grant funded) activities by the Grantee during the fiscal year in which the indirect cost rate is based.

6. Organizational Audit

Grantee must submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year.

Note to All Grantees: All Grantees must ensure their financial records are available for review or audit by appropriate officials of the Federal Government and the District Government.

7. Auditor's Management Letter.

Grantee shall submit an auditor's Management Letter to the Grantor at the time it submits the annual audit.

8. Procurement Policy. Accounting Policies and Procedures. and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution, the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of the Grant. These policies and procedures shall be in accordance with the requirements of 2 CFR Part 200. The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

If the Grantee has previously submitted these documents, and the documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a certified statement (the "Re-certification Letter") to the Grant Administrator indicating when the most current document was submitted to the District and certifying that no changes to these policies and procedures have since been made.

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D. Summary of Report Deliverables and Receipt Due Dates:

	Report	Receipt Due Date
1	Monthly Performance Report	No later than the 10th day of each month
2	Quarterly Beneficiary Data	No later than January 10th, April 10th, July 10th and October 10th – a separate report for each use: PS-NPS-NRSA
3	Language Access Report (Optional)	No later than January 10th, April 10th, July 10th and October 10th
4	Fringe Benefits Report	Within 15 days of Grant execution
5	New Hires/New Employees Information (Job Description & Resume) HUD certificate if certified counselor	10 Days prior to the Offer Letter of Employment being sent to the candidate
6	Notice of Vacant Position	Within 10 days following the vacancy
7	Non-expendable Equipment Report	Within 15 days of Grant execution and quarterly thereafter
8	Procurement Policies and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
9	Accounting Manual and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
10	Cost Allocation Plan (based on and tied to the most recent audit)	Within 30 days of Grant execution
12	Independent Financial Audit	Within 90 Days of the Close of the Grantee's Fiscal Year

	Report	Receipt Due Date
13	Single Audit Report (if applicable)	Within 30 Days of submission to the Federal Audit Clearinghouse
14	Auditor's Management Letter	Submitted with the submission of the Audit
15	Requests to revise Budgets and/or Workplans	Prior to the 1st day of June
16	Grantee's Close-Out Report (Section XV.) Inventory Report & Annual Report	Within 90 Days of the end of the Term of the Grant.
17	HUD 9902	Within 30 Days of Submission to HUD
18	HUD Monitoring Report	Within 30 Days of Receipt from HUD monitor or the HUD intermediary monitor.

Section X. Accounting/Audit Requirements

A. Accounting System

1. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in Exhibit B.

2. Accounting records should be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.

3. Any funds provided to the Grantee or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest-bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

Grantee shall submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year, contingent on the following:

1. Grantees receiving an aggregate of $1,000,000 or more from all funders in Federal funds must in accordance with Federal regulations obtain an independent audit (Single Audit Act of 1984 , Single Audit Amendments Act of 1996, and 2 CFR Part 200). A standard audit may be supplied pending the completion and submission of the Single Audit.

2. Grantees:
   (a) Required to be audited by any State or political subdivision(s) thereof (whether by statute or regulation) or
   (b) Who conduct an audit to submit to any government or private funder, or foundation or corporate funder or
   (c) Whose governing body or senior management obtains an audit,

   shall be required to submit that audit to the Grantor upon receipt of the same.

If the Grantee is not audited in accordance with (1) and (2) above, the following shall apply:

3. A Grantee whose corporate entity receives or expends less than $999,999 as reported to the Internal Revenue Service in the 990 Tax Return without amendments, deletions or summarized details must file with the Grantor a financial report prepared by an independent Certified Public Accountant and certified by the same that contains:
   - income statement or Statement of Activities,
   - balance sheet or Statement of Financial Position,
   - statement of Functional Expenses by program or cost centers such statement to break out separately the Grantor's funding by Grantor's program(s) separately from all programs or cost centers used.
   - statement of cash flows, and
   - independent review and certification of the financial statements including a review of the management's financial internal controls.

   In addition, the nonprofit organization must file a biennial audit that covers both years within a biennial period. See 2 CFR Part 200, Subpart F.

4. The Grantee shall fully clear any deficiencies noted in the audit reports within sixty (60) days after receipt by the Grantee.

5. . Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default of this Grant and may result in the withholding of future payments and/or debarment from participation in future Grants.

Section XI. Grant Administration

The Grant Administrator is:

William Winston
Associate Director for Community Services
DC Department of Housing and Community Development
1909 Martin Luther King Avenue SE, Room 304
Washington, D.C. 20020.

The telephone number is (771) 208-9628. All concerns regarding the technical implementation and interpretation of this Grant are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line-item changes and terms) where there is no dollar increase.

Section XII. Repayment of Grant Funds/Grant Performance Monitoring Default and Remedies

A. HUD Monitoring

The Grantee is subject to monitoring by HUD and agrees to provide all required information, data, records, files including client files, case notes, correspondence and emails, reports, beneficiary data, performance data, financial records, supporting documentation, to satisfy HUD monitoring. Notwithstanding the date of a finding by HUD, should HUD make a finding, the Grantee shall be responsible to cure the defect, and should HUD require repayment of Grant funds for any reason to the Federal Government, the Grantee shall be responsible for repayment in the amount specified by HUD. Repayment shall be made to the District of Columbia and by the District to the Federal authority in satisfaction of the HUD requirement. HUD monitoring is not confined to the performance period but extends through the record retention period provided in Section XV.

B. Grant Performance Evaluation

1. DHCD will monitor the performance of the Grantee to ensure that the goals and performance standards stated in the Statement of Work and Work Plan and RFA are being achieved according to schedule and within budget.

2. All records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. Grantee shall make timely submission of all information and/or records requested by DHCD or HUD to assess performance under the Agreement.

C. Suspension or Termination of Grant Assistance

1. In accordance 2 CFR 200.340 and 200.341 and 200.343, suspension or termination of CDBG Grant assistance may occur according to the Default provision in subsection D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner.

2. If Grantee fails to correct the substandard performance within thirty (30) days after receiving written notice from DHCD, suspension or termination of this Agreement will be initiated.

3. In accordance with 2 CFR 200.340(a), suspension or termination of Grant assistance may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

Subject to any applicable notice requirement and right to cure, the occurrence of any of the following shall constitute an event of default:

1. Failure to comply with any of the CDBG Program rules, regulations or provisions referred to in this Agreement, or such other Federal or District statutes, regulations, executive orders, District of Columbia mayoral orders, HUD rulings, policies or directives applicable to this Grant:

2. Failure to comply with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement.
3. Substandard performance by the Grantee or any of its agents under this Agreement, as determined in the sole and reasonable discretion of DHCD; or
4. Improper use of funds provided under this Agreement.

A determination of default shall be made in the sole and reasonable discretion of DHCD.

E. Remedies for Default

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of a written notice to the Grantee, Grantor may take one or more of the following actions, as determined in its sole discretion:

1. Terminate and suspend further disbursement of any remaining Grant assistance.
2. Disallow all or part of the cost of the activity or action that is not in compliance with this Agreement.
3. Wholly or partially suspend or terminate the current Grant award; or
4. Take other legal remedies that may be available.

F. Termination for Convenience

The Grant may be suspended or terminated on the basis of convenience as provided in 2 CFR 200.340(a).

G. Reversion to DHCD of Grant Assistance

1. Upon default by the Grantee under the terms of subsection D above, which has not been cured, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request the following:

i. Any Grant funds in its possession (whether or not committed),
ii. Any accounts receivable attributable to the use of Grant funds; and
iii. The portion of any income directly generated by (or the prorated proportion of) Grant funds for the activities described in this Agreement.

2. Upon final completion of the projects and activities for which CDBG funds have been provided by DHCD, expiration of the term of this Agreement, cancellation, or determination of this Agreement, the Grantee shall transfer any unspent, excess or surplus CDBG Grant funds, to include accounts receivable attributable to the use of the CDBG funds.

H. Grantor Non-Waiver

DHCD's delay or failure to act with respect to a breach by the Grantee does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section XIII. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, and 2 CFR Part 200, as deemed applicable by the Grantor. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Fund Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Organizational Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter arising from this Grant Agreement.

D. Cancellation Ceiling

In the event of cancellation of the Grant because of non-appropriation of funds for a specific fiscal year, there shall be a cancellation ceiling of zero dollars.

E. Anti-Deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, Grantor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code§ 47.105. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-Deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section XI. of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements.
2. Performing technical evaluations as required.
3. Interpreting the Statement of Work and other language in the Grant.
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with the District and other laws and regulations applicable to the Grant.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

Babatunde Oloyede
President and CEO
Marshall Heights Community
Development Organization
3939 Benning Rd, NE
Washington DC 20019
202-650-5658
boloyede@mhcdo.org
www.mhcdo.org

H. Misuse of Grant Funds

Any alleged fraud, waste, abuse or mismanagement of Grant funds shall be immediately reported to the Grantor and the District of Columbia Office of the Inspector General ("OIG"). The OIG may be reached at (202) 724-TIPS (8477) and (800) 521-1639 or at oig.dc.gov

I. Nonassignability

Grantee will not sell, assign, pledge or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

Section XIV. Insurance

A. The Grantee shall obtain at least the minimum insurance coverage set forth in this Section XIV. and Exhibit H prior to the Effective Date and keep such insurance in force, as may be applicable, throughout the Grant period of performance.

B. Fidelity Bond: The Grantee must procure Fidelity Bond coverage in an amount equivalent to the total Grant budget. Pursuant to 2 CFR Part 200, Fidelity Bond coverage is required to protect the District's interest in the dollar amount of the Grant. Should Grantee be unable to procure a Fidelity Bond, Grantee shall submit proof that it has obtained general liability insurance that covers internal employee criminal activity or directors' and officers' liability insurance.

Section XV. Records Retention/Access

A. Records Retention

The Grantee shall retain all records demonstrating compliance with CDBG requirements and that are pertinent to this Grant for no less than five (5) years from Close-out of this Grant Agreement, including any extension thereof made in accordance with Section XVI. [Option to Extend] and including but not limited to Close-Out in IDIS of any HUD requirements. See Exhibit 5.1 in this link: https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-5.pdf

B. Extension of Retention Period

Notwithstanding the foregoing retention requirement in paragraph A above, if any litigation, claim, HUD monitoring or audit is initiated before the expiration of the retention period, records shall be retained for a period of not less than four (4) additional years following completion of the actions and resolution of all proceedings (e.g. litigation, claim, HUD monitoring or audit) involving the records.

C. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility, progress and achievement toward program goals and secure such records in a manner subject to applicable privacy laws. Such data may include, but is not limited to, client name, address, income level, case notes, correspondence and a description of service(s) provided. The Grantee shall use software which is HUD compliant to maintain client records. The Grantee shall transmit client records and files in a manner that is compliant with HUD's Personally Identifiable Information (PII) requirements.

D. Access to Records

All Grantee books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Grant funds shall be made available to the Department, HUD, its designee, representatives of the Inspector General of the District of Columbia or the Office of the DC Auditor at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.

E. National Objectives

The Grantee agrees to maintain documentation that demonstrates that the activities carried out with CDBG funds provided under this Grant meet the CDBG national objective of benefiting low- and moderate-income persons, as defined in 24 CFR part 570.208.

F. Copyright

If this Agreement results in any copyrightable material or inventions, DHCD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Section XVI. Federal and District Public Policy Requirements

Grantee shall fully comply with the following Federal and District policy requirements, as deemed applicable by Grantor:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federal-assisted and federal conducted programs and activities .

C. The requirements of Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

D. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.-) and implementing regulations at 24 CFR I part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

E. The requirements of Executive Order 11246, as amended by Executive Orders 11375. 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

F. The Conflict of Interest provisions of Federal and District laws strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of Federal funds to comply with 2 CFR 200.317 to 200.327 and

any sections of Title of 24 the Code of Federal Regulations concerning CDBG funding which are more restrictive than the Uniform Guidance Code for use of CDBG funds. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within (fifteen) 15 business days of execution of the Grant Agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict-of-Interest declarations to be executed by each employee and board member.

G. The Hatch Act. Chapter 15 of Title V. United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

H. The National Environmental Policy Act or other legislation implemented by 24 CFR part 58.

I. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement as Exhibit F.

J. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991H FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.

2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any grant,

or the entering into any extension. continuation. renewal, amendment of modification of any grant.

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and

c. He or she will include the language of the certification in all sub- grant awards at any tier and require that all recipients of sub-grant awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this Grant imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure, as the applicable grant shall so provide.

K. The Americans with Disabilities Act of 1990 (ADA) - Notwithstanding anything contained herein to the contrary, during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

L. The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are applicable pertaining to economic opportunities for low and very low-income persons. 24 CFR part 135.

M. First Source Program - Contractors and subcontractors of a government-assisted Project totaling $300,000 or more must comply with the District's goals for the recruitment, referral and placement of District residents. See D.C. Law 5-93, as amended, D.C. Official Code§ 2-219.01 et seq.

Section XVII. Close-Out Provisions

Activities and tasks during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor, and determining the custodianship of records (which shall remain the responsibility of the Grantee unless a determination is made otherwise). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over District appropriated funds and the record retention period, whichever is longest. Grantee shall submit the following items within the time frames indicated in this Section after completion of Grant activities or expiration or termination of this Agreement.

1. All activities are eligible, were completed and met a national objective.
2. All grant funds were expended in full, or all remaining funds are to be returned to Grantor.
3. All reporting requirements were completed and submitted (except for the final report that is submitted during the closeout process).
4. Any special conditions were met; and
5. All deficiencies or corrective actions affecting the Grant were resolved.

A. Grant Close-Out Report

The Grantee shall submit to the Grantor a Grantee's Close-Out Report ("Report") within ninety (90) days after expiration of the Grant term, termination of the Grant, or final payment for activities under this Agreement, whichever occurs later. This Report, at a minimum, shall include a narrative of the Grantee's completed tasks based on the activities, performance measures and goals set forth in the Statement of Work. The Report shall be completed using a form provided by the Grantor. The Grantee shall provide any information or data Grantor requests for Close-Out. In the Grantor's sole discretion, the reporting provided during the term of this Agreement may be accepted in lieu of the Grantee's Close-Out Report if those reports contain all information required in this section.

B. Documentation of Expenses

Within ninety (90) days after the expiration of the Grant, the Grantee shall provide to Grantor documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses.

C. Equipment Inventory

The Grantee shall submit to Grantor a list of all furniture, fixtures, equipment and vehicles purchased with Grant funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with 2 CFR Part 200.

D. Audit

The Grantee shall submit an audit or financial statement, as applicable, and as provided in Sections IX and X. of this Agreement.

E. Transfer of Records

Grantee shall, within ninety (90) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

F. Grantee's Obligations

The Grantee's obligations to DHCD remain in effect through the period of record retention as stated in Section XV.

Section XVIII. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion, and if legally permitted, extend the term of the Grant no more than two (2) times for one-year terms, or any fraction of one year, or multiple successive fractions thereof.

B. Grantor will endeavor to provide Grantee a preliminary written notice of its intent to extend at least thirty (30) days before the end of the Grant Term. The preliminary notice does not commit the District to an extension or authorize additional Grant funds to Grantee.

C. Any extension of this Grant is contingent upon the appropriation of funds for the applicable time period. However, the availability of funds shall not obligate the District to extend the Grant.

Section XIX. Total Agreement

The Grant Agreement, including specifically incorporated documents (to include the approved Statement of Work, the Work Plan, the approved Budget and the Grant attachments) constitute

the total and entire agreement between the Parties. Grantee understands and agrees to comply with the incorporated references contained in this Agreement and all applicable District and Federal laws and regulations.

Section XX. Applicable Law.

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia, unless otherwise controlled by federal law. In any proceeding relating to this Grant Agreement, each of Grantor and Grantee, hereby irrevocably submits to the jurisdiction of the Courts of the District of Columbia for the purposes of any suit, action or proceeding arising out of or relating to this Grant or transactions contemplated hereby.

Section XXI. Severability.

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XXII. Amendment.

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Grant activities, or the amounts specified in the Budget without the prior written approval of Grantor. The Grantee may request in writing approval of any proposed change to the Statement of Work or Workplan or the amounts specified in the eligible cost categories of the Budget and shall provide adequate supporting information and a revised budget along with its request. All such requests must be signed and dated.

Section XXIII. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or fully, by the Department.

1. The written or printed materials must include the authorized DHCD logo.

2. Written or printed materials include, but are not limited to, newspaper, radio and television announcements or advertisements, websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.
4. Grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to Grantee.
5. Grantee must provide copies of all marketing materials, brochures, flyers and other materials that publicize grant-funded activities to Grantor via email at dhcd.occo@dc.gov

Grantee shall publicize, as appropriate, to its constituency through social media, print, and online postings, DHCD communications and events that are related to Grant supported activities.

Section XXIV. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code§ 2-531 *et seq*. provides for the disclosure of public information. Specifically, the law provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Official Code § 2-1701 (13) .

This serves as your Notification that information /documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code§ 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXV. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, homeless status, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Sexual harassment is a form of sexual discrimination which is prohibited by the Act and Mayor's Order 2023-131 (Updated District Government Sexual Harassment Policy, Guidance, and Procedures), which is attached hereto as Exhibit I.

The prohibition against workplace sexual harassment extends to third parties doing business with or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies. By executing this Agreement, Grantee affirms that it will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1 I 00 et seq. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated.

Section XXVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addresses:

NOTICE TO GRANTEE:

Marshall Heights Community Development Organization
3939 Benning Rd, NE
Washington DC 20019
Attn: Executive Director/CEO

NOTICE TO GRANTOR:

D.C. Department of Housing and Community Development
Community Services
1909 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
Attn: Director

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTOR SIGNATOR PAGE]

DISTRICT OF COLUMBIA, a municipal Corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Colleen Green
Director

Legal Review:

Julia Wiley
Office of the General Counsel
Department of Housing and Community Development

3/17/25
Date

[Signatures continue on the next page]

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTEE SIGNATURE PAGE]

MARSHALL HEIGHTS COMMUNITY DEVELOPMENT ORGANIZATION INC.
a District of Columbia non-profit corporation

Babatunde Oloyede
President & CEO

March 17, 2025
Date

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit A Services to be Provided

- Statement of Work
- Section 3.2 Services (from the FY25 RFA)
- Workplan as approved by the Grantor

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit B Budget

- Schedules A (3-1) and A (3-2) for the First Performance Period

Exhibit C Required Reporting

- Monthly Performance Report
- Monthly Report of Group Trainings
- Monthly Report on Outreach and Marketing Activities
- Monthly Reporting of Special Activities
- Monthly Reporting of changes in personnel relative to grant work and payroll
- Quarterly Beneficiary Data
- Quarterly Language Access Report
- Quarterly Data Report

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit D Method to determine Client Eligibility for Services

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit E Budget Modification Form

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit F Drug Free Workplace Certification

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit G Service Area Eligibility

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit H Insurance Requirements

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit I **Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures**

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education, and training services to support DHCD's housing programs and initiatives and promote compliance with District housing regulations. All the services are intended to empower potential homeowners, actual homeowners, and tenants to preserve affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership, (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner-occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached work plan and performance measures. Marketing and outreach for the services provided is an activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals, and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of this service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling, (b) the Grantee's additional knowledge of the individual, and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow-up and conduct a final assessment of the impact of the services provided. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for HPAP/EAHP/NEAHP
A4: Inclusionary Zoning Orientation
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM
Budget Form A (3-1): Total Grant Budget

Rev. 12/06/2024

ORGANIZATION NAME:	Marshall Heights Community Development Organization, Inc
PERIOD OF PERFORMANCE:	2/1/2025-9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	
WARD (if applicable):	Ward 7
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$119,287.10	$64,956.48	$184,223.58
Credit Report	$0.00	$0.00	$0.00
Space	$0.00	$40,000.00	$40,000.00
Insurance	$0.00	$15,000.00	$15,000.00
Telephone	$0.00	$3,500.00	$3,500.00
Consumables	$2,000.00	$500.00	$2,500.00
Marketing & Outreach	$551.08	$2,000.00	$2,551.08
Training	$0.00	$2,500.00	$2,500.00
IT Services & Support	$0.00	$13,785.00	$13,785.00
Audit CAP	$0.00	$4,500.00	$4,500.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$121,838.18	$146,741.48	$268,559.66
Total Indirect Costs (De Minimis Cost Rate 15%)	$12,161.82		$0.00
Total Costs	$134,000.00	$146,741.48	$268,559.66

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 12/09/2024

ORGANIZATION NAME:	Marshall Heights Community Development Organization, Inc.
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 to 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Number of Hours	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
Personnel Subtotals						$106,488.48

Fringe Benefits (Max 20%)	$12,778.62
Total NBAP Grant Personnel Costs	$119,267.10

DHCD Contract No. 2025-09
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT B

FY 2026 Statement of Work
and
Workplan

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education, and training services to support DHCD's housing programs and initiatives and promote compliance with District housing regulations. All the services are intended to empower potential homeowners, actual homeowners, and tenants to preserve affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership, (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner-occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached work plan and performance measures. Marketing and outreach for the services provided is an activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals, and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of this service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling, (b) the Grantee's additional knowledge of the individual, and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow-up and conduct a final assessment of the impact of the services provided. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for HPAP/EAHP/NEAHP
A4: Inclusionary Zoning Orientation
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling

FY26 Housing Counseling Services Workplan

Organization Name:	Marshall Heights Community Development Organization, Inc
Grant Number:	2025-09

Performance Period: 10/1/25-9/30/26

RFA Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	NRSA Ward 7 & 8 All Services	Total
A1	HUD Housing Counseling	10	Number of First Time Homebuyers Purchasing Homes	Public Service or NRSA	$0.00	$0.00	$30,000.00	$30,000.00
A1		70	Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		350	Number of 1:1 Counseling Sessions (Budget & Credit)					
A1			Number of unduplicated households					
A1		50	Number of 1:1 Homebuyer Counseling Sessions					
A1			Number of unduplicated households					
A2	8-Hour Homebuyer Class	8	Number of 8-hour Homebuyer Educations Classes	Public Service or NRSA	$0.00	$0.00	$30,000.00	$30,000.00
A2		160	Number of Attendees of 8 hour Homebuyer Classes					
A2		135	Number of DHCD Certificates Issued					
A3	HPAP (LAHP/HEAHP)	12	Number of HPAP Pre Purchase Orientations conducted	Non-Public Service or NRSA	$0.00	$0.00	$30,000.00	$30,000.00
A3	(HPS ONLY)		Number of Attendees at HPAP Orientations					
A3		30	Number of Files submitted to HPAP Administrators					
A3		75	Number of 1:1 HPAP Counseling Sessions					
A3			Number of unduplicated households					
A4	IZ/ADU Orientations	24	Number of IZ Orientations Conducted	Public Service or NRSA	$0.00	$0.00	$45,000.00	$45,000.00
A4		600	Number of Attendees at IZ Orientations					
A4		400	Number of DHCD Certificates Issued					
A5	IZ/ADU Income Certifications		Number of IZ/ADU Income Certifications completed	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
A6	PADO		Number of PADO group training/coaching	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
A6			Number of Attendees at PADO group training					
A6			Number of 1:1 PADO sessions (if applicable)					
A6			Number of unduplicated households receiving 1:1 PADO sessions					
A6			Number of PADO Income Certifications					
A7	General Housing Services & Information (Group Training)	8	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)	Public Service or NRSA	$0.00	$0.00	$20,000.00	$20,000.00
A7		96	Number of Attendees at Financial Literacy Trainings					
A7			Number of Homebuyer Clubs Meetings					
A7			Total of Attendees at Homebuer Club Meetings					
A7		18	Number of group trainings or workshops not reported in other categories					
A7		125	Number of Attendes at group trainings or workshops not reported in other categories					
B10	Eviction Counseling		Number of Eviction workshops	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
B10			Number of Attendees at Eviction workshops					
B10			1:1 Eviction Counseling					
B10			Unduplicated households 1:1 Eviction Counseling					
B10			Number referred to Attorney(s) for Legal Services					
B10			Number of 1:1 Attorney Consultations (Law Firm Subrecipients Only)					
B10			Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecipients Only)					
B10			Number Evictions Prevented					
B11	SFRR		Number of SFRRP Orientations conducted (required)	Public Service or NRSA				$0.00
B11			Number of 1:1 Intake sessions					
B11			Number of unduplicated households					
B11			Number of complete applications submitted in SFRRP Portal					
B12	Legal Services for Seniors, Coops and Condos (Law Firm Subrecipients Only)		Senior households receiving legal services	Public Service or NRSA				$0.00
B12			Coop Associations receiving legal services					
B12			Condo Associations receiving legal services					
B12			Number of Pro Bono Legal Services Recruited and Retained					
B12			Number of Trainings for Law Firms (trainings)					
B12			Number of Attendees at trainings for Law Firms (Attendees)					
B12			Number of new partnerships initiated					
B12			Total Number of Trainings to and work with Pro Bono Provided					
B12			Number of outreach presentations conducted					
B12			Number of outreach activities conducted					
B12			Number of Senior Households that received Legal Counsel or Consultation					
B12			Number of Senior households that received Legal Representation					
B12			# of clients helped with Schedule H					
B12			# of clients helped with fe planning docs					
B12			# pro bono attorneys engaged in housing-related matters					
B12			# veterans receiving legal counsel advice					
B13	Technical Assistance for Co-Ops and Condo Associations		Number of Co-Op Associations receiving Technical Assistance	Public Service or NRSA				$0.00
B13	Coops		Number of Action Plans written for Co-Op Associations					
B13	Coops		Number of Successful Outcomes for Co-Op Associations					
B13	Coops		Number of Asset Management Improvement Services Provided for Co-Op					
B13	Coops		Number of Asset Management Tactical Support Services Provided to Co-Op					
B13	Coops		Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops		Number of Legal Assistant Services provided to Distressed Co-Op Associations					
B13	Coops		Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops		Number of Organization Sustainability Tactical Support Services Provided to Co-Ops					
B13	Coops		Number of Ownership Educations Sessions provided to different ownership models including shared equity					
B13	Coops		Number of Relocation Plans completed and accepted for Co-Ops					
B13	Coops		Numbers of Trainings on Board Operations Governance & Management to Co-ops					
B13	Coops		Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management					
B13	Coops		Number of written Asset Management & Sustainability Plans for Co-Ops					
B13	Condos		Number of Condo Associations receiving Technical Assistance					
B13	Condos		Number of Action Plans written for Condo Associations					
B13	Condos		Number of Successful Outcomes for Condo Associations					
B13	Condos		Number of Asset Management Improvement Services Provided for Condo					
B13	Condos		Number of Annual Survey of Clients (interactive) to gauge success and appropriate methodologies completed for Condo					
B13	Condos		Number of Asset Management Tactical Support Services Provided to Condo					
B13	Condos		Number of Legal Assistant Services provided to Distressed Condo Associations					
B13	Condos		Number of Consultative Services Provided to Condo Associations and Clients					
B13	Condos		Number of Organization Sustainability Tactical Support Services Provided to Condo Associations					
B13	Condos		Number of Relocation Plans completed and accepted for Condo Associations					
B13	Condos		Numbers of Trainings on Board Operations Governance & Management to condo associations					
B13	Condos		Number of written Asset Management & Sustainability Plans for Condo Associations					
B13	Coops and Condos		Number of Annual Survey of Clients (interactive) to gauge success and appropriate methodologies completed					
B13	Coops and Condos		Number of Associations (Coops and Condos) referred to private/ nonprofit Law Firm					
B13	Coops and Condos		Number of Trainings on Development including Relocation and Construction Management					
B14	Technical Assistance for Small Apartment Owners (25 units and less)		Number of Inquiries Received	Public Service or NRSA				$0.00
B14			Number of Owners/Managers receiving Services					
B14			Number of Action Plans Written					
B14			Number of Action Plans Implemented/Completed					
B14			Number of Owners/Managers needing Asset Management Guidance					
B8	General Home Management (Post Purchase Non-Delinquent)		Number of Homeownership Preservation Workshops	Public Service or NRSA			$15,000.00	$15,000.00
B8			Number of Attendees at Homeownership Preservation Workshops					
B8		30	Number of Post-Purchase Workshops (not including Homeownership Preservation)					
B8		250	Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)					
B8		100	Number of 1:1 Post-Purchase Counseling Sessions					
B8			Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions					
B9	Foreclosure Counseling	25	Number of Foreclosure Workshops	Public Service or NRSA			$22,500.00	$22,500.00
B9		200	Number of Attendees at Foreclosure Workshops					
B9		35	Number of 1:1 Foreclosure Counseling Sessions					
B9			Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions					
B9			Number of 1:1 Attorney Consultations (Law Firm Subrecipients Only)					
B9			Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecipients Only)					
B9			Number referred to Attorney(s) for Legal Services					
B9			Number of Foreclosures Prevented					
C15	TOPA Pre-Purchase Counseling & Training		Number of TOPA Meetings with Tenant Association	Public Service or NRSA				$0.00
C15			Number of Attendees at TOPA Meetings					
C15			Number of TOPA Training Workshops to Tenants					
C15			Number of Attendees at TOPA Training Workshops					
C16	TOPA Post-Purchase Counseling & Training		Number of TOPA Post Purchase Training Workshops					

C16			Number of Attendees at TOPA Post Purchase Workshops	Public Service or NRSA				$0.00
C16			Number of unduplicated households					
C16			Number of one on one counseling sessions					
C16			Number of group training/coaching					
C17	Tenant Counseling for HRA - Rental Accomodation Division		Number of unduplicated households	Public Service or NRSA				$0.00
C17			Number of one on one counseling sessions					
C17			Number of group training/coaching					
C17			Number of Attendees at group training/coaching					
Marketing	MARKETING AND OUTREACH	5	Housing Fairs	Public Service or NRSA			$7,500.00	$7,500.00
Marketing			Other Tabling Events					
Marketing			Flyers Distributed					
Marketing			Social Media Posts (Facebook, Linkedin, Instagram)					
Marketing			Mailings					
Marketing		4	Paid Advertising (display ads in print)					
Marketing			Other					
Marketing			Other					
	TOTALS	2020			$0.00	$0.00	$200,000.00	$200,000.00

DHCD Contract No. 2025-09
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT C

FY 2026 Budget

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
RESIDENTIAL & COMMUNITY SERVICES (NBA)

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	Marshall Heights Community Development Organization, Inc.
PERIOD OF PERFORMANCE:	10/1/2025 to 9/30/2026
FISCAL YEAR:	FY 2026
TYPE OF ACTIVITY:	HOUSING COUNSELING & SERVICES

Instructions: Please add rows as needed.

Cost Category	Oct/Nov/Dec	Jan to Sept	Total
Personnel (Salary & Fringe)	$43,844.32	$120,065.74	$163,910.06
Consultants	$0.00	$0.00	$0.00
Space	$0.00	$0.00	$0.00
Utilities	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$500.00	$1,503.29	$2,003.29
Marketing & Outreach	$374.92	$1,124.78	$1,499.70
Training	$0.00	$2,500.00	$2,500.00
IT Services & Support	$0.00	$0.00	$0.00
Audit CAP	$0.00	$4,000.00	$4,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$44,719.24	$129,193.81	$173,913.05
Total Indirect Costs (De Minimis Cost Rate up to Max 15%)	$6,707.89	$19,379.07	$26,086.95
Total Costs	$51,427.12	$148,572.88	$200,000.00

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
RESIDENTIAL AND COMMUNITY SERVICES (NBA)

Budget Form A (3-2): Personnel Information

Rev. 08/25/2025

ORGANIZATION NAME:	Marshall Heights Community Development Organization, Inc.
FISCAL YEAR:	FY 2026 Grant # 2025-09
BUDGET PERIODS:	10/1/2025 to 9/30/2026
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Oct/Nov/Dec Hourly Rate	Q1 # of Hours	Jan-Sept Hourly Rate	Jan-Sept # of Hours	Total Costs
President / CEO	Babatunde Oloyede	$72.12	52.80	$72.12	155.20	$15,000.96
Accountant / Financial Mgt	Bridget Gaskins	$33.65	42.24	$33.65	124.16	$5,599.35
Intake/Operations	Donna Baskerville	$31.25	79.20	$31.25	232.80	$9,750.00
Housing Program Manager	Mary Dade	$31.25	422.40	$31.25	1,241.60	$52,000.00
Certified Housing Counselor	Patrice Roberts	$27.40	422.40	$27.40	1,241.60	$45,593.60
Certified Housing Counselor	Willlet Hunt	$30.29	134.00	$30.29	151.50	$8,647.80
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
Personnel Subtotals				Personnel Subtotals		$136,591.72
Fringe Benefits (Max 20%)				Fringe Benefits (Max 20%)		$27,318.34
Total Grant Personnel Costs				Total Grant Personnel Costs		$163,910.06

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director	CG	10/9/2025
2. Chris Earley, Deputy Director	CE	10/8/25
3. Julia Wiley, General Counsel	JW	10/7/25
4. Bill Winston, Associate Director of Community Services	WW	9/30/2025
5. Ernest Merchant, Program Analyst	EM	9/25/25
6.		

SUBJECT: ULS - Housing Services

Director's Comments:

Action							
APPROVAL ☒	CIRCULATE ☐	CORRECTION ☐	FILE ☐	FYI ☐	INVITATION ☐	MEETING ☐	SIGNATURE ☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- University Legal Services, Inc. NBAP FY26 Housing Services $1,576,00.00 Grant 2025-12

Originating Office

FROM: E. Merchant	TELEPHONE NUMBER:
DATE: 9/25/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE: OFFICE OF THE DIRECTOR OCT 9 '25 AM9:10

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

REV 1.0 10/25/23

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

OCT 09 2025

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Ernest Merchant
Program Analyst

Date: September 25, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME: **University Legal Services**

ACTIVITIES FUNDED: **Housing Services**

GRANT AMOUNT: **$1,576,000.00**

ATTACHMENTS:

FY25 Executed Grant Agreement #2025-12
FY26 Grant Modification Agreement #2025-12
Statement of Work
Budget
Workplan
Signed CDBG Compliance Checklist Board Resolution
Opinion of Counsel
Certificate of Good Standing Proof of Insurance

DHCD Contract No. 2025-12
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

MODIFICATION OF GRANT AGREEMENT
BY AND BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
AND
UNIVERSITY LEGAL SERVICES INC.

This Modification of Grant Agreement (the **"Modification"**) is entered into as of the 9 day of October 2025, (**"Effective Date"**), by and between the **District of Columbia**, a municipal corporation (hereinafter sometimes referred to as the **"District"**), acting by and through the District of Columbia Department of Housing and Community Development (hereinafter referred to as the **"Grantor"** or **"DHCD"**), and **University Legal Services Inc.** [Entity Identifier NUHRJ8ZMKLN8], a non-profit corporation organized and existing under the laws of the District of Columbia, (hereinafter sometimes referred to as the **"Grantee"**) with its principal place of business at 220 I St NE Ste 130, Washington, DC 20002. The Grantor and Grantee shall be together referred to as the "Parties."

RECITALS:

1. DHCD, with offices at 1909 Martin Luther King, Jr. Avenue, SE, Washington, DC, 20020, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program pursuant to the District of Columbia Community Development Act of 1975 (D.C. Official Code § 6-1001 *et seq.*) and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Parties entered into a Grant Agreement (DHCD Contract No. 2025-12) **("Grant Agreement or "Agreement")** effective on February 1, 2025, that memorialized a funding award to Grantee derived from the District's Community Development Block Grant Program ("CDBG") Grant allocation for the purpose of providing a range of HUD housing counseling services that benefit low and moderate-income persons in the District of Columbia for the period from February 1, 2025 through December 31, 2025. (**"Grant Term"**). The Grant Agreement is attached hereto as ***Exhibit A*** and incorporated herein.

3. Section III.C. of the Grant Agreement included an erroneous statement regarding immigration status of Grant services beneficiaries.

4. Pursuant to Section XXII. of the Agreement, the Parties desire to amend the Agreement to correct that erroneous statement and for other purposes.

NOW, THEREFORE, in consideration of the mutual agreements of the Parties set forth herein, the Parties hereby agree as follows:

1. The above recitals are hereby incorporated and made a part of this Amendment.

2. Capitalized terms used in this Amendment that are not defined herein shall have the meanings given to such terms in the Grant Agreement.

3. **Section III. Grant Award Subsection C. Paragraph 1**
The second sentence, to include footnote 5 for a Housing Counseling Services Grant or footnote 7 for a Small Business Services Grant is deleted. **This change is retroactive to the Grant Effective Date.**

4. **Section IV. Grant Term and Periods of Performance**
The Grant term and Periods of Performance are revised. The text in the first paragraph of Section IV. is deleted and replaced with the following text:

*The term of this Agreement shall commence on the Effective Date and continue through September 30, 2026 (**"Grant Term"** or **"Term"**). There are two Performance Periods during this Term. The first Performance Period begins on the Effective Date and ends on September 30, 2025. The second Performance Period begins on October 1, 2025, and ends on September 30, 2026.*

5. **Section III. Grant Award** is amended to add a new subsection B. to read as follows:

*B. The Grant Award is amended to authorize a budget for Grant services to be provided during the Performance Period that begins October 1, 2025, and ends on September 30, 2026. (**"FY 2026 or FY 26"**). Total Grant authority in FY 26 shall not exceed **One Million Five Hundred Seventy-Six Dollars and No Cents [$1,576,000.]**.*

The FY 2026 Grant funding is allocated as follows:

Sources and Uses of Funds:

Public Service ("PS") [CDBG EN]	*$ 125,179.*
Non-Public Service ("NPS") [CDBG EN]	*$ 450,131.*
NRSAs Ward 7 and Ward 8 [CDBG EN]	*$1,000,690.*
TOTAL CDBG [EN]	*$1,576,000.*
TOTAL AWARD [All Sources]	*$1,576,000.*

Notwithstanding the designated source of funds, the Grantor reserves the right to provide funding from another source(s). In all cases, applicable Federal and District laws and regulations shall apply regardless of the source.

The FY 26 funds will be used to fund a range of services which HUD has defined as (insert one of the following)

- ***Housing Counseling Services: Public Services and Non-Public Services provided by a HUD Approved Counseling Agency ("HCA").***

The specific Grant activities are described in ***Exhibit B*** *attached hereto, which includes:*
(a) the Statement of Work,
(b) The Grantor approved Workplan

(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as ***Exhibit C****. and incorporated herein. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.*

6. The Parties agree that this Modification does not otherwise affect or impair their obligations under the Grant Agreement, and all terms, conditions and obligations of the Grant Agreement, not amended herein, shall continue in full force and effect as prescribed in the Grant Agreement.

7. This Modification shall be binding upon and inure to the benefit of the Parties to this Agreement and to their successors and assigns and continue so long as the Grant Agreement is effective.

8. Grantor and Grantee agree that if any of the terms and conditions contained herein shall contradict any of the terms and conditions in the Grant Agreement, the terms and conditions contained herein shall prevail.

IN WITNESS WHEREOF, the Parties have executed this Modification by and through their duly constituted and authorized officers and agents on the day and year first hereinabove written.

[Signature pages follow]

GRANTOR SIGNATURE PAGE

DISTRICT OF COLUMBIA, a municipal corporation acting by and through the Department of Housing and Community Development

By: _____
Colleen Green
Director

10/9/2025
Date

Legal Review:

By: Julia H Wiley
Office of the General Counsel
Department of Housing
and Community Development

Date: 10/7/25

DHCD Contract No. 2025-12
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

GRANTEE SIGNATURE PAGE

UNIVERSITY LEGAL SERVICES INC.
a District of Columbia nonprofit corporation

By: Jane Brown
Jane M. Brown , Esq.
Executive Director

10/10/25
Date

DHCD Contract No. 2025-12
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT A

FY 2025 Grant Agreement

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director		3/17/25
2. Chris Earley, Deputy Director	for CG	3/14/25
3. Julia Wiley, General Counsel	JW	3/14/25
4. Bill Winston, Associate Director of Community Services	JWLW	3/13/25
5. Ernest Merchant, Program Analyst	EM	3/13/25
6.		

SUBJECT:

Director's Comments:

Action

APPROVAL	CIRCULATE	CORRECTION	FILE	FYI	INVITATION	MEETING	SIGNATURE
☒	☐	☐	☐	☐	☐	☐	☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- University Legal Services, Inc.- NBAP FY25 Housing Services $1,047,859.90 Grant 2025-12

Originating Office

FROM:E. Merchant	TELEPHONE NUMBER:
DATE:3/13/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE: OFFICE OF THE DIRECTO MAR 17 '25 PM2:40

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

MAR 17 2025

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Ernest Merchant
Program Analyst

Date: March 13, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**University Legal Services**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$1,047,859.90**
ATTACHMENTS:	**FY25 Grant Agreement #2025-12** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

DISTRICT OF COLUMBIA.

COMMUNITY SERVICES
HOUSING COUNSELING SERVICES

GRANT AGREEMENT

BY AND BETWEEN
THE DISTRICT OF COLUMBIA
AND

UNIVERSITY LEGAL SERVICES INC.

This Grant Agreement ("Grant" or "Agreement"), is made effective as of March 14, 2025, ("Effective Date"), by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the D.C. Department of Housing and Community Development (hereinafter referred to as "Department," "DHCD" or "Grantor") and University Legals Servcies, a District of Columbia non-profit corporation Grantee [DUNS No. Unique Entity Identifier (UEI) NUHRJ8ZMKLN8] (hereinafter referred to as "Grantee") with its principal place of business at 220 I St NE Ste 130 Washington DC 20002. Grantor and Grantee shall be collectively referred to herein as the "Parties."

RECITALS

1. The Department with offices at 1909 Martin Luther King Jr Avenue SE, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975, D.C. Official Code§ 6-1001 *et seq.*, and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Department is authorized to fund community based non-profit organizations that provide housing counseling services for low- and moderate-income persons.

3. On June 7, 2024, the Department published a Notice of Funding Availability ("NOFA") in the D.C. Register, which announced the forthcoming issuance of the Fiscal Year

("FY") 2025 Request for Applications ("RFA") for the Neighborhood-Based Activities Housing Counseling Services Program ("HCSP"). The RFA was issued on June 21, 2024, that solicited applicants to provide services to District of Columbia ("District") residents as a part of the Department's HCSP. HCSP includes Public Services ("PS"), and Non-Public Services ("NPS") as defined in Section I herein. U.S. Department of Housing and Urban Development ("HUD") approved counseling agencies employing one or more certified HUD counselors are eligible to provide both PS and NPS services, while organizations which do not have HUD approval status may provide PS services only. The RFA included an opportunity for applicants to provide one or more of seventeen (17) services listed in the RFA. These services include HUD-approved counseling in keeping with 24 CFR 5.100 and related Federal regulations (in 2 CFR Part 200, and 24 CFR Part 214) as well as services related to local DC programs which are administered by the Department. The RFA and the requirements set forth therein are also incorporated by reference herein.

4. The Grantee's RFA application demonstrates that its organization possesses project management, and organizational and administrative capacity to successfully perform as a nonprofit grant subrecipient under the Department's HCSP, and accordingly DHCD has determined to award a grant to the Grantee in FY 2025 ("25" or "2025").

5. The Grantor proposes to fund HCSP grant activities in FY 2025 from its allocation of Community Development Block Grant ("CDBG") funds authorized by Title I of the U.S. Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), 24 CFR Part 570.

6. As a condition precedent to disbursement of the Grant proceeds to Grantee for the sole and exclusive purposes described in Exhibit A (which includes the "Statement of Work" and the approved "Workplan", both attached hereto and made a part hereof), the Department requires that Grantee enter into this Agreement setting forth the terms and conditions of the Grant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are hereby incorporated by reference and made a part hereof.

Section I. Definitions.

A. As used herein, the following terms shall have the meanings indicated:

a) **Fiscal Year**: All references to Fiscal Year(s) ("FY") herein refer to the District Government fiscal year which is October 1st to September 30th
b) **Neighborhood Revitalization Strategy Area** ("NRSA") refers to the HUD approved areas of Wards 7 and 8 which have been designated as strategic areas for revitalization. Services to Ward 7 and Ward 8 regardless of whether Public Service or Non-Public Service, attributed to the NRSA.
c) **Non-Public Services** refers to 24 CFR 5.100 counseling services provided to clients in connection with the purchase of a specific home. All other 24 CFR 5.100 counseling is Public Service.
d) **Public Services** refers to all other services and may include group training and/or one on one counseling.
e) **Performance Periods**: The Performance Period is defined as the start date and end date for which Grant funds are awarded to execute an approved Workplan and Statement of Work in keeping with the RFA for FY 2025. (See Section IV below.)

Section II. Exhibits.

The Exhibits listed below and the terms and conditions of the same are incorporated herein and made a part of this Agreement.

A. Services to be Provided
- Statement of Work
- Section 3 from the FY 25 RFA: Services
- Workplan as approved by the Grantor

B. Budget
- Schedules A (3-1) and A (3-2) for the First Performance Period

C. Required Reporting Forms
- Monthly Performance Report on group trainings/orientations/workshops and one on one counseling (in connection with the Statement of Work and Workplan), as well as reports on DHCD certificates issued, outreach and marketing activities, and upcoming group trainings.
- Quarterly Beneficiary Data and Demographics for each of the following (a) PS, (b) NPS, and (c) NRSA activities.
- Quarterly Language Access Report (Optional)

- Quarterly Banking Report (as applicable)
- Quarterly Procurement Report (as applicable)
- Quarterly Submission of Minutes of Board of Directors Meetings

D Method to determine Client Eligibility for Services
E Budget Modification Form
F Drug Free Workplace Certification
G Service Area Eligibility
H Insurance Requirements
I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Section III. Grant Award

A. The Department shall make a Grant of the District's CDBG Entitlement Grant Federal Award No: B-24-MC-11-0001 ("CDBG Federal Award") to Grantee in an amount not to exceed One Million Forty-Seven Thousand Eight Hundred Fifty Nine Dollars and Ninety Cents ($1,047,859.90) (the "Grant") and is allocated as follows:

Sources and Uses of Funds:

Public Service ("PS") [CDBG EN]	$ 96,459.90
Non-Public Service ("NPS") [CDBG EN]	$ 281,400.00
NRSAs Ward 7 and Ward 8 [CDBG EN]	$ 670,000.00
TOTAL CDBG [EN]	$1,047,859.90

Notwithstanding the source of funds designated above, the Grantor reserves the right to provide funding from another source(s). In all instances, applicable Federal and District laws and regulations shall apply regardless of the funding source. The Grant award shall be used to fund a range of services which HUD has defined as Housing Counseling Services: Public Services and Non-Public Services by a HUD Approved Counseling Agency ("HCA").

The specific Grant activities are described in Exhibit A (attached hereto) which includes
(a) the Statement of Work,
(b) Lines of Services - Section 3.2 of the Request for Applications (RFA), and
(c) The approved Workplan

(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

C. The Grant services will benefit low-and-moderate income persons living in the District of Columbia. In keeping with recent Presidential Executive Orders, Grantees should only use grant funds for US citizens and should maintain such documentation to prove citizenship.[45]

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as Exhibit B. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.

D. The Catalog of Federal Domestic Assistance ("CFDA") number is 14.218.

E. The Uniform Administrative Requirements for Federal Grants are applicable to this grant award and are available online at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1. Also, the Grantee must comply with the Community Development Block Grants regulations 24 CFR part 570 that govern this award and other related HUD regulations, which are incorporated herein by reference.

Section IV. Grant Term and Periods of Performance

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2025. During this term, there are two Performance Periods. The First Performance Period is the Effective Date to September 30, 2025. The Second Performance Period is October 1, 2025, to December 31, 2025.

Funding for each Performance Period is in the sole discretion of the Grantor and requires meeting all due diligence requirements prior to award.

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[45] Examples of such document may include copies of unexpired state issued Real ID identification or driver's license, unexpired US passport or US passport card, active duty Military ID, current Green Card or Naturalization documents with state issued photographic identification.

The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of Grant funds or other Grant assets.

Section V. Statement of Work/CDBG Eligible Activities/Eligible Costs/Business Operations

A. CDBG Eligible Activities

1. Grantee shall use the CDBG Grant proceeds solely to fund Grantor-approved service activities that are intended to provide services and empower low- and moderate- income persons in the District of Columbia to make informed housing choices and achieve their housing goals, whether it's finding affordable rental housing, purchasing a home or obtaining financial assistance for critical home repairs.

The best way to provide this critical information to a client in order to assist them in their decision-making process is to adhere to 24 CFR 5.100[46] [in which a HUD certified counselor conducts (1) intake (2) financial and housing affordability analysis with affordability calculation (3) an action plan and (4) follow-up counseling to implement the action plan and achieve its stated goals].

The Grant services to be provided are described in Exhibit A. This description includes the major tasks, activities and project deliverables to be provided under this Grant. The Grantor reserves the right to alter or change the District of Columbia program requirements including eligibility, services provided, service methodology, service delivery and program goals during the performance period.

The proposed Grant activities are CDBG eligible activities pursuant to 24 CFR 570.201(e).

2. Grantee shall sponsor outreach events that inform the community about the Grant activities and participate in other community events as requested by Grantor.

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[46] 24 CRF 5.100: "Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling."

3. The Grantee must retain records which demonstrate that each activity funded under this Grant is CDBG eligible and document the amount of CDBG funds expended for each activity. This includes the activity itself, the outcomes, and the records concerning beneficiaries in keeping with subsection (B)(2) below receiving services. Any authorizations needed together with beneficiary statistical information should be obtained by the Grantee during intake or registration. HUD does not grant exceptions or authorize the District to make exceptions to this requirement.

B. CDBG National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention of slums or blight; 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. The Grantee certifies that the CDBG-assisted activities to be carried out under this Agreement will meet the National Objective of primarily benefiting low- and moderate-income persons (limited clientele activities) in accordance with Federal and District Requirements. The minimum threshold requires that at least 51% of the households served with CDBG funding must be low- and moderate-income households; provided however, that a Grantee whose application claimed additional scoring points for agreeing to provide Grant services to more than 51% low- and moderate-income beneficiaries, must adhere to the percentage they elected in their application.[47]

In accordance with the Grantee's election in their Application for a grant award and for receiving additional points in scoring, the Grantee has agreed to exceed the minimum requirement and to serve at least 90% low- and moderate-income beneficiaries.

Note: This percentage cannot be decreased as it was used for scoring in a competitive round of funding.

4. The Grantee shall disclose to any client that services are provided free of charge by a Grant funded by DHCD using Federal funds and therefore the Grantee has certain reporting

[47] In responding to the RFA published June 21, 2024, applicants were given the opportunity to receive additional points in scoring for committing to exceed the CDBG minimum threshold to either a 75% minimum or a 90% minimum.

requirements in order to provide the Grant services free of charge. The Grantee shall use appropriate forms to obtain a client authorization, as required, to comply with the terms of this Agreement and to meet HUD reporting requirements,

C. Staffing

Where HUD requires services are to be provided by a Certified HUD Housing Counselor, the Grantee shall comply with that requirement and not permit services reserved to HUD certified counselors to be provided by others.

To the extent applicable, Grantee agrees to secure the services of qualified personnel that are licensed and bonded in the District of Columbia to perform the CDBG Federal Award activities and services listed in Exhibit A.

Any changes in personnel or their general Grant responsibilities as set forth in Exhibit A are subject to the prior written approval of DHCD. In this regard, it is essential that the Grantee immediately report terminations and proposed new hires to the Grantor.

D. Business Operations

1. Grantee shall observe business hours of operation onsite in their service location(s) that align with District Government hours of operation specifically Monday through Friday 9:00 am to 4:30 pm (DC holidays excepted)[48] and shall ensure that sufficient staff are on site at Grantee's place of business to carry out Grant services.

2. During the hours of operations, Grantee shall have live answered telephones for incoming calls. If the Grantee's phone system utilizes an auto-attendant function or voicemail, announced option to the caller must include an option to press a certain key (such as "0" for an Operator) to be connected to a staff person in real time who can answer and field questions, redirect a caller to a staff person who can address a caller's inquiries, or provide registration information. DHCD and other DC agencies such as the Office of the Attorney General may check Grantee's compliance with this requirement from time-to-time.

[48] DC Holidays include New Year's Day, Dr. Martin Luther King, Jr. Holiday, Washington's Birthday, DC Emancipation Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Day.

E. Grantee may offer clients virtual appointments as well as virtual group informational or educational activities, but Grantee shall also provide clients an option for in-person services (including both in-person one on one appointments as well as some in-person group informational or educational activities.) The Grantee shall not refuse in-person services to DC residents.

F. Housing Resource Center (HRC) and Late Night Hours: As required by the RFA, "Applicants selected for the award shall participate (in a regular rotation) in staffing onsite at the Department's Housing Resource Center (HRC). The HRC provides services to DC residents by appointment and walk-ins." The HRC is located in the Grantor's offices at 1909 Martin Luther King Jr Av SE. The HRC coordinator, in conjunction with the Associate Director for Community Services, will develop a schedule in consultation with Grant subrecipients for staffing the HRC on a rotating basis on weekdays.

RFA applicants were awarded additional points in their score by committing to "Extended Office Hours." The options included providing office hours until 7:00 pm at least one (1) day a week in their office location and/or until 7:00 pm at least two (2) days a month in the HRC.

In accordance with the Grantee's selection in their Application for grant award and funding, the Grantee has committed to serve Extended Office Hours Extended Office Hours until 7:00 pm one (1) day a week in their office and one (1) day in the HRC.

Section VI. Disbursement/Required Support Documentation

A. Reasonable, Allowable, Necessary, Allocable

1. Grantee may request reimbursement for actual expenses incurred to provide services and as described in the Grant Budget (A 3-1 and A 3-2). Requests must meet all four criteria: reasonable, necessary, allowable, and allocable. (2 CFR 200.305)
   a. ***Allowable costs.*** Reimbursements are limited to the expenses directly related to activities supported by the grant activities and are subject to the regulations of the Federal and District Governments. Expenses related to activities should be necessary, reasonable, allowable and allocable.
   b. ***Limitations on allowable costs.*** A grantee may not use an indirect cost rate to determine allowable costs under its grant.
   c. **Some *Unallowable costs.*** Expenses that are not allowable include (but are not limited to) sales tax, late fees, debts, tips & gratuities, food, alcohol, controlled substances, cash reserves or investments, money given to individuals (including

donations, grants or loans), contributions to organizations, costs of fundraising, fund development, grant writing, advocacy, lobbying, and purchase of goods or services for personal use or benefit.

2. In addition, Grantee must demonstrate to the reasonable satisfaction of the Grantor that Grant performance milestones have been achieved. All requests for payment of eligible expenses shall be associated with the budget line items specified in Exhibit B (Budget Schedule A (3-1), estimated cost invoices and satisfactory Grant performance.

3. Grantees may not be reimbursed for expenses paid through Cash app or other similar peer-to-peer payment platforms, since such platforms create issues for recordkeeping, auditability, and compliance with grant regulations.

4. The Grantee shall not supplant funds or seek reimbursement for expenses that may be reimbursed by another grant (Federal, District, or private) either prior to or subsequent to reimbursement by the Grantor.

5. The Grantee must have the capacity for bookkeeping and accounting services required to track Grant expenses and create payment requests in keeping with Federal and District requirements, either on staff or by a third-party contractor.

6. The Grantee shall create and submit payment requests in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the Grantee to create and submit invoices by selecting the applicable purchase order number which is listed on the Grantee's profile.

7. All Grantees must be registered in the portal prior to invoice submission. The vendor portal website is **https://cfo.dc.gov./supplier_portal**. Please log onto the portal for further details and instructions. Questions can be submitted to **suppliers@dc.gov**.

B. Form of Submission of Payment Requests

1. The cover sheet to the reimbursement package must be the 30A Form of the Department [RCSD DHCD 306A Revised October 2024]. No other cover sheet is needed. This form should contain the Purchase Order Number, the IDIS Number, and the Partial Payment Number in accordance with Department's guidelines.

Payments requests are contingent upon certification by the Grantee in the following form as contained on the 306A (RCSD DHCD 306A Revised October 2024). The Certification is to be made by the chief executive officer, or the chief financial officer or the chief operations officer if the Governing Board has authorized this officer to act on behalf of the board to sign.

"I certify that all items, quantities and prices of work and material shown in the requisition are correct to the best of my knowledge and belief. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information , or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812." (2 CFR 200.415)

2. Page 2 and Page 3 shall be the Reimbursement Request A 3-1 and A 3-2.

3. Page 4 shall be the Invoice Cover Sheet with:
   a. A unique identifier (e.g. a row number or brief alphanumeric code) shall be assigned by the Grantee to non-personnel invoices and with the same unique identifier marked on each and every supporting document (e.g. receipt, proof of payment, cancelled checks, contracts, scopes of works, services rendered, vendor statement or document, Grantee's notes) submitted. The unique identifier shall be listed on the invoice cover sheet.
   b. Vendor's name
   c. Remittance address
   d. Invoice number
   e. Invoice date
   f. Contract number (also known as Grant Number)
   g. Purchase order number (if any)
   h. Invoice Amount
   i. The Amount which the Grantee is requesting reimbursement
   j. Quantity of goods/services delivered. Deliverables. Shipping and payment terms
   k. Other substantiating documentation that justifies and supports the payment request.

4. Page 4 and subsequent pages as needed shall include the supporting documents for the reimbursement request including signed timesheets, payroll reports, invoices from vendors marked as described above. (See Section E below.)

C. HUD Related Requirements

1. Federal regulations require that reimbursement under the Grant is tied to (a) beneficiary data reporting and (b) program performance. Failure to meet reporting deadlines for performance and/or beneficiary service data will suspend temporarily the processing of Grantee payment requests. Staff unavailability does not waive the requirement to meet reporting deadlines, and Grantee shall ensure that adequate staff are trained or cross-trained to prepare and submit reports timely.

2. The Grantee should be aware that HUD maintains an *Integrated Disbursement and Information System* ("IDIS"), a database in which the Grantor must make reports during the performance period on each Grantee's account. HUD flags subrecipient accounts when reporting is not provided by a deadline. Such a flag shall constitute a default. Multiple flags or failure to meet the conditions for HUD to remove a flag may result in suspension or termination in keeping with Section XII (C) of this Agreement.

D. Schedule for Submission of Reimbursement Requests

1. Requests for reimbursement shall be submitted in a timely manner by the date due. Failure to meet a deadline shall constitute a default.

2. On the 10th day of each month, the Reimbursement Request shall be for the prior month; provided however, the September reimbursement request must be submitted earlier in October on the date specified by the Office of the Chief Financial Officer of the District of Columbia, which is usually between the 5th and 7th day of October. *(Grantee may wish to use other funding sources for the late September payroll to facilitate meeting the deadlines.)*

3. In order to close-out the grant by September 30th, the October request should be the only request submitted in September.

4. The monthly schedule for submission is as follows:

Month	Due Date
March	April 10th
April	May 10th
May	June 10th
June	July 10th
July	August 10th
August	September 10th
September	October 5th or 7th as specified by the DC CFO
October	November 10th
November	December 10th
December	January 10th
January	February10th
February	March 10th

5. As applicable, expenses incurred pursuant to a project commitment in IDIS that has been approved by the Grantor and are otherwise eligible for reimbursement at the Grantor's sole discretion, may be reimbursed, regardless of when those expenses were incurred.

E. Source Documentation

1. All costs and obligations incurred under this Grant Agreement must be supported by source documentation (e.g. invoices, receipts, contracts, canceled checks, etc.). Documentation may also include approved time distribution sheets and certified payroll reports for employees and contracts.

2. The Grantee must satisfy all documentary requirements to the reasonable satisfaction of the Grantor prior to the disbursement of Grant funds.

F. Requirements Applicable to Disbursed Funds/No Escrow

1. Grantee shall not escrow Grant funds. However, nothing shall prohibit the Grantee from supplementing funding for these activities from other sources including other grants, funders or donors.

2. Any cash advances disbursed pursuant to this Agreement must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate

cash requirements of the Grantee in carrying out the purpose of the Grant. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct Grant program or project costs and the proportionate share of any allowable indirect costs.

3. If at any time it is determined that more Grant funds are disbursed to Grantee than what was required by the Grantee's immediate disbursement needs, Grantee shall immediately return to Grantor the excess funds.

4. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations or fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee.

G. The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect cost rate, as further described in Section (C)(4) and Section (C)(5) (Reporting Requirements) below.

H. In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant proceeds within three (3) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant proceeds, unless another date shall be agreed to be the parties in writing. The Grantor reserves the right to recover such losses by any legal remedy available.

Section VII. Budget Modifications

A. Any amendments to the budget (change in the amounts specified in the individual cost categories set forth in Exhibit B). may be approved by the Grant Administrator, so long as the total amount of the budget is not exceeded.

B. Any increase in the total Grant amount must be approved by the Director of the Department. If the change is made at the request of the Grantee, the request shall be in writing dated and shall be submitted on a Budget Modification Form, attached hereto as Exhibit E.

1. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and dated using the appropriate excel format or the appropriate online portal if available.

2. The Grantee shall make modification requests by June 1st, to allow sufficient time for processing prior to the start of the fourth quarter of the fiscal year. No more than two modifications may be required in the performance period. Requests for modification to the budget shall not be approved after June 1, 2025, except for extenuating circumstances specified in writing, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion.

3. The Department will not approve reprogramming of personnel funds for positions not filled in compliance with this Agreement and Grantee's personnel policies submitted to Grantor. If at any time DHCD requires a more detailed budget breakdown than the one contained herein, the Grantee shall provide such supplemental budget information in a timely fashion and in the form and content prescribed by DHCD.

Section VIII. Conditions Precedent to Grant Closing and Grant Disbursement

Grant closing shall mean the date on which Grantee has satisfied all conditions precedent to execution to the satisfaction of the Grantor, at which time both parties have executed and delivered the Grant Agreement. No Grant proceeds shall be disbursed prior to Grant closing.

The following conditions must be met prior to Grant closing:

A. Eligibility Determination. Determination by the Grantor that Grantee's proposed Grant activities meet eligibility and national objective requirements specified by the CDBG Program regulations at 24 CFR §§ 570.200 through 570.209. Grantor has determined that the proposed Grant activities are eligible for CDBG Program funding pursuant to 24 CFR 570.201(e) (provide housing counseling services to low- to moderate-income households).

B. Environmental Clearance. Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historic preservation reviews, and HUD has issued an approval of the release of funds.

C. Due Diligence Submissions. The following items must be delivered to DHCD for approval prior to Grant execution and Grant closing:

1. Articles of Incorporation, organizational by-laws and certification of nonprofit status.
2. Board/Corporate Resolution, memorializing
   a. the Grantee's intent to enter into this Agreement
   b. identifying the total Grant amount of the award
   c. identifying the Grant Number
   d. identifying the funding source(s) of the award, and
   e. identifying the authorized person by name and title who is authorized to sign on behalf of the corporation to enter into this Agreement.
3. Certificate of Good Standing
   a. issued by the DC Department of Licensing and Consumer Protection (DLCP)
   b. certified within 6 months of the Effective Date of this Agreement.
4. Certificate of Clean Hands
   a. issued by the DC Office of Tax and Revenue (OTR)
   b. certified within 90 days of this Agreement.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia to carry out the Grant activities.
6. Evidence that Grantee has obtained insurance, as provided in Exhibit H. If the renewal period for any insurance requirement occurs during the Grant performance period, the Grantee is required to submit to the Grantor evidence (Certificate Of Insurance) of insurance renewal to cover the remaining Grant performance period.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Effective Date.
8. An Affirmative Action Plan ("AAP") must be submitted by the Grantee for review and approval by the District prior to Grant execution and the disbursement of any Grant proceeds. The AAP shall be in a form to be determined by the District and must detail the Grantee's efforts to comply with the District's goals for achieving equal employment in District government contracts and set forth specific standards for the utilization of minorities in all job categories, as required by Mayor's Order 85-85 and District law.
9. Drug-free Workplace Certification (Exhibit F).
10. Debarment affidavit and verification confirming that Grantee is not debarred or suspended or otherwise excluded from or ineligible for participation in federal or District assistance programs under Executive Order 12549 or District law.

D. Opinion of Counsel. Grantee shall submit a written opinion of the Grantee's attorney, which states that the attorney has read the Grant documents and that the Grantee:

- Is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary.
- Has the full authority and legal right to carry out the terms of this Grant Agreement and all documentation required hereunder to be executed by Grantee; and
- Has taken all actions to authorize the execution, delivery and performance of this Grant Agreement and any documents required to be executed in connection with the Grant according to their respective terms

The Opinion shall further state that none of the aforesaid actions, undertakings or agreements violate any restriction, term, condition or provision of the Grantee's organizational documents or any contract or agreement to which Grantee is a party or by which it is bound. The Opinion must identify the Grant Agreement by name and Grant number, and the counsel must specifically identify the documents upon which the Opinion is based.

E. Current on District Obligations. Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant, including all local taxes and charges affecting Grantee's business.

F. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Proceeds, including, but not limited to the Council of the District of Columbia and the Chief Financial Officer of the District of Columbia.

G. Clearance Approval issued by the DHCD Office of Program Monitoring.

Section IX. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. The Grantee shall cure all report deficiencies identified by the Department and resubmit for approval by the Grantor within 14 calendar days of the notification. The requirements of monthly and quarterly reports [VII.(A) and (B) are in Exhibit C.]

A. Monthly Reporting

Monthly Performance Reporting. The Grantee shall use the online reporting portal provided by the Grantor and shall provide a complete performance report by the 10th day of each month reporting on Grant activities, accomplishments and performance of the prior month. Failure to submit the report by the tenth day of the month following the end of each

month shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

B. Quarterly Reporting

On the 10th day of January, April, July, and October, the following quarterly reports for the previous three months shall be due and provided by the Grantee in the form and method required by Grantor:

1. Quarterly Report on **Beneficiary Data and Demographics** (separate reports for PS, NPS and NRSA).

2. **Banking Report** (as applicable)

3. **Non-expendable Equipment Inventory Report** (as applicable) (the purchase or lease of non-expandable equipment). The purchase of all computer equipment must have prior approval from the Department.

4. **Procurement Report** (as applicable).

5. Copies of the **Minutes of the Board of Directors** meetings, which took place during the previous quarter; and

6. **Language Access Report** (optional) - If services are provided in languages other than English, we encourage a language access report to be made.

Failure to submit any or all Quarterly Reports by the tenth day of the month following the end of a quarter shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

C. Additional Report Requirements

The following reports are due to the Department within the timeframes indicated below. If these documents were previously submitted, they must be updated and resubmitted.

1. Fringe Benefits Report

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects funded from the proceeds of this Grant shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefits rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the change. The report shall be submitted to DHCD within fifteen (15) days of Grant execution.

The fringe benefits rate for any personnel costs funded by this Grant shall not exceed 20% of the base salary rate indicated in Schedule A Form A (3-2) of the budget (Exhibit B).

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to the date of the Offer Letter.

All personnel costs approved under this Grant Agreement must be filled within ninety (90) days of Grant execution or within ninety (90) days of the vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than ninety (90) days, whether intermittent or consecutive, at any time during the Grant period may result in the loss of funds for the position.

Grantee must submit transcripts of training or continuing education for individual staff and counselors to the Grantor.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with CDBG funds, in accordance with the requirements specified in 2 CFR Part 200 (Exhibit D). The property inventory list must include, at a minimum, a short

description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

a. The Grantee shall submit a budget and Cost Allocation Plan showing its direct and indirect costs and the allocation of such costs to the Grantee's activities, including the administration of the activities and services provided under this Agreement. The plan must show all allowable and unallowable costs and how such costs are included in the direct and indirect costs in accordance with 2 CFR Part 200.

b. A current Cost Allocation Plan must be submitted no later than thirty (30) days following Grant execution.

c. The Cost Allocation Plan must include all sources of funding for the Grantee, including this, Grant and to which program/cost centers each source has been applied using the Grantee's chart of accounts (referencing individual budgetary line items).

The Grantee must provide:

i. the total amount of funding from each funding source,
ii. the total staff employed by the Grantee, regardless of funding source, staff allocation per grant/program and the estimated percentage of time spent per grant program.

d. As required by HUD, the Cost Allocation Plan is subject to approval by the Grantor. The Grantee shall cure any defects or omissions in the Cost Allocation Plan within 60 calendar days of the notice to cure.

e. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. The waiver request must detail the reasons for the waiver request and include a copy of the relevant audited financial statements.

f. Claims for reimbursement of documented Grant expenses shall comply with 2 CFR Part 200 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.

5. Indirect Cost Rates

a. Grantees may request reimbursement for indirect costs based on their Cost Allocation Plan. The Cost of Allocation Plan must be reviewed and approved by the Grantor. The Grantee is required to keep records of the expenses charged to the Indirect Cost Rate for monitoring and close-out.

Grantees with Indirect Cost Rates are required to use their indirect cost rate. Grantees with provisional rates must demonstrate the rate is not expired or that it is currently used by a Federal Agency in awarding Federal funds to the Grantee during the current Fiscal Year. Other Grantees may use the Federal *de minimis rate* of 15%. In either case (*De Minimis rate* or Federally Approved rate), Grantee shall maintain records (available during monitoring, or close-out or upon request) indicating which costs in the cost allocation plan and the dollar amount have been attributed to the Indirect Cost.)

Indirect cost rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with supporting documentation. DHCD will not make adjustments to indirect cost rates after June 1st.

The Grantor does not issue or award Indirect Cost Rates.

Grantees who wish to obtain a Federally authorized Indirect Cost Rate are encouraged to contact the "Cognizant Agency" which is the US Department of Health and Human Services.

b. For all personnel costs funded under this Agreement, Grantee must maintain documentation for use of indirect cost funding and provide the same when requested for verification of expenditures in keeping with the approved cost allocation plan, including, but not limited to cancelled checks, employee signed and supervisory approved employee time sheets, invoices and bank records.

c. Expenses charged to an indirect cost rate must be accompanied by and cross-referenced to and reconciled with an independent audited financial statement, which accounts for all (grant funded and non-grant funded) activities by the Grantee during the fiscal year in which the indirect cost rate is based.

6. Organizational Audit

Grantee must submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year.

Note to All Grantees: All Grantees must ensure their financial records are available for review or audit by appropriate officials of the Federal Government and the District Government.

7. Auditor's Management Letter.

Grantee shall submit an auditor's Management Letter to the Grantor at the time it submits the annual audit.

8. Procurement Policy. Accounting Policies and Procedures. and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution, the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of the Grant. These policies and procedures shall be in accordance with the requirements of 2 CFR Part 200. The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

If the Grantee has previously submitted these documents, and the documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a certified statement (the "Re-certification Letter") to the Grant Administrator indicating when the most current document was submitted to the District and certifying that no changes to these policies and procedures have since been made.

Intentionally Blank

D. Summary of Report Deliverables and Receipt Due Dates:

	Report	Receipt Due Date
1	Monthly Performance Report	No later than the 10th day of each month
2	Quarterly Beneficiary Data	No later than January 10th, April 10th, July 10th and October 10th – a separate report for each use: PS-NPS-NRSA
3	Language Access Report (Optional)	No later than January 10th, April 10th, July 10th and October 10th
4	Fringe Benefits Report	Within 15 days of Grant execution
5	New Hires/New Employees Information (Job Description & Resume) HUD certificate if certified counselor	10 Days prior to the Offer Letter of Employment being sent to the candidate
6	Notice of Vacant Position	Within 10 days following the vacancy
7	Non-expendable Equipment Report	Within 15 days of Grant execution and quarterly thereafter
8	Procurement Policies and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
9	Accounting Manual and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
10	Cost Allocation Plan (based on and tied to the most recent audit)	Within 30 days of Grant execution
12	Independent Financial Audit	Within 90 Days of the Close of the Grantee's Fiscal Year

	Report	Receipt Due Date
13	Single Audit Report (if applicable)	Within 30 Days of submission to the Federal Audit Clearinghouse
14	Auditor's Management Letter	Submitted with the submission of the Audit
15	Requests to revise Budgets and/or Workplans	Prior to the 1st day of June
16	Grantee's Close-Out Report (Section XV.) Inventory Report & Annual Report	Within 90 Days of the end of the Term of the Grant.
17	HUD 9902	Within 30 Days of Submission to HUD
18	HUD Monitoring Report	Within 30 Days of Receipt from HUD monitor or the HUD intermediary monitor.

Section X. Accounting/Audit Requirements

A. Accounting System

1. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in Exhibit B.

2. Accounting records should be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.

3. Any funds provided to the Grantee or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest-bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

Grantee shall submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year, contingent on the following:

1. Grantees receiving an aggregate of $1,000,000 or more from all funders in Federal funds must in accordance with Federal regulations obtain an independent audit (Single Audit Act of 1984 , Single Audit Amendments Act of 1996, and 2 CFR Part 200). A standard audit may be supplied pending the completion and submission of the Single Audit.

2. Grantees:
   (a) Required to be audited by any State or political subdivision(s) thereof (whether by statute or regulation) or
   (b) Who conduct an audit to submit to any government or private funder, or foundation or corporate funder or
   (c) Whose governing body or senior management obtains an audit,

   shall be required to submit that audit to the Grantor upon receipt of the same.

If the Grantee is not audited in accordance with (1) and (2) above, the following shall apply:

3. A Grantee whose corporate entity receives or expends less than $999,999 as reported to the Internal Revenue Service in the 990 Tax Return without amendments, deletions or summarized details must file with the Grantor a financial report prepared by an independent Certified Public Accountant and certified by the same that contains:
   - income statement or Statement of Activities,
   - balance sheet or Statement of Financial Position,
   - statement of Functional Expenses by program or cost centers such statement to break out separately the Grantor's funding by Grantor's program(s) separately from all programs or cost centers used.
   - statement of cash flows, and
   - independent review and certification of the financial statements including a review of the management's financial internal controls.

   In addition, the nonprofit organization must file a biennial audit that covers both years within a biennial period. See 2 CFR Part 200, Subpart F.

4. The Grantee shall fully clear any deficiencies noted in the audit reports within sixty (60) days after receipt by the Grantee.

5. . Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default of this Grant and may result in the withholding of future payments and/or debarment from participation in future Grants.

Section XI. Grant Administration

The Grant Administrator is:

William Winston
Associate Director for Community Services
DC Department of Housing and Community Development
1909 Martin Luther King Avenue SE, Room 304
Washington, D.C. 20020.

The telephone number is (771) 208-9628. All concerns regarding the technical implementation and interpretation of this Grant are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line-item changes and terms) where there is no dollar increase.

Section XII. Repayment of Grant Funds/Grant Performance Monitoring Default and Remedies

A. HUD Monitoring

The Grantee is subject to monitoring by HUD and agrees to provide all required information, data, records, files including client files, case notes, correspondence and emails, reports, beneficiary data, performance data, financial records, supporting documentation, to satisfy HUD monitoring. Notwithstanding the date of a finding by HUD, should HUD make a finding, the Grantee shall be responsible to cure the defect, and should HUD require repayment of Grant funds for any reason to the Federal Government, the Grantee shall be responsible for repayment in the amount specified by HUD. Repayment shall be made to the District of Columbia and by the District to the Federal authority in satisfaction of the HUD requirement. HUD monitoring is not confined to the performance period but extends through the record retention period provided in Section XV.

B. Grant Performance Evaluation

1. DHCD will monitor the performance of the Grantee to ensure that the goals and performance standards stated in the Statement of Work and Work Plan and RFA are being achieved according to schedule and within budget.

2. All records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. Grantee shall make timely submission of all information and/or records requested by DHCD or HUD to assess performance under the Agreement.

C. Suspension or Termination of Grant Assistance

1. In accordance 2 CFR 200.340 and 200.341 and 200.343, suspension or termination of CDBG Grant assistance may occur according to the Default provision in subsection D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner.

2. If Grantee fails to correct the substandard performance within thirty (30) days after receiving written notice from DHCD, suspension or termination of this Agreement will be initiated.

3. In accordance with 2 CFR 200.340(a), suspension or termination of Grant assistance may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

Subject to any applicable notice requirement and right to cure, the occurrence of any of the following shall constitute an event of default:

1. Failure to comply with any of the CDBG Program rules, regulations or provisions referred to in this Agreement, or such other Federal or District statutes, regulations, executive orders, District of Columbia mayoral orders, HUD rulings, policies or directives applicable to this Grant:

2. Failure to comply with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement.
3. Substandard performance by the Grantee or any of its agents under this Agreement, as determined in the sole and reasonable discretion of DHCD; or
4. Improper use of funds provided under this Agreement.

A determination of default shall be made in the sole and reasonable discretion of DHCD.

E. Remedies for Default

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of a written notice to the Grantee, Grantor may take one or more of the following actions, as determined in its sole discretion:

1. Terminate and suspend further disbursement of any remaining Grant assistance.
2. Disallow all or part of the cost of the activity or action that is not in compliance with this Agreement.
3. Wholly or partially suspend or terminate the current Grant award; or
4. Take other legal remedies that may be available.

F. Termination for Convenience

The Grant may be suspended or terminated on the basis of convenience as provided in 2 CFR 200.340(a).

G. Reversion to DHCD of Grant Assistance

1. Upon default by the Grantee under the terms of subsection D above, which has not been cured, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request the following:

i. Any Grant funds in its possession (whether or not committed),
ii. Any accounts receivable attributable to the use of Grant funds; and
iii. The portion of any income directly generated by (or the prorated proportion of) Grant funds for the activities described in this Agreement.

2. Upon final completion of the projects and activities for which CDBG funds have been provided by DHCD, expiration of the term of this Agreement, cancellation, or determination of this Agreement, the Grantee shall transfer any unspent, excess or surplus CDBG Grant funds, to include accounts receivable attributable to the use of the CDBG funds.

H. Grantor Non-Waiver

DHCD's delay or failure to act with respect to a breach by the Grantee does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section XIII. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, and 2 CFR Part 200, as deemed applicable by the Grantor. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Fund Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Organizational Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter arising from this Grant Agreement.

D. Cancellation Ceiling

In the event of cancellation of the Grant because of non-appropriation of funds for a specific fiscal year, there shall be a cancellation ceiling of zero dollars.

E. Anti-Deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, Grantor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code§ 47.105. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-Deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section XI. of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements.
2. Performing technical evaluations as required.
3. Interpreting the Statement of Work and other language in the Grant.
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with the District and other laws and regulations applicable to the Grant.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

Jane Brown
Executive Director
University Legal Services, Inc.
220 I Street, NE
Washington DC 20002
(202) 547-4747
jbrown@uls.org www.uls-dc.org

H. Misuse of Grant Funds

Any alleged fraud, waste, abuse or mismanagement of Grant funds shall be immediately reported to the Grantor and the District of Columbia Office of the Inspector General ("OIG"). The OIG may be reached at (202) 724-TIPS (8477) and (800) 521-1639 or at oig.dc.gov

I. Nonassignability

Grantee will not sell, assign, pledge or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

Section XIV. Insurance

A. The Grantee shall obtain at least the minimum insurance coverage set forth in this Section XIV. and Exhibit H prior to the Effective Date and keep such insurance in force, as may be applicable, throughout the Grant period of performance.

B. Fidelity Bond: The Grantee must procure Fidelity Bond coverage in an amount equivalent to the total Grant budget. Pursuant to 2 CFR Part 200, Fidelity Bond coverage is required to protect the District's interest in the dollar amount of the Grant. Should Grantee be unable to procure a Fidelity Bond, Grantee shall submit proof that it has obtained general liability insurance that covers internal employee criminal activity or directors' and officers' liability insurance.

Section XV. Records Retention/Access

A. Records Retention

The Grantee shall retain all records demonstrating compliance with CDBG requirements and that are pertinent to this Grant for no less than five (5) years from Close-out of this Grant Agreement, including any extension thereof made in accordance with Section XVI. [Option to Extend] and including but not limited to Close-Out in IDIS of any HUD requirements. See Exhibit 5.1 in this link: https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-5.pdf

B. Extension of Retention Period

Notwithstanding the foregoing retention requirement in paragraph A above, if any litigation, claim, HUD monitoring or audit is initiated before the expiration of the retention period, records shall be retained for a period of not less than four (4) additional years following completion of the actions and resolution of all proceedings (e.g. litigation, claim, HUD monitoring or audit) involving the records.

C. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility, progress and achievement toward program goals and secure such records in a manner subject to applicable privacy laws. Such data may include, but is not limited to, client name, address, income level, case notes, correspondence and a description of service(s) provided. The Grantee shall use software which is HUD compliant to maintain client records. The Grantee shall transmit client records and files in a manner that is compliant with HUD's Personally Identifiable Information (PII) requirements.

D. Access to Records

All Grantee books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Grant funds shall be made available to the Department, HUD, its designee, representatives of the Inspector General of the District of Columbia or the Office of the DC Auditor at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.

E. National Objectives

The Grantee agrees to maintain documentation that demonstrates that the activities carried out with CDBG funds provided under this Grant meet the CDBG national objective of benefiting low- and moderate-income persons, as defined in 24 CFR part 570.208.

F. Copyright

If this Agreement results in any copyrightable material or inventions, DHCD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Section XVI. Federal and District Public Policy Requirements

Grantee shall fully comply with the following Federal and District policy requirements, as deemed applicable by Grantor:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federal-assisted and federal conducted programs and activities .

C. The requirements of Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

D. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.-) and implementing regulations at 24 CFR I part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

E. The requirements of Executive Order 11246, as amended by Executive Orders 11375. 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

F. The Conflict of Interest provisions of Federal and District laws strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of Federal funds to comply with 2 CFR 200.317 to 200.327 and

any sections of Title of 24 the Code of Federal Regulations concerning CDBG funding which are more restrictive than the Uniform Guidance Code for use of CDBG funds. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within (fifteen) 15 business days of execution of the Grant Agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict-of-Interest declarations to be executed by each employee and board member.

G. The Hatch Act. Chapter 15 of Title V. United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

H. The National Environmental Policy Act or other legislation implemented by 24 CFR part 58.

I. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement as Exhibit F.

J. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991H FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.

2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any grant,

or the entering into any extension. continuation. renewal, amendment of modification of any grant.

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and

c. He or she will include the language of the certification in all sub- grant awards at any tier and require that all recipients of sub-grant awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this Grant imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure, as the applicable grant shall so provide.

K. The Americans with Disabilities Act of 1990 (ADA) - Notwithstanding anything contained herein to the contrary, during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

L. The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are applicable pertaining to economic opportunities for low and very low-income persons. 24 CFR part 135.

M. First Source Program - Contractors and subcontractors of a government-assisted Project totaling $300,000 or more must comply with the District's goals for the recruitment, referral and placement of District residents. See D.C. Law 5-93, as amended, D.C. Official Code§ 2-219.01 et seq.

Section XVII. Close-Out Provisions

Activities and tasks during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor, and determining the custodianship of records (which shall remain the responsibility of the Grantee unless a determination is made otherwise). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over District appropriated funds and the record retention period, whichever is longest. Grantee shall submit the following items within the time frames indicated in this Section after completion of Grant activities or expiration or termination of this Agreement.

1. All activities are eligible, were completed and met a national objective.
2. All grant funds were expended in full, or all remaining funds are to be returned to Grantor.
3. All reporting requirements were completed and submitted (except for the final report that is submitted during the closeout process).
4. Any special conditions were met; and
5. All deficiencies or corrective actions affecting the Grant were resolved.

A. Grant Close-Out Report

The Grantee shall submit to the Grantor a Grantee's Close-Out Report ("Report") within ninety (90) days after expiration of the Grant term, termination of the Grant, or final payment for activities under this Agreement, whichever occurs later. This Report, at a minimum, shall include a narrative of the Grantee's completed tasks based on the activities, performance measures and goals set forth in the Statement of Work. The Report shall be completed using a form provided by the Grantor. The Grantee shall provide any information or data Grantor requests for Close-Out. In the Grantor's sole discretion, the reporting provided during the term of this Agreement may be accepted in lieu of the Grantee's Close-Out Report if those reports contain all information required in this section.

B. Documentation of Expenses

Within ninety (90) days after the expiration of the Grant, the Grantee shall provide to Grantor documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses.

C. Equipment Inventory

The Grantee shall submit to Grantor a list of all furniture, fixtures, equipment and vehicles purchased with Grant funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with 2 CFR Part 200.

D. Audit

The Grantee shall submit an audit or financial statement, as applicable, and as provided in Sections IX and X. of this Agreement.

E. Transfer of Records

Grantee shall, within ninety (90) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

F. Grantee's Obligations

The Grantee's obligations to DHCD remain in effect through the period of record retention as stated in Section XV.

Section XVIII. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion, and if legally permitted, extend the term of the Grant no more than two (2) times for one-year terms, or any fraction of one year, or multiple successive fractions thereof.

B. Grantor will endeavor to provide Grantee a preliminary written notice of its intent to extend at least thirty (30) days before the end of the Grant Term. The preliminary notice does not commit the District to an extension or authorize additional Grant funds to Grantee.

C. Any extension of this Grant is contingent upon the appropriation of funds for the applicable time period. However, the availability of funds shall not obligate the District to extend the Grant.

Section XIX. Total Agreement

The Grant Agreement, including specifically incorporated documents (to include the approved Statement of Work, the Work Plan, the approved Budget and the Grant attachments) constitute

the total and entire agreement between the Parties. Grantee understands and agrees to comply with the incorporated references contained in this Agreement and all applicable District and Federal laws and regulations.

Section XX. Applicable Law.

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia, unless otherwise controlled by federal law. In any proceeding relating to this Grant Agreement, each of Grantor and Grantee, hereby irrevocably submits to the jurisdiction of the Courts of the District of Columbia for the purposes of any suit, action or proceeding arising out of or relating to this Grant or transactions contemplated hereby.

Section XXI. Severability.

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XXII. Amendment.

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Grant activities, or the amounts specified in the Budget without the prior written approval of Grantor. The Grantee may request in writing approval of any proposed change to the Statement of Work or Workplan or the amounts specified in the eligible cost categories of the Budget and shall provide adequate supporting information and a revised budget along with its request. All such requests must be signed and dated.

Section XXIII. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or fully, by the Department.

1. The written or printed materials must include the authorized DHCD logo.

2. Written or printed materials include, but are not limited to, newspaper, radio and television announcements or advertisements, websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.
4. Grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to Grantee.
5. Grantee must provide copies of all marketing materials, brochures, flyers and other materials that publicize grant-funded activities to Grantor via email at dhcd.occo@dc.gov

Grantee shall publicize, as appropriate, to its constituency through social media, print, and online postings, DHCD communications and events that are related to Grant supported activities.

Section XXIV. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code§ 2-531 *et seq.* provides for the disclosure of public information. Specifically, the law provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Official Code § 2-170 l (13) .

This serves as your Notification that information /documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code§ 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXV. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, homeless status, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Sexual harassment is a form of sexual discrimination which is prohibited by the Act and Mayor's Order 2023-131 (Updated District Government Sexual Harassment Policy, Guidance, and Procedures), which is attached hereto as Exhibit I.

The prohibition against workplace sexual harassment extends to third parties doing business with or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies. By executing this Agreement, Grantee affirms that it will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1 I 00 et seq. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated.

Section XXVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addresses:

NOTICE TO GRANTEE:

University Legal Services, Inc.
220 I Street, NE
Washington DC 20002
Attn: Jane Brown (Executive Director)

NOTICE TO GRANTOR:

D.C. Department of Housing and Community Development
Community Services
1909 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
Attn: Director

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTOR SIGNATOR PAGE]

DISTRICT OF COLUMBIA, a municipal Corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Colleen Green
Director

Legal Review:

Julia Wiley
Office of the General Counsel
Department of Housing and Community Development

3/14/25
Date

[Signatures continue on the next page]

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTEE SIGNATURE PAGE]

UNIVERSITY LEGAL SERVICES INC.
a District of Columbia non-profit corporation

Jane Brown
Jane M. Brown , Esq.
Executive Director

3/18/25
Date

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit A Services to be Provided

- Statement of Work
- Section 3.2 Services (from the FY25 RFA)
- Workplan as approved by the Grantor

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education and training services to support DHCD's housing programs and initiatives, and to promote compliance with District housing regulations. All of the services are intended to empower potential homeowners, actual homeowners, and tenants for the purpose of preserving of affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership; (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached workplan and performance measures. Marketing and outreach for the services provided is a activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of these service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling; (b)the Grantee's additional knowledge of the individual and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and it shall be maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow up and conduct a final assessment of the impact of the services provided. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for HPAP/EAHP/NEAHP
A4: Inclusionary Zoning Orientation
A6: Income Certification for PADD Applicants

A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B13: Technical Assistance for Coop and Condo Associations

CATEGORY C: TENANTS AND TENANT GROUPS
C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

SECTION 3: PROGRAMMATIC REQUIREMENTS

3.1 Eligibility for Federal Funding

The services in this RFA will be conducted through grant agreements using Federal funds (Community Development Block Grant (CDBG) and, as available, some District Funds. The Department will provide a full informational briefing to the awarded grantee(s) about the grant funding source's ongoing administrative and programmatic requirements. Whether grants awarded under this RFA are funded locally or with federal funds, all grants will be managed to the higher standards and requirements whether Federal or District.

Federal regulations have established national objectives requiring all CDBG-funded activities beneficiaries to be at least 51% low- and moderate-income persons or households. The national objective is achieved through "limited clientele benefit"—that is, by verifying the incomes of each beneficiary of the services provided. The applicant must demonstrate that it has the capacity and the intention to verify the household incomes of beneficiaries to meet the national objective of providing benefits to 51% of low- and moderate-income persons.

Client income certification is also an important element of ongoing program activity for many DHCD housing programs. (See Section 3) Applicants should review in detail the federal income requirements for programs, activities, and grantee (sub-recipient) eligibility under the Community Development Block Grant program regulations at 24 CFR 570. 200-210,

- https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-570/subpart-C?toc=1

and HUD Housing Counseling Program Regulations: 24 CFR Part 214,

ps://www.ecfr.gov/current/title-24/subtitle-B/chapter-II/subchapter-B/part-214?toc=1

3.2 Housing Services: Description of Housing Programs and Services

Please Note: Specifications and programmatic requirements may change from time to time during the award period at the discretion of the Department.

The following describes seventeen services in the Housing Counseling Program. These constitute the services for which the Department is seeking Applicants to provide services to DC residents. Applicants should select at least one service for which they are applying; however, the Applicant may select more than one. The Department is not obligated by the Applicant's selection to make an award. Applicants are responsible to demonstrate their capacity in their application to provide the services for which they have applied. Capacity includes staffing patterns including qualifications and experience, other funding resources, case management systems and programmatic activities. Historical data can also be considered in demonstration of organizational capacity. Applicants should be aware of Legal Citations noted throughout this section as well as the references to the Code of Federal Regulations (CFR).

Category A: HOMEOWNERSHIP

A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program
A6: Income Certification for the Property Acquisition and Disposition Division (PADD) Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY

B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B12: Legal Services for Seniors and/or Coop & Condo Associations
B13: Technical Assistance for Coop and Condo Associations
B14: Technical Assistance for Owners of Small Rental Properties

CATEGORY C: TENANTS AND TENANT GROUPS

C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

Each particular service has specific requirements described in the following pages. Applicants are expected to utilize this guidance in the performance of these services.

CATEGORY A: HOMEOWNERSHIP

Legal Citations Governing Program Area in Category A

Applicants to provide services in Category 1 should review in detail the following legal citations governing the District's homeownership programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for homeownership pursuant to the relevant citations.

- Home Purchase Assistance Program: DC Code 42-2601 and 14 DCMR, Chapter 25
- Employer-Assisted Housing Program: DC Code 42-2501 and 14 DCMR, Chapter 36
- Inclusionary Zoning: Legislation Pending, Bill 17-586, 17-618, 17-619

A1: HUD Housing Counseling

This activity is open to applicant organizations which are HUD approved employing one or more HUD certified counselor(s). Such counseling is often (but not exclusively) in the pursuit of homeownership or credit repair and improvement or to improve their housing condition.

Grantees of this service should be familiar with 24 CFR 5.100 and with 24 CFR 214.

Housing counseling is independent expert advice provided by a HUD certified housing counselor (24 CFR Part 214) customized to the needs of the client. It is aimed at addressing housing barriers and providing support to the client to achieve their housing goals. This counseling service must include: (1) intake (2) financial and housing affordability analysis (3) an action plan[2] and (4) follow-up counseling to implement the action plan and achieve its stated goals *(24 CFR 5.100).*

The action plan should identify the steps needed for the client to achieve his/her housing goals. These actionable steps include, but are not limited to, review of the client's credit report with explanations of its meaning and items that impact (or may improve) the credit score, creation of a budget and methodologies to track one's income and spending, debt reduction planning, and savings planning. Follow-up should track the client's progress toward the goals of the action plan. Other programs and services including group educational opportunities may complement the one-on-one counseling with a certified counselor. Counselors, therefore, may appropriately make referrals to programs and services as well as to group educational activities that support and implement the goals of the action plan.

Counseling organizations are required to maintain case files including items 1-4 above as stated in 24 CFR 5.100. It is critical that files with records and case notes be kept in such a way that if a client's counselor is no longer available, either temporarily or permanently, another certified counselor in the organization can understand based on the file the client's circumstances, action plan, progress and where the client is in achieving his/her housing goals.

Organizations providing this service should have working experience with credit counseling and repair, with consumer credit bureaus and consumer credit laws. Ideally, they should be familiar with creditor tactics, liens, judgments, repossessions, and other obstacles to credit improvement.

It is critical for the counseling organization to make efforts to keep the client engaged in the counseling process and such attempts and outreach should be documented in the case file.

In accordance with HUD requirements, counseling organizations may close files if a client does not respond to outreach efforts over 60 days. The last outreach attempt should document that the file will be closed as of a specific date if nothing further is heard from the client. If the client should return to client after the 60 days, a new file should be opened.

[2] Except for reverse mortgage counseling.

Post-purchase follow-up

a) Grantees must continue their counseling relationship with customers once they become homeowners. This follow-up should continue for a period of time after purchase to ensure the homeowner's housing stability.
b) Grantees may make use of post-purchase programs using either their own programming or making referrals to other Grantees who provide such programming (*e.g.* B1 General Home Management and B2 Foreclosure Counseling).
c) If problems arise, it will be the grantee's responsibility to address them quickly as time is of the essence, and to address them as efficiently as possible. Where the District's investment is involved, counseling should include ways to protect the DC investment.
d) When working with clients who have an HPAP deferment period ending, Grantees must provide dedicated counseling services to those borrowers. In particular, grantees will be asked to make an updated assessment of each borrower's financial status regarding the appropriateness of continued deferment.
e) Potential delinquency, or foreclosure prevention, counseling will be provided to any borrower who is experiencing difficulty.
f) If problems continue with these loan clients, this counseling will become a home preservation activity.

A2 8-Hour Homebuyer Education Class (HBE)

This activity is open to applicant organizations which are HUD approved counseling organizations employing one or more Hud certified counselors.

The Department seeks HUD Approved organizations to provide the 8-Hour Homebuyer Class. This is in support of the Department's many programs for which the 8-Hour Homebuyer Class is a requirement, and also for other DC residents who seek to take this class in preparation for homeownership and for their knowledge.

Organizations should take as a serious obligation to conduct this class with knowledge staff (HUD certified counselors). The class is conducted in a traditional in-person setting or in a virtual online setting.

Those who successfully attend and complete the class should be provided with a DHCD certification (in the format approved by the Department) indicating their completion of the class and dated appropriately. Monthly attendance and award of certificates should be reported to the Department monthly. The class should be presented frequently enough to meet programmatic needs of DHCD programs. Class dates should be provided to the Department for inclusion on the DHCD calendar. Presentations should be given by staff, not outside speakers. Grantees are welcome to collaborate in the conduct of these classes.

A3: Intake for DC Homebuyer Programs (HPAP/EAHP/NEAHP)

The Home Purchase Assistance Program (HPAP) is the primary DHCD program for first-time homebuyers. HPAP provides interest-free loans that include closing cost assistance to eligible applicants. Under this program, homebuyers may have the opportunity to purchase houses,

condominiums, or cooperative units in the District. DHCD has additional homeownership programs which are associated with HPAP, and which are targeted to specific populations or geographic areas or may meet specific home buyer needs.

The satellite programs are:

(1) The Employee Assisted Housing Program (EAHP) provides assistance to District of Columbia Government employees, who are first-time homebuyers in the District; and

(2) The Negotiated Employee Assistance Home Purchase Program (NEAHP) provides down payment and closing cost assistance to certain District of Columbia Government employees whose position is covered by specific union collective bargaining agreements.

Wherever the acronym "HPAP" is used, the same applies to the EAHP and NEAHP programs.

Prior to HPAP Application

Clients interested in HPAP assistance who have a pre-approval from a lender, should be assisted with making an application to the HPAP as expeditiously as possible. Those without a pre-approval letter from a lender are required to engage in HUD Housing Counseling (see A1 above) in order that they have the benefit of credit counseling and homeownership preparation. The action plan should include the actionable steps needed to ensure success as a homeowner and to achieve a pre-approval letter from a lender. Once a pre-approval letter has been obtained, the client with the Grantee's assistance should proceed to making their application to HPAP.

Application Process

For grantee organizations, this relationship management function includes working with first-time homebuyers throughout the homeownership application, preparation, purchase, and post-purchase process. Counseling will be focused on low- and moderate-income populations.

Once HUD credit counseling is completed the HPAP process includes:

(Optional) Applicant organizations may conduct pre-purchase seminars which include information and requirements of the HPAP programs. A DHCD Certification should be provided to attendees and recorded with DHCD.

Application Intake includes document collection of those documents needed. These should be collected in person or by means of a secure portal. Email is not considered a secure means for transmission of information which could be used for identity theft or other criminal activity. Drop-off at a staff office to an employee is acceptable.

Once the application package is complete, the organization submits to the appropriate HPAP administrator.

Homebuyer Education (8-hour class) (A DHCD Certification should be provided to 8-hour Homebuyer Education attendees and recorded with DHCD.)

Post-Purchase follow-up (Records of those follow-ups should be maintained by the organization. See Post-purchase in Service A1)

Organizations will be responsible for: (1) the application process, which includes delivery of completed applications to the HPAP Administrators; (2) completion of the application form itself and collection of all required supporting documentation, and (3) maintaining performance and reporting data, and databases as needed by the Department.

A4: Inclusionary Zoning Orientations

Introduction to IZ/ADU Programs:

The District's Inclusionary Zoning (IZ) Program requires a certain percentage of units in a new residential development, or a substantial rehabilitation that expands an existing building, be set aside as affordable units. The goals of this program are to increase the supply of affordable housing for low- and moderate-income households, to support the creation of mixed-income communities, to prevent rising home prices from driving out low- and moderate-income residents, and to leverage the expertise and capacity of the private market to develop affordable housing.

Affordable Dwelling Units (ADUs) are defined as for-sale and for-rent homes that are locally restricted for occupancy by households whose income falls within a certain range and are generally offered at a below-market rate. ADUs are generally produced in exchange for zoning relief, tax incentives, public financing, and/or the right to purchase or lease District-owned land. Specific ADU provisions, such as the affordability period, income limits, and resale restrictions, are set out in deeds, covenants, land disposition agreements, ADU administration plans and other originating documents.

ADU provisions have historically varied from project to project, as each is a result of a unique negotiation or project approval. However, ADU restrictions are becoming more standardized and more similar to standard IZ requirements.

Organization roles and responsibilities:
Provide mandatory IZ Orientation. The department's PowerPoint presentation must be utilized. Presentation and answers to participants' questions must conform to agency guidelines.

DHCD seeks organizations which will provide programmatic rental and homeownership counseling services in support of both of the above programs. Information about these

programs is available through DC Housing Search https://www.dchousingsearch.org , counselors will be required to utilize DC Housing Search, and train potential customers in how to search for affordable housing through DC Housing Search.

Grantees will be required to become familiar with the program requirements and procedures, as required by DHCD. In the last few fiscal years, the IZ program has produced approximately 400 new affordable units each year.

Orientation:
In particular, organizations are required to conduct IZ Orientations to help residents to be familiar with all programmatic requirements for the IZ program.

Organizations must conduct and coordinate this mandatory orientation session in a traditional and virtual classroom settings. They must provide interested applicants/residents with the relevant terms of the program, including next steps and other information as required by DHCD.
DHCD currently provides standard slides and certificate templates to use for this orientation and will provide training to grantees.

Completion of this orientation class is mandatory before an individual may register for the IZ program and individuals must renew registration every two (2) years to remain on the IZ registration list.

The class must be conducted at least monthly beginning within 30 days after the grantee's application is approved. Coordination of this class will include publishing upcoming class dates, accepting reservations via phone, email, or other method, allowing walk-ins if space is available, providing attendees with a certificate of completion (in a format approved by DHCD) upon completion of the class and providing at least monthly attendee data to DHCD. It will also include ensuring that attendees receive all required training materials, and shall be presented by grantee staff, not outside speakers.

Grantees must train program participants in the terms and specifics of the IZ and ADU Programs (training guidance will be provided by DHCD) and provide additional pre and post homebuyer education training.

Grantees must also provide data to DHCD on a regular basis as determined and requested by DHCD, including but not limited to the names and contact details for individuals who have received a DHCD certificate and the number of attendees at IZ orientations.

A5: Income Certifications for the IZ/ADU Units Programs

The agency seeks two organizations to provide income certifications for participants in the Inclusionary Zoning and Affordable Dwelling Units programs. Income certifications are expected to be conducted under a uniform process prescribed by DHCD and following HUD Part 5. DHCD has established requirements for approving Certifying Entities, including

specific IZ and ADU training.

Grantees are expected to become Certifying Entities pursuant to DHCD requirements. Grantee organizations will be required to ensure that program participants understand that income and occupancy restrictions apply to their IZ units and ADUs. Grantees will also be expected to complete income certifications for newly selected households and for renewing tenants. Grantees will be working closely with individuals, property management/leasing staff, sales agents and DHCD. DHCD will provide the necessary forms and procedures, but Grantees will collect the necessary paperwork from individuals and complete the income and household size verification process. Upon successful certifications, Grantees will notify DHCD and the sales/leasing staff.

Such restrictions may include but would not be limited to: (1) the specific affordability period, (2) conditions for, or prohibitions against, subleasing, and (3) resale restrictions. Ongoing outreach and assistance to occupants of IZ units and ADU is required in the areas of programmatic requirements and homeownership counseling.

A6: Income Certification for PADD Applicants

The Property Acquisition and Disposition Division (PADD) encourages vacant and/or abandoned property owners to rehabilitate and/or occupy their properties. PADD acquires vacant, abandoned, and deteriorated properties through negotiated friendly sale, eminent domain, donation, or tax sale foreclosure, when owners are unwilling or unable to maintain their properties. PADD also disposes of properties in inventory by selling them to individuals or developers to be rehabilitated into high-quality affordable and market-rate single-family and/ or multi-family for-sale or rental housing in District neighborhoods.

For DHCD, the activities of this Division create affordable homeownership and rental opportunities for low- and moderate-income households. Grantees must counsel these households as they qualify for and occupy these new homeownership and rental units. DHCD seeks one or more organizations which will provide counseling or training services for affordable units made available through PADD.

Because PADD units are not produced through a traditional homebuyer program, an intensive marketing and outreach effort to our target population will be required of grantees. Counseling services will also involve conducting income certifications and re-certifications for purposes of admission and continuing participation in this program. Income certifications are expected to be conducted under a uniform process prescribed by the Department. For PADD, grantees must ensure that program participants understand that income, or occupancy, restrictions apply to their unit. Such restrictions may include but would not be limited to: (1) the specific affordability period; (2) conditions for, or prohibitions against, subleasing; (3) potential rent increases; and (4) resale restrictions. The specific unit covenant

terms will be communicated to stakeholders by the Department, but grantees must facilitate communication with stakeholders.

A7: Public Services: General Coaching and Information

Public Services may be undertaken by Applicants which have not yet obtained HUD Approval and may not employ a HUD certified housing counselors. (HUD Approved organizations who are applying for A1 or A2 do not need to apply for this service, since they are able to provide these Public Service activities in connection with their other lines of services.

These activities are frequent but not exclusively in a group setting. These may be virtual or in-person, as long as an in-person option is provided. Grantees may utilize Homebuyer Clubs as an effective tool for keeping clients engaged in homebuyer preparation when a long-term period is needed for better positioning to be a first-time buyer.

They may include group trainings on understanding credit and credit reports and involve savings programs.

Public service staff are required to train clients to utilize available tools, such as DC Housing Search https://www.dchousingsearch.org to locate affordable housing for sale and for rent.

CATEGORY B: COUNSELING AND TRAINING FOR HOME PRESERVATION

B8: General Home Management (Post-Purchase Non-Delinquent)

Post-purchase counseling is essential for Homeowners who have purchased their homes, are not delinquent in their mortgage payments and would like to remain successful by creating a realistic financial plan to avoid financial pitfalls and protect and retain their homeownership. Post-purchase counseling is essential to understand local post-purchase behavior, especially low-moderate income homeowners, that can be supported by education and supportive programs to ensure recent homeowners understand what to do in the event of hardships. Organizations that provide post-purchase counseling sessions and education workshops will ensure their topics consist of the following:

1. Prepare a maintenance plan for major household systems and repair strategies.
2. Emergency preparedness plan to assist client in case of disaster.
3. Understand consequences of not paying taxes, HOA payments or community assessments.
4. Explain the benefits of establishing an emergency fund and retirement or tax-incentivized accounts.
5. Provide knowledge of home improvement financing options like HELOCs and give counsel on how to apply for additional financing to renovate property.

6. Access the client's understanding of the process of refinancing the home and incurring more debt.

This counseling activity may include, but not be limited to, appliance warranty disputes, contractor disputes, disputes with mortgagors, will and estate issues, including transfer-on-death deeds, etc. In this service, grantees must serve as advisor-educators and are prohibited from giving legal advice. Grantee activities should focus on low—and moderate-income populations.

B9: Foreclosure Counseling

Homeowners who are delinquent in loan payments (as well as those in danger of delinquency) need to know what options are available to them. Similarly, those in foreclosure need to know their options and resources that may assist them, especially if available legal services are available.

Organizations are required to provide foreclosure prevention counseling that helps homeowners at risk understand the foreclosure process in Washington, DC, determine their legal rights and identify options to avoid foreclosure.
Organizations will assist struggling homeowners with loss mitigation, communicate with mortgage servicers and provide services such as the following:

1. Provide advice and coaching to assist clients with creating a budget based on financial goals. Assess the current financial situation and develop short and long-term strategies to reduce expenses and debt to achieve client goals.
2. Explain loss mitigation. Explain the requirements of a loss mitigation package and evaluate the client's loss mitigation options for FHA and non-FHA loans.
3. Provide examples of mortgage default scams and ways to avoid being a victim.
4. Explain the consequences and costs associated with a foreclosure, short sale, or deed-in-lieu.
5. Explain the foreclosure timeline and devise a plan if the client is unable to stay in the home and assist the client in mortgage default recovery. Demonstrate the impact of a mortgage default.
6. Work with displaced residents seeking referrals for housing.

Grantees work with homeowners who are delinquent in their mortgage payments, or who are in foreclosure, or in post-foreclosure. These counseling services are also offered to owners of multi-family properties, and ownership associations. This counseling serves as a central element of DHCD's overall foreclosure prevention strategy.

It is critical to address the District's foreclosure crisis. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Grantees also work with the Department of Insurance Securities and Banking (DISB) to protect clients against scam operations that prey upon residents who are subject to foreclosure. Grantee organizations extract data for outreach and targeting efforts from the Office of the Recorder of Deeds, which provides a listing of all official foreclosures in the

District on a weekly basis. DHCD seeks one or more organizations that will provide foreclosure counseling services which include, but may not be limited to, all of the above-described foreclosure prevention activities.

For grantees, this counseling function means working with troubled homeowners, utilizing all foreclosure prevention or mitigation tools available, and if necessary, working with customers throughout their foreclosure or post-foreclosure process. Grantees must provide full assistance and advice to troubled homeowners. Grantees will be responsible for: (1) assessing the homeowner's circumstances, (2) educating the homeowner about the full implications of mortgage delinquency and foreclosure (3) exploring and providing options of action for the homeowner (4) providing tools or alternative support that may further assist the homeowner (5) developing and executing a best action plan for either saving the home or undertaking the best course for the homeowner, and (6) tracking the results of their counseling efforts. In addition, grantees will provide ongoing performance and reporting data and databases maintained.

Post-Foreclosure Counseling: It is critical that grantees continue their counseling relationship with customers, even if the home cannot be saved. Grantees must follow up with troubled homeowners for a period of time after any action plan has been executed. If the home has not been saved, counseling should be made available, and if necessary, referral to other needed services. If the home has been saved, counseling follow-up is also necessary to ensure that the ongoing action plan is being properly implemented. If more problems arise, it will be the grantee's responsibility to address them as quickly and as efficiently as possible.

With the passage of the Saving DC Homes from Foreclosure Emergency Amendment Act of 2010, troubled or delinquent District homeowners have the right to engage in mediation prior to foreclosure. As a result, DHCD requires grantees to provide counseling related to this mediation process.

Grantees must be familiar with the Law, its regulations, and the mediation process which has been implemented by the Mediation Administrator at the DC Department of Insurance, Securities, and Banking. Grantees must educate troubled homeowners in the decision factors related to mediation election, and, if necessary, prepare them for mediation. In some cases, counselors may be asked to accompany, or represent, troubled homeowners in the mediation process. Grantees must ensure that all customers who elect mediation complete and submit proper documentation in a timely manner. Grantees must ensure that the best interests of troubled borrowers are protected throughout the mediation process. Finally, DHCD expects grantees to follow-up after the mediation process is complete to ensure that any final mediation agreement is properly implemented.

B10: Eviction Counseling

Applicants who have HUD certified counselors or NeighborWorks America foreclosure certified counselors may offer this service. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Training should also include knowledge of laws and legal procedures governing eviction.

Eviction has long created housing instability for renters, and especially among low- and moderate-income households. For those at the lower end of the economic scale, eviction has caused not only housing instability but also employment insecurity and homelessness. Studies have shown that lack of access to legal representation has resulted in markedly different and detrimental outcomes as compared to renters who have legal representation. After legal representation, the next most effective range of services includes alternative dispute resolution (or mediation), knowledge and guidance in court navigation, and effective management of legal and tenant-landlord documents. In addition to housing instability, eviction also has credit impact for the tenant.

It is critical to provide those in danger of eviction with counseling to make informed decisions. This includes access whenever possible access to legal services. Also, appropriate training includes information about tenants' rights and obligations, the credit impact of eviction, use of payment plan agreements, understanding of court processes and procedures, and access to alternatives to court procedures. When tenancy is lost, counseling for housing alternatives is needed and a path forward to credit repair.

B11: Single-Family Residential Rehabilitation Program

The Single-Family Residential Rehabilitation Program (SFRRP) administers grants to District homeowners for roof repairs and for modifications to eliminate barriers to accessibility for persons with mobility or other physical impairments. Projects approved for SFRRP require a covenant on the property to protect the District's funding of the project.
DHCD seeks one or more organizations which will provide application intake services to SFRRP applicants throughout the grant process.

> **Mandatory Counselor Intake Training:** Grantees for this line of service are required to attend training with the SFRRP team in September to be introduced to updated aspects of the SFRRP for FY25. It is critical that the grantee have a solid understanding of the updated program and the requirements for applications. Therefore, the September training is mandatory for SFRRP intake counselors.
>
> **Application Period:** Applications for SFRRP will only be taken between October 1, 2024, and December 31, 2024. To be considered applications during this period must be complete. Lack of required documentation or information will not "hold a place" in the program if not provided before the December 31, 2024. The Department at its sole discretion reserves the right to close the program prior to the deadline if funding is depleted or no longer available.

Information Session for Applicants: The Department will provide Grantees with a PowerPoint presentation outlining the program and its requirements. Intake counselors are required to use this presentation with all potential applicants either in a group sessions (such as an Orientation) or in a one-on-one session with the potential applicant.

Grantee's and Counselor's Responsibilities: (1) use the Department PowerPoint presentation to present the program to potential applicants, answering questions from residents interested in the program; (2) complete the application document and collection of **all required** supporting documentation *(incomplete applications will not be accepted)*; (3) post-application and post-grant support; and (4) providing performance and reporting data as required.

45 Day Period: It is critical that no application be uploaded in the SFRRP portal unless it is complete with all required documents and intake form completed. If an incomplete application is uploaded in the portal, the SFRRP staff will notify the counselor and the applicant that the application cannot be accepted. The notification state that what is complete and state the **applicant has 45 days** to provide the requested information including documents. After 45 days if the application remains incomplete, the application will be closed as incomplete for funding.

Application Portal: Counselors will need to provide their name and contact information (e.g. email) when uploading in case SFRRP program staff need to follow up.

Legal Citations Governing Program Area for Category B:

Applicants to provide any service in Category B should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

- Lead Safe Washington 24 CFR, Part 35, 24 CFR, Part 85.37, Section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992
- Single Family Rehabilitation 14 DCMR, Chapter 28 First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
- Saving DC Homes from Foreclosure Emergency Amendment Act of 2010 (DC Act 18-635; 57 DCR 12404)

B12: Legal Services for Homeowners and/or Coop & Condo Associations

The Department seeks organizations to provide legal services to provide one or both of the services noted below. Grantees will conduct outreach to low- and moderate-income populations in need of these services.

- Legal Services to Seniors
  Seniors who are homeowners can be assisted by the Applicant to have legal services to assist Seniors to avoid housing instability or the loss of ownership of their home. In addition to their own attorney staff, Applicants may seek *pro bono* services from other members of the Bar.

- Legal Services to Coop-Condo Associations
  Legal services may be provided to Cooperatives and/or Condominiums ("Associations") to ensure housing stability. If Associations have problems in areas of legal entity status, required legal or financial filings, compliance issues, risk management concerns, board and member training, best legal practices, and collection of association fees (to name of few), such issues may threaten the member's housing stability, and the owners' (or members') investment in their properties. Selected applicants will provide legal services to Associations in low- and moderate-income census blocks to mitigate these concerns, to preserve housing stability of owners and to ensure well-functioning Associations and Boards.

B13: Technical Assistance for Coop and Condo Associations

The Department seeks one or more organizations to provide technical assistance to Associations. The situation many Associations may face is a need for training in best practices of Association management. Training in best practices and frequently encountered problem situations may be offered by the grantee not only to the Association Board but also to the owners in the Association. Association boards and their member owners frequently face issues of association fees not being paid, lack of income to fund reserves, special projects that would require a special assessment, and decisions of taking court action or being the defendant in a court action. These are just a few of the legal issues which may arise for the Association, in addition to the more routine matters of by-laws and required legal documents for the operation of the Association.

B14: Technical Assistance for Landlords of Small Rental Properties

Landlords of small rental properties face enormous challenges. They frequently lack the staff and the resources of large multi-family properties to deal with the many details of operations and asset management. Small unit properties cannot readily absorb mistakes or challenges.

In a ten-unit property, one vacancy is a 10% vacancy rate, while one unit in a 100-unit property is 1% vacancy rate. Yet, small unit properties are often the affordable renter properties. To preserve this housing stock as an affordable option, DHCD seeks grantees to provide Technical Support to Owners of Small Unit Properties (of 30 units or less).

Services can be provided through group training as well as through one-on-one counseling. Like many small business owners, owners can often benefit from a better understanding of accounting practices and financial statements (balance sheet, income statement, cash flow report). Knowledge of financing options is another common to many business owners. Topics such as these are particularly suitable to the needs of owners.

1. **Property Management Software**: Landlords often need help selecting and implementing property management software to track rent payments, maintenance requests, tenant information, and other critical operational data.

2. **Legal Compliance**: Guidance on navigating complex local, state, and federal housing laws and regulations related to fair housing, security deposits, evictions, and other landlord-tenant issues.

3. **Financial Management**: Guidance with accounting, tax preparation, and financial planning specific to rental property ownership and operations.

4. **Maintenance and Repairs**: Access to vetted contractors, tradespeople, and service providers to handle property maintenance, repairs, and upgrades in a timely and cost-effective manner.

5. **Tenant Screening and Selection**: Guidance and best practices with tenant screening processes, background checks, and selecting responsible renters to minimize vacancies and evictions.

6. **Marketing and Leasing**: Help with listing vacant units, advertising, showing properties, and executing leases to keep units occupied.

7. **Emergency Response**: Guidance on developing emergency plans and protocols to address unexpected events like natural disasters, property damage, or tenant issues.

8. **Asset Management Issues**: The ratios and metrics of asset management for multi-family properties provide a helpful guide to best practices. For example: Many landlords are unaware of the effect that certain metrics have in their properties. Slow "Make-Ready" times, refers to the length of time it takes to prepare an apartment to be shown to prospective tenants. Similarly, "turn time" refers to the times it takes to find a renter and receive the first month's rent. Slow turn times are also a drain on resources. When there are slow "make ready" and slow "turn times" the combined effect can be detrimental for the property's future. High turn-over rates among renters is another draw on the income. Other issues and topics include: What to do when you have a tenant who is not paying rent? What are the alternatives to eviction? How do the Court work? Are there pre-eviction resources? What legal services are available to the owner?

CATEGORY C: TENANTS AND TENANT GROUPS: SERVICES RELATIVE TO Tenants Opportunity to Purchase Act, Rental Conversion and Sale Division, and Rental Accommodations Division

The DC Tenants Opportunity to Purchase Act (TOPA) seeks to protect tenants and tenant groups from displacement due to sale of the property. The law allows tenants to purchase their apartment building. Tenants have the choice of maintaining the apartments for rent or converting to cooperatives or condominiums. DHCD seeks to preserve affordable housing in the District and limit displacement of low- and moderate-income households. For groups that choose coop or condo conversion, this provides a path to homeownership.

DHCD provides both financial assistance and technical assistance, as well as specialized organizational and development services, for tenant groups who are pursuing the purchase of their apartment buildings. Through DHCD's Development Finance Division, organized tenant associations may be provided with seed money, earnest money deposits, and acquisition and/or rehabilitation assistance. After acquisition and rehabilitation, DHCD also provides ongoing Board training and property management support to the newly formed cooperative or condominium Boards.

C15: TOPA: Pre-purchase Training

DHCD seeks one or more organizations which will provide pre-acquisition organizational and developmental counseling and training to tenant groups or tenant associations in support of their intent to purchase their building. These tenant groups must be preliminarily qualified as eligible for DHCD's Tenant Purchase Technical Assistance program. Grantees must provide the following services to tenant groups:

a) establishment of a tenant association.
b) selection and appropriate training of Board members.
c) training of captains (court, building and floor).
d) training in roles and functions of committee members; (5) training tenant groups in detail about the building purchase process.
e) training tenant associations in property management techniques.
f) provide training to the tenant association on each type of ownership; and conducting surveys of tenant associations to determine the appropriate form of ownership for their building (cooperative or condominium).

It is critical that Grantees in this service maintain an outreach to educate and inform low- and moderate-income tenants about their rights and opportunities provided by TOPA. Grantees are encouraged to make this a central aspects of their marketing plan, and to create

opportunities as well as avail themselves of opportunities to participate in educational outlets to reach tenants. Collaboration with other Grantees in this or similar service lines is encouraged. Grantees should participate in DHCD when and as those opportunities for outreach are available.

While training the tenant association, the grantee must be able to prepare and submit appropriate documentation required in the purchase process, including but not limited to tenant profiles and feasibility analyses, response to Notice of Sale of Building, preliminary development, acquisition, and rehabilitation plans, and operational plans.

The grantees must have skill and experience in negotiating the lease or purchase of the building. In addition, grantees must assist tenant groups in procurement related to the development, purchase, and rehabilitation process, including but not limited to attorneys, architects, engineers, financial and developmental consultants, private developers, appraisers, and property managers.

C16: TOPA: Post-Purchase Training

DHCD seeks one or more organizations which will provide ongoing post-acquisition counseling services which include property management and Board training for properties which have been purchased and/or rehabilitated with financial assistance from the DHCD Development Finance Division's First Right Purchase program. Generally, these are multi-family properties that have been purchased through limited equity cooperative agreements or condominium purchases. Therefore, non-profit Board training and development skill and/or experience, as well as multi-family property management skills are critical to providing effective counseling services. Services to be provided under this activity may include, but are not limited to:

a) establishing standards of evaluation for each participant's financial status and leadership capacity.
b) conducting annual management reviews of all Boards, oversee election and
c) training of new Board members.
d) assisting in the establishment of appropriate arrangements with required service providers such as exterminators, garbage collectors, landscapers, etc.
e) assisting in capital management planning and a stabilization plan for rehabilitation and/or refinancing.
f) tracking property vacancies and reviewing new applications for membership.
g) establishing and reviewing membership guidelines.
h) technical assistance in accounting, budgeting, and the preparation of financial statements for long-term financial viability.
i) providing Board of Directors with training as appropriate; and

j) other required management and support duties. Grantees will assist the condominium or cooperative in developing a budget for the overall management and carrying costs of the property.

Grantees will assist the Board and membership in all aspects of management, such as completion of the audit, Fair Housing issues, required individual, property, and Board insurance, taxes, the role of Board officers, evaluation of monthly financial performance, training on lender compliance, i.e. loan payments, income requirements. DHCD will likely negotiate assignment of specific properties to grantees for this service.

Legal Citations Governing Program Area in Category C:

Applicants to provide any service in Category C should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
Tenant Purchase Technical Assistance Program DC Code 42-3404.02
Rental Housing Conversion and Sale Act of 1980, as amended (DC Code 42-3401.01 et. seq.) (Also known as the Tenant Opportunity to Purchase Act or "TOPA")

C17: Services for Tenants and Tenant Organizations
(in partnership with Housing Regulation Administration, Rental Accommodation Division, Rental Conversion and Sale Division).

Activities under this service will supplement and enhance the services provided by DHCD's Housing Regulation Administration (HRA), which includes the Rental Accommodations Division (RAD) and the Rental Conversion and Sale Division (CASD).

RAD administers the Rental Housing Act of 1985 (D.C. Official Code § 42-3501.01 et seq.) which regulates residential rental housing registration and the rent stabilization program (commonly known as rent control). RAD oversees rent adjustment procedures, processes notices to vacate, reviews tenant petitions prior to adjudication by the Office of Administrative Hearings and adjudicates most types of landlord petitions. RAD also proposes rules and regulations for administration of the Rental Housing Act for review and publication by the Rental Housing Commission.

CASD administers the Rental Housing Conversion and Sale Act of 1980 (D.C. Official Code § 42- 3401.01 et seq.) which regulates the sale or transfer of ownership interests under the

Tenant Opportunity to Purchase Act of 1980 (TOPA) (D.C. Official Code § 42-3401.01 et seq.), the conversion of use of rental housing to condominium or cooperative ownership and residential condominium formation and registration under the Condominium Act of 1976 (D.C. Official Code § 42-1901.01 et seq.). Further, CASD administers a Housing Assistance Payment program (HAP), under which tenants may be eligible for rent assistance if they are displaced due to the conversion of use of their apartment building to condominium or cooperative ownership.

CASD also proposes rules and regulations for administration of the Rental Housing Conversion and Sale Act of 1980.

DHCD seeks one or more organizations which will support RAD and CASD operations by providing counseling and tenant education services to tenants and tenant groups. Grantees must provide counseling and training assistance to tenants and tenant organizations regarding the District's rental housing laws and tenant and landlord rights and responsibilities.

For CASD, grantee organizations must provide counseling and training concerning: (1) tenants' TOPA rights when a landlord intends to sell, demolish, or discontinue rental housing use; (2) transfers of rental housing ownership or economic interests; (3) assisting tenants or tenant organizations in exercising their right to purchase; (4) informing tenants or tenant organizations relating to partner-investors and assigning TOPA rights; (5) conversion of use from rental housing to condominium or cooperative ownership by tenant elections, or conversion in lieu of tenant elections; (6) the Housing Assistance Payment program and relocation assistance; (7) tenant organization formation, incorporation, and registration; (8) protections for elderly or disabled tenants; (9) coercive or retaliatory activities; (10) tenant rights when rental housing is in foreclosure; (11) notices of intent to convert use from rental housing to condominium or cooperative ownership; and (12) relocation counseling for displaced tenants.

For RAD, service providers must demonstrate the ability to counsel and train tenants and tenant organizations on rent control provisions including properties that are regulated by or exempted/excluded from rent stabilization under the Rental Housing Act:

1) petition- based and annual rent increases.
2) executing and filing tenant petitions.
3) responding to landlord petitions.
4) protections for elderly and disabled tenants.
5) RAD's conciliation services.
6) notices to vacate and eviction procedures.
7) disclosures to tenants.
8) changes and decreases in services and facilities.

9) learning about and securing enforcement of housing condition regulations.
10) security deposits.
11) understanding lease provisions.
12) rent increases if a property is not under rent control.
13) appealing decisions of the Rent Administrator or the Office of Administrative Hearings; and
14) relocation counseling for displaced tenants. Note: Advocacy on behalf of tenant groups, or tenant rights assignees– including, but not limited to, legal advice or advocacy on tenants or tenant organizations' behalf in negotiations with a property owner–is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators, and not as advocacy groups. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns, or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a grantee is to ensure that tenants understand all available options.

Direct Counseling to Tenants and Tenant Groups: tenant counseling services will be designed to educate tenants in privately-owned properties about their legal rights and opportunities. This service is to be provided to tenants and tenant groups which are not subject to foreclosure and have not selected to exercise their Opportunity to Purchase Rights and/or Right of First Refusal under TOPA. It also includes providing other services and tenant education, which may not fall into the categories of services outlined above, such as eviction counseling, relocation counseling, apartment search, or apartment management.

DHCD seeks one or more organizations with the capacity to bring a range of resources to prevent involuntary displacement and to provide opportunities for continued affordable rental housing. Grantees must provide counseling services to tenants and tenant groups which include, but are not limited to: (1) outreach to tenant groups upon notice of one-year potential for subsidy expiration; (2) technical assistance in negotiations between owners and HUD relative to the renewal of federal subsidy contracts; (3) counseling for tenants in buildings where the subsidy will be lost and the tenant(s) must move; (4) counseling for tenants who are behind in their rent on best-action options; and (5) appropriately referring tenants who are in landlord/tenant disputes to all available resources. Grantees must also conduct research using the many databases and research tools available to identify properties that have a critical need for counseling assistance, including but not limited to DCHousingsearch.org. Note: Advocacy on behalf of tenant groups or tenants' rights assignee –including, but not limited to, legal advice or advocacy on tenants or tenant organizations behalf in negotiations

with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators and not as tenant advocates. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a prospective grantee is to ensure that tenants understand all available options.

Additional Legal Citations Governing Programs in Category C.

Applicants to provide any service in this Category and should review in detail the legal citations governing DHCD's rental accommodation functions:
(1) the Rental Housing Act of 1985, D.C. Official Code § 42-3501 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapters 38-44.
(2) the Rental Housing Conversion and Sale Act of 1980, D.C. Official Code § 42-3401 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapter 47.
(3) the Condominium Act of 1976, D.C.

Official Code § 42-1901 et seq.; (4) D.C. Official Code § 42-1901 et seq.; (5) the First Right to Purchase Program, title 14 of the District of Columbia Municipal Regulation, chapter 2700; and (6) Housing Conditions, Title 14 of the District of Columbia Municipal Regulations, Chapters 1-15. Submission of an application relevant to these services presumes that the applicant intends to meet all requirements to provide counseling to tenants and tenant groups pursuant to these above referenced citations.

3.3 Geographic Distribution of Services

The Department's decision to select one or more grantees to provide services will be influenced by the potential geographical distribution of service among the qualified applications received. Applicants can designate their proposed service areas in the District based on their by-laws, Board policies, etc. However, the Department reserves the right to designate any service areas it deems appropriate or necessary in making awards and negotiating grant terms. In reviewing the applicant pool, the Department's priority will be to ensure that excellent affordable housing counseling and training services are provided to all low- and moderate-income citizens of the District of Columbia. The Department will seek to bring parity in the quality of all housing services provided for all areas of the District through the award and ongoing management of these grants.

3.4 Marketing and Outreach

Marketing Plan to be submitted: Marketing and outreach are critical aspects of the grant's work. Grantees' efforts ensure these programs and services' success and desired impact. No Grantee or service is exempt from this requirement. Applicants must submit a detailed marketing and outreach plan for the services they are applying for. The plan should be detailed and not assume an understanding that has not been stated. Marketing should be included in the proposed budget and work plan.

DHCD will review and approve the marketing plan. In accordance with agency policy, marketing activities should highlight partnerships with and funding by DHCD.

Aspects of Marketing and Outreach to be considered:

- Continuous and consistent marketing and outreach are essential to achieving these services' objectives and maximizing public awareness of DHCD housing programs.
- Because of DHCD's diverse target population, grantees must utilize various marketing tools.
- Grantees are responsible for distributing DHCD program materials at community forums, public events, homeownership meetings, and fairs. Marketing and outreach may include but are not limited to, websites, email blasts, blogs, listservs, Twitter, Facebook, YouTube, Hope Hotline, flyers, door-to-door visits, community meetings, use of cable television (Channel 16), and public service announcements.

Coordinated with the Department: The grantee's marketing and outreach must be coordinated with DHCD. Grantees are expected to continually assess the success and impact of their marketing efforts to identify the most effective and efficient ways of reaching low– and moderate-income populations.

Participation in Department Marketing Activities: As required by DHCD, Grantees must participate in public activities and events related to housing opportunities. These may include but are not limited to tabling at events, participating in panel discussions, and providing speakers to groups, agencies, or organizations that request them.

DHCD Acknowledgement: Grantees must always acknowledge such housing assistance activities as Department of Housing and Community Development programs in any distributed print or electronic materials. DHCD must approve all such materials before distribution.

Use of DHCD Logo: All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or entirely, by the Department.

1. The written or printed materials must include the authorized DHCD logo.
2. Written or printed materials include, but are not limited to, newspaper, radio, and television announcements or advertisements. Websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.

4. The grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to the Grantee.
5. The grantee must provide copies of all marketing materials, brochures, flyers, and other materials that publicize grant-funded activities to the Grantor via email at dhcd.occo@dc.gov
6. The grantee shall publicize as appropriate to its constituency through social media, print, and online postings, DHCD communications, and events related to Grant-supported activities.

Diversity and Language Access in Marketing: Grantees must demonstrate the capability to effectively serve and communicate with the District's various non-English speaking and special needs populations. This means that marketing and outreach materials must be made available in multiple languages and media based on the needs of those populations. The grantee must demonstrate its intent and capability to comply with the District's Language Access Law. In addition, grantees must demonstrate the availability of appropriate staffing to ensure compliance with the District's Language Access Law.

3.5 Focus Areas and Neighborhood Revitalization Strategy Areas (NRSA)

DHCD has identified specific areas of the District as "Focus Areas." These Areas represent areas where the District has invested in funding to create and preserve affordable housing. Focus Areas follow main routes through the District and their associated neighborhoods. In many cases, business owners are centered on these major routes, while resident services will be seen as more appropriate for those in the communities. Applicants must ensure services are delivered to low- and moderate-income households or areas as part of their program (Housing Services, Small Business Technical Assistance, Façade Improvement). This is a CDBG requirement.

- For Housing Counseling applicants, these Focus Areas should be used to plan outreach activities to inform residents of their services.
- For SBTA and Façade grantees, the Focus Areas define the geographical areas of the District in which they will provide services. In this latter case, the Focus Areas define not only their outreach area but also their service area.

NRSAs Targeting East of the River

The Department obtained the HUD designation for the Neighborhood Revitalization Strategy Area (NRSA) for the Focus Areas in Wards 7 and 8. DHCD has designated areas of Historic Anacostia in the city's Southeast and Far Northeast communities as Neighborhood Revitalization Strategy Areas (NRSAs). This designation will allow the city to target Community Development Block Grant (CDBG) funding that supports economic and community revitalization efforts. These include Martin Luther King Jr Avenue, Marion Barry Avenue, Minnesota Avenue, and Benning Road. However, all areas of Ward 7 and Ward 8 remain the focus of the grantee's work and outreach.

For communities outside of the NRSA areas, DHCD has designated Focus Areas throughout the District. Applicants are encouraged to partner with other community-based organizations. This collaboration can include cross-disciplinary collaboration. For example, a Façade grantee may partner with an SBTA grantee to provide business owners various services encompassing both disciplines. Housing service grantees may partner to promote or provide services one grantee offers, but another may not. The key to collaboration is an outlook of being partners, not competitors.

The following is a list of the Focus Areas and some of their associated neighborhoods. The outreach plans can include other nearby neighborhoods, mindful of the low-income requirements. Each applicant is asked to select one or more Focus Areas for their application. Please note that this is a minimum, and applicants may choose more than three. Applicants will be asked to provide reporting on outreach activities.

The following is a list of the Focus Areas outreach plans, mindful of the low and income requirements.

Focus Areas/Neighborhoods

- **16th St NW Corridor** near the intersection with Havard St NW (Columbia Heights) in Ward 1
- **Georgia Ave and New Hampshire Ave NW Corridor** (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- **Rhode Island Ave and South Dakota Ave NE Corridor** (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 4 and Ward 5
- **M Street and South Capitol Streets SW Corridor** (Greenleaf and Waterfront) in Ward 6
- **Benning Road and Florida Ave NE Corridor** (NoMa/Ivy City/Trinidad) in Ward 5 and Ward 6
- **Minnesota Ave and Benning Rd NE Corridor** (Benning, Greenway) in Ward 7
- **Pennsylvania Ave and Minnesota Aves SE Corridor** (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- **East Capitol and Benning Rd Corridor** (Capitol View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- **Marion Barry Ave and Martin Luther King Aves SE Corridor** (Historic Anacostia, Fairlawn, Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- **Marion Barry Ave and Alabama Aves Corridor** (Skyland, Woodland, Garfield Heights) in Ward 8
- **Martin Luther King Ave and Alabama Ave Corridor** (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- **South Capital St and Chesapeake St SE Corridor** (Bellevue, Washington Highlands) in Ward 8

FY25 Housing Counseling Services Workplan

Organization Name:	University
Grant Number:	2025-12

Performance Period: 2/1/2025 to 09/30/2025

RFA Service #	Service Area	ected Num	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	NRSA Ward 7 & 8 All Services	Total
A1	HUD Housing Counseling	66	Number of First Time Homebuyers Purchasing Homes	Public Service or NRSA	$32,621.74	$97,865.21	$231,976.80	$362,463.75
A1		132	Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		363	Number of 1:1 Counseling Sessions (Budget & Credit)					
A1		264	Number of unduplicated households					
A1		4620	Number of 1:1 Homebuyer Counseling Sessions					
A1		1133	Number of unduplicated households					
A2	8-Hour Homebuyer Class	20	Number of 8-hour Homebuyer Educations Classes	Public Service or NRSA	$5,685.42	$17,056.26	$40,429.67	$63,171.35
A2		132	Number of Attendees of 8-hour Homebuyer Classes					
A2		93	Number of DHCD Certificates issued					
A3	HPAP (EAHP/NEAHP)	26	Number of HPAP Pre Purchase Orientations conducted	Non-Public Service or NRSA	$19,666.20	$58,998.60	$139,848.55	$218,513.35
A3	(NPS ONLY)	106	Number of Attendees at HPAP Orientations					
A3		132	Number of Files submitted to HPAP Administrators					
A3		3960	Number of 1:1 HPAP Counseling Sessions					
A3		1320	Number of unduplicated households					
A4	IZ/ADU Orientations	26	Number of IZ Orientations Conducted	Public Service or NRSA	$2,796.14	$8,388.41	$19,883.63	$31,068.18
A4		330	Number of Attendees at IZ Orientations					
A4		264	Number of DHCD Certificates issued					
A5	IZ/ADU Income Certifications	165	Number of IZ/ADU Income Cetifications completed	Public Service or NRSA	$932.03	$2,796.09	$6,627.77	$10,355.89
A6	PADD	3	Number of PADD group training/coaching	Public Service or NRSA	$932.04	$2,796.09	$6,627.77	$10,355.90
A6		26	Number of Attendees at PADD group training					
A6		33	Number of 1:1 PADD sessions (if applicable)					
A6		26	Number of unduplicated households receiving 1:1 PADD sessions					
A6		26	Number of PADD Income Certifications					
A7	General Housing Services & Information (Group Training)	99	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
A7		1320	Number of Attendees at Financial Literacy Trainings					
A7			Number of Homebuyer Clubs Meetings					
A7			Total of Attendees at Homebuer Club Meetings					
A7			Number of group trainings or workshops not reported in other categories					
A7			Number of Attendes at group trainings or workshops not reported in other categories					
B10	Eviction Counseling	3	Number of Eviction workshops	Public Service or NRSA	$1,848.07	$5,544.20	$13,141.82	$20,534.09
B10		17	Number of Attendees at Eviction workshops					
B10		7	1:1 Eviction Counseling					
B10		7	Unduplciated households 1:1 Eviction Counseling					
B10			Number referred to Attorney(s) for Legal Services					
B10			Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)					
B10			Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)					
B10		7	Number Evictions Prevented					
B11	SFRR	16	Number of SFRRP Orientations conducted (required)	Public Service or NRSA	$6,524.35	$19,573.00	$46,395.40	$72,492.75
B11		132	Number of 1:1 Intake sessions					
B11		66	Number of unduplicated households					
B11		27	Number of complete applications submitted in SFRRP Portal					
B12	Legal Services for Seniors, Coops and Condos		Senior households receiving legal services	Public Service or NRSA				$0.00
B12	(Law Firm Subrecepients Only)		Coop Associations receiving legal services					
B12			Condo Associations receiving legal services					
B12			Number of Pro Bono Legal Services Recruited and Retained					
B12			Number of Trainings for Law Firms (Trainings)					
B12			Number of Attendees at trainings for Law Firms (Attendees)					
B12			Number of new partnerships initiated					
B12			Total Number of Trainings to and work with Pro Bono Provided					
B12			Number of outreach presentations conducted					
B12			Number of outreach activities conducted					
B12			Number of Senior Households that received Legal Counsel or Consultation					
B12			Number of Senior households that received Legal Representation					
B12			# of clients helped with Schedule H					
B12			# of clients helped with life planning docs					
B12			# pro bono attorneys engaged in housing-related matters					
B12			# veterans receiving legal counsel/advice					

Marketing		3	Other Tabling Events	Public Service or NRSA				$0.00
Marketing		6600	Flyers Distributed					
Marketing		198	Social Media Posts (Facebook, LinkedIn, Instagram)					
Marketing		27	Mailings					
Marketing			Paid Advertizing (display ads in print)					
Marketing		8	Other--radio ads					
Marketing			Other					
	TOTALS	23309			$34,307.50	$282,921.44	$670,630.96	$1,047,859.90

Exhibit B Budget

- Schedules A (3-1) and A (3-2) for the First Performance Period

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

Rev. 12/09/2024

ORGANIZATION NAME:	University Legal Services
PERIOD OF PERFORMANCE:	2/1/2025-9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	
WARD (if applicable):	
TYPE OF ACTIVITY:	

***Instructions:** Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$797,744.73	$237,909.71	$1,035,654.44
Accounting Consultants	$2,436.05	$6,268.67	$8,704.72
Space	$65,000.00	$209,244.00	$274,244.00
Utilities	$4,000.00	$7,533.33	$11,533.33
Telephone	$3,000.00	$5,000.00	$8,000.00
Consumables	$10,100.00	$39,200.00	$49,300.00
Marking & Outreach	$6,000.00	$0.00	$6,000.00
Storage	$7,403.59	$16,800.00	$24,203.59
Triple Net Lease	$33,350.00	$0.00	$33,350.00
Internet	$2,263.54	$0.00	$2,263.54
Due/Subscription	$20,000.00	$22,000.00	$42,000.00
Credit Report-NE/SE/MH	$1,300.00	$0.00	$1,300.00
Total Direct Cost	$952,599.91	$543,953.71	$1,496,553.62
Total Indirect Costs (De Minimis Cost Rate 15%)	$95,259.99		$0.00
Total Costs	$1,047,859.90	$543,953.71	$1,496,553.62

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 12/09/2024

ORGANIZATION NAME:	University Legal Services
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 to 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Number of Hours	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
Personnel Subtotals						$664,787.28
				Fringe Benefits (Max 20%)		$132,957.46
				Total NBAP Grant Personnel Costs		$797,744.73

Exhibit C Required Reporting

- Monthly Performance Report
- Monthly Report of Group Trainings
- Monthly Report on Outreach and Marketing Activities
- Monthly Reporting of Special Activities
- Monthly Reporting of changes in personnel relative to grant work and payroll
- Quarterly Beneficiary Data
- Quarterly Language Access Report
- Quarterly Data Report

DC Department of Housing and Community Development

Deadline 00/00/0000

FY25 RFA: Housing Services

ZoomGrants Help [hide this]

Creating a New Application to Submit
The 'Saving' screen is still flashing...now what?
Missed Deadline FAQs
Invite Collaborators to Work on Application

Applicant View

Application Status: Not Submitted

Basic Information Part I and II-Application Narrative Questions Budget Organizational and Financial Capacity

Required Attachments Activity Log

Report: **OVERDUE** Report Totals

Ask a Report Question

(answers are saved automatically when you move to another field)

Instructions Show/Hide

As in the past, Performance Reporting is divided into three sections:

- **Workplan Metrics** (numbers only),
- **Accomplishment Narrative** (Text Boxes), and
- **Various uploads** (spreadsheets usually).

This data is extremely important. Reports can affect performance goals and funding. Your reports are used to report to the City Administrator, the Mayor (including DMPED) and to the District Council and its Committee on Housing. Where uploads are required, **use excel files or Word files.** This will allow your information to be uploaded into the database and reported to District leaders.

For **Workplan Metrics,** use only numbers or leave it blank. **Letters such as N/A are to be avoided.** This will make your report impossible to be uploaded in the DHCD database and will require your corrections. Only numbers zero (0) and above can be used. If a metric is left blank, it will be treated as a zero.

In the **Accomplishment Narrative**, text boxes are provided to provide statements of activities or the information requested. In the first Report, please answer Question 22 (Points of Contact) with all points of contact for the areas mentioned. Thereafter in subsequent months, if there are no changes, it is okay to say, "No Changes". The same is true for Question 21 (staffing). Please answer Question 23 (Success Stories), Question 24 (Good News), Question 25 (Other DC agencies and initiatives). Question 26 is important. Remember the RFA asked applicants to align outreach to the Focus Areas mentioned on pages 33 and 34 of the RFA. Mentioning specific Focus Areas in the narrative for Q26 is helpful.

The **Document Upload** section is where excel spreadsheets (usually, sometimes Word Documents) are uploaded. **PDFs cannot be uploaded into database.** [The District of Columbia is fortunate to have many DC Based Programs such as HPAP, IZ/ADU, PADD, SFRRP, TOPA, HRA/RAD related activities, as well as direct services to tenants and tenant groups, and services to Condo/Coop Associations. DHCD staff need monthly reporting in order to better do their work and respond to the needs of DC citizens. These reports are shared directly with the appropriate program manager.]

There three areas of your activities will be reported on a monthly basis to help us meet our HUD and DC Government requirements and the needs of DC residents.

Reporting for Fiscal Year 2025 will begin with Report # 1. The end of Government's fiscal year (9/30/2025) will conclude with Report # 10 and the close-out of FY25 Purchase Orders. The complete schedule is below for the monthly report.

Other Reporting: Beneficiary Data and Language Access

Other reports are also required. These include **Beneficiary Report** and **Language Access Report.** These two reports are required on a quarterly basis. These reports will not be answered within ZoomGrants. The Office of Program Monitoring will provide the spreadsheets to use for these quarterly reports. Please see your Grant Agreement for additional information about the monthly and quarterly reports. Please note, the Beneficiary Report corresponds to the sources and uses of your Grant Agreement. A separate Beneficiary Report is needed for each type of funding awarded: Public Service (PS), Non-Public Service (NPS) and NRSA Wards 7 & 8 PS and NPS.

These quarterly reports will be due:

Oct/Nov/Dec 2/24/2025

Jan/Feb/March 4/10/2025

April/May/June 7/10/2025

July/August/Sept 10/10/2025

Please note we cannot extend these deadlines since they are HUD's deadlines and not in our control. Please submit your report on schedule.

Please remember HUD views reporting and reimbursement requests as inseparable and therefore to be coordinated at the same time. Please avoid not filing on the deadline.

Monthly Reporting on Performance and Accomplishments

Report Number Period Covers Due Date

Report Number	Period Covers	Due Date	Notes
Report 1	FY25 Q1 (Oct/Nov/Dec)	03/03/2025	
Report 2	January	03/03/2025	
Report 3	February	03/10/2025	
Report 4	March	04/10/2025	
Report 5	April	05/10/2025	
Report 6	May	06/10/2025	
Report 7	June	07/10/2025	
Report 8	July	08/10/2025	
Report 9	August	09/10/2025	
Report 10	September	10/10/2025	

In ZoomGrants reporting, there are data questions. Please enter only a whole number. If a particular question doesn't apply to your statement of work and workplan, please enter zero. The narrative questions also require a response. If there is nothing to report in the narrative, please enter a statement such as "No changes" or "Not applicable".

Report 1: 3/3/2025

This report is OVERDUE. Submit Report 1

Agency

This is a branching question. The system will remove questions that do not apply to you based on your answer to Question #1.

Please disregard the number sequencing.

1. Identify Your Agency Name

This is a branching question. Only the questions that apply to your agency will appear.

- ○ CARECEN-Central American Resource Center
- ○ Centro de Apoyo Familar

- ○ Greater Washington Urban League, Inc.
- ○ Housing Counseling Services
- ○ Latino Economic Development Corporation of Washington DC
- ○ Legal Counsel for the Elderly
- ○ Lydia's House in Southeast, Inc.
- ○ Manna, Inc.
- ○ Marshall Heights Community Development Organization, Inc.
- ○ Mi Casa
- ○ Neighborhood Legal Services Program of the District of Columbia
- ○ University Legal Services

Workplan Accomplishment Metrics

2. A1: HUD Housing Counseling

Ignore the auto-total number.

Number of First Time Homebuyers Purchasing Homes

Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)

Number of 1:1 Counseling Sessions (Budget & Credit)

Number of unduplicated households

Number of 1:1 Homebuyer Counseling Sessions

Number of unduplicated households

3. A2: 8-Hour Homebuyer Class

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of 8-hour Homebuyer Educations Classes

Number of Attendees of 8-hour Homebuyer Classes

Number of DHCD Certificates issued

4. A3: HPAP (EAHP/NEAHP)

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of HPAP Pre Purchase Orientations conducted

Number of Attendees at HPAP Orientations

Number of Files submitted to HPAP Administrators

Number of 1:1 HPAP Counseling Sessions

Number of unduplicated households

5. A4: IZ/ADU Orientations

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of IZ Orientations Conducted

Number of Attendees at IZ Orientations

Number of DHCD Certificates issued

6. A5: IZ/ADU Income Certifications

Ignore the auto-total number.

Number of IZ/ADU Income Cetifications completed

7. A6: PADD

Ignore the auto-total number.

Number of PADD group training/coaching

Number of Attendees at PADD group training

Number of 1:1 PADD sessions (if applicable)

Number of unduplicated households receiving 1:1 PADD sessions

Number of PADD Income Certifications

8. A7: General Housing Services & Information (Group Training)

Ignore the auto-total number.

Number of Financial Literacy Trainings (including but not limited to credit & budgeting)

Number of Attendees at Financial Literacy Trainings

Number of Homebuyer Clubs Meetings

Total of Attendees at Homebuer Club Meetings

Number of group trainings or workshops not reported in other categories

Number of Attendes at group trainings or workshops not reported in other categories

9. B8: General Home Management (Post Purchase Non-Delinquent)

Ignore the auto-total number.

Number of Homeownership Preservation Workshops

Number of Attendees at Homeownership Preservation Workshops

Number of Post-Purchase Workshops (not including Homeownership Preservation)

Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)

Number of 1:1 Post-Purchase Counseling Sessions

Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions

10. B9: Foreclosure Counseling

Ignore the auto-total number.

Number of Foreclosure Workshops

Number of Attendees at Foreclsoure Workshops

Number of 1:1 Foreclosure Counseling Sessions

Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number of Foreclsoures Prevented

11. B10: Eviction Counseling

Ignore the auto-total number.

Number of Eviction workshops

Number of Attendees at Eviction workshops

1:1 Eviction Counseling

Unduplciated households 1:1 Eviction Counseling

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number Evictions Prevented

12. B11: SFRR

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of SFRRP Orientations conducted (required)

Number of 1:1 Intake sessions

Number of unduplicated households

Number of complete applications submitted in SFRRP Portal

13. B12: Legal Services for Seniors, Coops and Condos

Ignore the auto-total number.

Senior households receiving legal services

Coop Associations receiving legal services

Condo Associations receiving legal services

Number of Training for Law Firms

Number of Attendees at law firm training

Number of outreach activities

Number of new partnerships initiated

Number of clients helped with Schedule H

Number of clients helped with life planning docs

Number pro bono attorneys engaged in housing-related matters

Number veterans receiving legal counsel/advice

14. B13: Technical Assistance for Coop

Ignore the auto-total number.

Number of Co-Op Associations receiving Technical Assistance

Number of Action Plans written for Co-Op Associations

Number of Successful Outcomes for Co-Op Associations

Number of Asset Management Improvement Services Provided for Co-Op

Number of Asset Management Tactical Support Services Provided to Co-Op

Number of Consultative Services Provided to Co-Op Associations and Clients

Number of Legal Assistant Services provided to Distressed Co-Op Associations

Number of Organization Sustainability Tactical Support Services Provided to Co-Ops

Number of Ownership Educations Sessions provided to different ownership models including shared equity

Number of Relocation Plans completed and accepted for Co-Ops

Numbers of Trainings on Board Operations Governance & Management to Co-ops

Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management

Number of written Asset Management & Sustainability Plans for Co-Ops

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Co-Op Associations

Number of Associations (Coops) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Co-Op Associations

15. B13: Technical Assistance for Condo Associations

Ignore the auto-total number.

Number of Condo Associations receiving Technical Assistance

Number of Action Plans written for Condo Associations

Number of Successful Outcomes for Condo Associations

Number of Asset Management Improvement Services Provided for Condo

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo

Number of Asset Management Tactical Support Services Provided to Condo

Number of Legal Assistant Services provided to Distressed Condo Associations

Number of Consultative Services Provided to Condo Associations and Clients

Number of Organization Sustainability Tactical Support Services Provided to Condo Associations

Number of Relocation Plans completed and accepted for Condo Associations

Numbers of Trainings on Board Operations Governance & Management to condo associations

Number of written Asset Management & Sustainability Plans for Condo Associations

Number of Associations (Condos) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Condo Associations

16. B14: Technical Assistance for Small Apartment Owners (25 units and less)

Ignore the auto-total number.

Number of Inquiries Received

Number of Owners/Managers receiving Services

Number of Action Plans Written

Number of Action Plans Implemented/Completed

Number of Owners/Managers needing Asset Management Guidance

17. C15: TOPA Pre-Purchase Counseling & Training

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Meetings with Tenant Association

Number of Attendees at TOPA Meetings

Number of TOPA Training Workshops to Tenants

Number of Attendees at TOPA Training Workshops

18. C16: TOPA Post-Purchase Counseling & Training

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Post Purchase Training Workshops

Number of Attendees at TOPA Post Purchase Workshops

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

19. C17: Tenant Counseling for HRA - Rental Accommodation Division

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

Number of Attendees at group training/coaching

20. Marketing & Outreach

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Housing Fairs

Other Tabling Events

Flyers Distributed

Social Media Posts (Facebook, LinkedIn, Instagram)

Mailings

Paid Advertising (display ads in print)

Other

Accomplishment Narrative

21. Staffing Information: Any changes (terminations or new hires) in staff members who are on the grant? Or in the Executive Leadership or Management Team? Number of HUD Certified Counselors (expressed as FTEs) on staff at the

end of this reporting period?

Maximum characters: 1000. You have 1000 characters left.

22. Who are the current Points of Contact and email for the following: 1) Executive Leader (NOTE: Executive leader is copied on all communication): 2) Grant/Fund Development: 3) Grant/Accounting: 4) Program Managers/Directors/Supervisors:

Maximum characters: 1000. You have 1000 characters left.

23. Please provide us with client success story/stories for this quarter by program. You may provide a link to an article that has been written for other purposes (newsletter, website, or newspaper article).
Redact (use a pseudonym) for any client name or other personal identifying information if you have not received a release.

Maximum characters: 3000. You have 3000 characters left.

24. Any good news to share? Any events and activities coming up? (e.g. obtained other grant funds to leverage DHCD grant, Open Houses, Presentations, Community Events, etc.)
Upload a calendar of upcoming program events (in-person or webinars).

Maximum characters: 3000. You have 3000 characters left.

25. Describe your organization's involvement in other projects or initiatives with other District agencies.

Maximum characters. 3000. You have 3000 characters left.

26. Describe your marketing and outreach during this period. What groups or areas did you market to, numbers, and in what way did you contact them (mail, event, email, personal, media, etc.)?

Maximum characters: 3000. You have 3000 characters left.

27. Describe any specific obstacles (if any) to your organization's program or service delivery during this period?

Maximum characters: 3000. You have 3000 characters left.

Documents Requested *	Required?	Uploaded Documents *	
ALL: Procurement Report, as applicable Download template: Procurement Report			Upload
ALL: Language Access for Outreach and Group Sessions Download template: Language Access for Outreach and Group Sessions	Required		Upload
ALL: Calendar of Next Quarter (3 months) of Orientations, Trainings, Workshops & 8-Hour Classes	Required		Upload
A-2 HBE 8-Hour Class Attendance Certificates Download template: A-2 HBE 8-Hour Class Attendance Certificates			Upload
A-3 Homebuyer Assistance Program Intake Download template: A-3 Homebuyer Assistance Program Intake			Upload
A-4 IZ Orientation Attendance Certificates Download template: A-4 IZ Orientation Attendance Certificates			Upload
B-11 SFRRP Intake Download template: B-11 SFRRP Intake			Upload
C-15 and C-16 TOPA Reporting Download template: C-15 and C-16 TOPA Reporting			Upload
C-17 Training for Tenants and Tenant Organizations Download template: C-17 Training for Tenants and Tenant Organizations			Upload

** ZoomGrants™ is not responsible for the content of uploaded documents.*

CDBG PUBLIC SERVICE* HOUSING COUNSELING (HC) PROGRAM

HEAD OF HOUSEHOLD DEMOGRAPHICS

IDIS Number	
Community Based Organization (CBO)	
National Objective/Matrix Code	
Project Analyst	
Proposed HOUSEHOLDS TO Serve	
Total HOUSEHOLDS Served	
Difference Used for CAPER Analysis	

Tip #1	Avoid Duplicative Reporting
Tip #2	Complete each cell; even if N/A (Not Applicable)
Tip #3	Do not complete Grayed-Out Cells
Tip #4	Based on HEAD of HOUSEHOLD
Tip # 5	Submit Quarterly
Tip #6	Public Service - HC that cannot show proof a home was purchased.
Tip # 7	OPM - Kelly Ann Morrow, DHCD Grant Management Officer, kelly-ann.morrow@dc.gov

HEAD OF HOUSEHOLD CHARACTERISTICS

Race/Ethnicity/Household Composition	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
White	0			0	0																					0	0	0
Black/African American	0	0		0	0																					0	0	0
Asian	0	0		0	0																					0	0	0
Native American/Alaskan Native				0	0																					0	0	0
Native Hawaiian/Other Pacific Islander				0	0																					0	0	0
Native American/Alaskan Native & White				0	0																					0	0	0
American Indian/Alaskan Native & White				0	0																					0	0	0
Asian & White				0	0																					0	0	0
Black/African American & White				0	0																					0	0	0
Native American/Alaskan Native & Black/African American				0	0																					0	0	0
Other Multi Racial				0	0																					0	0	0
Did Not Report				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Income Data (In accordance with HUD Part 5)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
Extremely Low 0-30 %				0	0																					0	0	0
Low 31%-50%				0	0																					0	0	0
Moderate 51%-80%				0	0																					0	0	0
Non-Low/Moderate 81% - 110%				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Additional Data (Does not apply to Single Family Residential Rehabilitation Program)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
With New or Continuing Access to Service or Benefit	0			0	0																					0	0	0
With Improved Access to Service or Benefit				0	0																					0	0	0
Received a Service or Benefit that is No Longer Substandard				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Language Access

The recent Executive Order of the President makes English the Official Language of the United States.

Grantees may translate forms, document, trainings into other languages as they deem appropriate for the benefit of clients.

Grantees may also make provision for clients to have access who are English Proficient/Non-English Proficient (LEP/NEP).

The Language Access line remains available to Grantees. OPM can provide the phone number.

Grantees are encouraged to report on a quarterly basis concerning language accommodation for clients.

Tracking includes:

- Language
- Use of interpreter, bi-lingual staff person or language access telephonic line
- Used on the group basis or individual and the number of each

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit D Method to determine Client Eligibility for Services

Method to determine Client Eligibility for Services:
By Household

DHCD will provide the spreadsheet to use for this Quarterly Report

If a grantee has two or three sources/uses of grant funds, a separate report is needed for each.

Sources/Uses includes

1. Public Services (PS),
2. Non-Public Services (NPS) and
3. NRSA Wards 7 & 8 PS & NPS.

For each the Household report includes:

Section 1

Grantees will provide the following information concerning race/ethnicity which shall be recorded by

- Ward,
- Head of Household,
- Tenant/Owner

White
Black/African American
Asian
Native American/Alaskan Native
Native Hawaiian/Other Pacific Islander
Native American/Alaskan Native & White
American Indian/Alaskan Native & White
Asian & White
Black/African American & White
Native American/Alaskan Native & Black/African American
Other Multi Racial
Did Not Report
TOTAL

Section 2

Also, each household shall be counted by income category using the CDBG income categories and dollar amounts. (See chart in this exhibit.)

Section 3

Lastly, each household shall be counted by CDNG service category.

With New or Continuing Access to Service or Benefit
With Improved Access to Service or Benefit
Received a Service or Benefit that is No Longer Substandard

The Number of Households in each of the above calculations be the same. That is, if 100 households are reported in Section 1, there must be 100 in reported also in Sections 2 and 3.

This procedures is repeated for:

- Non-Public Service Activities
- NRSA Wards 7 & 8 Public Service and Non-Public Service

INCOME LIMITS WITH UNCAPPED LIMITS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
U.S. Department of Housing and Urban Development (HUD) FY 2023
Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	**84,400**	**96,450**	**108,500**	**120,550**	**130,200**	**139,850**	**149,500**	**159,150**

	Median Income	**Family Four Low Income Limit**
DC	**$152,100**	**$95,300**

This grant will consider eligibility based on Household Beneficiary Data

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit E Budget Modification Form

BUDGET MODIFICATIONS

To request a Budget Modification, please reach out to your Point of Contact with Community Services to request the excel file.

The excel file should be returned to Community with the details (below) about your request. You may also send a PDF of the excel file in addition to the excel file itself. The excel is needed to upload to the database.

There should be a cover letter from the Executive Director requesting the modification as outlined in excel file attached. Only the Executive Director as a signatory to the Grant Agreement can request a Budget Modification.

The Excel file will guide you through the process.

The Excel template asks you for each line item in the A 3-2 (Personnel) to indicate the current budget and the requested budget modification for:

- Hourly rate
- Number of Hours to be charged to the Grant (total for the year)

Similarly for the A 3-1 the template asks the current Budget Amount for each line item and the requested modification amount for each line item in the A 3-1.

Each line item in the A 3-1 and A 3-2 must be included in the Modification.

The deadline to request a Budget Modification is June 1st of each year.

The Community Services team is available to provide technical assistance.

Cost Category	Current Budget	Increase (Decrease)	Requested Modificastion Amount
Personnel (Salary & Fringe)	$0.00	$0.00	$0.00
Credit Report	$0.00	$0.00	$0.00
Space	$0.00	$0.00	$0.00
Insurance	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Training	$0.00	$0.00	$0.00
IT Services & Support	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$0.00	$0.00	$0.00
Total Indirect Costs (De Minimis Cost Rate 15%)	$0.00		$0.00
Total Costs	$0.00	$0.00	$0.00

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit F Drug Free Workplace Certification

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code. and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - lll, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. Debarment, Suspension, And Other Responsibility Matters (Direct Recipient)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

1. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F. for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020. Notice shall include the identification number(s) of each effected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and incising termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (1), (c), (d), (e), and (f).

B. The applicant may insert in the space provided below the sites) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Drug-Free Workplace (Grantees who are Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, subpart F, for grantees as defined at 28 CFR Part 67; Sections 67 615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020.

As the duly authorized representative of the applications,
I hereby certify that the applicant will comply with the above certifications.

University Legal Services
220 I Street, NE Ste 130
Washington, D.C. 20002

1. Grantee Name and Address

Housing Counseling Services 2025-12

2. Application Number and/or Project Name

52-0902922

3. Grantee IRS/Vendor Number

Jane M. Brown, Executive Director

4. Typed Name and Title of Authorized Representative

Jane Brown

5. Signature

10/3/24

6. Date

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit G Service Area Eligibility

This grantee provides services to residents of all DC Wards and will focus on the neighborhoods in these corridors where DHCD has invested resources for housing development.

- 16th St NW Corridor near the intersection with Havard St NW (Columbia Heights) in Ward 1
- Georgia Ave and New Hampshire Ave NW Corridor (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- Rhode Island Ave and South Dakota Ave NE Corridor (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 5
- M and South Capitol Streets SW Corridor (Greenleaf/Waterfront) in Ward 6
- Benning Road and Florida Ave NE Corridor (NoMa/Ivy City/Trinidad) Ward 6
- Minnesota Ave and Benning Rd NE Corridor (Benning, Greenway) in Ward 7
- Pennsylvania Ave and Minnesota Aves SE Corridor (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- East Capitol and Benning Rd Corridor (Capital View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- Marion Barry Ave and Martin Luther King Aves SE Corridor (Historic Anacostia, Fairlawn Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- Marion Berry Ave and Alabama Aves Corridor (Skyland, Woodland, Garfield Heights) in Ward 8
- Martin Luther King Ave and Alabama Ave Corridor (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- South Capital St and Chesapeake Aves SE Corridor (Bellevue, Washington Highlands) in Ward 8

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit H Insurance Requirements

DHCD-BILL WINSTON-GRANT FOR VARIOUS COMMUNITY-BASED ORGANIZATIONS HOUSING COUNSELING AND SERVICES AF07082024

INSURANCE

A. GENERAL REQUIREMENTS. The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this grant, the types of insurance specified below. The Grantee shall submit a Certificate of Insurance to the Grant Administrator (GA) giving evidence of the required coverage prior to commencing performance under this grant. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the GA.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Grantee and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this grant, with the understanding that any affirmative obligation imposed upon the insured Grantee or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its subcontractors, and not the additional insured. The additional insured status under the Grantee's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the GA in writing. All of the Grantee's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Grantee or its subcontractors, or anyone for whom the Grantee or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the GA with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the GA in writing), covering liability for all ongoing and completed operations of the Grantee and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an

Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or it's equivalent) to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the GA in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee in connection with work under this agreement, with a minimum combined single limit of $1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Grantee shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Defense costs shall be in addition to and not erode the limits of liability
e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or it's equivalent)

3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

   Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   The Workers Compensation and Employers Liability shall be further endorsed to:
   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

   Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   The Workers Compensation and Employers Liability shall be further endorsed to:
   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the GA of commercial umbrella or excess liability insurance with minimum limits of $5,000,000 per occurrence and $5,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS
Any and all subcontractors engaged by Grantee for work under this agreement shall be required to have the same insured required of Grantee. Should the Grantee wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Grantee shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Grantee. In either instance, the Grantee must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

E. DURATION. The Grantee shall carry all required insurance until all grant work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this grant and two years for non-construction related grants.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the Grantee's liability under this grant.

G. CONTRACTOR'S PROPERTY. Grantee and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.

H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the grant price.

I. NOTIFICATION. The Grantee shall ensure that all policies provide that the GA shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Grantee no long complying with the above requirements. The Grantee shall provide the GA with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the GA with an updated Certificate of Insurance should its insurance coverages renew during the grant. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Grantee at least 30 days' notice of the change. Grantee must comply, at your expense, and deliver to the GA evidence of compliance before the change becomes effective.

J. CERTIFICATES OF INSURANCE. The Grantee must send to GA, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Grantee must also provide us with evidence of renewal before the expiration date of each insurance policy. Grantee is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . Certificates of insurance must reference the corresponding grant number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:
William Winston, Grant Administrator (DHCD)
1909 Martin Luther King Jr Av SE, Washington DC 20020
771-208-9628
Bill.winston@dc.gov

The GA may request and the Grantee shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Grantee expires prior to completion of the grant, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the GA prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the GA on an annual basis as the coverage is renewed (or replaced).

K. DISCLOSURE OF INFORMATION. The Grantee agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Grantee, its agents, employees, servants or subcontractors in the performance of this grant.

L. CARRIER RATINGS. All Grantee's and its subcontractors' insurance required in connection with this grant shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.

M. WARRANTIES. When applicable, the Grantee should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). GA should collect, review for accuracy, and maintain all warranties for goods and services.

Exhibit I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

DHCD Contract No. 2025-12
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT B

FY 2026 Statement of Work
and
Workplan

Applicant's Name: University Legal Services Inc.
RFA FY25

Services to be provided in FY26

The Grantee is funded to provide the service(s) identified herein *(see below)*. Services are to be provided by the Grantee in accordance with the description, conditions and procedures identified in Section 3.2 of the RFA FY25 for Housing Services (incorporated herein by reference); provided however, DHCD may alter descriptions, conditions and procedures at any time.

Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A6: Income Certification for the Property Acquisition and Disposition Division (PADD) Applicants

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B13: Technical Assistance for Coop and Condo Associations

CATEGORY C: TENANTS AND TENANT GROUPS
C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

FY26 Housing Counseling Services Workplan

Organization Name: University Legal Services, Inc.
Grant Number: 2025-12

Performance Period: 10/1/25-9/30/26

RFA Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	NRSA Ward 7 & 8 All Services	Total
A1	HUD Housing Counseling	100	Number of First Time Homebuyers Purchasing Homes	Public Service or NRSA	$42,848.43	$156,900.56	$338,121.40	**$537,870.39**
A1		132	Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		7447	Number of 1:1 Counseling Sessions (Budget & Credit)					
A1		1380	Number of unduplicated households					
A1		7447	Number of 1:1 Homebuyer Counseling Sessions					
A1		1380	Number of unduplicated households					
A2	8-Hour Homebuyer Class	20	Number of 8-hour Homebuyer Educations Classes	Public Service or NRSA	$7,561.48	$27,410.40	$59,546.71	**$94,518.59**
A2		165	Number of Attendees of 8-hour Homebuyer Classes					
A2		100	Number of DHCD Certificates issued					
A3	HPAP (EAHP/NEAHP)	30	Number of HPAP Pre Purchase Orientations conducted	**Non-Public Service or NRSA**	$26,465.21	$95,936.38	$208,413.51	**$330,815.10**
A3	(NPS ONLY)	130	Number of Attendees at HPAP Orientations					
A3		150	Number of Files submitted to HPAP Administrators					
A3		4000	Number of 1:1 HPAP Counseling Sessions					
A3		1320	Number of unduplicated households					
A4	IZ/ADU Orientations	30	Number of IZ Orientations Conducted	Public Service or NRSA	$3,780.74	$13,705.20	$29,773.40	**$47,259.34**
A4		350	Number of Attendees at IZ Orientations					
A4		264	Number of DHCD Certificates issued					
A5	IZ/ADU Income Certifications	165	Number of IZ/ADU Income Cetifications completed	Public Service or NRSA	$1,134.22	$4,111.56	$8,932.00	**$14,177.78**
A6	PADD	3	Number of PADD group training/coaching	Public Service or NRSA	$1,260.25	$4,568.40	$9,924.45	**$15,753.10**
A6		26	Number of Attendees at PADD group training					
A6		33	Number of 1:1 PADD sessions (if applicable)					
A6		26	Number of unduplicated households receiving 1:1 PADD sessions					
A6		26	Number of PADD Income Certifications					
A7	General Housing Services & Information (Group Training)	120	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)	Public Service or NRSA	$0.00	$0.00	$0.00	**$0.00**
A7		1400	Number of Attendees at Financial Literacy Trainings					
B10	Eviction Counseling	10	Number of Eviction workshops	Public Service or NRSA	$2,520.50	$9,136.80	$19,848.91	**$31,506.21**
B10		40	Number of Attendees at Eviction workshops					
B10		7	1:1 Eviction Counseling					
B10		7	Unduplciated households 1:1 Eviction Counseling					
B10		7	Number Evictions Prevented					
B11	SFRR	25	Number of SFRRP Orientations conducted (required)	Public Service or NRSA	$8,821.73	$31,978.79	$69,471.20	**$110,271.72**
B11		140	Number of 1:1 Intake sessions					
B11		75	Number of unduplicated households					
B11		40	Number of complete applications submitted in SFRRP Portal					
B13	Technical Assistance for Co-Ops and Condo Associations	12	Number of Co-Op Associations receiving Technical Assistance	Public Service or NRSA	$6,301.24	$22,842.00	$49,622.50	**$78,765.74**
B13	Coops	12	Number of Action Plans written for Co-Op Associations					
B13	Coops	54	Number of Successful Outcomes for Co-Op Associations					
B13	Coops	54	Number of Asset Management Improvement Services Provided for Co-Op					
B13	Coops	24	Numbers of Trainings on Board Operations Governance & Management to Co-ops					
B13	Coops	12	Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management					
B13	Coops	12	Number of written Asset Management & Sustainability Plans for Co-Ops					
B13	Coops and Condos	9	Number of Associations (Coops and Condos) referred to private/ nonprofit Law Firm					
B13	Coops and Condos	4	Number of Trainings on Development including Relocation and Construction Management					
B8		10	Number of Post-Purchase Workshops (not including Homeownership Preservation)	Public Service or NRSA	$3,780.74	$13,705.20	$29,773.40	**$47,259.34**
B8		30	Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)					
B8		13	Number of 1:1 Post-Purchase Counseling Sessions					
B8		30	Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions					
B9	Foreclosure Counseling	15	Number of Foreclosure Workshops	Public Service or NRSA	$6,301.24	$22,842.00	$49,622.30	**$78,765.54**
B9		50	Number of Attendees at Foreclsoure Workshops					
B9		66	Number of 1:1 Foreclosure Counseling Sessions					
B9		99	Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions					
B9		99	Number of Foreclosures Prevented					
C15	TOPA Pre-Purchase Counseling & Training	2	Number of TOPA Meetings with Tenant Association	Public Service or NRSA	$1,260.24	$4,568.40	$9,924.45	**$15,753.09**
C15		20	Number of Attendees at TOPA Meetings					
C15		3	Number of TOPA Training Workshops to Tenants					
C15		14	Number of Attendees at TOPA Training Workshops					
C16	TOPA Post-Purchase Counseling & Training	96	Number of TOPA Post Purchase Training Workshops	Public Service or NRSA	$12,602.48	$45,684.00	$99,244.53	**$157,531.01**
C16		304	Number of Attendees at TOPA Post Purchase Workshops					
C16		304	Number of unduplicated households					

C16		24	Number of one on one counseling sessions					
C16		27	Number of group training/coaching					
C17		12	Number of group training/coaching	Public Service or NRSA	$1,260.24	$4,568.40	$9,924.41	$15,753.05
C17		120	Number of Attendees at group training/coaching					
Marketing	MARKETING AND OUTREACH	7	Housing Fairs					
Marketing		3	Other Tabling Events					
Marketing		6600	Flyers Distributed	Public Service or NRSA				$0.00
Marketing		198	Social Media Posts (Facebook, LinkedIn, Instagram)					
Marketing		27	Mailings					
Marketing		8	Other					
	TOTALS	34969			$125,898.74	$457,958.09	$992,143.17	$1,576,000.00

DHCD Contract No. 2025-12
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT C

FY 2026 Budget

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
RESIDENTIAL & COMMUNITY SERVICES (NBA)

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	University Legal Services, Inc.
PERIOD OF PERFORMANCE:	**10/1/2025 to 9/30/2026**
FISCAL YEAR:	**FY 2026**
TYPE OF ACTIVITY:	**HOUSING COUNSELING & SERVICES**

Instructions: *Please add rows as needed.*

Cost Category	Oct/Nov/Dec	Jan to Sept	Total
Personnel (Salary & Fringe)	$306,100.77	$904,388.63	$1,210,489.39
Accounting Consultant	$750.00	$650.00	$1,400.00
Space	$21,600.00	$64,800.00	$86,400.00
Utilities	$1,600.00	$5,000.00	$6,600.00
Telephone	$814.00	$2,350.00	$3,164.00
Consumables	$800.00	$3,700.00	$4,500.00
Equipment	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Triple Net Lease	$10,800.00	$32,400.00	$43,200.00
Computer Consultant	$900.00	$3,700.00	$4,600.00
Internet	$900.00	$2,700.00	$3,600.00
Travel	$0.00	$0.00	$0.00
Training	$0.00	$631.40	$631.40
Due/Subscripption	$1,000.00	$4,000.00	$5,000.00
Postage	$0.00	$0.00	$0.00
Credit Report-NE/SE/MH	$250.00	$600.00	$850.00
Interpreter Service	$0.00	$0.00	$0.00
TOPA Consultant	$0.00	$0.00	$0.00
Total Direct Cost	$345,514.77	$1,024,920.03	$1,370,434.79
Total Indirect Costs (De Minimis Cost Rate up to Max 15%)	$51,827.21	$153,738.00	$205,565.22
Total Costs	$397,341.98	$1,178,658.03	$1,576,000.00

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
RESIDENTIAL AND COMMUNITY SERVICES (NBA)

Budget Form A (3-2): Personnel Information

REV.06/25/2025

ORGANIZATION NAME:	University Legal Services, Inc.
FISCAL YEAR:	**FY 2026**
BUDGET PERIODS:	**10/1/2025 to 9/30/2026**
TYPE OF ACTIVITY:	**Housing Counseling**

Instructions: *Please add number of rows for this portion of your budget as needed.*

Position/ Title	Employee Name	Oct/Nov/Dec Hourly Rate	Q1 # of Hours	Jan-Sept Hourly Rate	Jan-Sept # of Hours	Total Costs
Executive Director	Jane Brown	$112.09	300.30	$112.09	887.25	$133,112.48
Supervising Housing Counselor-NE	Tracey Turner	$42.23	462.00	$42.23	1,365.00	$77,154.21
Housing Counselor-NE	Evelyn Cruz	$31.21	462.00	$31.21	1,365.00	$57,020.67
Receptionist/Intake-NE	Janice Coleman	$26.88	415.80	$26.88	1,228.50	$44,198.78
Receptionist-NE	Michelle Beard	$35.65	277.20	$35.65	819.00	$39,083.75
Chief Financial Officer	Lan Ji	$90.33	277.20	$90.33	819.00	$99,019.75
Accounting Assistant	Nakia Montgomery	$36.92	300.30	$36.92	887.25	$43,844.35
IT Manager	Cheryl White	$62.91	277.20	$62.91	819.00	$68,961.94
Supervising Housing Counselor-SE	Jessie Gilbson	$37.50	462.00	$37.50	1,365.00	$68,512.50
Housing Counselor-SE	Sherry Armfiled- Ballentine	$31.21	462.00	$31.21	1,365.00	$57,020.67
Supervising Housing Counselor-MH	Sean Wallace	$48.17	462.00	$48.17	1,365.00	$88,006.59
Housing Counselor-MH	Charlene Gilchrist	$38.60	462.00	$38.60	1,365.00	$70,522.20
Communication	Kaya Cerecedes	$30.29	231.00	$30.29	682.50	$27,669.92
Program Manager-TP	Andrew Martin	$73.68	462.00	$73.68	1,365.00	$134,613.36
Personnel Subtotals				**Personnel Subtotals**		$1,008,741.16
Fringe Benefits (Max 20%)				**Fringe Benefits (Max 20%)**		$201,748.23
Total Grant Personnel Costs				**Total Grant Personnel Costs**		$1,210,489.39

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director	CG	10/9/2025
2. Chris Earley, Deputy Director	CE	10/8/25
3. Julia Wiley, General Counsel	JW	10/7/25
4. Bill Winston, Associate Director of Community Services	WW	9/30/2025
5. Ernest Merchant, Program Analyst	EM	9/25/25
6.		

SUBJECT: ULS - Housing Services

Director's Comments:

Action							
APPROVAL ☒	CIRCULATE ☐	CORRECTION ☐	FILE ☐	FYI ☐	INVITATION ☐	MEETING ☐	SIGNATURE ☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- University Legal Services, Inc. NBAP FY26 Housing Services $1,576,00.00 Grant 2025-12

Originating Office

FROM: E. Merchant	TELEPHONE NUMBER:
DATE: 9/25/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE: OFFICE OF THE DIRECTOR OCT 9 '25 AM9:10

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

REV 1.0 10/25/23

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

OCT 09 2025

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Ernest Merchant
Program Analyst

Date: September 25, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME: **University Legal Services**

ACTIVITIES FUNDED: **Housing Services**

GRANT AMOUNT: **$1,576,000.00**

ATTACHMENTS:

FY25 Executed Grant Agreement #2025-12
FY26 Grant Modification Agreement #2025-12
Statement of Work
Budget
Workplan
Signed CDBG Compliance Checklist Board Resolution
Opinion of Counsel
Certificate of Good Standing Proof of Insurance

DHCD Contract No. 2025-12
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

MODIFICATION OF GRANT AGREEMENT
BY AND BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
AND
UNIVERSITY LEGAL SERVICES INC.

This Modification of Grant Agreement (the **"Modification"**) is entered into as of the 9 day of October 2025, (**"Effective Date"**), by and between the **District of Columbia**, a municipal corporation (hereinafter sometimes referred to as the **"District"**), acting by and through the District of Columbia Department of Housing and Community Development (hereinafter referred to as the **"Grantor"** or **"DHCD"**), and **University Legal Services Inc.** [Entity Identifier NUHRJ8ZMKLN8], a non-profit corporation organized and existing under the laws of the District of Columbia, (hereinafter sometimes referred to as the **"Grantee"**) with its principal place of business at 220 I St NE Ste 130, Washington, DC 20002. The Grantor and Grantee shall be together referred to as the "Parties."

RECITALS:

1. DHCD, with offices at 1909 Martin Luther King, Jr. Avenue, SE, Washington, DC, 20020, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program pursuant to the District of Columbia Community Development Act of 1975 (D.C. Official Code § 6-1001 *et seq.*) and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Parties entered into a Grant Agreement (DHCD Contract No. 2025-12) **("Grant Agreement or "Agreement")** effective on February 1, 2025, that memorialized a funding award to Grantee derived from the District's Community Development Block Grant Program ("CDBG") Grant allocation for the purpose of providing a range of HUD housing counseling services that benefit low and moderate-income persons in the District of Columbia for the period from February 1, 2025 through December 31, 2025. (**"Grant Term"**). The Grant Agreement is attached hereto as ***Exhibit A*** and incorporated herein.

3. Section III.C. of the Grant Agreement included an erroneous statement regarding immigration status of Grant services beneficiaries.

4. Pursuant to Section XXII. of the Agreement, the Parties desire to amend the Agreement to correct that erroneous statement and for other purposes.

NOW, THEREFORE, in consideration of the mutual agreements of the Parties set forth herein, the Parties hereby agree as follows:

1. The above recitals are hereby incorporated and made a part of this Amendment.

2. Capitalized terms used in this Amendment that are not defined herein shall have the meanings given to such terms in the Grant Agreement.

3. **Section III. Grant Award Subsection C. Paragraph 1**
The second sentence, to include footnote 5 for a Housing Counseling Services Grant or footnote 7 for a Small Business Services Grant is deleted. **This change is retroactive to the Grant Effective Date.**

4. **Section IV. Grant Term and Periods of Performance**
The Grant term and Periods of Performance are revised. The text in the first paragraph of Section IV. is deleted and replaced with the following text:

*The term of this Agreement shall commence on the Effective Date and continue through September 30, 2026 (**"Grant Term"** or **"Term"**). There are two Performance Periods during this Term. The first Performance Period begins on the Effective Date and ends on September 30, 2025. The second Performance Period begins on October 1, 2025, and ends on September 30, 2026.*

5. **Section III. Grant Award** is amended to add a new subsection B. to read as follows:

*B. The Grant Award is amended to authorize a budget for Grant services to be provided during the Performance Period that begins October 1, 2025, and ends on September 30, 2026. (**"FY 2026 or FY 26"**). Total Grant authority in FY 26 shall not exceed **One Million Five Hundred Seventy-Six Dollars and No Cents [$1,576,000.]**.*

The FY 2026 Grant funding is allocated as follows:

Sources and Uses of Funds:

Public Service ("PS") [CDBG EN]	*$ 125,179.*
Non-Public Service ("NPS") [CDBG EN]	*$ 450,131.*
NRSAs Ward 7 and Ward 8 [CDBG EN]	*$1,000,690.*
TOTAL CDBG [EN]	*$1,576,000.*
TOTAL AWARD [All Sources]	*$1,576,000.*

Notwithstanding the designated source of funds, the Grantor reserves the right to provide funding from another source(s). In all cases, applicable Federal and District laws and regulations shall apply regardless of the source.

The FY 26 funds will be used to fund a range of services which HUD has defined as (insert one of the following)

- ***Housing Counseling Services: Public Services and Non-Public Services provided by a HUD Approved Counseling Agency ("HCA").***

The specific Grant activities are described in ***Exhibit B*** *attached hereto, which includes:*
(a) the Statement of Work,
(b) The Grantor approved Workplan

(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as ***Exhibit C****. and incorporated herein. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.*

6. The Parties agree that this Modification does not otherwise affect or impair their obligations under the Grant Agreement, and all terms, conditions and obligations of the Grant Agreement, not amended herein, shall continue in full force and effect as prescribed in the Grant Agreement.

7. This Modification shall be binding upon and inure to the benefit of the Parties to this Agreement and to their successors and assigns and continue so long as the Grant Agreement is effective.

8. Grantor and Grantee agree that if any of the terms and conditions contained herein shall contradict any of the terms and conditions in the Grant Agreement, the terms and conditions contained herein shall prevail.

IN WITNESS WHEREOF, the Parties have executed this Modification by and through their duly constituted and authorized officers and agents on the day and year first hereinabove written.

[Signature pages follow]

GRANTOR SIGNATURE PAGE

DISTRICT OF COLUMBIA, a municipal corporation acting by and through the Department of Housing and Community Development

By: _____
Colleen Green
Director

10/9/2025
Date

Legal Review:

By: Julia H Wiley
Office of the General Counsel
Department of Housing
and Community Development

Date: 10/7/25

DHCD Contract No. 2025-12
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

GRANTEE SIGNATURE PAGE

UNIVERSITY LEGAL SERVICES INC.
a District of Columbia nonprofit corporation

By: Jane Brown
Jane M. Brown , Esq.
Executive Director

10/10/25
Date

DHCD Contract No. 2025-12
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT A

FY 2025 Grant Agreement

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director		3/17/25
2. Chris Earley, Deputy Director	for CG	3/14/25
3. Julia Wiley, General Counsel	JW	3/14/25
4. Bill Winston, Associate Director of Community Services	JWLW	3/13/25
5. Ernest Merchant, Program Analyst	EM	3/13/25
6.		

SUBJECT:

Director's Comments:

Action

APPROVAL	CIRCULATE	CORRECTION	FILE	FYI	INVITATION	MEETING	SIGNATURE
☒	☐	☐	☐	☐	☐	☐	☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- University Legal Services, Inc.- NBAP FY25 Housing Services $1,047,859.90 Grant 2025-12

Originating Office

FROM:E. Merchant	TELEPHONE NUMBER:
DATE:3/13/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE: OFFICE OF THE DIRECTO MAR 17 '25 PM2:40

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

MAR 17 2025

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Ernest Merchant
Program Analyst

Date: March 13, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**University Legal Services**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$1,047,859.90**
ATTACHMENTS:	**FY25 Grant Agreement #2025-12** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

DISTRICT OF COLUMBIA.

COMMUNITY SERVICES
HOUSING COUNSELING SERVICES

GRANT AGREEMENT

BY AND BETWEEN
THE DISTRICT OF COLUMBIA
AND

UNIVERSITY LEGAL SERVICES INC.

This Grant Agreement ("Grant" or "Agreement"), is made effective as of March 14, 2025, ("Effective Date"), by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the D.C. Department of Housing and Community Development (hereinafter referred to as "Department," "DHCD" or "Grantor") and University Legals Servcies, a District of Columbia non-profit corporation Grantee [DUNS No. Unique Entity Identifier (UEI) NUHRJ8ZMKLN8] (hereinafter referred to as "Grantee") with its principal place of business at 220 I St NE Ste 130 Washington DC 20002. Grantor and Grantee shall be collectively referred to herein as the "Parties."

RECITALS

1. The Department with offices at 1909 Martin Luther King Jr Avenue SE, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975, D.C. Official Code§ 6-1001 *et seq.*, and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Department is authorized to fund community based non-profit organizations that provide housing counseling services for low- and moderate-income persons.

3. On June 7, 2024, the Department published a Notice of Funding Availability ("NOFA") in the D.C. Register, which announced the forthcoming issuance of the Fiscal Year

("FY") 2025 Request for Applications ("RFA") for the Neighborhood-Based Activities Housing Counseling Services Program ("HCSP"). The RFA was issued on June 21, 2024, that solicited applicants to provide services to District of Columbia ("District") residents as a part of the Department's HCSP. HCSP includes Public Services ("PS"), and Non-Public Services ("NPS") as defined in Section I herein. U.S. Department of Housing and Urban Development ("HUD") approved counseling agencies employing one or more certified HUD counselors are eligible to provide both PS and NPS services, while organizations which do not have HUD approval status may provide PS services only. The RFA included an opportunity for applicants to provide one or more of seventeen (17) services listed in the RFA. These services include HUD-approved counseling in keeping with 24 CFR 5.100 and related Federal regulations (in 2 CFR Part 200, and 24 CFR Part 214) as well as services related to local DC programs which are administered by the Department. The RFA and the requirements set forth therein are also incorporated by reference herein.

4. The Grantee's RFA application demonstrates that its organization possesses project management, and organizational and administrative capacity to successfully perform as a nonprofit grant subrecipient under the Department's HCSP, and accordingly DHCD has determined to award a grant to the Grantee in FY 2025 ("25" or "2025").

5. The Grantor proposes to fund HCSP grant activities in FY 2025 from its allocation of Community Development Block Grant ("CDBG") funds authorized by Title I of the U.S. Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), 24 CFR Part 570.

6. As a condition precedent to disbursement of the Grant proceeds to Grantee for the sole and exclusive purposes described in Exhibit A (which includes the "Statement of Work" and the approved "Workplan", both attached hereto and made a part hereof), the Department requires that Grantee enter into this Agreement setting forth the terms and conditions of the Grant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are hereby incorporated by reference and made a part hereof.

Section I. Definitions.

A. As used herein, the following terms shall have the meanings indicated:

a) **Fiscal Year**: All references to Fiscal Year(s) ("FY") herein refer to the District Government fiscal year which is October 1st to September 30th
b) **Neighborhood Revitalization Strategy Area** ("NRSA") refers to the HUD approved areas of Wards 7 and 8 which have been designated as strategic areas for revitalization. Services to Ward 7 and Ward 8 regardless of whether Public Service or Non-Public Service, attributed to the NRSA.
c) **Non-Public Services** refers to 24 CFR 5.100 counseling services provided to clients in connection with the purchase of a specific home. All other 24 CFR 5.100 counseling is Public Service.
d) **Public Services** refers to all other services and may include group training and/or one on one counseling.
e) **Performance Periods**: The Performance Period is defined as the start date and end date for which Grant funds are awarded to execute an approved Workplan and Statement of Work in keeping with the RFA for FY 2025. (See Section IV below.)

Section II. Exhibits.

The Exhibits listed below and the terms and conditions of the same are incorporated herein and made a part of this Agreement.

A. Services to be Provided
- Statement of Work
- Section 3 from the FY 25 RFA: Services
- Workplan as approved by the Grantor

B. Budget
- Schedules A (3-1) and A (3-2) for the First Performance Period

C. Required Reporting Forms
- Monthly Performance Report on group trainings/orientations/workshops and one on one counseling (in connection with the Statement of Work and Workplan), as well as reports on DHCD certificates issued, outreach and marketing activities, and upcoming group trainings.
- Quarterly Beneficiary Data and Demographics for each of the following (a) PS, (b) NPS, and (c) NRSA activities.
- Quarterly Language Access Report (Optional)

- Quarterly Banking Report (as applicable)
- Quarterly Procurement Report (as applicable)
- Quarterly Submission of Minutes of Board of Directors Meetings

D Method to determine Client Eligibility for Services
E Budget Modification Form
F Drug Free Workplace Certification
G Service Area Eligibility
H Insurance Requirements
I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Section III. Grant Award

A. The Department shall make a Grant of the District's CDBG Entitlement Grant Federal Award No: B-24-MC-11-0001 ("CDBG Federal Award") to Grantee in an amount not to exceed One Million Forty-Seven Thousand Eight Hundred Fifty Nine Dollars and Ninety Cents ($1,047,859.90) (the "Grant") and is allocated as follows:

Sources and Uses of Funds:

Public Service ("PS") [CDBG EN]	$ 96,459.90
Non-Public Service ("NPS") [CDBG EN]	$ 281,400.00
NRSAs Ward 7 and Ward 8 [CDBG EN]	$ 670,000.00
TOTAL CDBG [EN]	$1,047,859.90

Notwithstanding the source of funds designated above, the Grantor reserves the right to provide funding from another source(s). In all instances, applicable Federal and District laws and regulations shall apply regardless of the funding source. The Grant award shall be used to fund a range of services which HUD has defined as Housing Counseling Services: Public Services and Non-Public Services by a HUD Approved Counseling Agency ("HCA").

The specific Grant activities are described in Exhibit A (attached hereto) which includes
(a) the Statement of Work,
(b) Lines of Services - Section 3.2 of the Request for Applications (RFA), and
(c) The approved Workplan

(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

C. The Grant services will benefit low-and-moderate income persons living in the District of Columbia. In keeping with recent Presidential Executive Orders, Grantees should only use grant funds for US citizens and should maintain such documentation to prove citizenship.[45]

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as Exhibit B. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.

D. The Catalog of Federal Domestic Assistance ("CFDA") number is 14.218.

E. The Uniform Administrative Requirements for Federal Grants are applicable to this grant award and are available online at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1. Also, the Grantee must comply with the Community Development Block Grants regulations 24 CFR part 570 that govern this award and other related HUD regulations, which are incorporated herein by reference.

Section IV. Grant Term and Periods of Performance

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2025. During this term, there are two Performance Periods. The First Performance Period is the Effective Date to September 30, 2025. The Second Performance Period is October 1, 2025, to December 31, 2025.

Funding for each Performance Period is in the sole discretion of the Grantor and requires meeting all due diligence requirements prior to award.

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[45] Examples of such document may include copies of unexpired state issued Real ID identification or driver's license, unexpired US passport or US passport card, active duty Military ID, current Green Card or Naturalization documents with state issued photographic identification.

The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of Grant funds or other Grant assets.

Section V. Statement of Work/CDBG Eligible Activities/Eligible Costs/Business Operations

A. CDBG Eligible Activities

1. Grantee shall use the CDBG Grant proceeds solely to fund Grantor-approved service activities that are intended to provide services and empower low- and moderate- income persons in the District of Columbia to make informed housing choices and achieve their housing goals, whether it's finding affordable rental housing, purchasing a home or obtaining financial assistance for critical home repairs.

The best way to provide this critical information to a client in order to assist them in their decision-making process is to adhere to 24 CFR 5.100[46] [in which a HUD certified counselor conducts (1) intake (2) financial and housing affordability analysis with affordability calculation (3) an action plan and (4) follow-up counseling to implement the action plan and achieve its stated goals].

The Grant services to be provided are described in Exhibit A. This description includes the major tasks, activities and project deliverables to be provided under this Grant. The Grantor reserves the right to alter or change the District of Columbia program requirements including eligibility, services provided, service methodology, service delivery and program goals during the performance period.

The proposed Grant activities are CDBG eligible activities pursuant to 24 CFR 570.201(e).

2. Grantee shall sponsor outreach events that inform the community about the Grant activities and participate in other community events as requested by Grantor.

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[46] 24 CRF 5.100: "Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling."

3. The Grantee must retain records which demonstrate that each activity funded under this Grant is CDBG eligible and document the amount of CDBG funds expended for each activity. This includes the activity itself, the outcomes, and the records concerning beneficiaries in keeping with subsection (B)(2) below receiving services. Any authorizations needed together with beneficiary statistical information should be obtained by the Grantee during intake or registration. HUD does not grant exceptions or authorize the District to make exceptions to this requirement.

B. CDBG National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention of slums or blight; 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. The Grantee certifies that the CDBG-assisted activities to be carried out under this Agreement will meet the National Objective of primarily benefiting low- and moderate-income persons (limited clientele activities) in accordance with Federal and District Requirements. The minimum threshold requires that at least 51% of the households served with CDBG funding must be low- and moderate-income households; provided however, that a Grantee whose application claimed additional scoring points for agreeing to provide Grant services to more than 51% low- and moderate-income beneficiaries, must adhere to the percentage they elected in their application.[47]

In accordance with the Grantee's election in their Application for a grant award and for receiving additional points in scoring, the Grantee has agreed to exceed the minimum requirement and to serve at least 90% low- and moderate-income beneficiaries.

Note: This percentage cannot be decreased as it was used for scoring in a competitive round of funding.

4. The Grantee shall disclose to any client that services are provided free of charge by a Grant funded by DHCD using Federal funds and therefore the Grantee has certain reporting

[47] In responding to the RFA published June 21, 2024, applicants were given the opportunity to receive additional points in scoring for committing to exceed the CDBG minimum threshold to either a 75% minimum or a 90% minimum.

requirements in order to provide the Grant services free of charge. The Grantee shall use appropriate forms to obtain a client authorization, as required, to comply with the terms of this Agreement and to meet HUD reporting requirements,

C. Staffing

Where HUD requires services are to be provided by a Certified HUD Housing Counselor, the Grantee shall comply with that requirement and not permit services reserved to HUD certified counselors to be provided by others.

To the extent applicable, Grantee agrees to secure the services of qualified personnel that are licensed and bonded in the District of Columbia to perform the CDBG Federal Award activities and services listed in Exhibit A.

Any changes in personnel or their general Grant responsibilities as set forth in Exhibit A are subject to the prior written approval of DHCD. In this regard, it is essential that the Grantee immediately report terminations and proposed new hires to the Grantor.

D. Business Operations

1. Grantee shall observe business hours of operation onsite in their service location(s) that align with District Government hours of operation specifically Monday through Friday 9:00 am to 4:30 pm (DC holidays excepted)[48] and shall ensure that sufficient staff are on site at Grantee's place of business to carry out Grant services.

2. During the hours of operations, Grantee shall have live answered telephones for incoming calls. If the Grantee's phone system utilizes an auto-attendant function or voicemail, announced option to the caller must include an option to press a certain key (such as "0" for an Operator) to be connected to a staff person in real time who can answer and field questions, redirect a caller to a staff person who can address a caller's inquiries, or provide registration information. DHCD and other DC agencies such as the Office of the Attorney General may check Grantee's compliance with this requirement from time-to-time.

[48] DC Holidays include New Year's Day, Dr. Martin Luther King, Jr. Holiday, Washington's Birthday, DC Emancipation Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Day.

E. Grantee may offer clients virtual appointments as well as virtual group informational or educational activities, but Grantee shall also provide clients an option for in-person services (including both in-person one on one appointments as well as some in-person group informational or educational activities.) The Grantee shall not refuse in-person services to DC residents.

F. Housing Resource Center (HRC) and Late Night Hours: As required by the RFA, "Applicants selected for the award shall participate (in a regular rotation) in staffing onsite at the Department's Housing Resource Center (HRC). The HRC provides services to DC residents by appointment and walk-ins." The HRC is located in the Grantor's offices at 1909 Martin Luther King Jr Av SE. The HRC coordinator, in conjunction with the Associate Director for Community Services, will develop a schedule in consultation with Grant subrecipients for staffing the HRC on a rotating basis on weekdays.

RFA applicants were awarded additional points in their score by committing to "Extended Office Hours." The options included providing office hours until 7:00 pm at least one (1) day a week in their office location and/or until 7:00 pm at least two (2) days a month in the HRC.

In accordance with the Grantee's selection in their Application for grant award and funding, the Grantee has committed to serve Extended Office Hours Extended Office Hours until 7:00 pm one (1) day a week in their office and one (1) day in the HRC.

Section VI. Disbursement/Required Support Documentation

A. Reasonable, Allowable, Necessary, Allocable

1. Grantee may request reimbursement for actual expenses incurred to provide services and as described in the Grant Budget (A 3-1 and A 3-2). Requests must meet all four criteria: reasonable, necessary, allowable, and allocable. (2 CFR 200.305)
   a. ***Allowable costs.*** Reimbursements are limited to the expenses directly related to activities supported by the grant activities and are subject to the regulations of the Federal and District Governments. Expenses related to activities should be necessary, reasonable, allowable and allocable.
   b. ***Limitations on allowable costs.*** A grantee may not use an indirect cost rate to determine allowable costs under its grant.
   c. **Some *Unallowable costs.*** Expenses that are not allowable include (but are not limited to) sales tax, late fees, debts, tips & gratuities, food, alcohol, controlled substances, cash reserves or investments, money given to individuals (including

donations, grants or loans), contributions to organizations, costs of fundraising, fund development, grant writing, advocacy, lobbying, and purchase of goods or services for personal use or benefit.

2. In addition, Grantee must demonstrate to the reasonable satisfaction of the Grantor that Grant performance milestones have been achieved. All requests for payment of eligible expenses shall be associated with the budget line items specified in Exhibit B (Budget Schedule A (3-1), estimated cost invoices and satisfactory Grant performance.

3. Grantees may not be reimbursed for expenses paid through Cash app or other similar peer-to-peer payment platforms, since such platforms create issues for recordkeeping, auditability, and compliance with grant regulations.

4. The Grantee shall not supplant funds or seek reimbursement for expenses that may be reimbursed by another grant (Federal, District, or private) either prior to or subsequent to reimbursement by the Grantor.

5. The Grantee must have the capacity for bookkeeping and accounting services required to track Grant expenses and create payment requests in keeping with Federal and District requirements, either on staff or by a third-party contractor.

6. The Grantee shall create and submit payment requests in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the Grantee to create and submit invoices by selecting the applicable purchase order number which is listed on the Grantee's profile.

7. All Grantees must be registered in the portal prior to invoice submission. The vendor portal website is **https://cfo.dc.gov./supplier_portal**. Please log onto the portal for further details and instructions. Questions can be submitted to **suppliers@dc.gov**.

B. Form of Submission of Payment Requests

1. The cover sheet to the reimbursement package must be the 30A Form of the Department [RCSD DHCD 306A Revised October 2024]. No other cover sheet is needed. This form should contain the Purchase Order Number, the IDIS Number, and the Partial Payment Number in accordance with Department's guidelines.

Payments requests are contingent upon certification by the Grantee in the following form as contained on the 306A (RCSD DHCD 306A Revised October 2024). The Certification is to be made by the chief executive officer, or the chief financial officer or the chief operations officer if the Governing Board has authorized this officer to act on behalf of the board to sign.

"I certify that all items, quantities and prices of work and material shown in the requisition are correct to the best of my knowledge and belief. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information , or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812." (2 CFR 200.415)

2. Page 2 and Page 3 shall be the Reimbursement Request A 3-1 and A 3-2.

3. Page 4 shall be the Invoice Cover Sheet with:
   a. A unique identifier (e.g. a row number or brief alphanumeric code) shall be assigned by the Grantee to non-personnel invoices and with the same unique identifier marked on each and every supporting document (e.g. receipt, proof of payment, cancelled checks, contracts, scopes of works, services rendered, vendor statement or document, Grantee's notes) submitted. The unique identifier shall be listed on the invoice cover sheet.
   b. Vendor's name
   c. Remittance address
   d. Invoice number
   e. Invoice date
   f. Contract number (also known as Grant Number)
   g. Purchase order number (if any)
   h. Invoice Amount
   i. The Amount which the Grantee is requesting reimbursement
   j. Quantity of goods/services delivered. Deliverables. Shipping and payment terms
   k. Other substantiating documentation that justifies and supports the payment request.

4. Page 4 and subsequent pages as needed shall include the supporting documents for the reimbursement request including signed timesheets, payroll reports, invoices from vendors marked as described above. (See Section E below.)

C. HUD Related Requirements

1. Federal regulations require that reimbursement under the Grant is tied to (a) beneficiary data reporting and (b) program performance. Failure to meet reporting deadlines for performance and/or beneficiary service data will suspend temporarily the processing of Grantee payment requests. Staff unavailability does not waive the requirement to meet reporting deadlines, and Grantee shall ensure that adequate staff are trained or cross-trained to prepare and submit reports timely.

2. The Grantee should be aware that HUD maintains an *Integrated Disbursement and Information System* ("IDIS"), a database in which the Grantor must make reports during the performance period on each Grantee's account. HUD flags subrecipient accounts when reporting is not provided by a deadline. Such a flag shall constitute a default. Multiple flags or failure to meet the conditions for HUD to remove a flag may result in suspension or termination in keeping with Section XII (C) of this Agreement.

D. Schedule for Submission of Reimbursement Requests

1. Requests for reimbursement shall be submitted in a timely manner by the date due. Failure to meet a deadline shall constitute a default.

2. On the 10th day of each month, the Reimbursement Request shall be for the prior month; provided however, the September reimbursement request must be submitted earlier in October on the date specified by the Office of the Chief Financial Officer of the District of Columbia, which is usually between the 5th and 7th day of October. *(Grantee may wish to use other funding sources for the late September payroll to facilitate meeting the deadlines.)*

3. In order to close-out the grant by September 30th, the October request should be the only request submitted in September.

4. The monthly schedule for submission is as follows:

Month	Due Date
March	April 10th
April	May 10th
May	June 10th
June	July 10th
July	August 10th
August	September 10th
September	October 5th or 7th as specified by the DC CFO
October	November 10th
November	December 10th
December	January 10th
January	February10th
February	March 10th

5. As applicable, expenses incurred pursuant to a project commitment in IDIS that has been approved by the Grantor and are otherwise eligible for reimbursement at the Grantor's sole discretion, may be reimbursed, regardless of when those expenses were incurred.

E. Source Documentation

1. All costs and obligations incurred under this Grant Agreement must be supported by source documentation (e.g. invoices, receipts, contracts, canceled checks, etc.). Documentation may also include approved time distribution sheets and certified payroll reports for employees and contracts.

2. The Grantee must satisfy all documentary requirements to the reasonable satisfaction of the Grantor prior to the disbursement of Grant funds.

F. Requirements Applicable to Disbursed Funds/No Escrow

1. Grantee shall not escrow Grant funds. However, nothing shall prohibit the Grantee from supplementing funding for these activities from other sources including other grants, funders or donors.

2. Any cash advances disbursed pursuant to this Agreement must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate

cash requirements of the Grantee in carrying out the purpose of the Grant. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct Grant program or project costs and the proportionate share of any allowable indirect costs.

3. If at any time it is determined that more Grant funds are disbursed to Grantee than what was required by the Grantee's immediate disbursement needs, Grantee shall immediately return to Grantor the excess funds.

4. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations or fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee.

G. The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect cost rate, as further described in Section (C)(4) and Section (C)(5) (Reporting Requirements) below.

H. In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant proceeds within three (3) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant proceeds, unless another date shall be agreed to be the parties in writing. The Grantor reserves the right to recover such losses by any legal remedy available.

Section VII. Budget Modifications

A. Any amendments to the budget (change in the amounts specified in the individual cost categories set forth in Exhibit B). may be approved by the Grant Administrator, so long as the total amount of the budget is not exceeded.

B. Any increase in the total Grant amount must be approved by the Director of the Department. If the change is made at the request of the Grantee, the request shall be in writing dated and shall be submitted on a Budget Modification Form, attached hereto as Exhibit E.

1. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and dated using the appropriate excel format or the appropriate online portal if available.

2. The Grantee shall make modification requests by June 1st, to allow sufficient time for processing prior to the start of the fourth quarter of the fiscal year. No more than two modifications may be required in the performance period. Requests for modification to the budget shall not be approved after June 1, 2025, except for extenuating circumstances specified in writing, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion.

3. The Department will not approve reprogramming of personnel funds for positions not filled in compliance with this Agreement and Grantee's personnel policies submitted to Grantor. If at any time DHCD requires a more detailed budget breakdown than the one contained herein, the Grantee shall provide such supplemental budget information in a timely fashion and in the form and content prescribed by DHCD.

Section VIII. Conditions Precedent to Grant Closing and Grant Disbursement

Grant closing shall mean the date on which Grantee has satisfied all conditions precedent to execution to the satisfaction of the Grantor, at which time both parties have executed and delivered the Grant Agreement. No Grant proceeds shall be disbursed prior to Grant closing.

The following conditions must be met prior to Grant closing:

A. Eligibility Determination. Determination by the Grantor that Grantee's proposed Grant activities meet eligibility and national objective requirements specified by the CDBG Program regulations at 24 CFR §§ 570.200 through 570.209. Grantor has determined that the proposed Grant activities are eligible for CDBG Program funding pursuant to 24 CFR 570.201(e) (provide housing counseling services to low- to moderate-income households).

B. Environmental Clearance. Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historic preservation reviews, and HUD has issued an approval of the release of funds.

C. Due Diligence Submissions. The following items must be delivered to DHCD for approval prior to Grant execution and Grant closing:

1. Articles of Incorporation, organizational by-laws and certification of nonprofit status.
2. Board/Corporate Resolution, memorializing
   a. the Grantee's intent to enter into this Agreement
   b. identifying the total Grant amount of the award
   c. identifying the Grant Number
   d. identifying the funding source(s) of the award, and
   e. identifying the authorized person by name and title who is authorized to sign on behalf of the corporation to enter into this Agreement.
3. Certificate of Good Standing
   a. issued by the DC Department of Licensing and Consumer Protection (DLCP)
   b. certified within 6 months of the Effective Date of this Agreement.
4. Certificate of Clean Hands
   a. issued by the DC Office of Tax and Revenue (OTR)
   b. certified within 90 days of this Agreement.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia to carry out the Grant activities.
6. Evidence that Grantee has obtained insurance, as provided in Exhibit H. If the renewal period for any insurance requirement occurs during the Grant performance period, the Grantee is required to submit to the Grantor evidence (Certificate Of Insurance) of insurance renewal to cover the remaining Grant performance period.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Effective Date.
8. An Affirmative Action Plan ("AAP") must be submitted by the Grantee for review and approval by the District prior to Grant execution and the disbursement of any Grant proceeds. The AAP shall be in a form to be determined by the District and must detail the Grantee's efforts to comply with the District's goals for achieving equal employment in District government contracts and set forth specific standards for the utilization of minorities in all job categories, as required by Mayor's Order 85-85 and District law.
9. Drug-free Workplace Certification (Exhibit F).
10. Debarment affidavit and verification confirming that Grantee is not debarred or suspended or otherwise excluded from or ineligible for participation in federal or District assistance programs under Executive Order 12549 or District law.

D. Opinion of Counsel. Grantee shall submit a written opinion of the Grantee's attorney, which states that the attorney has read the Grant documents and that the Grantee:

- Is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary.
- Has the full authority and legal right to carry out the terms of this Grant Agreement and all documentation required hereunder to be executed by Grantee; and
- Has taken all actions to authorize the execution, delivery and performance of this Grant Agreement and any documents required to be executed in connection with the Grant according to their respective terms

The Opinion shall further state that none of the aforesaid actions, undertakings or agreements violate any restriction, term, condition or provision of the Grantee's organizational documents or any contract or agreement to which Grantee is a party or by which it is bound. The Opinion must identify the Grant Agreement by name and Grant number, and the counsel must specifically identify the documents upon which the Opinion is based.

E. Current on District Obligations. Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant, including all local taxes and charges affecting Grantee's business.

F. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Proceeds, including, but not limited to the Council of the District of Columbia and the Chief Financial Officer of the District of Columbia.

G. Clearance Approval issued by the DHCD Office of Program Monitoring.

Section IX. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. The Grantee shall cure all report deficiencies identified by the Department and resubmit for approval by the Grantor within 14 calendar days of the notification. The requirements of monthly and quarterly reports [VII.(A) and (B) are in Exhibit C.]

A. Monthly Reporting

Monthly Performance Reporting. The Grantee shall use the online reporting portal provided by the Grantor and shall provide a complete performance report by the 10th day of each month reporting on Grant activities, accomplishments and performance of the prior month. Failure to submit the report by the tenth day of the month following the end of each

month shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

B. Quarterly Reporting

On the 10th day of January, April, July, and October, the following quarterly reports for the previous three months shall be due and provided by the Grantee in the form and method required by Grantor:

1. Quarterly Report on **Beneficiary Data and Demographics** (separate reports for PS, NPS and NRSA).

2. **Banking Report** (as applicable)

3. **Non-expendable Equipment Inventory Report** (as applicable) (the purchase or lease of non-expandable equipment). The purchase of all computer equipment must have prior approval from the Department.

4. **Procurement Report** (as applicable).

5. Copies of the **Minutes of the Board of Directors** meetings, which took place during the previous quarter; and

6. **Language Access Report** (optional) - If services are provided in languages other than English, we encourage a language access report to be made.

Failure to submit any or all Quarterly Reports by the tenth day of the month following the end of a quarter shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

C. Additional Report Requirements

The following reports are due to the Department within the timeframes indicated below. If these documents were previously submitted, they must be updated and resubmitted.

1. Fringe Benefits Report

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects funded from the proceeds of this Grant shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefits rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the change. The report shall be submitted to DHCD within fifteen (15) days of Grant execution.

The fringe benefits rate for any personnel costs funded by this Grant shall not exceed 20% of the base salary rate indicated in Schedule A Form A (3-2) of the budget (Exhibit B).

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to the date of the Offer Letter.

All personnel costs approved under this Grant Agreement must be filled within ninety (90) days of Grant execution or within ninety (90) days of the vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than ninety (90) days, whether intermittent or consecutive, at any time during the Grant period may result in the loss of funds for the position.

Grantee must submit transcripts of training or continuing education for individual staff and counselors to the Grantor.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with CDBG funds, in accordance with the requirements specified in 2 CFR Part 200 (Exhibit D). The property inventory list must include, at a minimum, a short

description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

a. The Grantee shall submit a budget and Cost Allocation Plan showing its direct and indirect costs and the allocation of such costs to the Grantee's activities, including the administration of the activities and services provided under this Agreement. The plan must show all allowable and unallowable costs and how such costs are included in the direct and indirect costs in accordance with 2 CFR Part 200.

b. A current Cost Allocation Plan must be submitted no later than thirty (30) days following Grant execution.

c. The Cost Allocation Plan must include all sources of funding for the Grantee, including this, Grant and to which program/cost centers each source has been applied using the Grantee's chart of accounts (referencing individual budgetary line items).

The Grantee must provide:

i. the total amount of funding from each funding source,
ii. the total staff employed by the Grantee, regardless of funding source, staff allocation per grant/program and the estimated percentage of time spent per grant program.

d. As required by HUD, the Cost Allocation Plan is subject to approval by the Grantor. The Grantee shall cure any defects or omissions in the Cost Allocation Plan within 60 calendar days of the notice to cure.

e. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. The waiver request must detail the reasons for the waiver request and include a copy of the relevant audited financial statements.

f. Claims for reimbursement of documented Grant expenses shall comply with 2 CFR Part 200 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.

5. Indirect Cost Rates

a. Grantees may request reimbursement for indirect costs based on their Cost Allocation Plan. The Cost of Allocation Plan must be reviewed and approved by the Grantor. The Grantee is required to keep records of the expenses charged to the Indirect Cost Rate for monitoring and close-out.

Grantees with Indirect Cost Rates are required to use their indirect cost rate. Grantees with provisional rates must demonstrate the rate is not expired or that it is currently used by a Federal Agency in awarding Federal funds to the Grantee during the current Fiscal Year. Other Grantees may use the Federal *de minimis rate* of 15%. In either case (*De Minimis rate* or Federally Approved rate), Grantee shall maintain records (available during monitoring, or close-out or upon request) indicating which costs in the cost allocation plan and the dollar amount have been attributed to the Indirect Cost.)

Indirect cost rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with supporting documentation. DHCD will not make adjustments to indirect cost rates after June 1st.

The Grantor does not issue or award Indirect Cost Rates.

Grantees who wish to obtain a Federally authorized Indirect Cost Rate are encouraged to contact the "Cognizant Agency" which is the US Department of Health and Human Services.

b. For all personnel costs funded under this Agreement, Grantee must maintain documentation for use of indirect cost funding and provide the same when requested for verification of expenditures in keeping with the approved cost allocation plan, including, but not limited to cancelled checks, employee signed and supervisory approved employee time sheets, invoices and bank records.

c. Expenses charged to an indirect cost rate must be accompanied by and cross-referenced to and reconciled with an independent audited financial statement, which accounts for all (grant funded and non-grant funded) activities by the Grantee during the fiscal year in which the indirect cost rate is based.

6. Organizational Audit

Grantee must submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year.

Note to All Grantees: All Grantees must ensure their financial records are available for review or audit by appropriate officials of the Federal Government and the District Government.

7. Auditor's Management Letter.

Grantee shall submit an auditor's Management Letter to the Grantor at the time it submits the annual audit.

8. Procurement Policy. Accounting Policies and Procedures. and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution, the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of the Grant. These policies and procedures shall be in accordance with the requirements of 2 CFR Part 200. The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

If the Grantee has previously submitted these documents, and the documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a certified statement (the "Re-certification Letter") to the Grant Administrator indicating when the most current document was submitted to the District and certifying that no changes to these policies and procedures have since been made.

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D. Summary of Report Deliverables and Receipt Due Dates:

	Report	Receipt Due Date
1	Monthly Performance Report	No later than the 10th day of each month
2	Quarterly Beneficiary Data	No later than January 10th, April 10th, July 10th and October 10th – a separate report for each use: PS-NPS-NRSA
3	Language Access Report (Optional)	No later than January 10th, April 10th, July 10th and October 10th
4	Fringe Benefits Report	Within 15 days of Grant execution
5	New Hires/New Employees Information (Job Description & Resume) HUD certificate if certified counselor	10 Days prior to the Offer Letter of Employment being sent to the candidate
6	Notice of Vacant Position	Within 10 days following the vacancy
7	Non-expendable Equipment Report	Within 15 days of Grant execution and quarterly thereafter
8	Procurement Policies and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
9	Accounting Manual and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
10	Cost Allocation Plan (based on and tied to the most recent audit)	Within 30 days of Grant execution
12	Independent Financial Audit	Within 90 Days of the Close of the Grantee's Fiscal Year

	Report	Receipt Due Date
13	Single Audit Report (if applicable)	Within 30 Days of submission to the Federal Audit Clearinghouse
14	Auditor's Management Letter	Submitted with the submission of the Audit
15	Requests to revise Budgets and/or Workplans	Prior to the 1st day of June
16	Grantee's Close-Out Report (Section XV.) Inventory Report & Annual Report	Within 90 Days of the end of the Term of the Grant.
17	HUD 9902	Within 30 Days of Submission to HUD
18	HUD Monitoring Report	Within 30 Days of Receipt from HUD monitor or the HUD intermediary monitor.

Section X. Accounting/Audit Requirements

A. Accounting System

1. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in Exhibit B.

2. Accounting records should be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.

3. Any funds provided to the Grantee or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest-bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

Grantee shall submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year, contingent on the following:

1. Grantees receiving an aggregate of $1,000,000 or more from all funders in Federal funds must in accordance with Federal regulations obtain an independent audit (Single Audit Act of 1984 , Single Audit Amendments Act of 1996, and 2 CFR Part 200). A standard audit may be supplied pending the completion and submission of the Single Audit.

2. Grantees:
   (a) Required to be audited by any State or political subdivision(s) thereof (whether by statute or regulation) or
   (b) Who conduct an audit to submit to any government or private funder, or foundation or corporate funder or
   (c) Whose governing body or senior management obtains an audit,

   shall be required to submit that audit to the Grantor upon receipt of the same.

If the Grantee is not audited in accordance with (1) and (2) above, the following shall apply:

3. A Grantee whose corporate entity receives or expends less than $999,999 as reported to the Internal Revenue Service in the 990 Tax Return without amendments, deletions or summarized details must file with the Grantor a financial report prepared by an independent Certified Public Accountant and certified by the same that contains:
   - income statement or Statement of Activities,
   - balance sheet or Statement of Financial Position,
   - statement of Functional Expenses by program or cost centers such statement to break out separately the Grantor's funding by Grantor's program(s) separately from all programs or cost centers used.
   - statement of cash flows, and
   - independent review and certification of the financial statements including a review of the management's financial internal controls.

   In addition, the nonprofit organization must file a biennial audit that covers both years within a biennial period. See 2 CFR Part 200, Subpart F.

4. The Grantee shall fully clear any deficiencies noted in the audit reports within sixty (60) days after receipt by the Grantee.

5. . Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default of this Grant and may result in the withholding of future payments and/or debarment from participation in future Grants.

Section XI. Grant Administration

The Grant Administrator is:

William Winston
Associate Director for Community Services
DC Department of Housing and Community Development
1909 Martin Luther King Avenue SE, Room 304
Washington, D.C. 20020.

The telephone number is (771) 208-9628. All concerns regarding the technical implementation and interpretation of this Grant are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line-item changes and terms) where there is no dollar increase.

Section XII. Repayment of Grant Funds/Grant Performance Monitoring Default and Remedies

A. HUD Monitoring

The Grantee is subject to monitoring by HUD and agrees to provide all required information, data, records, files including client files, case notes, correspondence and emails, reports, beneficiary data, performance data, financial records, supporting documentation, to satisfy HUD monitoring. Notwithstanding the date of a finding by HUD, should HUD make a finding, the Grantee shall be responsible to cure the defect, and should HUD require repayment of Grant funds for any reason to the Federal Government, the Grantee shall be responsible for repayment in the amount specified by HUD. Repayment shall be made to the District of Columbia and by the District to the Federal authority in satisfaction of the HUD requirement. HUD monitoring is not confined to the performance period but extends through the record retention period provided in Section XV.

B. Grant Performance Evaluation

1. DHCD will monitor the performance of the Grantee to ensure that the goals and performance standards stated in the Statement of Work and Work Plan and RFA are being achieved according to schedule and within budget.

2. All records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. Grantee shall make timely submission of all information and/or records requested by DHCD or HUD to assess performance under the Agreement.

C. Suspension or Termination of Grant Assistance

1. In accordance 2 CFR 200.340 and 200.341 and 200.343, suspension or termination of CDBG Grant assistance may occur according to the Default provision in subsection D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner.

2. If Grantee fails to correct the substandard performance within thirty (30) days after receiving written notice from DHCD, suspension or termination of this Agreement will be initiated.

3. In accordance with 2 CFR 200.340(a), suspension or termination of Grant assistance may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

Subject to any applicable notice requirement and right to cure, the occurrence of any of the following shall constitute an event of default:

1. Failure to comply with any of the CDBG Program rules, regulations or provisions referred to in this Agreement, or such other Federal or District statutes, regulations, executive orders, District of Columbia mayoral orders, HUD rulings, policies or directives applicable to this Grant:

2. Failure to comply with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement.
3. Substandard performance by the Grantee or any of its agents under this Agreement, as determined in the sole and reasonable discretion of DHCD; or
4. Improper use of funds provided under this Agreement.

A determination of default shall be made in the sole and reasonable discretion of DHCD.

E. Remedies for Default

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of a written notice to the Grantee, Grantor may take one or more of the following actions, as determined in its sole discretion:

1. Terminate and suspend further disbursement of any remaining Grant assistance.
2. Disallow all or part of the cost of the activity or action that is not in compliance with this Agreement.
3. Wholly or partially suspend or terminate the current Grant award; or
4. Take other legal remedies that may be available.

F. Termination for Convenience

The Grant may be suspended or terminated on the basis of convenience as provided in 2 CFR 200.340(a).

G. Reversion to DHCD of Grant Assistance

1. Upon default by the Grantee under the terms of subsection D above, which has not been cured, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request the following:

i. Any Grant funds in its possession (whether or not committed),
ii. Any accounts receivable attributable to the use of Grant funds; and
iii. The portion of any income directly generated by (or the prorated proportion of) Grant funds for the activities described in this Agreement.

2. Upon final completion of the projects and activities for which CDBG funds have been provided by DHCD, expiration of the term of this Agreement, cancellation, or determination of this Agreement, the Grantee shall transfer any unspent, excess or surplus CDBG Grant funds, to include accounts receivable attributable to the use of the CDBG funds.

H. Grantor Non-Waiver

DHCD's delay or failure to act with respect to a breach by the Grantee does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section XIII. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, and 2 CFR Part 200, as deemed applicable by the Grantor. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Fund Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Organizational Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter arising from this Grant Agreement.

D. Cancellation Ceiling

In the event of cancellation of the Grant because of non-appropriation of funds for a specific fiscal year, there shall be a cancellation ceiling of zero dollars.

E. Anti-Deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, Grantor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code§ 47.105. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-Deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section XI. of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements.
2. Performing technical evaluations as required.
3. Interpreting the Statement of Work and other language in the Grant.
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with the District and other laws and regulations applicable to the Grant.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

Jane Brown
Executive Director
University Legal Services, Inc.
220 I Street, NE
Washington DC 20002
(202) 547-4747
jbrown@uls.org www.uls-dc.org

H. Misuse of Grant Funds

Any alleged fraud, waste, abuse or mismanagement of Grant funds shall be immediately reported to the Grantor and the District of Columbia Office of the Inspector General ("OIG"). The OIG may be reached at (202) 724-TIPS (8477) and (800) 521-1639 or at oig.dc.gov

I. Nonassignability

Grantee will not sell, assign, pledge or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

Section XIV. Insurance

A. The Grantee shall obtain at least the minimum insurance coverage set forth in this Section XIV. and Exhibit H prior to the Effective Date and keep such insurance in force, as may be applicable, throughout the Grant period of performance.

B. Fidelity Bond: The Grantee must procure Fidelity Bond coverage in an amount equivalent to the total Grant budget. Pursuant to 2 CFR Part 200, Fidelity Bond coverage is required to protect the District's interest in the dollar amount of the Grant. Should Grantee be unable to procure a Fidelity Bond, Grantee shall submit proof that it has obtained general liability insurance that covers internal employee criminal activity or directors' and officers' liability insurance.

Section XV. Records Retention/Access

A. Records Retention

The Grantee shall retain all records demonstrating compliance with CDBG requirements and that are pertinent to this Grant for no less than five (5) years from Close-out of this Grant Agreement, including any extension thereof made in accordance with Section XVI. [Option to Extend] and including but not limited to Close-Out in IDIS of any HUD requirements. See Exhibit 5.1 in this link: https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-5.pdf

B. Extension of Retention Period

Notwithstanding the foregoing retention requirement in paragraph A above, if any litigation, claim, HUD monitoring or audit is initiated before the expiration of the retention period, records shall be retained for a period of not less than four (4) additional years following completion of the actions and resolution of all proceedings (e.g. litigation, claim, HUD monitoring or audit) involving the records.

C. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility, progress and achievement toward program goals and secure such records in a manner subject to applicable privacy laws. Such data may include, but is not limited to, client name, address, income level, case notes, correspondence and a description of service(s) provided. The Grantee shall use software which is HUD compliant to maintain client records. The Grantee shall transmit client records and files in a manner that is compliant with HUD's Personally Identifiable Information (PII) requirements.

D. Access to Records

All Grantee books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Grant funds shall be made available to the Department, HUD, its designee, representatives of the Inspector General of the District of Columbia or the Office of the DC Auditor at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.

E. National Objectives

The Grantee agrees to maintain documentation that demonstrates that the activities carried out with CDBG funds provided under this Grant meet the CDBG national objective of benefiting low- and moderate-income persons, as defined in 24 CFR part 570.208.

F. Copyright

If this Agreement results in any copyrightable material or inventions, DHCD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Section XVI. Federal and District Public Policy Requirements

Grantee shall fully comply with the following Federal and District policy requirements, as deemed applicable by Grantor:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federal-assisted and federal conducted programs and activities .

C. The requirements of Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

D. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.-) and implementing regulations at 24 CFR I part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

E. The requirements of Executive Order 11246, as amended by Executive Orders 11375. 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

F. The Conflict of Interest provisions of Federal and District laws strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of Federal funds to comply with 2 CFR 200.317 to 200.327 and

any sections of Title of 24 the Code of Federal Regulations concerning CDBG funding which are more restrictive than the Uniform Guidance Code for use of CDBG funds. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within (fifteen) 15 business days of execution of the Grant Agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict-of-Interest declarations to be executed by each employee and board member.

G. The Hatch Act. Chapter 15 of Title V. United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

H. The National Environmental Policy Act or other legislation implemented by 24 CFR part 58.

I. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement as Exhibit F.

J. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991H FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.

2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any grant,

or the entering into any extension. continuation. renewal, amendment of modification of any grant.

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and

c. He or she will include the language of the certification in all sub- grant awards at any tier and require that all recipients of sub-grant awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this Grant imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure, as the applicable grant shall so provide.

K. The Americans with Disabilities Act of 1990 (ADA) - Notwithstanding anything contained herein to the contrary, during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

L. The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are applicable pertaining to economic opportunities for low and very low-income persons. 24 CFR part 135.

M. First Source Program - Contractors and subcontractors of a government-assisted Project totaling $300,000 or more must comply with the District's goals for the recruitment, referral and placement of District residents. See D.C. Law 5-93, as amended, D.C. Official Code§ 2-219.01 et seq.

Section XVII. Close-Out Provisions

Activities and tasks during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor, and determining the custodianship of records (which shall remain the responsibility of the Grantee unless a determination is made otherwise). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over District appropriated funds and the record retention period, whichever is longest. Grantee shall submit the following items within the time frames indicated in this Section after completion of Grant activities or expiration or termination of this Agreement.

1. All activities are eligible, were completed and met a national objective.
2. All grant funds were expended in full, or all remaining funds are to be returned to Grantor.
3. All reporting requirements were completed and submitted (except for the final report that is submitted during the closeout process).
4. Any special conditions were met; and
5. All deficiencies or corrective actions affecting the Grant were resolved.

A. Grant Close-Out Report

The Grantee shall submit to the Grantor a Grantee's Close-Out Report ("Report") within ninety (90) days after expiration of the Grant term, termination of the Grant, or final payment for activities under this Agreement, whichever occurs later. This Report, at a minimum, shall include a narrative of the Grantee's completed tasks based on the activities, performance measures and goals set forth in the Statement of Work. The Report shall be completed using a form provided by the Grantor. The Grantee shall provide any information or data Grantor requests for Close-Out. In the Grantor's sole discretion, the reporting provided during the term of this Agreement may be accepted in lieu of the Grantee's Close-Out Report if those reports contain all information required in this section.

B. Documentation of Expenses

Within ninety (90) days after the expiration of the Grant, the Grantee shall provide to Grantor documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses.

C. Equipment Inventory

The Grantee shall submit to Grantor a list of all furniture, fixtures, equipment and vehicles purchased with Grant funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with 2 CFR Part 200.

D. Audit

The Grantee shall submit an audit or financial statement, as applicable, and as provided in Sections IX and X. of this Agreement.

E. Transfer of Records

Grantee shall, within ninety (90) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

F. Grantee's Obligations

The Grantee's obligations to DHCD remain in effect through the period of record retention as stated in Section XV.

Section XVIII. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion, and if legally permitted, extend the term of the Grant no more than two (2) times for one-year terms, or any fraction of one year, or multiple successive fractions thereof.

B. Grantor will endeavor to provide Grantee a preliminary written notice of its intent to extend at least thirty (30) days before the end of the Grant Term. The preliminary notice does not commit the District to an extension or authorize additional Grant funds to Grantee.

C. Any extension of this Grant is contingent upon the appropriation of funds for the applicable time period. However, the availability of funds shall not obligate the District to extend the Grant.

Section XIX. Total Agreement

The Grant Agreement, including specifically incorporated documents (to include the approved Statement of Work, the Work Plan, the approved Budget and the Grant attachments) constitute

the total and entire agreement between the Parties. Grantee understands and agrees to comply with the incorporated references contained in this Agreement and all applicable District and Federal laws and regulations.

Section XX. Applicable Law.

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia, unless otherwise controlled by federal law. In any proceeding relating to this Grant Agreement, each of Grantor and Grantee, hereby irrevocably submits to the jurisdiction of the Courts of the District of Columbia for the purposes of any suit, action or proceeding arising out of or relating to this Grant or transactions contemplated hereby.

Section XXI. Severability.

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XXII. Amendment.

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Grant activities, or the amounts specified in the Budget without the prior written approval of Grantor. The Grantee may request in writing approval of any proposed change to the Statement of Work or Workplan or the amounts specified in the eligible cost categories of the Budget and shall provide adequate supporting information and a revised budget along with its request. All such requests must be signed and dated.

Section XXIII. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or fully, by the Department.

1. The written or printed materials must include the authorized DHCD logo.

2. Written or printed materials include, but are not limited to, newspaper, radio and television announcements or advertisements, websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.
4. Grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to Grantee.
5. Grantee must provide copies of all marketing materials, brochures, flyers and other materials that publicize grant-funded activities to Grantor via email at dhcd.occo@dc.gov

Grantee shall publicize, as appropriate, to its constituency through social media, print, and online postings, DHCD communications and events that are related to Grant supported activities.

Section XXIV. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code§ 2-531 *et seq.* provides for the disclosure of public information. Specifically, the law provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Official Code § 2-170 l (13) .

This serves as your Notification that information /documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code§ 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXV. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, homeless status, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Sexual harassment is a form of sexual discrimination which is prohibited by the Act and Mayor's Order 2023-131 (Updated District Government Sexual Harassment Policy, Guidance, and Procedures), which is attached hereto as Exhibit I.

The prohibition against workplace sexual harassment extends to third parties doing business with or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies. By executing this Agreement, Grantee affirms that it will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1 I 00 et seq. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated.

Section XXVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addresses:

NOTICE TO GRANTEE:

University Legal Services, Inc.
220 I Street, NE
Washington DC 20002
Attn: Jane Brown (Executive Director)

NOTICE TO GRANTOR:

D.C. Department of Housing and Community Development
Community Services
1909 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
Attn: Director

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTOR SIGNATOR PAGE]

DISTRICT OF COLUMBIA, a municipal Corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Colleen Green
Director

Legal Review:

Julia Wiley
Office of the General Counsel
Department of Housing and Community Development

3/14/25
Date

[Signatures continue on the next page]

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTEE SIGNATURE PAGE]

UNIVERSITY LEGAL SERVICES INC.
a District of Columbia non-profit corporation

Jane Brown
Jane M. Brown , Esq.
Executive Director

3/18/25
Date

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit A Services to be Provided

- Statement of Work
- Section 3.2 Services (from the FY25 RFA)
- Workplan as approved by the Grantor

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education and training services to support DHCD's housing programs and initiatives, and to promote compliance with District housing regulations. All of the services are intended to empower potential homeowners, actual homeowners, and tenants for the purpose of preserving of affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership; (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached workplan and performance measures. Marketing and outreach for the services provided is a activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of these service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling; (b)the Grantee's additional knowledge of the individual and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and it shall be maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow up and conduct a final assessment of the impact of the services provided. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for HPAP/EAHP/NEAHP
A4: Inclusionary Zoning Orientation
A6: Income Certification for PADD Applicants

A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B13: Technical Assistance for Coop and Condo Associations

CATEGORY C: TENANTS AND TENANT GROUPS
C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

SECTION 3: PROGRAMMATIC REQUIREMENTS

3.1 Eligibility for Federal Funding

The services in this RFA will be conducted through grant agreements using Federal funds (Community Development Block Grant (CDBG) and, as available, some District Funds. The Department will provide a full informational briefing to the awarded grantee(s) about the grant funding source's ongoing administrative and programmatic requirements. Whether grants awarded under this RFA are funded locally or with federal funds, all grants will be managed to the higher standards and requirements whether Federal or District.

Federal regulations have established national objectives requiring all CDBG-funded activities beneficiaries to be at least 51% low- and moderate-income persons or households. The national objective is achieved through "limited clientele benefit"—that is, by verifying the incomes of each beneficiary of the services provided. The applicant must demonstrate that it has the capacity and the intention to verify the household incomes of beneficiaries to meet the national objective of providing benefits to 51% of low- and moderate-income persons.

Client income certification is also an important element of ongoing program activity for many DHCD housing programs. (See Section 3) Applicants should review in detail the federal income requirements for programs, activities, and grantee (sub-recipient) eligibility under the Community Development Block Grant program regulations at 24 CFR 570. 200-210,

- https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-570/subpart-C?toc=1

and HUD Housing Counseling Program Regulations: 24 CFR Part 214,

ps://www.ecfr.gov/current/title-24/subtitle-B/chapter-II/subchapter-B/part-214?toc=1

3.2 Housing Services: Description of Housing Programs and Services

Please Note: Specifications and programmatic requirements may change from time to time during the award period at the discretion of the Department.

The following describes seventeen services in the Housing Counseling Program. These constitute the services for which the Department is seeking Applicants to provide services to DC residents. Applicants should select at least one service for which they are applying; however, the Applicant may select more than one. The Department is not obligated by the Applicant's selection to make an award. Applicants are responsible to demonstrate their capacity in their application to provide the services for which they have applied. Capacity includes staffing patterns including qualifications and experience, other funding resources, case management systems and programmatic activities. Historical data can also be considered in demonstration of organizational capacity. Applicants should be aware of Legal Citations noted throughout this section as well as the references to the Code of Federal Regulations (CFR).

Category A: HOMEOWNERSHIP

A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program
A6: Income Certification for the Property Acquisition and Disposition Division (PADD) Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY

B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B12: Legal Services for Seniors and/or Coop & Condo Associations
B13: Technical Assistance for Coop and Condo Associations
B14: Technical Assistance for Owners of Small Rental Properties

CATEGORY C: TENANTS AND TENANT GROUPS

C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

Each particular service has specific requirements described in the following pages. Applicants are expected to utilize this guidance in the performance of these services.

CATEGORY A: HOMEOWNERSHIP

Legal Citations Governing Program Area in Category A

Applicants to provide services in Category 1 should review in detail the following legal citations governing the District's homeownership programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for homeownership pursuant to the relevant citations.

- Home Purchase Assistance Program: DC Code 42-2601 and 14 DCMR, Chapter 25
- Employer-Assisted Housing Program: DC Code 42-2501 and 14 DCMR, Chapter 36
- Inclusionary Zoning: Legislation Pending, Bill 17-586, 17-618, 17-619

A1: HUD Housing Counseling

This activity is open to applicant organizations which are HUD approved employing one or more HUD certified counselor(s). Such counseling is often (but not exclusively) in the pursuit of homeownership or credit repair and improvement or to improve their housing condition.

Grantees of this service should be familiar with 24 CFR 5.100 and with 24 CFR 214.

Housing counseling is independent expert advice provided by a HUD certified housing counselor (24 CFR Part 214) customized to the needs of the client. It is aimed at addressing housing barriers and providing support to the client to achieve their housing goals. This counseling service must include: (1) intake (2) financial and housing affordability analysis (3) an action plan[2] and (4) follow-up counseling to implement the action plan and achieve its stated goals *(24 CFR 5.100).*

The action plan should identify the steps needed for the client to achieve his/her housing goals. These actionable steps include, but are not limited to, review of the client's credit report with explanations of its meaning and items that impact (or may improve) the credit score, creation of a budget and methodologies to track one's income and spending, debt reduction planning, and savings planning. Follow-up should track the client's progress toward the goals of the action plan. Other programs and services including group educational opportunities may complement the one-on-one counseling with a certified counselor. Counselors, therefore, may appropriately make referrals to programs and services as well as to group educational activities that support and implement the goals of the action plan.

Counseling organizations are required to maintain case files including items 1-4 above as stated in 24 CFR 5.100. It is critical that files with records and case notes be kept in such a way that if a client's counselor is no longer available, either temporarily or permanently, another certified counselor in the organization can understand based on the file the client's circumstances, action plan, progress and where the client is in achieving his/her housing goals.

Organizations providing this service should have working experience with credit counseling and repair, with consumer credit bureaus and consumer credit laws. Ideally, they should be familiar with creditor tactics, liens, judgments, repossessions, and other obstacles to credit improvement.

It is critical for the counseling organization to make efforts to keep the client engaged in the counseling process and such attempts and outreach should be documented in the case file.

In accordance with HUD requirements, counseling organizations may close files if a client does not respond to outreach efforts over 60 days. The last outreach attempt should document that the file will be closed as of a specific date if nothing further is heard from the client. If the client should return to client after the 60 days, a new file should be opened.

[2] Except for reverse mortgage counseling.

Post-purchase follow-up

a) Grantees must continue their counseling relationship with customers once they become homeowners. This follow-up should continue for a period of time after purchase to ensure the homeowner's housing stability.
b) Grantees may make use of post-purchase programs using either their own programming or making referrals to other Grantees who provide such programming (*e.g.* B1 General Home Management and B2 Foreclosure Counseling).
c) If problems arise, it will be the grantee's responsibility to address them quickly as time is of the essence, and to address them as efficiently as possible. Where the District's investment is involved, counseling should include ways to protect the DC investment.
d) When working with clients who have an HPAP deferment period ending, Grantees must provide dedicated counseling services to those borrowers. In particular, grantees will be asked to make an updated assessment of each borrower's financial status regarding the appropriateness of continued deferment.
e) Potential delinquency, or foreclosure prevention, counseling will be provided to any borrower who is experiencing difficulty.
f) If problems continue with these loan clients, this counseling will become a home preservation activity.

A2 8-Hour Homebuyer Education Class (HBE)

This activity is open to applicant organizations which are HUD approved counseling organizations employing one or more Hud certified counselors.

The Department seeks HUD Approved organizations to provide the 8-Hour Homebuyer Class. This is in support of the Department's many programs for which the 8-Hour Homebuyer Class is a requirement, and also for other DC residents who seek to take this class in preparation for homeownership and for their knowledge.

Organizations should take as a serious obligation to conduct this class with knowledge staff (HUD certified counselors). The class is conducted in a traditional in-person setting or in a virtual online setting.

Those who successfully attend and complete the class should be provided with a DHCD certification (in the format approved by the Department) indicating their completion of the class and dated appropriately. Monthly attendance and award of certificates should be reported to the Department monthly. The class should be presented frequently enough to meet programmatic needs of DHCD programs. Class dates should be provided to the Department for inclusion on the DHCD calendar. Presentations should be given by staff, not outside speakers. Grantees are welcome to collaborate in the conduct of these classes.

A3: Intake for DC Homebuyer Programs (HPAP/EAHP/NEAHP)

The Home Purchase Assistance Program (HPAP) is the primary DHCD program for first-time homebuyers. HPAP provides interest-free loans that include closing cost assistance to eligible applicants. Under this program, homebuyers may have the opportunity to purchase houses,

condominiums, or cooperative units in the District. DHCD has additional homeownership programs which are associated with HPAP, and which are targeted to specific populations or geographic areas or may meet specific home buyer needs.

The satellite programs are:

(1) The Employee Assisted Housing Program (EAHP) provides assistance to District of Columbia Government employees, who are first-time homebuyers in the District; and

(2) The Negotiated Employee Assistance Home Purchase Program (NEAHP) provides down payment and closing cost assistance to certain District of Columbia Government employees whose position is covered by specific union collective bargaining agreements.

Wherever the acronym "HPAP" is used, the same applies to the EAHP and NEAHP programs.

Prior to HPAP Application

Clients interested in HPAP assistance who have a pre-approval from a lender, should be assisted with making an application to the HPAP as expeditiously as possible. Those without a pre-approval letter from a lender are required to engage in HUD Housing Counseling (see A1 above) in order that they have the benefit of credit counseling and homeownership preparation. The action plan should include the actionable steps needed to ensure success as a homeowner and to achieve a pre-approval letter from a lender. Once a pre-approval letter has been obtained, the client with the Grantee's assistance should proceed to making their application to HPAP.

Application Process

For grantee organizations, this relationship management function includes working with first-time homebuyers throughout the homeownership application, preparation, purchase, and post-purchase process. Counseling will be focused on low- and moderate-income populations.

Once HUD credit counseling is completed the HPAP process includes:

(Optional) Applicant organizations may conduct pre-purchase seminars which include information and requirements of the HPAP programs. A DHCD Certification should be provided to attendees and recorded with DHCD.

Application Intake includes document collection of those documents needed. These should be collected in person or by means of a secure portal. Email is not considered a secure means for transmission of information which could be used for identity theft or other criminal activity. Drop-off at a staff office to an employee is acceptable.

Once the application package is complete, the organization submits to the appropriate HPAP administrator.

Homebuyer Education (8-hour class) (A DHCD Certification should be provided to 8-hour Homebuyer Education attendees and recorded with DHCD.)

Post-Purchase follow-up (Records of those follow-ups should be maintained by the organization. See Post-purchase in Service A1)

Organizations will be responsible for: (1) the application process, which includes delivery of completed applications to the HPAP Administrators; (2) completion of the application form itself and collection of all required supporting documentation, and (3) maintaining performance and reporting data, and databases as needed by the Department.

A4: Inclusionary Zoning Orientations

Introduction to IZ/ADU Programs:

The District's Inclusionary Zoning (IZ) Program requires a certain percentage of units in a new residential development, or a substantial rehabilitation that expands an existing building, be set aside as affordable units. The goals of this program are to increase the supply of affordable housing for low- and moderate-income households, to support the creation of mixed-income communities, to prevent rising home prices from driving out low- and moderate-income residents, and to leverage the expertise and capacity of the private market to develop affordable housing.

Affordable Dwelling Units (ADUs) are defined as for-sale and for-rent homes that are locally restricted for occupancy by households whose income falls within a certain range and are generally offered at a below-market rate. ADUs are generally produced in exchange for zoning relief, tax incentives, public financing, and/or the right to purchase or lease District-owned land. Specific ADU provisions, such as the affordability period, income limits, and resale restrictions, are set out in deeds, covenants, land disposition agreements, ADU administration plans and other originating documents.

ADU provisions have historically varied from project to project, as each is a result of a unique negotiation or project approval. However, ADU restrictions are becoming more standardized and more similar to standard IZ requirements.

Organization roles and responsibilities:
Provide mandatory IZ Orientation. The department's PowerPoint presentation must be utilized. Presentation and answers to participants' questions must conform to agency guidelines.

DHCD seeks organizations which will provide programmatic rental and homeownership counseling services in support of both of the above programs. Information about these

programs is available through DC Housing Search https://www.dchousingsearch.org , counselors will be required to utilize DC Housing Search, and train potential customers in how to search for affordable housing through DC Housing Search.

Grantees will be required to become familiar with the program requirements and procedures, as required by DHCD. In the last few fiscal years, the IZ program has produced approximately 400 new affordable units each year.

Orientation:
In particular, organizations are required to conduct IZ Orientations to help residents to be familiar with all programmatic requirements for the IZ program.

Organizations must conduct and coordinate this mandatory orientation session in a traditional and virtual classroom settings. They must provide interested applicants/residents with the relevant terms of the program, including next steps and other information as required by DHCD.
DHCD currently provides standard slides and certificate templates to use for this orientation and will provide training to grantees.

Completion of this orientation class is mandatory before an individual may register for the IZ program and individuals must renew registration every two (2) years to remain on the IZ registration list.

The class must be conducted at least monthly beginning within 30 days after the grantee's application is approved. Coordination of this class will include publishing upcoming class dates, accepting reservations via phone, email, or other method, allowing walk-ins if space is available, providing attendees with a certificate of completion (in a format approved by DHCD) upon completion of the class and providing at least monthly attendee data to DHCD. It will also include ensuring that attendees receive all required training materials, and shall be presented by grantee staff, not outside speakers.

Grantees must train program participants in the terms and specifics of the IZ and ADU Programs (training guidance will be provided by DHCD) and provide additional pre and post homebuyer education training.

Grantees must also provide data to DHCD on a regular basis as determined and requested by DHCD, including but not limited to the names and contact details for individuals who have received a DHCD certificate and the number of attendees at IZ orientations.

A5: Income Certifications for the IZ/ADU Units Programs

The agency seeks two organizations to provide income certifications for participants in the Inclusionary Zoning and Affordable Dwelling Units programs. Income certifications are expected to be conducted under a uniform process prescribed by DHCD and following HUD Part 5. DHCD has established requirements for approving Certifying Entities, including

specific IZ and ADU training.

Grantees are expected to become Certifying Entities pursuant to DHCD requirements. Grantee organizations will be required to ensure that program participants understand that income and occupancy restrictions apply to their IZ units and ADUs. Grantees will also be expected to complete income certifications for newly selected households and for renewing tenants. Grantees will be working closely with individuals, property management/leasing staff, sales agents and DHCD. DHCD will provide the necessary forms and procedures, but Grantees will collect the necessary paperwork from individuals and complete the income and household size verification process. Upon successful certifications, Grantees will notify DHCD and the sales/leasing staff.

Such restrictions may include but would not be limited to: (1) the specific affordability period, (2) conditions for, or prohibitions against, subleasing, and (3) resale restrictions. Ongoing outreach and assistance to occupants of IZ units and ADU is required in the areas of programmatic requirements and homeownership counseling.

A6: Income Certification for PADD Applicants

The Property Acquisition and Disposition Division (PADD) encourages vacant and/or abandoned property owners to rehabilitate and/or occupy their properties. PADD acquires vacant, abandoned, and deteriorated properties through negotiated friendly sale, eminent domain, donation, or tax sale foreclosure, when owners are unwilling or unable to maintain their properties. PADD also disposes of properties in inventory by selling them to individuals or developers to be rehabilitated into high-quality affordable and market-rate single-family and/ or multi-family for-sale or rental housing in District neighborhoods.

For DHCD, the activities of this Division create affordable homeownership and rental opportunities for low- and moderate-income households. Grantees must counsel these households as they qualify for and occupy these new homeownership and rental units. DHCD seeks one or more organizations which will provide counseling or training services for affordable units made available through PADD.

Because PADD units are not produced through a traditional homebuyer program, an intensive marketing and outreach effort to our target population will be required of grantees. Counseling services will also involve conducting income certifications and re-certifications for purposes of admission and continuing participation in this program. Income certifications are expected to be conducted under a uniform process prescribed by the Department. For PADD, grantees must ensure that program participants understand that income, or occupancy, restrictions apply to their unit. Such restrictions may include but would not be limited to: (1) the specific affordability period; (2) conditions for, or prohibitions against, subleasing; (3) potential rent increases; and (4) resale restrictions. The specific unit covenant

terms will be communicated to stakeholders by the Department, but grantees must facilitate communication with stakeholders.

A7: Public Services: General Coaching and Information

Public Services may be undertaken by Applicants which have not yet obtained HUD Approval and may not employ a HUD certified housing counselors. (HUD Approved organizations who are applying for A1 or A2 do not need to apply for this service, since they are able to provide these Public Service activities in connection with their other lines of services.

These activities are frequent but not exclusively in a group setting. These may be virtual or in-person, as long as an in-person option is provided. Grantees may utilize Homebuyer Clubs as an effective tool for keeping clients engaged in homebuyer preparation when a long-term period is needed for better positioning to be a first-time buyer.

They may include group trainings on understanding credit and credit reports and involve savings programs.

Public service staff are required to train clients to utilize available tools, such as DC Housing Search https://www.dchousingsearch.org to locate affordable housing for sale and for rent.

CATEGORY B: COUNSELING AND TRAINING FOR HOME PRESERVATION

B8: General Home Management (Post-Purchase Non-Delinquent)

Post-purchase counseling is essential for Homeowners who have purchased their homes, are not delinquent in their mortgage payments and would like to remain successful by creating a realistic financial plan to avoid financial pitfalls and protect and retain their homeownership. Post-purchase counseling is essential to understand local post-purchase behavior, especially low-moderate income homeowners, that can be supported by education and supportive programs to ensure recent homeowners understand what to do in the event of hardships. Organizations that provide post-purchase counseling sessions and education workshops will ensure their topics consist of the following:

1. Prepare a maintenance plan for major household systems and repair strategies.
2. Emergency preparedness plan to assist client in case of disaster.
3. Understand consequences of not paying taxes, HOA payments or community assessments.
4. Explain the benefits of establishing an emergency fund and retirement or tax-incentivized accounts.
5. Provide knowledge of home improvement financing options like HELOCs and give counsel on how to apply for additional financing to renovate property.

6. Access the client's understanding of the process of refinancing the home and incurring more debt.

This counseling activity may include, but not be limited to, appliance warranty disputes, contractor disputes, disputes with mortgagors, will and estate issues, including transfer-on-death deeds, etc. In this service, grantees must serve as advisor-educators and are prohibited from giving legal advice. Grantee activities should focus on low—and moderate-income populations.

B9: Foreclosure Counseling

Homeowners who are delinquent in loan payments (as well as those in danger of delinquency) need to know what options are available to them. Similarly, those in foreclosure need to know their options and resources that may assist them, especially if available legal services are available.

Organizations are required to provide foreclosure prevention counseling that helps homeowners at risk understand the foreclosure process in Washington, DC, determine their legal rights and identify options to avoid foreclosure.
Organizations will assist struggling homeowners with loss mitigation, communicate with mortgage servicers and provide services such as the following:

1. Provide advice and coaching to assist clients with creating a budget based on financial goals. Assess the current financial situation and develop short and long-term strategies to reduce expenses and debt to achieve client goals.
2. Explain loss mitigation. Explain the requirements of a loss mitigation package and evaluate the client's loss mitigation options for FHA and non-FHA loans.
3. Provide examples of mortgage default scams and ways to avoid being a victim.
4. Explain the consequences and costs associated with a foreclosure, short sale, or deed-in-lieu.
5. Explain the foreclosure timeline and devise a plan if the client is unable to stay in the home and assist the client in mortgage default recovery. Demonstrate the impact of a mortgage default.
6. Work with displaced residents seeking referrals for housing.

Grantees work with homeowners who are delinquent in their mortgage payments, or who are in foreclosure, or in post-foreclosure. These counseling services are also offered to owners of multi-family properties, and ownership associations. This counseling serves as a central element of DHCD's overall foreclosure prevention strategy.

It is critical to address the District's foreclosure crisis. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Grantees also work with the Department of Insurance Securities and Banking (DISB) to protect clients against scam operations that prey upon residents who are subject to foreclosure. Grantee organizations extract data for outreach and targeting efforts from the Office of the Recorder of Deeds, which provides a listing of all official foreclosures in the

District on a weekly basis. DHCD seeks one or more organizations that will provide foreclosure counseling services which include, but may not be limited to, all of the above-described foreclosure prevention activities.

For grantees, this counseling function means working with troubled homeowners, utilizing all foreclosure prevention or mitigation tools available, and if necessary, working with customers throughout their foreclosure or post-foreclosure process. Grantees must provide full assistance and advice to troubled homeowners. Grantees will be responsible for: (1) assessing the homeowner's circumstances, (2) educating the homeowner about the full implications of mortgage delinquency and foreclosure (3) exploring and providing options of action for the homeowner (4) providing tools or alternative support that may further assist the homeowner (5) developing and executing a best action plan for either saving the home or undertaking the best course for the homeowner, and (6) tracking the results of their counseling efforts. In addition, grantees will provide ongoing performance and reporting data and databases maintained.

Post-Foreclosure Counseling: It is critical that grantees continue their counseling relationship with customers, even if the home cannot be saved. Grantees must follow up with troubled homeowners for a period of time after any action plan has been executed. If the home has not been saved, counseling should be made available, and if necessary, referral to other needed services. If the home has been saved, counseling follow-up is also necessary to ensure that the ongoing action plan is being properly implemented. If more problems arise, it will be the grantee's responsibility to address them as quickly and as efficiently as possible.

With the passage of the Saving DC Homes from Foreclosure Emergency Amendment Act of 2010, troubled or delinquent District homeowners have the right to engage in mediation prior to foreclosure. As a result, DHCD requires grantees to provide counseling related to this mediation process.

Grantees must be familiar with the Law, its regulations, and the mediation process which has been implemented by the Mediation Administrator at the DC Department of Insurance, Securities, and Banking. Grantees must educate troubled homeowners in the decision factors related to mediation election, and, if necessary, prepare them for mediation. In some cases, counselors may be asked to accompany, or represent, troubled homeowners in the mediation process. Grantees must ensure that all customers who elect mediation complete and submit proper documentation in a timely manner. Grantees must ensure that the best interests of troubled borrowers are protected throughout the mediation process. Finally, DHCD expects grantees to follow-up after the mediation process is complete to ensure that any final mediation agreement is properly implemented.

B10: Eviction Counseling

Applicants who have HUD certified counselors or NeighborWorks America foreclosure certified counselors may offer this service. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Training should also include knowledge of laws and legal procedures governing eviction.

Eviction has long created housing instability for renters, and especially among low- and moderate-income households. For those at the lower end of the economic scale, eviction has caused not only housing instability but also employment insecurity and homelessness. Studies have shown that lack of access to legal representation has resulted in markedly different and detrimental outcomes as compared to renters who have legal representation. After legal representation, the next most effective range of services includes alternative dispute resolution (or mediation), knowledge and guidance in court navigation, and effective management of legal and tenant-landlord documents. In addition to housing instability, eviction also has credit impact for the tenant.

It is critical to provide those in danger of eviction with counseling to make informed decisions. This includes access whenever possible access to legal services. Also, appropriate training includes information about tenants' rights and obligations, the credit impact of eviction, use of payment plan agreements, understanding of court processes and procedures, and access to alternatives to court procedures. When tenancy is lost, counseling for housing alternatives is needed and a path forward to credit repair.

B11: Single-Family Residential Rehabilitation Program

The Single-Family Residential Rehabilitation Program (SFRRP) administers grants to District homeowners for roof repairs and for modifications to eliminate barriers to accessibility for persons with mobility or other physical impairments. Projects approved for SFRRP require a covenant on the property to protect the District's funding of the project.
DHCD seeks one or more organizations which will provide application intake services to SFRRP applicants throughout the grant process.

> **Mandatory Counselor Intake Training:** Grantees for this line of service are required to attend training with the SFRRP team in September to be introduced to updated aspects of the SFRRP for FY25. It is critical that the grantee have a solid understanding of the updated program and the requirements for applications. Therefore, the September training is mandatory for SFRRP intake counselors.
>
> **Application Period:** Applications for SFRRP will only be taken between October 1, 2024, and December 31, 2024. To be considered applications during this period must be complete. Lack of required documentation or information will not "hold a place" in the program if not provided before the December 31, 2024. The Department at its sole discretion reserves the right to close the program prior to the deadline if funding is depleted or no longer available.

Information Session for Applicants: The Department will provide Grantees with a PowerPoint presentation outlining the program and its requirements. Intake counselors are required to use this presentation with all potential applicants either in a group sessions (such as an Orientation) or in a one-on-one session with the potential applicant.

Grantee's and Counselor's Responsibilities: (1) use the Department PowerPoint presentation to present the program to potential applicants, answering questions from residents interested in the program; (2) complete the application document and collection of **all required** supporting documentation *(incomplete applications will not be accepted)*; (3) post-application and post-grant support; and (4) providing performance and reporting data as required.

45 Day Period: It is critical that no application be uploaded in the SFRRP portal unless it is complete with all required documents and intake form completed. If an incomplete application is uploaded in the portal, the SFRRP staff will notify the counselor and the applicant that the application cannot be accepted. The notification state that what is complete and state the **applicant has 45 days** to provide the requested information including documents. After 45 days if the application remains incomplete, the application will be closed as incomplete for funding.

Application Portal: Counselors will need to provide their name and contact information (e.g. email) when uploading in case SFRRP program staff need to follow up.

Legal Citations Governing Program Area for Category B:

Applicants to provide any service in Category B should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

- Lead Safe Washington 24 CFR, Part 35, 24 CFR, Part 85.37, Section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992
- Single Family Rehabilitation 14 DCMR, Chapter 28 First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
- Saving DC Homes from Foreclosure Emergency Amendment Act of 2010 (DC Act 18-635; 57 DCR 12404)

B12: Legal Services for Homeowners and/or Coop & Condo Associations

The Department seeks organizations to provide legal services to provide one or both of the services noted below. Grantees will conduct outreach to low- and moderate-income populations in need of these services.

- Legal Services to Seniors
  Seniors who are homeowners can be assisted by the Applicant to have legal services to assist Seniors to avoid housing instability or the loss of ownership of their home. In addition to their own attorney staff, Applicants may seek *pro bono* services from other members of the Bar.

- Legal Services to Coop-Condo Associations
  Legal services may be provided to Cooperatives and/or Condominiums ("Associations") to ensure housing stability. If Associations have problems in areas of legal entity status, required legal or financial filings, compliance issues, risk management concerns, board and member training, best legal practices, and collection of association fees (to name of few), such issues may threaten the member's housing stability, and the owners' (or members') investment in their properties. Selected applicants will provide legal services to Associations in low- and moderate-income census blocks to mitigate these concerns, to preserve housing stability of owners and to ensure well-functioning Associations and Boards.

B13: Technical Assistance for Coop and Condo Associations

The Department seeks one or more organizations to provide technical assistance to Associations. The situation many Associations may face is a need for training in best practices of Association management. Training in best practices and frequently encountered problem situations may be offered by the grantee not only to the Association Board but also to the owners in the Association. Association boards and their member owners frequently face issues of association fees not being paid, lack of income to fund reserves, special projects that would require a special assessment, and decisions of taking court action or being the defendant in a court action. These are just a few of the legal issues which may arise for the Association, in addition to the more routine matters of by-laws and required legal documents for the operation of the Association.

B14: Technical Assistance for Landlords of Small Rental Properties

Landlords of small rental properties face enormous challenges. They frequently lack the staff and the resources of large multi-family properties to deal with the many details of operations and asset management. Small unit properties cannot readily absorb mistakes or challenges.

In a ten-unit property, one vacancy is a 10% vacancy rate, while one unit in a 100-unit property is 1% vacancy rate. Yet, small unit properties are often the affordable renter properties. To preserve this housing stock as an affordable option, DHCD seeks grantees to provide Technical Support to Owners of Small Unit Properties (of 30 units or less).

Services can be provided through group training as well as through one-on-one counseling. Like many small business owners, owners can often benefit from a better understanding of accounting practices and financial statements (balance sheet, income statement, cash flow report). Knowledge of financing options is another common to many business owners. Topics such as these are particularly suitable to the needs of owners.

1. **Property Management Software**: Landlords often need help selecting and implementing property management software to track rent payments, maintenance requests, tenant information, and other critical operational data.

2. **Legal Compliance**: Guidance on navigating complex local, state, and federal housing laws and regulations related to fair housing, security deposits, evictions, and other landlord-tenant issues.

3. **Financial Management**: Guidance with accounting, tax preparation, and financial planning specific to rental property ownership and operations.

4. **Maintenance and Repairs**: Access to vetted contractors, tradespeople, and service providers to handle property maintenance, repairs, and upgrades in a timely and cost-effective manner.

5. **Tenant Screening and Selection**: Guidance and best practices with tenant screening processes, background checks, and selecting responsible renters to minimize vacancies and evictions.

6. **Marketing and Leasing**: Help with listing vacant units, advertising, showing properties, and executing leases to keep units occupied.

7. **Emergency Response**: Guidance on developing emergency plans and protocols to address unexpected events like natural disasters, property damage, or tenant issues.

8. **Asset Management Issues**: The ratios and metrics of asset management for multi-family properties provide a helpful guide to best practices. For example: Many landlords are unaware of the effect that certain metrics have in their properties. Slow "Make-Ready" times, refers to the length of time it takes to prepare an apartment to be shown to prospective tenants. Similarly, "turn time" refers to the times it takes to find a renter and receive the first month's rent. Slow turn times are also a drain on resources. When there are slow "make ready" and slow "turn times" the combined effect can be detrimental for the property's future. High turn-over rates among renters is another draw on the income. Other issues and topics include: What to do when you have a tenant who is not paying rent? What are the alternatives to eviction? How do the Court work? Are there pre-eviction resources? What legal services are available to the owner?

CATEGORY C: TENANTS AND TENANT GROUPS: SERVICES RELATIVE TO Tenants Opportunity to Purchase Act, Rental Conversion and Sale Division, and Rental Accommodations Division

The DC Tenants Opportunity to Purchase Act (TOPA) seeks to protect tenants and tenant groups from displacement due to sale of the property. The law allows tenants to purchase their apartment building. Tenants have the choice of maintaining the apartments for rent or converting to cooperatives or condominiums. DHCD seeks to preserve affordable housing in the District and limit displacement of low- and moderate-income households. For groups that choose coop or condo conversion, this provides a path to homeownership.

DHCD provides both financial assistance and technical assistance, as well as specialized organizational and development services, for tenant groups who are pursuing the purchase of their apartment buildings. Through DHCD's Development Finance Division, organized tenant associations may be provided with seed money, earnest money deposits, and acquisition and/or rehabilitation assistance. After acquisition and rehabilitation, DHCD also provides ongoing Board training and property management support to the newly formed cooperative or condominium Boards.

C15: TOPA: Pre-purchase Training

DHCD seeks one or more organizations which will provide pre-acquisition organizational and developmental counseling and training to tenant groups or tenant associations in support of their intent to purchase their building. These tenant groups must be preliminarily qualified as eligible for DHCD's Tenant Purchase Technical Assistance program. Grantees must provide the following services to tenant groups:

a) establishment of a tenant association.
b) selection and appropriate training of Board members.
c) training of captains (court, building and floor).
d) training in roles and functions of committee members; (5) training tenant groups in detail about the building purchase process.
e) training tenant associations in property management techniques.
f) provide training to the tenant association on each type of ownership; and conducting surveys of tenant associations to determine the appropriate form of ownership for their building (cooperative or condominium).

It is critical that Grantees in this service maintain an outreach to educate and inform low- and moderate-income tenants about their rights and opportunities provided by TOPA. Grantees are encouraged to make this a central aspects of their marketing plan, and to create

opportunities as well as avail themselves of opportunities to participate in educational outlets to reach tenants. Collaboration with other Grantees in this or similar service lines is encouraged. Grantees should participate in DHCD when and as those opportunities for outreach are available.

While training the tenant association, the grantee must be able to prepare and submit appropriate documentation required in the purchase process, including but not limited to tenant profiles and feasibility analyses, response to Notice of Sale of Building, preliminary development, acquisition, and rehabilitation plans, and operational plans.

The grantees must have skill and experience in negotiating the lease or purchase of the building. In addition, grantees must assist tenant groups in procurement related to the development, purchase, and rehabilitation process, including but not limited to attorneys, architects, engineers, financial and developmental consultants, private developers, appraisers, and property managers.

C16: TOPA: Post-Purchase Training

DHCD seeks one or more organizations which will provide ongoing post-acquisition counseling services which include property management and Board training for properties which have been purchased and/or rehabilitated with financial assistance from the DHCD Development Finance Division's First Right Purchase program. Generally, these are multi-family properties that have been purchased through limited equity cooperative agreements or condominium purchases. Therefore, non-profit Board training and development skill and/or experience, as well as multi-family property management skills are critical to providing effective counseling services. Services to be provided under this activity may include, but are not limited to:

a) establishing standards of evaluation for each participant's financial status and leadership capacity.
b) conducting annual management reviews of all Boards, oversee election and
c) training of new Board members.
d) assisting in the establishment of appropriate arrangements with required service providers such as exterminators, garbage collectors, landscapers, etc.
e) assisting in capital management planning and a stabilization plan for rehabilitation and/or refinancing.
f) tracking property vacancies and reviewing new applications for membership.
g) establishing and reviewing membership guidelines.
h) technical assistance in accounting, budgeting, and the preparation of financial statements for long-term financial viability.
i) providing Board of Directors with training as appropriate; and

j) other required management and support duties. Grantees will assist the condominium or cooperative in developing a budget for the overall management and carrying costs of the property.

Grantees will assist the Board and membership in all aspects of management, such as completion of the audit, Fair Housing issues, required individual, property, and Board insurance, taxes, the role of Board officers, evaluation of monthly financial performance, training on lender compliance, i.e. loan payments, income requirements. DHCD will likely negotiate assignment of specific properties to grantees for this service.

Legal Citations Governing Program Area in Category C:

Applicants to provide any service in Category C should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
Tenant Purchase Technical Assistance Program DC Code 42-3404.02
Rental Housing Conversion and Sale Act of 1980, as amended (DC Code 42-3401.01 et. seq.) (Also known as the Tenant Opportunity to Purchase Act or "TOPA")

C17: Services for Tenants and Tenant Organizations
(in partnership with Housing Regulation Administration, Rental Accommodation Division, Rental Conversion and Sale Division).

Activities under this service will supplement and enhance the services provided by DHCD's Housing Regulation Administration (HRA), which includes the Rental Accommodations Division (RAD) and the Rental Conversion and Sale Division (CASD).

RAD administers the Rental Housing Act of 1985 (D.C. Official Code § 42-3501.01 et seq.) which regulates residential rental housing registration and the rent stabilization program (commonly known as rent control). RAD oversees rent adjustment procedures, processes notices to vacate, reviews tenant petitions prior to adjudication by the Office of Administrative Hearings and adjudicates most types of landlord petitions. RAD also proposes rules and regulations for administration of the Rental Housing Act for review and publication by the Rental Housing Commission.

CASD administers the Rental Housing Conversion and Sale Act of 1980 (D.C. Official Code § 42- 3401.01 et seq.) which regulates the sale or transfer of ownership interests under the

Tenant Opportunity to Purchase Act of 1980 (TOPA) (D.C. Official Code § 42-3401.01 et seq.), the conversion of use of rental housing to condominium or cooperative ownership and residential condominium formation and registration under the Condominium Act of 1976 (D.C. Official Code § 42-1901.01 et seq.). Further, CASD administers a Housing Assistance Payment program (HAP), under which tenants may be eligible for rent assistance if they are displaced due to the conversion of use of their apartment building to condominium or cooperative ownership.

CASD also proposes rules and regulations for administration of the Rental Housing Conversion and Sale Act of 1980.

DHCD seeks one or more organizations which will support RAD and CASD operations by providing counseling and tenant education services to tenants and tenant groups. Grantees must provide counseling and training assistance to tenants and tenant organizations regarding the District's rental housing laws and tenant and landlord rights and responsibilities.

For CASD, grantee organizations must provide counseling and training concerning: (1) tenants' TOPA rights when a landlord intends to sell, demolish, or discontinue rental housing use; (2) transfers of rental housing ownership or economic interests; (3) assisting tenants or tenant organizations in exercising their right to purchase; (4) informing tenants or tenant organizations relating to partner-investors and assigning TOPA rights; (5) conversion of use from rental housing to condominium or cooperative ownership by tenant elections, or conversion in lieu of tenant elections; (6) the Housing Assistance Payment program and relocation assistance; (7) tenant organization formation, incorporation, and registration; (8) protections for elderly or disabled tenants; (9) coercive or retaliatory activities; (10) tenant rights when rental housing is in foreclosure; (11) notices of intent to convert use from rental housing to condominium or cooperative ownership; and (12) relocation counseling for displaced tenants.

For RAD, service providers must demonstrate the ability to counsel and train tenants and tenant organizations on rent control provisions including properties that are regulated by or exempted/excluded from rent stabilization under the Rental Housing Act:

1) petition- based and annual rent increases.
2) executing and filing tenant petitions.
3) responding to landlord petitions.
4) protections for elderly and disabled tenants.
5) RAD's conciliation services.
6) notices to vacate and eviction procedures.
7) disclosures to tenants.
8) changes and decreases in services and facilities.

9) learning about and securing enforcement of housing condition regulations.
10) security deposits.
11) understanding lease provisions.
12) rent increases if a property is not under rent control.
13) appealing decisions of the Rent Administrator or the Office of Administrative Hearings; and
14) relocation counseling for displaced tenants. Note: Advocacy on behalf of tenant groups, or tenant rights assignees– including, but not limited to, legal advice or advocacy on tenants or tenant organizations' behalf in negotiations with a property owner–is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators, and not as advocacy groups. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns, or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a grantee is to ensure that tenants understand all available options.

Direct Counseling to Tenants and Tenant Groups: tenant counseling services will be designed to educate tenants in privately-owned properties about their legal rights and opportunities. This service is to be provided to tenants and tenant groups which are not subject to foreclosure and have not selected to exercise their Opportunity to Purchase Rights and/or Right of First Refusal under TOPA. It also includes providing other services and tenant education, which may not fall into the categories of services outlined above, such as eviction counseling, relocation counseling, apartment search, or apartment management.

DHCD seeks one or more organizations with the capacity to bring a range of resources to prevent involuntary displacement and to provide opportunities for continued affordable rental housing. Grantees must provide counseling services to tenants and tenant groups which include, but are not limited to: (1) outreach to tenant groups upon notice of one-year potential for subsidy expiration; (2) technical assistance in negotiations between owners and HUD relative to the renewal of federal subsidy contracts; (3) counseling for tenants in buildings where the subsidy will be lost and the tenant(s) must move; (4) counseling for tenants who are behind in their rent on best-action options; and (5) appropriately referring tenants who are in landlord/tenant disputes to all available resources. Grantees must also conduct research using the many databases and research tools available to identify properties that have a critical need for counseling assistance, including but not limited to DCHousingsearch.org. Note: Advocacy on behalf of tenant groups or tenants' rights assignee –including, but not limited to, legal advice or advocacy on tenants or tenant organizations behalf in negotiations

with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators and not as tenant advocates. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a prospective grantee is to ensure that tenants understand all available options.

Additional Legal Citations Governing Programs in Category C.

Applicants to provide any service in this Category and should review in detail the legal citations governing DHCD's rental accommodation functions:
(1) the Rental Housing Act of 1985, D.C. Official Code § 42-3501 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapters 38-44.
(2) the Rental Housing Conversion and Sale Act of 1980, D.C. Official Code § 42-3401 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapter 47.
(3) the Condominium Act of 1976, D.C.

Official Code § 42-1901 et seq.; (4) D.C. Official Code § 42-1901 et seq.; (5) the First Right to Purchase Program, title 14 of the District of Columbia Municipal Regulation, chapter 2700; and (6) Housing Conditions, Title 14 of the District of Columbia Municipal Regulations, Chapters 1-15. Submission of an application relevant to these services presumes that the applicant intends to meet all requirements to provide counseling to tenants and tenant groups pursuant to these above referenced citations.

3.3 Geographic Distribution of Services

The Department's decision to select one or more grantees to provide services will be influenced by the potential geographical distribution of service among the qualified applications received. Applicants can designate their proposed service areas in the District based on their by-laws, Board policies, etc. However, the Department reserves the right to designate any service areas it deems appropriate or necessary in making awards and negotiating grant terms. In reviewing the applicant pool, the Department's priority will be to ensure that excellent affordable housing counseling and training services are provided to all low- and moderate-income citizens of the District of Columbia. The Department will seek to bring parity in the quality of all housing services provided for all areas of the District through the award and ongoing management of these grants.

3.4 Marketing and Outreach

Marketing Plan to be submitted: Marketing and outreach are critical aspects of the grant's work. Grantees' efforts ensure these programs and services' success and desired impact. No Grantee or service is exempt from this requirement. Applicants must submit a detailed marketing and outreach plan for the services they are applying for. The plan should be detailed and not assume an understanding that has not been stated. Marketing should be included in the proposed budget and work plan.

DHCD will review and approve the marketing plan. In accordance with agency policy, marketing activities should highlight partnerships with and funding by DHCD.

Aspects of Marketing and Outreach to be considered:

- Continuous and consistent marketing and outreach are essential to achieving these services' objectives and maximizing public awareness of DHCD housing programs.
- Because of DHCD's diverse target population, grantees must utilize various marketing tools.
- Grantees are responsible for distributing DHCD program materials at community forums, public events, homeownership meetings, and fairs. Marketing and outreach may include but are not limited to, websites, email blasts, blogs, listservs, Twitter, Facebook, YouTube, Hope Hotline, flyers, door-to-door visits, community meetings, use of cable television (Channel 16), and public service announcements.

Coordinated with the Department: The grantee's marketing and outreach must be coordinated with DHCD. Grantees are expected to continually assess the success and impact of their marketing efforts to identify the most effective and efficient ways of reaching low– and moderate-income populations.

Participation in Department Marketing Activities: As required by DHCD, Grantees must participate in public activities and events related to housing opportunities. These may include but are not limited to tabling at events, participating in panel discussions, and providing speakers to groups, agencies, or organizations that request them.

DHCD Acknowledgement: Grantees must always acknowledge such housing assistance activities as Department of Housing and Community Development programs in any distributed print or electronic materials. DHCD must approve all such materials before distribution.

Use of DHCD Logo: All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or entirely, by the Department.

1. The written or printed materials must include the authorized DHCD logo.
2. Written or printed materials include, but are not limited to, newspaper, radio, and television announcements or advertisements. Websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.

4. The grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to the Grantee.
5. The grantee must provide copies of all marketing materials, brochures, flyers, and other materials that publicize grant-funded activities to the Grantor via email at dhcd.occo@dc.gov
6. The grantee shall publicize as appropriate to its constituency through social media, print, and online postings, DHCD communications, and events related to Grant-supported activities.

Diversity and Language Access in Marketing: Grantees must demonstrate the capability to effectively serve and communicate with the District's various non-English speaking and special needs populations. This means that marketing and outreach materials must be made available in multiple languages and media based on the needs of those populations. The grantee must demonstrate its intent and capability to comply with the District's Language Access Law. In addition, grantees must demonstrate the availability of appropriate staffing to ensure compliance with the District's Language Access Law.

3.5 Focus Areas and Neighborhood Revitalization Strategy Areas (NRSA)

DHCD has identified specific areas of the District as "Focus Areas." These Areas represent areas where the District has invested in funding to create and preserve affordable housing. Focus Areas follow main routes through the District and their associated neighborhoods. In many cases, business owners are centered on these major routes, while resident services will be seen as more appropriate for those in the communities. Applicants must ensure services are delivered to low- and moderate-income households or areas as part of their program (Housing Services, Small Business Technical Assistance, Façade Improvement). This is a CDBG requirement.

- For Housing Counseling applicants, these Focus Areas should be used to plan outreach activities to inform residents of their services.
- For SBTA and Façade grantees, the Focus Areas define the geographical areas of the District in which they will provide services. In this latter case, the Focus Areas define not only their outreach area but also their service area.

NRSAs Targeting East of the River

The Department obtained the HUD designation for the Neighborhood Revitalization Strategy Area (NRSA) for the Focus Areas in Wards 7 and 8. DHCD has designated areas of Historic Anacostia in the city's Southeast and Far Northeast communities as Neighborhood Revitalization Strategy Areas (NRSAs). This designation will allow the city to target Community Development Block Grant (CDBG) funding that supports economic and community revitalization efforts. These include Martin Luther King Jr Avenue, Marion Barry Avenue, Minnesota Avenue, and Benning Road. However, all areas of Ward 7 and Ward 8 remain the focus of the grantee's work and outreach.

For communities outside of the NRSA areas, DHCD has designated Focus Areas throughout the District. Applicants are encouraged to partner with other community-based organizations. This collaboration can include cross-disciplinary collaboration. For example, a Façade grantee may partner with an SBTA grantee to provide business owners various services encompassing both disciplines. Housing service grantees may partner to promote or provide services one grantee offers, but another may not. The key to collaboration is an outlook of being partners, not competitors.

The following is a list of the Focus Areas and some of their associated neighborhoods. The outreach plans can include other nearby neighborhoods, mindful of the low-income requirements. Each applicant is asked to select one or more Focus Areas for their application. Please note that this is a minimum, and applicants may choose more than three. Applicants will be asked to provide reporting on outreach activities.

The following is a list of the Focus Areas outreach plans, mindful of the low and income requirements.

Focus Areas/Neighborhoods

- **16th St NW Corridor** near the intersection with Havard St NW (Columbia Heights) in Ward 1
- **Georgia Ave and New Hampshire Ave NW Corridor** (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- **Rhode Island Ave and South Dakota Ave NE Corridor** (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 4 and Ward 5
- **M Street and South Capitol Streets SW Corridor** (Greenleaf and Waterfront) in Ward 6
- **Benning Road and Florida Ave NE Corridor** (NoMa/Ivy City/Trinidad) in Ward 5 and Ward 6
- **Minnesota Ave and Benning Rd NE Corridor** (Benning, Greenway) in Ward 7
- **Pennsylvania Ave and Minnesota Aves SE Corridor** (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- **East Capitol and Benning Rd Corridor** (Capitol View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- **Marion Barry Ave and Martin Luther King Aves SE Corridor** (Historic Anacostia, Fairlawn, Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- **Marion Barry Ave and Alabama Aves Corridor** (Skyland, Woodland, Garfield Heights) in Ward 8
- **Martin Luther King Ave and Alabama Ave Corridor** (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- **South Capital St and Chesapeake St SE Corridor** (Bellevue, Washington Highlands) in Ward 8

FY25 Housing Counseling Services Workplan

Organization Name:	University
Grant Number:	2025-12

Performance Period: 2/1/2025 to 09/30/2025

RFA Service #	Service Area	ected Num	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	NRSA Ward 7 & 8 All Services	Total
A1	HUD Housing Counseling	66	Number of First Time Homebuyers Purchasing Homes	Public Service or NRSA	$32,621.74	$97,865.21	$231,976.80	$362,463.75
A1		132	Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		363	Number of 1:1 Counseling Sessions (Budget & Credit)					
A1		264	Number of unduplicated households					
A1		4620	Number of 1:1 Homebuyer Counseling Sessions					
A1		1133	Number of unduplicated households					
A2	8-Hour Homebuyer Class	20	Number of 8-hour Homebuyer Educations Classes	Public Service or NRSA	$5,685.42	$17,056.26	$40,429.67	$63,171.35
A2		132	Number of Attendees of 8-hour Homebuyer Classes					
A2		93	Number of DHCD Certificates issued					
A3	HPAP (EAHP/NEAHP)	26	Number of HPAP Pre Purchase Orientations conducted	Non-Public Service or NRSA	$19,666.20	$58,998.60	$139,848.55	$218,513.35
A3	(NPS ONLY)	106	Number of Attendees at HPAP Orientations					
A3		132	Number of Files submitted to HPAP Administrators					
A3		3960	Number of 1:1 HPAP Counseling Sessions					
A3		1320	Number of unduplicated households					
A4	IZ/ADU Orientations	26	Number of IZ Orientations Conducted	Public Service or NRSA	$2,796.14	$8,388.41	$19,883.63	$31,068.18
A4		330	Number of Attendees at IZ Orientations					
A4		264	Number of DHCD Certificates issued					
A5	IZ/ADU Income Certifications	165	Number of IZ/ADU Income Cetifications completed	Public Service or NRSA	$932.03	$2,796.09	$6,627.77	$10,355.89
A6	PADD	3	Number of PADD group training/coaching	Public Service or NRSA	$932.04	$2,796.09	$6,627.77	$10,355.90
A6		26	Number of Attendees at PADD group training					
A6		33	Number of 1:1 PADD sessions (if applicable)					
A6		26	Number of unduplicated households receiving 1:1 PADD sessions					
A6		26	Number of PADD Income Certifications					
A7	General Housing Services & Information (Group Training)	99	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
A7		1320	Number of Attendees at Financial Literacy Trainings					
A7			Number of Homebuyer Clubs Meetings					
A7			Total of Attendees at Homebuer Club Meetings					
A7			Number of group trainings or workshops not reported in other categories					
A7			Number of Attendes at group trainings or workshops not reported in other categories					
B10	Eviction Counseling	3	Number of Eviction workshops	Public Service or NRSA	$1,848.07	$5,544.20	$13,141.82	$20,534.09
B10		17	Number of Attendees at Eviction workshops					
B10		7	1:1 Eviction Counseling					
B10		7	Unduplciated households 1:1 Eviction Counseling					
B10			Number referred to Attorney(s) for Legal Services					
B10			Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)					
B10			Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)					
B10		7	Number Evictions Prevented					
B11	SFRR	16	Number of SFRRP Orientations conducted (required)	Public Service or NRSA	$6,524.35	$19,573.00	$46,395.40	$72,492.75
B11		132	Number of 1:1 Intake sessions					
B11		66	Number of unduplicated households					
B11		27	Number of complete applications submitted in SFRRP Portal					
B12	Legal Services for Seniors, Coops and Condos		Senior households receiving legal services	Public Service or NRSA				$0.00
B12	(Law Firm Subrecepients Only)		Coop Associations receiving legal services					
B12			Condo Associations receiving legal services					
B12			Number of Pro Bono Legal Services Recruited and Retained					
B12			Number of Trainings for Law Firms (Trainings)					
B12			Number of Attendees at trainings for Law Firms (Attendees)					
B12			Number of new partnerships initiated					
B12			Total Number of Trainings to and work with Pro Bono Provided					
B12			Number of outreach presentations conducted					
B12			Number of outreach activities conducted					
B12			Number of Senior Households that received Legal Counsel or Consultation					
B12			Number of Senior households that received Legal Representation					
B12			# of clients helped with Schedule H					
B12			# of clients helped with life planning docs					
B12			# pro bono attorneys engaged in housing-related matters					
B12			# veterans receiving legal counsel/advice					

Marketing		3	Other Tabling Events	Public Service or NRSA				$0.00
Marketing		6600	Flyers Distributed					
Marketing		198	Social Media Posts (Facebook, LinkedIn, Instagram)					
Marketing		27	Mailings					
Marketing			Paid Advertizing (display ads in print)					
Marketing		8	Other--radio ads					
Marketing			Other					
	TOTALS	23309			$34,307.50	$282,921.44	$670,630.96	$1,047,859.90

Exhibit B Budget

- Schedules A (3-1) and A (3-2) for the First Performance Period

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

Rev. 12/09/2024

ORGANIZATION NAME:	University Legal Services
PERIOD OF PERFORMANCE:	2/1/2025-9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	
WARD (if applicable):	
TYPE OF ACTIVITY:	

***Instructions:** Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$797,744.73	$237,909.71	$1,035,654.44
Accounting Consultants	$2,436.05	$6,268.67	$8,704.72
Space	$65,000.00	$209,244.00	$274,244.00
Utilities	$4,000.00	$7,533.33	$11,533.33
Telephone	$3,000.00	$5,000.00	$8,000.00
Consumables	$10,100.00	$39,200.00	$49,300.00
Marking & Outreach	$6,000.00	$0.00	$6,000.00
Storage	$7,403.59	$16,800.00	$24,203.59
Triple Net Lease	$33,350.00	$0.00	$33,350.00
Internet	$2,263.54	$0.00	$2,263.54
Due/Subscription	$20,000.00	$22,000.00	$42,000.00
Credit Report-NE/SE/MH	$1,300.00	$0.00	$1,300.00
Total Direct Cost	$952,599.91	$543,953.71	$1,496,553.62
Total Indirect Costs (De Minimis Cost Rate 15%)	$95,259.99		$0.00
Total Costs	$1,047,859.90	$543,953.71	$1,496,553.62

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 12/09/2024

ORGANIZATION NAME:	University Legal Services
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 to 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Number of Hours	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
Personnel Subtotals						$664,787.28
				Fringe Benefits (Max 20%)		$132,957.46
				Total NBAP Grant Personnel Costs		$797,744.73

Exhibit C Required Reporting

- Monthly Performance Report
- Monthly Report of Group Trainings
- Monthly Report on Outreach and Marketing Activities
- Monthly Reporting of Special Activities
- Monthly Reporting of changes in personnel relative to grant work and payroll
- Quarterly Beneficiary Data
- Quarterly Language Access Report
- Quarterly Data Report

DC Department of Housing and Community Development

Deadline 00/00/0000

FY25 RFA: Housing Services

ZoomGrants Help [hide this]

Creating a New Application to Submit
The 'Saving' screen is still flashing...now what?
Missed Deadline FAQs
Invite Collaborators to Work on Application

Applicant View

Application Status: Not Submitted

Basic Information Part I and II-Application Narrative Questions Budget Organizational and Financial Capacity

Required Attachments Activity Log

Report: **OVERDUE** Report Totals

Ask a Report Question

(answers are saved automatically when you move to another field)

Instructions Show/Hide

As in the past, Performance Reporting is divided into three sections:

- **Workplan Metrics** (numbers only),
- **Accomplishment Narrative** (Text Boxes), and
- **Various uploads** (spreadsheets usually).

This data is extremely important. Reports can affect performance goals and funding. Your reports are used to report to the City Administrator, the Mayor (including DMPED) and to the District Council and its Committee on Housing. Where uploads are required, **use excel files or Word files.** This will allow your information to be uploaded into the database and reported to District leaders.

For **Workplan Metrics,** use only numbers or leave it blank. **Letters such as N/A are to be avoided.** This will make your report impossible to be uploaded in the DHCD database and will require your corrections. Only numbers zero (0) and above can be used. If a metric is left blank, it will be treated as a zero.

In the **Accomplishment Narrative**, text boxes are provided to provide statements of activities or the information requested. In the first Report, please answer Question 22 (Points of Contact) with all points of contact for the areas mentioned. Thereafter in subsequent months, if there are no changes, it is okay to say, "No Changes". The same is true for Question 21 (staffing). Please answer Question 23 (Success Stories), Question 24 (Good News), Question 25 (Other DC agencies and initiatives). Question 26 is important. Remember the RFA asked applicants to align outreach to the Focus Areas mentioned on pages 33 and 34 of the RFA. Mentioning specific Focus Areas in the narrative for Q26 is helpful.

The **Document Upload** section is where excel spreadsheets (usually, sometimes Word Documents) are uploaded. **PDFs cannot be uploaded into database.** [The District of Columbia is fortunate to have many DC Based Programs such as HPAP, IZ/ADU, PADD, SFRRP, TOPA, HRA/RAD related activities, as well as direct services to tenants and tenant groups, and services to Condo/Coop Associations. DHCD staff need monthly reporting in order to better do their work and respond to the needs of DC citizens. These reports are shared directly with the appropriate program manager.]

There three areas of your activities will be reported on a monthly basis to help us meet our HUD and DC Government requirements and the needs of DC residents.

Reporting for Fiscal Year 2025 will begin with Report # 1. The end of Government's fiscal year (9/30/2025) will conclude with Report # 10 and the close-out of FY25 Purchase Orders. The complete schedule is below for the monthly report.

Other Reporting: Beneficiary Data and Language Access

Other reports are also required. These include **Beneficiary Report** and **Language Access Report.** These two reports are required on a quarterly basis. These reports will not be answered within ZoomGrants. The Office of Program Monitoring will provide the spreadsheets to use for these quarterly reports. Please see your Grant Agreement for additional information about the monthly and quarterly reports. Please note, the Beneficiary Report corresponds to the sources and uses of your Grant Agreement. A separate Beneficiary Report is needed for each type of funding awarded: Public Service (PS), Non-Public Service (NPS) and NRSA Wards 7 & 8 PS and NPS.

These quarterly reports will be due:

Oct/Nov/Dec 2/24/2025

Jan/Feb/March 4/10/2025

April/May/June 7/10/2025

July/August/Sept 10/10/2025

Please note we cannot extend these deadlines since they are HUD's deadlines and not in our control. Please submit your report on schedule.

Please remember HUD views reporting and reimbursement requests as inseparable and therefore to be coordinated at the same time. Please avoid not filing on the deadline.

Monthly Reporting on Performance and Accomplishments

Report Number Period Covers Due Date

Report Number	Period Covers	Due Date	Notes
Report 1	FY25 Q1 (Oct/Nov/Dec)	03/03/2025	
Report 2	January	03/03/2025	
Report 3	February	03/10/2025	
Report 4	March	04/10/2025	
Report 5	April	05/10/2025	
Report 6	May	06/10/2025	
Report 7	June	07/10/2025	
Report 8	July	08/10/2025	
Report 9	August	09/10/2025	
Report 10	September	10/10/2025	

In ZoomGrants reporting, there are data questions. Please enter only a whole number. If a particular question doesn't apply to your statement of work and workplan, please enter zero. The narrative questions also require a response. If there is nothing to report in the narrative, please enter a statement such as "No changes" or "Not applicable".

Report 1: 3/3/2025

This report is OVERDUE. Submit Report 1

Agency

This is a branching question. The system will remove questions that do not apply to you based on your answer to Question #1.

Please disregard the number sequencing.

1. Identify Your Agency Name

This is a branching question. Only the questions that apply to your agency will appear.

- ○ CARECEN-Central American Resource Center
- ○ Centro de Apoyo Familar

- ○ Greater Washington Urban League, Inc.
- ○ Housing Counseling Services
- ○ Latino Economic Development Corporation of Washington DC
- ○ Legal Counsel for the Elderly
- ○ Lydia's House in Southeast, Inc.
- ○ Manna, Inc.
- ○ Marshall Heights Community Development Organization, Inc.
- ○ Mi Casa
- ○ Neighborhood Legal Services Program of the District of Columbia
- ○ University Legal Services

Workplan Accomplishment Metrics

2. A1: HUD Housing Counseling

Ignore the auto-total number.

Number of First Time Homebuyers Purchasing Homes

Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)

Number of 1:1 Counseling Sessions (Budget & Credit)

Number of unduplicated households

Number of 1:1 Homebuyer Counseling Sessions

Number of unduplicated households

3. A2: 8-Hour Homebuyer Class

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of 8-hour Homebuyer Educations Classes

Number of Attendees of 8-hour Homebuyer Classes

Number of DHCD Certificates issued

4. A3: HPAP (EAHP/NEAHP)

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of HPAP Pre Purchase Orientations conducted

Number of Attendees at HPAP Orientations

Number of Files submitted to HPAP Administrators

Number of 1:1 HPAP Counseling Sessions

Number of unduplicated households

5. A4: IZ/ADU Orientations

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of IZ Orientations Conducted

Number of Attendees at IZ Orientations

Number of DHCD Certificates issued

6. A5: IZ/ADU Income Certifications

Ignore the auto-total number.

Number of IZ/ADU Income Cetifications completed

7. A6: PADD

Ignore the auto-total number.

Number of PADD group training/coaching

Number of Attendees at PADD group training

Number of 1:1 PADD sessions (if applicable)

Number of unduplicated households receiving 1:1 PADD sessions

Number of PADD Income Certifications

8. A7: General Housing Services & Information (Group Training)

Ignore the auto-total number.

Number of Financial Literacy Trainings (including but not limited to credit & budgeting)

Number of Attendees at Financial Literacy Trainings

Number of Homebuyer Clubs Meetings

Total of Attendees at Homebuer Club Meetings

Number of group trainings or workshops not reported in other categories

Number of Attendes at group trainings or workshops not reported in other categories

9. B8: General Home Management (Post Purchase Non-Delinquent)

Ignore the auto-total number.

Number of Homeownership Preservation Workshops

Number of Attendees at Homeownership Preservation Workshops

Number of Post-Purchase Workshops (not including Homeownership Preservation)

Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)

Number of 1:1 Post-Purchase Counseling Sessions

Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions

10. B9: Foreclosure Counseling

Ignore the auto-total number.

Number of Foreclosure Workshops

Number of Attendees at Foreclsoure Workshops

Number of 1:1 Foreclosure Counseling Sessions

Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number of Foreclsoures Prevented

11. B10: Eviction Counseling

Ignore the auto-total number.

Number of Eviction workshops

Number of Attendees at Eviction workshops

1:1 Eviction Counseling

Unduplciated households 1:1 Eviction Counseling

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number Evictions Prevented

12. B11: SFRR

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of SFRRP Orientations conducted (required)

Number of 1:1 Intake sessions

Number of unduplicated households

Number of complete applications submitted in SFRRP Portal

13. B12: Legal Services for Seniors, Coops and Condos

Ignore the auto-total number.

Senior households receiving legal services

Coop Associations receiving legal services

Condo Associations receiving legal services

Number of Training for Law Firms

Number of Attendees at law firm training

Number of outreach activities

Number of new partnerships initiated

Number of clients helped with Schedule H

Number of clients helped with life planning docs

Number pro bono attorneys engaged in housing-related matters

Number veterans receiving legal counsel/advice

14. B13: Technical Assistance for Coop

Ignore the auto-total number.

Number of Co-Op Associations receiving Technical Assistance

Number of Action Plans written for Co-Op Associations

Number of Successful Outcomes for Co-Op Associations

Number of Asset Management Improvement Services Provided for Co-Op

Number of Asset Management Tactical Support Services Provided to Co-Op

Number of Consultative Services Provided to Co-Op Associations and Clients

Number of Legal Assistant Services provided to Distressed Co-Op Associations

Number of Organization Sustainability Tactical Support Services Provided to Co-Ops

Number of Ownership Educations Sessions provided to different ownership models including shared equity

Number of Relocation Plans completed and accepted for Co-Ops

Numbers of Trainings on Board Operations Governance & Management to Co-ops

Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management

Number of written Asset Management & Sustainability Plans for Co-Ops

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Co-Op Associations

Number of Associations (Coops) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Co-Op Associations

15. B13: Technical Assistance for Condo Associations

Ignore the auto-total number.

Number of Condo Associations receiving Technical Assistance

Number of Action Plans written for Condo Associations

Number of Successful Outcomes for Condo Associations

Number of Asset Management Improvement Services Provided for Condo

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo

Number of Asset Management Tactical Support Services Provided to Condo

Number of Legal Assistant Services provided to Distressed Condo Associations

Number of Consultative Services Provided to Condo Associations and Clients

Number of Organization Sustainability Tactical Support Services Provided to Condo Associations

Number of Relocation Plans completed and accepted for Condo Associations

Numbers of Trainings on Board Operations Governance & Management to condo associations

Number of written Asset Management & Sustainability Plans for Condo Associations

Number of Associations (Condos) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Condo Associations

16. B14: Technical Assistance for Small Apartment Owners (25 units and less)

Ignore the auto-total number.

Number of Inquiries Received

Number of Owners/Managers receiving Services

Number of Action Plans Written

Number of Action Plans Implemented/Completed

Number of Owners/Managers needing Asset Management Guidance

17. C15: TOPA Pre-Purchase Counseling & Training

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Meetings with Tenant Association

Number of Attendees at TOPA Meetings

Number of TOPA Training Workshops to Tenants

Number of Attendees at TOPA Training Workshops

18. C16: TOPA Post-Purchase Counseling & Training

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Post Purchase Training Workshops

Number of Attendees at TOPA Post Purchase Workshops

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

19. C17: Tenant Counseling for HRA - Rental Accommodation Division

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

Number of Attendees at group training/coaching

20. Marketing & Outreach

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Housing Fairs

Other Tabling Events

Flyers Distributed

Social Media Posts (Facebook, LinkedIn, Instagram)

Mailings

Paid Advertising (display ads in print)

Other

Accomplishment Narrative

21. Staffing Information: Any changes (terminations or new hires) in staff members who are on the grant? Or in the Executive Leadership or Management Team? Number of HUD Certified Counselors (expressed as FTEs) on staff at the

end of this reporting period?

Maximum characters: 1000. You have 1000 characters left.

22. Who are the current Points of Contact and email for the following: 1) Executive Leader (NOTE: Executive leader is copied on all communication): 2) Grant/Fund Development: 3) Grant/Accounting: 4) Program Managers/Directors/Supervisors:

Maximum characters: 1000. You have 1000 characters left.

23. Please provide us with client success story/stories for this quarter by program. You may provide a link to an article that has been written for other purposes (newsletter, website, or newspaper article).
Redact (use a pseudonym) for any client name or other personal identifying information if you have not received a release.

Maximum characters: 3000. You have 3000 characters left.

24. Any good news to share? Any events and activities coming up? (e.g. obtained other grant funds to leverage DHCD grant, Open Houses, Presentations, Community Events, etc.)
Upload a calendar of upcoming program events (in-person or webinars).

Maximum characters: 3000. You have 3000 characters left.

25. Describe your organization's involvement in other projects or initiatives with other District agencies.

Maximum characters. 3000. You have 3000 characters left.

26. Describe your marketing and outreach during this period. What groups or areas did you market to, numbers, and in what way did you contact them (mail, event, email, personal, media, etc.)?

Maximum characters: 3000. You have 3000 characters left.

27. Describe any specific obstacles (if any) to your organization's program or service delivery during this period?

Maximum characters: 3000. You have 3000 characters left.

Documents Requested *	Required?	Uploaded Documents *	
ALL: Procurement Report, as applicable Download template: Procurement Report			Upload
ALL: Language Access for Outreach and Group Sessions Download template: Language Access for Outreach and Group Sessions	Required		Upload
ALL: Calendar of Next Quarter (3 months) of Orientations, Trainings, Workshops & 8-Hour Classes	Required		Upload
A-2 HBE 8-Hour Class Attendance Certificates Download template: A-2 HBE 8-Hour Class Attendance Certificates			Upload
A-3 Homebuyer Assistance Program Intake Download template: A-3 Homebuyer Assistance Program Intake			Upload
A-4 IZ Orientation Attendance Certificates Download template: A-4 IZ Orientation Attendance Certificates			Upload
B-11 SFRRP Intake Download template: B-11 SFRRP Intake			Upload
C-15 and C-16 TOPA Reporting Download template: C-15 and C-16 TOPA Reporting			Upload
C-17 Training for Tenants and Tenant Organizations Download template: C-17 Training for Tenants and Tenant Organizations			Upload

** ZoomGrants™ is not responsible for the content of uploaded documents.*

CDBG PUBLIC SERVICE* HOUSING COUNSELING (HC) PROGRAM

HEAD OF HOUSEHOLD DEMOGRAPHICS

IDIS Number	
Community Based Organization (CBO)	
National Objective/Matrix Code	
Project Analyst	
Proposed HOUSEHOLDS TO Serve	
Total HOUSEHOLDS Served	
Difference Used for CAPER Analysis	

Tip #1	Avoid Duplicative Reporting
Tip #2	Complete each cell; even if N/A (Not Applicable)
Tip #3	Do not complete Grayed-Out Cells
Tip #4	Based on HEAD of HOUSEHOLD
Tip # 5	Submit Quarterly
Tip #6	Public Service - HC that cannot show proof a home was purchased.
Tip # 7	OPM - Kelly Ann Morrow, DHCD Grant Management Officer, kelly-ann.morrow@dc.gov

HEAD OF HOUSEHOLD CHARACTERISTICS

Race/Ethnicity/Household Composition	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
White	0			0	0																					0	0	0
Black/African American	0	0		0	0																					0	0	0
Asian	0	0		0	0																					0	0	0
Native American/Alaskan Native				0	0																					0	0	0
Native Hawaiian/Other Pacific Islander				0	0																					0	0	0
Native American/Alaskan Native & White				0	0																					0	0	0
American Indian/Alaskan Native & White				0	0																					0	0	0
Asian & White				0	0																					0	0	0
Black/African American & White				0	0																					0	0	0
Native American/Alaskan Native & Black/African American				0	0																					0	0	0
Other Multi Racial				0	0																					0	0	0
Did Not Report				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Income Data (In accordance with HUD Part 5)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
Extremely Low 0-30 %				0	0																					0	0	0
Low 31%-50%				0	0																					0	0	0
Moderate 51%-80%				0	0																					0	0	0
Non-Low/Moderate 81% - 110%				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Additional Data (Does not apply to Single Family Residential Rehabilitation Program)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
With New or Continuing Access to Service or Benefit	0			0	0																					0	0	0
With Improved Access to Service or Benefit				0	0																					0	0	0
Received a Service or Benefit that is No Longer Substandard				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Language Access

The recent Executive Order of the President makes English the Official Language of the United States.

Grantees may translate forms, document, trainings into other languages as they deem appropriate for the benefit of clients.

Grantees may also make provision for clients to have access who are English Proficient/Non-English Proficient (LEP/NEP).

The Language Access line remains available to Grantees. OPM can provide the phone number.

Grantees are encouraged to report on a quarterly basis concerning language accommodation for clients.

Tracking includes:

- Language
- Use of interpreter, bi-lingual staff person or language access telephonic line
- Used on the group basis or individual and the number of each

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit D Method to determine Client Eligibility for Services

Method to determine Client Eligibility for Services:
By Household

DHCD will provide the spreadsheet to use for this Quarterly Report

If a grantee has two or three sources/uses of grant funds, a separate report is needed for each.

Sources/Uses includes

1. Public Services (PS),
2. Non-Public Services (NPS) and
3. NRSA Wards 7 & 8 PS & NPS.

For each the Household report includes:

Section 1

Grantees will provide the following information concerning race/ethnicity which shall be recorded by

- Ward,
- Head of Household,
- Tenant/Owner

White
Black/African American
Asian
Native American/Alaskan Native
Native Hawaiian/Other Pacific Islander
Native American/Alaskan Native & White
American Indian/Alaskan Native & White
Asian & White
Black/African American & White
Native American/Alaskan Native & Black/African American
Other Multi Racial
Did Not Report
TOTAL

Section 2

Also, each household shall be counted by income category using the CDBG income categories and dollar amounts. (See chart in this exhibit.)

Section 3

Lastly, each household shall be counted by CDNG service category.

With New or Continuing Access to Service or Benefit
With Improved Access to Service or Benefit
Received a Service or Benefit that is No Longer Substandard

The Number of Households in each of the above calculations be the same. That is, if 100 households are reported in Section 1, there must be 100 in reported also in Sections 2 and 3.

This procedures is repeated for:

- Non-Public Service Activities
- NRSA Wards 7 & 8 Public Service and Non-Public Service

INCOME LIMITS WITH UNCAPPED LIMITS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
U.S. Department of Housing and Urban Development (HUD) FY 2023
Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	**84,400**	**96,450**	**108,500**	**120,550**	**130,200**	**139,850**	**149,500**	**159,150**

	Median Income	**Family Four Low Income Limit**
DC	**$152,100**	**$95,300**

This grant will consider eligibility based on Household Beneficiary Data

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit E Budget Modification Form

BUDGET MODIFICATIONS

To request a Budget Modification, please reach out to your Point of Contact with Community Services to request the excel file.

The excel file should be returned to Community with the details (below) about your request. You may also send a PDF of the excel file in addition to the excel file itself. The excel is needed to upload to the database.

There should be a cover letter from the Executive Director requesting the modification as outlined in excel file attached. Only the Executive Director as a signatory to the Grant Agreement can request a Budget Modification.

The Excel file will guide you through the process.

The Excel template asks you for each line item in the A 3-2 (Personnel) to indicate the current budget and the requested budget modification for:

- Hourly rate
- Number of Hours to be charged to the Grant (total for the year)

Similarly for the A 3-1 the template asks the current Budget Amount for each line item and the requested modification amount for each line item in the A 3-1.

Each line item in the A 3-1 and A 3-2 must be included in the Modification.

The deadline to request a Budget Modification is June 1st of each year.

The Community Services team is available to provide technical assistance.

Cost Category	Current Budget	Increase (Decrease)	Requested Modificastion Amount
Personnel (Salary & Fringe)	$0.00	$0.00	$0.00
Credit Report	$0.00	$0.00	$0.00
Space	$0.00	$0.00	$0.00
Insurance	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Training	$0.00	$0.00	$0.00
IT Services & Support	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$0.00	$0.00	$0.00
Total Indirect Costs (De Minimis Cost Rate 15%)	$0.00		$0.00
Total Costs	$0.00	$0.00	$0.00

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit F Drug Free Workplace Certification

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code. and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - lll, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. Debarment, Suspension, And Other Responsibility Matters (Direct Recipient)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

1. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F. for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020. Notice shall include the identification number(s) of each effected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and incising termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (1), (c), (d), (e), and (f).

B. The applicant may insert in the space provided below the sites) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Drug-Free Workplace (Grantees who are Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, subpart F, for grantees as defined at 28 CFR Part 67; Sections 67 615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020.

As the duly authorized representative of the applications,
I hereby certify that the applicant will comply with the above certifications.

University Legal Services
220 I Street, NE Ste 130
Washington, D.C. 20002

1. Grantee Name and Address

Housing Counseling Services 2025-12

2. Application Number and/or Project Name

52-0902922

3. Grantee IRS/Vendor Number

Jane M. Brown, Executive Director

4. Typed Name and Title of Authorized Representative

Jane Brown

5. Signature

10/3/24

6. Date

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit G Service Area Eligibility

This grantee provides services to residents of all DC Wards and will focus on the neighborhoods in these corridors where DHCD has invested resources for housing development.

- 16th St NW Corridor near the intersection with Havard St NW (Columbia Heights) in Ward 1
- Georgia Ave and New Hampshire Ave NW Corridor (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- Rhode Island Ave and South Dakota Ave NE Corridor (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 5
- M and South Capitol Streets SW Corridor (Greenleaf/Waterfront) in Ward 6
- Benning Road and Florida Ave NE Corridor (NoMa/Ivy City/Trinidad) Ward 6
- Minnesota Ave and Benning Rd NE Corridor (Benning, Greenway) in Ward 7
- Pennsylvania Ave and Minnesota Aves SE Corridor (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- East Capitol and Benning Rd Corridor (Capital View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- Marion Barry Ave and Martin Luther King Aves SE Corridor (Historic Anacostia, Fairlawn Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- Marion Berry Ave and Alabama Aves Corridor (Skyland, Woodland, Garfield Heights) in Ward 8
- Martin Luther King Ave and Alabama Ave Corridor (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- South Capital St and Chesapeake Aves SE Corridor (Bellevue, Washington Highlands) in Ward 8

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit H Insurance Requirements

DHCD-BILL WINSTON-GRANT FOR VARIOUS COMMUNITY-BASED ORGANIZATIONS HOUSING COUNSELING AND SERVICES AF07082024

INSURANCE

A. GENERAL REQUIREMENTS. The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this grant, the types of insurance specified below. The Grantee shall submit a Certificate of Insurance to the Grant Administrator (GA) giving evidence of the required coverage prior to commencing performance under this grant. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the GA.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Grantee and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this grant, with the understanding that any affirmative obligation imposed upon the insured Grantee or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its subcontractors, and not the additional insured. The additional insured status under the Grantee's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the GA in writing. All of the Grantee's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Grantee or its subcontractors, or anyone for whom the Grantee or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the GA with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the GA in writing), covering liability for all ongoing and completed operations of the Grantee and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an

Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or it's equivalent) to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the GA in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee in connection with work under this agreement, with a minimum combined single limit of $1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Grantee shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Defense costs shall be in addition to and not erode the limits of liability
e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or it's equivalent)

3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

   Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   The Workers Compensation and Employers Liability shall be further endorsed to:
   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

   Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   The Workers Compensation and Employers Liability shall be further endorsed to:
   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the GA of commercial umbrella or excess liability insurance with minimum limits of $5,000,000 per occurrence and $5,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS
Any and all subcontractors engaged by Grantee for work under this agreement shall be required to have the same insured required of Grantee. Should the Grantee wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Grantee shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Grantee. In either instance, the Grantee must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

E. DURATION. The Grantee shall carry all required insurance until all grant work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this grant and two years for non-construction related grants.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the Grantee's liability under this grant.

G. CONTRACTOR'S PROPERTY. Grantee and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.

H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the grant price.

I. NOTIFICATION. The Grantee shall ensure that all policies provide that the GA shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Grantee no long complying with the above requirements. The Grantee shall provide the GA with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the GA with an updated Certificate of Insurance should its insurance coverages renew during the grant. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Grantee at least 30 days' notice of the change. Grantee must comply, at your expense, and deliver to the GA evidence of compliance before the change becomes effective.

J. CERTIFICATES OF INSURANCE. The Grantee must send to GA, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Grantee must also provide us with evidence of renewal before the expiration date of each insurance policy. Grantee is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . Certificates of insurance must reference the corresponding grant number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:
William Winston, Grant Administrator (DHCD)
1909 Martin Luther King Jr Av SE, Washington DC 20020
771-208-9628
Bill.winston@dc.gov

The GA may request and the Grantee shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Grantee expires prior to completion of the grant, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the GA prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the GA on an annual basis as the coverage is renewed (or replaced).

K. DISCLOSURE OF INFORMATION. The Grantee agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Grantee, its agents, employees, servants or subcontractors in the performance of this grant.

L. CARRIER RATINGS. All Grantee's and its subcontractors' insurance required in connection with this grant shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.

M. WARRANTIES. When applicable, the Grantee should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). GA should collect, review for accuracy, and maintain all warranties for goods and services.

Exhibit I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

DHCD Contract No. 2025-12
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT B

FY 2026 Statement of Work
and
Workplan

Applicant's Name: University Legal Services Inc.
RFA FY25

Services to be provided in FY26

The Grantee is funded to provide the service(s) identified herein *(see below)*. Services are to be provided by the Grantee in accordance with the description, conditions and procedures identified in Section 3.2 of the RFA FY25 for Housing Services (incorporated herein by reference); provided however, DHCD may alter descriptions, conditions and procedures at any time.

Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A6: Income Certification for the Property Acquisition and Disposition Division (PADD) Applicants

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B13: Technical Assistance for Coop and Condo Associations

CATEGORY C: TENANTS AND TENANT GROUPS
C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

FY26 Housing Counseling Services Workplan

Organization Name: University Legal Services, Inc.
Grant Number: 2025-12

Performance Period: 10/1/25-9/30/26

RFA Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	NRSA Ward 7 & 8 All Services	Total
A1	HUD Housing Counseling	100	Number of First Time Homebuyers Purchasing Homes	Public Service or NRSA	$42,848.43	$156,900.56	$338,121.40	**$537,870.39**
A1		132	Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		7447	Number of 1:1 Counseling Sessions (Budget & Credit)					
A1		1380	Number of unduplicated households					
A1		7447	Number of 1:1 Homebuyer Counseling Sessions					
A1		1380	Number of unduplicated households					
A2	8-Hour Homebuyer Class	20	Number of 8-hour Homebuyer Educations Classes	Public Service or NRSA	$7,561.48	$27,410.40	$59,546.71	**$94,518.59**
A2		165	Number of Attendees of 8-hour Homebuyer Classes					
A2		100	Number of DHCD Certificates issued					
A3	HPAP (EAHP/NEAHP)	30	Number of HPAP Pre Purchase Orientations conducted	**Non-Public Service or NRSA**	$26,465.21	$95,936.38	$208,413.51	**$330,815.10**
A3	(NPS ONLY)	130	Number of Attendees at HPAP Orientations					
A3		150	Number of Files submitted to HPAP Administrators					
A3		4000	Number of 1:1 HPAP Counseling Sessions					
A3		1320	Number of unduplicated households					
A4	IZ/ADU Orientations	30	Number of IZ Orientations Conducted	Public Service or NRSA	$3,780.74	$13,705.20	$29,773.40	**$47,259.34**
A4		350	Number of Attendees at IZ Orientations					
A4		264	Number of DHCD Certificates issued					
A5	IZ/ADU Income Certifications	165	Number of IZ/ADU Income Cetifications completed	Public Service or NRSA	$1,134.22	$4,111.56	$8,932.00	**$14,177.78**
A6	PADD	3	Number of PADD group training/coaching	Public Service or NRSA	$1,260.25	$4,568.40	$9,924.45	**$15,753.10**
A6		26	Number of Attendees at PADD group training					
A6		33	Number of 1:1 PADD sessions (if applicable)					
A6		26	Number of unduplicated households receiving 1:1 PADD sessions					
A6		26	Number of PADD Income Certifications					
A7	General Housing Services & Information (Group Training)	120	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)	Public Service or NRSA	$0.00	$0.00	$0.00	**$0.00**
A7		1400	Number of Attendees at Financial Literacy Trainings					
B10	Eviction Counseling	10	Number of Eviction workshops	Public Service or NRSA	$2,520.50	$9,136.80	$19,848.91	**$31,506.21**
B10		40	Number of Attendees at Eviction workshops					
B10		7	1:1 Eviction Counseling					
B10		7	Unduplciated households 1:1 Eviction Counseling					
B10		7	Number Evictions Prevented					
B11	SFRR	25	Number of SFRRP Orientations conducted (required)	Public Service or NRSA	$8,821.73	$31,978.79	$69,471.20	**$110,271.72**
B11		140	Number of 1:1 Intake sessions					
B11		75	Number of unduplicated households					
B11		40	Number of complete applications submitted in SFRRP Portal					
B13	Technical Assistance for Co-Ops and Condo Associations	12	Number of Co-Op Associations receiving Technical Assistance	Public Service or NRSA	$6,301.24	$22,842.00	$49,622.50	**$78,765.74**
B13	Coops	12	Number of Action Plans written for Co-Op Associations					
B13	Coops	54	Number of Successful Outcomes for Co-Op Associations					
B13	Coops	54	Number of Asset Management Improvement Services Provided for Co-Op					
B13	Coops	24	Numbers of Trainings on Board Operations Governance & Management to Co-ops					
B13	Coops	12	Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management					
B13	Coops	12	Number of written Asset Management & Sustainability Plans for Co-Ops					
B13	Coops and Condos	9	Number of Associations (Coops and Condos) referred to private/ nonprofit Law Firm					
B13	Coops and Condos	4	Number of Trainings on Development including Relocation and Construction Management					
B8		10	Number of Post-Purchase Workshops (not including Homeownership Preservation)	Public Service or NRSA	$3,780.74	$13,705.20	$29,773.40	**$47,259.34**
B8		30	Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)					
B8		13	Number of 1:1 Post-Purchase Counseling Sessions					
B8		30	Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions					
B9	Foreclosure Counseling	15	Number of Foreclosure Workshops	Public Service or NRSA	$6,301.24	$22,842.00	$49,622.30	**$78,765.54**
B9		50	Number of Attendees at Foreclsoure Workshops					
B9		66	Number of 1:1 Foreclosure Counseling Sessions					
B9		99	Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions					
B9		99	Number of Foreclosures Prevented					
C15	TOPA Pre-Purchase Counseling & Training	2	Number of TOPA Meetings with Tenant Association	Public Service or NRSA	$1,260.24	$4,568.40	$9,924.45	**$15,753.09**
C15		20	Number of Attendees at TOPA Meetings					
C15		3	Number of TOPA Training Workshops to Tenants					
C15		14	Number of Attendees at TOPA Training Workshops					
C16	TOPA Post-Purchase Counseling & Training	96	Number of TOPA Post Purchase Training Workshops	Public Service or NRSA	$12,602.48	$45,684.00	$99,244.53	**$157,531.01**
C16		304	Number of Attendees at TOPA Post Purchase Workshops					
C16		304	Number of unduplicated households					

C16		24	Number of one on one counseling sessions					
C16		27	Number of group training/coaching					
C17		12	Number of group training/coaching	Public Service or NRSA	$1,260.24	$4,568.40	$9,924.41	$15,753.05
C17		120	Number of Attendees at group training/coaching					
Marketing	MARKETING AND OUTREACH	7	Housing Fairs					
Marketing		3	Other Tabling Events					
Marketing		6600	Flyers Distributed	Public Service or NRSA				$0.00
Marketing		198	Social Media Posts (Facebook, LinkedIn, Instagram)					
Marketing		27	Mailings					
Marketing		8	Other					
	TOTALS	34969			$125,898.74	$457,958.09	$992,143.17	$1,576,000.00

DHCD Contract No. 2025-12
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT C

FY 2026 Budget

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
RESIDENTIAL & COMMUNITY SERVICES (NBA)

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	University Legal Services, Inc.
PERIOD OF PERFORMANCE:	**10/1/2025 to 9/30/2026**
FISCAL YEAR:	**FY 2026**
TYPE OF ACTIVITY:	**HOUSING COUNSELING & SERVICES**

Instructions: *Please add rows as needed.*

Cost Category	Oct/Nov/Dec	Jan to Sept	Total
Personnel (Salary & Fringe)	$306,100.77	$904,388.63	$1,210,489.39
Accounting Consultant	$750.00	$650.00	$1,400.00
Space	$21,600.00	$64,800.00	$86,400.00
Utilities	$1,600.00	$5,000.00	$6,600.00
Telephone	$814.00	$2,350.00	$3,164.00
Consumables	$800.00	$3,700.00	$4,500.00
Equipment	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Triple Net Lease	$10,800.00	$32,400.00	$43,200.00
Computer Consultant	$900.00	$3,700.00	$4,600.00
Internet	$900.00	$2,700.00	$3,600.00
Travel	$0.00	$0.00	$0.00
Training	$0.00	$631.40	$631.40
Due/Subscripption	$1,000.00	$4,000.00	$5,000.00
Postage	$0.00	$0.00	$0.00
Credit Report-NE/SE/MH	$250.00	$600.00	$850.00
Interpreter Service	$0.00	$0.00	$0.00
TOPA Consultant	$0.00	$0.00	$0.00
Total Direct Cost	$345,514.77	$1,024,920.03	$1,370,434.79
Total Indirect Costs (De Minimis Cost Rate up to Max 15%)	$51,827.21	$153,738.00	$205,565.22
Total Costs	$397,341.98	$1,178,658.03	$1,576,000.00

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
RESIDENTIAL AND COMMUNITY SERVICES (NBA)

Budget Form A (3-2): Personnel Information

REV.06/25/2025

ORGANIZATION NAME:	University Legal Services, Inc.
FISCAL YEAR:	**FY 2026**
BUDGET PERIODS:	**10/1/2025 to 9/30/2026**
TYPE OF ACTIVITY:	**Housing Counseling**

Instructions: *Please add number of rows for this portion of your budget as needed.*

Position/ Title	Employee Name	Oct/Nov/Dec Hourly Rate	Q1 # of Hours	Jan-Sept Hourly Rate	Jan-Sept # of Hours	Total Costs
Executive Director	Jane Brown	$112.09	300.30	$112.09	887.25	$133,112.48
Supervising Housing Counselor-NE	Tracey Turner	$42.23	462.00	$42.23	1,365.00	$77,154.21
Housing Counselor-NE	Evelyn Cruz	$31.21	462.00	$31.21	1,365.00	$57,020.67
Receptionist/Intake-NE	Janice Coleman	$26.88	415.80	$26.88	1,228.50	$44,198.78
Receptionist-NE	Michelle Beard	$35.65	277.20	$35.65	819.00	$39,083.75
Chief Financial Officer	Lan Ji	$90.33	277.20	$90.33	819.00	$99,019.75
Accounting Assistant	Nakia Montgomery	$36.92	300.30	$36.92	887.25	$43,844.35
IT Manager	Cheryl White	$62.91	277.20	$62.91	819.00	$68,961.94
Supervising Housing Counselor-SE	Jessie Gilbson	$37.50	462.00	$37.50	1,365.00	$68,512.50
Housing Counselor-SE	Sherry Armfiled- Ballentine	$31.21	462.00	$31.21	1,365.00	$57,020.67
Supervising Housing Counselor-MH	Sean Wallace	$48.17	462.00	$48.17	1,365.00	$88,006.59
Housing Counselor-MH	Charlene Gilchrist	$38.60	462.00	$38.60	1,365.00	$70,522.20
Communication	Kaya Cerecedes	$30.29	231.00	$30.29	682.50	$27,669.92
Program Manager-TP	Andrew Martin	$73.68	462.00	$73.68	1,365.00	$134,613.36
Personnel Subtotals				**Personnel Subtotals**		$1,008,741.16
Fringe Benefits (Max 20%)				**Fringe Benefits (Max 20%)**		$201,748.23
Total Grant Personnel Costs				**Total Grant Personnel Costs**		$1,210,489.39

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director		3/17/25
2. Chris Earley, Deputy Director		3/17/25
3. Julia Wiley, General Counsel		3/17/25
4. Bill Winston, Associate Director of Community Services		3/14/25
5. Clyde Edwards, Program Analyst	CDE	3/13/25
6.		

SUBJECT:

Director's Comments:

Action

APPROVAL	CIRCULATE	CORRECTION	FILE	FYI	INVITATION	MEETING	SIGNATURE
☒	☐	☐	☐	☐	☐	☐	☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Marshall Heights Community Development Organization- NBAP **FY25** HOUSING SERVICES **$134,000.00** Grant # 2025-09

Originating Office

FROM: C. Edwards	TELEPHONE NUMBER:
DATE:3/13/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE:

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Clyde D. Edwards
Economic Development Program Specialist

Date: 3/14/25

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	Marshall Heights Community Development Organization
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$ 134,000**
ATTACHMENTS:	**FY25 Grant Agreement #2025-09** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

DISTRICT OF COLUMBIA.

COMMUNITY SERVICES
HOUSING COUNSELING SERVICES

GRANT AGREEMENT

BY AND BETWEEN
THE DISTRICT OF COLUMBIA
AND

MARSHALL HEIGHTS COMMUNITY DEVELOPMENT ORGANIZATION INC.

This Grant Agreement ("Grant" or "Agreement"), is made effective as of March 17, 2025, ("Effective Date"), by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the D.C. Department of Housing and Community Development (hereinafter referred to as "Department," "DHCD" or "Grantor") and Marshall Heights Community Dev. Organization, a District of Columbia non-profit corporation Grantee [DUNS No. Unique Entity Identifier (UEI) MPNCL577TNL5] (hereinafter referred to as "Grantee") with its principal place of business at 3939 Benning Rd NE Washington DC 20019. Grantor and Grantee shall be collectively referred to herein as the "Parties."

RECITALS

1. The Department with offices at 1909 Martin Luther King Jr Avenue SE, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975, D.C. Official Code§ 6-1001 *et seq.*, and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Department is authorized to fund community based non-profit organizations that provide housing counseling services for low- and moderate-income persons.

3. On June 7, 2024, the Department published a Notice of Funding Availability ("NOFA") in the D.C. Register, which announced the forthcoming issuance of the Fiscal Year ("FY") 2025 Request for Applications ("RFA") for the Neighborhood-Based Activities Housing Counseling Services Program ("HCSP"). The RFA was issued on June 21, 2024, that solicited applicants to provide services to District of Columbia ("District") residents as a part of the Department's HCSP. HCSP includes Public Services ("PS"), and Non-Public Services ("NPS") as defined in Section I herein. U.S. Department of Housing and Urban Development ("HUD") approved counseling agencies employing one or more certified HUD counselors are eligible to provide both PS and NPS services, while organizations which do not have HUD approval status may provide PS services only. The RFA included an opportunity for applicants to provide one or more of seventeen (17) services listed in the RFA. These services include HUD-approved counseling in keeping with 24 CFR 5.100 and related Federal regulations (in 2 CFR Part 200, and 24 CFR Part 214) as well as services related to local DC programs which are administered by the Department. The RFA and the requirements set forth therein are also incorporated by reference herein.

4. The Grantee's RFA application demonstrates that its organization possesses project management, and organizational and administrative capacity to successfully perform as a nonprofit grant subrecipient under the Department's HCSP, and accordingly DHCD has determined to award a grant to the Grantee in FY 2025 ("25" or "2025").

5. The Grantor proposes to fund HCSP grant activities in FY 2025 from its allocation of Community Development Block Grant ("CDBG") funds authorized by Title I of the U.S. Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), 24 CFR Part 570.

6. As a condition precedent to disbursement of the Grant proceeds to Grantee for the sole and exclusive purposes described in Exhibit A (which includes the "Statement of Work" and the approved "Workplan", both attached hereto and made a part hereof), the Department requires that Grantee enter into this Agreement setting forth the terms and conditions of the Grant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are hereby incorporated by reference and made a part hereof.

Section I. Definitions.

A. As used herein, the following terms shall have the meanings indicated:

a) **Fiscal Year**: All references to Fiscal Year(s) ("FY") herein refer to the District Government fiscal year which is October 1st to September 30th
b) **Neighborhood Revitalization Strategy Area** ("NRSA") refers to the HUD approved areas of Wards 7 and 8 which have been designated as strategic areas for revitalization. Services to Ward 7 and Ward 8 regardless of whether Public Service or Non-Public Service, attributed to the NRSA.
c) **Non-Public Services** refers to 24 CFR 5.100 counseling services provided to clients in connection with the purchase of a specific home. All other 24 CFR 5.100 counseling is Public Service.
d) **Public Services** refers to all other services and may include group training and/or one on one counseling.
e) **Performance Periods**: The Performance Period is defined as the start date and end date for which Grant funds are awarded to execute an approved Workplan and Statement of Work in keeping with the RFA for FY 2025. (See Section IV below.)

Section II. Exhibits.

The Exhibits listed below and the terms and conditions of the same are incorporated herein and made a part of this Agreement.

A. Services to be Provided
- Statement of Work
- Section 3 from the FY 25 RFA: Services
- Workplan as approved by the Grantor

B. Budget
- Schedules A (3-1) and A (3-2) for the First Performance Period

C. Required Reporting Forms
- Monthly Performance Report on group trainings/orientations/workshops and one on one counseling (in connection with the Statement of Work and Workplan), as well as reports on DHCD certificates issued, outreach and marketing activities, and upcoming group trainings.

- Quarterly Beneficiary Data and Demographics for each of the following (a) PS, (b) NPS, and (c) NRSA activities.
- Quarterly Language Access Report (Optional)
- Quarterly Banking Report (as applicable)
- Quarterly Procurement Report (as applicable)
- Quarterly Submission of Minutes of Board of Directors Meetings

D Method to determine Client Eligibility for Services
E Budget Modification Form
F Drug Free Workplace Certification
G Service Area Eligibility
H Insurance Requirements
I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Section III. Grant Award

A. The Department shall make a Grant of the District's CDBG Entitlement Grant Federal Award No: B-24-MC-11-0001 ("CDBG Federal Award") to Grantee in an amount not to exceed One Hundred Thirty-Four Thousand Dollars and No Cents ($134,000.) (the "Grant") and is allocated as follows:

Sources and Uses of Funds:

NRSAs Ward 7 and Ward 8 [CDBG EN]	$ 134,000
TOTAL CDBG [EN]	$ 134,000.

Notwithstanding the source of funds designated above, the Grantor reserves the right to provide funding from another source(s). In all instances, applicable Federal and District laws and regulations shall apply regardless of the funding source. The Grant award shall be used to fund a range of services which HUD has defined as Housing Counseling Services: Public Services and Non-Public Services by a HUD Approved Counseling Agency ("HCA").

The specific Grant activities are described in Exhibit A (attached hereto) which includes
(a) the Statement of Work,
(b) Lines of Services - Section 3.2 of the Request for Applications (RFA), and

(c) The approved Workplan
(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

C. The Grant services will benefit low-and-moderate income persons living in the District of Columbia. In keeping with recent Presidential Executive Orders, Grantees should only use grant funds for US citizens and should maintain such documentation to prove citizenship.[33]

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as Exhibit B. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.

D. The Catalog of Federal Domestic Assistance ("CFDA") number is 14.218.

E. The Uniform Administrative Requirements for Federal Grants are applicable to this grant award and are available online at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1. Also, the Grantee must comply with the Community Development Block Grants regulations 24 CFR part 570 that govern this award and other related HUD regulations, which are incorporated herein by reference.

Section IV. Grant Term and Periods of Performance

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2025. During this term, there are two Performance Periods. The First Performance Period is the Effective Date to September 30, 2025. The Second Performance Period is October 1, 2025, to December 31, 2025.

Funding for each Performance Period is in the sole discretion of the Grantor and requires meeting all due diligence requirements prior to award.

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[33] Examples of such document may include copies of unexpired state issued Real ID identification or driver's license, unexpired US passport or US passport card, active duty Military ID, current Green Card or Naturalization documents with state issued photographic identification.

The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of Grant funds or other Grant assets.

Section V. Statement of Work/CDBG Eligible Activities/Eligible Costs/Business Operations

A. CDBG Eligible Activities

1. Grantee shall use the CDBG Grant proceeds solely to fund Grantor-approved service activities that are intended to provide services and empower low- and moderate- income persons in the District of Columbia to make informed housing choices and achieve their housing goals, whether it's finding affordable rental housing, purchasing a home or obtaining financial assistance for critical home repairs.

The best way to provide this critical information to a client in order to assist them in their decision-making process is to adhere to 24 CFR 5.100[34] [in which a HUD certified counselor conducts (1) intake (2) financial and housing affordability analysis with affordability calculation (3) an action plan and (4) follow-up counseling to implement the action plan and achieve its stated goals].

The Grant services to be provided are described in Exhibit A. This description includes the major tasks, activities and project deliverables to be provided under this Grant. The Grantor reserves the right to alter or change the District of Columbia program requirements including eligibility, services provided, service methodology, service delivery and program goals during the performance period.

The proposed Grant activities are CDBG eligible activities pursuant to 24 CFR 570.201(e).

2. Grantee shall sponsor outreach events that inform the community about the Grant activities and participate in other community events as requested by Grantor.

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[34] 24 CRF 5.100: "Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling."

3. The Grantee must retain records which demonstrate that each activity funded under this Grant is CDBG eligible and document the amount of CDBG funds expended for each activity. This includes the activity itself, the outcomes, and the records concerning beneficiaries in keeping with subsection (B)(2) below receiving services. Any authorizations needed together with beneficiary statistical information should be obtained by the Grantee during intake or registration. HUD does not grant exceptions or authorize the District to make exceptions to this requirement.

B. CDBG National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention of slums or blight; 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. The Grantee certifies that the CDBG-assisted activities to be carried out under this Agreement will meet the National Objective of primarily benefiting low- and moderate-income persons (limited clientele activities) in accordance with Federal and District Requirements. The minimum threshold requires that at least 51% of the households served with CDBG funding must be low- and moderate-income households; provided however, that a Grantee whose application claimed additional scoring points for agreeing to provide Grant services to more than 51% low- and moderate-income beneficiaries, must adhere to the percentage they elected in their application.[35]

In accordance with the Grantee's election in their Application for a grant award and for receiving additional points in scoring, the Grantee has agreed to exceed the minimum requirement and to serve at least 90% low- and moderate-income beneficiaries.

Note: This percentage cannot be decreased as it was used for scoring in a competitive round of funding.

4. The Grantee shall disclose to any client that services are provided free of charge by a Grant funded by DHCD using Federal funds and therefore the Grantee has certain reporting

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[35] In responding to the RFA published June 21, 2024, applicants were given the opportunity to receive additional points in scoring for committing to exceed the CDBG minimum threshold to either a 75% minimum or a 90% minimum.

requirements in order to provide the Grant services free of charge. The Grantee shall use appropriate forms to obtain a client authorization, as required, to comply with the terms of this Agreement and to meet HUD reporting requirements,

C. Staffing

Where HUD requires services are to be provided by a Certified HUD Housing Counselor, the Grantee shall comply with that requirement and not permit services reserved to HUD certified counselors to be provided by others.

To the extent applicable, Grantee agrees to secure the services of qualified personnel that are licensed and bonded in the District of Columbia to perform the CDBG Federal Award activities and services listed in Exhibit A.

Any changes in personnel or their general Grant responsibilities as set forth in Exhibit A are subject to the prior written approval of DHCD. In this regard, it is essential that the Grantee immediately report terminations and proposed new hires to the Grantor.

D. Business Operations

1. Grantee shall observe business hours of operation onsite in their service location(s) that align with District Government hours of operation specifically Monday through Friday 9:00 am to 4:30 pm (DC holidays excepted)[36] and shall ensure that sufficient staff are on site at Grantee's place of business to carry out Grant services.

2. During the hours of operations, Grantee shall have live answered telephones for incoming calls. If the Grantee's phone system utilizes an auto-attendant function or voicemail, announced option to the caller must include an option to press a certain key (such as "0" for an Operator) to be connected to a staff person in real time who can answer and field questions, redirect a caller to a staff person who can address a caller's inquiries, or provide registration information. DHCD and other DC agencies such as the Office of the Attorney General may check Grantee's compliance with this requirement from time-to-time.

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[36] DC Holidays include New Year's Day, Dr. Martin Luther King, Jr. Holiday, Washington's Birthday, DC Emancipation Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Day.

E. Grantee may offer clients virtual appointments as well as virtual group informational or educational activities, but Grantee shall also provide clients an option for in-person services (including both in-person one on one appointments as well as some in-person group informational or educational activities.) The Grantee shall not refuse in-person services to DC residents.

F. Housing Resource Center (HRC) and Late Night Hours: As required by the RFA, "Applicants selected for the award shall participate (in a regular rotation) in staffing onsite at the Department's Housing Resource Center (HRC). The HRC provides services to DC residents by appointment and walk-ins." The HRC is located in the Grantor's offices at 1909 Martin Luther King Jr Av SE. The HRC coordinator, in conjunction with the Associate Director for Community Services, will develop a schedule in consultation with Grant subrecipients for staffing the HRC on a rotating basis on weekdays.

RFA applicants were awarded additional points in their score by committing to "Extended Office Hours." The options included providing office hours until 7:00 pm at least one (1) day a week in their office location and/or until 7:00 pm at least two (2) days a month in the HRC.

In accordance with the Grantee's selection in their Application for grant award and funding, the Grantee has committed to serve Extended Office Hours Extended Office Hours until 7:00 pm one (1) day a week in their office and one (1) day in the HRC.

Section VI. Disbursement/Required Support Documentation

A. <u>Reasonable, Allowable, Necessary, Allocable</u>

1. Grantee may request reimbursement for actual expenses incurred to provide services and as described in the Grant Budget (A 3-1 and A 3-2). Requests must meet all four criteria: reasonable, necessary, allowable, and allocable. (2 CFR 200.305)
   a. ***Allowable costs.*** Reimbursements are limited to the expenses directly related to activities supported by the grant activities and are subject to the regulations of the Federal and District Governments. Expenses related to activities should be necessary, reasonable, allowable and allocable.
   b. ***Limitations on allowable costs***. A grantee may not use an indirect cost rate to determine allowable costs under its grant.
   c. **Some *Unallowable costs.*** Expenses that are not allowable include (but are not limited to) sales tax, late fees, debts, tips & gratuities, food, alcohol, controlled substances, cash reserves or investments, money given to individuals (including

donations, grants or loans), contributions to organizations, costs of fundraising, fund development, grant writing, advocacy, lobbying, and purchase of goods or services for personal use or benefit.

2. In addition, Grantee must demonstrate to the reasonable satisfaction of the Grantor that Grant performance milestones have been achieved. All requests for payment of eligible expenses shall be associated with the budget line items specified in Exhibit B (Budget Schedule A (3-1), estimated cost invoices and satisfactory Grant performance.

3. Grantees may not be reimbursed for expenses paid through Cash app or other similar peer-to-peer payment platforms, since such platforms create issues for recordkeeping, auditability, and compliance with grant regulations.

4. The Grantee shall not supplant funds or seek reimbursement for expenses that may be reimbursed by another grant (Federal, District, or private) either prior to or subsequent to reimbursement by the Grantor.

5. The Grantee must have the capacity for bookkeeping and accounting services required to track Grant expenses and create payment requests in keeping with Federal and District requirements, either on staff or by a third-party contractor.

6. The Grantee shall create and submit payment requests in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the Grantee to create and submit invoices by selecting the applicable purchase order number which is listed on the Grantee's profile.

7. All Grantees must be registered in the portal prior to invoice submission. The vendor portal website is **https://cfo.dc.gov./supplier_portal**. Please log onto the portal for further details and instructions. Questions can be submitted to **suppliers@dc.gov**.

B. Form of Submission of Payment Requests

1. The cover sheet to the reimbursement package must be the 30A Form of the Department [RCSD DHCD 306A Revised October 2024]. No other cover sheet is needed. This form should contain the Purchase Order Number, the IDIS Number, and the Partial Payment Number in accordance with Department's guidelines.

Payments requests are contingent upon certification by the Grantee in the following form as contained on the 306A (RCSD DHCD 306A Revised October 2024). The Certification is to be made by the chief executive officer, or the chief financial officer or the chief operations officer if the Governing Board has authorized this officer to act on behalf of the board to sign.

"I certify that all items, quantities and prices of work and material shown in the requisition are correct to the best of my knowledge and belief. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information , or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812." (2 CFR 200.415)

2. Page 2 and Page 3 shall be the Reimbursement Request A 3-1 and A 3-2.

3. Page 4 shall be the Invoice Cover Sheet with:
   a. A unique identifier (e.g. a row number or brief alphanumeric code) shall be assigned by the Grantee to non-personnel invoices and with the same unique identifier marked on each and every supporting document (e.g. receipt, proof of payment, cancelled checks, contracts, scopes of works, services rendered, vendor statement or document, Grantee's notes) submitted. The unique identifier shall be listed on the invoice cover sheet.
   b. Vendor's name
   c. Remittance address
   d. Invoice number
   e. Invoice date
   f. Contract number (also known as Grant Number)
   g. Purchase order number (if any)
   h. Invoice Amount
   i. The Amount which the Grantee is requesting reimbursement
   j. Quantity of goods/services delivered. Deliverables. Shipping and payment terms
   k. Other substantiating documentation that justifies and supports the payment request.

4. Page 4 and subsequent pages as needed shall include the supporting documents for the reimbursement request including signed timesheets, payroll reports, invoices from vendors marked as described above. (See Section E below.)

C. HUD Related Requirements

1. Federal regulations require that reimbursement under the Grant is tied to (a) beneficiary data reporting and (b) program performance. Failure to meet reporting deadlines for performance and/or beneficiary service data will suspend temporarily the processing of Grantee payment requests. Staff unavailability does not waive the requirement to meet reporting deadlines, and Grantee shall ensure that adequate staff are trained or cross-trained to prepare and submit reports timely.

2. The Grantee should be aware that HUD maintains an *Integrated Disbursement and Information System* ("IDIS"), a database in which the Grantor must make reports during the performance period on each Grantee's account. HUD flags subrecipient accounts when reporting is not provided by a deadline. Such a flag shall constitute a default. Multiple flags or failure to meet the conditions for HUD to remove a flag may result in suspension or termination in keeping with Section XII (C) of this Agreement.

D. Schedule for Submission of Reimbursement Requests

1. Requests for reimbursement shall be submitted in a timely manner by the date due. Failure to meet a deadline shall constitute a default.

2. On the 10th day of each month, the Reimbursement Request shall be for the prior month; provided however, the September reimbursement request must be submitted earlier in October on the date specified by the Office of the Chief Financial Officer of the District of Columbia, which is usually between the 5th and 7th day of October. *(Grantee may wish to use other funding sources for the late September payroll to facilitate meeting the deadlines.)*

3. In order to close-out the grant by September 30th, the October request should be the only request submitted in September.

4. The monthly schedule for submission is as follows:

Month	Due Date
March	April 10th
April	May 10th
May	June 10th
June	July 10th
July	August 10th
August	September 10th
September	October 5th or 7th as specified by the DC CFO
October	November 10th
November	December 10th
December	January 10th
January	February10th
February	March 10th

5. As applicable, expenses incurred pursuant to a project commitment in IDIS that has been approved by the Grantor and are otherwise eligible for reimbursement at the Grantor's sole discretion, may be reimbursed, regardless of when those expenses were incurred.

E. Source Documentation

1. All costs and obligations incurred under this Grant Agreement must be supported by source documentation (e.g. invoices, receipts, contracts, canceled checks, etc.). Documentation may also include approved time distribution sheets and certified payroll reports for employees and contracts.

2. The Grantee must satisfy all documentary requirements to the reasonable satisfaction of the Grantor prior to the disbursement of Grant funds.

F. Requirements Applicable to Disbursed Funds/No Escrow

1. Grantee shall not escrow Grant funds. However, nothing shall prohibit the Grantee from supplementing funding for these activities from other sources including other grants, funders or donors.

2. Any cash advances disbursed pursuant to this Agreement must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate

cash requirements of the Grantee in carrying out the purpose of the Grant. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct Grant program or project costs and the proportionate share of any allowable indirect costs.

3. If at any time it is determined that more Grant funds are disbursed to Grantee than what was required by the Grantee's immediate disbursement needs, Grantee shall immediately return to Grantor the excess funds.

4. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations or fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee.

G. The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect cost rate, as further described in Section (C)(4) and Section (C)(5) (Reporting Requirements) below.

H. In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant proceeds within three (3) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant proceeds, unless another date shall be agreed to be the parties in writing. The Grantor reserves the right to recover such losses by any legal remedy available.

Section VII. Budget Modifications

A. Any amendments to the budget (change in the amounts specified in the individual cost categories set forth in Exhibit B). may be approved by the Grant Administrator, so long as the total amount of the budget is not exceeded.

B. Any increase in the total Grant amount must be approved by the Director of the Department. If the change is made at the request of the Grantee, the request shall be in writing dated and shall be submitted on a Budget Modification Form, attached hereto as Exhibit E.

1. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and dated using the appropriate excel format or the appropriate online portal if available.

2. The Grantee shall make modification requests by June 1st, to allow sufficient time for processing prior to the start of the fourth quarter of the fiscal year. No more than two modifications may be required in the performance period. Requests for modification to the budget shall not be approved after June 1, 2025, except for extenuating circumstances specified in writing, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion.

3. The Department will not approve reprogramming of personnel funds for positions not filled in compliance with this Agreement and Grantee's personnel policies submitted to Grantor. If at any time DHCD requires a more detailed budget breakdown than the one contained herein, the Grantee shall provide such supplemental budget information in a timely fashion and in the form and content prescribed by DHCD.

Section VIII. Conditions Precedent to Grant Closing and Grant Disbursement

Grant closing shall mean the date on which Grantee has satisfied all conditions precedent to execution to the satisfaction of the Grantor, at which time both parties have executed and delivered the Grant Agreement. No Grant proceeds shall be disbursed prior to Grant closing.

The following conditions must be met prior to Grant closing:

A. Eligibility Determination. Determination by the Grantor that Grantee's proposed Grant activities meet eligibility and national objective requirements specified by the CDBG Program regulations at 24 CFR §§ 570.200 through 570.209. Grantor has determined that the proposed Grant activities are eligible for CDBG Program funding pursuant to 24 CFR 570.201(e) (provide housing counseling services to low- to moderate-income households).

B. Environmental Clearance. Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historic preservation reviews, and HUD has issued an approval of the release of funds.

C. Due Diligence Submissions. The following items must be delivered to DHCD for approval prior to Grant execution and Grant closing:

1. Articles of Incorporation, organizational by-laws and certification of nonprofit status.
2. Board/Corporate Resolution, memorializing
   a. the Grantee's intent to enter into this Agreement
   b. identifying the total Grant amount of the award
   c. identifying the Grant Number
   d. identifying the funding source(s) of the award, and
   e. identifying the authorized person by name and title who is authorized to sign on behalf of the corporation to enter into this Agreement.
3. Certificate of Good Standing
   a. issued by the DC Department of Licensing and Consumer Protection (DLCP)
   b. certified within 6 months of the Effective Date of this Agreement.
4. Certificate of Clean Hands
   a. issued by the DC Office of Tax and Revenue (OTR)
   b. certified within 90 days of this Agreement.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia to carry out the Grant activities.
6. Evidence that Grantee has obtained insurance, as provided in Exhibit H. If the renewal period for any insurance requirement occurs during the Grant performance period, the Grantee is required to submit to the Grantor evidence (Certificate Of Insurance) of insurance renewal to cover the remaining Grant performance period.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Effective Date.
8. An Affirmative Action Plan ("AAP") must be submitted by the Grantee for review and approval by the District prior to Grant execution and the disbursement of any Grant proceeds. The AAP shall be in a form to be determined by the District and must detail the Grantee's efforts to comply with the District's goals for achieving equal employment in District government contracts and set forth specific standards for the utilization of minorities in all job categories, as required by Mayor's Order 85-85 and District law.
9. Drug-free Workplace Certification (Exhibit F).
10. Debarment affidavit and verification confirming that Grantee is not debarred or suspended or otherwise excluded from or ineligible for participation in federal or District assistance programs under Executive Order 12549 or District law.

D. Opinion of Counsel. Grantee shall submit a written opinion of the Grantee's attorney, which states that the attorney has read the Grant documents and that the Grantee:

- Is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary.
- Has the full authority and legal right to carry out the terms of this Grant Agreement and all documentation required hereunder to be executed by Grantee; and
- Has taken all actions to authorize the execution, delivery and performance of this Grant Agreement and any documents required to be executed in connection with the Grant according to their respective terms

The Opinion shall further state that none of the aforesaid actions, undertakings or agreements violate any restriction, term, condition or provision of the Grantee's organizational documents or any contract or agreement to which Grantee is a party or by which it is bound. The Opinion must identify the Grant Agreement by name and Grant number, and the counsel must specifically identify the documents upon which the Opinion is based.

E. Current on District Obligations. Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant, including all local taxes and charges affecting Grantee's business.

F. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Proceeds, including, but not limited to the Council of the District of Columbia and the Chief Financial Officer of the District of Columbia.

G. Clearance Approval issued by the DHCD Office of Program Monitoring.

Section IX. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. The Grantee shall cure all report deficiencies identified by the Department and resubmit for approval by the Grantor within 14 calendar days of the notification. The requirements of monthly and quarterly reports [VII.(A) and (B) are in Exhibit C.]

A. Monthly Reporting

Monthly Performance Reporting. The Grantee shall use the online reporting portal provided by the Grantor and shall provide a complete performance report by the 10th day of each month reporting on Grant activities, accomplishments and performance of the prior month. Failure to submit the report by the tenth day of the month following the end of each

month shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

B. Quarterly Reporting

On the 10th day of January, April, July, and October, the following quarterly reports for the previous three months shall be due and provided by the Grantee in the form and method required by Grantor:

1. Quarterly Report on **Beneficiary Data and Demographics** (separate reports for PS, NPS and NRSA).

2. **Banking Report** (as applicable)

3. **Non-expendable Equipment Inventory Report** (as applicable) (the purchase or lease of non-expandable equipment). The purchase of all computer equipment must have prior approval from the Department.

4. **Procurement Report** (as applicable).

5. Copies of the **Minutes of the Board of Directors** meetings, which took place during the previous quarter; and

6. **Language Access Report** (optional) – If services are provided in languages other than English, we encourage a language access report to be made.

Failure to submit any or all Quarterly Reports by the tenth day of the month following the end of a quarter shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

C. Additional Report Requirements

The following reports are due to the Department within the timeframes indicated below. If these documents were previously submitted, they must be updated and resubmitted.

1. Fringe Benefits Report

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects funded from the proceeds of this Grant shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefits rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the change. The report shall be submitted to DHCD within fifteen (15) days of Grant execution.

The fringe benefits rate for any personnel costs funded by this Grant shall not exceed 20% of the base salary rate indicated in Schedule A Form A (3-2) of the budget (Exhibit B).

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to the date of the Offer Letter.

All personnel costs approved under this Grant Agreement must be filled within ninety (90) days of Grant execution or within ninety (90) days of the vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than ninety (90) days, whether intermittent or consecutive, at any time during the Grant period may result in the loss of funds for the position.

Grantee must submit transcripts of training or continuing education for individual staff and counselors to the Grantor.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with CDBG funds, in accordance with the requirements specified in 2 CFR Part 200 (Exhibit D). The property inventory list must include, at a minimum, a short

description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

a. The Grantee shall submit a budget and Cost Allocation Plan showing its direct and indirect costs and the allocation of such costs to the Grantee's activities, including the administration of the activities and services provided under this Agreement. The plan must show all allowable and unallowable costs and how such costs are included in the direct and indirect costs in accordance with 2 CFR Part 200.

b. A current Cost Allocation Plan must be submitted no later than thirty (30) days following Grant execution.

c. The Cost Allocation Plan must include all sources of funding for the Grantee, including this, Grant and to which program/cost centers each source has been applied using the Grantee's chart of accounts (referencing individual budgetary line items).

The Grantee must provide:

i. the total amount of funding from each funding source,
ii. the total staff employed by the Grantee, regardless of funding source, staff allocation per grant/program and the estimated percentage of time spent per grant program.

d. As required by HUD, the Cost Allocation Plan is subject to approval by the Grantor. The Grantee shall cure any defects or omissions in the Cost Allocation Plan within 60 calendar days of the notice to cure.

e. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. The waiver request must detail the reasons for the waiver request and include a copy of the relevant audited financial statements.

f. Claims for reimbursement of documented Grant expenses shall comply with 2 CFR Part 200 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.

5. Indirect Cost Rates

a. Grantees may request reimbursement for indirect costs based on their Cost Allocation Plan. The Cost of Allocation Plan must be reviewed and approved by the Grantor. The Grantee is required to keep records of the expenses charged to the Indirect Cost Rate for monitoring and close-out.

Grantees with Indirect Cost Rates are required to use their indirect cost rate. Grantees with provisional rates must demonstrate the rate is not expired or that it is currently used by a Federal Agency in awarding Federal funds to the Grantee during the current Fiscal Year. Other Grantees may use the Federal *de minimis rate* of 15%. In either case (*De Minimis rate* or Federally Approved rate), Grantee shall maintain records (available during monitoring, or close-out or upon request) indicating which costs in the cost allocation plan and the dollar amount have been attributed to the Indirect Cost.)

Indirect cost rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with supporting documentation. DHCD will not make adjustments to indirect cost rates after June 1st.

The Grantor does not issue or award Indirect Cost Rates.

Grantees who wish to obtain a Federally authorized Indirect Cost Rate are encouraged to contact the "Cognizant Agency" which is the US Department of Health and Human Services.

b. For all personnel costs funded under this Agreement, Grantee must maintain documentation for use of indirect cost funding and provide the same when requested for verification of expenditures in keeping with the approved cost allocation plan, including, but not limited to cancelled checks, employee signed and supervisory approved employee time sheets, invoices and bank records.

c. Expenses charged to an indirect cost rate must be accompanied by and cross-referenced to and reconciled with an independent audited financial statement, which accounts for all (grant funded and non-grant funded) activities by the Grantee during the fiscal year in which the indirect cost rate is based.

6. Organizational Audit

Grantee must submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year.

Note to All Grantees: All Grantees must ensure their financial records are available for review or audit by appropriate officials of the Federal Government and the District Government.

7. Auditor's Management Letter.

Grantee shall submit an auditor's Management Letter to the Grantor at the time it submits the annual audit.

8. Procurement Policy. Accounting Policies and Procedures. and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution, the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of the Grant. These policies and procedures shall be in accordance with the requirements of 2 CFR Part 200. The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

If the Grantee has previously submitted these documents, and the documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a certified statement (the "Re-certification Letter") to the Grant Administrator indicating when the most current document was submitted to the District and certifying that no changes to these policies and procedures have since been made.

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D. Summary of Report Deliverables and Receipt Due Dates:

	Report	**Receipt Due Date**
1	Monthly Performance Report	No later than the 10th day of each month
2	Quarterly Beneficiary Data	No later than January 10th, April 10th, July 10th and October 10th – a separate report for each use: PS-NPS-NRSA
3	Language Access Report (Optional)	No later than January 10th, April 10th, July 10th and October 10th
4	Fringe Benefits Report	Within 15 days of Grant execution
5	New Hires/New Employees Information (Job Description & Resume) HUD certificate if certified counselor	10 Days prior to the Offer Letter of Employment being sent to the candidate
6	Notice of Vacant Position	Within 10 days following the vacancy
7	Non-expendable Equipment Report	Within 15 days of Grant execution and quarterly thereafter
8	Procurement Policies and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
9	Accounting Manual and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
10	Cost Allocation Plan (based on and tied to the most recent audit)	Within 30 days of Grant execution
12	Independent Financial Audit	Within 90 Days of the Close of the Grantee's Fiscal Year

	Report	Receipt Due Date
13	Single Audit Report (if applicable)	Within 30 Days of submission to the Federal Audit Clearinghouse
14	Auditor's Management Letter	Submitted with the submission of the Audit
15	Requests to revise Budgets and/or Workplans	Prior to the 1st day of June
16	Grantee's Close-Out Report (Section XV.) Inventory Report & Annual Report	Within 90 Days of the end of the Term of the Grant.
17	HUD 9902	Within 30 Days of Submission to HUD
18	HUD Monitoring Report	Within 30 Days of Receipt from HUD monitor or the HUD intermediary monitor.

Section X. Accounting/Audit Requirements

A. Accounting System

1. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in Exhibit B.

2. Accounting records should be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.

3. Any funds provided to the Grantee or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest-bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

Grantee shall submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year, contingent on the following:

1. Grantees receiving an aggregate of $1,000,000 or more from all funders in Federal funds must in accordance with Federal regulations obtain an independent audit (Single Audit Act of 1984 , Single Audit Amendments Act of 1996, and 2 CFR Part 200). A standard audit may be supplied pending the completion and submission of the Single Audit.

2. Grantees:
   (a) Required to be audited by any State or political subdivision(s) thereof (whether by statute or regulation) or
   (b) Who conduct an audit to submit to any government or private funder, or foundation or corporate funder or
   (c) Whose governing body or senior management obtains an audit,

   shall be required to submit that audit to the Grantor upon receipt of the same.

If the Grantee is not audited in accordance with (1) and (2) above, the following shall apply:

3. A Grantee whose corporate entity receives or expends less than $999,999 as reported to the Internal Revenue Service in the 990 Tax Return without amendments, deletions or summarized details must file with the Grantor a financial report prepared by an independent Certified Public Accountant and certified by the same that contains:
   - income statement or Statement of Activities,
   - balance sheet or Statement of Financial Position,
   - statement of Functional Expenses by program or cost centers such statement to break out separately the Grantor's funding by Grantor's program(s) separately from all programs or cost centers used.
   - statement of cash flows, and
   - independent review and certification of the financial statements including a review of the management's financial internal controls.

   In addition, the nonprofit organization must file a biennial audit that covers both years within a biennial period. See 2 CFR Part 200, Subpart F.

4. The Grantee shall fully clear any deficiencies noted in the audit reports within sixty (60) days after receipt by the Grantee.

5. . Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default of this Grant and may result in the withholding of future payments and/or debarment from participation in future Grants.

Section XI. Grant Administration

The Grant Administrator is:

William Winston
Associate Director for Community Services
DC Department of Housing and Community Development
1909 Martin Luther King Avenue SE, Room 304
Washington, D.C. 20020.

The telephone number is (771) 208-9628. All concerns regarding the technical implementation and interpretation of this Grant are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line-item changes and terms) where there is no dollar increase.

Section XII. Repayment of Grant Funds/Grant Performance Monitoring Default and Remedies

A. HUD Monitoring

The Grantee is subject to monitoring by HUD and agrees to provide all required information, data, records, files including client files, case notes, correspondence and emails, reports, beneficiary data, performance data, financial records, supporting documentation, to satisfy HUD monitoring. Notwithstanding the date of a finding by HUD, should HUD make a finding, the Grantee shall be responsible to cure the defect, and should HUD require repayment of Grant funds for any reason to the Federal Government, the Grantee shall be responsible for repayment in the amount specified by HUD. Repayment shall be made to the District of Columbia and by the District to the Federal authority in satisfaction of the HUD requirement. HUD monitoring is not confined to the performance period but extends through the record retention period provided in Section XV.

B. Grant Performance Evaluation

1. DHCD will monitor the performance of the Grantee to ensure that the goals and performance standards stated in the Statement of Work and Work Plan and RFA are being achieved according to schedule and within budget.

2. All records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. Grantee shall make timely submission of all information and/or records requested by DHCD or HUD to assess performance under the Agreement.

C. Suspension or Termination of Grant Assistance

1. In accordance 2 CFR 200.340 and 200.341 and 200.343, suspension or termination of CDBG Grant assistance may occur according to the Default provision in subsection D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner.

2. If Grantee fails to correct the substandard performance within thirty (30) days after receiving written notice from DHCD, suspension or termination of this Agreement will be initiated.

3. In accordance with 2 CFR 200.340(a), suspension or termination of Grant assistance may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

Subject to any applicable notice requirement and right to cure, the occurrence of any of the following shall constitute an event of default:

1. Failure to comply with any of the CDBG Program rules, regulations or provisions referred to in this Agreement, or such other Federal or District statutes, regulations, executive orders, District of Columbia mayoral orders, HUD rulings, policies or directives applicable to this Grant:

2. Failure to comply with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement.
3. Substandard performance by the Grantee or any of its agents under this Agreement, as determined in the sole and reasonable discretion of DHCD; or
4. Improper use of funds provided under this Agreement.

A determination of default shall be made in the sole and reasonable discretion of DHCD.

E. Remedies for Default

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of a written notice to the Grantee, Grantor may take one or more of the following actions, as determined in its sole discretion:

1. Terminate and suspend further disbursement of any remaining Grant assistance.
2. Disallow all or part of the cost of the activity or action that is not in compliance with this Agreement.
3. Wholly or partially suspend or terminate the current Grant award; or
4. Take other legal remedies that may be available.

F. Termination for Convenience

The Grant may be suspended or terminated on the basis of convenience as provided in 2 CFR 200.340(a).

G. Reversion to DHCD of Grant Assistance

1. Upon default by the Grantee under the terms of subsection D above, which has not been cured, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request the following:

i. Any Grant funds in its possession (whether or not committed),
ii. Any accounts receivable attributable to the use of Grant funds; and
iii. The portion of any income directly generated by (or the prorated proportion of) Grant funds for the activities described in this Agreement.

2. Upon final completion of the projects and activities for which CDBG funds have been provided by DHCD, expiration of the term of this Agreement, cancellation, or determination of this Agreement, the Grantee shall transfer any unspent, excess or surplus CDBG Grant funds, to include accounts receivable attributable to the use of the CDBG funds.

H. Grantor Non-Waiver

DHCD's delay or failure to act with respect to a breach by the Grantee does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section XIII. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, and 2 CFR Part 200, as deemed applicable by the Grantor. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Fund Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Organizational Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter arising from this Grant Agreement.

D. Cancellation Ceiling

In the event of cancellation of the Grant because of non-appropriation of funds for a specific fiscal year, there shall be a cancellation ceiling of zero dollars.

E. Anti-Deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, Grantor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code§ 47.105. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-Deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section XI. of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements.
2. Performing technical evaluations as required.
3. Interpreting the Statement of Work and other language in the Grant.
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with the District and other laws and regulations applicable to the Grant.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

Babatunde Oloyede
President and CEO
Marshall Heights Community
Development Organization
3939 Benning Rd, NE
Washington DC 20019
202-650-5658
boloyede@mhcdo.org
www.mhcdo.org

H. Misuse of Grant Funds

Any alleged fraud, waste, abuse or mismanagement of Grant funds shall be immediately reported to the Grantor and the District of Columbia Office of the Inspector General ("OIG"). The OIG may be reached at (202) 724-TIPS (8477) and (800) 521-1639 or at oig.dc.gov

I. Nonassignability

Grantee will not sell, assign, pledge or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

Section XIV. Insurance

A. The Grantee shall obtain at least the minimum insurance coverage set forth in this Section XIV. and Exhibit H prior to the Effective Date and keep such insurance in force, as may be applicable, throughout the Grant period of performance.

B. Fidelity Bond: The Grantee must procure Fidelity Bond coverage in an amount equivalent to the total Grant budget. Pursuant to 2 CFR Part 200, Fidelity Bond coverage is required to protect the District's interest in the dollar amount of the Grant. Should Grantee be unable to procure a Fidelity Bond, Grantee shall submit proof that it has obtained general liability insurance that covers internal employee criminal activity or directors' and officers' liability insurance.

Section XV. Records Retention/Access

A. Records Retention

The Grantee shall retain all records demonstrating compliance with CDBG requirements and that are pertinent to this Grant for no less than five (5) years from Close-out of this Grant Agreement, including any extension thereof made in accordance with Section XVI. [Option to Extend] and including but not limited to Close-Out in IDIS of any HUD requirements. See Exhibit 5.1 in this link: https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-5.pdf

B. Extension of Retention Period

Notwithstanding the foregoing retention requirement in paragraph A above, if any litigation, claim, HUD monitoring or audit is initiated before the expiration of the retention period, records shall be retained for a period of not less than four (4) additional years following completion of the actions and resolution of all proceedings (e.g. litigation, claim, HUD monitoring or audit) involving the records.

C. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility, progress and achievement toward program goals and secure such records in a manner subject to applicable privacy laws. Such data may include, but is not limited to, client name, address, income level, case notes, correspondence and a description of service(s) provided. The Grantee shall use software which is HUD compliant to maintain client records. The Grantee shall transmit client records and files in a manner that is compliant with HUD's Personally Identifiable Information (PII) requirements.

D. Access to Records

All Grantee books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Grant funds shall be made available to the Department, HUD, its designee, representatives of the Inspector General of the District of Columbia or the Office of the DC Auditor at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.

E. National Objectives

The Grantee agrees to maintain documentation that demonstrates that the activities carried out with CDBG funds provided under this Grant meet the CDBG national objective of benefiting low- and moderate-income persons, as defined in 24 CFR part 570.208.

F. Copyright

If this Agreement results in any copyrightable material or inventions, DHCD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Section XVI. Federal and District Public Policy Requirements

Grantee shall fully comply with the following Federal and District policy requirements, as deemed applicable by Grantor:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federal-assisted and federal conducted programs and activities .

C. The requirements of Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

D. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.-) and implementing regulations at 24 CFR I part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

E. The requirements of Executive Order 11246, as amended by Executive Orders 11375. 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

F. The Conflict of Interest provisions of Federal and District laws strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of Federal funds to comply with 2 CFR 200.317 to 200.327 and

any sections of Title of 24 the Code of Federal Regulations concerning CDBG funding which are more restrictive than the Uniform Guidance Code for use of CDBG funds. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within (fifteen) 15 business days of execution of the Grant Agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict-of-Interest declarations to be executed by each employee and board member.

G. The Hatch Act. Chapter 15 of Title V. United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

H. The National Environmental Policy Act or other legislation implemented by 24 CFR part 58.

I. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement as Exhibit F.

J. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991H FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.

2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any grant,

or the entering into any extension. continuation. renewal, amendment of modification of any grant.

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and

c. He or she will include the language of the certification in all sub- grant awards at any tier and require that all recipients of sub-grant awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this Grant imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure, as the applicable grant shall so provide.

K. The Americans with Disabilities Act of 1990 (ADA) - Notwithstanding anything contained herein to the contrary, during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

L. The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are applicable pertaining to economic opportunities for low and very low-income persons. 24 CFR part 135.

M. First Source Program - Contractors and subcontractors of a government-assisted Project totaling $300,000 or more must comply with the District's goals for the recruitment, referral and placement of District residents. See D.C. Law 5-93, as amended, D.C. Official Code§ 2-219.01 et seq.

Section XVII. Close-Out Provisions

Activities and tasks during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor, and determining the custodianship of records (which shall remain the responsibility of the Grantee unless a determination is made otherwise). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over District appropriated funds and the record retention period, whichever is longest. Grantee shall submit the following items within the time frames indicated in this Section after completion of Grant activities or expiration or termination of this Agreement.

1. All activities are eligible, were completed and met a national objective.
2. All grant funds were expended in full, or all remaining funds are to be returned to Grantor.
3. All reporting requirements were completed and submitted (except for the final report that is submitted during the closeout process).
4. Any special conditions were met; and
5. All deficiencies or corrective actions affecting the Grant were resolved.

A. Grant Close-Out Report

The Grantee shall submit to the Grantor a Grantee's Close-Out Report ("Report") within ninety (90) days after expiration of the Grant term, termination of the Grant, or final payment for activities under this Agreement, whichever occurs later. This Report, at a minimum, shall include a narrative of the Grantee's completed tasks based on the activities, performance measures and goals set forth in the Statement of Work. The Report shall be completed using a form provided by the Grantor. The Grantee shall provide any information or data Grantor requests for Close-Out. In the Grantor's sole discretion, the reporting provided during the term of this Agreement may be accepted in lieu of the Grantee's Close-Out Report if those reports contain all information required in this section.

B. Documentation of Expenses

Within ninety (90) days after the expiration of the Grant, the Grantee shall provide to Grantor documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses.

C. Equipment Inventory

The Grantee shall submit to Grantor a list of all furniture, fixtures, equipment and vehicles purchased with Grant funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with 2 CFR Part 200.

D. Audit

The Grantee shall submit an audit or financial statement, as applicable, and as provided in Sections IX and X. of this Agreement.

E. Transfer of Records

Grantee shall, within ninety (90) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

F. Grantee's Obligations

The Grantee's obligations to DHCD remain in effect through the period of record retention as stated in Section XV.

Section XVIII. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion, and if legally permitted, extend the term of the Grant no more than two (2) times for one-year terms, or any fraction of one year, or multiple successive fractions thereof.

B. Grantor will endeavor to provide Grantee a preliminary written notice of its intent to extend at least thirty (30) days before the end of the Grant Term. The preliminary notice does not commit the District to an extension or authorize additional Grant funds to Grantee.

C. Any extension of this Grant is contingent upon the appropriation of funds for the applicable time period. However, the availability of funds shall not obligate the District to extend the Grant.

Section XIX. Total Agreement

The Grant Agreement, including specifically incorporated documents (to include the approved Statement of Work, the Work Plan, the approved Budget and the Grant attachments) constitute

the total and entire agreement between the Parties. Grantee understands and agrees to comply with the incorporated references contained in this Agreement and all applicable District and Federal laws and regulations.

Section XX. Applicable Law.

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia, unless otherwise controlled by federal law. In any proceeding relating to this Grant Agreement, each of Grantor and Grantee, hereby irrevocably submits to the jurisdiction of the Courts of the District of Columbia for the purposes of any suit, action or proceeding arising out of or relating to this Grant or transactions contemplated hereby.

Section XXI. Severability.

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XXII. Amendment.

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Grant activities, or the amounts specified in the Budget without the prior written approval of Grantor. The Grantee may request in writing approval of any proposed change to the Statement of Work or Workplan or the amounts specified in the eligible cost categories of the Budget and shall provide adequate supporting information and a revised budget along with its request. All such requests must be signed and dated.

Section XXIII. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or fully, by the Department.

1. The written or printed materials must include the authorized DHCD logo.

2. Written or printed materials include, but are not limited to, newspaper, radio and television announcements or advertisements, websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.
4. Grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to Grantee.
5. Grantee must provide copies of all marketing materials, brochures, flyers and other materials that publicize grant-funded activities to Grantor via email at dhcd.occo@dc.gov

Grantee shall publicize, as appropriate, to its constituency through social media, print, and online postings, DHCD communications and events that are related to Grant supported activities.

Section XXIV. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code§ 2-531 *et seq*. provides for the disclosure of public information. Specifically, the law provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Official Code § 2-170 l (13) .

This serves as your Notification that information /documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code§ 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXV. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, homeless status, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Sexual harassment is a form of sexual discrimination which is prohibited by the Act and Mayor's Order 2023-131 (Updated District Government Sexual Harassment Policy, Guidance, and Procedures), which is attached hereto as Exhibit I.

The prohibition against workplace sexual harassment extends to third parties doing business with or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies. By executing this Agreement, Grantee affirms that it will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1 I 00 et seq. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated.

Section XXVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addresses:

NOTICE TO GRANTEE:

Marshall Heights Community Development Organization
3939 Benning Rd, NE
Washington DC 20019
Attn: Executive Director/CEO

NOTICE TO GRANTOR:

D.C. Department of Housing and Community Development
Community Services
1909 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
Attn: Director

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTOR SIGNATOR PAGE]

DISTRICT OF COLUMBIA, a municipal Corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Colleen Green
Director

Legal Review:

Julia Wiley
Office of the General Counsel
Department of Housing and Community Development

3/17/25
Date

[Signatures continue on the next page]

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTEE SIGNATURE PAGE]

MARSHALL HEIGHTS COMMUNITY DEVELOPMENT ORGANIZATION INC.
a District of Columbia non-profit corporation

Babatunde Oloyede
President & CEO

March 17, 2025
Date

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit A Services to be Provided

- Statement of Work
- Section 3.2 Services (from the FY25 RFA)
- Workplan as approved by the Grantor

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit B Budget

- Schedules A (3-1) and A (3-2) for the First Performance Period

Exhibit C Required Reporting

- Monthly Performance Report
- Monthly Report of Group Trainings
- Monthly Report on Outreach and Marketing Activities
- Monthly Reporting of Special Activities
- Monthly Reporting of changes in personnel relative to grant work and payroll
- Quarterly Beneficiary Data
- Quarterly Language Access Report
- Quarterly Data Report

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit D Method to determine Client Eligibility for Services

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit E Budget Modification Form

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit F Drug Free Workplace Certification

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit G Service Area Eligibility

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit H Insurance Requirements

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit I **Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures**

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education, and training services to support DHCD's housing programs and initiatives and promote compliance with District housing regulations. All the services are intended to empower potential homeowners, actual homeowners, and tenants to preserve affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership, (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner-occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached work plan and performance measures. Marketing and outreach for the services provided is an activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals, and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of this service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling, (b) the Grantee's additional knowledge of the individual, and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow-up and conduct a final assessment of the impact of the services provided. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for HPAP/EAHP/NEAHP
A4: Inclusionary Zoning Orientation
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM
Budget Form A (3-1): Total Grant Budget

Rev. 12/09/2024

ORGANIZATION NAME:	Marshall Heights Community Development Organization, Inc
PERIOD OF PERFORMANCE:	2/1/2025-9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (If applicable):	
WARD (If applicable):	Ward 7
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$119,267.10	$64,956.48	$184,223.58
Credit Report	$0.00	$0.00	$0.00
Space	$0.00	$40,000.00	$40,000.00
Insurance	$0.00	$15,000.00	$15,000.00
Telephone	$0.00	$3,500.00	$3,500.00
Consumables	$2,000.00	$500.00	$2,500.00
Marketing & Outreach	$551.08	$2,000.00	$2,551.08
Training	$0.00	$2,500.00	$2,500.00
IT Services & Support	$0.00	$13,785.00	$13,785.00
Audit CAP	$0.00	$4,500.00	$4,500.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$121,818.18	$146,741.48	$268,559.66
Total Indirect Costs (De Minimis Cost Rate 15%)	$12,181.82		$0.00
Total Costs	$134,000.00	$146,741.48	$268,559.66

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 12/09/2024

ORGANIZATION NAME:	Marshall Heights Community Development Organization, Inc.
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 to 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Number of Hours	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
Personnel Subtotals						$106,488.48

Fringe Benefits (Max 20%)	$12,778.62
Total NBAP Grant Personnel Costs	$119,267.10

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director	CG	10/10/25
2. Chris Earley, Deputy Director	CEE	10/9/25
3. Julia Wiley, General Counsel	JW	10/7/25
4. Bill Winston, Associate Director of Community Services	WW	9/26/25
5. Clyde D. Edwards, Program Analyst	CDE	9/26/25
6.		

SUBJECT. MHCDO Grant Agreement → Housing Services

Director's Comments:

Action

APPROVAL	CIRCULATE	CORRECTION	FILE	FYI	INVITATION	MEETING	SIGNATURE
☒	☐	☐	☐	☐	☐	☐	☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Marshall Heights Community Development Organization (MHCDO)

$200,000.00 Grant #2025-09

Originating Office

FROM: C. Edwards	TELEPHONE NUMBER:
DATE: 9/26/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE: OFFICE OF THE DIRECTOR OCT 10 '25 AM9:01

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

To: Colleen Green
Director

OCT 10 2025

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Clyde D. Edwards
Program Analyst

Date: September 26, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division request execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Marshall Heights Community Development Organization (MHCDO)**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$200,000.00**
ATTACHMENTS:	**FY25 Executed Grant Agreement #2025-09** **FY26 Modification Agreement #2025-09** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-09
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

MODIFICATION OF GRANT AGREEMENT
BY AND BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
AND
MARSHALL HEIGHTS COMMUNITY DEVELOPMENT ORGANIZATION INC.

This Modification of Grant Agreement (the **"Modification"**) is entered into as of the 10th day of October 2025, (**"Effective Date"**), by and between the **District of Columbia**, a municipal corporation (hereinafter sometimes referred to as the **"District"**), acting by and through the District of Columbia Department of Housing and Community Development (hereinafter referred to as the **"Grantor"** or **"DHCD"**), and **Marshall Heights Community Development Organization Inc.** [Entity Identifier MPNCL577TNL5], a non-profit corporation organized and existing under the laws of the District of Columbia, (hereinafter sometimes referred to as the **"Grantee"**) with its principal place of business at 3939 Benning Rd NE, Washington, DC 20019. The Grantor and Grantee shall be together referred to as the "Parties."

RECITALS:

1. DHCD, with offices at 1909 Martin Luther King, Jr. Avenue, SE, Washington, DC, 20020, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program pursuant to the District of Columbia Community Development Act of 1975 (D.C. Official Code § 6-1001 *et seq.*) and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Parties entered into a Grant Agreement (DHCD Contract No. 2025-09) **("Grant Agreement or "Agreement")** effective on February 1, 2025, that memorialized a funding award to Grantee derived from the District's Community Development Block Grant Program ("CDBG") Grant allocation for the purpose of providing a range of HUD housing counseling services that benefit low and moderate-income persons in the District of Columbia for the period from February 1, 2025 through December 31, 2025. (**"Grant Term"**). The Grant Agreement is attached hereto as ***Exhibit A*** and incorporated herein.

3. Section III.C. of the Grant Agreement included an erroneous statement regarding immigration status of Grant services beneficiaries.

4. Pursuant to Section XXII. of the Agreement, the Parties desire to amend the Agreement to correct that erroneous statement and for other purposes.

NOW, THEREFORE, in consideration of the mutual agreements of the Parties set forth herein, the Parties hereby agree as follows:

1. The above recitals are hereby incorporated and made a part of this Amendment.

2. Capitalized terms used in this Amendment that are not defined herein shall have the meanings given to such terms in the Grant Agreement.

3. **Section III. Grant Award Subsection C. Paragraph 1**
The second sentence, to include footnote 5 for a Housing Counseling Services Grant or footnote 7 for a Small Business Services Grant is deleted. **This change is retroactive to the Grant Effective Date.**

4. **Section IV. Grant Term and Periods of Performance**
The Grant term and Periods of Performance are revised. The text in the first paragraph of Section IV. is deleted and replaced with the following text:

*The term of this Agreement shall commence on the Effective Date and continue through September 30, 2026 ("**Grant Term**" or "**Term**"). There are two Performance Periods during this Term. The first Performance Period begins on the Effective Date and ends on September 30, 2025. The second Performance Period begins on October 1, 2025, and ends on September 30, 2026.*

5. **Section III. Grant Award** is amended to add a new subsection B. to read as follows:

*B. The Grant Award is amended to authorize a budget for Grant services to be provided during the Performance Period that begins October 1, 2025, and ends on September 30, 2026. ("**FY 2026 or FY 26**"). Total Grant authority in FY 26 shall not exceed **Two Hundred Thousand Dollars and No Cents [$200,000.]**.*

The FY 2026 Grant funding is allocated as follows:

Sources and Uses of Funds:

NRSAs Ward 7 and Ward 8 [CDBG EN]	*$200,000.*
TOTAL CDBG [EN]	*$200,000.*
TOTAL AWARD [All Sources]	*$200,000.*

Notwithstanding the designated source of funds, the Grantor reserves the right to provide funding from another source(s). In all cases, applicable Federal and District laws and regulations shall apply regardless of the source.

The FY 26 funds will be used to fund a range of services which HUD has defined as (insert one of the following)

- ***Housing Counseling Services: Public Services and Non-Public Services provided by a HUD Approved Counseling Agency ("HCA").***

The specific Grant activities are described in ***Exhibit B*** *attached hereto, which includes:*
(a) the Statement of Work,
(b) The Grantor approved Workplan

(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as ***Exhibit C****. and incorporated herein. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.*

6. The Parties agree that this Modification does not otherwise affect or impair their obligations under the Grant Agreement, and all terms, conditions and obligations of the Grant Agreement, not amended herein, shall continue in full force and effect as prescribed in the Grant Agreement.

7. This Modification shall be binding upon and inure to the benefit of the Parties to this Agreement and to their successors and assigns and continue so long as the Grant Agreement is effective.

8. Grantor and Grantee agree that if any of the terms and conditions contained herein shall contradict any of the terms and conditions in the Grant Agreement, the terms and conditions contained herein shall prevail.

IN WITNESS WHEREOF, the Parties have executed this Modification by and through their duly constituted and authorized officers and agents on the day and year first hereinabove written.

[Signature pages follow]

GRANTOR SIGNATURE PAGE

DISTRICT OF COLUMBIA, a municipal corporation acting by and through the Department of Housing and Community Development

By: _____
Colleen Green
Director

10/10/25
Date

Legal Review:

By: Julia H Wiley
Office of the General Counsel
Department of Housing
and Community Development

Date: 10/7/25

DHCD Contract No. 2025-09
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

GRANTEE SIGNATURE PAGE

MARSHALL HEIGHTS COMMUNITY DEVELOPMENT ORGANIZATION INC.
a District of Columbia nonprofit corporation

By: _____
Babatunde Oloyede
President & CEO

10/28/2025
Date

DHCD Contract No. 2025-09
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
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EXHIBIT A

FY 2025 Grant Agreement

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director		3/17/25
2. Chris Earley, Deputy Director		3/17/25
3. Julia Wiley, General Counsel		3/17/25
4. Bill Winston, Associate Director of Community Services		3/14/25
5. Clyde Edwards, Program Analyst	CDE	3/13/25
6.		

SUBJECT:

Director's Comments:

Action

APPROVAL	CIRCULATE	CORRECTION	FILE	FYI	INVITATION	MEETING	SIGNATURE
☒	☐	☐	☐	☐	☐	☐	☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Marshall Heights Community Development Organization- NBAP FY25 HOUSING SERVICES $134,000.00 Grant # 2025-09

Originating Office

FROM: C. Edwards	TELEPHONE NUMBER:
DATE:3/13/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE:

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Clyde D. Edwards
Economic Development Program Specialist

Date: 3/14/25

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	Marshall Heights Community Development Organization
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$ 134,000**
ATTACHMENTS:	**FY25 Grant Agreement #2025-09** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

DISTRICT OF COLUMBIA.

COMMUNITY SERVICES
HOUSING COUNSELING SERVICES

GRANT AGREEMENT

BY AND BETWEEN
THE DISTRICT OF COLUMBIA
AND

MARSHALL HEIGHTS COMMUNITY DEVELOPMENT ORGANIZATION INC.

This Grant Agreement ("Grant" or "Agreement"), is made effective as of March 17, 2025, ("Effective Date"), by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the D.C. Department of Housing and Community Development (hereinafter referred to as "Department," "DHCD" or "Grantor") and Marshall Heights Community Dev. Organization, a District of Columbia non-profit corporation Grantee [DUNS No. Unique Entity Identifier (UEI) MPNCL577TNL5] (hereinafter referred to as "Grantee") with its principal place of business at 3939 Benning Rd NE Washington DC 20019. Grantor and Grantee shall be collectively referred to herein as the "Parties."

RECITALS

1. The Department with offices at 1909 Martin Luther King Jr Avenue SE, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975, D.C. Official Code§ 6-1001 *et seq.*, and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Department is authorized to fund community based non-profit organizations that provide housing counseling services for low- and moderate-income persons.

3. On June 7, 2024, the Department published a Notice of Funding Availability ("NOFA") in the D.C. Register, which announced the forthcoming issuance of the Fiscal Year ("FY") 2025 Request for Applications ("RFA") for the Neighborhood-Based Activities Housing Counseling Services Program ("HCSP"). The RFA was issued on June 21, 2024, that solicited applicants to provide services to District of Columbia ("District") residents as a part of the Department's HCSP. HCSP includes Public Services ("PS"), and Non-Public Services ("NPS") as defined in Section I herein. U.S. Department of Housing and Urban Development ("HUD") approved counseling agencies employing one or more certified HUD counselors are eligible to provide both PS and NPS services, while organizations which do not have HUD approval status may provide PS services only. The RFA included an opportunity for applicants to provide one or more of seventeen (17) services listed in the RFA. These services include HUD-approved counseling in keeping with 24 CFR 5.100 and related Federal regulations (in 2 CFR Part 200, and 24 CFR Part 214) as well as services related to local DC programs which are administered by the Department. The RFA and the requirements set forth therein are also incorporated by reference herein.

4. The Grantee's RFA application demonstrates that its organization possesses project management, and organizational and administrative capacity to successfully perform as a nonprofit grant subrecipient under the Department's HCSP, and accordingly DHCD has determined to award a grant to the Grantee in FY 2025 ("25" or "2025").

5. The Grantor proposes to fund HCSP grant activities in FY 2025 from its allocation of Community Development Block Grant ("CDBG") funds authorized by Title I of the U.S. Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), 24 CFR Part 570.

6. As a condition precedent to disbursement of the Grant proceeds to Grantee for the sole and exclusive purposes described in Exhibit A (which includes the "Statement of Work" and the approved "Workplan", both attached hereto and made a part hereof), the Department requires that Grantee enter into this Agreement setting forth the terms and conditions of the Grant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are hereby incorporated by reference and made a part hereof.

Section I. Definitions.

A. As used herein, the following terms shall have the meanings indicated:

a) **Fiscal Year**: All references to Fiscal Year(s) ("FY") herein refer to the District Government fiscal year which is October 1st to September 30th
b) **Neighborhood Revitalization Strategy Area** ("NRSA") refers to the HUD approved areas of Wards 7 and 8 which have been designated as strategic areas for revitalization. Services to Ward 7 and Ward 8 regardless of whether Public Service or Non-Public Service, attributed to the NRSA.
c) **Non-Public Services** refers to 24 CFR 5.100 counseling services provided to clients in connection with the purchase of a specific home. All other 24 CFR 5.100 counseling is Public Service.
d) **Public Services** refers to all other services and may include group training and/or one on one counseling.
e) **Performance Periods**: The Performance Period is defined as the start date and end date for which Grant funds are awarded to execute an approved Workplan and Statement of Work in keeping with the RFA for FY 2025. (See Section IV below.)

Section II. Exhibits.

The Exhibits listed below and the terms and conditions of the same are incorporated herein and made a part of this Agreement.

A. Services to be Provided
- Statement of Work
- Section 3 from the FY 25 RFA: Services
- Workplan as approved by the Grantor

B. Budget
- Schedules A (3-1) and A (3-2) for the First Performance Period

C. Required Reporting Forms
- Monthly Performance Report on group trainings/orientations/workshops and one on one counseling (in connection with the Statement of Work and Workplan), as well as reports on DHCD certificates issued, outreach and marketing activities, and upcoming group trainings.

- Quarterly Beneficiary Data and Demographics for each of the following (a) PS, (b) NPS, and (c) NRSA activities.
- Quarterly Language Access Report (Optional)
- Quarterly Banking Report (as applicable)
- Quarterly Procurement Report (as applicable)
- Quarterly Submission of Minutes of Board of Directors Meetings

D Method to determine Client Eligibility for Services
E Budget Modification Form
F Drug Free Workplace Certification
G Service Area Eligibility
H Insurance Requirements
I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Section III. Grant Award

A. The Department shall make a Grant of the District's CDBG Entitlement Grant Federal Award No: B-24-MC-11-0001 ("CDBG Federal Award") to Grantee in an amount not to exceed One Hundred Thirty-Four Thousand Dollars and No Cents ($134,000.) (the "Grant") and is allocated as follows:

Sources and Uses of Funds:

NRSAs Ward 7 and Ward 8 [CDBG EN]	$ 134,000
TOTAL CDBG [EN]	$ 134,000.

Notwithstanding the source of funds designated above, the Grantor reserves the right to provide funding from another source(s). In all instances, applicable Federal and District laws and regulations shall apply regardless of the funding source. The Grant award shall be used to fund a range of services which HUD has defined as Housing Counseling Services: Public Services and Non-Public Services by a HUD Approved Counseling Agency ("HCA").

The specific Grant activities are described in Exhibit A (attached hereto) which includes
(a) the Statement of Work,
(b) Lines of Services - Section 3.2 of the Request for Applications (RFA), and

(c) The approved Workplan
(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

C. The Grant services will benefit low-and-moderate income persons living in the District of Columbia. In keeping with recent Presidential Executive Orders, Grantees should only use grant funds for US citizens and should maintain such documentation to prove citizenship.[33]

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as Exhibit B. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.

D. The Catalog of Federal Domestic Assistance ("CFDA") number is 14.218.

E. The Uniform Administrative Requirements for Federal Grants are applicable to this grant award and are available online at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1. Also, the Grantee must comply with the Community Development Block Grants regulations 24 CFR part 570 that govern this award and other related HUD regulations, which are incorporated herein by reference.

Section IV. Grant Term and Periods of Performance

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2025. During this term, there are two Performance Periods. The First Performance Period is the Effective Date to September 30, 2025. The Second Performance Period is October 1, 2025, to December 31, 2025.

Funding for each Performance Period is in the sole discretion of the Grantor and requires meeting all due diligence requirements prior to award.

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[33] Examples of such document may include copies of unexpired state issued Real ID identification or driver's license, unexpired US passport or US passport card, active duty Military ID, current Green Card or Naturalization documents with state issued photographic identification.

The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of Grant funds or other Grant assets.

Section V. Statement of Work/CDBG Eligible Activities/Eligible Costs/Business Operations

A. CDBG Eligible Activities

1. Grantee shall use the CDBG Grant proceeds solely to fund Grantor-approved service activities that are intended to provide services and empower low- and moderate- income persons in the District of Columbia to make informed housing choices and achieve their housing goals, whether it's finding affordable rental housing, purchasing a home or obtaining financial assistance for critical home repairs.

The best way to provide this critical information to a client in order to assist them in their decision-making process is to adhere to 24 CFR 5.100[34] [in which a HUD certified counselor conducts (1) intake (2) financial and housing affordability analysis with affordability calculation (3) an action plan and (4) follow-up counseling to implement the action plan and achieve its stated goals].

The Grant services to be provided are described in Exhibit A. This description includes the major tasks, activities and project deliverables to be provided under this Grant. The Grantor reserves the right to alter or change the District of Columbia program requirements including eligibility, services provided, service methodology, service delivery and program goals during the performance period.

The proposed Grant activities are CDBG eligible activities pursuant to 24 CFR 570.201(e).

2. Grantee shall sponsor outreach events that inform the community about the Grant activities and participate in other community events as requested by Grantor.

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[34] 24 CRF 5.100: "Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling."

3. The Grantee must retain records which demonstrate that each activity funded under this Grant is CDBG eligible and document the amount of CDBG funds expended for each activity. This includes the activity itself, the outcomes, and the records concerning beneficiaries in keeping with subsection (B)(2) below receiving services. Any authorizations needed together with beneficiary statistical information should be obtained by the Grantee during intake or registration. HUD does not grant exceptions or authorize the District to make exceptions to this requirement.

B. CDBG National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention of slums or blight; 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. The Grantee certifies that the CDBG-assisted activities to be carried out under this Agreement will meet the National Objective of primarily benefiting low- and moderate-income persons (limited clientele activities) in accordance with Federal and District Requirements. The minimum threshold requires that at least 51% of the households served with CDBG funding must be low- and moderate-income households; provided however, that a Grantee whose application claimed additional scoring points for agreeing to provide Grant services to more than 51% low- and moderate-income beneficiaries, must adhere to the percentage they elected in their application.[35]

In accordance with the Grantee's election in their Application for a grant award and for receiving additional points in scoring, the Grantee has agreed to exceed the minimum requirement and to serve at least 90% low- and moderate-income beneficiaries.

Note: This percentage cannot be decreased as it was used for scoring in a competitive round of funding.

4. The Grantee shall disclose to any client that services are provided free of charge by a Grant funded by DHCD using Federal funds and therefore the Grantee has certain reporting

[35] In responding to the RFA published June 21, 2024, applicants were given the opportunity to receive additional points in scoring for committing to exceed the CDBG minimum threshold to either a 75% minimum or a 90% minimum.

requirements in order to provide the Grant services free of charge. The Grantee shall use appropriate forms to obtain a client authorization, as required, to comply with the terms of this Agreement and to meet HUD reporting requirements,

C. Staffing

Where HUD requires services are to be provided by a Certified HUD Housing Counselor, the Grantee shall comply with that requirement and not permit services reserved to HUD certified counselors to be provided by others.

To the extent applicable, Grantee agrees to secure the services of qualified personnel that are licensed and bonded in the District of Columbia to perform the CDBG Federal Award activities and services listed in Exhibit A.

Any changes in personnel or their general Grant responsibilities as set forth in Exhibit A are subject to the prior written approval of DHCD. In this regard, it is essential that the Grantee immediately report terminations and proposed new hires to the Grantor.

D. Business Operations

1. Grantee shall observe business hours of operation onsite in their service location(s) that align with District Government hours of operation specifically Monday through Friday 9:00 am to 4:30 pm (DC holidays excepted)[36] and shall ensure that sufficient staff are on site at Grantee's place of business to carry out Grant services.

2. During the hours of operations, Grantee shall have live answered telephones for incoming calls. If the Grantee's phone system utilizes an auto-attendant function or voicemail, announced option to the caller must include an option to press a certain key (such as "0" for an Operator) to be connected to a staff person in real time who can answer and field questions, redirect a caller to a staff person who can address a caller's inquiries, or provide registration information. DHCD and other DC agencies such as the Office of the Attorney General may check Grantee's compliance with this requirement from time-to-time.

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[36] DC Holidays include New Year's Day, Dr. Martin Luther King, Jr. Holiday, Washington's Birthday, DC Emancipation Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Day.

E. Grantee may offer clients virtual appointments as well as virtual group informational or educational activities, but Grantee shall also provide clients an option for in-person services (including both in-person one on one appointments as well as some in-person group informational or educational activities.) The Grantee shall not refuse in-person services to DC residents.

F. Housing Resource Center (HRC) and Late Night Hours: As required by the RFA, "Applicants selected for the award shall participate (in a regular rotation) in staffing onsite at the Department's Housing Resource Center (HRC). The HRC provides services to DC residents by appointment and walk-ins." The HRC is located in the Grantor's offices at 1909 Martin Luther King Jr Av SE. The HRC coordinator, in conjunction with the Associate Director for Community Services, will develop a schedule in consultation with Grant subrecipients for staffing the HRC on a rotating basis on weekdays.

RFA applicants were awarded additional points in their score by committing to "Extended Office Hours." The options included providing office hours until 7:00 pm at least one (1) day a week in their office location and/or until 7:00 pm at least two (2) days a month in the HRC.

In accordance with the Grantee's selection in their Application for grant award and funding, the Grantee has committed to serve Extended Office Hours Extended Office Hours until 7:00 pm one (1) day a week in their office and one (1) day in the HRC.

Section VI. Disbursement/Required Support Documentation

A. Reasonable, Allowable, Necessary, Allocable

1. Grantee may request reimbursement for actual expenses incurred to provide services and as described in the Grant Budget (A 3-1 and A 3-2). Requests must meet all four criteria: reasonable, necessary, allowable, and allocable. (2 CFR 200.305)
   a. ***Allowable costs.*** Reimbursements are limited to the expenses directly related to activities supported by the grant activities and are subject to the regulations of the Federal and District Governments. Expenses related to activities should be necessary, reasonable, allowable and allocable.
   b. ***Limitations on allowable costs.*** A grantee may not use an indirect cost rate to determine allowable costs under its grant.
   c. Some ***Unallowable costs.*** Expenses that are not allowable include (but are not limited to) sales tax, late fees, debts, tips & gratuities, food, alcohol, controlled substances, cash reserves or investments, money given to individuals (including

donations, grants or loans), contributions to organizations, costs of fundraising, fund development, grant writing, advocacy, lobbying, and purchase of goods or services for personal use or benefit.

2. In addition, Grantee must demonstrate to the reasonable satisfaction of the Grantor that Grant performance milestones have been achieved. All requests for payment of eligible expenses shall be associated with the budget line items specified in Exhibit B (Budget Schedule A (3-1), estimated cost invoices and satisfactory Grant performance.

3. Grantees may not be reimbursed for expenses paid through Cash app or other similar peer-to-peer payment platforms, since such platforms create issues for recordkeeping, auditability, and compliance with grant regulations.

4. The Grantee shall not supplant funds or seek reimbursement for expenses that may be reimbursed by another grant (Federal, District, or private) either prior to or subsequent to reimbursement by the Grantor.

5. The Grantee must have the capacity for bookkeeping and accounting services required to track Grant expenses and create payment requests in keeping with Federal and District requirements, either on staff or by a third-party contractor.

6. The Grantee shall create and submit payment requests in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the Grantee to create and submit invoices by selecting the applicable purchase order number which is listed on the Grantee's profile.

7. All Grantees must be registered in the portal prior to invoice submission. The vendor portal website is **https://cfo.dc.gov./supplier_portal**. Please log onto the portal for further details and instructions. Questions can be submitted to suppliers@dc.gov.

B. Form of Submission of Payment Requests

1. The cover sheet to the reimbursement package must be the 30A Form of the Department [RCSD DHCD 306A Revised October 2024]. No other cover sheet is needed. This form should contain the Purchase Order Number, the IDIS Number, and the Partial Payment Number in accordance with Department's guidelines.

Payments requests are contingent upon certification by the Grantee in the following form as contained on the 306A (RCSD DHCD 306A Revised October 2024). The Certification is to be made by the chief executive officer, or the chief financial officer or the chief operations officer if the Governing Board has authorized this officer to act on behalf of the board to sign.

"I certify that all items, quantities and prices of work and material shown in the requisition are correct to the best of my knowledge and belief. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information , or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812." (2 CFR 200.415)

2. Page 2 and Page 3 shall be the Reimbursement Request A 3-1 and A 3-2.

3. Page 4 shall be the Invoice Cover Sheet with:
   a. A unique identifier (e.g. a row number or brief alphanumeric code) shall be assigned by the Grantee to non-personnel invoices and with the same unique identifier marked on each and every supporting document (e.g. receipt, proof of payment, cancelled checks, contracts, scopes of works, services rendered, vendor statement or document, Grantee's notes) submitted. The unique identifier shall be listed on the invoice cover sheet.
   b. Vendor's name
   c. Remittance address
   d. Invoice number
   e. Invoice date
   f. Contract number (also known as Grant Number)
   g. Purchase order number (if any)
   h. Invoice Amount
   i. The Amount which the Grantee is requesting reimbursement
   j. Quantity of goods/services delivered. Deliverables. Shipping and payment terms
   k. Other substantiating documentation that justifies and supports the payment request.

4. Page 4 and subsequent pages as needed shall include the supporting documents for the reimbursement request including signed timesheets, payroll reports, invoices from vendors marked as described above. (See Section E below.)

C. HUD Related Requirements

1. Federal regulations require that reimbursement under the Grant is tied to (a) beneficiary data reporting and (b) program performance. Failure to meet reporting deadlines for performance and/or beneficiary service data will suspend temporarily the processing of Grantee payment requests. Staff unavailability does not waive the requirement to meet reporting deadlines, and Grantee shall ensure that adequate staff are trained or cross-trained to prepare and submit reports timely.

2. The Grantee should be aware that HUD maintains an *Integrated Disbursement and Information System* ("IDIS"), a database in which the Grantor must make reports during the performance period on each Grantee's account. HUD flags subrecipient accounts when reporting is not provided by a deadline. Such a flag shall constitute a default. Multiple flags or failure to meet the conditions for HUD to remove a flag may result in suspension or termination in keeping with Section XII (C) of this Agreement.

D. Schedule for Submission of Reimbursement Requests

1. Requests for reimbursement shall be submitted in a timely manner by the date due. Failure to meet a deadline shall constitute a default.

2. On the 10th day of each month, the Reimbursement Request shall be for the prior month; provided however, the September reimbursement request must be submitted earlier in October on the date specified by the Office of the Chief Financial Officer of the District of Columbia, which is usually between the 5th and 7th day of October. *(Grantee may wish to use other funding sources for the late September payroll to facilitate meeting the deadlines.)*

3. In order to close-out the grant by September 30th, the October request should be the only request submitted in September.

4. The monthly schedule for submission is as follows:

Month	Due Date
March	April 10th
April	May 10th
May	June 10th
June	July 10th
July	August 10th
August	September 10th
September	October 5th or 7th as specified by the DC CFO
October	November 10th
November	December 10th
December	January 10th
January	February10th
February	March 10th

5. As applicable, expenses incurred pursuant to a project commitment in IDIS that has been approved by the Grantor and are otherwise eligible for reimbursement at the Grantor's sole discretion, may be reimbursed, regardless of when those expenses were incurred.

E. Source Documentation

1. All costs and obligations incurred under this Grant Agreement must be supported by source documentation (e.g. invoices, receipts, contracts, canceled checks, etc.). Documentation may also include approved time distribution sheets and certified payroll reports for employees and contracts.

2. The Grantee must satisfy all documentary requirements to the reasonable satisfaction of the Grantor prior to the disbursement of Grant funds.

F. Requirements Applicable to Disbursed Funds/No Escrow

1. Grantee shall not escrow Grant funds. However, nothing shall prohibit the Grantee from supplementing funding for these activities from other sources including other grants, funders or donors.

2. Any cash advances disbursed pursuant to this Agreement must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate

cash requirements of the Grantee in carrying out the purpose of the Grant. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct Grant program or project costs and the proportionate share of any allowable indirect costs.

3. If at any time it is determined that more Grant funds are disbursed to Grantee than what was required by the Grantee's immediate disbursement needs, Grantee shall immediately return to Grantor the excess funds.

4. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations or fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee.

G. The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect cost rate, as further described in Section (C)(4) and Section (C)(5) (Reporting Requirements) below.

H. In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant proceeds within three (3) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant proceeds, unless another date shall be agreed to be the parties in writing. The Grantor reserves the right to recover such losses by any legal remedy available.

Section VII. Budget Modifications

A. Any amendments to the budget (change in the amounts specified in the individual cost categories set forth in Exhibit B). may be approved by the Grant Administrator, so long as the total amount of the budget is not exceeded.

B. Any increase in the total Grant amount must be approved by the Director of the Department. If the change is made at the request of the Grantee, the request shall be in writing dated and shall be submitted on a Budget Modification Form, attached hereto as Exhibit E.

1. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and dated using the appropriate excel format or the appropriate online portal if available.

2. The Grantee shall make modification requests by June 1st, to allow sufficient time for processing prior to the start of the fourth quarter of the fiscal year. No more than two modifications may be required in the performance period. Requests for modification to the budget shall not be approved after June 1, 2025, except for extenuating circumstances specified in writing, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion.

3. The Department will not approve reprogramming of personnel funds for positions not filled in compliance with this Agreement and Grantee's personnel policies submitted to Grantor. If at any time DHCD requires a more detailed budget breakdown than the one contained herein, the Grantee shall provide such supplemental budget information in a timely fashion and in the form and content prescribed by DHCD.

Section VIII. Conditions Precedent to Grant Closing and Grant Disbursement

Grant closing shall mean the date on which Grantee has satisfied all conditions precedent to execution to the satisfaction of the Grantor, at which time both parties have executed and delivered the Grant Agreement. No Grant proceeds shall be disbursed prior to Grant closing.

The following conditions must be met prior to Grant closing:

A. Eligibility Determination. Determination by the Grantor that Grantee's proposed Grant activities meet eligibility and national objective requirements specified by the CDBG Program regulations at 24 CFR §§ 570.200 through 570.209. Grantor has determined that the proposed Grant activities are eligible for CDBG Program funding pursuant to 24 CFR 570.201(e) (provide housing counseling services to low- to moderate-income households).

B. Environmental Clearance. Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historic preservation reviews, and HUD has issued an approval of the release of funds.

C. Due Diligence Submissions. The following items must be delivered to DHCD for approval prior to Grant execution and Grant closing:

1. Articles of Incorporation, organizational by-laws and certification of nonprofit status.
2. Board/Corporate Resolution, memorializing
   a. the Grantee's intent to enter into this Agreement
   b. identifying the total Grant amount of the award
   c. identifying the Grant Number
   d. identifying the funding source(s) of the award, and
   e. identifying the authorized person by name and title who is authorized to sign on behalf of the corporation to enter into this Agreement.
3. Certificate of Good Standing
   a. issued by the DC Department of Licensing and Consumer Protection (DLCP)
   b. certified within 6 months of the Effective Date of this Agreement.
4. Certificate of Clean Hands
   a. issued by the DC Office of Tax and Revenue (OTR)
   b. certified within 90 days of this Agreement.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia to carry out the Grant activities.
6. Evidence that Grantee has obtained insurance, as provided in Exhibit H. If the renewal period for any insurance requirement occurs during the Grant performance period, the Grantee is required to submit to the Grantor evidence (Certificate Of Insurance) of insurance renewal to cover the remaining Grant performance period.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Effective Date.
8. An Affirmative Action Plan ("AAP") must be submitted by the Grantee for review and approval by the District prior to Grant execution and the disbursement of any Grant proceeds. The AAP shall be in a form to be determined by the District and must detail the Grantee's efforts to comply with the District's goals for achieving equal employment in District government contracts and set forth specific standards for the utilization of minorities in all job categories, as required by Mayor's Order 85-85 and District law.
9. Drug-free Workplace Certification (Exhibit F).
10. Debarment affidavit and verification confirming that Grantee is not debarred or suspended or otherwise excluded from or ineligible for participation in federal or District assistance programs under Executive Order 12549 or District law.

D. Opinion of Counsel. Grantee shall submit a written opinion of the Grantee's attorney, which states that the attorney has read the Grant documents and that the Grantee:

- Is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary.
- Has the full authority and legal right to carry out the terms of this Grant Agreement and all documentation required hereunder to be executed by Grantee; and
- Has taken all actions to authorize the execution, delivery and performance of this Grant Agreement and any documents required to be executed in connection with the Grant according to their respective terms

The Opinion shall further state that none of the aforesaid actions, undertakings or agreements violate any restriction, term, condition or provision of the Grantee's organizational documents or any contract or agreement to which Grantee is a party or by which it is bound. The Opinion must identify the Grant Agreement by name and Grant number, and the counsel must specifically identify the documents upon which the Opinion is based.

E. Current on District Obligations. Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant, including all local taxes and charges affecting Grantee's business.

F. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Proceeds, including, but not limited to the Council of the District of Columbia and the Chief Financial Officer of the District of Columbia.

G. Clearance Approval issued by the DHCD Office of Program Monitoring.

Section IX. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. The Grantee shall cure all report deficiencies identified by the Department and resubmit for approval by the Grantor within 14 calendar days of the notification. The requirements of monthly and quarterly reports [VII.(A) and (B) are in Exhibit C.]

A. Monthly Reporting

Monthly Performance Reporting. The Grantee shall use the online reporting portal provided by the Grantor and shall provide a complete performance report by the 10th day of each month reporting on Grant activities, accomplishments and performance of the prior month. Failure to submit the report by the tenth day of the month following the end of each

month shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

B. Quarterly Reporting

On the 10th day of January, April, July, and October, the following quarterly reports for the previous three months shall be due and provided by the Grantee in the form and method required by Grantor:

1. Quarterly Report on **Beneficiary Data and Demographics** (separate reports for PS, NPS and NRSA).

2. **Banking Report** (as applicable)

3. **Non-expendable Equipment Inventory Report** (as applicable) (the purchase or lease of non-expandable equipment). The purchase of all computer equipment must have prior approval from the Department.

4. **Procurement Report** (as applicable).

5. Copies of the **Minutes of the Board of Directors** meetings, which took place during the previous quarter; and

6. **Language Access Report** (optional) If services are provided in languages other than English, we encourage a language access report to be made.

Failure to submit any or all Quarterly Reports by the tenth day of the month following the end of a quarter shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

C. Additional Report Requirements

The following reports are due to the Department within the timeframes indicated below. If these documents were previously submitted, they must be updated and resubmitted.

1. Fringe Benefits Report

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects funded from the proceeds of this Grant shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefits rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the change. The report shall be submitted to DHCD within fifteen (15) days of Grant execution.

The fringe benefits rate for any personnel costs funded by this Grant shall not exceed 20% of the base salary rate indicated in Schedule A Form A (3-2) of the budget (Exhibit B).

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to the date of the Offer Letter.

All personnel costs approved under this Grant Agreement must be filled within ninety (90) days of Grant execution or within ninety (90) days of the vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than ninety (90) days, whether intermittent or consecutive, at any time during the Grant period may result in the loss of funds for the position.

Grantee must submit transcripts of training or continuing education for individual staff and counselors to the Grantor.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with CDBG funds, in accordance with the requirements specified in 2 CFR Part 200 (Exhibit D). The property inventory list must include, at a minimum, a short

description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

a. The Grantee shall submit a budget and Cost Allocation Plan showing its direct and indirect costs and the allocation of such costs to the Grantee's activities, including the administration of the activities and services provided under this Agreement. The plan must show all allowable and unallowable costs and how such costs are included in the direct and indirect costs in accordance with 2 CFR Part 200.

b. A current Cost Allocation Plan must be submitted no later than thirty (30) days following Grant execution.

c. The Cost Allocation Plan must include all sources of funding for the Grantee, including this, Grant and to which program/cost centers each source has been applied using the Grantee's chart of accounts (referencing individual budgetary line items).

The Grantee must provide:
i. the total amount of funding from each funding source,
ii. the total staff employed by the Grantee, regardless of funding source, staff allocation per grant/program and the estimated percentage of time spent per grant program.

d. As required by HUD, the Cost Allocation Plan is subject to approval by the Grantor. The Grantee shall cure any defects or omissions in the Cost Allocation Plan within 60 calendar days of the notice to cure.

e. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. The waiver request must detail the reasons for the waiver request and include a copy of the relevant audited financial statements.

f. Claims for reimbursement of documented Grant expenses shall comply with 2 CFR Part 200 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.

5. Indirect Cost Rates

a. Grantees may request reimbursement for indirect costs based on their Cost Allocation Plan. The Cost of Allocation Plan must be reviewed and approved by the Grantor. The Grantee is required to keep records of the expenses charged to the Indirect Cost Rate for monitoring and close-out.

Grantees with Indirect Cost Rates are required to use their indirect cost rate. Grantees with provisional rates must demonstrate the rate is not expired or that it is currently used by a Federal Agency in awarding Federal funds to the Grantee during the current Fiscal Year. Other Grantees may use the Federal *de minimis rate* of 15%. In either case (*De Minimis rate* or Federally Approved rate), Grantee shall maintain records (available during monitoring, or close-out or upon request) indicating which costs in the cost allocation plan and the dollar amount have been attributed to the Indirect Cost.)

Indirect cost rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with supporting documentation. DHCD will not make adjustments to indirect cost rates after June 1st.

The Grantor does not issue or award Indirect Cost Rates.

Grantees who wish to obtain a Federally authorized Indirect Cost Rate are encouraged to contact the "Cognizant Agency" which is the US Department of Health and Human Services.

b. For all personnel costs funded under this Agreement, Grantee must maintain documentation for use of indirect cost funding and provide the same when requested for verification of expenditures in keeping with the approved cost allocation plan, including, but not limited to cancelled checks, employee signed and supervisory approved employee time sheets, invoices and bank records.

c. Expenses charged to an indirect cost rate must be accompanied by and cross-referenced to and reconciled with an independent audited financial statement, which accounts for all (grant funded and non-grant funded) activities by the Grantee during the fiscal year in which the indirect cost rate is based.

6. Organizational Audit

Grantee must submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year.

Note to All Grantees: All Grantees must ensure their financial records are available for review or audit by appropriate officials of the Federal Government and the District Government.

7. Auditor's Management Letter.

Grantee shall submit an auditor's Management Letter to the Grantor at the time it submits the annual audit.

8. Procurement Policy. Accounting Policies and Procedures. and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution, the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of the Grant. These policies and procedures shall be in accordance with the requirements of 2 CFR Part 200. The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

If the Grantee has previously submitted these documents, and the documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a certified statement (the "Re-certification Letter") to the Grant Administrator indicating when the most current document was submitted to the District and certifying that no changes to these policies and procedures have since been made.

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D. Summary of Report Deliverables and Receipt Due Dates:

	Report	Receipt Due Date
1	Monthly Performance Report	No later than the 10th day of each month
2	Quarterly Beneficiary Data	No later than January 10th, April 10th, July 10th and October 10th – a separate report for each use: PS-NPS-NRSA
3	Language Access Report (Optional)	No later than January 10th, April 10th, July 10th and October 10th
4	Fringe Benefits Report	Within 15 days of Grant execution
5	New Hires/New Employees Information (Job Description & Resume) HUD certificate if certified counselor	10 Days prior to the Offer Letter of Employment being sent to the candidate
6	Notice of Vacant Position	Within 10 days following the vacancy
7	Non-expendable Equipment Report	Within 15 days of Grant execution and quarterly thereafter
8	Procurement Policies and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
9	Accounting Manual and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
10	Cost Allocation Plan (based on and tied to the most recent audit)	Within 30 days of Grant execution
12	Independent Financial Audit	Within 90 Days of the Close of the Grantee's Fiscal Year

	Report	Receipt Due Date
13	Single Audit Report (if applicable)	Within 30 Days of submission to the Federal Audit Clearinghouse
14	Auditor's Management Letter	Submitted with the submission of the Audit
15	Requests to revise Budgets and/or Workplans	Prior to the 1st day of June
16	Grantee's Close-Out Report (Section XV.) Inventory Report & Annual Report	Within 90 Days of the end of the Term of the Grant.
17	HUD 9902	Within 30 Days of Submission to HUD
18	HUD Monitoring Report	Within 30 Days of Receipt from HUD monitor or the HUD intermediary monitor.

Section X. Accounting/Audit Requirements

A. Accounting System

1. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in Exhibit B.

2. Accounting records should be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.

3. Any funds provided to the Grantee or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest-bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

Grantee shall submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year, contingent on the following:

1. Grantees receiving an aggregate of $1,000,000 or more from all funders in Federal funds must in accordance with Federal regulations obtain an independent audit (Single Audit Act of 1984 , Single Audit Amendments Act of 1996, and 2 CFR Part 200). A standard audit may be supplied pending the completion and submission of the Single Audit.

2. Grantees:
   (a) Required to be audited by any State or political subdivision(s) thereof (whether by statute or regulation) or
   (b) Who conduct an audit to submit to any government or private funder, or foundation or corporate funder or
   (c) Whose governing body or senior management obtains an audit,

   shall be required to submit that audit to the Grantor upon receipt of the same.

If the Grantee is not audited in accordance with (1) and (2) above, the following shall apply:

3. A Grantee whose corporate entity receives or expends less than $999,999 as reported to the Internal Revenue Service in the 990 Tax Return without amendments, deletions or summarized details must file with the Grantor a financial report prepared by an independent Certified Public Accountant and certified by the same that contains:
   - income statement or Statement of Activities,
   - balance sheet or Statement of Financial Position,
   - statement of Functional Expenses by program or cost centers such statement to break out separately the Grantor's funding by Grantor's program(s) separately from all programs or cost centers used.
   - statement of cash flows, and
   - independent review and certification of the financial statements including a review of the management's financial internal controls.

   In addition, the nonprofit organization must file a biennial audit that covers both years within a biennial period. See 2 CFR Part 200, Subpart F.

4. The Grantee shall fully clear any deficiencies noted in the audit reports within sixty (60) days after receipt by the Grantee.

5. . Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default of this Grant and may result in the withholding of future payments and/or debarment from participation in future Grants.

Section XI. Grant Administration

The Grant Administrator is:

William Winston
Associate Director for Community Services
DC Department of Housing and Community Development
1909 Martin Luther King Avenue SE, Room 304
Washington, D.C. 20020.

The telephone number is (771) 208-9628. All concerns regarding the technical implementation and interpretation of this Grant are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line-item changes and terms) where there is no dollar increase.

Section XII. Repayment of Grant Funds/Grant Performance Monitoring Default and Remedies

A. HUD Monitoring

The Grantee is subject to monitoring by HUD and agrees to provide all required information, data, records, files including client files, case notes, correspondence and emails, reports, beneficiary data, performance data, financial records, supporting documentation, to satisfy HUD monitoring. Notwithstanding the date of a finding by HUD, should HUD make a finding, the Grantee shall be responsible to cure the defect, and should HUD require repayment of Grant funds for any reason to the Federal Government, the Grantee shall be responsible for repayment in the amount specified by HUD. Repayment shall be made to the District of Columbia and by the District to the Federal authority in satisfaction of the HUD requirement. HUD monitoring is not confined to the performance period but extends through the record retention period provided in Section XV.

B. Grant Performance Evaluation

1. DHCD will monitor the performance of the Grantee to ensure that the goals and performance standards stated in the Statement of Work and Work Plan and RFA are being achieved according to schedule and within budget.

2. All records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. Grantee shall make timely submission of all information and/or records requested by DHCD or HUD to assess performance under the Agreement.

C. Suspension or Termination of Grant Assistance

1. In accordance 2 CFR 200.340 and 200.341 and 200.343, suspension or termination of CDBG Grant assistance may occur according to the Default provision in subsection D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner.

2. If Grantee fails to correct the substandard performance within thirty (30) days after receiving written notice from DHCD, suspension or termination of this Agreement will be initiated.

3. In accordance with 2 CFR 200.340(a), suspension or termination of Grant assistance may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

Subject to any applicable notice requirement and right to cure, the occurrence of any of the following shall constitute an event of default:

1. Failure to comply with any of the CDBG Program rules, regulations or provisions referred to in this Agreement, or such other Federal or District statutes, regulations, executive orders, District of Columbia mayoral orders, HUD rulings, policies or directives applicable to this Grant:

2. Failure to comply with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement.
3. Substandard performance by the Grantee or any of its agents under this Agreement, as determined in the sole and reasonable discretion of DHCD; or
4. Improper use of funds provided under this Agreement.

A determination of default shall be made in the sole and reasonable discretion of DHCD.

E. Remedies for Default

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of a written notice to the Grantee, Grantor may take one or more of the following actions, as determined in its sole discretion:

1. Terminate and suspend further disbursement of any remaining Grant assistance.
2. Disallow all or part of the cost of the activity or action that is not in compliance with this Agreement.
3. Wholly or partially suspend or terminate the current Grant award; or
4. Take other legal remedies that may be available.

F. Termination for Convenience

The Grant may be suspended or terminated on the basis of convenience as provided in 2 CFR 200.340(a).

G. Reversion to DHCD of Grant Assistance

1. Upon default by the Grantee under the terms of subsection D above, which has not been cured, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request the following:

i. Any Grant funds in its possession (whether or not committed),
ii. Any accounts receivable attributable to the use of Grant funds; and
iii. The portion of any income directly generated by (or the prorated proportion of) Grant funds for the activities described in this Agreement.

2. Upon final completion of the projects and activities for which CDBG funds have been provided by DHCD, expiration of the term of this Agreement, cancellation, or determination of this Agreement, the Grantee shall transfer any unspent, excess or surplus CDBG Grant funds, to include accounts receivable attributable to the use of the CDBG funds.

H. Grantor Non-Waiver

DHCD's delay or failure to act with respect to a breach by the Grantee does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section XIII. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, and 2 CFR Part 200, as deemed applicable by the Grantor. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Fund Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Organizational Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter arising from this Grant Agreement.

D. Cancellation Ceiling

In the event of cancellation of the Grant because of non-appropriation of funds for a specific fiscal year, there shall be a cancellation ceiling of zero dollars.

E. Anti-Deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, Grantor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code§ 47.105. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-Deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section XI. of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements.
2. Performing technical evaluations as required.
3. Interpreting the Statement of Work and other language in the Grant.
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with the District and other laws and regulations applicable to the Grant.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

Babatunde Oloyede
President and CEO
Marshall Heights Community
Development Organization
3939 Benning Rd, NE
Washington DC 20019
202-650-5658
boloyede@mhcdo.org
www.mhcdo.org

H. Misuse of Grant Funds

Any alleged fraud, waste, abuse or mismanagement of Grant funds shall be immediately reported to the Grantor and the District of Columbia Office of the Inspector General ("OIG"). The OIG may be reached at (202) 724-TIPS (8477) and (800) 521-1639 or at oig.dc.gov

I. Nonassignability

Grantee will not sell, assign, pledge or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

Section XIV. Insurance

A. The Grantee shall obtain at least the minimum insurance coverage set forth in this Section XIV. and Exhibit H prior to the Effective Date and keep such insurance in force, as may be applicable, throughout the Grant period of performance.

B. Fidelity Bond: The Grantee must procure Fidelity Bond coverage in an amount equivalent to the total Grant budget. Pursuant to 2 CFR Part 200, Fidelity Bond coverage is required to protect the District's interest in the dollar amount of the Grant. Should Grantee be unable to procure a Fidelity Bond, Grantee shall submit proof that it has obtained general liability insurance that covers internal employee criminal activity or directors' and officers' liability insurance.

Section XV. Records Retention/Access

A. Records Retention

The Grantee shall retain all records demonstrating compliance with CDBG requirements and that are pertinent to this Grant for no less than five (5) years from Close-out of this Grant Agreement, including any extension thereof made in accordance with Section XVI. [Option to Extend] and including but not limited to Close-Out in IDIS of any HUD requirements. See Exhibit 5.1 in this link: https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-5.pdf

B. Extension of Retention Period

Notwithstanding the foregoing retention requirement in paragraph A above, if any litigation, claim, HUD monitoring or audit is initiated before the expiration of the retention period, records shall be retained for a period of not less than four (4) additional years following completion of the actions and resolution of all proceedings (e.g. litigation, claim, HUD monitoring or audit) involving the records.

C. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility, progress and achievement toward program goals and secure such records in a manner subject to applicable privacy laws. Such data may include, but is not limited to, client name, address, income level, case notes, correspondence and a description of service(s) provided. The Grantee shall use software which is HUD compliant to maintain client records. The Grantee shall transmit client records and files in a manner that is compliant with HUD's Personally Identifiable Information (PII) requirements.

D. Access to Records

All Grantee books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Grant funds shall be made available to the Department, HUD, its designee, representatives of the Inspector General of the District of Columbia or the Office of the DC Auditor at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.

E. National Objectives

The Grantee agrees to maintain documentation that demonstrates that the activities carried out with CDBG funds provided under this Grant meet the CDBG national objective of benefiting low- and moderate-income persons, as defined in 24 CFR part 570.208.

F. Copyright

If this Agreement results in any copyrightable material or inventions, DHCD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Section XVI. Federal and District Public Policy Requirements

Grantee shall fully comply with the following Federal and District policy requirements, as deemed applicable by Grantor:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federal-assisted and federal conducted programs and activities .

C. The requirements of Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

D. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.-) and implementing regulations at 24 CFR I part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

E. The requirements of Executive Order 11246, as amended by Executive Orders 11375. 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

F. The Conflict of Interest provisions of Federal and District laws strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of Federal funds to comply with 2 CFR 200.317 to 200.327 and

any sections of Title of 24 the Code of Federal Regulations concerning CDBG funding which are more restrictive than the Uniform Guidance Code for use of CDBG funds. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within (fifteen) 15 business days of execution of the Grant Agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict-of-Interest declarations to be executed by each employee and board member.

G. The Hatch Act. Chapter 15 of Title V. United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

H. The National Environmental Policy Act or other legislation implemented by 24 CFR part 58.

I. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement as Exhibit F.

J. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991H FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.

2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any grant,

or the entering into any extension. continuation. renewal, amendment of modification of any grant.

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and

c. He or she will include the language of the certification in all sub- grant awards at any tier and require that all recipients of sub-grant awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this Grant imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure, as the applicable grant shall so provide.

K. The Americans with Disabilities Act of 1990 (ADA) - Notwithstanding anything contained herein to the contrary, during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

L. The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are applicable pertaining to economic opportunities for low and very low-income persons. 24 CFR part 135.

M. First Source Program - Contractors and subcontractors of a government-assisted Project totaling $300,000 or more must comply with the District's goals for the recruitment, referral and placement of District residents. See D.C. Law 5-93, as amended, D.C. Official Code§ 2-219.01 et seq.

Section XVII. Close-Out Provisions

Activities and tasks during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor, and determining the custodianship of records (which shall remain the responsibility of the Grantee unless a determination is made otherwise). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over District appropriated funds and the record retention period, whichever is longest. Grantee shall submit the following items within the time frames indicated in this Section after completion of Grant activities or expiration or termination of this Agreement.

1. All activities are eligible, were completed and met a national objective.
2. All grant funds were expended in full, or all remaining funds are to be returned to Grantor.
3. All reporting requirements were completed and submitted (except for the final report that is submitted during the closeout process).
4. Any special conditions were met; and
5. All deficiencies or corrective actions affecting the Grant were resolved.

A. Grant Close-Out Report

The Grantee shall submit to the Grantor a Grantee's Close-Out Report ("Report") within ninety (90) days after expiration of the Grant term, termination of the Grant, or final payment for activities under this Agreement, whichever occurs later. This Report, at a minimum, shall include a narrative of the Grantee's completed tasks based on the activities, performance measures and goals set forth in the Statement of Work. The Report shall be completed using a form provided by the Grantor. The Grantee shall provide any information or data Grantor requests for Close-Out. In the Grantor's sole discretion, the reporting provided during the term of this Agreement may be accepted in lieu of the Grantee's Close-Out Report if those reports contain all information required in this section.

B. Documentation of Expenses

Within ninety (90) days after the expiration of the Grant, the Grantee shall provide to Grantor documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses.

C. Equipment Inventory

The Grantee shall submit to Grantor a list of all furniture, fixtures, equipment and vehicles purchased with Grant funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with 2 CFR Part 200.

D. Audit

The Grantee shall submit an audit or financial statement, as applicable, and as provided in Sections IX and X. of this Agreement.

E. Transfer of Records

Grantee shall, within ninety (90) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

F. Grantee's Obligations

The Grantee's obligations to DHCD remain in effect through the period of record retention as stated in Section XV.

Section XVIII. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion, and if legally permitted, extend the term of the Grant no more than two (2) times for one-year terms, or any fraction of one year, or multiple successive fractions thereof.

B. Grantor will endeavor to provide Grantee a preliminary written notice of its intent to extend at least thirty (30) days before the end of the Grant Term. The preliminary notice does not commit the District to an extension or authorize additional Grant funds to Grantee.

C. Any extension of this Grant is contingent upon the appropriation of funds for the applicable time period. However, the availability of funds shall not obligate the District to extend the Grant.

Section XIX. Total Agreement

The Grant Agreement, including specifically incorporated documents (to include the approved Statement of Work, the Work Plan, the approved Budget and the Grant attachments) constitute

the total and entire agreement between the Parties. Grantee understands and agrees to comply with the incorporated references contained in this Agreement and all applicable District and Federal laws and regulations.

Section XX. Applicable Law.

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia, unless otherwise controlled by federal law. In any proceeding relating to this Grant Agreement, each of Grantor and Grantee, hereby irrevocably submits to the jurisdiction of the Courts of the District of Columbia for the purposes of any suit, action or proceeding arising out of or relating to this Grant or transactions contemplated hereby.

Section XXI. Severability.

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XXII. Amendment.

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Grant activities, or the amounts specified in the Budget without the prior written approval of Grantor. The Grantee may request in writing approval of any proposed change to the Statement of Work or Workplan or the amounts specified in the eligible cost categories of the Budget and shall provide adequate supporting information and a revised budget along with its request. All such requests must be signed and dated.

Section XXIII. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or fully, by the Department.

1. The written or printed materials must include the authorized DHCD logo.

2. Written or printed materials include, but are not limited to, newspaper, radio and television announcements or advertisements, websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.
4. Grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to Grantee.
5. Grantee must provide copies of all marketing materials, brochures, flyers and other materials that publicize grant-funded activities to Grantor via email at dhcd.occo@dc.gov

Grantee shall publicize, as appropriate, to its constituency through social media, print, and online postings, DHCD communications and events that are related to Grant supported activities.

Section XXIV. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code§ 2-531 *et seq*. provides for the disclosure of public information. Specifically, the law provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Official Code § 2-1701 (13) .

This serves as your Notification that information /documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code§ 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXV. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, homeless status, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Sexual harassment is a form of sexual discrimination which is prohibited by the Act and Mayor's Order 2023-131 (Updated District Government Sexual Harassment Policy, Guidance, and Procedures), which is attached hereto as Exhibit I.

The prohibition against workplace sexual harassment extends to third parties doing business with or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies. By executing this Agreement, Grantee affirms that it will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1 I 00 et seq. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated.

Section XXVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addresses:

NOTICE TO GRANTEE:

Marshall Heights Community Development Organization
3939 Benning Rd, NE
Washington DC 20019
Attn: Executive Director/CEO

NOTICE TO GRANTOR:

D.C. Department of Housing and Community Development
Community Services
1909 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
Attn: Director

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTOR SIGNATOR PAGE]

DISTRICT OF COLUMBIA, a municipal Corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Colleen Green
Director

Legal Review:

Julia Wiley
Office of the General Counsel
Department of Housing and Community Development

3/17/25
Date

[Signatures continue on the next page]

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTEE SIGNATURE PAGE]

MARSHALL HEIGHTS COMMUNITY DEVELOPMENT ORGANIZATION INC.
a District of Columbia non-profit corporation

Babatunde Oloyede
President & CEO

March 17, 2025
Date

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit A Services to be Provided

- Statement of Work
- Section 3.2 Services (from the FY25 RFA)
- Workplan as approved by the Grantor

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit B Budget

- Schedules A (3-1) and A (3-2) for the First Performance Period

Exhibit C Required Reporting

- Monthly Performance Report
- Monthly Report of Group Trainings
- Monthly Report on Outreach and Marketing Activities
- Monthly Reporting of Special Activities
- Monthly Reporting of changes in personnel relative to grant work and payroll
- Quarterly Beneficiary Data
- Quarterly Language Access Report
- Quarterly Data Report

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit D Method to determine Client Eligibility for Services

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit E Budget Modification Form

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit F Drug Free Workplace Certification

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit G Service Area Eligibility

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit H Insurance Requirements

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit I **Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures**

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education, and training services to support DHCD's housing programs and initiatives and promote compliance with District housing regulations. All the services are intended to empower potential homeowners, actual homeowners, and tenants to preserve affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership, (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner-occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached work plan and performance measures. Marketing and outreach for the services provided is an activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals, and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of this service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling, (b) the Grantee's additional knowledge of the individual, and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow-up and conduct a final assessment of the impact of the services provided. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for HPAP/EAHP/NEAHP
A4: Inclusionary Zoning Orientation
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM
Budget Form A (3-1): Total Grant Budget

Rev. 12/06/2024

ORGANIZATION NAME:	Marshall Heights Community Development Organization, Inc
PERIOD OF PERFORMANCE:	2/1/2025-9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	
WARD (if applicable):	Ward 7
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$119,287.10	$64,956.48	$184,223.58
Credit Report	$0.00	$0.00	$0.00
Space	$0.00	$40,000.00	$40,000.00
Insurance	$0.00	$15,000.00	$15,000.00
Telephone	$0.00	$3,500.00	$3,500.00
Consumables	$2,000.00	$500.00	$2,500.00
Marketing & Outreach	$551.08	$2,000.00	$2,551.08
Training	$0.00	$2,500.00	$2,500.00
IT Services & Support	$0.00	$13,785.00	$13,785.00
Audit CAP	$0.00	$4,500.00	$4,500.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$121,838.18	$146,741.48	$268,559.66
Total Indirect Costs (De Minimis Cost Rate 15%)	$12,161.82		$0.00
Total Costs	$134,000.00	$146,741.48	$268,559.66

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 12/09/2024

ORGANIZATION NAME:	Marshall Heights Community Development Organization, Inc.
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 to 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Number of Hours	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
Personnel Subtotals						$106,488.48

Fringe Benefits (Max 20%)	$12,778.62
Total NBAP Grant Personnel Costs	$119,267.10

DHCD Contract No. 2025-09
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT B

FY 2026 Statement of Work
and
Workplan

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education, and training services to support DHCD's housing programs and initiatives and promote compliance with District housing regulations. All the services are intended to empower potential homeowners, actual homeowners, and tenants to preserve affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership, (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner-occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached work plan and performance measures. Marketing and outreach for the services provided is an activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals, and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of this service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling, (b) the Grantee's additional knowledge of the individual, and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow-up and conduct a final assessment of the impact of the services provided. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for HPAP/EAHP/NEAHP
A4: Inclusionary Zoning Orientation
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling

FY26 Housing Counseling Services Workplan

Organization Name:	Marshall Heights Community Development Organization, Inc
Grant Number:	2025-09

Performance Period: 10/1/25-9/30/26

RFA Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	NRSA Ward 7 & 8 All Services	Total
A1	HUD Housing Counseling	10	Number of First Time Homebuyers Purchasing Homes	Public Service or NRSA	$0.00	$0.00	$30,000.00	$30,000.00
A1		70	Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		350	Number of 1:1 Counseling Sessions (Budget & Credit)					
A1			Number of unduplicated households					
A1		50	Number of 1:1 Homebuyer Counseling Sessions					
A1			Number of unduplicated households					
A2	8-Hour Homebuyer Class	8	Number of 8-hour Homebuyer Educations Classes	Public Service or NRSA	$0.00	$0.00	$30,000.00	$30,000.00
A2		160	Number of Attendees of 8 hour Homebuyer Classes					
A2		135	Number of DHCD Certificates Issued					
A3	HPAP (LAHP/HEAHP)	12	Number of HPAP Pre Purchase Orientations conducted	Non-Public Service or NRSA	$0.00	$0.00	$30,000.00	$30,000.00
A3	(HPS ONLY)		Number of Attendees at HPAP Orientations					
A3		30	Number of Files submitted to HPAP Administrators					
A3		75	Number of 1:1 HPAP Counseling Sessions					
A3			Number of unduplicated households					
A4	IZ/ADU Orientations	24	Number of IZ Orientations Conducted	Public Service or NRSA	$0.00	$0.00	$45,000.00	$45,000.00
A4		600	Number of Attendees at IZ Orientations					
A4		400	Number of DHCD Certificates Issued					
A5	IZ/ADU Income Certifications		Number of IZ/ADU Income Certifications completed	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
A6	PADO		Number of PADO group training/coaching	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
A6			Number of Attendees at PADO group training					
A6			Number of 1:1 PADO sessions (if applicable)					
A6			Number of unduplicated households receiving 1:1 PADO sessions					
A6			Number of PADO Income Certifications					
A7	General Housing Services & Information (Group Training)	8	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)	Public Service or NRSA	$0.00	$0.00	$20,000.00	$20,000.00
A7		96	Number of Attendees at Financial Literacy Trainings					
A7			Number of Homebuyer Clubs Meetings					
A7			Total of Attendees at Homebuer Club Meetings					
A7		18	Number of group trainings or workshops not reported in other categories					
A7		125	Number of Attendes at group trainings or workshops not reported in other categories					
B10	Eviction Counseling		Number of Eviction workshops	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
B10			Number of Attendees at Eviction workshops					
B10			1:1 Eviction Counseling					
B10			Unduplicated households 1:1 Eviction Counseling					
B10			Number referred to Attorney(s) for Legal Services					
B10			Number of 1:1 Attorney Consultations (Law Firm Subrecipients Only)					
B10			Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecipients Only)					
B10			Number Evictions Prevented					
B11	SFRR		Number of SFRRP Orientations conducted (required)	Public Service or NRSA				$0.00
B11			Number of 1:1 Intake sessions					
B11			Number of unduplicated households					
B11			Number of complete applications submitted in SFRRP Portal					
B12	Legal Services for Seniors, Coops and Condos (Law Firm Subrecipients Only)		Senior households receiving legal services	Public Service or NRSA				$0.00
B12			Coop Associations receiving legal services					
B12			Condo Associations receiving legal services					
B12			Number of Pro Bono Legal Services Recruited and Retained					
B12			Number of Trainings for Law Firms (trainings)					
B12			Number of Attendees at trainings for Law Firms (Attendees)					
B12			Number of new partnerships initiated					
B12			Total Number of Trainings to and work with Pro Bono Provided					
B12			Number of outreach presentations conducted					
B12			Number of outreach activities conducted					
B12			Number of Senior Households that received Legal Counsel or Consultation					
B12			Number of Senior households that received Legal Representation					
B12			# of clients helped with Schedule H					
B12			# of clients helped with fe planning docs					
B12			# pro bono attorneys engaged in housing-related matters					
B12			# veterans receiving legal counsel advice					
B13	Technical Assistance for Co-Ops and Condo Associations		Number of Co-Op Associations receiving Technical Assistance	Public Service or NRSA				$0.00
B13	Coops		Number of Action Plans written for Co-Op Associations					
B13	Coops		Number of Successful Outcomes for Co-Op Associations					
B13	Coops		Number of Asset Management Improvement Services Provided for Co-Op					
B13	Coops		Number of Asset Management Tactical Support Services Provided to Co-Op					
B13	Coops		Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops		Number of Legal Assistant Services provided to Distressed Co-Op Associations					
B13	Coops		Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops		Number of Organization Sustainability Tactical Support Services Provided to Co-Ops					
B13	Coops		Number of Ownership Educations Sessions provided to different ownership models including shared equity					
B13	Coops		Number of Relocation Plans completed and accepted for Co-Ops					
B13	Coops		Numbers of Trainings on Board Operations Governance & Management to Co-ops					
B13	Coops		Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management					
B13	Coops		Number of written Asset Management & Sustainability Plans for Co-Ops					
B13	Condos		Number of Condo Associations receiving Technical Assistance					
B13	Condos		Number of Action Plans written for Condo Associations					
B13	Condos		Number of Successful Outcomes for Condo Associations					
B13	Condos		Number of Asset Management Improvement Services Provided for Condo					
B13	Condos		Number of Annual Survey of Clients (interactive) to gauge success and appropriate methodologies completed for Condo					
B13	Condos		Number of Asset Management Tactical Support Services Provided to Condo					
B13	Condos		Number of Legal Assistant Services provided to Distressed Condo Associations					
B13	Condos		Number of Consultative Services Provided to Condo Associations and Clients					
B13	Condos		Number of Organization Sustainability Tactical Support Services Provided to Condo Associations					
B13	Condos		Number of Relocation Plans completed and accepted for Condo Associations					
B13	Condos		Numbers of Trainings on Board Operations Governance & Management to condo associations					
B13	Condos		Number of written Asset Management & Sustainability Plans for Condo Associations					
B13	Coops and Condos		Number of Annual Survey of Clients (interactive) to gauge success and appropriate methodologies completed					
B13	Coops and Condos		Number of Associations (Coops and Condos) referred to private/ nonprofit Law Firm					
B13	Coops and Condos		Number of Trainings on Development including Relocation and Construction Management					
B14	Technical Assistance for Small Apartment Owners (25 units and less)		Number of Inquiries Received	Public Service or NRSA				$0.00
B14			Number of Owners/Managers receiving Services					
B14			Number of Action Plans Written					
B14			Number of Action Plans Implemented/Completed					
B14			Number of Owners/Managers needing Asset Management Guidance					
B8	General Home Management (Post Purchase Non-Delinquent)		Number of Homeownership Preservation Workshops	Public Service or NRSA			$15,000.00	$15,000.00
B8			Number of Attendees at Homeownership Preservation Workshops					
B8		30	Number of Post-Purchase Workshops (not including Homeownership Preservation)					
B8		250	Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)					
B8		100	Number of 1:1 Post-Purchase Counseling Sessions					
B8			Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions					
B9	Foreclosure Counseling	25	Number of Foreclosure Workshops	Public Service or NRSA			$22,500.00	$22,500.00
B9		200	Number of Attendees at Foreclosure Workshops					
B9		35	Number of 1:1 Foreclosure Counseling Sessions					
B9			Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions					
B9			Number of 1:1 Attorney Consultations (Law Firm Subrecipients Only)					
B9			Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecipients Only)					
B9			Number referred to Attorney(s) for Legal Services					
B9			Number of Foreclosures Prevented					
C15	TOPA Pre-Purchase Counseling & Training		Number of TOPA Meetings with Tenant Association	Public Service or NRSA				$0.00
C15			Number of Attendees at TOPA Meetings					
C15			Number of TOPA Training Workshops to Tenants					
C15			Number of Attendees at TOPA Training Workshops					
C16	TOPA Post-Purchase Counseling & Training		Number of TOPA Post Purchase Training Workshops					

C16			Number of Attendees at TOPA Post Purchase Workshops	Public Service or NRSA				$0.00
C16			Number of unduplicated households					
C16			Number of one on one counseling sessions					
C16			Number of group training/coaching					
C17	Tenant Counseling for HRA - Rental Accomodation Division		Number of unduplicated households	Public Service or NRSA				$0.00
C17			Number of one on one counseling sessions					
C17			Number of group training/coaching					
C17			Number of Attendees at group training/coaching					
Marketing	MARKETING AND OUTREACH	5	Housing Fairs	Public Service or NRSA			$7,500.00	$7,500.00
Marketing			Other Tabling Events					
Marketing			Flyers Distributed					
Marketing			Social Media Posts (Facebook, Linkedin, Instagram)					
Marketing			Mailings					
Marketing		4	Paid Advertising (display ads in print)					
Marketing			Other					
Marketing			Other					
	TOTALS	2020			$0.00	$0.00	$200,000.00	$200,000.00

DHCD Contract No. 2025-09
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT C

FY 2026 Budget

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
RESIDENTIAL & COMMUNITY SERVICES (NBA)

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	Marshall Heights Community Development Organization, Inc.
PERIOD OF PERFORMANCE:	10/1/2025 to 9/30/2026
FISCAL YEAR:	FY 2026
TYPE OF ACTIVITY:	HOUSING COUNSELING & SERVICES

Instructions: Please add rows as needed.

Cost Category	Oct/Nov/Dec	Jan to Sept	Total
Personnel (Salary & Fringe)	$43,844.32	$120,065.74	$163,910.06
Consultants	$0.00	$0.00	$0.00
Space	$0.00	$0.00	$0.00
Utilities	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$500.00	$1,503.29	$2,003.29
Marketing & Outreach	$374.92	$1,124.78	$1,499.70
Training	$0.00	$2,500.00	$2,500.00
IT Services & Support	$0.00	$0.00	$0.00
Audit CAP	$0.00	$4,000.00	$4,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$44,719.24	$129,193.81	$173,913.05
Total Indirect Costs (De Minimis Cost Rate up to Max 15%)	$6,707.89	$19,379.07	$26,086.95
Total Costs	$51,427.12	$148,572.88	$200,000.00

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
RESIDENTIAL AND COMMUNITY SERVICES (NBA)

Budget Form A (3-2): Personnel Information

Rev. 08/25/2025

ORGANIZATION NAME:	Marshall Heights Community Development Organization, Inc.
FISCAL YEAR:	FY 2026 Grant # 2025-09
BUDGET PERIODS:	10/1/2025 to 9/30/2026
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Oct/Nov/Dec Hourly Rate	Q1 # of Hours	Jan-Sept Hourly Rate	Jan-Sept # of Hours	Total Costs
President / CEO	Babatunde Oloyede	$72.12	52.80	$72.12	155.20	$15,000.96
Accountant / Financial Mgt	Bridget Gaskins	$33.65	42.24	$33.65	124.16	$5,599.35
Intake/Operations	Donna Baskerville	$31.25	79.20	$31.25	232.80	$9,750.00
Housing Program Manager	Mary Dade	$31.25	422.40	$31.25	1,241.60	$52,000.00
Certified Housing Counselor	Patrice Roberts	$27.40	422.40	$27.40	1,241.60	$45,593.60
Certified Housing Counselor	Willlet Hunt	$30.29	134.00	$30.29	151.50	$8,647.80
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
Personnel Subtotals				Personnel Subtotals		$136,591.72
Fringe Benefits (Max 20%)				Fringe Benefits (Max 20%)		$27,318.34
Total Grant Personnel Costs				Total Grant Personnel Costs		$163,910.06

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director		
2. Chris Earley, Deputy Director		
3. Julia Wiley, General Counsel	JW	3/14/25
4. Bill Winston, Associate Director of Community Services	JWLW	3/13/25
5. Ernest Merchant, Program Analyst	EM	3/13/25
6.		

SUBJECT:

Director's Comments:

Action

APPROVAL	CIRCULATE	CORRECTION	FILE	FYI	INVITATION	MEETING	SIGNATURE
☒	☐	☐	☐	☐	☐	☐	☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- University Legal Services, Inc.- NBAP FY25 Housing Services $1,047,859.90 Grant 2025-12

Originating Office

FROM:E. Merchant	TELEPHONE NUMBER:
DATE:3/13/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE: OFFICE OF THE DIRECTO MAR 17 '25 PM2:40

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

MAR 17 2025

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Ernest Merchant
Program Analyst

Date: March 13, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**University Legal Services**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$1,047,859.90**
ATTACHMENTS:	**FY25 Grant Agreement #2025-12** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

DISTRICT OF COLUMBIA.

COMMUNITY SERVICES
HOUSING COUNSELING SERVICES

GRANT AGREEMENT

BY AND BETWEEN
THE DISTRICT OF COLUMBIA
AND

UNIVERSITY LEGAL SERVICES INC.

This Grant Agreement ("Grant" or "Agreement"), is made effective as of March 14, 2025, ("Effective Date"), by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the D.C. Department of Housing and Community Development (hereinafter referred to as "Department," "DHCD" or "Grantor") and University Legals Servcies, a District of Columbia non-profit corporation Grantee [DUNS No. Unique Entity Identifier (UEI) NUHRJ8ZMKLN8] (hereinafter referred to as "Grantee") with its principal place of business at 220 I St NE Ste 130 Washington DC 20002. Grantor and Grantee shall be collectively referred to herein as the "Parties."

RECITALS

1. The Department with offices at 1909 Martin Luther King Jr Avenue SE, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975, D.C. Official Code§ 6-1001 *et seq.*, and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Department is authorized to fund community based non-profit organizations that provide housing counseling services for low- and moderate-income persons.

3. On June 7, 2024, the Department published a Notice of Funding Availability ("NOFA") in the D.C. Register, which announced the forthcoming issuance of the Fiscal Year

("FY") 2025 Request for Applications ("RFA") for the Neighborhood-Based Activities Housing Counseling Services Program ("HCSP"). The RFA was issued on June 21, 2024, that solicited applicants to provide services to District of Columbia ("District") residents as a part of the Department's HCSP. HCSP includes Public Services ("PS"), and Non-Public Services ("NPS") as defined in Section I herein. U.S. Department of Housing and Urban Development ("HUD") approved counseling agencies employing one or more certified HUD counselors are eligible to provide both PS and NPS services, while organizations which do not have HUD approval status may provide PS services only. The RFA included an opportunity for applicants to provide one or more of seventeen (17) services listed in the RFA. These services include HUD-approved counseling in keeping with 24 CFR 5.100 and related Federal regulations (in 2 CFR Part 200, and 24 CFR Part 214) as well as services related to local DC programs which are administered by the Department. The RFA and the requirements set forth therein are also incorporated by reference herein.

4. The Grantee's RFA application demonstrates that its organization possesses project management, and organizational and administrative capacity to successfully perform as a nonprofit grant subrecipient under the Department's HCSP, and accordingly DHCD has determined to award a grant to the Grantee in FY 2025 ("25" or "2025").

5. The Grantor proposes to fund HCSP grant activities in FY 2025 from its allocation of Community Development Block Grant ("CDBG") funds authorized by Title I of the U.S. Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), 24 CFR Part 570.

6. As a condition precedent to disbursement of the Grant proceeds to Grantee for the sole and exclusive purposes described in Exhibit A (which includes the "Statement of Work" and the approved "Workplan", both attached hereto and made a part hereof), the Department requires that Grantee enter into this Agreement setting forth the terms and conditions of the Grant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are hereby incorporated by reference and made a part hereof.

Section I. Definitions.

A. As used herein, the following terms shall have the meanings indicated:

a) **Fiscal Year**: All references to Fiscal Year(s) ("FY") herein refer to the District Government fiscal year which is October 1st to September 30th
b) **Neighborhood Revitalization Strategy Area** ("NRSA") refers to the HUD approved areas of Wards 7 and 8 which have been designated as strategic areas for revitalization. Services to Ward 7 and Ward 8 regardless of whether Public Service or Non-Public Service, attributed to the NRSA.
c) **Non-Public Services** refers to 24 CFR 5.100 counseling services provided to clients in connection with the purchase of a specific home. All other 24 CFR 5.100 counseling is Public Service.
d) **Public Services** refers to all other services and may include group training and/or one on one counseling.
e) **Performance Periods**: The Performance Period is defined as the start date and end date for which Grant funds are awarded to execute an approved Workplan and Statement of Work in keeping with the RFA for FY 2025. (See Section IV below.)

Section II. Exhibits.

The Exhibits listed below and the terms and conditions of the same are incorporated herein and made a part of this Agreement.

A. Services to be Provided
- Statement of Work
- Section 3 from the FY 25 RFA: Services
- Workplan as approved by the Grantor

B. Budget
- Schedules A (3-1) and A (3-2) for the First Performance Period

C. Required Reporting Forms
- Monthly Performance Report on group trainings/orientations/workshops and one on one counseling (in connection with the Statement of Work and Workplan), as well as reports on DHCD certificates issued, outreach and marketing activities, and upcoming group trainings.
- Quarterly Beneficiary Data and Demographics for each of the following (a) PS, (b) NPS, and (c) NRSA activities.
- Quarterly Language Access Report (Optional)

- Quarterly Banking Report (as applicable)
- Quarterly Procurement Report (as applicable)
- Quarterly Submission of Minutes of Board of Directors Meetings

D Method to determine Client Eligibility for Services
E Budget Modification Form
F Drug Free Workplace Certification
G Service Area Eligibility
H Insurance Requirements
I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Section III. Grant Award

A. The Department shall make a Grant of the District's CDBG Entitlement Grant Federal Award No: B-24-MC-11-0001 ("CDBG Federal Award") to Grantee in an amount not to exceed One Million Forty-Seven Thousand Eight Hundred Fifty Nine Dollars and Ninety Cents ($1,047,859.90) (the "Grant") and is allocated as follows:

Sources and Uses of Funds:

Public Service ("PS") [CDBG EN]	$ 96,459.90
Non-Public Service ("NPS") [CDBG EN]	$ 281,400.00
NRSAs Ward 7 and Ward 8 [CDBG EN]	$ 670,000.00
TOTAL CDBG [EN]	$1,047,859.90

Notwithstanding the source of funds designated above, the Grantor reserves the right to provide funding from another source(s). In all instances, applicable Federal and District laws and regulations shall apply regardless of the funding source. The Grant award shall be used to fund a range of services which HUD has defined as Housing Counseling Services: Public Services and Non-Public Services by a HUD Approved Counseling Agency ("HCA").

The specific Grant activities are described in Exhibit A (attached hereto) which includes
(a) the Statement of Work,
(b) Lines of Services - Section 3.2 of the Request for Applications (RFA), and
(c) The approved Workplan

(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

C. The Grant services will benefit low-and-moderate income persons living in the District of Columbia. In keeping with recent Presidential Executive Orders, Grantees should only use grant funds for US citizens and should maintain such documentation to prove citizenship.[45]

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as Exhibit B. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.

D. The Catalog of Federal Domestic Assistance ("CFDA") number is 14.218.

E. The Uniform Administrative Requirements for Federal Grants are applicable to this grant award and are available online at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1. Also, the Grantee must comply with the Community Development Block Grants regulations 24 CFR part 570 that govern this award and other related HUD regulations, which are incorporated herein by reference.

Section IV. Grant Term and Periods of Performance

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2025. During this term, there are two Performance Periods. The First Performance Period is the Effective Date to September 30, 2025. The Second Performance Period is October 1, 2025, to December 31, 2025.

Funding for each Performance Period is in the sole discretion of the Grantor and requires meeting all due diligence requirements prior to award.

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[45] Examples of such document may include copies of unexpired state issued Real ID identification or driver's license, unexpired US passport or US passport card, active duty Military ID, current Green Card or Naturalization documents with state issued photographic identification.

The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of Grant funds or other Grant assets.

Section V. Statement of Work/CDBG Eligible Activities/Eligible Costs/Business Operations

A. CDBG Eligible Activities

1. Grantee shall use the CDBG Grant proceeds solely to fund Grantor-approved service activities that are intended to provide services and empower low- and moderate- income persons in the District of Columbia to make informed housing choices and achieve their housing goals, whether it's finding affordable rental housing, purchasing a home or obtaining financial assistance for critical home repairs.

The best way to provide this critical information to a client in order to assist them in their decision-making process is to adhere to 24 CFR 5.100[46] [in which a HUD certified counselor conducts (1) intake (2) financial and housing affordability analysis with affordability calculation (3) an action plan and (4) follow-up counseling to implement the action plan and achieve its stated goals].

The Grant services to be provided are described in Exhibit A. This description includes the major tasks, activities and project deliverables to be provided under this Grant. The Grantor reserves the right to alter or change the District of Columbia program requirements including eligibility, services provided, service methodology, service delivery and program goals during the performance period.

The proposed Grant activities are CDBG eligible activities pursuant to 24 CFR 570.201(e).

2. Grantee shall sponsor outreach events that inform the community about the Grant activities and participate in other community events as requested by Grantor.

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[46] 24 CRF 5.100: "Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling."

3. The Grantee must retain records which demonstrate that each activity funded under this Grant is CDBG eligible and document the amount of CDBG funds expended for each activity. This includes the activity itself, the outcomes, and the records concerning beneficiaries in keeping with subsection (B)(2) below receiving services. Any authorizations needed together with beneficiary statistical information should be obtained by the Grantee during intake or registration. HUD does not grant exceptions or authorize the District to make exceptions to this requirement.

B. CDBG National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention of slums or blight; 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. The Grantee certifies that the CDBG-assisted activities to be carried out under this Agreement will meet the National Objective of primarily benefiting low- and moderate-income persons (limited clientele activities) in accordance with Federal and District Requirements. The minimum threshold requires that at least 51% of the households served with CDBG funding must be low- and moderate-income households; provided however, that a Grantee whose application claimed additional scoring points for agreeing to provide Grant services to more than 51% low- and moderate-income beneficiaries, must adhere to the percentage they elected in their application.[47]

In accordance with the Grantee's election in their Application for a grant award and for receiving additional points in scoring, the Grantee has agreed to exceed the minimum requirement and to serve at least 90% low- and moderate-income beneficiaries.

Note: This percentage cannot be decreased as it was used for scoring in a competitive round of funding.

4. The Grantee shall disclose to any client that services are provided free of charge by a Grant funded by DHCD using Federal funds and therefore the Grantee has certain reporting

[47] In responding to the RFA published June 21, 2024, applicants were given the opportunity to receive additional points in scoring for committing to exceed the CDBG minimum threshold to either a 75% minimum or a 90% minimum.

requirements in order to provide the Grant services free of charge. The Grantee shall use appropriate forms to obtain a client authorization, as required, to comply with the terms of this Agreement and to meet HUD reporting requirements,

C. Staffing

Where HUD requires services are to be provided by a Certified HUD Housing Counselor, the Grantee shall comply with that requirement and not permit services reserved to HUD certified counselors to be provided by others.

To the extent applicable, Grantee agrees to secure the services of qualified personnel that are licensed and bonded in the District of Columbia to perform the CDBG Federal Award activities and services listed in Exhibit A.

Any changes in personnel or their general Grant responsibilities as set forth in Exhibit A are subject to the prior written approval of DHCD. In this regard, it is essential that the Grantee immediately report terminations and proposed new hires to the Grantor.

D. Business Operations

1. Grantee shall observe business hours of operation onsite in their service location(s) that align with District Government hours of operation specifically Monday through Friday 9:00 am to 4:30 pm (DC holidays excepted)[48] and shall ensure that sufficient staff are on site at Grantee's place of business to carry out Grant services.

2. During the hours of operations, Grantee shall have live answered telephones for incoming calls. If the Grantee's phone system utilizes an auto-attendant function or voicemail, announced option to the caller must include an option to press a certain key (such as "0" for an Operator) to be connected to a staff person in real time who can answer and field questions, redirect a caller to a staff person who can address a caller's inquiries, or provide registration information. DHCD and other DC agencies such as the Office of the Attorney General may check Grantee's compliance with this requirement from time-to-time.

[48] DC Holidays include New Year's Day, Dr. Martin Luther King, Jr. Holiday, Washington's Birthday, DC Emancipation Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Day.

E. Grantee may offer clients virtual appointments as well as virtual group informational or educational activities, but Grantee shall also provide clients an option for in-person services (including both in-person one on one appointments as well as some in-person group informational or educational activities.) The Grantee shall not refuse in-person services to DC residents.

F. Housing Resource Center (HRC) and Late Night Hours: As required by the RFA, "Applicants selected for the award shall participate (in a regular rotation) in staffing onsite at the Department's Housing Resource Center (HRC). The HRC provides services to DC residents by appointment and walk-ins." The HRC is located in the Grantor's offices at 1909 Martin Luther King Jr Av SE. The HRC coordinator, in conjunction with the Associate Director for Community Services, will develop a schedule in consultation with Grant subrecipients for staffing the HRC on a rotating basis on weekdays.

RFA applicants were awarded additional points in their score by committing to "Extended Office Hours." The options included providing office hours until 7:00 pm at least one (1) day a week in their office location and/or until 7:00 pm at least two (2) days a month in the HRC.

In accordance with the Grantee's selection in their Application for grant award and funding, the Grantee has committed to serve Extended Office Hours Extended Office Hours until 7:00 pm one (1) day a week in their office and one (1) day in the HRC.

Section VI. Disbursement/Required Support Documentation

A. Reasonable, Allowable, Necessary, Allocable

1. Grantee may request reimbursement for actual expenses incurred to provide services and as described in the Grant Budget (A 3-1 and A 3-2). Requests must meet all four criteria: reasonable, necessary, allowable, and allocable. (2 CFR 200.305)
   a. ***Allowable costs.*** Reimbursements are limited to the expenses directly related to activities supported by the grant activities and are subject to the regulations of the Federal and District Governments. Expenses related to activities should be necessary, reasonable, allowable and allocable.
   b. ***Limitations on allowable costs.*** A grantee may not use an indirect cost rate to determine allowable costs under its grant.
   c. **Some *Unallowable costs.*** Expenses that are not allowable include (but are not limited to) sales tax, late fees, debts, tips & gratuities, food, alcohol, controlled substances, cash reserves or investments, money given to individuals (including

donations, grants or loans), contributions to organizations, costs of fundraising, fund development, grant writing, advocacy, lobbying, and purchase of goods or services for personal use or benefit.

2. In addition, Grantee must demonstrate to the reasonable satisfaction of the Grantor that Grant performance milestones have been achieved. All requests for payment of eligible expenses shall be associated with the budget line items specified in Exhibit B (Budget Schedule A (3-1), estimated cost invoices and satisfactory Grant performance.

3. Grantees may not be reimbursed for expenses paid through Cash app or other similar peer-to-peer payment platforms, since such platforms create issues for recordkeeping, auditability, and compliance with grant regulations.

4. The Grantee shall not supplant funds or seek reimbursement for expenses that may be reimbursed by another grant (Federal, District, or private) either prior to or subsequent to reimbursement by the Grantor.

5. The Grantee must have the capacity for bookkeeping and accounting services required to track Grant expenses and create payment requests in keeping with Federal and District requirements, either on staff or by a third-party contractor.

6. The Grantee shall create and submit payment requests in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the Grantee to create and submit invoices by selecting the applicable purchase order number which is listed on the Grantee's profile.

7. All Grantees must be registered in the portal prior to invoice submission. The vendor portal website is **https://cfo.dc.gov./supplier_portal**. Please log onto the portal for further details and instructions. Questions can be submitted to **suppliers@dc.gov**.

B. Form of Submission of Payment Requests

1. The cover sheet to the reimbursement package must be the 30A Form of the Department [RCSD DHCD 306A Revised October 2024]. No other cover sheet is needed. This form should contain the Purchase Order Number, the IDIS Number, and the Partial Payment Number in accordance with Department's guidelines.

Payments requests are contingent upon certification by the Grantee in the following form as contained on the 306A (RCSD DHCD 306A Revised October 2024). The Certification is to be made by the chief executive officer, or the chief financial officer or the chief operations officer if the Governing Board has authorized this officer to act on behalf of the board to sign.

"I certify that all items, quantities and prices of work and material shown in the requisition are correct to the best of my knowledge and belief. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information , or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812." (2 CFR 200.415)

2. Page 2 and Page 3 shall be the Reimbursement Request A 3-1 and A 3-2.

3. Page 4 shall be the Invoice Cover Sheet with:
   a. A unique identifier (e.g. a row number or brief alphanumeric code) shall be assigned by the Grantee to non-personnel invoices and with the same unique identifier marked on each and every supporting document (e.g. receipt, proof of payment, cancelled checks, contracts, scopes of works, services rendered, vendor statement or document, Grantee's notes) submitted. The unique identifier shall be listed on the invoice cover sheet.
   b. Vendor's name
   c. Remittance address
   d. Invoice number
   e. Invoice date
   f. Contract number (also known as Grant Number)
   g. Purchase order number (if any)
   h. Invoice Amount
   i. The Amount which the Grantee is requesting reimbursement
   j. Quantity of goods/services delivered. Deliverables. Shipping and payment terms
   k. Other substantiating documentation that justifies and supports the payment request.

4. Page 4 and subsequent pages as needed shall include the supporting documents for the reimbursement request including signed timesheets, payroll reports, invoices from vendors marked as described above. (See Section E below.)

C. HUD Related Requirements

1. Federal regulations require that reimbursement under the Grant is tied to (a) beneficiary data reporting and (b) program performance. Failure to meet reporting deadlines for performance and/or beneficiary service data will suspend temporarily the processing of Grantee payment requests. Staff unavailability does not waive the requirement to meet reporting deadlines, and Grantee shall ensure that adequate staff are trained or cross-trained to prepare and submit reports timely.

2. The Grantee should be aware that HUD maintains an *Integrated Disbursement and Information System* ("IDIS"), a database in which the Grantor must make reports during the performance period on each Grantee's account. HUD flags subrecipient accounts when reporting is not provided by a deadline. Such a flag shall constitute a default. Multiple flags or failure to meet the conditions for HUD to remove a flag may result in suspension or termination in keeping with Section XII (C) of this Agreement.

D. Schedule for Submission of Reimbursement Requests

1. Requests for reimbursement shall be submitted in a timely manner by the date due. Failure to meet a deadline shall constitute a default.

2. On the 10th day of each month, the Reimbursement Request shall be for the prior month; provided however, the September reimbursement request must be submitted earlier in October on the date specified by the Office of the Chief Financial Officer of the District of Columbia, which is usually between the 5th and 7th day of October. *(Grantee may wish to use other funding sources for the late September payroll to facilitate meeting the deadlines.)*

3. In order to close-out the grant by September 30th, the October request should be the only request submitted in September.

4. The monthly schedule for submission is as follows:

Month	Due Date
March	April 10th
April	May 10th
May	June 10th
June	July 10th
July	August 10th
August	September 10th
September	October 5th or 7th as specified by the DC CFO
October	November 10th
November	December 10th
December	January 10th
January	February10th
February	March 10th

5. As applicable, expenses incurred pursuant to a project commitment in IDIS that has been approved by the Grantor and are otherwise eligible for reimbursement at the Grantor's sole discretion, may be reimbursed, regardless of when those expenses were incurred.

E. Source Documentation

1. All costs and obligations incurred under this Grant Agreement must be supported by source documentation (e.g. invoices, receipts, contracts, canceled checks, etc.). Documentation may also include approved time distribution sheets and certified payroll reports for employees and contracts.

2. The Grantee must satisfy all documentary requirements to the reasonable satisfaction of the Grantor prior to the disbursement of Grant funds.

F. Requirements Applicable to Disbursed Funds/No Escrow

1. Grantee shall not escrow Grant funds. However, nothing shall prohibit the Grantee from supplementing funding for these activities from other sources including other grants, funders or donors.

2. Any cash advances disbursed pursuant to this Agreement must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate

cash requirements of the Grantee in carrying out the purpose of the Grant. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct Grant program or project costs and the proportionate share of any allowable indirect costs.

3. If at any time it is determined that more Grant funds are disbursed to Grantee than what was required by the Grantee's immediate disbursement needs, Grantee shall immediately return to Grantor the excess funds.

4. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations or fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee.

G. The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect cost rate, as further described in Section (C)(4) and Section (C)(5) (Reporting Requirements) below.

H. In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant proceeds within three (3) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant proceeds, unless another date shall be agreed to be the parties in writing. The Grantor reserves the right to recover such losses by any legal remedy available.

Section VII. Budget Modifications

A. Any amendments to the budget (change in the amounts specified in the individual cost categories set forth in Exhibit B). may be approved by the Grant Administrator, so long as the total amount of the budget is not exceeded.

B. Any increase in the total Grant amount must be approved by the Director of the Department. If the change is made at the request of the Grantee, the request shall be in writing dated and shall be submitted on a Budget Modification Form, attached hereto as Exhibit E.

1. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and dated using the appropriate excel format or the appropriate online portal if available.

2. The Grantee shall make modification requests by June 1st, to allow sufficient time for processing prior to the start of the fourth quarter of the fiscal year. No more than two modifications may be required in the performance period. Requests for modification to the budget shall not be approved after June 1, 2025, except for extenuating circumstances specified in writing, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion.

3. The Department will not approve reprogramming of personnel funds for positions not filled in compliance with this Agreement and Grantee's personnel policies submitted to Grantor. If at any time DHCD requires a more detailed budget breakdown than the one contained herein, the Grantee shall provide such supplemental budget information in a timely fashion and in the form and content prescribed by DHCD.

Section VIII. Conditions Precedent to Grant Closing and Grant Disbursement

Grant closing shall mean the date on which Grantee has satisfied all conditions precedent to execution to the satisfaction of the Grantor, at which time both parties have executed and delivered the Grant Agreement. No Grant proceeds shall be disbursed prior to Grant closing.

The following conditions must be met prior to Grant closing:

A. Eligibility Determination. Determination by the Grantor that Grantee's proposed Grant activities meet eligibility and national objective requirements specified by the CDBG Program regulations at 24 CFR §§ 570.200 through 570.209. Grantor has determined that the proposed Grant activities are eligible for CDBG Program funding pursuant to 24 CFR 570.201(e) (provide housing counseling services to low- to moderate-income households).

B. Environmental Clearance. Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historic preservation reviews, and HUD has issued an approval of the release of funds.

C. Due Diligence Submissions. The following items must be delivered to DHCD for approval prior to Grant execution and Grant closing:

1. Articles of Incorporation, organizational by-laws and certification of nonprofit status.
2. Board/Corporate Resolution, memorializing
   a. the Grantee's intent to enter into this Agreement
   b. identifying the total Grant amount of the award
   c. identifying the Grant Number
   d. identifying the funding source(s) of the award, and
   e. identifying the authorized person by name and title who is authorized to sign on behalf of the corporation to enter into this Agreement.
3. Certificate of Good Standing
   a. issued by the DC Department of Licensing and Consumer Protection (DLCP)
   b. certified within 6 months of the Effective Date of this Agreement.
4. Certificate of Clean Hands
   a. issued by the DC Office of Tax and Revenue (OTR)
   b. certified within 90 days of this Agreement.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia to carry out the Grant activities.
6. Evidence that Grantee has obtained insurance, as provided in Exhibit H. If the renewal period for any insurance requirement occurs during the Grant performance period, the Grantee is required to submit to the Grantor evidence (Certificate Of Insurance) of insurance renewal to cover the remaining Grant performance period.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Effective Date.
8. An Affirmative Action Plan ("AAP") must be submitted by the Grantee for review and approval by the District prior to Grant execution and the disbursement of any Grant proceeds. The AAP shall be in a form to be determined by the District and must detail the Grantee's efforts to comply with the District's goals for achieving equal employment in District government contracts and set forth specific standards for the utilization of minorities in all job categories, as required by Mayor's Order 85-85 and District law.
9. Drug-free Workplace Certification (Exhibit F).
10. Debarment affidavit and verification confirming that Grantee is not debarred or suspended or otherwise excluded from or ineligible for participation in federal or District assistance programs under Executive Order 12549 or District law.

D. Opinion of Counsel. Grantee shall submit a written opinion of the Grantee's attorney, which states that the attorney has read the Grant documents and that the Grantee:

- Is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary.
- Has the full authority and legal right to carry out the terms of this Grant Agreement and all documentation required hereunder to be executed by Grantee; and
- Has taken all actions to authorize the execution, delivery and performance of this Grant Agreement and any documents required to be executed in connection with the Grant according to their respective terms

The Opinion shall further state that none of the aforesaid actions, undertakings or agreements violate any restriction, term, condition or provision of the Grantee's organizational documents or any contract or agreement to which Grantee is a party or by which it is bound. The Opinion must identify the Grant Agreement by name and Grant number, and the counsel must specifically identify the documents upon which the Opinion is based.

E. Current on District Obligations. Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant, including all local taxes and charges affecting Grantee's business.

F. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Proceeds, including, but not limited to the Council of the District of Columbia and the Chief Financial Officer of the District of Columbia.

G. Clearance Approval issued by the DHCD Office of Program Monitoring.

Section IX. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. The Grantee shall cure all report deficiencies identified by the Department and resubmit for approval by the Grantor within 14 calendar days of the notification. The requirements of monthly and quarterly reports [VII.(A) and (B) are in Exhibit C.]

A. Monthly Reporting

Monthly Performance Reporting. The Grantee shall use the online reporting portal provided by the Grantor and shall provide a complete performance report by the 10th day of each month reporting on Grant activities, accomplishments and performance of the prior month. Failure to submit the report by the tenth day of the month following the end of each

month shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

B. Quarterly Reporting

On the 10th day of January, April, July, and October, the following quarterly reports for the previous three months shall be due and provided by the Grantee in the form and method required by Grantor:

1. Quarterly Report on **Beneficiary Data and Demographics** (separate reports for PS, NPS and NRSA).

2. **Banking Report** (as applicable)

3. **Non-expendable Equipment Inventory Report** (as applicable) (the purchase or lease of non-expandable equipment). The purchase of all computer equipment must have prior approval from the Department.

4. **Procurement Report** (as applicable).

5. Copies of the **Minutes of the Board of Directors** meetings, which took place during the previous quarter; and

6. **Language Access Report** (optional) – If services are provided in languages other than English, we encourage a language access report to be made.

Failure to submit any or all Quarterly Reports by the tenth day of the month following the end of a quarter shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

C. Additional Report Requirements

The following reports are due to the Department within the timeframes indicated below. If these documents were previously submitted, they must be updated and resubmitted.

1. Fringe Benefits Report

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects funded from the proceeds of this Grant shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefits rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the change. The report shall be submitted to DHCD within fifteen (15) days of Grant execution.

The fringe benefits rate for any personnel costs funded by this Grant shall not exceed 20% of the base salary rate indicated in Schedule A Form A (3-2) of the budget (Exhibit B).

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to the date of the Offer Letter.

All personnel costs approved under this Grant Agreement must be filled within ninety (90) days of Grant execution or within ninety (90) days of the vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than ninety (90) days, whether intermittent or consecutive, at any time during the Grant period may result in the loss of funds for the position.

Grantee must submit transcripts of training or continuing education for individual staff and counselors to the Grantor.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with CDBG funds, in accordance with the requirements specified in 2 CFR Part 200 (Exhibit D). The property inventory list must include, at a minimum, a short

description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

a. The Grantee shall submit a budget and Cost Allocation Plan showing its direct and indirect costs and the allocation of such costs to the Grantee's activities, including the administration of the activities and services provided under this Agreement. The plan must show all allowable and unallowable costs and how such costs are included in the direct and indirect costs in accordance with 2 CFR Part 200.

b. A current Cost Allocation Plan must be submitted no later than thirty (30) days following Grant execution.

c. The Cost Allocation Plan must include all sources of funding for the Grantee, including this, Grant and to which program/cost centers each source has been applied using the Grantee's chart of accounts (referencing individual budgetary line items).

The Grantee must provide:

i. the total amount of funding from each funding source,
ii. the total staff employed by the Grantee, regardless of funding source, staff allocation per grant/program and the estimated percentage of time spent per grant program.

d. As required by HUD, the Cost Allocation Plan is subject to approval by the Grantor. The Grantee shall cure any defects or omissions in the Cost Allocation Plan within 60 calendar days of the notice to cure.

e. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. The waiver request must detail the reasons for the waiver request and include a copy of the relevant audited financial statements.

f. Claims for reimbursement of documented Grant expenses shall comply with 2 CFR Part 200 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.

5. Indirect Cost Rates

a. Grantees may request reimbursement for indirect costs based on their Cost Allocation Plan. The Cost of Allocation Plan must be reviewed and approved by the Grantor. The Grantee is required to keep records of the expenses charged to the Indirect Cost Rate for monitoring and close-out.

Grantees with Indirect Cost Rates are required to use their indirect cost rate. Grantees with provisional rates must demonstrate the rate is not expired or that it is currently used by a Federal Agency in awarding Federal funds to the Grantee during the current Fiscal Year. Other Grantees may use the Federal *de minimis rate* of 15%. In either case (*De Minimis rate* or Federally Approved rate), Grantee shall maintain records (available during monitoring, or close-out or upon request) indicating which costs in the cost allocation plan and the dollar amount have been attributed to the Indirect Cost.)

Indirect cost rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with supporting documentation. DHCD will not make adjustments to indirect cost rates after June 1st.

The Grantor does not issue or award Indirect Cost Rates.

Grantees who wish to obtain a Federally authorized Indirect Cost Rate are encouraged to contact the "Cognizant Agency" which is the US Department of Health and Human Services.

b. For all personnel costs funded under this Agreement, Grantee must maintain documentation for use of indirect cost funding and provide the same when requested for verification of expenditures in keeping with the approved cost allocation plan, including, but not limited to cancelled checks, employee signed and supervisory approved employee time sheets, invoices and bank records.

c. Expenses charged to an indirect cost rate must be accompanied by and cross-referenced to and reconciled with an independent audited financial statement, which accounts for all (grant funded and non-grant funded) activities by the Grantee during the fiscal year in which the indirect cost rate is based.

6. Organizational Audit

Grantee must submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year.

Note to All Grantees: All Grantees must ensure their financial records are available for review or audit by appropriate officials of the Federal Government and the District Government.

7. Auditor's Management Letter.

Grantee shall submit an auditor's Management Letter to the Grantor at the time it submits the annual audit.

8. Procurement Policy. Accounting Policies and Procedures. and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution, the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of the Grant. These policies and procedures shall be in accordance with the requirements of 2 CFR Part 200. The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

If the Grantee has previously submitted these documents, and the documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a certified statement (the "Re-certification Letter") to the Grant Administrator indicating when the most current document was submitted to the District and certifying that no changes to these policies and procedures have since been made.

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D. Summary of Report Deliverables and Receipt Due Dates:

	Report	Receipt Due Date
1	Monthly Performance Report	No later than the 10th day of each month
2	Quarterly Beneficiary Data	No later than January 10th, April 10th, July 10th and October 10th – a separate report for each use: PS-NPS-NRSA
3	Language Access Report (Optional)	No later than January 10th, April 10th, July 10th and October 10th
4	Fringe Benefits Report	Within 15 days of Grant execution
5	New Hires/New Employees Information (Job Description & Resume) HUD certificate if certified counselor	10 Days prior to the Offer Letter of Employment being sent to the candidate
6	Notice of Vacant Position	Within 10 days following the vacancy
7	Non-expendable Equipment Report	Within 15 days of Grant execution and quarterly thereafter
8	Procurement Policies and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
9	Accounting Manual and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
10	Cost Allocation Plan (based on and tied to the most recent audit)	Within 30 days of Grant execution
12	Independent Financial Audit	Within 90 Days of the Close of the Grantee's Fiscal Year

	Report	Receipt Due Date
13	Single Audit Report (if applicable)	Within 30 Days of submission to the Federal Audit Clearinghouse
14	Auditor's Management Letter	Submitted with the submission of the Audit
15	Requests to revise Budgets and/or Workplans	Prior to the 1st day of June
16	Grantee's Close-Out Report (Section XV.) Inventory Report & Annual Report	Within 90 Days of the end of the Term of the Grant.
17	HUD 9902	Within 30 Days of Submission to HUD
18	HUD Monitoring Report	Within 30 Days of Receipt from HUD monitor or the HUD intermediary monitor.

Section X. Accounting/Audit Requirements

A. Accounting System

1. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in Exhibit B.

2. Accounting records should be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.

3. Any funds provided to the Grantee or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest-bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

Grantee shall submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year, contingent on the following:

1. Grantees receiving an aggregate of $1,000,000 or more from all funders in Federal funds must in accordance with Federal regulations obtain an independent audit (Single Audit Act of 1984 , Single Audit Amendments Act of 1996, and 2 CFR Part 200). A standard audit may be supplied pending the completion and submission of the Single Audit.

2. Grantees:
   (a) Required to be audited by any State or political subdivision(s) thereof (whether by statute or regulation) or
   (b) Who conduct an audit to submit to any government or private funder, or foundation or corporate funder or
   (c) Whose governing body or senior management obtains an audit,

   shall be required to submit that audit to the Grantor upon receipt of the same.

If the Grantee is not audited in accordance with (1) and (2) above, the following shall apply:

3. A Grantee whose corporate entity receives or expends less than $999,999 as reported to the Internal Revenue Service in the 990 Tax Return without amendments, deletions or summarized details must file with the Grantor a financial report prepared by an independent Certified Public Accountant and certified by the same that contains:
   - income statement or Statement of Activities,
   - balance sheet or Statement of Financial Position,
   - statement of Functional Expenses by program or cost centers such statement to break out separately the Grantor's funding by Grantor's program(s) separately from all programs or cost centers used.
   - statement of cash flows, and
   - independent review and certification of the financial statements including a review of the management's financial internal controls.

   In addition, the nonprofit organization must file a biennial audit that covers both years within a biennial period. See 2 CFR Part 200, Subpart F.

4. The Grantee shall fully clear any deficiencies noted in the audit reports within sixty (60) days after receipt by the Grantee.

5. . Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default of this Grant and may result in the withholding of future payments and/or debarment from participation in future Grants.

Section XI. Grant Administration

The Grant Administrator is:

William Winston
Associate Director for Community Services
DC Department of Housing and Community Development
1909 Martin Luther King Avenue SE, Room 304
Washington, D.C. 20020.

The telephone number is (771) 208-9628. All concerns regarding the technical implementation and interpretation of this Grant are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line-item changes and terms) where there is no dollar increase.

Section XII. Repayment of Grant Funds/Grant Performance Monitoring Default and Remedies

A. HUD Monitoring

The Grantee is subject to monitoring by HUD and agrees to provide all required information, data, records, files including client files, case notes, correspondence and emails, reports, beneficiary data, performance data, financial records, supporting documentation, to satisfy HUD monitoring. Notwithstanding the date of a finding by HUD, should HUD make a finding, the Grantee shall be responsible to cure the defect, and should HUD require repayment of Grant funds for any reason to the Federal Government, the Grantee shall be responsible for repayment in the amount specified by HUD. Repayment shall be made to the District of Columbia and by the District to the Federal authority in satisfaction of the HUD requirement. HUD monitoring is not confined to the performance period but extends through the record retention period provided in Section XV.

B. Grant Performance Evaluation

1. DHCD will monitor the performance of the Grantee to ensure that the goals and performance standards stated in the Statement of Work and Work Plan and RFA are being achieved according to schedule and within budget.

2. All records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. Grantee shall make timely submission of all information and/or records requested by DHCD or HUD to assess performance under the Agreement.

C. Suspension or Termination of Grant Assistance

1. In accordance 2 CFR 200.340 and 200.341 and 200.343, suspension or termination of CDBG Grant assistance may occur according to the Default provision in subsection D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner.

2. If Grantee fails to correct the substandard performance within thirty (30) days after receiving written notice from DHCD, suspension or termination of this Agreement will be initiated.

3. In accordance with 2 CFR 200.340(a), suspension or termination of Grant assistance may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

Subject to any applicable notice requirement and right to cure, the occurrence of any of the following shall constitute an event of default:

1. Failure to comply with any of the CDBG Program rules, regulations or provisions referred to in this Agreement, or such other Federal or District statutes, regulations, executive orders, District of Columbia mayoral orders, HUD rulings, policies or directives applicable to this Grant:

2. Failure to comply with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement.
3. Substandard performance by the Grantee or any of its agents under this Agreement, as determined in the sole and reasonable discretion of DHCD; or
4. Improper use of funds provided under this Agreement.

A determination of default shall be made in the sole and reasonable discretion of DHCD.

E. Remedies for Default

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of a written notice to the Grantee, Grantor may take one or more of the following actions, as determined in its sole discretion:

1. Terminate and suspend further disbursement of any remaining Grant assistance.
2. Disallow all or part of the cost of the activity or action that is not in compliance with this Agreement.
3. Wholly or partially suspend or terminate the current Grant award; or
4. Take other legal remedies that may be available.

F. Termination for Convenience

The Grant may be suspended or terminated on the basis of convenience as provided in 2 CFR 200.340(a).

G. Reversion to DHCD of Grant Assistance

1. Upon default by the Grantee under the terms of subsection D above, which has not been cured, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request the following:

i. Any Grant funds in its possession (whether or not committed),
ii. Any accounts receivable attributable to the use of Grant funds; and
iii. The portion of any income directly generated by (or the prorated proportion of) Grant funds for the activities described in this Agreement.

2. Upon final completion of the projects and activities for which CDBG funds have been provided by DHCD, expiration of the term of this Agreement, cancellation, or determination of this Agreement, the Grantee shall transfer any unspent, excess or surplus CDBG Grant funds, to include accounts receivable attributable to the use of the CDBG funds.

H. Grantor Non-Waiver

DHCD's delay or failure to act with respect to a breach by the Grantee does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section XIII. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, and 2 CFR Part 200, as deemed applicable by the Grantor. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Fund Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Organizational Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter arising from this Grant Agreement.

D. Cancellation Ceiling

In the event of cancellation of the Grant because of non-appropriation of funds for a specific fiscal year, there shall be a cancellation ceiling of zero dollars.

E. Anti-Deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, Grantor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code§ 47.105. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-Deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section XI. of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements.
2. Performing technical evaluations as required.
3. Interpreting the Statement of Work and other language in the Grant.
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with the District and other laws and regulations applicable to the Grant.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

Jane Brown
Executive Director
University Legal Services, Inc.
220 I Street, NE
Washington DC 20002
(202) 547-4747
jbrown@uls.org www.uls-dc.org

H. Misuse of Grant Funds

Any alleged fraud, waste, abuse or mismanagement of Grant funds shall be immediately reported to the Grantor and the District of Columbia Office of the Inspector General ("OIG"). The OIG may be reached at (202) 724-TIPS (8477) and (800) 521-1639 or at oig.dc.gov

I. Nonassignability

Grantee will not sell, assign, pledge or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

Section XIV. Insurance

A. The Grantee shall obtain at least the minimum insurance coverage set forth in this Section XIV. and Exhibit H prior to the Effective Date and keep such insurance in force, as may be applicable, throughout the Grant period of performance.

B. Fidelity Bond: The Grantee must procure Fidelity Bond coverage in an amount equivalent to the total Grant budget. Pursuant to 2 CFR Part 200, Fidelity Bond coverage is required to protect the District's interest in the dollar amount of the Grant. Should Grantee be unable to procure a Fidelity Bond, Grantee shall submit proof that it has obtained general liability insurance that covers internal employee criminal activity or directors' and officers' liability insurance.

Section XV. Records Retention/Access

A. Records Retention

The Grantee shall retain all records demonstrating compliance with CDBG requirements and that are pertinent to this Grant for no less than five (5) years from Close-out of this Grant Agreement, including any extension thereof made in accordance with Section XVI. [Option to Extend] and including but not limited to Close-Out in IDIS of any HUD requirements. See Exhibit 5.1 in this link: https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-5.pdf

B. Extension of Retention Period

Notwithstanding the foregoing retention requirement in paragraph A above, if any litigation, claim, HUD monitoring or audit is initiated before the expiration of the retention period, records shall be retained for a period of not less than four (4) additional years following completion of the actions and resolution of all proceedings (e.g. litigation, claim, HUD monitoring or audit) involving the records.

C. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility, progress and achievement toward program goals and secure such records in a manner subject to applicable privacy laws. Such data may include, but is not limited to, client name, address, income level, case notes, correspondence and a description of service(s) provided. The Grantee shall use software which is HUD compliant to maintain client records. The Grantee shall transmit client records and files in a manner that is compliant with HUD's Personally Identifiable Information (PII) requirements.

D. Access to Records

All Grantee books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Grant funds shall be made available to the Department, HUD, its designee, representatives of the Inspector General of the District of Columbia or the Office of the DC Auditor at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.

E. National Objectives

The Grantee agrees to maintain documentation that demonstrates that the activities carried out with CDBG funds provided under this Grant meet the CDBG national objective of benefiting low- and moderate-income persons, as defined in 24 CFR part 570.208.

F. Copyright

If this Agreement results in any copyrightable material or inventions, DHCD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Section XVI. Federal and District Public Policy Requirements

Grantee shall fully comply with the following Federal and District policy requirements, as deemed applicable by Grantor:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federal-assisted and federal conducted programs and activities .

C. The requirements of Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

D. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.-) and implementing regulations at 24 CFR I part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

E. The requirements of Executive Order 11246, as amended by Executive Orders 11375. 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

F. The Conflict of Interest provisions of Federal and District laws strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of Federal funds to comply with 2 CFR 200.317 to 200.327 and

any sections of Title of 24 the Code of Federal Regulations concerning CDBG funding which are more restrictive than the Uniform Guidance Code for use of CDBG funds. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within (fifteen) 15 business days of execution of the Grant Agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict-of-Interest declarations to be executed by each employee and board member.

G. The Hatch Act. Chapter 15 of Title V. United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

H. The National Environmental Policy Act or other legislation implemented by 24 CFR part 58.

I. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement as Exhibit F.

J. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991H FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.

2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any grant,

or the entering into any extension. continuation. renewal, amendment of modification of any grant.

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and

c. He or she will include the language of the certification in all sub- grant awards at any tier and require that all recipients of sub-grant awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this Grant imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure, as the applicable grant shall so provide.

K. The Americans with Disabilities Act of 1990 (ADA) - Notwithstanding anything contained herein to the contrary, during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

L. The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are applicable pertaining to economic opportunities for low and very low-income persons. 24 CFR part 135.

M. First Source Program - Contractors and subcontractors of a government-assisted Project totaling $300,000 or more must comply with the District's goals for the recruitment, referral and placement of District residents. See D.C. Law 5-93, as amended, D.C. Official Code§ 2-219.01 et seq.

Section XVII. Close-Out Provisions

Activities and tasks during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor, and determining the custodianship of records (which shall remain the responsibility of the Grantee unless a determination is made otherwise). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over District appropriated funds and the record retention period, whichever is longest. Grantee shall submit the following items within the time frames indicated in this Section after completion of Grant activities or expiration or termination of this Agreement.

1. All activities are eligible, were completed and met a national objective.
2. All grant funds were expended in full, or all remaining funds are to be returned to Grantor.
3. All reporting requirements were completed and submitted (except for the final report that is submitted during the closeout process).
4. Any special conditions were met; and
5. All deficiencies or corrective actions affecting the Grant were resolved.

A. Grant Close-Out Report

The Grantee shall submit to the Grantor a Grantee's Close-Out Report ("Report") within ninety (90) days after expiration of the Grant term, termination of the Grant, or final payment for activities under this Agreement, whichever occurs later. This Report, at a minimum, shall include a narrative of the Grantee's completed tasks based on the activities, performance measures and goals set forth in the Statement of Work. The Report shall be completed using a form provided by the Grantor. The Grantee shall provide any information or data Grantor requests for Close-Out. In the Grantor's sole discretion, the reporting provided during the term of this Agreement may be accepted in lieu of the Grantee's Close-Out Report if those reports contain all information required in this section.

B. Documentation of Expenses

Within ninety (90) days after the expiration of the Grant, the Grantee shall provide to Grantor documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses.

C. Equipment Inventory

The Grantee shall submit to Grantor a list of all furniture, fixtures, equipment and vehicles purchased with Grant funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with 2 CFR Part 200.

D. Audit

The Grantee shall submit an audit or financial statement, as applicable, and as provided in Sections IX and X. of this Agreement.

E. Transfer of Records

Grantee shall, within ninety (90) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

F. Grantee's Obligations

The Grantee's obligations to DHCD remain in effect through the period of record retention as stated in Section XV.

Section XVIII. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion, and if legally permitted, extend the term of the Grant no more than two (2) times for one-year terms, or any fraction of one year, or multiple successive fractions thereof.

B. Grantor will endeavor to provide Grantee a preliminary written notice of its intent to extend at least thirty (30) days before the end of the Grant Term. The preliminary notice does not commit the District to an extension or authorize additional Grant funds to Grantee.

C. Any extension of this Grant is contingent upon the appropriation of funds for the applicable time period. However, the availability of funds shall not obligate the District to extend the Grant.

Section XIX. Total Agreement

The Grant Agreement, including specifically incorporated documents (to include the approved Statement of Work, the Work Plan, the approved Budget and the Grant attachments) constitute

the total and entire agreement between the Parties. Grantee understands and agrees to comply with the incorporated references contained in this Agreement and all applicable District and Federal laws and regulations.

Section XX. Applicable Law.

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia, unless otherwise controlled by federal law. In any proceeding relating to this Grant Agreement, each of Grantor and Grantee, hereby irrevocably submits to the jurisdiction of the Courts of the District of Columbia for the purposes of any suit, action or proceeding arising out of or relating to this Grant or transactions contemplated hereby.

Section XXI. Severability.

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XXII. Amendment.

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Grant activities, or the amounts specified in the Budget without the prior written approval of Grantor. The Grantee may request in writing approval of any proposed change to the Statement of Work or Workplan or the amounts specified in the eligible cost categories of the Budget and shall provide adequate supporting information and a revised budget along with its request. All such requests must be signed and dated.

Section XXIII. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or fully, by the Department.

1. The written or printed materials must include the authorized DHCD logo.

2. Written or printed materials include, but are not limited to, newspaper, radio and television announcements or advertisements, websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.
4. Grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to Grantee.
5. Grantee must provide copies of all marketing materials, brochures, flyers and other materials that publicize grant-funded activities to Grantor via email at dhcd.occo@dc.gov

Grantee shall publicize, as appropriate, to its constituency through social media, print, and online postings, DHCD communications and events that are related to Grant supported activities.

Section XXIV. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code§ 2-531 *et seq*. provides for the disclosure of public information. Specifically, the law provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Official Code § 2-170 l (13) .

This serves as your Notification that information /documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code§ 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXV. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, homeless status, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Sexual harassment is a form of sexual discrimination which is prohibited by the Act and Mayor's Order 2023-131 (Updated District Government Sexual Harassment Policy, Guidance, and Procedures), which is attached hereto as Exhibit I.

The prohibition against workplace sexual harassment extends to third parties doing business with or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies. By executing this Agreement, Grantee affirms that it will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1 I 00 et seq. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated.

Section XXVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addresses:

NOTICE TO GRANTEE:

University Legal Services, Inc.
220 I Street, NE
Washington DC 20002
Attn: Jane Brown (Executive Director)

NOTICE TO GRANTOR:

D.C. Department of Housing and Community Development
Community Services
1909 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
Attn: Director

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTOR SIGNATOR PAGE]

DISTRICT OF COLUMBIA, a municipal Corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Colleen Green
Director

Legal Review:

Julia Wiley
Office of the General Counsel
Department of Housing and Community Development

3/14/25
Date

[Signatures continue on the next page]

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTEE SIGNATURE PAGE]

UNIVERSITY LEGAL SERVICES INC.
a District of Columbia non-profit corporation

Jane Brown
Jane M. Brown , Esq.
Executive Director

3/18/25
Date

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit A Services to be Provided

- Statement of Work
- Section 3.2 Services (from the FY25 RFA)
- Workplan as approved by the Grantor

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education and training services to support DHCD's housing programs and initiatives, and to promote compliance with District housing regulations. All of the services are intended to empower potential homeowners, actual homeowners, and tenants for the purpose of preserving of affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership; (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached workplan and performance measures. Marketing and outreach for the services provided is a activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of these service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling; (b)the Grantee's additional knowledge of the individual and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and it shall be maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow up and conduct a final assessment of the impact of the services provided. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for HPAP/EAHP/NEAHP
A4: Inclusionary Zoning Orientation
A6: Income Certification for PADD Applicants

A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B13: Technical Assistance for Coop and Condo Associations

CATEGORY C: TENANTS AND TENANT GROUPS
C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

SECTION 3: PROGRAMMATIC REQUIREMENTS

3.1 Eligibility for Federal Funding

The services in this RFA will be conducted through grant agreements using Federal funds (Community Development Block Grant (CDBG) and, as available, some District Funds. The Department will provide a full informational briefing to the awarded grantee(s) about the grant funding source's ongoing administrative and programmatic requirements. Whether grants awarded under this RFA are funded locally or with federal funds, all grants will be managed to the higher standards and requirements whether Federal or District.

Federal regulations have established national objectives requiring all CDBG-funded activities beneficiaries to be at least 51% low- and moderate-income persons or households. The national objective is achieved through "limited clientele benefit"—that is, by verifying the incomes of each beneficiary of the services provided. The applicant must demonstrate that it has the capacity and the intention to verify the household incomes of beneficiaries to meet the national objective of providing benefits to 51% of low- and moderate-income persons.

Client income certification is also an important element of ongoing program activity for many DHCD housing programs. (See Section 3) Applicants should review in detail the federal income requirements for programs, activities, and grantee (sub-recipient) eligibility under the Community Development Block Grant program regulations at 24 CFR 570. 200-210,

- https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-570/subpart-C?toc=1

and HUD Housing Counseling Program Regulations: 24 CFR Part 214,

ps://www.ecfr.gov/current/title-24/subtitle-B/chapter-II/subchapter-B/part-214?toc=1

3.2 Housing Services: Description of Housing Programs and Services

Please Note: Specifications and programmatic requirements may change from time to time during the award period at the discretion of the Department.

The following describes seventeen services in the Housing Counseling Program. These constitute the services for which the Department is seeking Applicants to provide services to DC residents. Applicants should select at least one service for which they are applying; however, the Applicant may select more than one. The Department is not obligated by the Applicant's selection to make an award. Applicants are responsible to demonstrate their capacity in their application to provide the services for which they have applied. Capacity includes staffing patterns including qualifications and experience, other funding resources, case management systems and programmatic activities. Historical data can also be considered in demonstration of organizational capacity. Applicants should be aware of Legal Citations noted throughout this section as well as the references to the Code of Federal Regulations (CFR).

Category A: HOMEOWNERSHIP

A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program
A6: Income Certification for the Property Acquisition and Disposition Division (PADD) Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY

B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B12: Legal Services for Seniors and/or Coop & Condo Associations
B13: Technical Assistance for Coop and Condo Associations
B14: Technical Assistance for Owners of Small Rental Properties

CATEGORY C: TENANTS AND TENANT GROUPS

C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

Each particular service has specific requirements described in the following pages. Applicants are expected to utilize this guidance in the performance of these services.

CATEGORY A: HOMEOWNERSHIP

Legal Citations Governing Program Area in Category A

Applicants to provide services in Category 1 should review in detail the following legal citations governing the District's homeownership programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for homeownership pursuant to the relevant citations.

- Home Purchase Assistance Program: DC Code 42-2601 and 14 DCMR, Chapter 25
- Employer-Assisted Housing Program: DC Code 42-2501 and 14 DCMR, Chapter 36
- Inclusionary Zoning: Legislation Pending, Bill 17-586, 17-618, 17-619

A1: HUD Housing Counseling
This activity is open to applicant organizations which are HUD approved employing one or more HUD certified counselor(s). Such counseling is often (but not exclusively) in the pursuit of homeownership or credit repair and improvement or to improve their housing condition.

Grantees of this service should be familiar with 24 CFR 5.100 and with 24 CFR 214.

Housing counseling is independent expert advice provided by a HUD certified housing counselor (24 CFR Part 214) customized to the needs of the client. It is aimed at addressing housing barriers and providing support to the client to achieve their housing goals. This counseling service must include: (1) intake (2) financial and housing affordability analysis (3) an action plan[2] and (4) follow-up counseling to implement the action plan and achieve its stated goals *(24 CFR 5.100).*

The action plan should identify the steps needed for the client to achieve his/her housing goals. These actionable steps include, but are not limited to, review of the client's credit report with explanations of its meaning and items that impact (or may improve) the credit score, creation of a budget and methodologies to track one's income and spending, debt reduction planning, and savings planning. Follow-up should track the client's progress toward the goals of the action plan. Other programs and services including group educational opportunities may complement the one-on-one counseling with a certified counselor. Counselors, therefore, may appropriately make referrals to programs and services as well as to group educational activities that support and implement the goals of the action plan.

Counseling organizations are required to maintain case files including items 1-4 above as stated in 24 CFR 5.100. It is critical that files with records and case notes be kept in such a way that if a client's counselor is no longer available, either temporarily or permanently, another certified counselor in the organization can understand based on the file the client's circumstances, action plan, progress and where the client is in achieving his/her housing goals.

Organizations providing this service should have working experience with credit counseling and repair, with consumer credit bureaus and consumer credit laws. Ideally, they should be familiar with creditor tactics, liens, judgments, repossessions, and other obstacles to credit improvement.

It is critical for the counseling organization to make efforts to keep the client engaged in the counseling process and such attempts and outreach should be documented in the case file.

In accordance with HUD requirements, counseling organizations may close files if a client does not respond to outreach efforts over 60 days. The last outreach attempt should document that the file will be closed as of a specific date if nothing further is heard from the client. If the client should return to client after the 60 days, a new file should be opened.

[2] Except for reverse mortgage counseling.

Post-purchase follow-up

a) Grantees must continue their counseling relationship with customers once they become homeowners. This follow-up should continue for a period of time after purchase to ensure the homeowner's housing stability.
b) Grantees may make use of post-purchase programs using either their own programming or making referrals to other Grantees who provide such programming (*e.g.* B1 General Home Management and B2 Foreclosure Counseling).
c) If problems arise, it will be the grantee's responsibility to address them quickly as time is of the essence, and to address them as efficiently as possible. Where the District's investment is involved, counseling should include ways to protect the DC investment.
d) When working with clients who have an HPAP deferment period ending, Grantees must provide dedicated counseling services to those borrowers. In particular, grantees will be asked to make an updated assessment of each borrower's financial status regarding the appropriateness of continued deferment.
e) Potential delinquency, or foreclosure prevention, counseling will be provided to any borrower who is experiencing difficulty.
f) If problems continue with these loan clients, this counseling will become a home preservation activity.

A2 8-Hour Homebuyer Education Class (HBE)

This activity is open to applicant organizations which are HUD approved counseling organizations employing one or more Hud certified counselors.

The Department seeks HUD Approved organizations to provide the 8-Hour Homebuyer Class. This is in support of the Department's many programs for which the 8-Hour Homebuyer Class is a requirement, and also for other DC residents who seek to take this class in preparation for homeownership and for their knowledge.

Organizations should take as a serious obligation to conduct this class with knowledge staff (HUD certified counselors). The class is conducted in a traditional in-person setting or in a virtual online setting.

Those who successfully attend and complete the class should be provided with a DHCD certification (in the format approved by the Department) indicating their completion of the class and dated appropriately. Monthly attendance and award of certificates should be reported to the Department monthly. The class should be presented frequently enough to meet programmatic needs of DHCD programs. Class dates should be provided to the Department for inclusion on the DHCD calendar. Presentations should be given by staff, not outside speakers. Grantees are welcome to collaborate in the conduct of these classes.

A3: Intake for DC Homebuyer Programs (HPAP/EAHP/NEAHP)

The Home Purchase Assistance Program (HPAP) is the primary DHCD program for first-time homebuyers. HPAP provides interest-free loans that include closing cost assistance to eligible applicants. Under this program, homebuyers may have the opportunity to purchase houses,

condominiums, or cooperative units in the District. DHCD has additional homeownership programs which are associated with HPAP, and which are targeted to specific populations or geographic areas or may meet specific home buyer needs.

The satellite programs are:

(1) The Employee Assisted Housing Program (EAHP) provides assistance to District of Columbia Government employees, who are first-time homebuyers in the District; and

(2) The Negotiated Employee Assistance Home Purchase Program (NEAHP) provides down payment and closing cost assistance to certain District of Columbia Government employees whose position is covered by specific union collective bargaining agreements.

Wherever the acronym "HPAP" is used, the same applies to the EAHP and NEAHP programs.

Prior to HPAP Application

Clients interested in HPAP assistance who have a pre-approval from a lender, should be assisted with making an application to the HPAP as expeditiously as possible. Those without a pre-approval letter from a lender are required to engage in HUD Housing Counseling (see A1 above) in order that they have the benefit of credit counseling and homeownership preparation. The action plan should include the actionable steps needed to ensure success as a homeowner and to achieve a pre-approval letter from a lender. Once a pre-approval letter has been obtained, the client with the Grantee's assistance should proceed to making their application to HPAP.

Application Process

For grantee organizations, this relationship management function includes working with first-time homebuyers throughout the homeownership application, preparation, purchase, and post-purchase process. Counseling will be focused on low- and moderate-income populations.

Once HUD credit counseling is completed the HPAP process includes:

(Optional) Applicant organizations may conduct pre-purchase seminars which include information and requirements of the HPAP programs. A DHCD Certification should be provided to attendees and recorded with DHCD.

Application Intake includes document collection of those documents needed. These should be collected in person or by means of a secure portal. Email is not considered a secure means for transmission of information which could be used for identity theft or other criminal activity. Drop-off at a staff office to an employee is acceptable.

Once the application package is complete, the organization submits to the appropriate HPAP administrator.

Homebuyer Education (8-hour class) (A DHCD Certification should be provided to 8-hour Homebuyer Education attendees and recorded with DHCD.)

Post-Purchase follow-up (Records of those follow-ups should be maintained by the organization. See Post-purchase in Service A1)

Organizations will be responsible for: (1) the application process, which includes delivery of completed applications to the HPAP Administrators; (2) completion of the application form itself and collection of all required supporting documentation, and (3) maintaining performance and reporting data, and databases as needed by the Department.

A4: Inclusionary Zoning Orientations

Introduction to IZ/ADU Programs:

The District's Inclusionary Zoning (IZ) Program requires a certain percentage of units in a new residential development, or a substantial rehabilitation that expands an existing building, be set aside as affordable units. The goals of this program are to increase the supply of affordable housing for low- and moderate-income households, to support the creation of mixed-income communities, to prevent rising home prices from driving out low- and moderate-income residents, and to leverage the expertise and capacity of the private market to develop affordable housing.

Affordable Dwelling Units (ADUs) are defined as for-sale and for-rent homes that are locally restricted for occupancy by households whose income falls within a certain range and are generally offered at a below-market rate. ADUs are generally produced in exchange for zoning relief, tax incentives, public financing, and/or the right to purchase or lease District-owned land. Specific ADU provisions, such as the affordability period, income limits, and resale restrictions, are set out in deeds, covenants, land disposition agreements, ADU administration plans and other originating documents.

ADU provisions have historically varied from project to project, as each is a result of a unique negotiation or project approval. However, ADU restrictions are becoming more standardized and more similar to standard IZ requirements.

Organization roles and responsibilities:
Provide mandatory IZ Orientation. The department's PowerPoint presentation must be utilized. Presentation and answers to participants' questions must conform to agency guidelines.

DHCD seeks organizations which will provide programmatic rental and homeownership counseling services in support of both of the above programs. Information about these

programs is available through DC Housing Search https://www.dchousingsearch.org , counselors will be required to utilize DC Housing Search, and train potential customers in how to search for affordable housing through DC Housing Search.

Grantees will be required to become familiar with the program requirements and procedures, as required by DHCD. In the last few fiscal years, the IZ program has produced approximately 400 new affordable units each year.

Orientation:
In particular, organizations are required to conduct IZ Orientations to help residents to be familiar with all programmatic requirements for the IZ program.

Organizations must conduct and coordinate this mandatory orientation session in a traditional and virtual classroom settings. They must provide interested applicants/residents with the relevant terms of the program, including next steps and other information as required by DHCD.
DHCD currently provides standard slides and certificate templates to use for this orientation and will provide training to grantees.

Completion of this orientation class is mandatory before an individual may register for the IZ program and individuals must renew registration every two (2) years to remain on the IZ registration list.

The class must be conducted at least monthly beginning within 30 days after the grantee's application is approved. Coordination of this class will include publishing upcoming class dates, accepting reservations via phone, email, or other method, allowing walk-ins if space is available, providing attendees with a certificate of completion (in a format approved by DHCD) upon completion of the class and providing at least monthly attendee data to DHCD. It will also include ensuring that attendees receive all required training materials, and shall be presented by grantee staff, not outside speakers.

Grantees must train program participants in the terms and specifics of the IZ and ADU Programs (training guidance will be provided by DHCD) and provide additional pre and post homebuyer education training.

Grantees must also provide data to DHCD on a regular basis as determined and requested by DHCD, including but not limited to the names and contact details for individuals who have received a DHCD certificate and the number of attendees at IZ orientations.

A5: Income Certifications for the IZ/ADU Units Programs

The agency seeks two organizations to provide income certifications for participants in the Inclusionary Zoning and Affordable Dwelling Units programs. Income certifications are expected to be conducted under a uniform process prescribed by DHCD and following HUD Part 5. DHCD has established requirements for approving Certifying Entities, including

specific IZ and ADU training.

Grantees are expected to become Certifying Entities pursuant to DHCD requirements. Grantee organizations will be required to ensure that program participants understand that income and occupancy restrictions apply to their IZ units and ADUs. Grantees will also be expected to complete income certifications for newly selected households and for renewing tenants. Grantees will be working closely with individuals, property management/leasing staff, sales agents and DHCD. DHCD will provide the necessary forms and procedures, but Grantees will collect the necessary paperwork from individuals and complete the income and household size verification process. Upon successful certifications, Grantees will notify DHCD and the sales/leasing staff.

Such restrictions may include but would not be limited to: (1) the specific affordability period, (2) conditions for, or prohibitions against, subleasing, and (3) resale restrictions. Ongoing outreach and assistance to occupants of IZ units and ADU is required in the areas of programmatic requirements and homeownership counseling.

A6: Income Certification for PADD Applicants

The Property Acquisition and Disposition Division (PADD) encourages vacant and/or abandoned property owners to rehabilitate and/or occupy their properties. PADD acquires vacant, abandoned, and deteriorated properties through negotiated friendly sale, eminent domain, donation, or tax sale foreclosure, when owners are unwilling or unable to maintain their properties. PADD also disposes of properties in inventory by selling them to individuals or developers to be rehabilitated into high-quality affordable and market-rate single-family and/ or multi-family for-sale or rental housing in District neighborhoods.

For DHCD, the activities of this Division create affordable homeownership and rental opportunities for low- and moderate-income households. Grantees must counsel these households as they qualify for and occupy these new homeownership and rental units. DHCD seeks one or more organizations which will provide counseling or training services for affordable units made available through PADD.

Because PADD units are not produced through a traditional homebuyer program, an intensive marketing and outreach effort to our target population will be required of grantees. Counseling services will also involve conducting income certifications and re-certifications for purposes of admission and continuing participation in this program. Income certifications are expected to be conducted under a uniform process prescribed by the Department. For PADD, grantees must ensure that program participants understand that income, or occupancy, restrictions apply to their unit. Such restrictions may include but would not be limited to: (1) the specific affordability period; (2) conditions for, or prohibitions against, subleasing; (3) potential rent increases; and (4) resale restrictions. The specific unit covenant

terms will be communicated to stakeholders by the Department, but grantees must facilitate communication with stakeholders.

A7: Public Services: General Coaching and Information

Public Services may be undertaken by Applicants which have not yet obtained HUD Approval and may not employ a HUD certified housing counselors. (HUD Approved organizations who are applying for A1 or A2 do not need to apply for this service, since they are able to provide these Public Service activities in connection with their other lines of services.

These activities are frequent but not exclusively in a group setting. These may be virtual or in-person, as long as an in-person option is provided. Grantees may utilize Homebuyer Clubs as an effective tool for keeping clients engaged in homebuyer preparation when a long-term period is needed for better positioning to be a first-time buyer.

They may include group trainings on understanding credit and credit reports and involve savings programs.

Public service staff are required to train clients to utilize available tools, such as DC Housing Search https://www.dchousingsearch.org to locate affordable housing for sale and for rent.

CATEGORY B: COUNSELING AND TRAINING FOR HOME PRESERVATION

B8: General Home Management (Post-Purchase Non-Delinquent)

Post-purchase counseling is essential for Homeowners who have purchased their homes, are not delinquent in their mortgage payments and would like to remain successful by creating a realistic financial plan to avoid financial pitfalls and protect and retain their homeownership. Post-purchase counseling is essential to understand local post-purchase behavior, especially low-moderate income homeowners, that can be supported by education and supportive programs to ensure recent homeowners understand what to do in the event of hardships. Organizations that provide post-purchase counseling sessions and education workshops will ensure their topics consist of the following:

1. Prepare a maintenance plan for major household systems and repair strategies.
2. Emergency preparedness plan to assist client in case of disaster.
3. Understand consequences of not paying taxes, HOA payments or community assessments.
4. Explain the benefits of establishing an emergency fund and retirement or tax-incentivized accounts.
5. Provide knowledge of home improvement financing options like HELOCs and give counsel on how to apply for additional financing to renovate property.

6. Access the client's understanding of the process of refinancing the home and incurring more debt.

This counseling activity may include, but not be limited to, appliance warranty disputes, contractor disputes, disputes with mortgagors, will and estate issues, including transfer-on-death deeds, etc. In this service, grantees must serve as advisor-educators and are prohibited from giving legal advice. Grantee activities should focus on low—and moderate-income populations.

B9: Foreclosure Counseling

Homeowners who are delinquent in loan payments (as well as those in danger of delinquency) need to know what options are available to them. Similarly, those in foreclosure need to know their options and resources that may assist them, especially if available legal services are available.

Organizations are required to provide foreclosure prevention counseling that helps homeowners at risk understand the foreclosure process in Washington, DC, determine their legal rights and identify options to avoid foreclosure.
Organizations will assist struggling homeowners with loss mitigation, communicate with mortgage servicers and provide services such as the following:

1. Provide advice and coaching to assist clients with creating a budget based on financial goals. Assess the current financial situation and develop short and long-term strategies to reduce expenses and debt to achieve client goals.
2. Explain loss mitigation. Explain the requirements of a loss mitigation package and evaluate the client's loss mitigation options for FHA and non-FHA loans.
3. Provide examples of mortgage default scams and ways to avoid being a victim.
4. Explain the consequences and costs associated with a foreclosure, short sale, or deed-in-lieu.
5. Explain the foreclosure timeline and devise a plan if the client is unable to stay in the home and assist the client in mortgage default recovery. Demonstrate the impact of a mortgage default.
6. Work with displaced residents seeking referrals for housing.

Grantees work with homeowners who are delinquent in their mortgage payments, or who are in foreclosure, or in post-foreclosure. These counseling services are also offered to owners of multi-family properties, and ownership associations. This counseling serves as a central element of DHCD's overall foreclosure prevention strategy.

It is critical to address the District's foreclosure crisis. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Grantees also work with the Department of Insurance Securities and Banking (DISB) to protect clients against scam operations that prey upon residents who are subject to foreclosure. Grantee organizations extract data for outreach and targeting efforts from the Office of the Recorder of Deeds, which provides a listing of all official foreclosures in the

District on a weekly basis. DHCD seeks one or more organizations that will provide foreclosure counseling services which include, but may not be limited to, all of the above-described foreclosure prevention activities.

For grantees, this counseling function means working with troubled homeowners, utilizing all foreclosure prevention or mitigation tools available, and if necessary, working with customers throughout their foreclosure or post-foreclosure process. Grantees must provide full assistance and advice to troubled homeowners. Grantees will be responsible for: (1) assessing the homeowner's circumstances, (2) educating the homeowner about the full implications of mortgage delinquency and foreclosure (3) exploring and providing options of action for the homeowner (4) providing tools or alternative support that may further assist the homeowner (5) developing and executing a best action plan for either saving the home or undertaking the best course for the homeowner, and (6) tracking the results of their counseling efforts. In addition, grantees will provide ongoing performance and reporting data and databases maintained.

Post-Foreclosure Counseling: It is critical that grantees continue their counseling relationship with customers, even if the home cannot be saved. Grantees must follow up with troubled homeowners for a period of time after any action plan has been executed. If the home has not been saved, counseling should be made available, and if necessary, referral to other needed services. If the home has been saved, counseling follow-up is also necessary to ensure that the ongoing action plan is being properly implemented. If more problems arise, it will be the grantee's responsibility to address them as quickly and as efficiently as possible.

With the passage of the Saving DC Homes from Foreclosure Emergency Amendment Act of 2010, troubled or delinquent District homeowners have the right to engage in mediation prior to foreclosure. As a result, DHCD requires grantees to provide counseling related to this mediation process.

Grantees must be familiar with the Law, its regulations, and the mediation process which has been implemented by the Mediation Administrator at the DC Department of Insurance, Securities, and Banking. Grantees must educate troubled homeowners in the decision factors related to mediation election, and, if necessary, prepare them for mediation. In some cases, counselors may be asked to accompany, or represent, troubled homeowners in the mediation process. Grantees must ensure that all customers who elect mediation complete and submit proper documentation in a timely manner. Grantees must ensure that the best interests of troubled borrowers are protected throughout the mediation process. Finally, DHCD expects grantees to follow-up after the mediation process is complete to ensure that any final mediation agreement is properly implemented.

B10: Eviction Counseling

Applicants who have HUD certified counselors or NeighborWorks America foreclosure certified counselors may offer this service. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Training should also include knowledge of laws and legal procedures governing eviction.

Eviction has long created housing instability for renters, and especially among low- and moderate-income households. For those at the lower end of the economic scale, eviction has caused not only housing instability but also employment insecurity and homelessness. Studies have shown that lack of access to legal representation has resulted in markedly different and detrimental outcomes as compared to renters who have legal representation. After legal representation, the next most effective range of services includes alternative dispute resolution (or mediation), knowledge and guidance in court navigation, and effective management of legal and tenant-landlord documents. In addition to housing instability, eviction also has credit impact for the tenant.

It is critical to provide those in danger of eviction with counseling to make informed decisions. This includes access whenever possible access to legal services. Also, appropriate training includes information about tenants' rights and obligations, the credit impact of eviction, use of payment plan agreements, understanding of court processes and procedures, and access to alternatives to court procedures. When tenancy is lost, counseling for housing alternatives is needed and a path forward to credit repair.

B11: Single-Family Residential Rehabilitation Program

The Single-Family Residential Rehabilitation Program (SFRRP) administers grants to District homeowners for roof repairs and for modifications to eliminate barriers to accessibility for persons with mobility or other physical impairments. Projects approved for SFRRP require a covenant on the property to protect the District's funding of the project.
DHCD seeks one or more organizations which will provide application intake services to SFRRP applicants throughout the grant process.

> **Mandatory Counselor Intake Training:** Grantees for this line of service are required to attend training with the SFRRP team in September to be introduced to updated aspects of the SFRRP for FY25. It is critical that the grantee have a solid understanding of the updated program and the requirements for applications. Therefore, the September training is mandatory for SFRRP intake counselors.
>
> **Application Period:** Applications for SFRRP will only be taken between October 1, 2024, and December 31, 2024. To be considered applications during this period must be complete. Lack of required documentation or information will not "hold a place" in the program if not provided before the December 31, 2024. The Department at its sole discretion reserves the right to close the program prior to the deadline if funding is depleted or no longer available.

Information Session for Applicants: The Department will provide Grantees with a PowerPoint presentation outlining the program and its requirements. Intake counselors are required to use this presentation with all potential applicants either in a group sessions (such as an Orientation) or in a one-on-one session with the potential applicant.

Grantee's and Counselor's Responsibilities: (1) use the Department PowerPoint presentation to present the program to potential applicants, answering questions from residents interested in the program; (2) complete the application document and collection of **all required** supporting documentation *(incomplete applications will not be accepted)*; (3) post-application and post-grant support; and (4) providing performance and reporting data as required.

45 Day Period: It is critical that no application be uploaded in the SFRRP portal unless it is complete with all required documents and intake form completed. If an incomplete application is uploaded in the portal, the SFRRP staff will notify the counselor and the applicant that the application cannot be accepted. The notification state that what is complete and state the **applicant has 45 days** to provide the requested information including documents. After 45 days if the application remains incomplete, the application will be closed as incomplete for funding.

Application Portal: Counselors will need to provide their name and contact information (e.g. email) when uploading in case SFRRP program staff need to follow up.

Legal Citations Governing Program Area for Category B:

Applicants to provide any service in Category B should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

- Lead Safe Washington 24 CFR, Part 35, 24 CFR, Part 85.37, Section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992
- Single Family Rehabilitation 14 DCMR, Chapter 28 First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
- Saving DC Homes from Foreclosure Emergency Amendment Act of 2010 (DC Act 18-635; 57 DCR 12404)

B12: Legal Services for Homeowners and/or Coop & Condo Associations

The Department seeks organizations to provide legal services to provide one or both of the services noted below. Grantees will conduct outreach to low- and moderate-income populations in need of these services.

- Legal Services to Seniors
  Seniors who are homeowners can be assisted by the Applicant to have legal services to assist Seniors to avoid housing instability or the loss of ownership of their home. In addition to their own attorney staff, Applicants may seek *pro bono* services from other members of the Bar.

- Legal Services to Coop-Condo Associations
  Legal services may be provided to Cooperatives and/or Condominiums ("Associations") to ensure housing stability. If Associations have problems in areas of legal entity status, required legal or financial filings, compliance issues, risk management concerns, board and member training, best legal practices, and collection of association fees (to name of few), such issues may threaten the member's housing stability, and the owners' (or members') investment in their properties. Selected applicants will provide legal services to Associations in low- and moderate-income census blocks to mitigate these concerns, to preserve housing stability of owners and to ensure well-functioning Associations and Boards.

B13: Technical Assistance for Coop and Condo Associations

The Department seeks one or more organizations to provide technical assistance to Associations. The situation many Associations may face is a need for training in best practices of Association management. Training in best practices and frequently encountered problem situations may be offered by the grantee not only to the Association Board but also to the owners in the Association. Association boards and their member owners frequently face issues of association fees not being paid, lack of income to fund reserves, special projects that would require a special assessment, and decisions of taking court action or being the defendant in a court action. These are just a few of the legal issues which may arise for the Association, in addition to the more routine matters of by-laws and required legal documents for the operation of the Association.

B14: Technical Assistance for Landlords of Small Rental Properties

Landlords of small rental properties face enormous challenges. They frequently lack the staff and the resources of large multi-family properties to deal with the many details of operations and asset management. Small unit properties cannot readily absorb mistakes or challenges.

In a ten-unit property, one vacancy is a 10% vacancy rate, while one unit in a 100-unit property is 1% vacancy rate. Yet, small unit properties are often the affordable renter properties. To preserve this housing stock as an affordable option, DHCD seeks grantees to provide Technical Support to Owners of Small Unit Properties (of 30 units or less).

Services can be provided through group training as well as through one-on-one counseling. Like many small business owners, owners can often benefit from a better understanding of accounting practices and financial statements (balance sheet, income statement, cash flow report). Knowledge of financing options is another common to many business owners. Topics such as these are particularly suitable to the needs of owners.

1. **Property Management Software**: Landlords often need help selecting and implementing property management software to track rent payments, maintenance requests, tenant information, and other critical operational data.

2. **Legal Compliance**: Guidance on navigating complex local, state, and federal housing laws and regulations related to fair housing, security deposits, evictions, and other landlord-tenant issues.

3. **Financial Management**: Guidance with accounting, tax preparation, and financial planning specific to rental property ownership and operations.

4. **Maintenance and Repairs**: Access to vetted contractors, tradespeople, and service providers to handle property maintenance, repairs, and upgrades in a timely and cost-effective manner.

5. **Tenant Screening and Selection**: Guidance and best practices with tenant screening processes, background checks, and selecting responsible renters to minimize vacancies and evictions.

6. **Marketing and Leasing**: Help with listing vacant units, advertising, showing properties, and executing leases to keep units occupied.

7. **Emergency Response**: Guidance on developing emergency plans and protocols to address unexpected events like natural disasters, property damage, or tenant issues.

8. **Asset Management Issues**: The ratios and metrics of asset management for multi-family properties provide a helpful guide to best practices. For example: Many landlords are unaware of the effect that certain metrics have in their properties. Slow "Make-Ready" times, refers to the length of time it takes to prepare an apartment to be shown to prospective tenants. Similarly, "turn time" refers to the times it takes to find a renter and receive the first month's rent. Slow turn times are also a drain on resources. When there are slow "make ready" and slow "turn times" the combined effect can be detrimental for the property's future. High turn-over rates among renters is another draw on the income. Other issues and topics include: What to do when you have a tenant who is not paying rent? What are the alternatives to eviction? How do the Court work? Are there pre-eviction resources? What legal services are available to the owner?

CATEGORY C: TENANTS AND TENANT GROUPS: SERVICES RELATIVE TO Tenants Opportunity to Purchase Act, Rental Conversion and Sale Division, and Rental Accommodations Division

The DC Tenants Opportunity to Purchase Act (TOPA) seeks to protect tenants and tenant groups from displacement due to sale of the property. The law allows tenants to purchase their apartment building. Tenants have the choice of maintaining the apartments for rent or converting to cooperatives or condominiums. DHCD seeks to preserve affordable housing in the District and limit displacement of low- and moderate-income households. For groups that choose coop or condo conversion, this provides a path to homeownership.

DHCD provides both financial assistance and technical assistance, as well as specialized organizational and development services, for tenant groups who are pursuing the purchase of their apartment buildings. Through DHCD's Development Finance Division, organized tenant associations may be provided with seed money, earnest money deposits, and acquisition and/or rehabilitation assistance. After acquisition and rehabilitation, DHCD also provides ongoing Board training and property management support to the newly formed cooperative or condominium Boards.

C15: TOPA: Pre-purchase Training

DHCD seeks one or more organizations which will provide pre-acquisition organizational and developmental counseling and training to tenant groups or tenant associations in support of their intent to purchase their building. These tenant groups must be preliminarily qualified as eligible for DHCD's Tenant Purchase Technical Assistance program. Grantees must provide the following services to tenant groups:

a) establishment of a tenant association.
b) selection and appropriate training of Board members.
c) training of captains (court, building and floor).
d) training in roles and functions of committee members; (5) training tenant groups in detail about the building purchase process.
e) training tenant associations in property management techniques.
f) provide training to the tenant association on each type of ownership; and conducting surveys of tenant associations to determine the appropriate form of ownership for their building (cooperative or condominium).

It is critical that Grantees in this service maintain an outreach to educate and inform low- and moderate-income tenants about their rights and opportunities provided by TOPA. Grantees are encouraged to make this a central aspects of their marketing plan, and to create

opportunities as well as avail themselves of opportunities to participate in educational outlets to reach tenants. Collaboration with other Grantees in this or similar service lines is encouraged. Grantees should participate in DHCD when and as those opportunities for outreach are available.

While training the tenant association, the grantee must be able to prepare and submit appropriate documentation required in the purchase process, including but not limited to tenant profiles and feasibility analyses, response to Notice of Sale of Building, preliminary development, acquisition, and rehabilitation plans, and operational plans.

The grantees must have skill and experience in negotiating the lease or purchase of the building. In addition, grantees must assist tenant groups in procurement related to the development, purchase, and rehabilitation process, including but not limited to attorneys, architects, engineers, financial and developmental consultants, private developers, appraisers, and property managers.

C16: TOPA: Post-Purchase Training

DHCD seeks one or more organizations which will provide ongoing post-acquisition counseling services which include property management and Board training for properties which have been purchased and/or rehabilitated with financial assistance from the DHCD Development Finance Division's First Right Purchase program. Generally, these are multi-family properties that have been purchased through limited equity cooperative agreements or condominium purchases. Therefore, non-profit Board training and development skill and/or experience, as well as multi-family property management skills are critical to providing effective counseling services. Services to be provided under this activity may include, but are not limited to:

a) establishing standards of evaluation for each participant's financial status and leadership capacity.
b) conducting annual management reviews of all Boards, oversee election and
c) training of new Board members.
d) assisting in the establishment of appropriate arrangements with required service providers such as exterminators, garbage collectors, landscapers, etc.
e) assisting in capital management planning and a stabilization plan for rehabilitation and/or refinancing.
f) tracking property vacancies and reviewing new applications for membership.
g) establishing and reviewing membership guidelines.
h) technical assistance in accounting, budgeting, and the preparation of financial statements for long-term financial viability.
i) providing Board of Directors with training as appropriate; and

j) other required management and support duties. Grantees will assist the condominium or cooperative in developing a budget for the overall management and carrying costs of the property.

Grantees will assist the Board and membership in all aspects of management, such as completion of the audit, Fair Housing issues, required individual, property, and Board insurance, taxes, the role of Board officers, evaluation of monthly financial performance, training on lender compliance, i.e. loan payments, income requirements. DHCD will likely negotiate assignment of specific properties to grantees for this service.

Legal Citations Governing Program Area in Category C:

Applicants to provide any service in Category C should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
Tenant Purchase Technical Assistance Program DC Code 42-3404.02
Rental Housing Conversion and Sale Act of 1980, as amended (DC Code 42-3401.01 et. seq.) (Also known as the Tenant Opportunity to Purchase Act or "TOPA")

C17: Services for Tenants and Tenant Organizations
(in partnership with Housing Regulation Administration, Rental Accommodation Division, Rental Conversion and Sale Division).

Activities under this service will supplement and enhance the services provided by DHCD's Housing Regulation Administration (HRA), which includes the Rental Accommodations Division (RAD) and the Rental Conversion and Sale Division (CASD).

RAD administers the Rental Housing Act of 1985 (D.C. Official Code § 42-3501.01 et seq.) which regulates residential rental housing registration and the rent stabilization program (commonly known as rent control). RAD oversees rent adjustment procedures, processes notices to vacate, reviews tenant petitions prior to adjudication by the Office of Administrative Hearings and adjudicates most types of landlord petitions. RAD also proposes rules and regulations for administration of the Rental Housing Act for review and publication by the Rental Housing Commission.

CASD administers the Rental Housing Conversion and Sale Act of 1980 (D.C. Official Code § 42- 3401.01 et seq.) which regulates the sale or transfer of ownership interests under the

Tenant Opportunity to Purchase Act of 1980 (TOPA) (D.C. Official Code § 42-3401.01 et seq.), the conversion of use of rental housing to condominium or cooperative ownership and residential condominium formation and registration under the Condominium Act of 1976 (D.C. Official Code § 42-1901.01 et seq.). Further, CASD administers a Housing Assistance Payment program (HAP), under which tenants may be eligible for rent assistance if they are displaced due to the conversion of use of their apartment building to condominium or cooperative ownership.

CASD also proposes rules and regulations for administration of the Rental Housing Conversion and Sale Act of 1980.

DHCD seeks one or more organizations which will support RAD and CASD operations by providing counseling and tenant education services to tenants and tenant groups. Grantees must provide counseling and training assistance to tenants and tenant organizations regarding the District's rental housing laws and tenant and landlord rights and responsibilities.

For CASD, grantee organizations must provide counseling and training concerning: (1) tenants' TOPA rights when a landlord intends to sell, demolish, or discontinue rental housing use; (2) transfers of rental housing ownership or economic interests; (3) assisting tenants or tenant organizations in exercising their right to purchase; (4) informing tenants or tenant organizations relating to partner-investors and assigning TOPA rights; (5) conversion of use from rental housing to condominium or cooperative ownership by tenant elections, or conversion in lieu of tenant elections; (6) the Housing Assistance Payment program and relocation assistance; (7) tenant organization formation, incorporation, and registration; (8) protections for elderly or disabled tenants; (9) coercive or retaliatory activities; (10) tenant rights when rental housing is in foreclosure; (11) notices of intent to convert use from rental housing to condominium or cooperative ownership; and (12) relocation counseling for displaced tenants.

For RAD, service providers must demonstrate the ability to counsel and train tenants and tenant organizations on rent control provisions including properties that are regulated by or exempted/excluded from rent stabilization under the Rental Housing Act:

1) petition- based and annual rent increases.
2) executing and filing tenant petitions.
3) responding to landlord petitions.
4) protections for elderly and disabled tenants.
5) RAD's conciliation services.
6) notices to vacate and eviction procedures.
7) disclosures to tenants.
8) changes and decreases in services and facilities.

9) learning about and securing enforcement of housing condition regulations.
10) security deposits.
11) understanding lease provisions.
12) rent increases if a property is not under rent control.
13) appealing decisions of the Rent Administrator or the Office of Administrative Hearings; and
14) relocation counseling for displaced tenants. Note: Advocacy on behalf of tenant groups, or tenant rights assignees– including, but not limited to, legal advice or advocacy on tenants or tenant organizations' behalf in negotiations with a property owner–is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators, and not as advocacy groups. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns, or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a grantee is to ensure that tenants understand all available options.

Direct Counseling to Tenants and Tenant Groups: tenant counseling services will be designed to educate tenants in privately-owned properties about their legal rights and opportunities. This service is to be provided to tenants and tenant groups which are not subject to foreclosure and have not selected to exercise their Opportunity to Purchase Rights and/or Right of First Refusal under TOPA. It also includes providing other services and tenant education, which may not fall into the categories of services outlined above, such as eviction counseling, relocation counseling, apartment search, or apartment management.

DHCD seeks one or more organizations with the capacity to bring a range of resources to prevent involuntary displacement and to provide opportunities for continued affordable rental housing. Grantees must provide counseling services to tenants and tenant groups which include, but are not limited to: (1) outreach to tenant groups upon notice of one-year potential for subsidy expiration; (2) technical assistance in negotiations between owners and HUD relative to the renewal of federal subsidy contracts; (3) counseling for tenants in buildings where the subsidy will be lost and the tenant(s) must move; (4) counseling for tenants who are behind in their rent on best-action options; and (5) appropriately referring tenants who are in landlord/tenant disputes to all available resources. Grantees must also conduct research using the many databases and research tools available to identify properties that have a critical need for counseling assistance, including but not limited to DCHousingsearch.org. Note: Advocacy on behalf of tenant groups or tenants' rights assignee –including, but not limited to, legal advice or advocacy on tenants or tenant organizations behalf in negotiations

with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators and not as tenant advocates. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a prospective grantee is to ensure that tenants understand all available options.

Additional Legal Citations Governing Programs in Category C.

Applicants to provide any service in this Category and should review in detail the legal citations governing DHCD's rental accommodation functions:
(1) the Rental Housing Act of 1985, D.C. Official Code § 42-3501 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapters 38-44.
(2) the Rental Housing Conversion and Sale Act of 1980, D.C. Official Code § 42-3401 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapter 47.
(3) the Condominium Act of 1976, D.C.

Official Code § 42-1901 et seq.; (4) D.C. Official Code § 42-1901 et seq.; (5) the First Right to Purchase Program, title 14 of the District of Columbia Municipal Regulation, chapter 2700; and (6) Housing Conditions, Title 14 of the District of Columbia Municipal Regulations, Chapters 1-15. Submission of an application relevant to these services presumes that the applicant intends to meet all requirements to provide counseling to tenants and tenant groups pursuant to these above referenced citations.

3.3 Geographic Distribution of Services

The Department's decision to select one or more grantees to provide services will be influenced by the potential geographical distribution of service among the qualified applications received. Applicants can designate their proposed service areas in the District based on their by-laws, Board policies, etc. However, the Department reserves the right to designate any service areas it deems appropriate or necessary in making awards and negotiating grant terms. In reviewing the applicant pool, the Department's priority will be to ensure that excellent affordable housing counseling and training services are provided to all low- and moderate-income citizens of the District of Columbia. The Department will seek to bring parity in the quality of all housing services provided for all areas of the District through the award and ongoing management of these grants.

3.4 Marketing and Outreach

Marketing Plan to be submitted: Marketing and outreach are critical aspects of the grant's work. Grantees' efforts ensure these programs and services' success and desired impact. No Grantee or service is exempt from this requirement. Applicants must submit a detailed marketing and outreach plan for the services they are applying for. The plan should be detailed and not assume an understanding that has not been stated. Marketing should be included in the proposed budget and work plan.

DHCD will review and approve the marketing plan. In accordance with agency policy, marketing activities should highlight partnerships with and funding by DHCD.

Aspects of Marketing and Outreach to be considered:

- Continuous and consistent marketing and outreach are essential to achieving these services' objectives and maximizing public awareness of DHCD housing programs.
- Because of DHCD's diverse target population, grantees must utilize various marketing tools.
- Grantees are responsible for distributing DHCD program materials at community forums, public events, homeownership meetings, and fairs. Marketing and outreach may include but are not limited to, websites, email blasts, blogs, listservs, Twitter, Facebook, YouTube, Hope Hotline, flyers, door-to-door visits, community meetings, use of cable television (Channel 16), and public service announcements.

Coordinated with the Department: The grantee's marketing and outreach must be coordinated with DHCD. Grantees are expected to continually assess the success and impact of their marketing efforts to identify the most effective and efficient ways of reaching low– and moderate-income populations.

Participation in Department Marketing Activities: As required by DHCD, Grantees must participate in public activities and events related to housing opportunities. These may include but are not limited to tabling at events, participating in panel discussions, and providing speakers to groups, agencies, or organizations that request them.

DHCD Acknowledgement: Grantees must always acknowledge such housing assistance activities as Department of Housing and Community Development programs in any distributed print or electronic materials. DHCD must approve all such materials before distribution.

Use of DHCD Logo: All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or entirely, by the Department.

1. The written or printed materials must include the authorized DHCD logo.
2. Written or printed materials include, but are not limited to, newspaper, radio, and television announcements or advertisements. Websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.

4. The grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to the Grantee.
5. The grantee must provide copies of all marketing materials, brochures, flyers, and other materials that publicize grant-funded activities to the Grantor via email at dhcd.occo@dc.gov
6. The grantee shall publicize as appropriate to its constituency through social media, print, and online postings, DHCD communications, and events related to Grant-supported activities.

Diversity and Language Access in Marketing: Grantees must demonstrate the capability to effectively serve and communicate with the District's various non-English speaking and special needs populations. This means that marketing and outreach materials must be made available in multiple languages and media based on the needs of those populations. The grantee must demonstrate its intent and capability to comply with the District's Language Access Law. In addition, grantees must demonstrate the availability of appropriate staffing to ensure compliance with the District's Language Access Law.

3.5 Focus Areas and Neighborhood Revitalization Strategy Areas (NRSA)

DHCD has identified specific areas of the District as "Focus Areas." These Areas represent areas where the District has invested in funding to create and preserve affordable housing. Focus Areas follow main routes through the District and their associated neighborhoods. In many cases, business owners are centered on these major routes, while resident services will be seen as more appropriate for those in the communities. Applicants must ensure services are delivered to low- and moderate-income households or areas as part of their program (Housing Services, Small Business Technical Assistance, Façade Improvement). This is a CDBG requirement.

- For Housing Counseling applicants, these Focus Areas should be used to plan outreach activities to inform residents of their services.
- For SBTA and Façade grantees, the Focus Areas define the geographical areas of the District in which they will provide services. In this latter case, the Focus Areas define not only their outreach area but also their service area.

NRSAs Targeting East of the River

The Department obtained the HUD designation for the Neighborhood Revitalization Strategy Area (NRSA) for the Focus Areas in Wards 7 and 8. DHCD has designated areas of Historic Anacostia in the city's Southeast and Far Northeast communities as Neighborhood Revitalization Strategy Areas (NRSAs). This designation will allow the city to target Community Development Block Grant (CDBG) funding that supports economic and community revitalization efforts. These include Martin Luther King Jr Avenue, Marion Barry Avenue, Minnesota Avenue, and Benning Road. However, all areas of Ward 7 and Ward 8 remain the focus of the grantee's work and outreach.

For communities outside of the NRSA areas, DHCD has designated Focus Areas throughout the District. Applicants are encouraged to partner with other community-based organizations. This collaboration can include cross-disciplinary collaboration. For example, a Façade grantee may partner with an SBTA grantee to provide business owners various services encompassing both disciplines. Housing service grantees may partner to promote or provide services one grantee offers, but another may not. The key to collaboration is an outlook of being partners, not competitors.

The following is a list of the Focus Areas and some of their associated neighborhoods. The outreach plans can include other nearby neighborhoods, mindful of the low-income requirements. Each applicant is asked to select one or more Focus Areas for their application. Please note that this is a minimum, and applicants may choose more than three. Applicants will be asked to provide reporting on outreach activities.

The following is a list of the Focus Areas outreach plans, mindful of the low and income requirements.

Focus Areas/Neighborhoods

- **16th St NW Corridor** near the intersection with Havard St NW (Columbia Heights) in Ward 1
- **Georgia Ave and New Hampshire Ave NW Corridor** (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- **Rhode Island Ave and South Dakota Ave NE Corridor** (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 4 and Ward 5
- **M Street and South Capitol Streets SW Corridor** (Greenleaf and Waterfront) in Ward 6
- **Benning Road and Florida Ave NE Corridor** (NoMa/Ivy City/Trinidad) in Ward 5 and Ward 6
- **Minnesota Ave and Benning Rd NE Corridor** (Benning, Greenway) in Ward 7
- **Pennsylvania Ave and Minnesota Aves SE Corridor** (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- **East Capitol and Benning Rd Corridor** (Capitol View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- **Marion Barry Ave and Martin Luther King Aves SE Corridor** (Historic Anacostia, Fairlawn, Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- **Marion Barry Ave and Alabama Aves Corridor** (Skyland, Woodland, Garfield Heights) in Ward 8
- **Martin Luther King Ave and Alabama Ave Corridor** (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- **South Capital St and Chesapeake St SE Corridor** (Bellevue, Washington Highlands) in Ward 8

FY25 Housing Counseling Services Workplan

Organization Name:	University
Grant Number:	2025-12

Performance Period: 2/1/2025 to 09/30/2025

RFA Service #	Service Area	ected Num	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	NRSA Ward 7 & 8 All Services	Total
A1	HUD Housing Counseling	66	Number of First Time Homebuyers Purchasing Homes	Public Service or NRSA	$32,621.74	$97,865.21	$231,976.80	$362,463.75
A1		132	Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		363	Number of 1:1 Counseling Sessions (Budget & Credit)					
A1		264	Number of unduplicated households					
A1		4620	Number of 1:1 Homebuyer Counseling Sessions					
A1		1133	Number of unduplicated households					
A2	8-Hour Homebuyer Class	20	Number of 8-hour Homebuyer Educations Classes	Public Service or NRSA	$5,685.42	$17,056.26	$40,429.67	$63,171.35
A2		132	Number of Attendees of 8-hour Homebuyer Classes					
A2		93	Number of DHCD Certificates issued					
A3	HPAP (EAHP/NEAHP)	26	Number of HPAP Pre Purchase Orientations conducted	Non-Public Service or NRSA	$19,666.20	$58,998.60	$139,848.55	$218,513.35
A3	(NPS ONLY)	106	Number of Attendees at HPAP Orientations					
A3		132	Number of Files submitted to HPAP Administrators					
A3		3960	Number of 1:1 HPAP Counseling Sessions					
A3		1320	Number of unduplicated households					
A4	IZ/ADU Orientations	26	Number of IZ Orientations Conducted	Public Service or NRSA	$2,796.14	$8,388.41	$19,883.63	$31,068.18
A4		330	Number of Attendees at IZ Orientations					
A4		264	Number of DHCD Certificates issued					
A5	IZ/ADU Income Certifications	165	Number of IZ/ADU Income Cetifications completed	Public Service or NRSA	$932.03	$2,796.09	$6,627.77	$10,355.89
A6	PADD	3	Number of PADD group training/coaching	Public Service or NRSA	$932.04	$2,796.09	$6,627.77	$10,355.90
A6		26	Number of Attendees at PADD group training					
A6		33	Number of 1:1 PADD sessions (if applicable)					
A6		26	Number of unduplicated households receiving 1:1 PADD sessions					
A6		26	Number of PADD Income Certifications					
A7	General Housing Services & Information (Group Training)	99	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
A7		1320	Number of Attendees at Financial Literacy Trainings					
A7			Number of Homebuyer Clubs Meetings					
A7			Total of Attendees at Homebuer Club Meetings					
A7			Number of group trainings or workshops not reported in other categories					
A7			Number of Attendes at group trainings or workshops not reported in other categories					
B10	Eviction Counseling	3	Number of Eviction workshops	Public Service or NRSA	$1,848.07	$5,544.20	$13,141.82	$20,534.09
B10		17	Number of Attendees at Eviction workshops					
B10		7	1:1 Eviction Counseling					
B10		7	Unduplciated households 1:1 Eviction Counseling					
B10			Number referred to Attorney(s) for Legal Services					
B10			Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)					
B10			Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)					
B10		7	Number Evictions Prevented					
B11	SFRR	16	Number of SFRRP Orientations conducted (required)	Public Service or NRSA	$6,524.35	$19,573.00	$46,395.40	$72,492.75
B11		132	Number of 1:1 Intake sessions					
B11		66	Number of unduplicated households					
B11		27	Number of complete applications submitted in SFRRP Portal					
B12	Legal Services for Seniors, Coops and Condos		Senior households receiving legal services	Public Service or NRSA				$0.00
B12	(Law Firm Subrecelpients Only)		Coop Associations receiving legal services					
B12			Condo Associations receiving legal services					
B12			Number of Pro Bono Legal Services Recruited and Retained					
B12			Number of Trainings for Law Firms (Trainings)					
B12			Number of Attendees at trainings for Law Firms (Attendees)					
B12			Number of new partnerships initiated					
B12			Total Number of Trainings to and work with Pro Bono Provided					
B12			Number of outreach presentations conducted					
B12			Number of outreach activities conducted					
B12			Number of Senior Households that received Legal Counsel or Consultation					
B12			Number of Senior households that received Legal Representation					
B12			# of clients helped with Schedule H					
B12			# of clients helped with life planning docs					
B12			# pro bono attorneys engaged in housing-related matters					
B12			# veterans receiving legal counsel/advice					

Marketing		3	Other Tabling Events	Public Service or NRSA				$0.00
Marketing		6600	Flyers Distributed					
Marketing		198	Social Media Posts (Facebook, LinkedIn, Instagram)					
Marketing		27	Mailings					
Marketing			Paid Advertizing (display ads in print)					
Marketing		8	Other--radio ads					
Marketing			Other					
	TOTALS	23309			$94,307.50	$282,921.44	$670,630.96	$1,047,859.90

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit B Budget

- Schedules A (3-1) and A (3-2) for the First Performance Period

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

Rev. 12/09/2024

ORGANIZATION NAME:	University Legal Services
PERIOD OF PERFORMANCE:	2/1/2025-9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	
WARD (If applicable):	
TYPE OF ACTIVITY:	

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$797,744.73	$237,909.71	$1,035,654.44
Accounting Consultants	$2,438.05	$6,266.67	$8,704.72
Space	$65,000.00	$209,244.00	$274,244.00
Utilities	$4,000.00	$7,533.33	$11,533.33
Telephone	$3,000.00	$5,000.00	$8,000.00
Consumables	$10,100.00	$39,200.00	$49,300.00
Marking & Outreach	$6,000.00	$0.00	$6,000.00
Storage	$7,403.59	$16,800.00	$24,203.59
Triple Net Lease	$33,350.00	$0.00	$33,350.00
Internet	$2,263.54	$0.00	$2,263.54
Due/Subscription	$20,000.00	$22,000.00	$42,000.00
Credit Report-NE/SE/MH	$1,300.00	$0.00	$1,300.00
Total Direct Cost	$952,599.91	$543,953.71	$1,496,553.62
Total Indirect Costs (De Minimis Cost Rate 15%)	$95,259.99		$0.00
Total Costs	$1,047,859.90	$543,953.71	$1,496,553.62

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 12/09/2024

ORGANIZATION NAME:	University Legal Services
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 to 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Number of Hours	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
Personnel Subtotals						$664,787.28
				Fringe Benefits (Max 20%)		$132,957.46
				Total NBAP Grant Personnel Costs		$797,744.73

Exhibit C Required Reporting

- Monthly Performance Report
- Monthly Report of Group Trainings
- Monthly Report on Outreach and Marketing Activities
- Monthly Reporting of Special Activities
- Monthly Reporting of changes in personnel relative to grant work and payroll
- Quarterly Beneficiary Data
- Quarterly Language Access Report
- Quarterly Data Report

DC Department of Housing and Community Development

Deadline 00/00/0000

FY25 RFA: Housing Services

SHOW PROGRAM OVERVIEW | SHOW PROGRAM REQUIREMENTS | SHOW RFA SECTION 3.2 - HOUSING SERVICES: DESCRIPTION OF HOUSING PROGRAMS AND SERVICES | SHOW LIBRARY | HIDE ZOOMGRANTS HELP | SHOW ANNOUNCEMENTS 1

ZoomGrants Help [hide this]

Creating a New Application to Submit
The 'Saving' screen is still flashing...now what?
Missed Deadline FAQs
Invite Collaborators to Work on Application

Applicant View

Application Status: Not Submitted

Basic Information | Part I and II-Application Narrative Questions | Budget | Organizational and Financial Capacity | Required Attachments | Activity Log

Report: **OVERDUE** | Report Totals

Ask a Report Question

(answers are saved automatically when you move to another field)

Instructions Show/Hide

As in the past, Performance Reporting is divided into three sections:

- **Workplan Metrics** (numbers only),
- **Accomplishment Narrative** (Text Boxes), and
- **Various uploads** (spreadsheets usually).

This data is extremely important. Reports can affect performance goals and funding. Your reports are used to report to the City Administrator, the Mayor (including DMPED) and to the District Council and its Committee on Housing. Where uploads are required, **use excel files or Word files.** This will allow your information to be uploaded into the database and reported to District leaders.

For **Workplan Metrics,** use only numbers or leave it blank**. Letters such as N/A are to be avoided.** This will make your report impossible to be uploaded in the DHCD database and will require your corrections. Only numbers zero (0) and above can be used. If a metric is left blank, it will be treated as a zero.

In the **Accomplishment Narrative**, text boxes are provided to provide statements of activities or the information requested. In the first Report, please answer Question 22 (Points of Contact) with all points of contact for the areas mentioned. Thereafter in subsequent months, if there are no changes, it is okay to say, "No Changes". The same is true for Question 21 (staffing). Please answer Question 23 (Success Stories), Question 24 (Good News), Question 25 (Other DC agencies and initiatives). Question 26 is important. Remember the RFA asked applicants to align outreach to the Focus Areas mentioned on pages 33 and 34 of the RFA. Mentioning specific Focus Areas in the narrative for Q26 is helpful.

The **Document Upload** section is where excel spreadsheets (usually, sometimes Word Documents) are uploaded. **PDFs cannot be uploaded into database.** [The District of Columbia is fortunate to have many DC Based Programs such as HPAP, IZ/ADU, PADD, SFRRP, TOPA, HRA/RAD related activities, as well as direct services to tenants and tenant groups, and services to Condo/Coop Associations. DHCD staff need monthly reporting in order to better do their work and respond to the needs of DC citizens. These reports are shared directly with the appropriate program manager.]

There three areas of your activities will be reported on a monthly basis to help us meet our HUD and DC Government requirements and the needs of DC residents.

Reporting for Fiscal Year 2025 will begin with Report # 1. The end of Government's fiscal year (9/30/2025) will conclude with Report # 10 and the close-out of FY25 Purchase Orders. The complete schedule is below for the monthly report.

Other Reporting: Beneficiary Data and Language Access

Other reports are also required. These include **Beneficiary Report** and **Language Access Report.** These two reports are required on a quarterly basis. These reports will not be answered within ZoomGrants. The Office of Program Monitoring will provide the spreadsheets to use for these quarterly reports. Please see your Grant Agreement for additional information about the monthly and quarterly reports. Please note, the Beneficiary Report corresponds to the sources and uses of your Grant Agreement. A separate Beneficiary Report is needed for each type of funding awarded: Public Service (PS), Non-Public Service (NPS) and NRSA Wards 7 & 8 PS and NPS.

These quarterly reports will be due:

Oct/Nov/Dec 2/24/2025

Jan/Feb/March 4/10/2025

April/May/June 7/10/2025

July/August/Sept 10/10/2025

Please note we cannot extend these deadlines since they are HUD's deadlines and not in our control. Please submit your report on schedule.

Please remember HUD views reporting and reimbursement requests as inseparable and therefore to be coordinated at the same time. Please avoid not filing on the deadline.

Monthly Reporting on Performance and Accomplishments

Report Number Period Covers Due Date

Report Number	Period Covers	Due Date	Notes
Report 1	FY25 Q1 (Oct/Nov/Dec)	03/03/2025	
Report 2	January	03/03/2025	
Report 3	February	03/10/2025	
Report 4	March	04/10/2025	
Report 5	April	05/10/2025	
Report 6	May	06/10/2025	
Report 7	June	07/10/2025	
Report 8	July	08/10/2025	
Report 9	August	09/10/2025	
Report 10	September	10/10/2025	

In ZoomGrants reporting, there are data questions. Please enter only a whole number. If a particular question doesn't apply to your statement of work and workplan, please enter zero. The narrative questions also require a response. If there is nothing to report in the narrative, please enter a statement such as "No changes" or "Not applicable".

Report 1: **3/3/2025** Report 2: **3/3/2025** Report 3: 3/10/2025 Report 4: 4/10/2025 Report 5: 5/10/2025

Report 6: 6/10/2025 Report 7: 7/10/2025 Report 8: 8/10/2025 Report 9: 9/10/2025 Report 10: 10/10/2025

Report 1: 3/3/2025

This report is OVERDUE. Submit Report 1

Agency

This is a branching question. The system will remove questions that do not apply to you based on your answer to Question #1.

Please disregard the number sequencing.

1. Identify Your Agency Name

This is a branching question. Only the questions that apply to your agency will appear.

- ○ CARECEN-Central American Resource Center
- ○ Centro de Apoyo Familar

- ○ Greater Washington Urban League, Inc.
- ○ Housing Counseling Services
- ○ Latino Economic Development Corporation of Washington DC
- ○ Legal Counsel for the Elderly
- ○ Lydia's House in Southeast, Inc.
- ○ Manna, Inc.
- ○ Marshall Heights Community Development Organization, Inc.
- ○ Mi Casa
- ○ Neighborhood Legal Services Program of the District of Columbia
- ○ University Legal Services

Workplan Accomplishment Metrics

2. A1: HUD Housing Counseling

Ignore the auto-total number.

Number of First Time Homebuyers Purchasing Homes

Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)

Number of 1:1 Counseling Sessions (Budget & Credit)

Number of unduplicated households

Number of 1:1 Homebuyer Counseling Sessions

Number of unduplicated households

3. A2: 8-Hour Homebuyer Class

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of 8-hour Homebuyer Educations Classes

Number of Attendees of 8-hour Homebuyer Classes

Number of DHCD Certificates issued

4. A3: HPAP (EAHP/NEAHP)

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of HPAP Pre Purchase Orientations conducted

Number of Attendees at HPAP Orientations

Number of Files submitted to HPAP Administrators

Number of 1:1 HPAP Counseling Sessions

Number of unduplicated households

5. A4: IZ/ADU Orientations

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of IZ Orientations Conducted

Number of Attendees at IZ Orientations

Number of DHCD Certificates issued

6. A5: IZ/ADU Income Certifications

Ignore the auto-total number.

Number of IZ/ADU Income Cetifications completed

7. A6: PADD

Ignore the auto-total number.

Number of PADD group training/coaching

Number of Attendees at PADD group training

Number of 1:1 PADD sessions (if applicable)

Number of unduplicated households receiving 1:1 PADD sessions

Number of PADD Income Certifications

8. A7: General Housing Services & Information (Group Training)

Ignore the auto-total number.

Number of Financial Literacy Trainings (including but not limited to credit & budgeting)

Number of Attendees at Financial Literacy Trainings

Number of Homebuyer Clubs Meetings

Total of Attendees at Homebuer Club Meetings

Number of group trainings or workshops not reported in other categories

Number of Attendes at group trainings or workshops not reported in other categories

9. B8: General Home Management (Post Purchase Non-Delinquent)

Ignore the auto-total number.

Number of Homeownership Preservation Workshops

Number of Attendees at Homeownership Preservation Workshops

Number of Post-Purchase Workshops (not including Homeownership Preservation)

Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)

Number of 1:1 Post-Purchase Counseling Sessions

Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions

10. B9: Foreclosure Counseling

Ignore the auto-total number.

Number of Foreclosure Workshops

Number of Attendees at Foreclsoure Workshops

Number of 1:1 Foreclosure Counseling Sessions

Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number of Foreclsoures Prevented

11. B10: Eviction Counseling

Ignore the auto-total number.

Number of Eviction workshops

Number of Attendees at Eviction workshops

1:1 Eviction Counseling

Unduplciated households 1:1 Eviction Counseling

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number Evictions Prevented

12. B11: SFRR

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of SFRRP Orientations conducted (required)

Number of 1:1 Intake sessions

Number of unduplicated households

Number of complete applications submitted in SFRRP Portal

13. B12: Legal Services for Seniors, Coops and Condos

Ignore the auto-total number.

Senior households receiving legal services

Coop Associations receiving legal services

Condo Associations receiving legal services

Number of Training for Law Firms

Number of Attendees at law firm training

Number of outreach activities

Number of new partnerships initiated

Number of clients helped with Schedule H

Number of clients helped with life planning docs

Number pro bono attorneys engaged in housing-related matters

Number veterans receiving legal counsel/advice

14. B13: Technical Assistance for Coop

Ignore the auto-total number.

Number of Co-Op Associations receiving Technical Assistance

Number of Action Plans written for Co-Op Associations

Number of Successful Outcomes for Co-Op Associations

Number of Asset Management Improvement Services Provided for Co-Op

Number of Asset Management Tactical Support Services Provided to Co-Op

Number of Consultative Services Provided to Co-Op Associations and Clients

Number of Legal Assistant Services provided to Distressed Co-Op Associations

Number of Organization Sustainability Tactical Support Services Provided to Co-Ops

Number of Ownership Educations Sessions provided to different ownership models including shared equity

Number of Relocation Plans completed and accepted for Co-Ops

Numbers of Trainings on Board Operations Governance & Management to Co-ops

Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management

Number of written Asset Management & Sustainability Plans for Co-Ops

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Co-Op Associations

Number of Associations (Coops) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Co-Op Associations

15. B13: Technical Assistance for Condo Associations

Ignore the auto-total number.

Number of Condo Associations receiving Technical Assistance

Number of Action Plans written for Condo Associations

Number of Successful Outcomes for Condo Associations

Number of Asset Management Improvement Services Provided for Condo

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo

Number of Asset Management Tactical Support Services Provided to Condo

Number of Legal Assistant Services provided to Distressed Condo Associations

Number of Consultative Services Provided to Condo Associations and Clients

Number of Organization Sustainability Tactical Support Services Provided to Condo Associations

Number of Relocation Plans completed and accepted for Condo Associations

Numbers of Trainings on Board Operations Governance & Management to condo associations

Number of written Asset Management & Sustainability Plans for Condo Associations

Number of Associations (Condos) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Condo Associations

16. B14: Technical Assistance for Small Apartment Owners (25 units and less)

Ignore the auto-total number.

Number of Inquiries Received

Number of Owners/Managers receiving Services

Number of Action Plans Written

Number of Action Plans Implemented/Completed

Number of Owners/Managers needing Asset Management Guidance

17. C15: TOPA Pre-Purchase Counseling & Training

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Meetings with Tenant Association

Number of Attendees at TOPA Meetings

Number of TOPA Training Workshops to Tenants

Number of Attendees at TOPA Training Workshops

18. C16: TOPA Post-Purchase Counseling & Training

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Post Purchase Training Workshops

Number of Attendees at TOPA Post Purchase Workshops

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

19. C17: Tenant Counseling for HRA - Rental Accommodation Division

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

Number of Attendees at group training/coaching

20. Marketing & Outreach

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Housing Fairs

Other Tabling Events

Flyers Distributed

Social Media Posts (Facebook, LinkedIn, Instagram)

Mailings

Paid Advertising (display ads in print)

Other

Accomplishment Narrative

21. Staffing Information: Any changes (terminations or new hires) in staff members who are on the grant? Or in the Executive Leadership or Management Team? Number of HUD Certified Counselors (expressed as FTEs) on staff at the

end of this reporting period?

Maximum characters: 1000. You have 1000 characters left.

22. Who are the current Points of Contact and email for the following: 1) Executive Leader (NOTE: Executive leader is copied on all communication): 2) Grant/Fund Development: 3) Grant/Accounting: 4) Program Managers/Directors/Supervisors:

Maximum characters: 1000. You have 1000 characters left.

23. Please provide us with client success story/stories for this quarter by program. You may provide a link to an article that has been written for other purposes (newsletter, website, or newspaper article).
Redact (use a pseudonym) for any client name or other personal identifying information if you have not received a release.

Maximum characters: 3000. You have 3000 characters left.

24. Any good news to share? Any events and activities coming up? (e.g. obtained other grant funds to leverage DHCD grant, Open Houses, Presentations, Community Events, etc.)
Upload a calendar of upcoming program events (in-person or webinars).

Maximum characters: 3000. You have 3000 characters left.

25. Describe your organization's involvement in other projects or initiatives with other District agencies.

Maximum characters: 3000. You have 3000 characters left.

26. Describe your marketing and outreach during this period. What groups or areas did you market to, numbers, and in what way did you contact them (mail, event, email, personal, media, etc.)?

Maximum characters: 3000. You have 3000 characters left.

27. Describe any specific obstacles (if any) to your organization's program or service delivery during this period?

Maximum characters: 3000. You have 3000 characters left.

Documents Requested *	Required?	Uploaded Documents *	
ALL: Procurement Report, as applicable Download template: Procurement Report			Upload
ALL: Language Access for Outreach and Group Sessions Download template: Language Access for Outreach and Group Sessions	Required		Upload
ALL: Calendar of Next Quarter (3 months) of Orientations, Trainings, Workshops & 8-Hour Classes	Required		Upload
A-2 HBE 8-Hour Class Attendance Certificates Download template: A-2 HBE 8-Hour Class Attendance Certificates			Upload
A-3 Homebuyer Assistance Program Intake Download template: A-3 Homebuyer Assistance Program Intake			Upload
A-4 IZ Orientation Attendance Certificates Download template: A-4 IZ Orientation Attendance Certificates			Upload
B-11 SFRRP Intake Download template: B-11 SFRRP Intake			Upload
C-15 and C-16 TOPA Reporting Download template: C-15 and C-16 TOPA Reporting			Upload
C-17 Training for Tenants and Tenant Organizations Download template: C-17 Training for Tenants and Tenant Organizations			Upload

* *ZoomGrants™ is not responsible for the content of uploaded documents.*

CDBG PUBLIC SERVICE* HOUSING COUNSELING (HC) PROGRAM

HEAD OF HOUSEHOLD DEMOGRAPHICS

IDIS Number	
Community Based Organization (CBO)	
National Objective/Matrix Code	
Project Analyst	
Proposed HOUSEHOLDS TO Serve	
Total HOUSEHOLDS Served	
Difference Used for CAPER Analysis	

Tip #1	Avoid Duplicative Reporting
Tip #2	Complete each cell; even if N/A (Not Applicable)
Tip #3	Do not complete Grayed-Out Cells
Tip #4	Based on HEAD of HOUSEHOLD
Tip # 5	Submit Quarterly
Tip #6	Public Service - HC that cannot show proof a home was purchased.
Tip # 7	OPM - Kelly Ann Morrow, DHCD Grant Management Officer, kelly-ann.morrow@dc.gov

HEAD OF HOUSEHOLD CHARACTERISTICS

Race/Ethnicity/Household Composition	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
White	0	0		0	0																					0	0	0
Black/African American	0	0		0	0																					0	0	0
Asian	0	0		0	0																					0	0	0
Native American/Alaskan Native				0	0																					0	0	0
Native Hawaiian/Other Pacific Islander				0	0																					0	0	0
Native American/Alaskan Native & White				0	0																					0	0	0
American Indian/Alaskan Native & White				0	0																					0	0	0
Asian & White				0	0																					0	0	0
Black/African American & White				0	0																					0	0	0
Native American/Alaskan Native & Black/African American				0	0																					0	0	0
Other Multi Racial				0	0																					0	0	0
Did Not Report				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Income Data (in accordance with HUD Part 5)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
Extremely Low 0-30 %	0			0	0																					0	0	0
Low 31%-50%	0			0	0																					0	0	0
Moderate 51%-80%	0			0	0																					0	0	0
Non-Low/Moderate 81% - 110%				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Additional Data (Does not apply to Single Family Residential Rehabilitation Program)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
With New or Continuing Access to Service or Benefit	0			0	0																					0	0	0
With Improved Access to Service or Benefit				0	0																					0	0	0
Received a Service or Benefit that is No Longer Substandard				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Language Access

The recent Executive Order of the President makes English the Official Language of the United States.

Grantees may translate forms, document, trainings into other languages as they deem appropriate for the benefit of clients.

Grantees may also make provision for clients to have access who are English Proficient/Non-English Proficient (LEP/NEP).

The Language Access line remains available to Grantees. OPM can provide the phone number.

Grantees are encouraged to report on a quarterly basis concerning language accommodation for clients.

Tracking includes:

- Language
- Use of interpreter, bi-lingual staff person or language access telephonic line
- Used on the group basis or individual and the number of each

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit D Method to determine Client Eligibility for Services

Method to determine Client Eligibility for Services:
By Household

DHCD will provide the spreadsheet to use for this Quarterly Report

If a grantee has two or three sources/uses of grant funds, a separate report is needed for each.

Sources/Uses includes

1. Public Services (PS),
2. Non-Public Services (NPS) and
3. NRSA Wards 7 & 8 PS & NPS.

For each the Household report includes:

Section 1

Grantees will provide the following information concerning race/ethnicity which shall be recorded by

- Ward,
- Head of Household,
- Tenant/Owner

White
Black/African American
Asian
Native American/Alaskan Native
Native Hawaiian/Other Pacific Islander
Native American/Alaskan Native & White
American Indian/Alaskan Native & White
Asian & White
Black/African American & White
Native American/Alaskan Native & Black/African American
Other Multi Racial
Did Not Report
TOTAL

Section 2

Also, each household shall be counted by income category using the CDBG income categories and dollar amounts. (See chart in this exhibit.)

Section 3

Lastly, each household shall be counted by CDNG service category.

With New or Continuing Access to Service or Benefit
With Improved Access to Service or Benefit
Received a Service or Benefit that is No Longer Substandard

The Number of Households in each of the above calculations be the same. That is, if 100 households are reported in Section 1, there must be 100 in reported also in Sections 2 and 3.

This procedures is repeated for:

- Non-Public Service Activities
- NRSA Wards 7 & 8 Public Service and Non-Public Service

INCOME LIMITS WITH UNCAPPED LIMITS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
U.S. Department of Housing and Urban Development (HUD) FY 2023
Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	**84,400**	**96,450**	**108,500**	**120,550**	**130,200**	**139,850**	**149,500**	**159,150**

	Median Income	**Family Four Low Income Limit**
DC	**$152,100**	**$95,300**

This grant will consider eligibility based on Household Beneficiary Data

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit E Budget Modification Form

BUDGET MODIFICATIONS

To request a Budget Modification, please reach out to your Point of Contact with Community Services to request the excel file.

The excel file should be returned to Community with the details (below) about your request. You may also send a PDF of the excel file in addition to the excel file itself. The excel is needed to upload to the database.

There should be a cover letter from the Executive Director requesting the modification as outlined in excel file attached. Only the Executive Director as a signatory to the Grant Agreement can request a Budget Modification.

The Excel file will guide you through the process.

The Excel template asks you for each line item in the A 3-2 (Personnel) to indicate the current budget and the requested budget modification for:

- Hourly rate
- Number of Hours to be charged to the Grant (total for the year)

Similarly for the A 3-1 the template asks the current Budget Amount for each line item and the requested modification amount for each line item in the A 3-1.

Each line item in the A 3-1 and A 3-2 must be included in the Modification.

The deadline to request a Budget Modification is June 1st of each year.

The Community Services team is available to provide technical assistance.

Cost Category	Current Budget	Increase (Decrease)	Requested Modificastion Amount
Personnel (Salary & Fringe)	$0.00	$0.00	$0.00
Credit Report	$0.00	$0.00	$0.00
Space	$0.00	$0.00	$0.00
Insurance	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Training	$0.00	$0.00	$0.00
IT Services & Support	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$0.00	$0.00	$0.00
Total Indirect Costs (De Minimis Cost Rate 15%)	$0.00		$0.00
Total Costs	$0.00	$0.00	$0.00

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit F Drug Free Workplace Certification

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code. and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - lll, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. Debarment, Suspension, And Other Responsibility Matters (Direct Recipient)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

1. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F. for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020. Notice shall include the identification number(s) of each effected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and incising termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (1), (c), (d), (e), and (f).

B. The applicant may insert in the space provided below the sites) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Drug-Free Workplace (Grantees who are Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, subpart F, for grantees as defined at 28 CFR Part 67; Sections 67 615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020.

As the duly authorized representative of the applications,
I hereby certify that the applicant will comply with the above certifications.

University Legal Services
220 I Street, NE Ste 130
Washington, D.C. 20002

1. Grantee Name and Address

Housing Counseling Services 2025-12

2. Application Number and/or Project Name

52-0902922

3. Grantee IRS/Vendor Number

Jane M. Brown, Executive Director

4. Typed Name and Title of Authorized Representative

Jane Brown

5. Signature

10/3/24

6. Date

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit G Service Area Eligibility

This grantee provides services to residents of all DC Wards and will focus on the neighborhoods in these corridors where DHCD has invested resources for housing development.

- 16th St NW Corridor near the intersection with Havard St NW (Columbia Heights) in Ward 1
- Georgia Ave and New Hampshire Ave NW Corridor (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- Rhode Island Ave and South Dakota Ave NE Corridor (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 5
- M and South Capitol Streets SW Corridor (Greenleaf/Waterfront) in Ward 6
- Benning Road and Florida Ave NE Corridor (NoMa/Ivy City/Trinidad) Ward 6
- Minnesota Ave and Benning Rd NE Corridor (Benning, Greenway) in Ward 7
- Pennsylvania Ave and Minnesota Aves SE Corridor (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- East Capitol and Benning Rd Corridor (Capital View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- Marion Barry Ave and Martin Luther King Aves SE Corridor (Historic Anacostia, Fairlawn Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- Marion Berry Ave and Alabama Aves Corridor (Skyland, Woodland, Garfield Heights) in Ward 8
- Martin Luther King Ave and Alabama Ave Corridor (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- South Capital St and Chesapeake Aves SE Corridor (Bellevue, Washington Highlands) in Ward 8

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit H Insurance Requirements

DHCD-BILL WINSTON-GRANT FOR VARIOUS COMMUNITY-BASED ORGANIZATIONS HOUSING COUNSELING AND SERVICES AF07082024

INSURANCE

A. GENERAL REQUIREMENTS. The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this grant, the types of insurance specified below. The Grantee shall submit a Certificate of Insurance to the Grant Administrator (GA) giving evidence of the required coverage prior to commencing performance under this grant. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the GA.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Grantee and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this grant, with the understanding that any affirmative obligation imposed upon the insured Grantee or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its subcontractors, and not the additional insured. The additional insured status under the Grantee's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the GA in writing. All of the Grantee's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Grantee or its subcontractors, or anyone for whom the Grantee or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the GA with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the GA in writing), covering liability for all ongoing and completed operations of the Grantee and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an

Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or it's equivalent) to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the GA in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee in connection with work under this agreement, with a minimum combined single limit of $1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Grantee shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Defense costs shall be in addition to and not erode the limits of liability
e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or it's equivalent)

3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

   Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   The Workers Compensation and Employers Liability shall be further endorsed to:
   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

   Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   The Workers Compensation and Employers Liability shall be further endorsed to:
   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

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6. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the GA of commercial umbrella or excess liability insurance with minimum limits of $5,000,000 per occurrence and $5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS
Any and all subcontractors engaged by Grantee for work under this agreement shall be required to have the same insured required of Grantee. Should the Grantee wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Grantee shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Grantee. In either instance, the Grantee must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

E. DURATION. The Grantee shall carry all required insurance until all grant work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this grant and two years for non-construction related grants.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the Grantee's liability under this grant.

G. CONTRACTOR'S PROPERTY. Grantee and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.

H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the grant price.

I. NOTIFICATION. The Grantee shall ensure that all policies provide that the GA shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Grantee no long complying with the above requirements. The Grantee shall provide the GA with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the GA with an updated Certificate of Insurance should its insurance coverages renew during the grant. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Grantee at least 30 days' notice of the change. Grantee must comply, at your expense, and deliver to the GA evidence of compliance before the change becomes effective.

J. CERTIFICATES OF INSURANCE. The Grantee must send to GA, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Grantee must also provide us with evidence of renewal before the expiration date of each insurance policy. Grantee is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . Certificates of insurance must reference the corresponding grant number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:
William Winston, Grant Administrator (DHCD)
1909 Martin Luther King Jr Av SE, Washington DC 20020
771-208-9628
Bill.winston@dc.gov

The GA may request and the Grantee shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Grantee expires prior to completion of the grant, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the GA prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the GA on an annual basis as the coverage is renewed (or replaced).

K. DISCLOSURE OF INFORMATION. The Grantee agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Grantee, its agents, employees, servants or subcontractors in the performance of this grant.

L. CARRIER RATINGS. All Grantee's and its subcontractors' insurance required in connection with this grant shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.

M. WARRANTIES. When applicable, the Grantee should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). GA should collect, review for accuracy, and maintain all warranties for goods and services.

Exhibit I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Mayor's Order 2023-131

GOVERNMENT OF THE DISTRICT OF COLUMBIA
ADMINISTRATIVE ISSUANCE SYSTEM

Mayor's Order 2023-131
October 31, 2023
SUBJECT: Updated District Government Sexual Harassment Policy, Guidance, and Procedures

ORIGINATING AGENCY: Office of the Mayor

By virtue of the authority vested in me as Mayor of the District of Columbia by sections 422(2), (3), and (11) of the District of Columbia Home Rule Act of 1973, 87 Stat. 790; Pub. L No. 93-198, D.C. Official Code §§ 1-204.22(2), (3), and (11), it is hereby **ORDERED** that:

I. PURPOSES AND BACKGROUND

This Order incorporates provisions of, updates, and supersedes Mayor's Order 2017-313, dated December 18, 2017, regarding sexual harassment in District of Columbia ("District") Government workplaces.

In addition to providing procedural updates to the District's sexual harassment policy, this Order establishes and directs the Sexual Harassment Task Force to further examine the District's sexual harassment policies and provide recommendations to further the goal of a harassment-free workplace; establishes obligations of District Government employees; adds Mayor's direct reports to those required to be referred for outside investigation of sexual harassment; and bans all sexual and romantic relationships between supervisors and the employees in their chain of command.

This Order reaffirms that the District Government does not tolerate any form of inappropriate workplace conduct including sexual harassment, nor does it tolerate sexual harassment in non-employment interactions between District Government employees and the public. Sexual harassment is recognized as one of the most unjust, demeaning, and demoralizing examples of workplace misconduct.

This Order also requires that employees be trained on sexual harassment every year and provides additional specificity as to the qualifications and role of Sexual Harassment Officers.

Further, this Order directs agency compliance with the Sexual Harassment Data Collection and Reporting Act of 2022, D.C. Law 24-171, D.C. Official Code § 1-546.01, and clarifies, consistent with the Human Rights Enhancement Amendment Act of 2022, D.C. Law 24-172, D.C. Official Code § 2-1402.11(c-2), the definition of sexual harassment.

II. INDIVIDUALS AND ENTITIES COVERED

A. Prohibitions and Protections

1. This Order is intended broadly to prohibit sexual harassment in all interactions with District Government employees and officials and persons acting on behalf of the District Government, and to facilitate speedy investigation and non-monetary remedial action including warnings to stop offensive behavior, additional training, reassignments, and personnel and contract actions.

2. The District of Columbia prohibits workplace sexual harassment by all District Government employees and officials. The prohibition applies to harassment of other employees and officials and to harassment of third parties

and members of the public interacting with the District Government, such as vendors, contractors, grantees, customers, clients, and other persons visiting or working at District Government worksites or service sites inside and outside District Government agencies.

3. Likewise, contractors and grantees carrying out work on behalf of the District Government shall not sexually harass colleagues who carry out work on behalf of the District Government; District Government employees; or customers, clients, or beneficiaries of the services the contractors and grantees provide on behalf of the District Government; and those clients, customers, beneficiaries, employees, and colleagues may file complaints that trigger sexual harassment investigations and possibly remedies. Remedies may include requiring the contractor or grantee to use alternate personnel to provide services, and other remedies available under the contract or grant agreements up to and including contract or grant termination or non-renewal of the grant or contract.

4. In addition, sexual harassment by District Government clients, customers, or visitors against District Government employees, contractors, or grantees, or other clients, customers, or visitors, at District Government worksites or service sites, is prohibited and complaints made against District Government employees who sexually harass contractors, grantees, agency clients, customers or visitors, upon investigation, may result in discipline of the employee and accommodations of the contractor, grantee, customer or visitor, such as having another government official assigned to the matter.

5. In the course of their duties as members of District of Columbia boards and commissions, board and commission members are bound by the prohibitions, procedures, and deadlines set forth in this Order.

6. Not every procedure set forth in this Order applies to persons not working for the District Government.

B. Scope

1. Laws prohibiting sexual harassment apply throughout the District Government. The agencies listed below should either use the training, procedures, information, and processes provided in this Order, or their own, similar ones. To the extent District law requires centralized reporting, the reporting requirements in this Order apply to all agencies.

2. Those agencies include the Office of the Attorney General, the Office of the Chief Financial Officer, the Board of Elections, the Zoning Commission, the Public Service Commission, the Commission on Arts and Humanities, the Washington Convention and Sports Authority (Events DC), the Board of Education, the University of the District of Columbia, the DC Public Library, the DC State Athletics Commission, the Public Charter School Board and public charter schools, the Office of the People's Counsel, the District of Columbia Water and Sewer Authority (DC Water), the Green Finance Authority, the Health Benefit Exchange Authority, the Not-for-Profit Hospital Corporation, the Contract Appeals Board, the DC Retirement Board, the Office of Employee Appeals, the DC National Guard, the Criminal Justice Coordinating Council, the Office of Police Complaints, the Corrections Information Council, and the Uniform Law Commission.

3. This Order does not apply to the Council of the District of Columbia, Advisory Neighborhood Commissions, or the DC Courts, and agencies and offices subordinate to them.

III. SEXUAL HARASSMENT

A. Through the Human Rights Enhancement Amendment Act of 2022, D.C. Law 24-172, effective September 21, 2022; D.C. Official Code § 2-1402.11(c-2), the Council has, in the employment context, expanded the definition of "harassment" and "sexual harassment" under the D.C. Human Rights Act to provide that sexual harassment includes conduct of a sexual nature, "whether direct or indirect, verbal or nonverbal, that unreasonably alters an individual's terms, conditions, or privileges of employment or has the purpose or effect of creating an intimidating, hostile, or offensive work environment."

B. In addition, sexual harassment includes "sexual advances, requests for sexual favors, or other conduct of a sexual nature where submission to the conduct is made either explicitly or implicitly a term or condition of employment or where submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual's employment." This is sometimes referred to as quid pro quo sexual harassment.

C. In determining whether sexual harassment has taken place, the D.C. Human Rights Act states that "conduct need not be severe or pervasive to constitute harassment" and that "no specific number of incidents or specific level of egregiousness is required."

D. Examples of conduct that can contribute to or constitute sexual harassment or an intimidating, hostile, or offensive work environment include:

1. Sex acts;

2. Display of sexual organs;

3. Using sexually oriented or sexually degrading language describing an individual or their body, clothing, hair, accessories, or sexual experiences;

4. Sexually offensive comments or off-color language, jokes, or innuendo that a reasonable person would consider to be of a sexual nature, or belittling or demeaning to an individual or a group's sex, sexual orientation, or gender identity;

5. "Sexting" or seeking or sending pictures of intimate body parts;

6. Taking or displaying pictures of body parts meant to be covered up (such as "upskirting" pictures);

7. Displaying or disseminating sexually suggestive objects, books, screensavers, magazines, photographs, music, cartoons, or computer internet sites or references;

8. Unnecessary and inappropriate touching or physical contact, such as intentional and repeated brushing against a colleague's body, touching or brushing a colleague's hair or clothing, massages, groping, patting, pinching, or hugging, that a reasonable person would consider to be of a sexual nature;

9. Leering, ogling, or making sexually suggestive gestures or sounds, such as whistling or kissing noises;

10. Making inquiries about someone's private sex life or describing one's own sex life;

11. Workplace sexual comments, conduct, displays and suggestions between two willing parties in the presence of another that are inconsistent with professional workplace norms;

12. Any unwanted repeated contact, including, but not limited to in-person, or telephonic, for romantic or sexual purposes;

13. Giving a preference to someone who is engaged in a dating, romantic, or sexual relationship based on the relationship to the disadvantage of someone who is not engaged in a dating, romantic, or sexual relationship; and

14. Sexual assault, stalking, trapping someone such that they are not free to leave and a sexual encounter is expected or threatened, threats of bodily harm relating to sex or the refusal to have sex, or other crimes related to acts of sexual harassment.

E. Further, the District may treat some conduct of a sexual nature as misconduct, even when it does not rise to the level of unlawful sexual harassment actionable under the D.C. Human Rights Act. As an example, an employee who tends to greet people with a hug may have been warned that the conduct was offensive to some employees and then hugs an employee whom they have not seen in many months. The conduct may not rise to the level of "unreasonably altering the individual's terms, conditions, or privileges of employment," but it could constitute misconduct since they had been warned that some employees associate hugging with unwanted sexual contact that is offensive in the work environment.

IV. DATING, ROMANTIC, AND SEXUAL RELATIONSHIPS IN THE WORKPLACE

A. Prohibitions

1. Prohibitions on certain dating, romantic, or sexual relationships in the workplace exist to prevent real or perceived impropriety, favoritism, conflicts of interest due to power dynamics, control of an employee's assignments and performance reviews, as well as to advance fairness for all other employees, contractors, grantees, and clients. Even consensual dating, romantic, or sexual relationships can generate allegations of favoritism based on sexual relationships or sexual harassment by one of the parties or a third party. Relationships, or aspects of relationships, that may be perceived as consensual by one party may be considered coerced or harassing by the other party due to power dynamics, and relationships that start consensually may evolve into sexual harassment.

2. Subject to the conditions and implementation procedures discussed in this Order, it is now the policy of the District Government that a dating, romantic, or sexual relationship between a supervisor and any employee in the chain of command they supervise – whether supervision is direct or indirect, operational or situational – is prohibited. Note that chain of command in this definition may span agencies or divisions within an agency.

3. In addition, District Government employees shall not initiate a dating, romantic, or sexual relationship with trainees, recruits, or interns, regardless of the employee's assignment in relation to the trainee, recruit, or intern if the employee is in the same agency as the trainee, recruit, or intern.

4. Further, this Order prohibits dating, romantic, and sexual relationships when they are prohibited by applicable professional or ethical standards, such as lawyer-client, doctor-patient, or social worker-client.

5. District Government employees shall not participate personally and substantially in particular matters that affect or could affect the financial interests of someone with whom they are in a dating, romantic, or sexual relationship, whether that person is an employee, grantee, contractor, or client of the agency.

B. Designation of Person or Committee to Resolve Issues Surrounding Workplace Relationships; Existing Relationships

1, By November 17, 2023, District Government agency directors shall designate their own agency human resources agency/officers, another appropriate officer, or an office or committee to receive disclosures of relationships and resolve workplace issues arising from any prohibited dating, romantic, or sexual relationship on a case-by-case basis consistent with this Order; absent such a designation, disclosures shall be made to the Director.

2. By December 8, 2023, existing relationships that fall within the prohibitions of this Order must be disclosed to the designee identified in subsection IV.B.1. of this Order, in the manner specified by their agency or on a form to be created by DCHR, whereupon the situation will be evaluated and a resolution determined.

3. Resolution may involve giving the employees a defined but reasonable time to find a new position where the relationship is not implicated by this Order; shifting reporting structures to take the relationship out of a prohibited status; or establishment of recusal structures when the employees do not work in the same agency or division but they heretofore were in situational or operational chains of command.

4. To the extent adjustments are made in work sites or shifts, reporting structures, job duties or any other factor for one or both of the persons in the relationship, agencies shall endeavor to afford such options on a voluntary basis for all concerned, particularly if an employee not involved in a prohibited relationship is affected by any proposed accommodation of the relationship.

5. If no satisfactory resolution of the prohibited relationship can be reached, the persons in a dating, romantic, or sexual relationship may request a waiver of the provisions of this Order. Waiver requests shall be submitted to the Mayor and shall be accompanied by a recommendation from the agency or agency designee. Waiver requests may include any information relevant to the determination and shall be on a form to be created by the Department of Human Resources ("DCHR").

6. Agencies may make reasonable efforts to assist with a transfer or reassignment, without prejudicing either employee (or any other employee), but it is not the responsibility of the personnel authority or the agency to restructure their agency operations or find a new position for someone in the relationship. No agency is required to grant a request or application for a transfer.

7. Agencies may promulgate regulations or policies consistent with this Order to effect its implementation and to provide consistent treatment for employees facing this situation, though each relationship may pose unique issues. Agencies may also issue rules explaining in more detail for their agencies' employees and contractors how terms such as "dating," "chain of command" and "trainee" are to be interpreted considering their agency's operations. Agencies may prohibit dating, romantic, or sexual relationships with their own clients or clients of the agency or a subset of the agency, as the agency deems appropriate to prevent factual or perceived impropriety or favoritism. For instance, an agency with both social workers and non-licensed employees providing case work to agency clients could extend the ban on dating and sexual relationships with clients to their non-licensed employees, to hold them to the same professional standards as their licensed colleagues.

8. By December 12, 2023, agencies shall report the number of disclosed relationships to the Mayor's Office of Legal Counsel ("MOLC") and the contact information of the person handling requests for accommodation, for consideration by the Sexual Harassment Taskforce.

C. Disclosure of Relationships

1. In addition to the disclosures of existing relationships required by Section IV.B., if by promotion or agency reorganization or other circumstance, two employees in a dating, romantic, or sexual relationship would fall into a prohibited relationship status, their relationship must be disclosed as soon as the possibility of falling into prohibited status is realized by either person in the relationship.

2. If there is a reasonable likelihood that someone would raise a credible charge that there was or could be preferential treatment based on a dating, romantic, or sexual relationship that is not in a chain of command, then the employees involved in the dating, romantic, or sexual relationship must also report their relationship to the person or office designated pursuant to Section IV.B. Such reporting is necessary for consideration of whether additional safeguards are necessary and whether the prohibition on relationships based on situational supervision is implicated.

D. New Relationships

Generally, if two persons in a chain of command wish to begin a dating, romantic, or sexual relationship with each other, one party to the relationship should apply for a transfer or otherwise seek employment that eliminates the supervisory relationship before the relationship begins so that no prohibited relationship commences. For example, a supervisor may be transferred to another supervisory role so that they are not in the chain of command with the other person.

E. Conduct

1. District Government employees in a dating, romantic, or sexual relationship with another District Government employee, or client/customer of their agency, or grantee or contractor of their agency, shall conduct themselves in an appropriate manner while on duty and shall not engage in behavior that detracts from a professional work environment.

2. Any sexual activity at work sites or during an employee's working hours, regardless of location, is prohibited.

F. Violations

A violation of a provision of this Order regarding dating, romantic, or sexual relationships may not constitute sexual harassment as defined above, but an employee who engages in a prohibited relationship under Section IV.A. of this

Order or fails to disclose a relationship that is required to be disclosed shall be subject to appropriate personnel action, up to and including termination.

G. Legal Representation

If legal action is commenced against the District of Columbia and/or a supervisor who engaged in a dating, romantic, or sexual relationship with an employee, or a person engaged in a potentially-conflictual relationship, the existence of the sexual or romantic relationship will be a factor in the District of Columbia's decision to provide legal representation to the supervisor or the employee(s) engaged in a relationship.

V. PROCEDURES FOR STOPPING SEXUAL HARASSMENT; REPORTING AND INVESTIGATING SEXUAL HARASSMENT CLAIMS

A. Employee Obligations

1. District Government employees are bound by the principles set forth in the Code of Conduct at 6B DCMR §§ 1800.2–1800.4 and are expected to act at all times in a manner reflecting their roles as public servants. Depending on an employee's role in the District Government, the obligations regarding the prevention of sexual harassment may differ. "Employees" for the purpose of this Order include contractors engaged by the District Government performing work on behalf of the District similar to that as its employees, such as at District worksites.

2. All employees are obligated to:

a. Refrain from engaging in behavior that constitutes sexually harassing conduct;

b. Refrain from initiating or conducting a prohibited dating, romantic, or sexual relationship as described in Section IV.A. of this Order;

c. Disclose their own dating, romantic, or sexual relationships with other employees if required in Section IV.D. of this Order;

d. Affirm their agreement to comply with this Order;

e. Complete annual sexual harassment training;

f. Cooperate fully in any inquiry or investigation into an alleged violation of this Order; and

g. Refrain from any behavior that may call into question the impartial and harassment-free provision of services to constituents, agency clients or customers, contractors, or grantees.

3. Supervisors should take particular care to avoid conduct that could lead to allegations of sexual harassment, considering time, place, and situations of interactions with employees.

B. Employee Communication

1. To avail themselves of the procedures and protections of this Order, when a District Government employee finds conduct unwelcome, intimidating, or offensive, they may: (a) tell the person who is engaging in offensive or inappropriate sexual conduct to stop and that such conduct is unwelcome; or (b) ask the employee's supervisor, General Counsel, or Sexual Harassment Officer to advise the person that the conduct is offensive and unwelcome; or (c) proceed immediately to file a complaint of sexual harassment under this Order.

2. Employees and others engaged in intervention are encouraged to document all intervention efforts or requests to cease reported inappropriate sexual conduct, including conversations, texts, or email exchanges.

C. Reporting Allegations of Inappropriate Conduct of a Sexual Nature or Sexual Harassment

1. All District Government employees are encouraged to help ensure that District Government workplaces are free of sexual harassment. Employees who know of incidents of inappropriate conduct of a sexual nature, as well as behavior that may create an intimidating, hostile, or offensive work environment, or who are victims of inappropriate conduct of a sexual nature, should report the inappropriate conduct.

2. Employees may report to the Sexual Harassment Officer ("SHO") of their agency or any other agency, or the supervisor or manager of the employee engaging in inappropriate conduct, to their own supervisor, or to the agency General Counsel. Contractors, grantees, and customers of agencies may report allegations of inappropriate conduct of a sexual nature to the SHO of the relevant agency or any other agency, the relevant agency's General Counsel, the supervisor of the employee who engaged in the alleged inappropriate conduct, or their grant or contract administrator.

3. Allegations of sexual harassment against the Mayor, City Administrator, Mayor's Chief of Staff, Mayor's Senior Advisor, Director of the MOLC, any Deputy Mayor, or any official who directly reports to the Mayor, shall be referred to the Inspector General to determine if the allegation is credible, in which case it shall be referred for independent investigation. Such investigations shall be carried out by an entity outside the District Government and those reports shall be provided to MOLC (or the City Administrator if the allegation is against the Director of the MOLC) and the Inspector General.

D. Agency Responsibilities

1. Sexual Harassment Officers ("SHOs") and Investigations

a. Each Deputy Mayor's Office and each agency shall designate a primary SHO and an alternate SHO and shall update the designations, as needed, on an ongoing basis. Each agency shall provide the names of its SHOs to DCHR, and DCHR shall maintain a current District-wide list of agency SHOs. Further, pursuant to D.C. Official Code § 1-546.01(2), SHOs shall be registered with the Office of Human Rights ("OHR").

b. SHOs shall be trained and qualified to serve. To be qualified to serve as a SHO, individuals must have taken and continue to take annual training provided by DCHR and OHR. SHOs may but are not required to be an agency's Equal Employment Opportunity ("EEO") officer, or human resources manager; they must be competent in EEO laws and be designated by the agency to accept sexual harassment complaints and to review and investigate claims. SHOs need not be attorneys.

c. The primary and alternate SHOs for a smaller agency may be employees of another agency (i.e., the SHO of a larger agency may serve as the SHO for a smaller agency). An agency of any size may also obtain assistance from another agency's SHO in handling a particular investigation, including having another agency's SHO carry out an investigation, where there is a possibility of the appearance of a conflict of interest, or for administrative convenience. For the purposes of this Order, a smaller agency availing itself of this option will still be referred to as the "agency."

d. A person seeking to report a violation of this Order may file with any agency SHO, not solely the SHO at their agency or the agency at which the alleged sexual harassment occurred. Persons filing complaints, however, are not entitled to have the investigation conducted by the person of their choosing.

e. If a complaint is reported to someone other than the SHO, the person receiving the complaint must notify the agency SHO, unless giving notice would raise conflict of interest concerns, in which case the person must notify the agency General Counsel.

f. Unless the complaint is against the agency General Counsel, the SHO shall immediately notify the agency's General Counsel of the complaint, and the General Counsel shall thereafter notify the Mayor's Office of Legal Counsel ("MOLC"). The SHO may consult with the agency's General Counsel, or the General Counsel's designee, for legal guidance on conducting the investigation and shall notify the General Counsel of any issue that may require higher-level support. If the complaint is against the General Counsel, the SHO shall notify the MOLC directly.

g. SHOs should review DCHR's SHO training materials before initiating an investigation. DCHR has training materials on duties to inform the bargaining unit, the right to union representation during investigatory questioning, assessing credibility, unconscious bias, conducting interviews, gathering evidence, protecting confidentiality, preservation of evidence, when to stop an investigation and refer a matter for criminal investigation and more.

h. The primary function of a SHO is to accept complaints alleging violations of this Order and to gather, investigate and review the factual basis of the claim(s). SHOs may corroborate or refute factual allegations; SHOs may provide impressions and evidence regarding the credibility of witnesses. They weigh such evidence and may take into account their impressions of the credibility of witnesses. Ultimately, SHOs make and submit to the appropriate agency Director recommended determinations of whether the allegations are substantiated or are not substantiated. They are not to make legal conclusions about whether sexual harassment occurred.

i. Investigations of allegations of inappropriate conduct of a sexual nature shall be conducted, and the associated investigation report completed, as soon as practicable, within sixty (60) days after the filing of the report of the alleged sexual harassment, absent unusual circumstances.

j. The investigative report shall include a description of the allegations, a description of the SHO's investigation, a description of the evidence adduced by the SHO, and the SHO's recommended determination as to whether the allegations were substantiated. The SHO shall transmit the report to the Director or agency Director's designee and General Counsel of the agency where the alleged harasser is employed.

2. Interim Remedial Actions

a. Pending the completion of the SHO investigation and report, the issuance of the agency report, and the imposition of any disciplinary action, and to protect the rights of the alleged victim as well as the alleged harasser, the agency may take temporary personnel actions that do not result in any adverse employment action to either party.

b. When an agency becomes aware of an allegation of misconduct of a sexual nature, the agency shall notify the alleged harasser of the reported behavior and may demand that the alleged behavior cease immediately and not be repeated.

c. The agency shall take such other remedial steps as it deems appropriate to mitigate the possibility of the alleged harassing conduct continuing.

d. Interim remedial actions are administrative rather than disciplinary and may include, but are not limited to, transfers, reassignment of duty station, changed shifts, duties or reporting requirements, mandatory administrative leave with pay, or other appropriate measures that do not result in reduction of pay, demotion in title or responsibility, or other loss of employee benefits. In general, the agency should avoid moving the alleged victim or changing the alleged victim's shift, or taking similar action affecting the alleged victim, unless the alleged victim requests the action; if the agency takes such an action absent a request from the alleged victim, the agency should make clear to the alleged victim that the action is being taken in pursuit of an effective and prompt stop to any alleged harassment, and not in retaliation for reporting the alleged harassment.

e. Personnel authorities are encouraged to find alternative, reasonably comparable placement during the pendency of an investigation for the accuser or accused in lieu of administrative leave with pay, where possible and if consistent with any collective bargaining agreements.

3. Post-SHO Investigation Agency Actions

a. The agency Director or agency Director's designee may reject a SHO report and return it to the SHO for further investigation, information, documentation, or analysis if the agency Director or designee

considers the report to be incomplete, inadequate, or otherwise unacceptable.

b. If the report is not rejected, the agency Director, or the agency Director's designee, within fourteen (14) days of receiving the SHO's report, shall issue an agency report that accepts, modifies, or rejects the SHO's findings and substantiation recommendations, describes the rationale for any such modifications or rejections, and makes conclusions as to whether the substantiated allegations constitute a violation of this Order. The SHO report shall be included as an attachment to the agency Director or designee's report. The agency Director or designee shall consult with the agency's General Counsel during the preparation of the report regarding relevant legal standards or other legal issues.

c. If the report determines that a violation of this Order has occurred, the report shall be submitted to the agency's human resource officer for appropriate disciplinary action, up to and including termination. The agency shall require that any employee found to have violated this Order whose employment is not terminated must attend mandatory sexual harassment training within sixty (60) days after the issuance of the agency report.

d. The agency must provide the employee and the alleged harasser with a summary written notification of its findings and conclusions (final agency decision) after the sixty (60) day period and shall convey the same to MOLC within five (5) days after it is issued. The notice shall include a description of each allegation and the agency's determination as to whether the allegations were substantiated or were unsubstantiated. Such notice shall not include summaries of witness interviews, credibility determinations, or legal analysis; the notice is a simple recitation of the allegations and the determination as to whether the allegations were substantiated or were unsubstantiated.

e. Any conclusion in the SHO or Director's report that a violation of this Order occurred does not constitute a final legal conclusion that sexual harassment under the D.C. Human Rights Act or federal law occurred. Conversely, a finding that was not substantiated is not a legal conclusion that no violation of the D.C. Human Rights Act or federal law occurred.

f. Consistent with norms regarding the privacy of personnel actions, the complaining party shall not be informed of any disciplinary actions against the alleged harasser.

g. Regardless of whether a complaint has been substantiated, relevant staff, including the General Counsel, are authorized to work together to advise the Director or deciding official as to whether to recommend or implement personnel actions or management procedures to reduce the possibility of reoccurrence of any inappropriate behavior or behavior that poses risks for the District. Any meetings among the General Counsel, human resources staff, and agency management shall endeavor to preserve the confidentiality of the complaint generating the meeting or consultation to the greatest extent possible.

4. Communicating the Order: Orientation, Pledges, Training, and Notifications

a. The personnel authority shall circulate this Order to all new hires during their orientation, shall give each new hire time to read a summary of the Order during orientation, and shall obtain a signed verification that the new employee has read the summary and pledges not to engage in sexual harassment or any other conduct that violates the rules prohibiting sexually harassing behavior, certain dating, romantic, or sexual relationships, and requiring disclosure of certain relationships. Agencies with supplemental orders relating to sexual harassment shall provide those orders, too, to onboarding employees.

b. When individual contractors are working inside an agency in a manner akin to a District Government employee, the agency or the supervising contractor shall obtain signatures from individuals during onboarding orientations affirming their agreement to abide by this Order.

c. New employees shall take a course on sexual harassment as part of the on-boarding process and in no event more than fourteen (14) days after being on-boarded. Agencies shall by December 11, 2023

circulate this Order to all current employees.

d. Agencies shall follow up to provide delivery to difficult-to-reach employees, including employees on leave and work-related travel. Agencies are responsible for confirming that each employee has received this Order by email, verification through Peoplesoft, or return of a signed copy.

e. By December 11, 2023, each agency shall email the names of the agency's primary and alternate SHOs to all its employees and shall send reminders or updates of who the agency's SHOs are at least annually to agency employees.

f. Each agency shall prominently post notices in conspicuous locations accessible and used by a substantial number of agency employees, identifying the agency SHO and Alternate SHO, how to report sexual harassment, and that sexual harassment investigations are to be kept confidential to the greatest possible extent consistent with their investigation and resolution. Agencies shall post the notices no later than thirty (30) days after receipt of the template notice from the Office of Human Rights required by Section V.K. of this Order.

g. Agencies shall take a digital photograph of each posting and transmit it to the SHO program coordinator at DCHR with a description of the location at the time of each posting.

h. Individuals and entities entering into contract or grant agreements with the District Government must affirm that they will abide by the D.C. Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR § 1100 et seq.

i. District agencies drafting contracts and grants shall require such affirmations as part of the contract or grant agreement.

E. Employee Responsibility to Participate in Agency Investigations

1. District Government employees are required to cooperate fully in a SHO or independent investigation of a workplace sexual harassment complaint.

2. If an employee who alleges sexual harassment or is believed to have been the victim of sexual harassment declines to assist and/or participate in the investigation of the allegation, or requests the agency not conduct an investigation, the agency may on its own initiative investigate or refer the matter for investigation.

3. Employees who were not themselves victimized, who, after a direct request by the SHO or other investigator, decline to participate in a sexual harassment investigation, may be subject to disciplinary action.

4. Any consideration of whether to recommend disciplinary action for failure to cooperate in an investigation on the part of an alleged victim requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

F. Discipline for Making False Statements or Representations

1. Making materially false statements, and misrepresentation, falsification or concealment of material facts or records in an investigation of allegations of sexual harassment is conduct warranting disciplinary action, up to and including termination.

2. Consideration of whether to recommend disciplinary action against an employee who is also the alleged victim of sexual harassment requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

G. Discipline after a Finding of Sexual Misconduct or Harassment

The agency shall recommend appropriate disciplinary action, such as described in Section 1607.2(k) of the District Personnel Manual, 6B DCMR § 1607.2(k), up to and including termination of any employee found to have engaged

in sexual misconduct or sexual harassment as defined in Section III of this Order.

H. Rights of the Alleged Harasser

Persons accused of sexual harassment deserve the full protections afforded to them under the law in administrative matters, including, but not limited to, the right to respond to allegations of sexual harassment; to counsel and representation, including a union representative or other representative of their choosing, and including the presumption of innocence, unless and until there is a finding of harassment after an investigation by the agency or where appropriate, OHR. The right to counsel does not include the right to have counsel paid for by the government.

I. DCHR Responsibilities

1. DCHR shall quarterly reach out to all designated primary and alternate SHOs to confirm that they continue to serve in those roles. If DCHR is unable to reach a designated SHO or to confirm that the individual still serves as the agency's primary or alternate SHO, DCHR shall work with the agency to identify a new primary or alternate SHO for the agency. DCHR shall post a list of agency SHOs on its website and update it as necessary.

2. DCHR shall develop reporting forms for disclosure of dating, romantic, and sexual relationships and for applications for waivers of the prohibition on relationships in the chain of command.

3. DCHR shall work with agencies to verify that all employees have completed the annual training on sexual harassment required by Section V.A.1.e. of this Order.

4. DCHR, working with the Office of the Chief Technology Officer, shall create a means through Peoplesoft for employees to acknowledge their receipt of the Order and agreement to comply with its provisions.

5. DCHR, in consultation with OHR, shall review, update, and provide training materials for agency SHOs, including training on investigative techniques.

6. DCHR shall establish qualification standards for SHOs and verify each SHO's qualification to serve as a SHO.

7. DCHR, in consultation with OHR and the Sexual Harassment Task Force, shall create and disseminate training and collateral materials on this Order, the sexual harassment provisions of the D.C. Human Rights Act, and other sexual harassment law and policy, to all agencies under the direct authority of the Mayor and to such independent agencies as may request access to DCHR materials. The training and collateral materials should be tailored to employees in various roles, such as senior officials, managers, attorneys, human resources personnel, and new or existing employees, and should take into account that many District Government employees work primarily in the community and may not have regular access to computer-based training modules.

J. Office of Human Rights (OHR)

1. OHR shall develop training for EEO officers on the standards of the D.C. Human Rights Act, including the changes made by the Human Rights Enhancement Amendment Act of 2022.

2. OHR shall provide consultative services to DCHR and the Sexual Harassment Task Force in creating and disseminating training and collateral materials on this Order, the sexual harassment provisions of the D.C. Human Rights Act, and other sexual harassment law and policy, to all agencies.

3. OHR shall provide a template notice to agencies for agencies to post where the agencies can fill in the name of their SHO and alternate SHO and providing basic information on the prohibition against sexual harassment, how to report, and confidentiality, pursuant to Section V.E.4.d. of this Order.

VI. PROHIBITION AGAINST RETALIATION

A. Retaliation Prohibited

Retaliating against a District Government employee for reporting or filing a claim of sexual harassment, assisting another person in reporting or asserting a claim of sexual harassment, opposing sexual harassment, acting as a witness in a sexual harassment investigation, refusing to follow orders that would result in sexual harassment, intervening to protect others from sexual harassment or advances, or challenging an allegation of sexual harassment, is strictly prohibited. Employees shall not be penalized as a result of their assertion of their rights under the D.C. Human Rights Act or providing truthful information in connection with an investigation (whether on behalf of a complainant or a respondent). Retaliatory behavior may include, but is not limited to, unwarranted reprimands, unfairly downgrading personnel evaluations, transfers to less desirable positions, verbal, or physical abuse, and altered and more inconvenient work schedules. Employees found to have engaged in retaliatory behavior shall be recommended for appropriate disciplinary action, up to and including termination.

B. Process for Alleging Retaliation

Claims of retaliation are generally beyond the scope of the investigatory authority of agency SHOs because SHOs may not be trained in assessing the legality or validity of managerial decisions such as evaluations and assignments and investigations into retaliation would be difficult to conduct in the rapid timeframe set forth in this Order. Employees who believe they have been retaliated against must file a complaint with an EEO Counselor within one hundred and eighty (180) days of the alleged retaliation and subsequently file a complaint with OHR within fifteen (15) days of receipt of the Exit Letter if the employee is not satisfied with the outcome of EEO counseling.

VII. LIMITS

Lodging a complaint regarding sexual harassment does not shield an employee from all discipline or discharge. Agencies may discipline or separate a complainant if the agency is motivated by non-retaliatory and non-discriminatory reasons that would otherwise result in such discipline or separation.

VIII. CONFIDENTIALITY

A. Protecting confidentiality is critical to encouraging victims of sexual harassment to come forth and share their stories. It encourages witness cooperation and protects the reputations of those involved. For those reasons, SHO investigations should be kept confidential.

B. Confidentiality is not absolute. SHOs must disclose information to the alleged harasser for the alleged harasser to have a full and fair opportunity to respond. SHOs may have to disclose information to witnesses to gather more information from them. SHOs must keep agency General Counsels updated for reporting purposes and for investigation support purposes. SHOs also may have to disclose criminal conduct or threats to law enforcement. SHOs should not make pledges of total confidentiality.

C. Investigative reports are confidential, highly private, and deliberative and shall not be released without a court order. Neither the complainant nor the alleged harasser shall be provided with a copy of the investigative report.

D. SHOs, the agency, and MOLC shall take all reasonable steps to ensure that no information contained in the complaint file is disseminated except in furtherance of the investigation; for entry into E-risk or another risk management system; to assist in resolution of the allegations; as necessary for execution of any consequences stemming from the investigation; when lawfully released; or when required by court order.

IX. TIMELY FILING AND STATUTE OF LIMITATIONS

Complaints of sexual harassment shall be reported as promptly as possible. Agencies should investigate alleged acts of sexual harassment beyond the legal statute of limitations, or deadlines otherwise provided by regulation or collective bargaining agreement, taking into consideration the sensitive nature of the alleged offense, the pressure the complainant may have felt not to report the conduct, when the victim became aware of behavior that was not immediately apparent, or a pattern of harassing behavior that developed over time. Some remedies or sanctions may be unavailable due to delays in filing, but even delayed investigations may yield information to the agency in its ongoing efforts to prevent and remediate sexual harassment or may add to the credibility of similar, future allegations should a pattern emerge of allegations against a particular person or practice.

X. RECORDS

A. Agencies shall maintain records of complaints and investigations conducted for three (3) years from the date of the complaint.

B. For each fiscal year, each agency shall track how many complaints of sexual harassment were made by the agency's employees; were made about its agency employees by customers/clients of the agency; grantees or contractors of the agency, and how many complaints were made of sexual harassment of the agency's employees by customers/clients, grantees or contractors, or members of the public during the agency's duties.

C. In addition to the number of complaints, agencies shall track how many matters were investigated; were resolved by mediation; were substantiated; were deemed unsubstantiated; resulted in administrative or disciplinary action against one or more individuals determined to have violated this Order or sexually harassed the complainant; have resulted in legal action; have resulted in a settlement (including the amount of any financial settlement); and how many are pending. Pursuant to the Sexual Harassment Data Collection Act, annual fiscal year data required to be produced under D.C. Official Code § 1-546.02 shall be transmitted to the Office of Human Rights on or before October 15 of each year.

D. Centralized reporting, however, should be ongoing, and agencies are directed to submit such interim, monthly, or quarterly reports as may be requested by DCHR, the MOLC, OHR, or the Sexual Harassment Task Force, and to enter incidents into E-Risk as directed.

E. Any warnings to an employee(s) to halt a particular type of behavior – whether generally or as to a particular employee(s) – shall be recorded and transmitted to the agency's human resource office and to the Mayor's Office of Legal Counsel. In the context of addressing complaints of sexual harassment, any other interventions made for an employee, customer/client, grantee or contractor shall also be recorded, whether or not they arose from an informal counseling session, a complaint of sexual harassment, a complaint regarding behavior in a dating, romantic, or sexual relationship, anonymous report, or any other means.

XI. CONCURRENT REMEDIES AND JURISDICTION

A. Non-Exclusivity of Remedies

This policy is intended to supplement or be an alternative to other processes that allow persons to complain of sexual harassment. The procedures established by this Order are separate and distinct from other options persons with grievances relating to sexual harassment may have, through the Office of Human Rights, the Equal Employment Opportunity Commission, any grievance procedure available under their collective bargaining agreement, ethics complaint and investigation processes administered by the Board of Ethics and Government Accountability, or any other statutory or regulatory complaint process. Filing a complaint under this Order does not stay or delay any filing deadlines in any other forum.

B. Filing a Formal Complaint with the Office of Human Rights

In addition to pursuing action within the agency, an alleged victim of sexual harassment, or a person acting on the victim's behalf with or without the victim's consent, may report a sexual harassment claim within one year of the alleged harassment or its discovery to OHR using its Intake Questionnaire Form. EEO counseling is not required prior to the filing of a complaint with OHR.

C. Filing a Complaint with the Equal Employment Opportunity Commission

Some complaints may fall within the jurisdiction of the federal Equal Employment Opportunity Commission.

D. Relationship and Remedies under Negotiated Grievance Claims

Filing a report or complaint under this policy does not satisfy the requirements for filing a negotiated grievance and obtaining remedies under a collective bargaining agreement, nor does the complaint under this Order delay the

time limits for initiating such a procedure. To pursue a negotiated grievance claim, the employee should file a grievance in accordance with the provisions of the applicable collective bargaining agreement.

E. Criminal Remedies and Referrals

1. Where there is an allegation of criminal misconduct, including for example, sexual assault, kidnapping, stalking, or a threat to do bodily harm, the agency may, after consulting its General Counsel, place the victim and/or the alleged harasser on administrative leave with pay pending final administrative resolution of the complaint or any criminal proceeding.

2. The complainant at his or her choice may report the alleged criminal violation to a law enforcement agency, including the Metropolitan Police Department ("MPD"). Where a criminal violation occurred, the agency shall recommend discipline of the perpetrator up to, and including, termination.

3. While it is generally the alleged victim's decision to report sexual harassment offenses for possible criminal prosecution, if during an investigation the agency uncovers evidence of ongoing crimes (such as sexual extortion of beneficiaries of government services) or criminal activity collateral to or extending beyond the reported allegations of sexual harassment, such as gun-related offenses, the agency shall notify law enforcement.

F. Crime Victim Hotline

The agency shall also remind complainants of sexual assault or other possible crimes of the existence of the DC Victim Hotline. The hotline, 1-844-443-5732, is available 24/7 by telephone, text, or online chat to seamlessly connect victims of crime to free resources to help them navigate the physical, financial, legal, and emotional repercussions of crime. Through the hotline, victims may be matched with an advocate who can help them decide whether to pursue a matter through the criminal justice process.

G. Courts of Law

This Mayor's Order is directed towards preventing and remedying sexual harassment in District Government operations and it does not preclude complainants from obtaining counsel and pursuing any remedies they may have in courts of law. The options discussed in this Order do not constitute legal advice; deadlines for filing, procedures, and substantive offenses or remedies may change over time.

XII. APPLICABILITY OF PERSONNEL RULES

Any proposed personnel action instituted under this Order is subject to the regulations set forth in the District of Columbia Personnel Manual at Title 6B of the District of Columbia Municipal Regulations.

XIII. SEXUAL HARASSMENT TASK FORCE

A. There is hereby established the Sexual Harassment Task Force as an internal task force comprised of representatives of the Office of Human Rights, the Mayor's Office of General Counsel, the Department of Human Resources, the Assistant City Administrator, and the Mayor's Office of Legal Counsel, as designated by the head of each office, and such other individuals as these members may invite to serve as additional members of the task force. The task force shall meet from time to time to develop and advise on trainings, make recommendations about needed policies, review draft regulations, and otherwise take action or recommend measures to fulfill the intent of this Order: including to reduce the incidence of sexual harassment, train employees on what to do when faced with inappropriate workplace conduct, including harassment, and provide additional, effective procedures for addressing inappropriate conduct of a sexual nature. The task force may invite experts and other individuals to participate in the meetings and deliberations of the task force.

B. The Sexual Harassment Task Force shall, no later than May 1, 2024, make recommendations in the following areas and shall provide such recommendations to the appropriate agencies with authority to carry out the

recommendations or make final decisions regarding them. The recommendations need not be in the form of a report and may remain deliberative discussion items until finalized and accepted:

1. Communications to District Government employees about the District's sexual harassment policies;

2. Updates to required trainings for SHOs and agency General Counsels;

3. Recommendations for building a workplace free from sexual harassment;

4. Any recommended adjustments to prohibitions and disclosures regarding dating, romantic, and sexual relationships; and

5. The performance and progress by the agencies named in this Order in completing the responsibilities assigned to them.

XIV. SUPERSESSION

This Order supersedes Mayor's Order 2017-313 and any other provision of a previous Mayor's Order or practice pursuant to that Mayor's Order, to the extent of any inconsistency.

XV. EFFECTIVE DATE: This Order shall become effective November 10, 2023.

_____

MURIEL BOWSER

MAYOR

ATTEST: _____

KIMBERLY A. BASSETT

SECRETARY OF STATE OF THE DISTRICT OF COLUMBIA

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Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director	CG	10/9/2025
2. Chris Earley, Deputy Director	CE	10/8/25
3. Julia Wiley, General Counsel	JW	10/7/25
4. Bill Winston, Associate Director of Community Services	WW	9/30/2025
5. Ernest Merchant, Program Analyst	EM	9/25/25
6.		

SUBJECT: ULS - Housing Services

Director's Comments:

Action							
APPROVAL ☒	CIRCULATE ☐	CORRECTION ☐	FILE ☐	FYI ☐	INVITATION ☐	MEETING ☐	SIGNATURE ☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- University Legal Services, Inc. NBAP FY26 Housing Services $1,576,00.00 Grant 2025-12

Originating Office

FROM: E. Merchant	TELEPHONE NUMBER:
DATE: 9/25/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE: OFFICE OF THE DIRECTOR OCT 9 '25 AM9:10

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

REV 1.0 10/25/23

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

OCT 09 2025

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Ernest Merchant
Program Analyst

Date: September 25, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME: **University Legal Services**

ACTIVITIES FUNDED: **Housing Services**

GRANT AMOUNT: **$1,576,000.00**

ATTACHMENTS:

FY25 Executed Grant Agreement #2025-12
FY26 Grant Modification Agreement #2025-12
Statement of Work
Budget
Workplan
Signed CDBG Compliance Checklist Board Resolution
Opinion of Counsel
Certificate of Good Standing Proof of Insurance

DHCD Contract No. 2025-12
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

MODIFICATION OF GRANT AGREEMENT
BY AND BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
AND
UNIVERSITY LEGAL SERVICES INC.

This Modification of Grant Agreement (the **"Modification"**) is entered into as of the 9 day of October 2025, (**"Effective Date"**), by and between the **District of Columbia**, a municipal corporation (hereinafter sometimes referred to as the **"District"**), acting by and through the District of Columbia Department of Housing and Community Development (hereinafter referred to as the **"Grantor"** or **"DHCD"**), and **University Legal Services Inc.** [Entity Identifier NUHRJ8ZMKLN8], a non-profit corporation organized and existing under the laws of the District of Columbia, (hereinafter sometimes referred to as the **"Grantee"**) with its principal place of business at 220 I St NE Ste 130, Washington, DC 20002. The Grantor and Grantee shall be together referred to as the "Parties."

RECITALS:

1. DHCD, with offices at 1909 Martin Luther King, Jr. Avenue, SE, Washington, DC, 20020, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program pursuant to the District of Columbia Community Development Act of 1975 (D.C. Official Code § 6-1001 *et seq.*) and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Parties entered into a Grant Agreement (DHCD Contract No. 2025-12) **("Grant Agreement or "Agreement")** effective on February 1, 2025, that memorialized a funding award to Grantee derived from the District's Community Development Block Grant Program ("CDBG") Grant allocation for the purpose of providing a range of HUD housing counseling services that benefit low and moderate-income persons in the District of Columbia for the period from February 1, 2025 through December 31, 2025. (**"Grant Term"**). The Grant Agreement is attached hereto as ***Exhibit A*** and incorporated herein.

3. Section III.C. of the Grant Agreement included an erroneous statement regarding immigration status of Grant services beneficiaries.

4. Pursuant to Section XXII. of the Agreement, the Parties desire to amend the Agreement to correct that erroneous statement and for other purposes.

NOW, THEREFORE, in consideration of the mutual agreements of the Parties set forth herein, the Parties hereby agree as follows:

1. The above recitals are hereby incorporated and made a part of this Amendment.

2. Capitalized terms used in this Amendment that are not defined herein shall have the meanings given to such terms in the Grant Agreement.

3. **Section III. Grant Award Subsection C. Paragraph 1**
The second sentence, to include footnote 5 for a Housing Counseling Services Grant or footnote 7 for a Small Business Services Grant is deleted. **This change is retroactive to the Grant Effective Date.**

4. **Section IV. Grant Term and Periods of Performance**
The Grant term and Periods of Performance are revised. The text in the first paragraph of Section IV. is deleted and replaced with the following text:

*The term of this Agreement shall commence on the Effective Date and continue through September 30, 2026 (**"Grant Term"** or **"Term"**). There are two Performance Periods during this Term. The first Performance Period begins on the Effective Date and ends on September 30, 2025. The second Performance Period begins on October 1, 2025, and ends on September 30, 2026.*

5. **Section III. Grant Award** is amended to add a new subsection B. to read as follows:

*B. The Grant Award is amended to authorize a budget for Grant services to be provided during the Performance Period that begins October 1, 2025, and ends on September 30, 2026. (**"FY 2026 or FY 26"**). Total Grant authority in FY 26 shall not exceed **One Million Five Hundred Seventy-Six Dollars and No Cents [$1,576,000.]**.*

The FY 2026 Grant funding is allocated as follows:

Sources and Uses of Funds:

Public Service ("PS") [CDBG EN]	*$ 125,179.*
Non-Public Service ("NPS") [CDBG EN]	*$ 450,131.*
NRSAs Ward 7 and Ward 8 [CDBG EN]	*$1,000,690.*
TOTAL CDBG [EN]	*$1,576,000.*
TOTAL AWARD [All Sources]	*$1,576,000.*

Notwithstanding the designated source of funds, the Grantor reserves the right to provide funding from another source(s). In all cases, applicable Federal and District laws and regulations shall apply regardless of the source.

The FY 26 funds will be used to fund a range of services which HUD has defined as (insert one of the following)

- ***Housing Counseling Services: Public Services and Non-Public Services provided by a HUD Approved Counseling Agency ("HCA").***

The specific Grant activities are described in ***Exhibit B*** *attached hereto, which includes:*
(a) the Statement of Work,
(b) The Grantor approved Workplan

(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as ***Exhibit C****. and incorporated herein. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.*

6. The Parties agree that this Modification does not otherwise affect or impair their obligations under the Grant Agreement, and all terms, conditions and obligations of the Grant Agreement, not amended herein, shall continue in full force and effect as prescribed in the Grant Agreement.

7. This Modification shall be binding upon and inure to the benefit of the Parties to this Agreement and to their successors and assigns and continue so long as the Grant Agreement is effective.

8. Grantor and Grantee agree that if any of the terms and conditions contained herein shall contradict any of the terms and conditions in the Grant Agreement, the terms and conditions contained herein shall prevail.

IN WITNESS WHEREOF, the Parties have executed this Modification by and through their duly constituted and authorized officers and agents on the day and year first hereinabove written.

[Signature pages follow]

GRANTOR SIGNATURE PAGE

DISTRICT OF COLUMBIA, a municipal corporation acting by and through the Department of Housing and Community Development

By: _____
Colleen Green
Director

10/9/2025
Date

Legal Review:

By: Julia H Wiley
Office of the General Counsel
Department of Housing
and Community Development

Date: 10/7/25

DHCD Contract No. 2025-12
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

GRANTEE SIGNATURE PAGE

UNIVERSITY LEGAL SERVICES INC.
a District of Columbia nonprofit corporation

By: Jane Brown
Jane M. Brown , Esq.
Executive Director

10/10/25
Date

DHCD Contract No. 2025-12
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT A

FY 2025 Grant Agreement

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director		3/17/25
2. Chris Earley, Deputy Director	for CG	3/14/25
3. Julia Wiley, General Counsel	JW	3/14/25
4. Bill Winston, Associate Director of Community Services	JWLW	3/13/25
5. Ernest Merchant, Program Analyst	EM	3/13/25
6.		

SUBJECT:

Director's Comments:

Action

APPROVAL	CIRCULATE	CORRECTION	FILE	FYI	INVITATION	MEETING	SIGNATURE
☒	☐	☐	☐	☐	☐	☐	☒

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ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- University Legal Services, Inc.- NBAP FY25 Housing Services $1,047,859.90 Grant 2025-12

Originating Office

FROM:E. Merchant	TELEPHONE NUMBER:
DATE:3/13/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE: OFFICE OF THE DIRECTO MAR 17 '25 PM2:40

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

MAR 17 2025

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Ernest Merchant
Program Analyst

Date: March 13, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**University Legal Services**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$1,047,859.90**
ATTACHMENTS:	**FY25 Grant Agreement #2025-12** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

DISTRICT OF COLUMBIA.

COMMUNITY SERVICES
HOUSING COUNSELING SERVICES

GRANT AGREEMENT

BY AND BETWEEN
THE DISTRICT OF COLUMBIA
AND

UNIVERSITY LEGAL SERVICES INC.

This Grant Agreement ("Grant" or "Agreement"), is made effective as of March 14, 2025, ("Effective Date"), by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the D.C. Department of Housing and Community Development (hereinafter referred to as "Department," "DHCD" or "Grantor") and University Legals Servcies, a District of Columbia non-profit corporation Grantee [DUNS No. Unique Entity Identifier (UEI) NUHRJ8ZMKLN8] (hereinafter referred to as "Grantee") with its principal place of business at 220 I St NE Ste 130 Washington DC 20002. Grantor and Grantee shall be collectively referred to herein as the "Parties."

RECITALS

1. The Department with offices at 1909 Martin Luther King Jr Avenue SE, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975, D.C. Official Code§ 6-1001 *et seq.*, and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Department is authorized to fund community based non-profit organizations that provide housing counseling services for low- and moderate-income persons.

3. On June 7, 2024, the Department published a Notice of Funding Availability ("NOFA") in the D.C. Register, which announced the forthcoming issuance of the Fiscal Year

("FY") 2025 Request for Applications ("RFA") for the Neighborhood-Based Activities Housing Counseling Services Program ("HCSP"). The RFA was issued on June 21, 2024, that solicited applicants to provide services to District of Columbia ("District") residents as a part of the Department's HCSP. HCSP includes Public Services ("PS"), and Non-Public Services ("NPS") as defined in Section I herein. U.S. Department of Housing and Urban Development ("HUD") approved counseling agencies employing one or more certified HUD counselors are eligible to provide both PS and NPS services, while organizations which do not have HUD approval status may provide PS services only. The RFA included an opportunity for applicants to provide one or more of seventeen (17) services listed in the RFA. These services include HUD-approved counseling in keeping with 24 CFR 5.100 and related Federal regulations (in 2 CFR Part 200, and 24 CFR Part 214) as well as services related to local DC programs which are administered by the Department. The RFA and the requirements set forth therein are also incorporated by reference herein.

4. The Grantee's RFA application demonstrates that its organization possesses project management, and organizational and administrative capacity to successfully perform as a nonprofit grant subrecipient under the Department's HCSP, and accordingly DHCD has determined to award a grant to the Grantee in FY 2025 ("25" or "2025").

5. The Grantor proposes to fund HCSP grant activities in FY 2025 from its allocation of Community Development Block Grant ("CDBG") funds authorized by Title I of the U.S. Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), 24 CFR Part 570.

6. As a condition precedent to disbursement of the Grant proceeds to Grantee for the sole and exclusive purposes described in Exhibit A (which includes the "Statement of Work" and the approved "Workplan", both attached hereto and made a part hereof), the Department requires that Grantee enter into this Agreement setting forth the terms and conditions of the Grant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are hereby incorporated by reference and made a part hereof.

Section I. Definitions.

A. As used herein, the following terms shall have the meanings indicated:

a) **Fiscal Year**: All references to Fiscal Year(s) ("FY") herein refer to the District Government fiscal year which is October 1st to September 30th
b) **Neighborhood Revitalization Strategy Area** ("NRSA") refers to the HUD approved areas of Wards 7 and 8 which have been designated as strategic areas for revitalization. Services to Ward 7 and Ward 8 regardless of whether Public Service or Non-Public Service, attributed to the NRSA.
c) **Non-Public Services** refers to 24 CFR 5.100 counseling services provided to clients in connection with the purchase of a specific home. All other 24 CFR 5.100 counseling is Public Service.
d) **Public Services** refers to all other services and may include group training and/or one on one counseling.
e) **Performance Periods**: The Performance Period is defined as the start date and end date for which Grant funds are awarded to execute an approved Workplan and Statement of Work in keeping with the RFA for FY 2025. (See Section IV below.)

Section II. Exhibits.

The Exhibits listed below and the terms and conditions of the same are incorporated herein and made a part of this Agreement.

A. Services to be Provided
- Statement of Work
- Section 3 from the FY 25 RFA: Services
- Workplan as approved by the Grantor

B. Budget
- Schedules A (3-1) and A (3-2) for the First Performance Period

C. Required Reporting Forms
- Monthly Performance Report on group trainings/orientations/workshops and one on one counseling (in connection with the Statement of Work and Workplan), as well as reports on DHCD certificates issued, outreach and marketing activities, and upcoming group trainings.
- Quarterly Beneficiary Data and Demographics for each of the following (a) PS, (b) NPS, and (c) NRSA activities.
- Quarterly Language Access Report (Optional)

- Quarterly Banking Report (as applicable)
- Quarterly Procurement Report (as applicable)
- Quarterly Submission of Minutes of Board of Directors Meetings

D Method to determine Client Eligibility for Services
E Budget Modification Form
F Drug Free Workplace Certification
G Service Area Eligibility
H Insurance Requirements
I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Section III. Grant Award

A. The Department shall make a Grant of the District's CDBG Entitlement Grant Federal Award No: B-24-MC-11-0001 ("CDBG Federal Award") to Grantee in an amount not to exceed One Million Forty-Seven Thousand Eight Hundred Fifty Nine Dollars and Ninety Cents ($1,047,859.90) (the "Grant") and is allocated as follows:

Sources and Uses of Funds:

Public Service ("PS") [CDBG EN]	$ 96,459.90
Non-Public Service ("NPS") [CDBG EN]	$ 281,400.00
NRSAs Ward 7 and Ward 8 [CDBG EN]	$ 670,000.00
TOTAL CDBG [EN]	$1,047,859.90

Notwithstanding the source of funds designated above, the Grantor reserves the right to provide funding from another source(s). In all instances, applicable Federal and District laws and regulations shall apply regardless of the funding source. The Grant award shall be used to fund a range of services which HUD has defined as Housing Counseling Services: Public Services and Non-Public Services by a HUD Approved Counseling Agency ("HCA").

The specific Grant activities are described in Exhibit A (attached hereto) which includes
(a) the Statement of Work,
(b) Lines of Services - Section 3.2 of the Request for Applications (RFA), and
(c) The approved Workplan

(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

C. The Grant services will benefit low-and-moderate income persons living in the District of Columbia. In keeping with recent Presidential Executive Orders, Grantees should only use grant funds for US citizens and should maintain such documentation to prove citizenship.[45]

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as Exhibit B. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.

D. The Catalog of Federal Domestic Assistance ("CFDA") number is 14.218.

E. The Uniform Administrative Requirements for Federal Grants are applicable to this grant award and are available online at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1. Also, the Grantee must comply with the Community Development Block Grants regulations 24 CFR part 570 that govern this award and other related HUD regulations, which are incorporated herein by reference.

Section IV. Grant Term and Periods of Performance

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2025. During this term, there are two Performance Periods. The First Performance Period is the Effective Date to September 30, 2025. The Second Performance Period is October 1, 2025, to December 31, 2025.

Funding for each Performance Period is in the sole discretion of the Grantor and requires meeting all due diligence requirements prior to award.

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[45] Examples of such document may include copies of unexpired state issued Real ID identification or driver's license, unexpired US passport or US passport card, active duty Military ID, current Green Card or Naturalization documents with state issued photographic identification.

The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of Grant funds or other Grant assets.

Section V. Statement of Work/CDBG Eligible Activities/Eligible Costs/Business Operations

A. CDBG Eligible Activities

1. Grantee shall use the CDBG Grant proceeds solely to fund Grantor-approved service activities that are intended to provide services and empower low- and moderate- income persons in the District of Columbia to make informed housing choices and achieve their housing goals, whether it's finding affordable rental housing, purchasing a home or obtaining financial assistance for critical home repairs.

The best way to provide this critical information to a client in order to assist them in their decision-making process is to adhere to 24 CFR 5.100[46] [in which a HUD certified counselor conducts (1) intake (2) financial and housing affordability analysis with affordability calculation (3) an action plan and (4) follow-up counseling to implement the action plan and achieve its stated goals].

The Grant services to be provided are described in Exhibit A. This description includes the major tasks, activities and project deliverables to be provided under this Grant. The Grantor reserves the right to alter or change the District of Columbia program requirements including eligibility, services provided, service methodology, service delivery and program goals during the performance period.

The proposed Grant activities are CDBG eligible activities pursuant to 24 CFR 570.201(e).

2. Grantee shall sponsor outreach events that inform the community about the Grant activities and participate in other community events as requested by Grantor.

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[46] 24 CRF 5.100: "Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling."

3. The Grantee must retain records which demonstrate that each activity funded under this Grant is CDBG eligible and document the amount of CDBG funds expended for each activity. This includes the activity itself, the outcomes, and the records concerning beneficiaries in keeping with subsection (B)(2) below receiving services. Any authorizations needed together with beneficiary statistical information should be obtained by the Grantee during intake or registration. HUD does not grant exceptions or authorize the District to make exceptions to this requirement.

B. CDBG National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention of slums or blight; 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. The Grantee certifies that the CDBG-assisted activities to be carried out under this Agreement will meet the National Objective of primarily benefiting low- and moderate-income persons (limited clientele activities) in accordance with Federal and District Requirements. The minimum threshold requires that at least 51% of the households served with CDBG funding must be low- and moderate-income households; provided however, that a Grantee whose application claimed additional scoring points for agreeing to provide Grant services to more than 51% low- and moderate-income beneficiaries, must adhere to the percentage they elected in their application.[47]

In accordance with the Grantee's election in their Application for a grant award and for receiving additional points in scoring, the Grantee has agreed to exceed the minimum requirement and to serve at least 90% low- and moderate-income beneficiaries.

Note: This percentage cannot be decreased as it was used for scoring in a competitive round of funding.

4. The Grantee shall disclose to any client that services are provided free of charge by a Grant funded by DHCD using Federal funds and therefore the Grantee has certain reporting

[47] In responding to the RFA published June 21, 2024, applicants were given the opportunity to receive additional points in scoring for committing to exceed the CDBG minimum threshold to either a 75% minimum or a 90% minimum.

requirements in order to provide the Grant services free of charge. The Grantee shall use appropriate forms to obtain a client authorization, as required, to comply with the terms of this Agreement and to meet HUD reporting requirements,

C. Staffing

Where HUD requires services are to be provided by a Certified HUD Housing Counselor, the Grantee shall comply with that requirement and not permit services reserved to HUD certified counselors to be provided by others.

To the extent applicable, Grantee agrees to secure the services of qualified personnel that are licensed and bonded in the District of Columbia to perform the CDBG Federal Award activities and services listed in Exhibit A.

Any changes in personnel or their general Grant responsibilities as set forth in Exhibit A are subject to the prior written approval of DHCD. In this regard, it is essential that the Grantee immediately report terminations and proposed new hires to the Grantor.

D. Business Operations

1. Grantee shall observe business hours of operation onsite in their service location(s) that align with District Government hours of operation specifically Monday through Friday 9:00 am to 4:30 pm (DC holidays excepted)[48] and shall ensure that sufficient staff are on site at Grantee's place of business to carry out Grant services.

2. During the hours of operations, Grantee shall have live answered telephones for incoming calls. If the Grantee's phone system utilizes an auto-attendant function or voicemail, announced option to the caller must include an option to press a certain key (such as "0" for an Operator) to be connected to a staff person in real time who can answer and field questions, redirect a caller to a staff person who can address a caller's inquiries, or provide registration information. DHCD and other DC agencies such as the Office of the Attorney General may check Grantee's compliance with this requirement from time-to-time.

[48] DC Holidays include New Year's Day, Dr. Martin Luther King, Jr. Holiday, Washington's Birthday, DC Emancipation Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Day.

E. Grantee may offer clients virtual appointments as well as virtual group informational or educational activities, but Grantee shall also provide clients an option for in-person services (including both in-person one on one appointments as well as some in-person group informational or educational activities.) The Grantee shall not refuse in-person services to DC residents.

F. Housing Resource Center (HRC) and Late Night Hours: As required by the RFA, "Applicants selected for the award shall participate (in a regular rotation) in staffing onsite at the Department's Housing Resource Center (HRC). The HRC provides services to DC residents by appointment and walk-ins." The HRC is located in the Grantor's offices at 1909 Martin Luther King Jr Av SE. The HRC coordinator, in conjunction with the Associate Director for Community Services, will develop a schedule in consultation with Grant subrecipients for staffing the HRC on a rotating basis on weekdays.

RFA applicants were awarded additional points in their score by committing to "Extended Office Hours." The options included providing office hours until 7:00 pm at least one (1) day a week in their office location and/or until 7:00 pm at least two (2) days a month in the HRC.

In accordance with the Grantee's selection in their Application for grant award and funding, the Grantee has committed to serve Extended Office Hours Extended Office Hours until 7:00 pm one (1) day a week in their office and one (1) day in the HRC.

Section VI. Disbursement/Required Support Documentation

A. Reasonable, Allowable, Necessary, Allocable

1. Grantee may request reimbursement for actual expenses incurred to provide services and as described in the Grant Budget (A 3-1 and A 3-2). Requests must meet all four criteria: reasonable, necessary, allowable, and allocable. (2 CFR 200.305)
   a. ***Allowable costs.*** Reimbursements are limited to the expenses directly related to activities supported by the grant activities and are subject to the regulations of the Federal and District Governments. Expenses related to activities should be necessary, reasonable, allowable and allocable.
   b. ***Limitations on allowable costs.*** A grantee may not use an indirect cost rate to determine allowable costs under its grant.
   c. **Some *Unallowable costs.*** Expenses that are not allowable include (but are not limited to) sales tax, late fees, debts, tips & gratuities, food, alcohol, controlled substances, cash reserves or investments, money given to individuals (including

donations, grants or loans), contributions to organizations, costs of fundraising, fund development, grant writing, advocacy, lobbying, and purchase of goods or services for personal use or benefit.

2. In addition, Grantee must demonstrate to the reasonable satisfaction of the Grantor that Grant performance milestones have been achieved. All requests for payment of eligible expenses shall be associated with the budget line items specified in Exhibit B (Budget Schedule A (3-1), estimated cost invoices and satisfactory Grant performance.

3. Grantees may not be reimbursed for expenses paid through Cash app or other similar peer-to-peer payment platforms, since such platforms create issues for recordkeeping, auditability, and compliance with grant regulations.

4. The Grantee shall not supplant funds or seek reimbursement for expenses that may be reimbursed by another grant (Federal, District, or private) either prior to or subsequent to reimbursement by the Grantor.

5. The Grantee must have the capacity for bookkeeping and accounting services required to track Grant expenses and create payment requests in keeping with Federal and District requirements, either on staff or by a third-party contractor.

6. The Grantee shall create and submit payment requests in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the Grantee to create and submit invoices by selecting the applicable purchase order number which is listed on the Grantee's profile.

7. All Grantees must be registered in the portal prior to invoice submission. The vendor portal website is **https://cfo.dc.gov./supplier_portal**. Please log onto the portal for further details and instructions. Questions can be submitted to **suppliers@dc.gov**.

B. Form of Submission of Payment Requests

1. The cover sheet to the reimbursement package must be the 30A Form of the Department [RCSD DHCD 306A Revised October 2024]. No other cover sheet is needed. This form should contain the Purchase Order Number, the IDIS Number, and the Partial Payment Number in accordance with Department's guidelines.

Payments requests are contingent upon certification by the Grantee in the following form as contained on the 306A (RCSD DHCD 306A Revised October 2024). The Certification is to be made by the chief executive officer, or the chief financial officer or the chief operations officer if the Governing Board has authorized this officer to act on behalf of the board to sign.

"I certify that all items, quantities and prices of work and material shown in the requisition are correct to the best of my knowledge and belief. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information , or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812." (2 CFR 200.415)

2. Page 2 and Page 3 shall be the Reimbursement Request A 3-1 and A 3-2.

3. Page 4 shall be the Invoice Cover Sheet with:
   a. A unique identifier (e.g. a row number or brief alphanumeric code) shall be assigned by the Grantee to non-personnel invoices and with the same unique identifier marked on each and every supporting document (e.g. receipt, proof of payment, cancelled checks, contracts, scopes of works, services rendered, vendor statement or document, Grantee's notes) submitted. The unique identifier shall be listed on the invoice cover sheet.
   b. Vendor's name
   c. Remittance address
   d. Invoice number
   e. Invoice date
   f. Contract number (also known as Grant Number)
   g. Purchase order number (if any)
   h. Invoice Amount
   i. The Amount which the Grantee is requesting reimbursement
   j. Quantity of goods/services delivered. Deliverables. Shipping and payment terms
   k. Other substantiating documentation that justifies and supports the payment request.

4. Page 4 and subsequent pages as needed shall include the supporting documents for the reimbursement request including signed timesheets, payroll reports, invoices from vendors marked as described above. (See Section E below.)

C. HUD Related Requirements

1. Federal regulations require that reimbursement under the Grant is tied to (a) beneficiary data reporting and (b) program performance. Failure to meet reporting deadlines for performance and/or beneficiary service data will suspend temporarily the processing of Grantee payment requests. Staff unavailability does not waive the requirement to meet reporting deadlines, and Grantee shall ensure that adequate staff are trained or cross-trained to prepare and submit reports timely.

2. The Grantee should be aware that HUD maintains an *Integrated Disbursement and Information System* ("IDIS"), a database in which the Grantor must make reports during the performance period on each Grantee's account. HUD flags subrecipient accounts when reporting is not provided by a deadline. Such a flag shall constitute a default. Multiple flags or failure to meet the conditions for HUD to remove a flag may result in suspension or termination in keeping with Section XII (C) of this Agreement.

D. Schedule for Submission of Reimbursement Requests

1. Requests for reimbursement shall be submitted in a timely manner by the date due. Failure to meet a deadline shall constitute a default.

2. On the 10th day of each month, the Reimbursement Request shall be for the prior month; provided however, the September reimbursement request must be submitted earlier in October on the date specified by the Office of the Chief Financial Officer of the District of Columbia, which is usually between the 5th and 7th day of October. *(Grantee may wish to use other funding sources for the late September payroll to facilitate meeting the deadlines.)*

3. In order to close-out the grant by September 30th, the October request should be the only request submitted in September.

4. The monthly schedule for submission is as follows:

Month	Due Date
March	April 10th
April	May 10th
May	June 10th
June	July 10th
July	August 10th
August	September 10th
September	October 5th or 7th as specified by the DC CFO
October	November 10th
November	December 10th
December	January 10th
January	February10th
February	March 10th

5. As applicable, expenses incurred pursuant to a project commitment in IDIS that has been approved by the Grantor and are otherwise eligible for reimbursement at the Grantor's sole discretion, may be reimbursed, regardless of when those expenses were incurred.

E. Source Documentation

1. All costs and obligations incurred under this Grant Agreement must be supported by source documentation (e.g. invoices, receipts, contracts, canceled checks, etc.). Documentation may also include approved time distribution sheets and certified payroll reports for employees and contracts.

2. The Grantee must satisfy all documentary requirements to the reasonable satisfaction of the Grantor prior to the disbursement of Grant funds.

F. Requirements Applicable to Disbursed Funds/No Escrow

1. Grantee shall not escrow Grant funds. However, nothing shall prohibit the Grantee from supplementing funding for these activities from other sources including other grants, funders or donors.

2. Any cash advances disbursed pursuant to this Agreement must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate

cash requirements of the Grantee in carrying out the purpose of the Grant. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct Grant program or project costs and the proportionate share of any allowable indirect costs.

3. If at any time it is determined that more Grant funds are disbursed to Grantee than what was required by the Grantee's immediate disbursement needs, Grantee shall immediately return to Grantor the excess funds.

4. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations or fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee.

G. The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect cost rate, as further described in Section (C)(4) and Section (C)(5) (Reporting Requirements) below.

H. In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant proceeds within three (3) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant proceeds, unless another date shall be agreed to be the parties in writing. The Grantor reserves the right to recover such losses by any legal remedy available.

Section VII. Budget Modifications

A. Any amendments to the budget (change in the amounts specified in the individual cost categories set forth in Exhibit B). may be approved by the Grant Administrator, so long as the total amount of the budget is not exceeded.

B. Any increase in the total Grant amount must be approved by the Director of the Department. If the change is made at the request of the Grantee, the request shall be in writing dated and shall be submitted on a Budget Modification Form, attached hereto as Exhibit E.

1. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and dated using the appropriate excel format or the appropriate online portal if available.

2. The Grantee shall make modification requests by June 1st, to allow sufficient time for processing prior to the start of the fourth quarter of the fiscal year. No more than two modifications may be required in the performance period. Requests for modification to the budget shall not be approved after June 1, 2025, except for extenuating circumstances specified in writing, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion.

3. The Department will not approve reprogramming of personnel funds for positions not filled in compliance with this Agreement and Grantee's personnel policies submitted to Grantor. If at any time DHCD requires a more detailed budget breakdown than the one contained herein, the Grantee shall provide such supplemental budget information in a timely fashion and in the form and content prescribed by DHCD.

Section VIII. Conditions Precedent to Grant Closing and Grant Disbursement

Grant closing shall mean the date on which Grantee has satisfied all conditions precedent to execution to the satisfaction of the Grantor, at which time both parties have executed and delivered the Grant Agreement. No Grant proceeds shall be disbursed prior to Grant closing.

The following conditions must be met prior to Grant closing:

A. Eligibility Determination. Determination by the Grantor that Grantee's proposed Grant activities meet eligibility and national objective requirements specified by the CDBG Program regulations at 24 CFR §§ 570.200 through 570.209. Grantor has determined that the proposed Grant activities are eligible for CDBG Program funding pursuant to 24 CFR 570.201(e) (provide housing counseling services to low- to moderate-income households).

B. Environmental Clearance. Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historic preservation reviews, and HUD has issued an approval of the release of funds.

C. Due Diligence Submissions. The following items must be delivered to DHCD for approval prior to Grant execution and Grant closing:

1. Articles of Incorporation, organizational by-laws and certification of nonprofit status.
2. Board/Corporate Resolution, memorializing
   a. the Grantee's intent to enter into this Agreement
   b. identifying the total Grant amount of the award
   c. identifying the Grant Number
   d. identifying the funding source(s) of the award, and
   e. identifying the authorized person by name and title who is authorized to sign on behalf of the corporation to enter into this Agreement.
3. Certificate of Good Standing
   a. issued by the DC Department of Licensing and Consumer Protection (DLCP)
   b. certified within 6 months of the Effective Date of this Agreement.
4. Certificate of Clean Hands
   a. issued by the DC Office of Tax and Revenue (OTR)
   b. certified within 90 days of this Agreement.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia to carry out the Grant activities.
6. Evidence that Grantee has obtained insurance, as provided in Exhibit H. If the renewal period for any insurance requirement occurs during the Grant performance period, the Grantee is required to submit to the Grantor evidence (Certificate Of Insurance) of insurance renewal to cover the remaining Grant performance period.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Effective Date.
8. An Affirmative Action Plan ("AAP") must be submitted by the Grantee for review and approval by the District prior to Grant execution and the disbursement of any Grant proceeds. The AAP shall be in a form to be determined by the District and must detail the Grantee's efforts to comply with the District's goals for achieving equal employment in District government contracts and set forth specific standards for the utilization of minorities in all job categories, as required by Mayor's Order 85-85 and District law.
9. Drug-free Workplace Certification (Exhibit F).
10. Debarment affidavit and verification confirming that Grantee is not debarred or suspended or otherwise excluded from or ineligible for participation in federal or District assistance programs under Executive Order 12549 or District law.

D. Opinion of Counsel. Grantee shall submit a written opinion of the Grantee's attorney, which states that the attorney has read the Grant documents and that the Grantee:

- Is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary.
- Has the full authority and legal right to carry out the terms of this Grant Agreement and all documentation required hereunder to be executed by Grantee; and
- Has taken all actions to authorize the execution, delivery and performance of this Grant Agreement and any documents required to be executed in connection with the Grant according to their respective terms

The Opinion shall further state that none of the aforesaid actions, undertakings or agreements violate any restriction, term, condition or provision of the Grantee's organizational documents or any contract or agreement to which Grantee is a party or by which it is bound. The Opinion must identify the Grant Agreement by name and Grant number, and the counsel must specifically identify the documents upon which the Opinion is based.

E. Current on District Obligations. Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant, including all local taxes and charges affecting Grantee's business.

F. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Proceeds, including, but not limited to the Council of the District of Columbia and the Chief Financial Officer of the District of Columbia.

G. Clearance Approval issued by the DHCD Office of Program Monitoring.

Section IX. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. The Grantee shall cure all report deficiencies identified by the Department and resubmit for approval by the Grantor within 14 calendar days of the notification. The requirements of monthly and quarterly reports [VII.(A) and (B) are in Exhibit C.]

A. Monthly Reporting

Monthly Performance Reporting. The Grantee shall use the online reporting portal provided by the Grantor and shall provide a complete performance report by the 10th day of each month reporting on Grant activities, accomplishments and performance of the prior month. Failure to submit the report by the tenth day of the month following the end of each

month shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

B. Quarterly Reporting

On the 10th day of January, April, July, and October, the following quarterly reports for the previous three months shall be due and provided by the Grantee in the form and method required by Grantor:

1. Quarterly Report on **Beneficiary Data and Demographics** (separate reports for PS, NPS and NRSA).

2. **Banking Report** (as applicable)

3. **Non-expendable Equipment Inventory Report** (as applicable) (the purchase or lease of non-expandable equipment). The purchase of all computer equipment must have prior approval from the Department.

4. **Procurement Report** (as applicable).

5. Copies of the **Minutes of the Board of Directors** meetings, which took place during the previous quarter; and

6. **Language Access Report** (optional) - If services are provided in languages other than English, we encourage a language access report to be made.

Failure to submit any or all Quarterly Reports by the tenth day of the month following the end of a quarter shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

C. Additional Report Requirements

The following reports are due to the Department within the timeframes indicated below. If these documents were previously submitted, they must be updated and resubmitted.

1. Fringe Benefits Report

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects funded from the proceeds of this Grant shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefits rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the change. The report shall be submitted to DHCD within fifteen (15) days of Grant execution.

The fringe benefits rate for any personnel costs funded by this Grant shall not exceed 20% of the base salary rate indicated in Schedule A Form A (3-2) of the budget (Exhibit B).

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to the date of the Offer Letter.

All personnel costs approved under this Grant Agreement must be filled within ninety (90) days of Grant execution or within ninety (90) days of the vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than ninety (90) days, whether intermittent or consecutive, at any time during the Grant period may result in the loss of funds for the position.

Grantee must submit transcripts of training or continuing education for individual staff and counselors to the Grantor.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with CDBG funds, in accordance with the requirements specified in 2 CFR Part 200 (Exhibit D). The property inventory list must include, at a minimum, a short

description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

a. The Grantee shall submit a budget and Cost Allocation Plan showing its direct and indirect costs and the allocation of such costs to the Grantee's activities, including the administration of the activities and services provided under this Agreement. The plan must show all allowable and unallowable costs and how such costs are included in the direct and indirect costs in accordance with 2 CFR Part 200.

b. A current Cost Allocation Plan must be submitted no later than thirty (30) days following Grant execution.

c. The Cost Allocation Plan must include all sources of funding for the Grantee, including this, Grant and to which program/cost centers each source has been applied using the Grantee's chart of accounts (referencing individual budgetary line items).

The Grantee must provide:

i. the total amount of funding from each funding source,
ii. the total staff employed by the Grantee, regardless of funding source, staff allocation per grant/program and the estimated percentage of time spent per grant program.

d. As required by HUD, the Cost Allocation Plan is subject to approval by the Grantor. The Grantee shall cure any defects or omissions in the Cost Allocation Plan within 60 calendar days of the notice to cure.

e. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. The waiver request must detail the reasons for the waiver request and include a copy of the relevant audited financial statements.

f. Claims for reimbursement of documented Grant expenses shall comply with 2 CFR Part 200 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.

5. Indirect Cost Rates

a. Grantees may request reimbursement for indirect costs based on their Cost Allocation Plan. The Cost of Allocation Plan must be reviewed and approved by the Grantor. The Grantee is required to keep records of the expenses charged to the Indirect Cost Rate for monitoring and close-out.

Grantees with Indirect Cost Rates are required to use their indirect cost rate. Grantees with provisional rates must demonstrate the rate is not expired or that it is currently used by a Federal Agency in awarding Federal funds to the Grantee during the current Fiscal Year. Other Grantees may use the Federal *de minimis rate* of 15%. In either case (*De Minimis rate* or Federally Approved rate), Grantee shall maintain records (available during monitoring, or close-out or upon request) indicating which costs in the cost allocation plan and the dollar amount have been attributed to the Indirect Cost.)

Indirect cost rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with supporting documentation. DHCD will not make adjustments to indirect cost rates after June 1st.

The Grantor does not issue or award Indirect Cost Rates.

Grantees who wish to obtain a Federally authorized Indirect Cost Rate are encouraged to contact the "Cognizant Agency" which is the US Department of Health and Human Services.

b. For all personnel costs funded under this Agreement, Grantee must maintain documentation for use of indirect cost funding and provide the same when requested for verification of expenditures in keeping with the approved cost allocation plan, including, but not limited to cancelled checks, employee signed and supervisory approved employee time sheets, invoices and bank records.

c. Expenses charged to an indirect cost rate must be accompanied by and cross-referenced to and reconciled with an independent audited financial statement, which accounts for all (grant funded and non-grant funded) activities by the Grantee during the fiscal year in which the indirect cost rate is based.

6. Organizational Audit

Grantee must submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year.

Note to All Grantees: All Grantees must ensure their financial records are available for review or audit by appropriate officials of the Federal Government and the District Government.

7. Auditor's Management Letter.

Grantee shall submit an auditor's Management Letter to the Grantor at the time it submits the annual audit.

8. Procurement Policy. Accounting Policies and Procedures. and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution, the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of the Grant. These policies and procedures shall be in accordance with the requirements of 2 CFR Part 200. The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

If the Grantee has previously submitted these documents, and the documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a certified statement (the "Re-certification Letter") to the Grant Administrator indicating when the most current document was submitted to the District and certifying that no changes to these policies and procedures have since been made.

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D. Summary of Report Deliverables and Receipt Due Dates:

	Report	Receipt Due Date
1	Monthly Performance Report	No later than the 10th day of each month
2	Quarterly Beneficiary Data	No later than January 10th, April 10th, July 10th and October 10th – a separate report for each use: PS-NPS-NRSA
3	Language Access Report (Optional)	No later than January 10th, April 10th, July 10th and October 10th
4	Fringe Benefits Report	Within 15 days of Grant execution
5	New Hires/New Employees Information (Job Description & Resume) HUD certificate if certified counselor	10 Days prior to the Offer Letter of Employment being sent to the candidate
6	Notice of Vacant Position	Within 10 days following the vacancy
7	Non-expendable Equipment Report	Within 15 days of Grant execution and quarterly thereafter
8	Procurement Policies and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
9	Accounting Manual and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
10	Cost Allocation Plan (based on and tied to the most recent audit)	Within 30 days of Grant execution
12	Independent Financial Audit	Within 90 Days of the Close of the Grantee's Fiscal Year

	Report	Receipt Due Date
13	Single Audit Report (if applicable)	Within 30 Days of submission to the Federal Audit Clearinghouse
14	Auditor's Management Letter	Submitted with the submission of the Audit
15	Requests to revise Budgets and/or Workplans	Prior to the 1st day of June
16	Grantee's Close-Out Report (Section XV.) Inventory Report & Annual Report	Within 90 Days of the end of the Term of the Grant.
17	HUD 9902	Within 30 Days of Submission to HUD
18	HUD Monitoring Report	Within 30 Days of Receipt from HUD monitor or the HUD intermediary monitor.

Section X. Accounting/Audit Requirements

A. Accounting System

1. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in Exhibit B.

2. Accounting records should be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.

3. Any funds provided to the Grantee or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest-bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

Grantee shall submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year, contingent on the following:

1. Grantees receiving an aggregate of $1,000,000 or more from all funders in Federal funds must in accordance with Federal regulations obtain an independent audit (Single Audit Act of 1984 , Single Audit Amendments Act of 1996, and 2 CFR Part 200). A standard audit may be supplied pending the completion and submission of the Single Audit.

2. Grantees:
   (a) Required to be audited by any State or political subdivision(s) thereof (whether by statute or regulation) or
   (b) Who conduct an audit to submit to any government or private funder, or foundation or corporate funder or
   (c) Whose governing body or senior management obtains an audit,

   shall be required to submit that audit to the Grantor upon receipt of the same.

If the Grantee is not audited in accordance with (1) and (2) above, the following shall apply:

3. A Grantee whose corporate entity receives or expends less than $999,999 as reported to the Internal Revenue Service in the 990 Tax Return without amendments, deletions or summarized details must file with the Grantor a financial report prepared by an independent Certified Public Accountant and certified by the same that contains:
   - income statement or Statement of Activities,
   - balance sheet or Statement of Financial Position,
   - statement of Functional Expenses by program or cost centers such statement to break out separately the Grantor's funding by Grantor's program(s) separately from all programs or cost centers used.
   - statement of cash flows, and
   - independent review and certification of the financial statements including a review of the management's financial internal controls.

   In addition, the nonprofit organization must file a biennial audit that covers both years within a biennial period. See 2 CFR Part 200, Subpart F.

4. The Grantee shall fully clear any deficiencies noted in the audit reports within sixty (60) days after receipt by the Grantee.

5. . Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default of this Grant and may result in the withholding of future payments and/or debarment from participation in future Grants.

Section XI. Grant Administration

The Grant Administrator is:

William Winston
Associate Director for Community Services
DC Department of Housing and Community Development
1909 Martin Luther King Avenue SE, Room 304
Washington, D.C. 20020.

The telephone number is (771) 208-9628. All concerns regarding the technical implementation and interpretation of this Grant are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line-item changes and terms) where there is no dollar increase.

Section XII. Repayment of Grant Funds/Grant Performance Monitoring Default and Remedies

A. HUD Monitoring

The Grantee is subject to monitoring by HUD and agrees to provide all required information, data, records, files including client files, case notes, correspondence and emails, reports, beneficiary data, performance data, financial records, supporting documentation, to satisfy HUD monitoring. Notwithstanding the date of a finding by HUD, should HUD make a finding, the Grantee shall be responsible to cure the defect, and should HUD require repayment of Grant funds for any reason to the Federal Government, the Grantee shall be responsible for repayment in the amount specified by HUD. Repayment shall be made to the District of Columbia and by the District to the Federal authority in satisfaction of the HUD requirement. HUD monitoring is not confined to the performance period but extends through the record retention period provided in Section XV.

B. Grant Performance Evaluation

1. DHCD will monitor the performance of the Grantee to ensure that the goals and performance standards stated in the Statement of Work and Work Plan and RFA are being achieved according to schedule and within budget.

2. All records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. Grantee shall make timely submission of all information and/or records requested by DHCD or HUD to assess performance under the Agreement.

C. Suspension or Termination of Grant Assistance

1. In accordance 2 CFR 200.340 and 200.341 and 200.343, suspension or termination of CDBG Grant assistance may occur according to the Default provision in subsection D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner.

2. If Grantee fails to correct the substandard performance within thirty (30) days after receiving written notice from DHCD, suspension or termination of this Agreement will be initiated.

3. In accordance with 2 CFR 200.340(a), suspension or termination of Grant assistance may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

Subject to any applicable notice requirement and right to cure, the occurrence of any of the following shall constitute an event of default:

1. Failure to comply with any of the CDBG Program rules, regulations or provisions referred to in this Agreement, or such other Federal or District statutes, regulations, executive orders, District of Columbia mayoral orders, HUD rulings, policies or directives applicable to this Grant:

2. Failure to comply with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement.
3. Substandard performance by the Grantee or any of its agents under this Agreement, as determined in the sole and reasonable discretion of DHCD; or
4. Improper use of funds provided under this Agreement.

A determination of default shall be made in the sole and reasonable discretion of DHCD.

E. Remedies for Default

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of a written notice to the Grantee, Grantor may take one or more of the following actions, as determined in its sole discretion:

1. Terminate and suspend further disbursement of any remaining Grant assistance.
2. Disallow all or part of the cost of the activity or action that is not in compliance with this Agreement.
3. Wholly or partially suspend or terminate the current Grant award; or
4. Take other legal remedies that may be available.

F. Termination for Convenience

The Grant may be suspended or terminated on the basis of convenience as provided in 2 CFR 200.340(a).

G. Reversion to DHCD of Grant Assistance

1. Upon default by the Grantee under the terms of subsection D above, which has not been cured, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request the following:

i. Any Grant funds in its possession (whether or not committed),
ii. Any accounts receivable attributable to the use of Grant funds; and
iii. The portion of any income directly generated by (or the prorated proportion of) Grant funds for the activities described in this Agreement.

2. Upon final completion of the projects and activities for which CDBG funds have been provided by DHCD, expiration of the term of this Agreement, cancellation, or determination of this Agreement, the Grantee shall transfer any unspent, excess or surplus CDBG Grant funds, to include accounts receivable attributable to the use of the CDBG funds.

H. Grantor Non-Waiver

DHCD's delay or failure to act with respect to a breach by the Grantee does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section XIII. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, and 2 CFR Part 200, as deemed applicable by the Grantor. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Fund Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Organizational Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter arising from this Grant Agreement.

D. Cancellation Ceiling

In the event of cancellation of the Grant because of non-appropriation of funds for a specific fiscal year, there shall be a cancellation ceiling of zero dollars.

E. Anti-Deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, Grantor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code§ 47.105. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-Deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section XI. of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements.
2. Performing technical evaluations as required.
3. Interpreting the Statement of Work and other language in the Grant.
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with the District and other laws and regulations applicable to the Grant.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

Jane Brown
Executive Director
University Legal Services, Inc.
220 I Street, NE
Washington DC 20002
(202) 547-4747
jbrown@uls.org www.uls-dc.org

H. Misuse of Grant Funds

Any alleged fraud, waste, abuse or mismanagement of Grant funds shall be immediately reported to the Grantor and the District of Columbia Office of the Inspector General ("OIG"). The OIG may be reached at (202) 724-TIPS (8477) and (800) 521-1639 or at oig.dc.gov

I. Nonassignability

Grantee will not sell, assign, pledge or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

Section XIV. Insurance

A. The Grantee shall obtain at least the minimum insurance coverage set forth in this Section XIV. and Exhibit H prior to the Effective Date and keep such insurance in force, as may be applicable, throughout the Grant period of performance.

B. Fidelity Bond: The Grantee must procure Fidelity Bond coverage in an amount equivalent to the total Grant budget. Pursuant to 2 CFR Part 200, Fidelity Bond coverage is required to protect the District's interest in the dollar amount of the Grant. Should Grantee be unable to procure a Fidelity Bond, Grantee shall submit proof that it has obtained general liability insurance that covers internal employee criminal activity or directors' and officers' liability insurance.

Section XV. Records Retention/Access

A. Records Retention

The Grantee shall retain all records demonstrating compliance with CDBG requirements and that are pertinent to this Grant for no less than five (5) years from Close-out of this Grant Agreement, including any extension thereof made in accordance with Section XVI. [Option to Extend] and including but not limited to Close-Out in IDIS of any HUD requirements. See Exhibit 5.1 in this link: https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-5.pdf

B. Extension of Retention Period

Notwithstanding the foregoing retention requirement in paragraph A above, if any litigation, claim, HUD monitoring or audit is initiated before the expiration of the retention period, records shall be retained for a period of not less than four (4) additional years following completion of the actions and resolution of all proceedings (e.g. litigation, claim, HUD monitoring or audit) involving the records.

C. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility, progress and achievement toward program goals and secure such records in a manner subject to applicable privacy laws. Such data may include, but is not limited to, client name, address, income level, case notes, correspondence and a description of service(s) provided. The Grantee shall use software which is HUD compliant to maintain client records. The Grantee shall transmit client records and files in a manner that is compliant with HUD's Personally Identifiable Information (PII) requirements.

D. Access to Records

All Grantee books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Grant funds shall be made available to the Department, HUD, its designee, representatives of the Inspector General of the District of Columbia or the Office of the DC Auditor at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.

E. National Objectives

The Grantee agrees to maintain documentation that demonstrates that the activities carried out with CDBG funds provided under this Grant meet the CDBG national objective of benefiting low- and moderate-income persons, as defined in 24 CFR part 570.208.

F. Copyright

If this Agreement results in any copyrightable material or inventions, DHCD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Section XVI. Federal and District Public Policy Requirements

Grantee shall fully comply with the following Federal and District policy requirements, as deemed applicable by Grantor:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federal-assisted and federal conducted programs and activities .

C. The requirements of Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

D. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.-) and implementing regulations at 24 CFR I part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

E. The requirements of Executive Order 11246, as amended by Executive Orders 11375. 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

F. The Conflict of Interest provisions of Federal and District laws strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of Federal funds to comply with 2 CFR 200.317 to 200.327 and

any sections of Title of 24 the Code of Federal Regulations concerning CDBG funding which are more restrictive than the Uniform Guidance Code for use of CDBG funds. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within (fifteen) 15 business days of execution of the Grant Agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict-of-Interest declarations to be executed by each employee and board member.

G. The Hatch Act. Chapter 15 of Title V. United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

H. The National Environmental Policy Act or other legislation implemented by 24 CFR part 58.

I. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement as Exhibit F.

J. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991H FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.

2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any grant,

or the entering into any extension. continuation. renewal, amendment of modification of any grant.

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and

c. He or she will include the language of the certification in all sub- grant awards at any tier and require that all recipients of sub-grant awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this Grant imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure, as the applicable grant shall so provide.

K. The Americans with Disabilities Act of 1990 (ADA) - Notwithstanding anything contained herein to the contrary, during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

L. The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are applicable pertaining to economic opportunities for low and very low-income persons. 24 CFR part 135.

M. First Source Program - Contractors and subcontractors of a government-assisted Project totaling $300,000 or more must comply with the District's goals for the recruitment, referral and placement of District residents. See D.C. Law 5-93, as amended, D.C. Official Code§ 2-219.01 et seq.

Section XVII. Close-Out Provisions

Activities and tasks during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor, and determining the custodianship of records (which shall remain the responsibility of the Grantee unless a determination is made otherwise). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over District appropriated funds and the record retention period, whichever is longest. Grantee shall submit the following items within the time frames indicated in this Section after completion of Grant activities or expiration or termination of this Agreement.

1. All activities are eligible, were completed and met a national objective.
2. All grant funds were expended in full, or all remaining funds are to be returned to Grantor.
3. All reporting requirements were completed and submitted (except for the final report that is submitted during the closeout process).
4. Any special conditions were met; and
5. All deficiencies or corrective actions affecting the Grant were resolved.

A. Grant Close-Out Report

The Grantee shall submit to the Grantor a Grantee's Close-Out Report ("Report") within ninety (90) days after expiration of the Grant term, termination of the Grant, or final payment for activities under this Agreement, whichever occurs later. This Report, at a minimum, shall include a narrative of the Grantee's completed tasks based on the activities, performance measures and goals set forth in the Statement of Work. The Report shall be completed using a form provided by the Grantor. The Grantee shall provide any information or data Grantor requests for Close-Out. In the Grantor's sole discretion, the reporting provided during the term of this Agreement may be accepted in lieu of the Grantee's Close-Out Report if those reports contain all information required in this section.

B. Documentation of Expenses

Within ninety (90) days after the expiration of the Grant, the Grantee shall provide to Grantor documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses.

C. Equipment Inventory

The Grantee shall submit to Grantor a list of all furniture, fixtures, equipment and vehicles purchased with Grant funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with 2 CFR Part 200.

D. Audit

The Grantee shall submit an audit or financial statement, as applicable, and as provided in Sections IX and X. of this Agreement.

E. Transfer of Records

Grantee shall, within ninety (90) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

F. Grantee's Obligations

The Grantee's obligations to DHCD remain in effect through the period of record retention as stated in Section XV.

Section XVIII. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion, and if legally permitted, extend the term of the Grant no more than two (2) times for one-year terms, or any fraction of one year, or multiple successive fractions thereof.

B. Grantor will endeavor to provide Grantee a preliminary written notice of its intent to extend at least thirty (30) days before the end of the Grant Term. The preliminary notice does not commit the District to an extension or authorize additional Grant funds to Grantee.

C. Any extension of this Grant is contingent upon the appropriation of funds for the applicable time period. However, the availability of funds shall not obligate the District to extend the Grant.

Section XIX. Total Agreement

The Grant Agreement, including specifically incorporated documents (to include the approved Statement of Work, the Work Plan, the approved Budget and the Grant attachments) constitute

the total and entire agreement between the Parties. Grantee understands and agrees to comply with the incorporated references contained in this Agreement and all applicable District and Federal laws and regulations.

Section XX. Applicable Law.

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia, unless otherwise controlled by federal law. In any proceeding relating to this Grant Agreement, each of Grantor and Grantee, hereby irrevocably submits to the jurisdiction of the Courts of the District of Columbia for the purposes of any suit, action or proceeding arising out of or relating to this Grant or transactions contemplated hereby.

Section XXI. Severability.

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XXII. Amendment.

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Grant activities, or the amounts specified in the Budget without the prior written approval of Grantor. The Grantee may request in writing approval of any proposed change to the Statement of Work or Workplan or the amounts specified in the eligible cost categories of the Budget and shall provide adequate supporting information and a revised budget along with its request. All such requests must be signed and dated.

Section XXIII. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or fully, by the Department.

1. The written or printed materials must include the authorized DHCD logo.

2. Written or printed materials include, but are not limited to, newspaper, radio and television announcements or advertisements, websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.
4. Grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to Grantee.
5. Grantee must provide copies of all marketing materials, brochures, flyers and other materials that publicize grant-funded activities to Grantor via email at dhcd.occo@dc.gov

Grantee shall publicize, as appropriate, to its constituency through social media, print, and online postings, DHCD communications and events that are related to Grant supported activities.

Section XXIV. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code§ 2-531 *et seq.* provides for the disclosure of public information. Specifically, the law provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Official Code § 2-170 l (13) .

This serves as your Notification that information /documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code§ 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXV. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, homeless status, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Sexual harassment is a form of sexual discrimination which is prohibited by the Act and Mayor's Order 2023-131 (Updated District Government Sexual Harassment Policy, Guidance, and Procedures), which is attached hereto as Exhibit I.

The prohibition against workplace sexual harassment extends to third parties doing business with or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies. By executing this Agreement, Grantee affirms that it will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1 I 00 et seq. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated.

Section XXVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addresses:

NOTICE TO GRANTEE:

University Legal Services, Inc.
220 I Street, NE
Washington DC 20002
Attn: Jane Brown (Executive Director)

NOTICE TO GRANTOR:

D.C. Department of Housing and Community Development
Community Services
1909 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
Attn: Director

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTOR SIGNATOR PAGE]

DISTRICT OF COLUMBIA, a municipal Corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Colleen Green
Director

Legal Review:

Julia Wiley
Office of the General Counsel
Department of Housing and Community Development

3/14/25
Date

[Signatures continue on the next page]

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTEE SIGNATURE PAGE]

UNIVERSITY LEGAL SERVICES INC.
a District of Columbia non-profit corporation

Jane Brown
Jane M. Brown , Esq.
Executive Director

3/18/25
Date

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit A Services to be Provided

- Statement of Work
- Section 3.2 Services (from the FY25 RFA)
- Workplan as approved by the Grantor

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education and training services to support DHCD's housing programs and initiatives, and to promote compliance with District housing regulations. All of the services are intended to empower potential homeowners, actual homeowners, and tenants for the purpose of preserving of affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership; (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached workplan and performance measures. Marketing and outreach for the services provided is a activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of these service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling; (b)the Grantee's additional knowledge of the individual and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and it shall be maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow up and conduct a final assessment of the impact of the services provided. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for HPAP/EAHP/NEAHP
A4: Inclusionary Zoning Orientation
A6: Income Certification for PADD Applicants

A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B13: Technical Assistance for Coop and Condo Associations

CATEGORY C: TENANTS AND TENANT GROUPS
C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

SECTION 3: PROGRAMMATIC REQUIREMENTS

3.1 Eligibility for Federal Funding

The services in this RFA will be conducted through grant agreements using Federal funds (Community Development Block Grant (CDBG) and, as available, some District Funds. The Department will provide a full informational briefing to the awarded grantee(s) about the grant funding source's ongoing administrative and programmatic requirements. Whether grants awarded under this RFA are funded locally or with federal funds, all grants will be managed to the higher standards and requirements whether Federal or District.

Federal regulations have established national objectives requiring all CDBG-funded activities beneficiaries to be at least 51% low- and moderate-income persons or households. The national objective is achieved through "limited clientele benefit"—that is, by verifying the incomes of each beneficiary of the services provided. The applicant must demonstrate that it has the capacity and the intention to verify the household incomes of beneficiaries to meet the national objective of providing benefits to 51% of low- and moderate-income persons.

Client income certification is also an important element of ongoing program activity for many DHCD housing programs. (See Section 3) Applicants should review in detail the federal income requirements for programs, activities, and grantee (sub-recipient) eligibility under the Community Development Block Grant program regulations at 24 CFR 570. 200-210,

- https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-570/subpart-C?toc=1

and HUD Housing Counseling Program Regulations: 24 CFR Part 214,

ps://www.ecfr.gov/current/title-24/subtitle-B/chapter-II/subchapter-B/part-214?toc=1

3.2 Housing Services: Description of Housing Programs and Services

Please Note: Specifications and programmatic requirements may change from time to time during the award period at the discretion of the Department.

The following describes seventeen services in the Housing Counseling Program. These constitute the services for which the Department is seeking Applicants to provide services to DC residents. Applicants should select at least one service for which they are applying; however, the Applicant may select more than one. The Department is not obligated by the Applicant's selection to make an award. Applicants are responsible to demonstrate their capacity in their application to provide the services for which they have applied. Capacity includes staffing patterns including qualifications and experience, other funding resources, case management systems and programmatic activities. Historical data can also be considered in demonstration of organizational capacity. Applicants should be aware of Legal Citations noted throughout this section as well as the references to the Code of Federal Regulations (CFR).

Category A: HOMEOWNERSHIP

A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program
A6: Income Certification for the Property Acquisition and Disposition Division (PADD) Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY

B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B12: Legal Services for Seniors and/or Coop & Condo Associations
B13: Technical Assistance for Coop and Condo Associations
B14: Technical Assistance for Owners of Small Rental Properties

CATEGORY C: TENANTS AND TENANT GROUPS

C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

Each particular service has specific requirements described in the following pages. Applicants are expected to utilize this guidance in the performance of these services.

CATEGORY A: HOMEOWNERSHIP

Legal Citations Governing Program Area in Category A

Applicants to provide services in Category 1 should review in detail the following legal citations governing the District's homeownership programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for homeownership pursuant to the relevant citations.

- Home Purchase Assistance Program: DC Code 42-2601 and 14 DCMR, Chapter 25
- Employer-Assisted Housing Program: DC Code 42-2501 and 14 DCMR, Chapter 36
- Inclusionary Zoning: Legislation Pending, Bill 17-586, 17-618, 17-619

A1: HUD Housing Counseling

This activity is open to applicant organizations which are HUD approved employing one or more HUD certified counselor(s). Such counseling is often (but not exclusively) in the pursuit of homeownership or credit repair and improvement or to improve their housing condition.

Grantees of this service should be familiar with 24 CFR 5.100 and with 24 CFR 214.

Housing counseling is independent expert advice provided by a HUD certified housing counselor (24 CFR Part 214) customized to the needs of the client. It is aimed at addressing housing barriers and providing support to the client to achieve their housing goals. This counseling service must include: (1) intake (2) financial and housing affordability analysis (3) an action plan[2] and (4) follow-up counseling to implement the action plan and achieve its stated goals *(24 CFR 5.100).*

The action plan should identify the steps needed for the client to achieve his/her housing goals. These actionable steps include, but are not limited to, review of the client's credit report with explanations of its meaning and items that impact (or may improve) the credit score, creation of a budget and methodologies to track one's income and spending, debt reduction planning, and savings planning. Follow-up should track the client's progress toward the goals of the action plan. Other programs and services including group educational opportunities may complement the one-on-one counseling with a certified counselor. Counselors, therefore, may appropriately make referrals to programs and services as well as to group educational activities that support and implement the goals of the action plan.

Counseling organizations are required to maintain case files including items 1-4 above as stated in 24 CFR 5.100. It is critical that files with records and case notes be kept in such a way that if a client's counselor is no longer available, either temporarily or permanently, another certified counselor in the organization can understand based on the file the client's circumstances, action plan, progress and where the client is in achieving his/her housing goals.

Organizations providing this service should have working experience with credit counseling and repair, with consumer credit bureaus and consumer credit laws. Ideally, they should be familiar with creditor tactics, liens, judgments, repossessions, and other obstacles to credit improvement.

It is critical for the counseling organization to make efforts to keep the client engaged in the counseling process and such attempts and outreach should be documented in the case file.

In accordance with HUD requirements, counseling organizations may close files if a client does not respond to outreach efforts over 60 days. The last outreach attempt should document that the file will be closed as of a specific date if nothing further is heard from the client. If the client should return to client after the 60 days, a new file should be opened.

[2] Except for reverse mortgage counseling.

Post-purchase follow-up

a) Grantees must continue their counseling relationship with customers once they become homeowners. This follow-up should continue for a period of time after purchase to ensure the homeowner's housing stability.
b) Grantees may make use of post-purchase programs using either their own programming or making referrals to other Grantees who provide such programming (*e.g.* B1 General Home Management and B2 Foreclosure Counseling).
c) If problems arise, it will be the grantee's responsibility to address them quickly as time is of the essence, and to address them as efficiently as possible. Where the District's investment is involved, counseling should include ways to protect the DC investment.
d) When working with clients who have an HPAP deferment period ending, Grantees must provide dedicated counseling services to those borrowers. In particular, grantees will be asked to make an updated assessment of each borrower's financial status regarding the appropriateness of continued deferment.
e) Potential delinquency, or foreclosure prevention, counseling will be provided to any borrower who is experiencing difficulty.
f) If problems continue with these loan clients, this counseling will become a home preservation activity.

A2 8-Hour Homebuyer Education Class (HBE)

This activity is open to applicant organizations which are HUD approved counseling organizations employing one or more Hud certified counselors.

The Department seeks HUD Approved organizations to provide the 8-Hour Homebuyer Class. This is in support of the Department's many programs for which the 8-Hour Homebuyer Class is a requirement, and also for other DC residents who seek to take this class in preparation for homeownership and for their knowledge.

Organizations should take as a serious obligation to conduct this class with knowledge staff (HUD certified counselors). The class is conducted in a traditional in-person setting or in a virtual online setting.

Those who successfully attend and complete the class should be provided with a DHCD certification (in the format approved by the Department) indicating their completion of the class and dated appropriately. Monthly attendance and award of certificates should be reported to the Department monthly. The class should be presented frequently enough to meet programmatic needs of DHCD programs. Class dates should be provided to the Department for inclusion on the DHCD calendar. Presentations should be given by staff, not outside speakers. Grantees are welcome to collaborate in the conduct of these classes.

A3: Intake for DC Homebuyer Programs (HPAP/EAHP/NEAHP)

The Home Purchase Assistance Program (HPAP) is the primary DHCD program for first-time homebuyers. HPAP provides interest-free loans that include closing cost assistance to eligible applicants. Under this program, homebuyers may have the opportunity to purchase houses,

condominiums, or cooperative units in the District. DHCD has additional homeownership programs which are associated with HPAP, and which are targeted to specific populations or geographic areas or may meet specific home buyer needs.

The satellite programs are:

(1) The Employee Assisted Housing Program (EAHP) provides assistance to District of Columbia Government employees, who are first-time homebuyers in the District; and

(2) The Negotiated Employee Assistance Home Purchase Program (NEAHP) provides down payment and closing cost assistance to certain District of Columbia Government employees whose position is covered by specific union collective bargaining agreements.

Wherever the acronym "HPAP" is used, the same applies to the EAHP and NEAHP programs.

Prior to HPAP Application

Clients interested in HPAP assistance who have a pre-approval from a lender, should be assisted with making an application to the HPAP as expeditiously as possible. Those without a pre-approval letter from a lender are required to engage in HUD Housing Counseling (see A1 above) in order that they have the benefit of credit counseling and homeownership preparation. The action plan should include the actionable steps needed to ensure success as a homeowner and to achieve a pre-approval letter from a lender. Once a pre-approval letter has been obtained, the client with the Grantee's assistance should proceed to making their application to HPAP.

Application Process

For grantee organizations, this relationship management function includes working with first-time homebuyers throughout the homeownership application, preparation, purchase, and post-purchase process. Counseling will be focused on low- and moderate-income populations.

Once HUD credit counseling is completed the HPAP process includes:

(Optional) Applicant organizations may conduct pre-purchase seminars which include information and requirements of the HPAP programs. A DHCD Certification should be provided to attendees and recorded with DHCD.

Application Intake includes document collection of those documents needed. These should be collected in person or by means of a secure portal. Email is not considered a secure means for transmission of information which could be used for identity theft or other criminal activity. Drop-off at a staff office to an employee is acceptable.

Once the application package is complete, the organization submits to the appropriate HPAP administrator.

Homebuyer Education (8-hour class) (A DHCD Certification should be provided to 8-hour Homebuyer Education attendees and recorded with DHCD.)

Post-Purchase follow-up (Records of those follow-ups should be maintained by the organization. See Post-purchase in Service A1)

Organizations will be responsible for: (1) the application process, which includes delivery of completed applications to the HPAP Administrators; (2) completion of the application form itself and collection of all required supporting documentation, and (3) maintaining performance and reporting data, and databases as needed by the Department.

A4: Inclusionary Zoning Orientations

Introduction to IZ/ADU Programs:

The District's Inclusionary Zoning (IZ) Program requires a certain percentage of units in a new residential development, or a substantial rehabilitation that expands an existing building, be set aside as affordable units. The goals of this program are to increase the supply of affordable housing for low- and moderate-income households, to support the creation of mixed-income communities, to prevent rising home prices from driving out low- and moderate-income residents, and to leverage the expertise and capacity of the private market to develop affordable housing.

Affordable Dwelling Units (ADUs) are defined as for-sale and for-rent homes that are locally restricted for occupancy by households whose income falls within a certain range and are generally offered at a below-market rate. ADUs are generally produced in exchange for zoning relief, tax incentives, public financing, and/or the right to purchase or lease District-owned land. Specific ADU provisions, such as the affordability period, income limits, and resale restrictions, are set out in deeds, covenants, land disposition agreements, ADU administration plans and other originating documents.

ADU provisions have historically varied from project to project, as each is a result of a unique negotiation or project approval. However, ADU restrictions are becoming more standardized and more similar to standard IZ requirements.

Organization roles and responsibilities:
Provide mandatory IZ Orientation. The department's PowerPoint presentation must be utilized. Presentation and answers to participants' questions must conform to agency guidelines.

DHCD seeks organizations which will provide programmatic rental and homeownership counseling services in support of both of the above programs. Information about these

programs is available through DC Housing Search https://www.dchousingsearch.org , counselors will be required to utilize DC Housing Search, and train potential customers in how to search for affordable housing through DC Housing Search.

Grantees will be required to become familiar with the program requirements and procedures, as required by DHCD. In the last few fiscal years, the IZ program has produced approximately 400 new affordable units each year.

Orientation:
In particular, organizations are required to conduct IZ Orientations to help residents to be familiar with all programmatic requirements for the IZ program.

Organizations must conduct and coordinate this mandatory orientation session in a traditional and virtual classroom settings. They must provide interested applicants/residents with the relevant terms of the program, including next steps and other information as required by DHCD.
DHCD currently provides standard slides and certificate templates to use for this orientation and will provide training to grantees.

Completion of this orientation class is mandatory before an individual may register for the IZ program and individuals must renew registration every two (2) years to remain on the IZ registration list.

The class must be conducted at least monthly beginning within 30 days after the grantee's application is approved. Coordination of this class will include publishing upcoming class dates, accepting reservations via phone, email, or other method, allowing walk-ins if space is available, providing attendees with a certificate of completion (in a format approved by DHCD) upon completion of the class and providing at least monthly attendee data to DHCD. It will also include ensuring that attendees receive all required training materials, and shall be presented by grantee staff, not outside speakers.

Grantees must train program participants in the terms and specifics of the IZ and ADU Programs (training guidance will be provided by DHCD) and provide additional pre and post homebuyer education training.

Grantees must also provide data to DHCD on a regular basis as determined and requested by DHCD, including but not limited to the names and contact details for individuals who have received a DHCD certificate and the number of attendees at IZ orientations.

A5: Income Certifications for the IZ/ADU Units Programs

The agency seeks two organizations to provide income certifications for participants in the Inclusionary Zoning and Affordable Dwelling Units programs. Income certifications are expected to be conducted under a uniform process prescribed by DHCD and following HUD Part 5. DHCD has established requirements for approving Certifying Entities, including

specific IZ and ADU training.

Grantees are expected to become Certifying Entities pursuant to DHCD requirements. Grantee organizations will be required to ensure that program participants understand that income and occupancy restrictions apply to their IZ units and ADUs. Grantees will also be expected to complete income certifications for newly selected households and for renewing tenants. Grantees will be working closely with individuals, property management/leasing staff, sales agents and DHCD. DHCD will provide the necessary forms and procedures, but Grantees will collect the necessary paperwork from individuals and complete the income and household size verification process. Upon successful certifications, Grantees will notify DHCD and the sales/leasing staff.

Such restrictions may include but would not be limited to: (1) the specific affordability period, (2) conditions for, or prohibitions against, subleasing, and (3) resale restrictions. Ongoing outreach and assistance to occupants of IZ units and ADU is required in the areas of programmatic requirements and homeownership counseling.

A6: Income Certification for PADD Applicants

The Property Acquisition and Disposition Division (PADD) encourages vacant and/or abandoned property owners to rehabilitate and/or occupy their properties. PADD acquires vacant, abandoned, and deteriorated properties through negotiated friendly sale, eminent domain, donation, or tax sale foreclosure, when owners are unwilling or unable to maintain their properties. PADD also disposes of properties in inventory by selling them to individuals or developers to be rehabilitated into high-quality affordable and market-rate single-family and/ or multi-family for-sale or rental housing in District neighborhoods.

For DHCD, the activities of this Division create affordable homeownership and rental opportunities for low- and moderate-income households. Grantees must counsel these households as they qualify for and occupy these new homeownership and rental units. DHCD seeks one or more organizations which will provide counseling or training services for affordable units made available through PADD.

Because PADD units are not produced through a traditional homebuyer program, an intensive marketing and outreach effort to our target population will be required of grantees. Counseling services will also involve conducting income certifications and re-certifications for purposes of admission and continuing participation in this program. Income certifications are expected to be conducted under a uniform process prescribed by the Department. For PADD, grantees must ensure that program participants understand that income, or occupancy, restrictions apply to their unit. Such restrictions may include but would not be limited to: (1) the specific affordability period; (2) conditions for, or prohibitions against, subleasing; (3) potential rent increases; and (4) resale restrictions. The specific unit covenant

terms will be communicated to stakeholders by the Department, but grantees must facilitate communication with stakeholders.

A7: Public Services: General Coaching and Information

Public Services may be undertaken by Applicants which have not yet obtained HUD Approval and may not employ a HUD certified housing counselors. (HUD Approved organizations who are applying for A1 or A2 do not need to apply for this service, since they are able to provide these Public Service activities in connection with their other lines of services.

These activities are frequent but not exclusively in a group setting. These may be virtual or in-person, as long as an in-person option is provided. Grantees may utilize Homebuyer Clubs as an effective tool for keeping clients engaged in homebuyer preparation when a long-term period is needed for better positioning to be a first-time buyer.

They may include group trainings on understanding credit and credit reports and involve savings programs.

Public service staff are required to train clients to utilize available tools, such as DC Housing Search https://www.dchousingsearch.org to locate affordable housing for sale and for rent.

CATEGORY B: COUNSELING AND TRAINING FOR HOME PRESERVATION

B8: General Home Management (Post-Purchase Non-Delinquent)

Post-purchase counseling is essential for Homeowners who have purchased their homes, are not delinquent in their mortgage payments and would like to remain successful by creating a realistic financial plan to avoid financial pitfalls and protect and retain their homeownership. Post-purchase counseling is essential to understand local post-purchase behavior, especially low-moderate income homeowners, that can be supported by education and supportive programs to ensure recent homeowners understand what to do in the event of hardships. Organizations that provide post-purchase counseling sessions and education workshops will ensure their topics consist of the following:

1. Prepare a maintenance plan for major household systems and repair strategies.
2. Emergency preparedness plan to assist client in case of disaster.
3. Understand consequences of not paying taxes, HOA payments or community assessments.
4. Explain the benefits of establishing an emergency fund and retirement or tax-incentivized accounts.
5. Provide knowledge of home improvement financing options like HELOCs and give counsel on how to apply for additional financing to renovate property.

6. Access the client's understanding of the process of refinancing the home and incurring more debt.

This counseling activity may include, but not be limited to, appliance warranty disputes, contractor disputes, disputes with mortgagors, will and estate issues, including transfer-on-death deeds, etc. In this service, grantees must serve as advisor-educators and are prohibited from giving legal advice. Grantee activities should focus on low—and moderate-income populations.

B9: Foreclosure Counseling

Homeowners who are delinquent in loan payments (as well as those in danger of delinquency) need to know what options are available to them. Similarly, those in foreclosure need to know their options and resources that may assist them, especially if available legal services are available.

Organizations are required to provide foreclosure prevention counseling that helps homeowners at risk understand the foreclosure process in Washington, DC, determine their legal rights and identify options to avoid foreclosure.
Organizations will assist struggling homeowners with loss mitigation, communicate with mortgage servicers and provide services such as the following:

1. Provide advice and coaching to assist clients with creating a budget based on financial goals. Assess the current financial situation and develop short and long-term strategies to reduce expenses and debt to achieve client goals.
2. Explain loss mitigation. Explain the requirements of a loss mitigation package and evaluate the client's loss mitigation options for FHA and non-FHA loans.
3. Provide examples of mortgage default scams and ways to avoid being a victim.
4. Explain the consequences and costs associated with a foreclosure, short sale, or deed-in-lieu.
5. Explain the foreclosure timeline and devise a plan if the client is unable to stay in the home and assist the client in mortgage default recovery. Demonstrate the impact of a mortgage default.
6. Work with displaced residents seeking referrals for housing.

Grantees work with homeowners who are delinquent in their mortgage payments, or who are in foreclosure, or in post-foreclosure. These counseling services are also offered to owners of multi-family properties, and ownership associations. This counseling serves as a central element of DHCD's overall foreclosure prevention strategy.

It is critical to address the District's foreclosure crisis. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Grantees also work with the Department of Insurance Securities and Banking (DISB) to protect clients against scam operations that prey upon residents who are subject to foreclosure. Grantee organizations extract data for outreach and targeting efforts from the Office of the Recorder of Deeds, which provides a listing of all official foreclosures in the

District on a weekly basis. DHCD seeks one or more organizations that will provide foreclosure counseling services which include, but may not be limited to, all of the above-described foreclosure prevention activities.

For grantees, this counseling function means working with troubled homeowners, utilizing all foreclosure prevention or mitigation tools available, and if necessary, working with customers throughout their foreclosure or post-foreclosure process. Grantees must provide full assistance and advice to troubled homeowners. Grantees will be responsible for: (1) assessing the homeowner's circumstances, (2) educating the homeowner about the full implications of mortgage delinquency and foreclosure (3) exploring and providing options of action for the homeowner (4) providing tools or alternative support that may further assist the homeowner (5) developing and executing a best action plan for either saving the home or undertaking the best course for the homeowner, and (6) tracking the results of their counseling efforts. In addition, grantees will provide ongoing performance and reporting data and databases maintained.

Post-Foreclosure Counseling: It is critical that grantees continue their counseling relationship with customers, even if the home cannot be saved. Grantees must follow up with troubled homeowners for a period of time after any action plan has been executed. If the home has not been saved, counseling should be made available, and if necessary, referral to other needed services. If the home has been saved, counseling follow-up is also necessary to ensure that the ongoing action plan is being properly implemented. If more problems arise, it will be the grantee's responsibility to address them as quickly and as efficiently as possible.

With the passage of the Saving DC Homes from Foreclosure Emergency Amendment Act of 2010, troubled or delinquent District homeowners have the right to engage in mediation prior to foreclosure. As a result, DHCD requires grantees to provide counseling related to this mediation process.

Grantees must be familiar with the Law, its regulations, and the mediation process which has been implemented by the Mediation Administrator at the DC Department of Insurance, Securities, and Banking. Grantees must educate troubled homeowners in the decision factors related to mediation election, and, if necessary, prepare them for mediation. In some cases, counselors may be asked to accompany, or represent, troubled homeowners in the mediation process. Grantees must ensure that all customers who elect mediation complete and submit proper documentation in a timely manner. Grantees must ensure that the best interests of troubled borrowers are protected throughout the mediation process. Finally, DHCD expects grantees to follow-up after the mediation process is complete to ensure that any final mediation agreement is properly implemented.

B10: Eviction Counseling

Applicants who have HUD certified counselors or NeighborWorks America foreclosure certified counselors may offer this service. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Training should also include knowledge of laws and legal procedures governing eviction.

Eviction has long created housing instability for renters, and especially among low- and moderate-income households. For those at the lower end of the economic scale, eviction has caused not only housing instability but also employment insecurity and homelessness. Studies have shown that lack of access to legal representation has resulted in markedly different and detrimental outcomes as compared to renters who have legal representation. After legal representation, the next most effective range of services includes alternative dispute resolution (or mediation), knowledge and guidance in court navigation, and effective management of legal and tenant-landlord documents. In addition to housing instability, eviction also has credit impact for the tenant.

It is critical to provide those in danger of eviction with counseling to make informed decisions. This includes access whenever possible access to legal services. Also, appropriate training includes information about tenants' rights and obligations, the credit impact of eviction, use of payment plan agreements, understanding of court processes and procedures, and access to alternatives to court procedures. When tenancy is lost, counseling for housing alternatives is needed and a path forward to credit repair.

B11: Single-Family Residential Rehabilitation Program

The Single-Family Residential Rehabilitation Program (SFRRP) administers grants to District homeowners for roof repairs and for modifications to eliminate barriers to accessibility for persons with mobility or other physical impairments. Projects approved for SFRRP require a covenant on the property to protect the District's funding of the project.
DHCD seeks one or more organizations which will provide application intake services to SFRRP applicants throughout the grant process.

> **Mandatory Counselor Intake Training:** Grantees for this line of service are required to attend training with the SFRRP team in September to be introduced to updated aspects of the SFRRP for FY25. It is critical that the grantee have a solid understanding of the updated program and the requirements for applications. Therefore, the September training is mandatory for SFRRP intake counselors.
>
> **Application Period:** Applications for SFRRP will only be taken between October 1, 2024, and December 31, 2024. To be considered applications during this period must be complete. Lack of required documentation or information will not "hold a place" in the program if not provided before the December 31, 2024. The Department at its sole discretion reserves the right to close the program prior to the deadline if funding is depleted or no longer available.

Information Session for Applicants: The Department will provide Grantees with a PowerPoint presentation outlining the program and its requirements. Intake counselors are required to use this presentation with all potential applicants either in a group sessions (such as an Orientation) or in a one-on-one session with the potential applicant.

Grantee's and Counselor's Responsibilities: (1) use the Department PowerPoint presentation to present the program to potential applicants, answering questions from residents interested in the program; (2) complete the application document and collection of **all required** supporting documentation *(incomplete applications will not be accepted)*; (3) post-application and post-grant support; and (4) providing performance and reporting data as required.

45 Day Period: It is critical that no application be uploaded in the SFRRP portal unless it is complete with all required documents and intake form completed. If an incomplete application is uploaded in the portal, the SFRRP staff will notify the counselor and the applicant that the application cannot be accepted. The notification state that what is complete and state the **applicant has 45 days** to provide the requested information including documents. After 45 days if the application remains incomplete, the application will be closed as incomplete for funding.

Application Portal: Counselors will need to provide their name and contact information (e.g. email) when uploading in case SFRRP program staff need to follow up.

Legal Citations Governing Program Area for Category B:

Applicants to provide any service in Category B should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

- Lead Safe Washington 24 CFR, Part 35, 24 CFR, Part 85.37, Section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992
- Single Family Rehabilitation 14 DCMR, Chapter 28 First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
- Saving DC Homes from Foreclosure Emergency Amendment Act of 2010 (DC Act 18-635; 57 DCR 12404)

B12: Legal Services for Homeowners and/or Coop & Condo Associations

The Department seeks organizations to provide legal services to provide one or both of the services noted below. Grantees will conduct outreach to low- and moderate-income populations in need of these services.

- Legal Services to Seniors
  Seniors who are homeowners can be assisted by the Applicant to have legal services to assist Seniors to avoid housing instability or the loss of ownership of their home. In addition to their own attorney staff, Applicants may seek *pro bono* services from other members of the Bar.

- Legal Services to Coop-Condo Associations
  Legal services may be provided to Cooperatives and/or Condominiums ("Associations") to ensure housing stability. If Associations have problems in areas of legal entity status, required legal or financial filings, compliance issues, risk management concerns, board and member training, best legal practices, and collection of association fees (to name of few), such issues may threaten the member's housing stability, and the owners' (or members') investment in their properties. Selected applicants will provide legal services to Associations in low- and moderate-income census blocks to mitigate these concerns, to preserve housing stability of owners and to ensure well-functioning Associations and Boards.

B13: Technical Assistance for Coop and Condo Associations

The Department seeks one or more organizations to provide technical assistance to Associations. The situation many Associations may face is a need for training in best practices of Association management. Training in best practices and frequently encountered problem situations may be offered by the grantee not only to the Association Board but also to the owners in the Association. Association boards and their member owners frequently face issues of association fees not being paid, lack of income to fund reserves, special projects that would require a special assessment, and decisions of taking court action or being the defendant in a court action. These are just a few of the legal issues which may arise for the Association, in addition to the more routine matters of by-laws and required legal documents for the operation of the Association.

B14: Technical Assistance for Landlords of Small Rental Properties

Landlords of small rental properties face enormous challenges. They frequently lack the staff and the resources of large multi-family properties to deal with the many details of operations and asset management. Small unit properties cannot readily absorb mistakes or challenges.

In a ten-unit property, one vacancy is a 10% vacancy rate, while one unit in a 100-unit property is 1% vacancy rate. Yet, small unit properties are often the affordable renter properties. To preserve this housing stock as an affordable option, DHCD seeks grantees to provide Technical Support to Owners of Small Unit Properties (of 30 units or less).

Services can be provided through group training as well as through one-on-one counseling. Like many small business owners, owners can often benefit from a better understanding of accounting practices and financial statements (balance sheet, income statement, cash flow report). Knowledge of financing options is another common to many business owners. Topics such as these are particularly suitable to the needs of owners.

1. **Property Management Software**: Landlords often need help selecting and implementing property management software to track rent payments, maintenance requests, tenant information, and other critical operational data.

2. **Legal Compliance**: Guidance on navigating complex local, state, and federal housing laws and regulations related to fair housing, security deposits, evictions, and other landlord-tenant issues.

3. **Financial Management**: Guidance with accounting, tax preparation, and financial planning specific to rental property ownership and operations.

4. **Maintenance and Repairs**: Access to vetted contractors, tradespeople, and service providers to handle property maintenance, repairs, and upgrades in a timely and cost-effective manner.

5. **Tenant Screening and Selection**: Guidance and best practices with tenant screening processes, background checks, and selecting responsible renters to minimize vacancies and evictions.

6. **Marketing and Leasing**: Help with listing vacant units, advertising, showing properties, and executing leases to keep units occupied.

7. **Emergency Response**: Guidance on developing emergency plans and protocols to address unexpected events like natural disasters, property damage, or tenant issues.

8. **Asset Management Issues**: The ratios and metrics of asset management for multi-family properties provide a helpful guide to best practices. For example: Many landlords are unaware of the effect that certain metrics have in their properties. Slow "Make-Ready" times, refers to the length of time it takes to prepare an apartment to be shown to prospective tenants. Similarly, "turn time" refers to the times it takes to find a renter and receive the first month's rent. Slow turn times are also a drain on resources. When there are slow "make ready" and slow "turn times" the combined effect can be detrimental for the property's future. High turn-over rates among renters is another draw on the income. Other issues and topics include: What to do when you have a tenant who is not paying rent? What are the alternatives to eviction? How do the Court work? Are there pre-eviction resources? What legal services are available to the owner?

CATEGORY C: TENANTS AND TENANT GROUPS: SERVICES RELATIVE TO Tenants Opportunity to Purchase Act, Rental Conversion and Sale Division, and Rental Accommodations Division

The DC Tenants Opportunity to Purchase Act (TOPA) seeks to protect tenants and tenant groups from displacement due to sale of the property. The law allows tenants to purchase their apartment building. Tenants have the choice of maintaining the apartments for rent or converting to cooperatives or condominiums. DHCD seeks to preserve affordable housing in the District and limit displacement of low- and moderate-income households. For groups that choose coop or condo conversion, this provides a path to homeownership.

DHCD provides both financial assistance and technical assistance, as well as specialized organizational and development services, for tenant groups who are pursuing the purchase of their apartment buildings. Through DHCD's Development Finance Division, organized tenant associations may be provided with seed money, earnest money deposits, and acquisition and/or rehabilitation assistance. After acquisition and rehabilitation, DHCD also provides ongoing Board training and property management support to the newly formed cooperative or condominium Boards.

C15: TOPA: Pre-purchase Training

DHCD seeks one or more organizations which will provide pre-acquisition organizational and developmental counseling and training to tenant groups or tenant associations in support of their intent to purchase their building. These tenant groups must be preliminarily qualified as eligible for DHCD's Tenant Purchase Technical Assistance program. Grantees must provide the following services to tenant groups:

a) establishment of a tenant association.
b) selection and appropriate training of Board members.
c) training of captains (court, building and floor).
d) training in roles and functions of committee members; (5) training tenant groups in detail about the building purchase process.
e) training tenant associations in property management techniques.
f) provide training to the tenant association on each type of ownership; and conducting surveys of tenant associations to determine the appropriate form of ownership for their building (cooperative or condominium).

It is critical that Grantees in this service maintain an outreach to educate and inform low- and moderate-income tenants about their rights and opportunities provided by TOPA. Grantees are encouraged to make this a central aspects of their marketing plan, and to create

opportunities as well as avail themselves of opportunities to participate in educational outlets to reach tenants. Collaboration with other Grantees in this or similar service lines is encouraged. Grantees should participate in DHCD when and as those opportunities for outreach are available.

While training the tenant association, the grantee must be able to prepare and submit appropriate documentation required in the purchase process, including but not limited to tenant profiles and feasibility analyses, response to Notice of Sale of Building, preliminary development, acquisition, and rehabilitation plans, and operational plans.

The grantees must have skill and experience in negotiating the lease or purchase of the building. In addition, grantees must assist tenant groups in procurement related to the development, purchase, and rehabilitation process, including but not limited to attorneys, architects, engineers, financial and developmental consultants, private developers, appraisers, and property managers.

C16: TOPA: Post-Purchase Training

DHCD seeks one or more organizations which will provide ongoing post-acquisition counseling services which include property management and Board training for properties which have been purchased and/or rehabilitated with financial assistance from the DHCD Development Finance Division's First Right Purchase program. Generally, these are multi-family properties that have been purchased through limited equity cooperative agreements or condominium purchases. Therefore, non-profit Board training and development skill and/or experience, as well as multi-family property management skills are critical to providing effective counseling services. Services to be provided under this activity may include, but are not limited to:

a) establishing standards of evaluation for each participant's financial status and leadership capacity.
b) conducting annual management reviews of all Boards, oversee election and
c) training of new Board members.
d) assisting in the establishment of appropriate arrangements with required service providers such as exterminators, garbage collectors, landscapers, etc.
e) assisting in capital management planning and a stabilization plan for rehabilitation and/or refinancing.
f) tracking property vacancies and reviewing new applications for membership.
g) establishing and reviewing membership guidelines.
h) technical assistance in accounting, budgeting, and the preparation of financial statements for long-term financial viability.
i) providing Board of Directors with training as appropriate; and

j) other required management and support duties. Grantees will assist the condominium or cooperative in developing a budget for the overall management and carrying costs of the property.

Grantees will assist the Board and membership in all aspects of management, such as completion of the audit, Fair Housing issues, required individual, property, and Board insurance, taxes, the role of Board officers, evaluation of monthly financial performance, training on lender compliance, i.e. loan payments, income requirements. DHCD will likely negotiate assignment of specific properties to grantees for this service.

Legal Citations Governing Program Area in Category C:

Applicants to provide any service in Category C should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
Tenant Purchase Technical Assistance Program DC Code 42-3404.02
Rental Housing Conversion and Sale Act of 1980, as amended (DC Code 42-3401.01 et. seq.) (Also known as the Tenant Opportunity to Purchase Act or "TOPA")

C17: Services for Tenants and Tenant Organizations
(in partnership with Housing Regulation Administration, Rental Accommodation Division, Rental Conversion and Sale Division).

Activities under this service will supplement and enhance the services provided by DHCD's Housing Regulation Administration (HRA), which includes the Rental Accommodations Division (RAD) and the Rental Conversion and Sale Division (CASD).

RAD administers the Rental Housing Act of 1985 (D.C. Official Code § 42-3501.01 et seq.) which regulates residential rental housing registration and the rent stabilization program (commonly known as rent control). RAD oversees rent adjustment procedures, processes notices to vacate, reviews tenant petitions prior to adjudication by the Office of Administrative Hearings and adjudicates most types of landlord petitions. RAD also proposes rules and regulations for administration of the Rental Housing Act for review and publication by the Rental Housing Commission.

CASD administers the Rental Housing Conversion and Sale Act of 1980 (D.C. Official Code § 42- 3401.01 et seq.) which regulates the sale or transfer of ownership interests under the

Tenant Opportunity to Purchase Act of 1980 (TOPA) (D.C. Official Code § 42-3401.01 et seq.), the conversion of use of rental housing to condominium or cooperative ownership and residential condominium formation and registration under the Condominium Act of 1976 (D.C. Official Code § 42-1901.01 et seq.). Further, CASD administers a Housing Assistance Payment program (HAP), under which tenants may be eligible for rent assistance if they are displaced due to the conversion of use of their apartment building to condominium or cooperative ownership.

CASD also proposes rules and regulations for administration of the Rental Housing Conversion and Sale Act of 1980.

DHCD seeks one or more organizations which will support RAD and CASD operations by providing counseling and tenant education services to tenants and tenant groups. Grantees must provide counseling and training assistance to tenants and tenant organizations regarding the District's rental housing laws and tenant and landlord rights and responsibilities.

For CASD, grantee organizations must provide counseling and training concerning: (1) tenants' TOPA rights when a landlord intends to sell, demolish, or discontinue rental housing use; (2) transfers of rental housing ownership or economic interests; (3) assisting tenants or tenant organizations in exercising their right to purchase; (4) informing tenants or tenant organizations relating to partner-investors and assigning TOPA rights; (5) conversion of use from rental housing to condominium or cooperative ownership by tenant elections, or conversion in lieu of tenant elections; (6) the Housing Assistance Payment program and relocation assistance; (7) tenant organization formation, incorporation, and registration; (8) protections for elderly or disabled tenants; (9) coercive or retaliatory activities; (10) tenant rights when rental housing is in foreclosure; (11) notices of intent to convert use from rental housing to condominium or cooperative ownership; and (12) relocation counseling for displaced tenants.

For RAD, service providers must demonstrate the ability to counsel and train tenants and tenant organizations on rent control provisions including properties that are regulated by or exempted/excluded from rent stabilization under the Rental Housing Act:

1) petition- based and annual rent increases.
2) executing and filing tenant petitions.
3) responding to landlord petitions.
4) protections for elderly and disabled tenants.
5) RAD's conciliation services.
6) notices to vacate and eviction procedures.
7) disclosures to tenants.
8) changes and decreases in services and facilities.

9) learning about and securing enforcement of housing condition regulations.
10) security deposits.
11) understanding lease provisions.
12) rent increases if a property is not under rent control.
13) appealing decisions of the Rent Administrator or the Office of Administrative Hearings; and
14) relocation counseling for displaced tenants. Note: Advocacy on behalf of tenant groups, or tenant rights assignees– including, but not limited to, legal advice or advocacy on tenants or tenant organizations' behalf in negotiations with a property owner–is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators, and not as advocacy groups. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns, or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a grantee is to ensure that tenants understand all available options.

Direct Counseling to Tenants and Tenant Groups: tenant counseling services will be designed to educate tenants in privately-owned properties about their legal rights and opportunities. This service is to be provided to tenants and tenant groups which are not subject to foreclosure and have not selected to exercise their Opportunity to Purchase Rights and/or Right of First Refusal under TOPA. It also includes providing other services and tenant education, which may not fall into the categories of services outlined above, such as eviction counseling, relocation counseling, apartment search, or apartment management.

DHCD seeks one or more organizations with the capacity to bring a range of resources to prevent involuntary displacement and to provide opportunities for continued affordable rental housing. Grantees must provide counseling services to tenants and tenant groups which include, but are not limited to: (1) outreach to tenant groups upon notice of one-year potential for subsidy expiration; (2) technical assistance in negotiations between owners and HUD relative to the renewal of federal subsidy contracts; (3) counseling for tenants in buildings where the subsidy will be lost and the tenant(s) must move; (4) counseling for tenants who are behind in their rent on best-action options; and (5) appropriately referring tenants who are in landlord/tenant disputes to all available resources. Grantees must also conduct research using the many databases and research tools available to identify properties that have a critical need for counseling assistance, including but not limited to DCHousingsearch.org. Note: Advocacy on behalf of tenant groups or tenants' rights assignee –including, but not limited to, legal advice or advocacy on tenants or tenant organizations behalf in negotiations

with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators and not as tenant advocates. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a prospective grantee is to ensure that tenants understand all available options.

Additional Legal Citations Governing Programs in Category C.

Applicants to provide any service in this Category and should review in detail the legal citations governing DHCD's rental accommodation functions:
(1) the Rental Housing Act of 1985, D.C. Official Code § 42-3501 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapters 38-44.
(2) the Rental Housing Conversion and Sale Act of 1980, D.C. Official Code § 42-3401 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapter 47.
(3) the Condominium Act of 1976, D.C.

Official Code § 42-1901 et seq.; (4) D.C. Official Code § 42-1901 et seq.; (5) the First Right to Purchase Program, title 14 of the District of Columbia Municipal Regulation, chapter 2700; and (6) Housing Conditions, Title 14 of the District of Columbia Municipal Regulations, Chapters 1-15. Submission of an application relevant to these services presumes that the applicant intends to meet all requirements to provide counseling to tenants and tenant groups pursuant to these above referenced citations.

3.3 Geographic Distribution of Services

The Department's decision to select one or more grantees to provide services will be influenced by the potential geographical distribution of service among the qualified applications received. Applicants can designate their proposed service areas in the District based on their by-laws, Board policies, etc. However, the Department reserves the right to designate any service areas it deems appropriate or necessary in making awards and negotiating grant terms. In reviewing the applicant pool, the Department's priority will be to ensure that excellent affordable housing counseling and training services are provided to all low- and moderate-income citizens of the District of Columbia. The Department will seek to bring parity in the quality of all housing services provided for all areas of the District through the award and ongoing management of these grants.

3.4 Marketing and Outreach

Marketing Plan to be submitted: Marketing and outreach are critical aspects of the grant's work. Grantees' efforts ensure these programs and services' success and desired impact. No Grantee or service is exempt from this requirement. Applicants must submit a detailed marketing and outreach plan for the services they are applying for. The plan should be detailed and not assume an understanding that has not been stated. Marketing should be included in the proposed budget and work plan.

DHCD will review and approve the marketing plan. In accordance with agency policy, marketing activities should highlight partnerships with and funding by DHCD.

Aspects of Marketing and Outreach to be considered:

- Continuous and consistent marketing and outreach are essential to achieving these services' objectives and maximizing public awareness of DHCD housing programs.
- Because of DHCD's diverse target population, grantees must utilize various marketing tools.
- Grantees are responsible for distributing DHCD program materials at community forums, public events, homeownership meetings, and fairs. Marketing and outreach may include but are not limited to, websites, email blasts, blogs, listservs, Twitter, Facebook, YouTube, Hope Hotline, flyers, door-to-door visits, community meetings, use of cable television (Channel 16), and public service announcements.

Coordinated with the Department: The grantee's marketing and outreach must be coordinated with DHCD. Grantees are expected to continually assess the success and impact of their marketing efforts to identify the most effective and efficient ways of reaching low– and moderate-income populations.

Participation in Department Marketing Activities: As required by DHCD, Grantees must participate in public activities and events related to housing opportunities. These may include but are not limited to tabling at events, participating in panel discussions, and providing speakers to groups, agencies, or organizations that request them.

DHCD Acknowledgement: Grantees must always acknowledge such housing assistance activities as Department of Housing and Community Development programs in any distributed print or electronic materials. DHCD must approve all such materials before distribution.

Use of DHCD Logo: All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or entirely, by the Department.

1. The written or printed materials must include the authorized DHCD logo.
2. Written or printed materials include, but are not limited to, newspaper, radio, and television announcements or advertisements. Websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.

4. The grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to the Grantee.
5. The grantee must provide copies of all marketing materials, brochures, flyers, and other materials that publicize grant-funded activities to the Grantor via email at dhcd.occo@dc.gov
6. The grantee shall publicize as appropriate to its constituency through social media, print, and online postings, DHCD communications, and events related to Grant-supported activities.

Diversity and Language Access in Marketing: Grantees must demonstrate the capability to effectively serve and communicate with the District's various non-English speaking and special needs populations. This means that marketing and outreach materials must be made available in multiple languages and media based on the needs of those populations. The grantee must demonstrate its intent and capability to comply with the District's Language Access Law. In addition, grantees must demonstrate the availability of appropriate staffing to ensure compliance with the District's Language Access Law.

3.5 Focus Areas and Neighborhood Revitalization Strategy Areas (NRSA)

DHCD has identified specific areas of the District as "Focus Areas." These Areas represent areas where the District has invested in funding to create and preserve affordable housing. Focus Areas follow main routes through the District and their associated neighborhoods. In many cases, business owners are centered on these major routes, while resident services will be seen as more appropriate for those in the communities. Applicants must ensure services are delivered to low- and moderate-income households or areas as part of their program (Housing Services, Small Business Technical Assistance, Façade Improvement). This is a CDBG requirement.

- For Housing Counseling applicants, these Focus Areas should be used to plan outreach activities to inform residents of their services.
- For SBTA and Façade grantees, the Focus Areas define the geographical areas of the District in which they will provide services. In this latter case, the Focus Areas define not only their outreach area but also their service area.

NRSAs Targeting East of the River

The Department obtained the HUD designation for the Neighborhood Revitalization Strategy Area (NRSA) for the Focus Areas in Wards 7 and 8. DHCD has designated areas of Historic Anacostia in the city's Southeast and Far Northeast communities as Neighborhood Revitalization Strategy Areas (NRSAs). This designation will allow the city to target Community Development Block Grant (CDBG) funding that supports economic and community revitalization efforts. These include Martin Luther King Jr Avenue, Marion Barry Avenue, Minnesota Avenue, and Benning Road. However, all areas of Ward 7 and Ward 8 remain the focus of the grantee's work and outreach.

For communities outside of the NRSA areas, DHCD has designated Focus Areas throughout the District. Applicants are encouraged to partner with other community-based organizations. This collaboration can include cross-disciplinary collaboration. For example, a Façade grantee may partner with an SBTA grantee to provide business owners various services encompassing both disciplines. Housing service grantees may partner to promote or provide services one grantee offers, but another may not. The key to collaboration is an outlook of being partners, not competitors.

The following is a list of the Focus Areas and some of their associated neighborhoods. The outreach plans can include other nearby neighborhoods, mindful of the low-income requirements. Each applicant is asked to select one or more Focus Areas for their application. Please note that this is a minimum, and applicants may choose more than three. Applicants will be asked to provide reporting on outreach activities.

The following is a list of the Focus Areas outreach plans, mindful of the low and income requirements.

Focus Areas/Neighborhoods

- **16th St NW Corridor** near the intersection with Havard St NW (Columbia Heights) in Ward 1
- **Georgia Ave and New Hampshire Ave NW Corridor** (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- **Rhode Island Ave and South Dakota Ave NE Corridor** (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 4 and Ward 5
- **M Street and South Capitol Streets SW Corridor** (Greenleaf and Waterfront) in Ward 6
- **Benning Road and Florida Ave NE Corridor** (NoMa/Ivy City/Trinidad) in Ward 5 and Ward 6
- **Minnesota Ave and Benning Rd NE Corridor** (Benning, Greenway) in Ward 7
- **Pennsylvania Ave and Minnesota Aves SE Corridor** (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- **East Capitol and Benning Rd Corridor** (Capitol View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- **Marion Barry Ave and Martin Luther King Aves SE Corridor** (Historic Anacostia, Fairlawn, Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- **Marion Barry Ave and Alabama Aves Corridor** (Skyland, Woodland, Garfield Heights) in Ward 8
- **Martin Luther King Ave and Alabama Ave Corridor** (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- **South Capital St and Chesapeake St SE Corridor** (Bellevue, Washington Highlands) in Ward 8

FY25 Housing Counseling Services Workplan

Organization Name:	University
Grant Number:	2025-12

Performance Period: 2/1/2025 to 09/30/2025

RFA Service #	Service Area	ected Num	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	NRSA Ward 7 & 8 All Services	Total
A1	HUD Housing Counseling	66	Number of First Time Homebuyers Purchasing Homes	Public Service or NRSA	$32,621.74	$97,865.21	$231,976.80	$362,463.75
A1		132	Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		363	Number of 1:1 Counseling Sessions (Budget & Credit)					
A1		264	Number of unduplicated households					
A1		4620	Number of 1:1 Homebuyer Counseling Sessions					
A1		1133	Number of unduplicated households					
A2	8-Hour Homebuyer Class	20	Number of 8-hour Homebuyer Educations Classes	Public Service or NRSA	$5,685.42	$17,056.26	$40,429.67	$63,171.35
A2		132	Number of Attendees of 8-hour Homebuyer Classes					
A2		93	Number of DHCD Certificates issued					
A3	HPAP (EAHP/NEAHP)	26	Number of HPAP Pre Purchase Orientations conducted	Non-Public Service or NRSA	$19,666.20	$58,998.60	$139,848.55	$218,513.35
A3	(NPS ONLY)	106	Number of Attendees at HPAP Orientations					
A3		132	Number of Files submitted to HPAP Administrators					
A3		3960	Number of 1:1 HPAP Counseling Sessions					
A3		1320	Number of unduplicated households					
A4	IZ/ADU Orientations	26	Number of IZ Orientations Conducted	Public Service or NRSA	$2,796.14	$8,388.41	$19,883.63	$31,068.18
A4		330	Number of Attendees at IZ Orientations					
A4		264	Number of DHCD Certificates issued					
A5	IZ/ADU Income Certifications	165	Number of IZ/ADU Income Cetifications completed	Public Service or NRSA	$932.03	$2,796.09	$6,627.77	$10,355.89
A6	PADD	3	Number of PADD group training/coaching	Public Service or NRSA	$932.04	$2,796.09	$6,627.77	$10,355.90
A6		26	Number of Attendees at PADD group training					
A6		33	Number of 1:1 PADD sessions (if applicable)					
A6		26	Number of unduplicated households receiving 1:1 PADD sessions					
A6		26	Number of PADD Income Certifications					
A7	General Housing Services & Information (Group Training)	99	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
A7		1320	Number of Attendees at Financial Literacy Trainings					
A7			Number of Homebuyer Clubs Meetings					
A7			Total of Attendees at Homebuer Club Meetings					
A7			Number of group trainings or workshops not reported in other categories					
A7			Number of Attendes at group trainings or workshops not reported in other categories					
B10	Eviction Counseling	3	Number of Eviction workshops	Public Service or NRSA	$1,848.07	$5,544.20	$13,141.82	$20,534.09
B10		17	Number of Attendees at Eviction workshops					
B10		7	1:1 Eviction Counseling					
B10		7	Unduplciated households 1:1 Eviction Counseling					
B10			Number referred to Attorney(s) for Legal Services					
B10			Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)					
B10			Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)					
B10		7	Number Evictions Prevented					
B11	SFRR	16	Number of SFRRP Orientations conducted (required)	Public Service or NRSA	$6,524.35	$19,573.00	$46,395.40	$72,492.75
B11		132	Number of 1:1 Intake sessions					
B11		66	Number of unduplicated households					
B11		27	Number of complete applications submitted in SFRRP Portal					
B12	Legal Services for Seniors, Coops and Condos		Senior households receiving legal services	Public Service or NRSA				$0.00
B12	(Law Firm Subrecepients Only)		Coop Associations receiving legal services					
B12			Condo Associations receiving legal services					
B12			Number of Pro Bono Legal Services Recruited and Retained					
B12			Number of Trainings for Law Firms (Trainings)					
B12			Number of Attendees at trainings for Law Firms (Attendees)					
B12			Number of new partnerships initiated					
B12			Total Number of Trainings to and work with Pro Bono Provided					
B12			Number of outreach presentations conducted					
B12			Number of outreach activities conducted					
B12			Number of Senior Households that received Legal Counsel or Consultation					
B12			Number of Senior households that received Legal Representation					
B12			# of clients helped with Schedule H					
B12			# of clients helped with life planning docs					
B12			# pro bono attorneys engaged in housing-related matters					
B12			# veterans receiving legal counsel/advice					

Marketing		3	Other Tabling Events	Public Service or NRSA				$0.00
Marketing		6600	Flyers Distributed					
Marketing		198	Social Media Posts (Facebook, LinkedIn, Instagram)					
Marketing		27	Mailings					
Marketing			Paid Advertizing (display ads in print)					
Marketing		8	Other--radio ads					
Marketing			Other					
	TOTALS	23309			$34,307.50	$282,921.44	$670,630.96	$1,047,859.90

Exhibit B Budget

- Schedules A (3-1) and A (3-2) for the First Performance Period

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

Rev. 12/09/2024

ORGANIZATION NAME:	University Legal Services
PERIOD OF PERFORMANCE:	2/1/2025-9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	
WARD (if applicable):	
TYPE OF ACTIVITY:	

***Instructions:** Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$797,744.73	$237,909.71	$1,035,654.44
Accounting Consultants	$2,436.05	$6,268.67	$8,704.72
Space	$65,000.00	$209,244.00	$274,244.00
Utilities	$4,000.00	$7,533.33	$11,533.33
Telephone	$3,000.00	$5,000.00	$8,000.00
Consumables	$10,100.00	$39,200.00	$49,300.00
Marking & Outreach	$6,000.00	$0.00	$6,000.00
Storage	$7,403.59	$16,800.00	$24,203.59
Triple Net Lease	$33,350.00	$0.00	$33,350.00
Internet	$2,263.54	$0.00	$2,263.54
Due/Subscription	$20,000.00	$22,000.00	$42,000.00
Credit Report-NE/SE/MH	$1,300.00	$0.00	$1,300.00
Total Direct Cost	$952,599.91	$543,953.71	$1,496,553.62
Total Indirect Costs (De Minimis Cost Rate 15%)	$95,259.99		$0.00
Total Costs	$1,047,859.90	$543,953.71	$1,496,553.62

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 12/09/2024

ORGANIZATION NAME:	University Legal Services
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 to 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Number of Hours	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
Personnel Subtotals						$664,787.28
				Fringe Benefits (Max 20%)		$132,957.46
				Total NBAP Grant Personnel Costs		$797,744.73

Exhibit C Required Reporting

- Monthly Performance Report
- Monthly Report of Group Trainings
- Monthly Report on Outreach and Marketing Activities
- Monthly Reporting of Special Activities
- Monthly Reporting of changes in personnel relative to grant work and payroll
- Quarterly Beneficiary Data
- Quarterly Language Access Report
- Quarterly Data Report

DC Department of Housing and Community Development

Deadline 00/00/0000

FY25 RFA: Housing Services

ZoomGrants Help [hide this]

Creating a New Application to Submit
The 'Saving' screen is still flashing...now what?
Missed Deadline FAQs
Invite Collaborators to Work on Application

Applicant View

Application Status: Not Submitted

Basic Information Part I and II-Application Narrative Questions Budget Organizational and Financial Capacity

Required Attachments Activity Log

Report: **OVERDUE** Report Totals

Ask a Report Question

(answers are saved automatically when you move to another field)

Instructions Show/Hide

As in the past, Performance Reporting is divided into three sections:

- **Workplan Metrics** (numbers only),
- **Accomplishment Narrative** (Text Boxes), and
- **Various uploads** (spreadsheets usually).

This data is extremely important. Reports can affect performance goals and funding. Your reports are used to report to the City Administrator, the Mayor (including DMPED) and to the District Council and its Committee on Housing. Where uploads are required, **use excel files or Word files.** This will allow your information to be uploaded into the database and reported to District leaders.

For **Workplan Metrics,** use only numbers or leave it blank. **Letters such as N/A are to be avoided.** This will make your report impossible to be uploaded in the DHCD database and will require your corrections. Only numbers zero (0) and above can be used. If a metric is left blank, it will be treated as a zero.

In the **Accomplishment Narrative**, text boxes are provided to provide statements of activities or the information requested. In the first Report, please answer Question 22 (Points of Contact) with all points of contact for the areas mentioned. Thereafter in subsequent months, if there are no changes, it is okay to say, "No Changes". The same is true for Question 21 (staffing). Please answer Question 23 (Success Stories), Question 24 (Good News), Question 25 (Other DC agencies and initiatives). Question 26 is important. Remember the RFA asked applicants to align outreach to the Focus Areas mentioned on pages 33 and 34 of the RFA. Mentioning specific Focus Areas in the narrative for Q26 is helpful.

The **Document Upload** section is where excel spreadsheets (usually, sometimes Word Documents) are uploaded. **PDFs cannot be uploaded into database.** [The District of Columbia is fortunate to have many DC Based Programs such as HPAP, IZ/ADU, PADD, SFRRP, TOPA, HRA/RAD related activities, as well as direct services to tenants and tenant groups, and services to Condo/Coop Associations. DHCD staff need monthly reporting in order to better do their work and respond to the needs of DC citizens. These reports are shared directly with the appropriate program manager.]

There three areas of your activities will be reported on a monthly basis to help us meet our HUD and DC Government requirements and the needs of DC residents.

Reporting for Fiscal Year 2025 will begin with Report # 1. The end of Government's fiscal year (9/30/2025) will conclude with Report # 10 and the close-out of FY25 Purchase Orders. The complete schedule is below for the monthly report.

Other Reporting: Beneficiary Data and Language Access

Other reports are also required. These include **Beneficiary Report** and **Language Access Report.** These two reports are required on a quarterly basis. These reports will not be answered within ZoomGrants. The Office of Program Monitoring will provide the spreadsheets to use for these quarterly reports. Please see your Grant Agreement for additional information about the monthly and quarterly reports. Please note, the Beneficiary Report corresponds to the sources and uses of your Grant Agreement. A separate Beneficiary Report is needed for each type of funding awarded: Public Service (PS), Non-Public Service (NPS) and NRSA Wards 7 & 8 PS and NPS.

These quarterly reports will be due:

Oct/Nov/Dec 2/24/2025

Jan/Feb/March 4/10/2025

April/May/June 7/10/2025

July/August/Sept 10/10/2025

Please note we cannot extend these deadlines since they are HUD's deadlines and not in our control. Please submit your report on schedule.

Please remember HUD views reporting and reimbursement requests as inseparable and therefore to be coordinated at the same time. Please avoid not filing on the deadline.

Monthly Reporting on Performance and Accomplishments

Report Number Period Covers Due Date

Report Number	Period Covers	Due Date	Notes
Report 1	FY25 Q1 (Oct/Nov/Dec)	03/03/2025	
Report 2	January	03/03/2025	
Report 3	February	03/10/2025	
Report 4	March	04/10/2025	
Report 5	April	05/10/2025	
Report 6	May	06/10/2025	
Report 7	June	07/10/2025	
Report 8	July	08/10/2025	
Report 9	August	09/10/2025	
Report 10	September	10/10/2025	

In ZoomGrants reporting, there are data questions. Please enter only a whole number. If a particular question doesn't apply to your statement of work and workplan, please enter zero. The narrative questions also require a response. If there is nothing to report in the narrative, please enter a statement such as "No changes" or "Not applicable".

Report 1: 3/3/2025

This report is OVERDUE. Submit Report 1

Agency

This is a branching question. The system will remove questions that do not apply to you based on your answer to Question #1.

Please disregard the number sequencing.

1. Identify Your Agency Name

This is a branching question. Only the questions that apply to your agency will appear.

- ○ CARECEN-Central American Resource Center
- ○ Centro de Apoyo Familar

- ○ Greater Washington Urban League, Inc.
- ○ Housing Counseling Services
- ○ Latino Economic Development Corporation of Washington DC
- ○ Legal Counsel for the Elderly
- ○ Lydia's House in Southeast, Inc.
- ○ Manna, Inc.
- ○ Marshall Heights Community Development Organization, Inc.
- ○ Mi Casa
- ○ Neighborhood Legal Services Program of the District of Columbia
- ○ University Legal Services

Workplan Accomplishment Metrics

2. A1: HUD Housing Counseling

Ignore the auto-total number.

Number of First Time Homebuyers Purchasing Homes

Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)

Number of 1:1 Counseling Sessions (Budget & Credit)

Number of unduplicated households

Number of 1:1 Homebuyer Counseling Sessions

Number of unduplicated households

3. A2: 8-Hour Homebuyer Class

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of 8-hour Homebuyer Educations Classes

Number of Attendees of 8-hour Homebuyer Classes

Number of DHCD Certificates issued

4. A3: HPAP (EAHP/NEAHP)

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of HPAP Pre Purchase Orientations conducted

Number of Attendees at HPAP Orientations

Number of Files submitted to HPAP Administrators

Number of 1:1 HPAP Counseling Sessions

Number of unduplicated households

5. A4: IZ/ADU Orientations

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of IZ Orientations Conducted

Number of Attendees at IZ Orientations

Number of DHCD Certificates issued

6. A5: IZ/ADU Income Certifications

Ignore the auto-total number.

Number of IZ/ADU Income Cetifications completed

7. A6: PADD

Ignore the auto-total number.

Number of PADD group training/coaching

Number of Attendees at PADD group training

Number of 1:1 PADD sessions (if applicable)

Number of unduplicated households receiving 1:1 PADD sessions

Number of PADD Income Certifications

8. A7: General Housing Services & Information (Group Training)

Ignore the auto-total number.

Number of Financial Literacy Trainings (including but not limited to credit & budgeting)

Number of Attendees at Financial Literacy Trainings

Number of Homebuyer Clubs Meetings

Total of Attendees at Homebuer Club Meetings

Number of group trainings or workshops not reported in other categories

Number of Attendes at group trainings or workshops not reported in other categories

9. B8: General Home Management (Post Purchase Non-Delinquent)

Ignore the auto-total number.

Number of Homeownership Preservation Workshops

Number of Attendees at Homeownership Preservation Workshops

Number of Post-Purchase Workshops (not including Homeownership Preservation)

Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)

Number of 1:1 Post-Purchase Counseling Sessions

Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions

10. B9: Foreclosure Counseling

Ignore the auto-total number.

Number of Foreclosure Workshops

Number of Attendees at Foreclsoure Workshops

Number of 1:1 Foreclosure Counseling Sessions

Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number of Foreclsoures Prevented

11. B10: Eviction Counseling

Ignore the auto-total number.

Number of Eviction workshops

Number of Attendees at Eviction workshops

1:1 Eviction Counseling

Unduplciated households 1:1 Eviction Counseling

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number Evictions Prevented

12. B11: SFRR

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of SFRRP Orientations conducted (required)

Number of 1:1 Intake sessions

Number of unduplicated households

Number of complete applications submitted in SFRRP Portal

13. B12: Legal Services for Seniors, Coops and Condos

Ignore the auto-total number.

Senior households receiving legal services

Coop Associations receiving legal services

Condo Associations receiving legal services

Number of Training for Law Firms

Number of Attendees at law firm training

Number of outreach activities

Number of new partnerships initiated

Number of clients helped with Schedule H

Number of clients helped with life planning docs

Number pro bono attorneys engaged in housing-related matters

Number veterans receiving legal counsel/advice

14. B13: Technical Assistance for Coop

Ignore the auto-total number.

Number of Co-Op Associations receiving Technical Assistance

Number of Action Plans written for Co-Op Associations

Number of Successful Outcomes for Co-Op Associations

Number of Asset Management Improvement Services Provided for Co-Op

Number of Asset Management Tactical Support Services Provided to Co-Op

Number of Consultative Services Provided to Co-Op Associations and Clients

Number of Legal Assistant Services provided to Distressed Co-Op Associations

Number of Organization Sustainability Tactical Support Services Provided to Co-Ops

Number of Ownership Educations Sessions provided to different ownership models including shared equity

Number of Relocation Plans completed and accepted for Co-Ops

Numbers of Trainings on Board Operations Governance & Management to Co-ops

Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management

Number of written Asset Management & Sustainability Plans for Co-Ops

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Co-Op Associations

Number of Associations (Coops) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Co-Op Associations

15. B13: Technical Assistance for Condo Associations

Ignore the auto-total number.

Number of Condo Associations receiving Technical Assistance

Number of Action Plans written for Condo Associations

Number of Successful Outcomes for Condo Associations

Number of Asset Management Improvement Services Provided for Condo

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo

Number of Asset Management Tactical Support Services Provided to Condo

Number of Legal Assistant Services provided to Distressed Condo Associations

Number of Consultative Services Provided to Condo Associations and Clients

Number of Organization Sustainability Tactical Support Services Provided to Condo Associations

Number of Relocation Plans completed and accepted for Condo Associations

Numbers of Trainings on Board Operations Governance & Management to condo associations

Number of written Asset Management & Sustainability Plans for Condo Associations

Number of Associations (Condos) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Condo Associations

16. B14: Technical Assistance for Small Apartment Owners (25 units and less)

Ignore the auto-total number.

Number of Inquiries Received

Number of Owners/Managers receiving Services

Number of Action Plans Written

Number of Action Plans Implemented/Completed

Number of Owners/Managers needing Asset Management Guidance

17. C15: TOPA Pre-Purchase Counseling & Training

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Meetings with Tenant Association

Number of Attendees at TOPA Meetings

Number of TOPA Training Workshops to Tenants

Number of Attendees at TOPA Training Workshops

18. C16: TOPA Post-Purchase Counseling & Training

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Post Purchase Training Workshops

Number of Attendees at TOPA Post Purchase Workshops

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

19. C17: Tenant Counseling for HRA - Rental Accommodation Division

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

Number of Attendees at group training/coaching

20. Marketing & Outreach

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Housing Fairs

Other Tabling Events

Flyers Distributed

Social Media Posts (Facebook, LinkedIn, Instagram)

Mailings

Paid Advertising (display ads in print)

Other

Accomplishment Narrative

21. Staffing Information: Any changes (terminations or new hires) in staff members who are on the grant? Or in the Executive Leadership or Management Team? Number of HUD Certified Counselors (expressed as FTEs) on staff at the

end of this reporting period?

Maximum characters: 1000. You have 1000 characters left.

22. Who are the current Points of Contact and email for the following: 1) Executive Leader (NOTE: Executive leader is copied on all communication): 2) Grant/Fund Development: 3) Grant/Accounting: 4) Program Managers/Directors/Supervisors:

Maximum characters: 1000. You have 1000 characters left.

23. Please provide us with client success story/stories for this quarter by program. You may provide a link to an article that has been written for other purposes (newsletter, website, or newspaper article).
Redact (use a pseudonym) for any client name or other personal identifying information if you have not received a release.

Maximum characters: 3000. You have 3000 characters left.

24. Any good news to share? Any events and activities coming up? (e.g. obtained other grant funds to leverage DHCD grant, Open Houses, Presentations, Community Events, etc.)
Upload a calendar of upcoming program events (in-person or webinars).

Maximum characters: 3000. You have 3000 characters left.

25. Describe your organization's involvement in other projects or initiatives with other District agencies.

Maximum characters. 3000. You have 3000 characters left.

26. Describe your marketing and outreach during this period. What groups or areas did you market to, numbers, and in what way did you contact them (mail, event, email, personal, media, etc.)?

Maximum characters: 3000. You have 3000 characters left.

27. Describe any specific obstacles (if any) to your organization's program or service delivery during this period?

Maximum characters: 3000. You have 3000 characters left.

Documents Requested *	Required?	Uploaded Documents *	
ALL: Procurement Report, as applicable Download template: Procurement Report			Upload
ALL: Language Access for Outreach and Group Sessions Download template: Language Access for Outreach and Group Sessions	Required		Upload
ALL: Calendar of Next Quarter (3 months) of Orientations, Trainings, Workshops & 8-Hour Classes	Required		Upload
A-2 HBE 8-Hour Class Attendance Certificates Download template: A-2 HBE 8-Hour Class Attendance Certificates			Upload
A-3 Homebuyer Assistance Program Intake Download template: A-3 Homebuyer Assistance Program Intake			Upload
A-4 IZ Orientation Attendance Certificates Download template: A-4 IZ Orientation Attendance Certificates			Upload
B-11 SFRRP Intake Download template: B-11 SFRRP Intake			Upload
C-15 and C-16 TOPA Reporting Download template: C-15 and C-16 TOPA Reporting			Upload
C-17 Training for Tenants and Tenant Organizations Download template: C-17 Training for Tenants and Tenant Organizations			Upload

** ZoomGrants™ is not responsible for the content of uploaded documents.*

CDBG PUBLIC SERVICE* HOUSING COUNSELING (HC) PROGRAM

HEAD OF HOUSEHOLD DEMOGRAPHICS

IDIS Number	
Community Based Organization (CBO)	
National Objective/Matrix Code	
Project Analyst	
Proposed HOUSEHOLDS TO Serve	
Total HOUSEHOLDS Served	
Difference Used for CAPER Analysis	

Tip #1	Avoid Duplicative Reporting
Tip #2	Complete each cell; even if N/A (Not Applicable)
Tip #3	Do not complete Grayed-Out Cells
Tip #4	Based on HEAD of HOUSEHOLD
Tip # 5	Submit Quarterly
Tip #6	Public Service - HC that cannot show proof a home was purchased.
Tip # 7	OPM - Kelly Ann Morrow, DHCD Grant Management Officer, kelly-ann.morrow@dc.gov

HEAD OF HOUSEHOLD CHARACTERISTICS

Race/Ethnicity/Household Composition	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
White	0			0	0																					0	0	0
Black/African American	0	0		0	0																					0	0	0
Asian	0	0		0	0																					0	0	0
Native American/Alaskan Native				0	0																					0	0	0
Native Hawaiian/Other Pacific Islander				0	0																					0	0	0
Native American/Alaskan Native & White				0	0																					0	0	0
American Indian/Alaskan Native & White				0	0																					0	0	0
Asian & White				0	0																					0	0	0
Black/African American & White				0	0																					0	0	0
Native American/Alaskan Native & Black/African American				0	0																					0	0	0
Other Multi Racial				0	0																					0	0	0
Did Not Report				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Income Data (In accordance with HUD Part 5)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
Extremely Low 0-30 %				0	0																					0	0	0
Low 31%-50%				0	0																					0	0	0
Moderate 51%-80%				0	0																					0	0	0
Non-Low/Moderate 81% - 110%				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Additional Data (Does not apply to Single Family Residential Rehabilitation Program)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
With New or Continuing Access to Service or Benefit	0			0	0																					0	0	0
With Improved Access to Service or Benefit				0	0																					0	0	0
Received a Service or Benefit that is No Longer Substandard				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Language Access

The recent Executive Order of the President makes English the Official Language of the United States.

Grantees may translate forms, document, trainings into other languages as they deem appropriate for the benefit of clients.

Grantees may also make provision for clients to have access who are English Proficient/Non-English Proficient (LEP/NEP).

The Language Access line remains available to Grantees. OPM can provide the phone number.

Grantees are encouraged to report on a quarterly basis concerning language accommodation for clients.

Tracking includes:

- Language
- Use of interpreter, bi-lingual staff person or language access telephonic line
- Used on the group basis or individual and the number of each

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit D Method to determine Client Eligibility for Services

Method to determine Client Eligibility for Services:
By Household

DHCD will provide the spreadsheet to use for this Quarterly Report

If a grantee has two or three sources/uses of grant funds, a separate report is needed for each.

Sources/Uses includes

1. Public Services (PS),
2. Non-Public Services (NPS) and
3. NRSA Wards 7 & 8 PS & NPS.

For each the Household report includes:

Section 1

Grantees will provide the following information concerning race/ethnicity which shall be recorded by

- Ward,
- Head of Household,
- Tenant/Owner

White
Black/African American
Asian
Native American/Alaskan Native
Native Hawaiian/Other Pacific Islander
Native American/Alaskan Native & White
American Indian/Alaskan Native & White
Asian & White
Black/African American & White
Native American/Alaskan Native & Black/African American
Other Multi Racial
Did Not Report
TOTAL

Section 2

Also, each household shall be counted by income category using the CDBG income categories and dollar amounts. (See chart in this exhibit.)

Section 3

Lastly, each household shall be counted by CDNG service category.

With New or Continuing Access to Service or Benefit
With Improved Access to Service or Benefit
Received a Service or Benefit that is No Longer Substandard

The Number of Households in each of the above calculations be the same. That is, if 100 households are reported in Section 1, there must be 100 in reported also in Sections 2 and 3.

This procedures is repeated for:

- Non-Public Service Activities
- NRSA Wards 7 & 8 Public Service and Non-Public Service

INCOME LIMITS WITH UNCAPPED LIMITS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
U.S. Department of Housing and Urban Development (HUD) FY 2023
Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	**84,400**	**96,450**	**108,500**	**120,550**	**130,200**	**139,850**	**149,500**	**159,150**

	Median Income	**Family Four Low Income Limit**
DC	**$152,100**	**$95,300**

This grant will consider eligibility based on Household Beneficiary Data

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit E Budget Modification Form

BUDGET MODIFICATIONS

To request a Budget Modification, please reach out to your Point of Contact with Community Services to request the excel file.

The excel file should be returned to Community with the details (below) about your request. You may also send a PDF of the excel file in addition to the excel file itself. The excel is needed to upload to the database.

There should be a cover letter from the Executive Director requesting the modification as outlined in excel file attached. Only the Executive Director as a signatory to the Grant Agreement can request a Budget Modification.

The Excel file will guide you through the process.

The Excel template asks you for each line item in the A 3-2 (Personnel) to indicate the current budget and the requested budget modification for:

- Hourly rate
- Number of Hours to be charged to the Grant (total for the year)

Similarly for the A 3-1 the template asks the current Budget Amount for each line item and the requested modification amount for each line item in the A 3-1.

Each line item in the A 3-1 and A 3-2 must be included in the Modification.

The deadline to request a Budget Modification is June 1st of each year.

The Community Services team is available to provide technical assistance.

Cost Category	Current Budget	Increase (Decrease)	Requested Modificastion Amount
Personnel (Salary & Fringe)	$0.00	$0.00	$0.00
Credit Report	$0.00	$0.00	$0.00
Space	$0.00	$0.00	$0.00
Insurance	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Training	$0.00	$0.00	$0.00
IT Services & Support	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$0.00	$0.00	$0.00
Total Indirect Costs (De Minimis Cost Rate 15%)	$0.00		$0.00
Total Costs	$0.00	$0.00	$0.00

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit F Drug Free Workplace Certification

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code. and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - lll, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. Debarment, Suspension, And Other Responsibility Matters (Direct Recipient)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

1. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F. for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020. Notice shall include the identification number(s) of each effected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and incising termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (1), (c), (d), (e), and (f).

B. The applicant may insert in the space provided below the sites) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Drug-Free Workplace (Grantees who are Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, subpart F, for grantees as defined at 28 CFR Part 67; Sections 67 615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020.

As the duly authorized representative of the applications,
I hereby certify that the applicant will comply with the above certifications.

University Legal Services
220 I Street, NE Ste 130
Washington, D.C. 20002

1. Grantee Name and Address

Housing Counseling Services 2025-12

2. Application Number and/or Project Name

52-0902922

3. Grantee IRS/Vendor Number

Jane M. Brown, Executive Director

4. Typed Name and Title of Authorized Representative

Jane Brown

5. Signature

10/3/24

6. Date

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit G Service Area Eligibility

This grantee provides services to residents of all DC Wards and will focus on the neighborhoods in these corridors where DHCD has invested resources for housing development.

- 16th St NW Corridor near the intersection with Havard St NW (Columbia Heights) in Ward 1
- Georgia Ave and New Hampshire Ave NW Corridor (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- Rhode Island Ave and South Dakota Ave NE Corridor (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 5
- M and South Capitol Streets SW Corridor (Greenleaf/Waterfront) in Ward 6
- Benning Road and Florida Ave NE Corridor (NoMa/Ivy City/Trinidad) Ward 6
- Minnesota Ave and Benning Rd NE Corridor (Benning, Greenway) in Ward 7
- Pennsylvania Ave and Minnesota Aves SE Corridor (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- East Capitol and Benning Rd Corridor (Capital View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- Marion Barry Ave and Martin Luther King Aves SE Corridor (Historic Anacostia, Fairlawn Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- Marion Berry Ave and Alabama Aves Corridor (Skyland, Woodland, Garfield Heights) in Ward 8
- Martin Luther King Ave and Alabama Ave Corridor (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- South Capital St and Chesapeake Aves SE Corridor (Bellevue, Washington Highlands) in Ward 8

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit H Insurance Requirements

DHCD-BILL WINSTON-GRANT FOR VARIOUS COMMUNITY-BASED ORGANIZATIONS HOUSING COUNSELING AND SERVICES AF07082024

INSURANCE

A. GENERAL REQUIREMENTS. The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this grant, the types of insurance specified below. The Grantee shall submit a Certificate of Insurance to the Grant Administrator (GA) giving evidence of the required coverage prior to commencing performance under this grant. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the GA.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Grantee and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this grant, with the understanding that any affirmative obligation imposed upon the insured Grantee or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its subcontractors, and not the additional insured. The additional insured status under the Grantee's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the GA in writing. All of the Grantee's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Grantee or its subcontractors, or anyone for whom the Grantee or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the GA with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the GA in writing), covering liability for all ongoing and completed operations of the Grantee and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an

Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or it's equivalent) to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the GA in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee in connection with work under this agreement, with a minimum combined single limit of $1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Grantee shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Defense costs shall be in addition to and not erode the limits of liability
e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or it's equivalent)

3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

   Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   The Workers Compensation and Employers Liability shall be further endorsed to:
   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

   Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   The Workers Compensation and Employers Liability shall be further endorsed to:
   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the GA of commercial umbrella or excess liability insurance with minimum limits of $5,000,000 per occurrence and $5,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS
Any and all subcontractors engaged by Grantee for work under this agreement shall be required to have the same insured required of Grantee. Should the Grantee wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Grantee shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Grantee. In either instance, the Grantee must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

E. DURATION. The Grantee shall carry all required insurance until all grant work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this grant and two years for non-construction related grants.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the Grantee's liability under this grant.

G. CONTRACTOR'S PROPERTY. Grantee and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.

H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the grant price.

I. NOTIFICATION. The Grantee shall ensure that all policies provide that the GA shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Grantee no long complying with the above requirements. The Grantee shall provide the GA with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the GA with an updated Certificate of Insurance should its insurance coverages renew during the grant. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Grantee at least 30 days' notice of the change. Grantee must comply, at your expense, and deliver to the GA evidence of compliance before the change becomes effective.

J. CERTIFICATES OF INSURANCE. The Grantee must send to GA, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Grantee must also provide us with evidence of renewal before the expiration date of each insurance policy. Grantee is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . Certificates of insurance must reference the corresponding grant number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:
William Winston, Grant Administrator (DHCD)
1909 Martin Luther King Jr Av SE, Washington DC 20020
771-208-9628
Bill.winston@dc.gov

The GA may request and the Grantee shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Grantee expires prior to completion of the grant, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the GA prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the GA on an annual basis as the coverage is renewed (or replaced).

K. DISCLOSURE OF INFORMATION. The Grantee agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Grantee, its agents, employees, servants or subcontractors in the performance of this grant.

L. CARRIER RATINGS. All Grantee's and its subcontractors' insurance required in connection with this grant shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.

M. WARRANTIES. When applicable, the Grantee should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). GA should collect, review for accuracy, and maintain all warranties for goods and services.

Exhibit I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

DHCD Contract No. 2025-12
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT B

FY 2026 Statement of Work
and
Workplan

Applicant's Name: University Legal Services Inc.
RFA FY25

Services to be provided in FY26

The Grantee is funded to provide the service(s) identified herein *(see below)*. Services are to be provided by the Grantee in accordance with the description, conditions and procedures identified in Section 3.2 of the RFA FY25 for Housing Services (incorporated herein by reference); provided however, DHCD may alter descriptions, conditions and procedures at any time.

Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A6: Income Certification for the Property Acquisition and Disposition Division (PADD) Applicants

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B13: Technical Assistance for Coop and Condo Associations

CATEGORY C: TENANTS AND TENANT GROUPS
C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

FY26 Housing Counseling Services Workplan

Organization Name: University Legal Services, Inc.
Grant Number: 2025-12

Performance Period: 10/1/25-9/30/26

RFA Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	NRSA Ward 7 & 8 All Services	Total
A1	HUD Housing Counseling	100	Number of First Time Homebuyers Purchasing Homes	Public Service or NRSA	$42,848.43	$156,900.56	$338,121.40	**$537,870.39**
A1		132	Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		7447	Number of 1:1 Counseling Sessions (Budget & Credit)					
A1		1380	Number of unduplicated households					
A1		7447	Number of 1:1 Homebuyer Counseling Sessions					
A1		1380	Number of unduplicated households					
A2	8-Hour Homebuyer Class	20	Number of 8-hour Homebuyer Educations Classes	Public Service or NRSA	$7,561.48	$27,410.40	$59,546.71	**$94,518.59**
A2		165	Number of Attendees of 8-hour Homebuyer Classes					
A2		100	Number of DHCD Certificates issued					
A3	HPAP (EAHP/NEAHP)	30	Number of HPAP Pre Purchase Orientations conducted	**Non-Public Service or NRSA**	$26,465.21	$95,936.38	$208,413.51	**$330,815.10**
A3	(NPS ONLY)	130	Number of Attendees at HPAP Orientations					
A3		150	Number of Files submitted to HPAP Administrators					
A3		4000	Number of 1:1 HPAP Counseling Sessions					
A3		1320	Number of unduplicated households					
A4	IZ/ADU Orientations	30	Number of IZ Orientations Conducted	Public Service or NRSA	$3,780.74	$13,705.20	$29,773.40	**$47,259.34**
A4		350	Number of Attendees at IZ Orientations					
A4		264	Number of DHCD Certificates issued					
A5	IZ/ADU Income Certifications	165	Number of IZ/ADU Income Cetifications completed	Public Service or NRSA	$1,134.22	$4,111.56	$8,932.00	**$14,177.78**
A6	PADD	3	Number of PADD group training/coaching	Public Service or NRSA	$1,260.25	$4,568.40	$9,924.45	**$15,753.10**
A6		26	Number of Attendees at PADD group training					
A6		33	Number of 1:1 PADD sessions (if applicable)					
A6		26	Number of unduplicated households receiving 1:1 PADD sessions					
A6		26	Number of PADD Income Certifications					
A7	General Housing Services & Information (Group Training)	120	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)	Public Service or NRSA	$0.00	$0.00	$0.00	**$0.00**
A7		1400	Number of Attendees at Financial Literacy Trainings					
B10	Eviction Counseling	10	Number of Eviction workshops	Public Service or NRSA	$2,520.50	$9,136.80	$19,848.91	**$31,506.21**
B10		40	Number of Attendees at Eviction workshops					
B10		7	1:1 Eviction Counseling					
B10		7	Unduplciated households 1:1 Eviction Counseling					
B10		7	Number Evictions Prevented					
B11	SFRR	25	Number of SFRRP Orientations conducted (required)	Public Service or NRSA	$8,821.73	$31,978.79	$69,471.20	**$110,271.72**
B11		140	Number of 1:1 Intake sessions					
B11		75	Number of unduplicated households					
B11		40	Number of complete applications submitted in SFRRP Portal					
B13	Technical Assistance for Co-Ops and Condo Associations	12	Number of Co-Op Associations receiving Technical Assistance	Public Service or NRSA	$6,301.24	$22,842.00	$49,622.50	**$78,765.74**
B13	Coops	12	Number of Action Plans written for Co-Op Associations					
B13	Coops	54	Number of Successful Outcomes for Co-Op Associations					
B13	Coops	54	Number of Asset Management Improvement Services Provided for Co-Op					
B13	Coops	24	Numbers of Trainings on Board Operations Governance & Management to Co-ops					
B13	Coops	12	Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management					
B13	Coops	12	Number of written Asset Management & Sustainability Plans for Co-Ops					
B13	Coops and Condos	9	Number of Associations (Coops and Condos) referred to private/ nonprofit Law Firm					
B13	Coops and Condos	4	Number of Trainings on Development including Relocation and Construction Management					
B8		10	Number of Post-Purchase Workshops (not including Homeownership Preservation)	Public Service or NRSA	$3,780.74	$13,705.20	$29,773.40	**$47,259.34**
B8		30	Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)					
B8		13	Number of 1:1 Post-Purchase Counseling Sessions					
B8		30	Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions					
B9	Foreclosure Counseling	15	Number of Foreclosure Workshops	Public Service or NRSA	$6,301.24	$22,842.00	$49,622.30	**$78,765.54**
B9		50	Number of Attendees at Foreclsoure Workshops					
B9		66	Number of 1:1 Foreclosure Counseling Sessions					
B9		99	Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions					
B9		99	Number of Foreclosures Prevented					
C15	TOPA Pre-Purchase Counseling & Training	2	Number of TOPA Meetings with Tenant Association	Public Service or NRSA	$1,260.24	$4,568.40	$9,924.45	**$15,753.09**
C15		20	Number of Attendees at TOPA Meetings					
C15		3	Number of TOPA Training Workshops to Tenants					
C15		14	Number of Attendees at TOPA Training Workshops					
C16	TOPA Post-Purchase Counseling & Training	96	Number of TOPA Post Purchase Training Workshops	Public Service or NRSA	$12,602.48	$45,684.00	$99,244.53	**$157,531.01**
C16		304	Number of Attendees at TOPA Post Purchase Workshops					
C16		304	Number of unduplicated households					

C16		24	Number of one on one counseling sessions					
C16		27	Number of group training/coaching					
C17		12	Number of group training/coaching	Public Service or NRSA	$1,260.24	$4,568.40	$9,924.41	$15,753.05
C17		120	Number of Attendees at group training/coaching					
Marketing	MARKETING AND OUTREACH	7	Housing Fairs					
Marketing		3	Other Tabling Events					
Marketing		6600	Flyers Distributed	Public Service or NRSA				$0.00
Marketing		198	Social Media Posts (Facebook, LinkedIn, Instagram)					
Marketing		27	Mailings					
Marketing		8	Other					
	TOTALS	34969			$125,898.74	$457,958.09	$992,143.17	$1,576,000.00

DHCD Contract No. 2025-12
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT C

FY 2026 Budget

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
RESIDENTIAL & COMMUNITY SERVICES (NBA)

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	University Legal Services, Inc.
PERIOD OF PERFORMANCE:	**10/1/2025 to 9/30/2026**
FISCAL YEAR:	**FY 2026**
TYPE OF ACTIVITY:	**HOUSING COUNSELING & SERVICES**

Instructions: *Please add rows as needed.*

Cost Category	Oct/Nov/Dec	Jan to Sept	Total
Personnel (Salary & Fringe)	$306,100.77	$904,388.63	$1,210,489.39
Accounting Consultant	$750.00	$650.00	$1,400.00
Space	$21,600.00	$64,800.00	$86,400.00
Utilities	$1,600.00	$5,000.00	$6,600.00
Telephone	$814.00	$2,350.00	$3,164.00
Consumables	$800.00	$3,700.00	$4,500.00
Equipment	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Triple Net Lease	$10,800.00	$32,400.00	$43,200.00
Computer Consultant	$900.00	$3,700.00	$4,600.00
Internet	$900.00	$2,700.00	$3,600.00
Travel	$0.00	$0.00	$0.00
Training	$0.00	$631.40	$631.40
Due/Subscripption	$1,000.00	$4,000.00	$5,000.00
Postage	$0.00	$0.00	$0.00
Credit Report-NE/SE/MH	$250.00	$600.00	$850.00
Interpreter Service	$0.00	$0.00	$0.00
TOPA Consultant	$0.00	$0.00	$0.00
Total Direct Cost	$345,514.77	$1,024,920.03	$1,370,434.79
Total Indirect Costs (De Minimis Cost Rate up to Max 15%)	$51,827.21	$153,738.00	$205,565.22
Total Costs	$397,341.98	$1,178,658.03	$1,576,000.00

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
RESIDENTIAL AND COMMUNITY SERVICES (NBA)

Budget Form A (3-2): Personnel Information

REV.06/25/2025

ORGANIZATION NAME:	University Legal Services, Inc.
FISCAL YEAR:	**FY 2026**
BUDGET PERIODS:	**10/1/2025 to 9/30/2026**
TYPE OF ACTIVITY:	**Housing Counseling**

Instructions: *Please add number of rows for this portion of your budget as needed.*

Position/ Title	Employee Name	Oct/Nov/Dec Hourly Rate	Q1 # of Hours	Jan-Sept Hourly Rate	Jan-Sept # of Hours	Total Costs
Executive Director	Jane Brown	$112.09	300.30	$112.09	887.25	$133,112.48
Supervising Housing Counselor-NE	Tracey Turner	$42.23	462.00	$42.23	1,365.00	$77,154.21
Housing Counselor-NE	Evelyn Cruz	$31.21	462.00	$31.21	1,365.00	$57,020.67
Receptionist/Intake-NE	Janice Coleman	$26.88	415.80	$26.88	1,228.50	$44,198.78
Receptionist-NE	Michelle Beard	$35.65	277.20	$35.65	819.00	$39,083.75
Chief Financial Officer	Lan Ji	$90.33	277.20	$90.33	819.00	$99,019.75
Accounting Assistant	Nakia Montgomery	$36.92	300.30	$36.92	887.25	$43,844.35
IT Manager	Cheryl White	$62.91	277.20	$62.91	819.00	$68,961.94
Supervising Housing Counselor-SE	Jessie Gilbson	$37.50	462.00	$37.50	1,365.00	$68,512.50
Housing Counselor-SE	Sherry Armfiled- Ballentine	$31.21	462.00	$31.21	1,365.00	$57,020.67
Supervising Housing Counselor-MH	Sean Wallace	$48.17	462.00	$48.17	1,365.00	$88,006.59
Housing Counselor-MH	Charlene Gilchrist	$38.60	462.00	$38.60	1,365.00	$70,522.20
Communication	Kaya Cerecedes	$30.29	231.00	$30.29	682.50	$27,669.92
Program Manager-TP	Andrew Martin	$73.68	462.00	$73.68	1,365.00	$134,613.36
Personnel Subtotals				**Personnel Subtotals**		$1,008,741.16
Fringe Benefits (Max 20%)				**Fringe Benefits (Max 20%)**		$201,748.23
Total Grant Personnel Costs				**Total Grant Personnel Costs**		$1,210,489.39

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director	CG	3/24/25
2. Chris Earley, Deputy Director	CE	3/21/25
3. Julia Wiley, General Counsel	JW	3/19/25
4. Bill Winston, Associate Director of Community Services	WLW	3/14/2025
5. Ernest Merchant, Program Analyst	EM	3/14/25
6.		

SUBJECT:

Director's Comments:

Action

APPROVAL	CIRCULATE	CORRECTION	FILE	FYI	INVITATION	MEETING	SIGNATURE
☒	☐	☐	☐	☐	☐	☐	☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Greater Washington Urban League NBAP FY25 Housing Services $234,500.00

Grant 2025-03

Originating Office

FROM:E. Merchant	TELEPHONE NUMBER:
DATE:3/14/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE:

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

REV 1.0 10/25/23

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

MAR 24 2025

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel/OGC

Through: Bill Winston WLW
Associate Director of
Community Services

From: Ernest Merchant
Program Analyst

Date: March 14, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Greater Washington Urban League**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$234,500.00**
ATTACHMENTS:	**FY25 Grant Agreement #2025-03** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-03
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

DISTRICT OF COLUMBIA.

COMMUNITY SERVICES
HOUSING COUNSELING SERVICES

GRANT AGREEMENT

BY AND BETWEEN
THE DISTRICT OF COLUMBIA
AND

GREATER WASHINGTON URBAN LEAGUE, INC.

This Grant Agreement ("Grant" or "Agreement"), is made effective as of March 24, 2025, ("Effective Date"), by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the D.C. Department of Housing and Community Development (hereinafter referred to as "Department," "DHCD" or "Grantor") and Greater Washington Urban League, Inc., a District of Columbia non-profit corporation Grantee [DUNS No. Unique Entity Identifier (UEI) J81NAZPM6R39] (hereinafter referred to as "Grantee") with its principal place of business at 2901 14th St NW Washington DC 20009. Grantor and Grantee shall be collectively referred to herein as the "Parties."

RECITALS

1. The Department with offices at 1909 Martin Luther King Jr Avenue SE, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975, D.C. Official Code§ 6-1001 *et seq.*, and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Department is authorized to fund community based non-profit organizations that provide housing counseling services for low- and moderate-income persons.

3. On June 7, 2024, the Department published a Notice of Funding Availability ("NOFA") in the D.C. Register, which announced the forthcoming issuance of the Fiscal Year ("FY") 2025 Request for Applications ("RFA") for the Neighborhood-Based Activities Housing Counseling Services Program ("HCSP"). The RFA was issued on June 21, 2024, that solicited applicants to provide services to District of Columbia ("District") residents as a part of the Department's HCSP. HCSP includes Public Services ("PS"), and Non-Public Services ("NPS") as defined in Section I herein. U.S. Department of Housing and Urban Development ("HUD") approved counseling agencies employing one or more certified HUD counselors are eligible to provide both PS and NPS services, while organizations which do not have HUD approval status may provide PS services only. The RFA included an opportunity for applicants to provide one or more of seventeen (17) services listed in the RFA. These services include HUD-approved counseling in keeping with 24 CFR 5.100 and related Federal regulations (in 2 CFR Part 200, and 24 CFR Part 214) as well as services related to local DC programs which are administered by the Department. The RFA and the requirements set forth therein are also incorporated by reference herein.

4. The Grantee's RFA application demonstrates that its organization possesses project management, and organizational and administrative capacity to successfully perform as a nonprofit grant subrecipient under the Department's HCSP, and accordingly DHCD has determined to award a grant to the Grantee in FY 2025 ("25" or "2025").

5. The Grantor proposes to fund HCSP grant activities in FY 2025 from its allocation of Community Development Block Grant ("CDBG") funds authorized by Title I of the U.S. Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), 24 CFR Part 570.

6. As a condition precedent to disbursement of the Grant proceeds to Grantee for the sole and exclusive purposes described in Exhibit A (which includes the "Statement of Work" and the approved "Workplan", both attached hereto and made a part hereof), the Department requires that Grantee enter into this Agreement setting forth the terms and conditions of the Grant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are hereby incorporated by reference and made a part hereof.

Section I. Definitions.

A. As used herein, the following terms shall have the meanings indicated:

a) **Fiscal Year**: All references to Fiscal Year(s) ("FY") herein refer to the District Government fiscal year which is October 1st to September 30th
b) **Neighborhood Revitalization Strategy Area** ("NRSA") refers to the HUD approved areas of Wards 7 and 8 which have been designated as strategic areas for revitalization. Services to Ward 7 and Ward 8 regardless of whether Public Service or Non-Public Service, attributed to the NRSA.
c) **Non-Public Services** refers to 24 CFR 5.100 counseling services provided to clients in connection with the purchase of a specific home. All other 24 CFR 5.100 counseling is Public Service.
d) **Public Services** refers to all other services and may include group training and/or one on one counseling.
e) **Performance Periods**: The Performance Period is defined as the start date and end date for which Grant funds are awarded to execute an approved Workplan and Statement of Work in keeping with the RFA for FY 2025. (See Section IV below.)

Section II. Exhibits.

The Exhibits listed below and the terms and conditions of the same are incorporated herein and made a part of this Agreement.

A. Services to be Provided
- Statement of Work
- Section 3 from the FY 25 RFA: Services
- Workplan as approved by the Grantor

B. Budget
- Schedules A (3-1) and A (3-2) for the First Performance Period

C. Required Reporting Forms
- Monthly Performance Report on group trainings/orientations/workshops and one on one counseling (in connection with the Statement of Work and Workplan), as well as reports on DHCD certificates issued, outreach and marketing activities, and upcoming group trainings.

- Quarterly Beneficiary Data and Demographics for each of the following (a) PS, (b) NPS, and (c) NRSA activities.
- Quarterly Language Access Report (Optional)
- Quarterly Banking Report (as applicable)
- Quarterly Procurement Report (as applicable)
- Quarterly Submission of Minutes of Board of Directors Meetings

D Method to determine Client Eligibility for Services
E Budget Modification Form
F Drug Free Workplace Certification
G Service Area Eligibility
H Insurance Requirements
I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Section III. Grant Award

A. The Department shall make a Grant of the District's CDBG Entitlement Grant Federal Award No: B-24-MC-11-0001 ("CDBG Federal Award") to Grantee in an amount not to exceed Two Hundred Thirty-Four Thousand Five Hundred Dollars and No Cents ($234,500.00)(the "Grant") and is allocated as follows:

Sources and Uses of Funds:

NRSAs Ward 7 and Ward 8 [CDBG EN]	$ 56,630.00
TOTAL CDBG [EN]	$ 56,630.00
LOCAL FUNDS	$ 177,870.00
TOTAL AWARD [All Sources]	$ 234,500.00

Notwithstanding the source of funds designated above, the Grantor reserves the right to provide funding from another source(s). In all instances, applicable Federal and District laws and regulations shall apply regardless of the funding source. The Grant award shall be used to fund a range of services which HUD has defined as Housing Counseling Services: Public Services and Non-Public Services by a HUD Approved Counseling Agency ("HCA").

The specific Grant activities are described in Exhibit A (attached hereto) which includes
(a) the Statement of Work,
(b) Lines of Services - Section 3.2 of the Request for Applications (RFA), and

(c) The approved Workplan
(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

C. The Grant services will benefit low-and-moderate income persons living in the District of Columbia. In keeping with recent Presidential Executive Orders, Grantees should only use grant funds for US citizens and should maintain such documentation to prove citizenship.[13]

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as Exhibit B. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.

D. The Catalog of Federal Domestic Assistance ("CFDA") number is 14.218.

E. The Uniform Administrative Requirements for Federal Grants are applicable to this grant award and are available online at https:/ www.ecfr.gov current/title-2/subtitle-A chapter-II/part-200?toc=1. Also, the Grantee must comply with the Community Development Block Grants regulations 24 CFR part 570 that govern this award and other related HUD regulations, which are incorporated herein by reference.

Section IV. Grant Term and Periods of Performance

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2025. During this term, there are two Performance Periods. The First Performance Period is the Effective Date to September 30, 2025. The Second Performance Period is October 1, 2025, to December 31, 2025.

Funding for each Performance Period is in the sole discretion of the Grantor and requires meeting all due diligence requirements prior to award.

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[13] Examples of such document may include copies of unexpired state issued Real ID identification or driver's license, unexpired US passport or US passport card, active duty Military ID, current Green Card or Naturalization documents with state issued photographic identification.

The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of Grant funds or other Grant assets.

Section V. Statement of Work/CDBG Eligible Activities/Eligible Costs/Business Operations

A. CDBG Eligible Activities

1. Grantee shall use the CDBG Grant proceeds solely to fund Grantor-approved service activities that are intended to provide services and empower low- and moderate- income persons in the District of Columbia to make informed housing choices and achieve their housing goals, whether it's finding affordable rental housing, purchasing a home or obtaining financial assistance for critical home repairs.

The best way to provide this critical information to a client in order to assist them in their decision-making process is to adhere to 24 CFR 5.100[14] [in which a HUD certified counselor conducts (1) intake (2) financial and housing affordability analysis with affordability calculation (3) an action plan and (4) follow-up counseling to implement the action plan and achieve its stated goals].

The Grant services to be provided are described in Exhibit A. This description includes the major tasks, activities and project deliverables to be provided under this Grant. The Grantor reserves the right to alter or change the District of Columbia program requirements including eligibility, services provided, service methodology, service delivery and program goals during the performance period.

The proposed Grant activities are CDBG eligible activities pursuant to 24 CFR 570.201(e).

2. Grantee shall sponsor outreach events that inform the community about the Grant activities and participate in other community events as requested by Grantor.

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[14] 24 CRF 5.100: "Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling."

3. The Grantee must retain records which demonstrate that each activity funded under this Grant is CDBG eligible and document the amount of CDBG funds expended for each activity. This includes the activity itself, the outcomes, and the records concerning beneficiaries in keeping with subsection (B)(2) below receiving services. Any authorizations needed together with beneficiary statistical information should be obtained by the Grantee during intake or registration. HUD does not grant exceptions or authorize the District to make exceptions to this requirement.

B. CDBG National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention of slums or blight; 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. The Grantee certifies that the CDBG-assisted activities to be carried out under this Agreement will meet the National Objective of primarily benefiting low- and moderate-income persons (limited clientele activities) in accordance with Federal and District Requirements. The minimum threshold requires that at least 51% of the households served with CDBG funding must be low- and moderate-income households; provided however, that a Grantee whose application claimed additional scoring points for agreeing to provide Grant services to more than 51% low- and moderate-income beneficiaries, must adhere to the percentage they elected in their application.[15]

In accordance with the Grantee's election in their Application for a grant award and for receiving additional points in scoring, the Grantee has agreed to exceed the minimum requirement and to serve at least 90% low- and moderate-income beneficiaries.

Note: This percentage cannot be decreased as it was used for scoring in a competitive round of funding.

4. The Grantee shall disclose to any client that services are provided free of charge by a Grant funded by DHCD using Federal funds and therefore the Grantee has certain reporting

[16] In responding to the RFA published June 21, 2024, applicants were given the opportunity to receive additional points in scoring for committing to exceed the CDBG minimum threshold to either a 75% minimum or a 90% minimum.

requirements in order to provide the Grant services free of charge. The Grantee shall use appropriate forms to obtain a client authorization, as required, to comply with the terms of this Agreement and to meet HUD reporting requirements,

C. Staffing

Where HUD requires services are to be provided by a Certified HUD Housing Counselor, the Grantee shall comply with that requirement and not permit services reserved to HUD certified counselors to be provided by others.

To the extent applicable, Grantee agrees to secure the services of qualified personnel that are licensed and bonded in the District of Columbia to perform the CDBG Federal Award activities and services listed in Exhibit A.

Any changes in personnel or their general Grant responsibilities as set forth in Exhibit A are subject to the prior written approval of DHCD. In this regard, it is essential that the Grantee immediately report terminations and proposed new hires to the Grantor.

D. Business Operations

1. Grantee shall observe business hours of operation onsite in their service location(s) that align with District Government hours of operation specifically Monday through Friday 9:00 am to 4:30 pm (DC holidays excepted)[16] and shall ensure that sufficient staff are on site at Grantee's place of business to carry out Grant services.

2. During the hours of operations, Grantee shall have live answered telephones for incoming calls. If the Grantee's phone system utilizes an auto-attendant function or voicemail, announced option to the caller must include an option to press a certain key (such as "0" for an Operator) to be connected to a staff person in real time who can answer and field questions, redirect a caller to a staff person who can address a caller's inquiries, or provide registration information. DHCD and other DC agencies such as the Office of the Attorney General may check Grantee's compliance with this requirement from time-to-time.

[16] DC Holidays include New Year's Day, Dr. Martin Luther King, Jr. Holiday, Washington's Birthday, DC Emancipation Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Day.

E. Grantee may offer clients virtual appointments as well as virtual group informational or educational activities, but Grantee shall also provide clients an option for in-person services (including both in-person one on one appointments as well as some in-person group informational or educational activities.) The Grantee shall not refuse in-person services to DC residents.

F. Housing Resource Center (HRC) and Late Night Hours: As required by the RFA, "Applicants selected for the award shall participate (in a regular rotation) in staffing onsite at the Department's Housing Resource Center (HRC). The HRC provides services to DC residents by appointment and walk-ins." The HRC is located in the Grantor's offices at 1909 Martin Luther King Jr Av SE. The HRC coordinator, in conjunction with the Associate Director for Community Services, will develop a schedule in consultation with Grant subrecipients for staffing the HRC on a rotating basis on weekdays.

RFA applicants were awarded additional points in their score by committing to "Extended Office Hours." The options included providing office hours until 7:00 pm at least one (1) day a week in their office location and/or until 7:00 pm at least two (2) days a month in the HRC.

In accordance with the Grantee's selection in their Application for grant award and funding, the Grantee has committed to serve Extended Office Hours No Commitment to Extended Office Hours in either location.

Section VI. Disbursement/Required Support Documentation

A. <u>Reasonable, Allowable, Necessary, Allocable</u>

1. Grantee may request reimbursement for actual expenses incurred to provide services and as described in the Grant Budget (A 3-1 and A 3-2). Requests must meet all four criteria: reasonable, necessary, allowable, and allocable. (2 CFR 200.305)
   a. ***Allowable costs.*** Reimbursements are limited to the expenses directly related to activities supported by the grant activities and are subject to the regulations of the Federal and District Governments. Expenses related to activities should be necessary, reasonable, allowable and allocable.
   b. ***Limitations on allowable costs.*** A grantee may not use an indirect cost rate to determine allowable costs under its grant.
   c. **Some *Unallowable costs.*** Expenses that are not allowable include (but are not limited to) sales tax, late fees, debts, tips & gratuities, food, alcohol, controlled substances, cash reserves or investments, money given to individuals (including

donations, grants or loans), contributions to organizations, costs of fundraising, fund development, grant writing, advocacy, lobbying, and purchase of goods or services for personal use or benefit.

2. In addition, Grantee must demonstrate to the reasonable satisfaction of the Grantor that Grant performance milestones have been achieved. All requests for payment of eligible expenses shall be associated with the budget line items specified in Exhibit B (Budget Schedule A (3-1), estimated cost invoices and satisfactory Grant performance.

3. Grantees may not be reimbursed for expenses paid through Cash app or other similar peer-to-peer payment platforms, since such platforms create issues for recordkeeping, auditability, and compliance with grant regulations.

4. The Grantee shall not supplant funds or seek reimbursement for expenses that may be reimbursed by another grant (Federal, District, or private) either prior to or subsequent to reimbursement by the Grantor.

5. The Grantee must have the capacity for bookkeeping and accounting services required to track Grant expenses and create payment requests in keeping with Federal and District requirements, either on staff or by a third-party contractor.

6. The Grantee shall create and submit payment requests in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the Grantee to create and submit invoices by selecting the applicable purchase order number which is listed on the Grantee's profile.

7. All Grantees must be registered in the portal prior to invoice submission. The vendor portal website is **https://cfo.dc.gov./supplier_portal**. Please log onto the portal for further details and instructions. Questions can be submitted to **suppliers@dc.gov**.

B. Form of Submission of Payment Requests

1. The cover sheet to the reimbursement package must be the 30A Form of the Department [RCSD DHCD 306A Revised October 2024]. No other cover sheet is needed. This form should contain the Purchase Order Number, the IDIS Number, and the Partial Payment Number in accordance with Department's guidelines.

Payments requests are contingent upon certification by the Grantee in the following form as contained on the 306A (RCSD DHCD 306A Revised October 2024). The Certification is to be made by the chief executive officer, or the chief financial officer or the chief operations officer if the Governing Board has authorized this officer to act on behalf of the board to sign.

"I certify that all items, quantities and prices of work and material shown in the requisition are correct to the best of my knowledge and belief. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information , or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812." (2 CFR 200.415)

2. Page 2 and Page 3 shall be the Reimbursement Request A 3-1 and A 3-2.

3. Page 4 shall be the Invoice Cover Sheet with:
   a. A unique identifier (e.g. a row number or brief alphanumeric code) shall be assigned by the Grantee to non-personnel invoices and with the same unique identifier marked on each and every supporting document (e.g. receipt, proof of payment, cancelled checks, contracts, scopes of works, services rendered, vendor statement or document, Grantee's notes) submitted. The unique identifier shall be listed on the invoice cover sheet.
   b. Vendor's name
   c. Remittance address
   d. Invoice number
   e. Invoice date
   f. Contract number (also known as Grant Number)
   g. Purchase order number (if any)
   h. Invoice Amount
   i. The Amount which the Grantee is requesting reimbursement
   j. Quantity of goods/services delivered. Deliverables. Shipping and payment terms
   k. Other substantiating documentation that justifies and supports the payment request.

4. Page 4 and subsequent pages as needed shall include the supporting documents for the reimbursement request including signed timesheets, payroll reports, invoices from vendors marked as described above. (See Section E below.)

C. HUD Related Requirements

1. Federal regulations require that reimbursement under the Grant is tied to (a) beneficiary data reporting and (b) program performance. Failure to meet reporting deadlines for performance and/or beneficiary service data will suspend temporarily the processing of Grantee payment requests. Staff unavailability does not waive the requirement to meet reporting deadlines, and Grantee shall ensure that adequate staff are trained or cross-trained to prepare and submit reports timely.

2. The Grantee should be aware that HUD maintains an *Integrated Disbursement and Information System* ("IDIS"), a database in which the Grantor must make reports during the performance period on each Grantee's account. HUD flags subrecipient accounts when reporting is not provided by a deadline. Such a flag shall constitute a default. Multiple flags or failure to meet the conditions for HUD to remove a flag may result in suspension or termination in keeping with Section XII (C) of this Agreement.

D. Schedule for Submission of Reimbursement Requests

1. Requests for reimbursement shall be submitted in a timely manner by the date due. Failure to meet a deadline shall constitute a default.

2. On the 10th day of each month, the Reimbursement Request shall be for the prior month; provided however, the September reimbursement request must be submitted earlier in October on the date specified by the Office of the Chief Financial Officer of the District of Columbia, which is usually between the 5th and 7th day of October. *(Grantee may wish to use other funding sources for the late September payroll to facilitate meeting the deadlines.)*

3. In order to close-out the grant by September 30th, the October request should be the only request submitted in September.

4. The monthly schedule for submission is as follows:

Month	Due Date
March	April 10th
April	May 10th
May	June 10th
June	July 10th
July	August 10th
August	September 10th
September	October 5th or 7th as specified by the DC CFO
October	November 10th
November	December 10th
December	January 10th
January	February10th
February	March 10th

5. As applicable, expenses incurred pursuant to a project commitment in IDIS that has been approved by the Grantor and are otherwise eligible for reimbursement at the Grantor's sole discretion, may be reimbursed, regardless of when those expenses were incurred.

E. Source Documentation

1. All costs and obligations incurred under this Grant Agreement must be supported by source documentation (e.g. invoices, receipts, contracts, canceled checks, etc.). Documentation may also include approved time distribution sheets and certified payroll reports for employees and contracts.

2. The Grantee must satisfy all documentary requirements to the reasonable satisfaction of the Grantor prior to the disbursement of Grant funds.

F. Requirements Applicable to Disbursed Funds/No Escrow

1. Grantee shall not escrow Grant funds. However, nothing shall prohibit the Grantee from supplementing funding for these activities from other sources including other grants, funders or donors.

2. Any cash advances disbursed pursuant to this Agreement must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate

cash requirements of the Grantee in carrying out the purpose of the Grant. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct Grant program or project costs and the proportionate share of any allowable indirect costs.

3. If at any time it is determined that more Grant funds are disbursed to Grantee than what was required by the Grantee's immediate disbursement needs, Grantee shall immediately return to Grantor the excess funds.

4. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations or fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee.

G. The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect cost rate, as further described in Section (C)(4) and Section (C)(5) (Reporting Requirements) below.

H. In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant proceeds within three (3) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant proceeds, unless another date shall be agreed to be the parties in writing. The Grantor reserves the right to recover such losses by any legal remedy available.

Section VII. Budget Modifications

A. Any amendments to the budget (change in the amounts specified in the individual cost categories set forth in Exhibit B). may be approved by the Grant Administrator, so long as the total amount of the budget is not exceeded.

B. Any increase in the total Grant amount must be approved by the Director of the Department. If the change is made at the request of the Grantee, the request shall be in writing dated and shall be submitted on a Budget Modification Form, attached hereto as Exhibit E.

1. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and dated using the appropriate excel format or the appropriate online portal if available.

2. The Grantee shall make modification requests by June 1st, to allow sufficient time for processing prior to the start of the fourth quarter of the fiscal year. No more than two modifications may be required in the performance period. Requests for modification to the budget shall not be approved after June 1, 2025, except for extenuating circumstances specified in writing, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion.

3. The Department will not approve reprogramming of personnel funds for positions not filled in compliance with this Agreement and Grantee's personnel policies submitted to Grantor. If at any time DHCD requires a more detailed budget breakdown than the one contained herein, the Grantee shall provide such supplemental budget information in a timely fashion and in the form and content prescribed by DHCD.

Section VIII. Conditions Precedent to Grant Closing and Grant Disbursement

Grant closing shall mean the date on which Grantee has satisfied all conditions precedent to execution to the satisfaction of the Grantor, at which time both parties have executed and delivered the Grant Agreement. No Grant proceeds shall be disbursed prior to Grant closing.

The following conditions must be met prior to Grant closing:

A. Eligibility Determination. Determination by the Grantor that Grantee's proposed Grant activities meet eligibility and national objective requirements specified by the CDBG Program regulations at 24 CFR §§ 570.200 through 570.209. Grantor has determined that the proposed Grant activities are eligible for CDBG Program funding pursuant to 24 CFR 570.201(e) (provide housing counseling services to low- to moderate-income households).

B. Environmental Clearance. Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historic preservation reviews, and HUD has issued an approval of the release of funds.

C. Due Diligence Submissions. The following items must be delivered to DHCD for approval prior to Grant execution and Grant closing:

1. Articles of Incorporation, organizational by-laws and certification of nonprofit status.
2. Board/Corporate Resolution, memorializing
   a. the Grantee's intent to enter into this Agreement
   b. identifying the total Grant amount of the award
   c. identifying the Grant Number
   d. identifying the funding source(s) of the award, and
   e. identifying the authorized person by name and title who is authorized to sign on behalf of the corporation to enter into this Agreement.
3. Certificate of Good Standing
   a. issued by the DC Department of Licensing and Consumer Protection (DLCP)
   b. certified within 6 months of the Effective Date of this Agreement.
4. Certificate of Clean Hands
   a. issued by the DC Office of Tax and Revenue (OTR)
   b. certified within 90 days of this Agreement.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia to carry out the Grant activities.
6. Evidence that Grantee has obtained insurance, as provided in Exhibit H. If the renewal period for any insurance requirement occurs during the Grant performance period, the Grantee is required to submit to the Grantor evidence (Certificate Of Insurance) of insurance renewal to cover the remaining Grant performance period.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Effective Date.
8. An Affirmative Action Plan ("AAP") must be submitted by the Grantee for review and approval by the District prior to Grant execution and the disbursement of any Grant proceeds. The AAP shall be in a form to be determined by the District and must detail the Grantee's efforts to comply with the District's goals for achieving equal employment in District government contracts and set forth specific standards for the utilization of minorities in all job categories, as required by Mayor's Order 85-85 and District law.
9. Drug-free Workplace Certification (Exhibit F).
10. Debarment affidavit and verification confirming that Grantee is not debarred or suspended or otherwise excluded from or ineligible for participation in federal or District assistance programs under Executive Order 12549 or District law.

D. Opinion of Counsel. Grantee shall submit a written opinion of the Grantee's attorney, which states that the attorney has read the Grant documents and that the Grantee:

- Is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary.
- Has the full authority and legal right to carry out the terms of this Grant Agreement and all documentation required hereunder to be executed by Grantee; and
- Has taken all actions to authorize the execution, delivery and performance of this Grant Agreement and any documents required to be executed in connection with the Grant according to their respective terms

The Opinion shall further state that none of the aforesaid actions, undertakings or agreements violate any restriction, term, condition or provision of the Grantee's organizational documents or any contract or agreement to which Grantee is a party or by which it is bound. The Opinion must identify the Grant Agreement by name and Grant number, and the counsel must specifically identify the documents upon which the Opinion is based.

E. Current on District Obligations. Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant, including all local taxes and charges affecting Grantee's business.

F. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Proceeds, including, but not limited to the Council of the District of Columbia and the Chief Financial Officer of the District of Columbia.

G. Clearance Approval issued by the DHCD Office of Program Monitoring.

Section IX. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. The Grantee shall cure all report deficiencies identified by the Department and resubmit for approval by the Grantor within 14 calendar days of the notification. The requirements of monthly and quarterly reports [VII.(A) and (B) are in Exhibit C.]

A. Monthly Reporting

Monthly Performance Reporting. The Grantee shall use the online reporting portal provided by the Grantor and shall provide a complete performance report by the 10th day of each month reporting on Grant activities, accomplishments and performance of the prior month. Failure to submit the report by the tenth day of the month following the end of each

month shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

B. Quarterly Reporting

On the 10th day of January, April, July, and October, the following quarterly reports for the previous three months shall be due and provided by the Grantee in the form and method required by Grantor:

1. Quarterly Report on **Beneficiary Data and Demographics** (separate reports for PS, NPS and NRSA).

2. **Banking Report** (as applicable)

3. **Non-expendable Equipment Inventory Report** (as applicable) (the purchase or lease of non-expandable equipment). The purchase of all computer equipment must have prior approval from the Department.

4. **Procurement Report** (as applicable).

5. Copies of the **Minutes of the Board of Directors** meetings, which took place during the previous quarter; and

6. **Language Access Report** (optional) If services are provided in languages other than English, we encourage a language access report to be made.

Failure to submit any or all Quarterly Reports by the tenth day of the month following the end of a quarter shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

C. Additional Report Requirements

The following reports are due to the Department within the timeframes indicated below. If these documents were previously submitted, they must be updated and resubmitted.

1. Fringe Benefits Report

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects funded from the proceeds of this Grant shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefits rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the change. The report shall be submitted to DHCD within fifteen (15) days of Grant execution.

The fringe benefits rate for any personnel costs funded by this Grant shall not exceed 20% of the base salary rate indicated in Schedule A Form A (3-2) of the budget (Exhibit B).

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to the date of the Offer Letter.

All personnel costs approved under this Grant Agreement must be filled within ninety (90) days of Grant execution or within ninety (90) days of the vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than ninety (90) days, whether intermittent or consecutive, at any time during the Grant period may result in the loss of funds for the position.

Grantee must submit transcripts of training or continuing education for individual staff and counselors to the Grantor.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with CDBG funds, in accordance with the requirements specified in 2 CFR Part 200 (Exhibit D). The property inventory list must include, at a minimum, a short

description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

a. The Grantee shall submit a budget and Cost Allocation Plan showing its direct and indirect costs and the allocation of such costs to the Grantee's activities, including the administration of the activities and services provided under this Agreement. The plan must show all allowable and unallowable costs and how such costs are included in the direct and indirect costs in accordance with 2 CFR Part 200.

b. A current Cost Allocation Plan must be submitted no later than thirty (30) days following Grant execution.

c. The Cost Allocation Plan must include all sources of funding for the Grantee, including this, Grant and to which program/cost centers each source has been applied using the Grantee's chart of accounts (referencing individual budgetary line items).

The Grantee must provide:

i. the total amount of funding from each funding source,
ii. the total staff employed by the Grantee, regardless of funding source, staff allocation per grant/program and the estimated percentage of time spent per grant program.

d. As required by HUD, the Cost Allocation Plan is subject to approval by the Grantor. The Grantee shall cure any defects or omissions in the Cost Allocation Plan within 60 calendar days of the notice to cure.

e. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. The waiver request must detail the reasons for the waiver request and include a copy of the relevant audited financial statements.

f. Claims for reimbursement of documented Grant expenses shall comply with 2 CFR Part 200 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.

5. Indirect Cost Rates

a. Grantees may request reimbursement for indirect costs based on their Cost Allocation Plan. The Cost of Allocation Plan must be reviewed and approved by the Grantor. The Grantee is required to keep records of the expenses charged to the Indirect Cost Rate for monitoring and close-out.

Grantees with Indirect Cost Rates are required to use their indirect cost rate. Grantees with provisional rates must demonstrate the rate is not expired or that it is currently used by a Federal Agency in awarding Federal funds to the Grantee during the current Fiscal Year. Other Grantees may use the Federal *de minimis rate* of 15%. In either case (*De Minimis rate* or Federally Approved rate), Grantee shall maintain records (available during monitoring, or close-out or upon request) indicating which costs in the cost allocation plan and the dollar amount have been attributed to the Indirect Cost.)

Indirect cost rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with supporting documentation. DHCD will not make adjustments to indirect cost rates after June 1st.

The Grantor does not issue or award Indirect Cost Rates.

Grantees who wish to obtain a Federally authorized Indirect Cost Rate are encouraged to contact the "Cognizant Agency" which is the US Department of Health and Human Services.

b. For all personnel costs funded under this Agreement, Grantee must maintain documentation for use of indirect cost funding and provide the same when requested for verification of expenditures in keeping with the approved cost allocation plan, including, but not limited to cancelled checks, employee signed and supervisory approved employee time sheets, invoices and bank records.

c. Expenses charged to an indirect cost rate must be accompanied by and cross-referenced to and reconciled with an independent audited financial statement, which accounts for all (grant funded and non-grant funded) activities by the Grantee during the fiscal year in which the indirect cost rate is based.

6. Organizational Audit

Grantee must submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year.

Note to All Grantees: All Grantees must ensure their financial records are available for review or audit by appropriate officials of the Federal Government and the District Government.

7. Auditor's Management Letter.

Grantee shall submit an auditor's Management Letter to the Grantor at the time it submits the annual audit.

8. Procurement Policy, Accounting Policies and Procedures, and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution, the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of the Grant. These policies and procedures shall be in accordance with the requirements of 2 CFR Part 200. The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

If the Grantee has previously submitted these documents, and the documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a certified statement (the "Re-certification Letter") to the Grant Administrator indicating when the most current document was submitted to the District and certifying that no changes to these policies and procedures have since been made.

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D. Summary of Report Deliverables and Receipt Due Dates:

	Report	Receipt Due Date
1	Monthly Performance Report	No later than the 10th day of each month
2	Quarterly Beneficiary Data	No later than January 10th, April 10th, July 10th and October 10th – a separate report for each use: PS-NPS-NRSA
3	Language Access Report (Optional)	No later than January 10th, April 10th, July 10th and October 10th
4	Fringe Benefits Report	Within 15 days of Grant execution
5	New Hires/New Employees Information (Job Description & Resume) HUD certificate if certified counselor	10 Days prior to the Offer Letter of Employment being sent to the candidate
6	Notice of Vacant Position	Within 10 days following the vacancy
7	Non-expendable Equipment Report	Within 15 days of Grant execution and quarterly thereafter
8	Procurement Policies and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
9	Accounting Manual and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
10	Cost Allocation Plan (based on and tied to the most recent audit)	Within 30 days of Grant execution
12	Independent Financial Audit	Within 90 Days of the Close of the Grantee's Fiscal Year

	Report	Receipt Due Date
13	Single Audit Report (if applicable)	Within 30 Days of submission to the Federal Audit Clearinghouse
14	Auditor's Management Letter	Submitted with the submission of the Audit
15	Requests to revise Budgets and/or Workplans	Prior to the 1st day of June
16	Grantee's Close-Out Report (Section XV.) Inventory Report & Annual Report	Within 90 Days of the end of the Term of the Grant.
17	HUD 9902	Within 30 Days of Submission to HUD
18	HUD Monitoring Report	Within 30 Days of Receipt from HUD monitor or the HUD intermediary monitor.

Section X. Accounting/Audit Requirements

A. Accounting System

1. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in Exhibit B.

2. Accounting records should be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.

3. Any funds provided to the Grantee or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest-bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

Grantee shall submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year, contingent on the following:

1. Grantees receiving an aggregate of $1,000,000 or more from all funders in Federal funds must in accordance with Federal regulations obtain an independent audit (Single Audit Act of 1984 , Single Audit Amendments Act of 1996, and 2 CFR Part 200). A standard audit may be supplied pending the completion and submission of the Single Audit.

2. Grantees:
   (a) Required to be audited by any State or political subdivision(s) thereof (whether by statute or regulation) or
   (b) Who conduct an audit to submit to any government or private funder, or foundation or corporate funder or
   (c) Whose governing body or senior management obtains an audit,

   shall be required to submit that audit to the Grantor upon receipt of the same.

If the Grantee is not audited in accordance with (1) and (2) above, the following shall apply:

3. A Grantee whose corporate entity receives or expends less than $999,999 as reported to the Internal Revenue Service in the 990 Tax Return without amendments, deletions or summarized details must file with the Grantor a financial report prepared by an independent Certified Public Accountant and certified by the same that contains:
   - income statement or Statement of Activities,
   - balance sheet or Statement of Financial Position,
   - statement of Functional Expenses by program or cost centers such statement to break out separately the Grantor's funding by Grantor's program(s) separately from all programs or cost centers used.
   - statement of cash flows, and
   - independent review and certification of the financial statements including a review of the management's financial internal controls.

   In addition, the nonprofit organization must file a biennial audit that covers both years within a biennial period. See 2 CFR Part 200, Subpart F.

4. The Grantee shall fully clear any deficiencies noted in the audit reports within sixty (60) days after receipt by the Grantee.

5. . Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default of this Grant and may result in the withholding of future payments and/or debarment from participation in future Grants.

Section XI. Grant Administration

The Grant Administrator is:

William Winston
Associate Director for Community Services
DC Department of Housing and Community Development
1909 Martin Luther King Avenue SE, Room 304
Washington, D.C. 20020.

The telephone number is (771) 208-9628. All concerns regarding the technical implementation and interpretation of this Grant are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line-item changes and terms) where there is no dollar increase.

Section XII. Repayment of Grant Funds/Grant Performance Monitoring Default and Remedies

A. HUD Monitoring

The Grantee is subject to monitoring by HUD and agrees to provide all required information, data, records, files including client files, case notes, correspondence and emails, reports, beneficiary data, performance data, financial records, supporting documentation, to satisfy HUD monitoring. Notwithstanding the date of a finding by HUD, should HUD make a finding, the Grantee shall be responsible to cure the defect, and should HUD require repayment of Grant funds for any reason to the Federal Government, the Grantee shall be responsible for repayment in the amount specified by HUD. Repayment shall be made to the District of Columbia and by the District to the Federal authority in satisfaction of the HUD requirement. HUD monitoring is not confined to the performance period but extends through the record retention period provided in Section XV.

B. Grant Performance Evaluation

1. DHCD will monitor the performance of the Grantee to ensure that the goals and performance standards stated in the Statement of Work and Work Plan and RFA are being achieved according to schedule and within budget.

2. All records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. Grantee shall make timely submission of all information and/or records requested by DHCD or HUD to assess performance under the Agreement.

C. Suspension or Termination of Grant Assistance

1. In accordance 2 CFR 200.340 and 200.341 and 200.343, suspension or termination of CDBG Grant assistance may occur according to the Default provision in subsection D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner.

2. If Grantee fails to correct the substandard performance within thirty (30) days after receiving written notice from DHCD, suspension or termination of this Agreement will be initiated.

3. In accordance with 2 CFR 200.340(a), suspension or termination of Grant assistance may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

Subject to any applicable notice requirement and right to cure, the occurrence of any of the following shall constitute an event of default:

1. Failure to comply with any of the CDBG Program rules, regulations or provisions referred to in this Agreement, or such other Federal or District statutes, regulations, executive orders, District of Columbia mayoral orders, HUD rulings, policies or directives applicable to this Grant:

2. Failure to comply with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement.
3. Substandard performance by the Grantee or any of its agents under this Agreement, as determined in the sole and reasonable discretion of DHCD; or
4. Improper use of funds provided under this Agreement.

A determination of default shall be made in the sole and reasonable discretion of DHCD.

E. Remedies for Default

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of a written notice to the Grantee, Grantor may take one or more of the following actions, as determined in its sole discretion:

1. Terminate and suspend further disbursement of any remaining Grant assistance.
2. Disallow all or part of the cost of the activity or action that is not in compliance with this Agreement.
3. Wholly or partially suspend or terminate the current Grant award; or
4. Take other legal remedies that may be available.

F. Termination for Convenience

The Grant may be suspended or terminated on the basis of convenience as provided in 2 CFR 200.340(a).

G. Reversion to DHCD of Grant Assistance

1. Upon default by the Grantee under the terms of subsection D above, which has not been cured, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request the following:

i. Any Grant funds in its possession (whether or not committed),
ii. Any accounts receivable attributable to the use of Grant funds; and
iii. The portion of any income directly generated by (or the prorated proportion of) Grant funds for the activities described in this Agreement.

2. Upon final completion of the projects and activities for which CDBG funds have been provided by DHCD, expiration of the term of this Agreement, cancellation, or determination of this Agreement, the Grantee shall transfer any unspent, excess or surplus CDBG Grant funds, to include accounts receivable attributable to the use of the CDBG funds.

H. Grantor Non-Waiver

DHCD's delay or failure to act with respect to a breach by the Grantee does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section XIII. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, and 2 CFR Part 200, as deemed applicable by the Grantor. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Fund Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Organizational Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter arising from this Grant Agreement.

D. Cancellation Ceiling

In the event of cancellation of the Grant because of non-appropriation of funds for a specific fiscal year, there shall be a cancellation ceiling of zero dollars.

E. Anti-Deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, Grantor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code§ 47.105. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-Deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section XI. of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements.
2. Performing technical evaluations as required.
3. Interpreting the Statement of Work and other language in the Grant.
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with the District and other laws and regulations applicable to the Grant.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

George H. Lambert, Jr.
President & CEO
Greater Washington Urban League
2901 14th Street, NW
Washington DC 20009
(202) 265-8200
glambert@gwul.org www.gwul.org

H. Misuse of Grant Funds

Any alleged fraud, waste, abuse or mismanagement of Grant funds shall be immediately reported to the Grantor and the District of Columbia Office of the Inspector General ("OIG"). The OIG may be reached at (202) 724-TIPS (8477) and (800) 521-1639 or at oig.dc.gov

I. Nonassignability

Grantee will not sell, assign, pledge or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

Section XIV. Insurance

A. The Grantee shall obtain at least the minimum insurance coverage set forth in this Section XIV. and Exhibit H prior to the Effective Date and keep such insurance in force, as may be applicable, throughout the Grant period of performance.

B. Fidelity Bond: The Grantee must procure Fidelity Bond coverage in an amount equivalent to the total Grant budget. Pursuant to 2 CFR Part 200, Fidelity Bond coverage is required to protect the District's interest in the dollar amount of the Grant. Should Grantee be unable to procure a Fidelity Bond, Grantee shall submit proof that it has obtained general liability insurance that covers internal employee criminal activity or directors' and officers' liability insurance.

Section XV. Records Retention/Access

A. Records Retention

The Grantee shall retain all records demonstrating compliance with CDBG requirements and that are pertinent to this Grant for no less than five (5) years from Close-out of this Grant Agreement, including any extension thereof made in accordance with Section XVI. [Option to Extend] and including but not limited to Close-Out in IDIS of any HUD requirements. See Exhibit 5.1 in this link: https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-5.pdf

B. Extension of Retention Period

Notwithstanding the foregoing retention requirement in paragraph A above, if any litigation, claim, HUD monitoring or audit is initiated before the expiration of the retention period, records shall be retained for a period of not less than four (4) additional years following completion of the actions and resolution of all proceedings (e.g. litigation, claim, HUD monitoring or audit) involving the records.

C. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility, progress and achievement toward program goals and secure such records in a manner subject to applicable privacy laws. Such data may include, but is not limited to, client name, address, income level, case notes, correspondence and a description of service(s) provided. The Grantee shall use software which is HUD compliant to maintain client records. The Grantee shall transmit client records and files in a manner that is compliant with HUD's Personally Identifiable Information (PII) requirements.

D. Access to Records

All Grantee books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Grant funds shall be made available to the Department, HUD, its designee, representatives of the Inspector General of the District of Columbia or the Office of the DC Auditor at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.

E. National Objectives

The Grantee agrees to maintain documentation that demonstrates that the activities carried out with CDBG funds provided under this Grant meet the CDBG national objective of benefiting low- and moderate-income persons, as defined in 24 CFR part 570.208.

F. Copyright

If this Agreement results in any copyrightable material or inventions, DHCD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Section XVI. Federal and District Public Policy Requirements

Grantee shall fully comply with the following Federal and District policy requirements, as deemed applicable by Grantor:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federal-assisted and federal conducted programs and activities .

C. The requirements of Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

D. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.-) and implementing regulations at 24 CFR I part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

E. The requirements of Executive Order 11246, as amended by Executive Orders 11375. 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

F. The Conflict of Interest provisions of Federal and District laws strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of Federal funds to comply with 2 CFR 200.317 to 200.327 and

any sections of Title of 24 the Code of Federal Regulations concerning CDBG funding which are more restrictive than the Uniform Guidance Code for use of CDBG funds. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within (fifteen) 15 business days of execution of the Grant Agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict-of-Interest declarations to be executed by each employee and board member.

G. The Hatch Act. Chapter 15 of Title V. United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

H. The National Environmental Policy Act or other legislation implemented by 24 CFR part 58.

I. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement as Exhibit F.

J. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991H FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.

2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any grant,

or the entering into any extension. continuation. renewal, amendment of modification of any grant.

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and

c. He or she will include the language of the certification in all sub- grant awards at any tier and require that all recipients of sub-grant awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this Grant imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure, as the applicable grant shall so provide.

K. The Americans with Disabilities Act of 1990 (ADA) - Notwithstanding anything contained herein to the contrary, during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

L. The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are applicable pertaining to economic opportunities for low and very low-income persons. 24 CFR part 135.

M. First Source Program - Contractors and subcontractors of a government-assisted Project totaling $300,000 or more must comply with the District's goals for the recruitment, referral and placement of District residents. See D.C. Law 5-93, as amended, D.C. Official Code§ 2-219.01 et seq.

Section XVII. Close-Out Provisions

Activities and tasks during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor, and determining the custodianship of records (which shall remain the responsibility of the Grantee unless a determination is made otherwise). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over District appropriated funds and the record retention period, whichever is longest. Grantee shall submit the following items within the time frames indicated in this Section after completion of Grant activities or expiration or termination of this Agreement.

1. All activities are eligible, were completed and met a national objective.
2. All grant funds were expended in full, or all remaining funds are to be returned to Grantor.
3. All reporting requirements were completed and submitted (except for the final report that is submitted during the closeout process).
4. Any special conditions were met; and
5. All deficiencies or corrective actions affecting the Grant were resolved.

A. Grant Close-Out Report

The Grantee shall submit to the Grantor a Grantee's Close-Out Report ("Report") within ninety (90) days after expiration of the Grant term, termination of the Grant, or final payment for activities under this Agreement, whichever occurs later. This Report, at a minimum, shall include a narrative of the Grantee's completed tasks based on the activities, performance measures and goals set forth in the Statement of Work. The Report shall be completed using a form provided by the Grantor. The Grantee shall provide any information or data Grantor requests for Close-Out. In the Grantor's sole discretion, the reporting provided during the term of this Agreement may be accepted in lieu of the Grantee's Close-Out Report if those reports contain all information required in this section.

B. Documentation of Expenses

Within ninety (90) days after the expiration of the Grant, the Grantee shall provide to Grantor documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses.

C. Equipment Inventory

The Grantee shall submit to Grantor a list of all furniture, fixtures, equipment and vehicles purchased with Grant funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with 2 CFR Part 200.

D. Audit

The Grantee shall submit an audit or financial statement, as applicable, and as provided in Sections IX and X. of this Agreement.

E. Transfer of Records

Grantee shall, within ninety (90) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

F. Grantee's Obligations

The Grantee's obligations to DHCD remain in effect through the period of record retention as stated in Section XV.

Section XVIII. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion, and if legally permitted, extend the term of the Grant no more than two (2) times for one-year terms, or any fraction of one year, or multiple successive fractions thereof.

B. Grantor will endeavor to provide Grantee a preliminary written notice of its intent to extend at least thirty (30) days before the end of the Grant Term. The preliminary notice does not commit the District to an extension or authorize additional Grant funds to Grantee.

C. Any extension of this Grant is contingent upon the appropriation of funds for the applicable time period. However, the availability of funds shall not obligate the District to extend the Grant.

Section XIX. Total Agreement

The Grant Agreement, including specifically incorporated documents (to include the approved Statement of Work, the Work Plan, the approved Budget and the Grant attachments) constitute

the total and entire agreement between the Parties. Grantee understands and agrees to comply with the incorporated references contained in this Agreement and all applicable District and Federal laws and regulations.

Section XX. Applicable Law.

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia, unless otherwise controlled by federal law. In any proceeding relating to this Grant Agreement, each of Grantor and Grantee, hereby irrevocably submits to the jurisdiction of the Courts of the District of Columbia for the purposes of any suit, action or proceeding arising out of or relating to this Grant or transactions contemplated hereby.

Section XXI. Severability.

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XXII. Amendment.

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Grant activities, or the amounts specified in the Budget without the prior written approval of Grantor. The Grantee may request in writing approval of any proposed change to the Statement of Work or Workplan or the amounts specified in the eligible cost categories of the Budget and shall provide adequate supporting information and a revised budget along with its request. All such requests must be signed and dated.

Section XXIII. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or fully, by the Department.

1. The written or printed materials must include the authorized DHCD logo.

2. Written or printed materials include, but are not limited to, newspaper, radio and television announcements or advertisements, websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.
4. Grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to Grantee.
5. Grantee must provide copies of all marketing materials, brochures, flyers and other materials that publicize grant-funded activities to Grantor via email at dhcd.occo@dc.gov

Grantee shall publicize, as appropriate, to its constituency through social media, print, and online postings, DHCD communications and events that are related to Grant supported activities.

Section XXIV. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code§ 2-531 *et seq*. provides for the disclosure of public information. Specifically, the law provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Official Code § 2-170 1 (13) .

This serves as your Notification that information /documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code§ 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXV. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, homeless status, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Sexual harassment is a form of sexual discrimination which is prohibited by the Act and Mayor's Order 2023-131 (Updated District Government Sexual Harassment Policy, Guidance, and Procedures), which is attached hereto as Exhibit I.

The prohibition against workplace sexual harassment extends to third parties doing business with or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies. By executing this Agreement, Grantee affirms that it will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1 I 00 et seq. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated.

Section XXVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addresses:

NOTICE TO GRANTEE:

Greater Washington Urban League
2901 14th Street, NW
Washington DC 20009
Attn: George Lambert (President & CEO)

NOTICE TO GRANTOR:

D.C. Department of Housing and Community Development
Community Services
1909 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
Attn: Director

DHCD Contract No. 2025-03
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-03
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTOR SIGNATOR PAGE]

DISTRICT OF COLUMBIA, a municipal Corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Colleen Green
Director

Legal Review:

Julia Wiley
Office of the General Counsel
Department of Housing and Community Development

3/19/25
Date

[Signatures continue on the next page]

DHCD Contract No. 2025-03
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTEE SIGNATURE PAGE]

GREATER WASHINGTON URBAN LEAGUE, INC.
a District of Columbia non-profit corporation

George H. Lambert , Jr.
President & Chief Executive Officer

03/31/2025
Date

DHCD Contract No. 2025-03
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit A Services to be Provided

- Statement of Work
- Section 3.2 Services (from the FY25 RFA)
- Workplan as approved by the Grantor

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education and training services to support DHCD's housing programs and initiatives, and to promote compliance with District housing regulations. All of the services are intended to empower potential homeowners, actual homeowners, and tenants for the purpose of preserving of affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership; (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached workplan and performance measures. Marketing and outreach for the services provided is a activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of these service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling; (b)the Grantee's additional knowledge of the individual and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and it shall be maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow up and conduct a final assessment of the impact of the services provided. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A4: Inclusionary Zoning Orientation
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program

CATEGORY C: TENANTS AND TENANT GROUPS
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

SECTION 3: PROGRAMMATIC REQUIREMENTS

3.1 Eligibility for Federal Funding

The services in this RFA will be conducted through grant agreements using Federal funds (Community Development Block Grant (CDBG) and, as available, some District Funds. The Department will provide a full informational briefing to the awarded grantee(s) about the grant funding source's ongoing administrative and programmatic requirements. Whether grants awarded under this RFA are funded locally or with federal funds, all grants will be managed to the higher standards and requirements whether Federal or District.

Federal regulations have established national objectives requiring all CDBG-funded activities beneficiaries to be at least 51% low- and moderate-income persons or households. The national objective is achieved through "limited clientele benefit"—that is, by verifying the incomes of each beneficiary of the services provided. The applicant must demonstrate that it has the capacity and the intention to verify the household incomes of beneficiaries to meet the national objective of providing benefits to 51% of low- and moderate-income persons.

Client income certification is also an important element of ongoing program activity for many DHCD housing programs. (See Section 3) Applicants should review in detail the federal income requirements for programs, activities, and grantee (sub-recipient) eligibility under the Community Development Block Grant program regulations at 24 CFR 570. 200-210,

- https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-570/subpart-C?toc=1

and HUD Housing Counseling Program Regulations: 24 CFR Part 214,

ps://www.ecfr.gov/current/title-24/subtitle-B/chapter-II/subchapter-B/part-214?toc=1

3.2 Housing Services: Description of Housing Programs and Services

Please Note: Specifications and programmatic requirements may change from time to time during the award period at the discretion of the Department.

The following describes seventeen services in the Housing Counseling Program. These constitute the services for which the Department is seeking Applicants to provide services to DC residents. Applicants should select at least one service for which they are applying; however, the Applicant may select more than one. The Department is not obligated by the Applicant's selection to make an award. Applicants are responsible to demonstrate their capacity in their application to provide the services for which they have applied. Capacity includes staffing patterns including qualifications and experience, other funding resources, case management systems and programmatic activities. Historical data can also be considered in demonstration of organizational capacity. Applicants should be aware of Legal Citations noted throughout this section as well as the references to the Code of Federal Regulations (CFR).

Category A: HOMEOWNERSHIP

A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program
A6: Income Certification for the Property Acquisition and Disposition Division (PADD) Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY

B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B12: Legal Services for Seniors and/or Coop & Condo Associations
B13: Technical Assistance for Coop and Condo Associations
B14: Technical Assistance for Owners of Small Rental Properties

CATEGORY C: TENANTS AND TENANT GROUPS

C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

Each particular service has specific requirements described in the following pages. Applicants are expected to utilize this guidance in the performance of these services.

CATEGORY A: HOMEOWNERSHIP

Legal Citations Governing Program Area in Category A

Applicants to provide services in Category 1 should review in detail the following legal citations governing the District's homeownership programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for homeownership pursuant to the relevant citations.

- Home Purchase Assistance Program: DC Code 42-2601 and 14 DCMR, Chapter 25
- Employer-Assisted Housing Program: DC Code 42-2501 and 14 DCMR, Chapter 36
- Inclusionary Zoning: Legislation Pending, Bill 17-586, 17-618, 17-619

A1: HUD Housing Counseling
This activity is open to applicant organizations which are HUD approved employing one or more HUD certified counselor(s). Such counseling is often (but not exclusively) in the pursuit of homeownership or credit repair and improvement or to improve their housing condition.

Grantees of this service should be familiar with 24 CFR 5.100 and with 24 CFR 214.

Housing counseling is independent expert advice provided by a HUD certified housing counselor (24 CFR Part 214) customized to the needs of the client. It is aimed at addressing housing barriers and providing support to the client to achieve their housing goals. This counseling service must include: (1) intake (2) financial and housing affordability analysis (3) an action plan[2] and (4) follow-up counseling to implement the action plan and achieve its stated goals *(24 CFR 5.100).*

The action plan should identify the steps needed for the client to achieve his/her housing goals. These actionable steps include, but are not limited to, review of the client's credit report with explanations of its meaning and items that impact (or may improve) the credit score, creation of a budget and methodologies to track one's income and spending, debt reduction planning, and savings planning. Follow-up should track the client's progress toward the goals of the action plan. Other programs and services including group educational opportunities may complement the one-on-one counseling with a certified counselor. Counselors, therefore, may appropriately make referrals to programs and services as well as to group educational activities that support and implement the goals of the action plan.

Counseling organizations are required to maintain case files including items 1-4 above as stated in 24 CFR 5.100. It is critical that files with records and case notes be kept in such a way that if a client's counselor is no longer available, either temporarily or permanently, another certified counselor in the organization can understand based on the file the client's circumstances, action plan, progress and where the client is in achieving his/her housing goals.

Organizations providing this service should have working experience with credit counseling and repair, with consumer credit bureaus and consumer credit laws. Ideally, they should be familiar with creditor tactics, liens, judgments, repossessions, and other obstacles to credit improvement.

It is critical for the counseling organization to make efforts to keep the client engaged in the counseling process and such attempts and outreach should be documented in the case file.

In accordance with HUD requirements, counseling organizations may close files if a client does not respond to outreach efforts over 60 days. The last outreach attempt should document that the file will be closed as of a specific date if nothing further is heard from the client. If the client should return to client after the 60 days, a new file should be opened.

[2] Except for reverse mortgage counseling.

Post-purchase follow-up

a) Grantees must continue their counseling relationship with customers once they become homeowners. This follow-up should continue for a period of time after purchase to ensure the homeowner's housing stability.
b) Grantees may make use of post-purchase programs using either their own programming or making referrals to other Grantees who provide such programming (*e.g.* B1 General Home Management and B2 Foreclosure Counseling).
c) If problems arise, it will be the grantee's responsibility to address them quickly as time is of the essence, and to address them as efficiently as possible. Where the District's investment is involved, counseling should include ways to protect the DC investment.
d) When working with clients who have an HPAP deferment period ending, Grantees must provide dedicated counseling services to those borrowers. In particular, grantees will be asked to make an updated assessment of each borrower's financial status regarding the appropriateness of continued deferment.
e) Potential delinquency, or foreclosure prevention, counseling will be provided to any borrower who is experiencing difficulty.
f) If problems continue with these loan clients, this counseling will become a home preservation activity.

A2 8-Hour Homebuyer Education Class (HBE)

This activity is open to applicant organizations which are HUD approved counseling organizations employing one or more Hud certified counselors.

The Department seeks HUD Approved organizations to provide the 8-Hour Homebuyer Class. This is in support of the Department's many programs for which the 8-Hour Homebuyer Class is a requirement, and also for other DC residents who seek to take this class in preparation for homeownership and for their knowledge.

Organizations should take as a serious obligation to conduct this class with knowledge staff (HUD certified counselors). The class is conducted in a traditional in-person setting or in a virtual online setting.

Those who successfully attend and complete the class should be provided with a DHCD certification (in the format approved by the Department) indicating their completion of the class and dated appropriately. Monthly attendance and award of certificates should be reported to the Department monthly. The class should be presented frequently enough to meet programmatic needs of DHCD programs. Class dates should be provided to the Department for inclusion on the DHCD calendar. Presentations should be given by staff, not outside speakers. Grantees are welcome to collaborate in the conduct of these classes.

A3: Intake for DC Homebuyer Programs (HPAP/EAHP/NEAHP)

The Home Purchase Assistance Program (HPAP) is the primary DHCD program for first-time homebuyers. HPAP provides interest-free loans that include closing cost assistance to eligible applicants. Under this program, homebuyers may have the opportunity to purchase houses,

condominiums, or cooperative units in the District. DHCD has additional homeownership programs which are associated with HPAP, and which are targeted to specific populations or geographic areas or may meet specific home buyer needs.

The satellite programs are:

(1) The Employee Assisted Housing Program (EAHP) provides assistance to District of Columbia Government employees, who are first-time homebuyers in the District; and

(2) The Negotiated Employee Assistance Home Purchase Program (NEAHP) provides down payment and closing cost assistance to certain District of Columbia Government employees whose position is covered by specific union collective bargaining agreements.

Wherever the acronym "HPAP" is used, the same applies to the EAHP and NEAHP programs.

Prior to HPAP Application

Clients interested in HPAP assistance who have a pre-approval from a lender, should be assisted with making an application to the HPAP as expeditiously as possible. Those without a pre-approval letter from a lender are required to engage in HUD Housing Counseling (see A1 above) in order that they have the benefit of credit counseling and homeownership preparation. The action plan should include the actionable steps needed to ensure success as a homeowner and to achieve a pre-approval letter from a lender. Once a pre-approval letter has been obtained, the client with the Grantee's assistance should proceed to making their application to HPAP.

Application Process

For grantee organizations, this relationship management function includes working with first-time homebuyers throughout the homeownership application, preparation, purchase, and post-purchase process. Counseling will be focused on low- and moderate-income populations.

Once HUD credit counseling is completed the HPAP process includes:

(Optional) Applicant organizations may conduct pre-purchase seminars which include information and requirements of the HPAP programs. A DHCD Certification should be provided to attendees and recorded with DHCD.

Application Intake includes document collection of those documents needed. These should be collected in person or by means of a secure portal. Email is not considered a secure means for transmission of information which could be used for identity theft or other criminal activity. Drop-off at a staff office to an employee is acceptable.

Once the application package is complete, the organization submits to the appropriate HPAP administrator.

Homebuyer Education (8-hour class) (A DHCD Certification should be provided to 8-hour Homebuyer Education attendees and recorded with DHCD.)

Post-Purchase follow-up (Records of those follow-ups should be maintained by the organization. See Post-purchase in Service A1)

Organizations will be responsible for: (1) the application process, which includes delivery of completed applications to the HPAP Administrators; (2) completion of the application form itself and collection of all required supporting documentation, and (3) maintaining performance and reporting data, and databases as needed by the Department.

A4: Inclusionary Zoning Orientations

Introduction to IZ/ADU Programs:

The District's Inclusionary Zoning (IZ) Program requires a certain percentage of units in a new residential development, or a substantial rehabilitation that expands an existing building, be set aside as affordable units. The goals of this program are to increase the supply of affordable housing for low- and moderate-income households, to support the creation of mixed-income communities, to prevent rising home prices from driving out low- and moderate-income residents, and to leverage the expertise and capacity of the private market to develop affordable housing.

Affordable Dwelling Units (ADUs) are defined as for-sale and for-rent homes that are locally restricted for occupancy by households whose income falls within a certain range and are generally offered at a below-market rate. ADUs are generally produced in exchange for zoning relief, tax incentives, public financing, and/or the right to purchase or lease District-owned land. Specific ADU provisions, such as the affordability period, income limits, and resale restrictions, are set out in deeds, covenants, land disposition agreements, ADU administration plans and other originating documents.

ADU provisions have historically varied from project to project, as each is a result of a unique negotiation or project approval. However, ADU restrictions are becoming more standardized and more similar to standard IZ requirements.

Organization roles and responsibilities:
Provide mandatory IZ Orientation. The department's PowerPoint presentation must be utilized. Presentation and answers to participants' questions must conform to agency guidelines.

DHCD seeks organizations which will provide programmatic rental and homeownership counseling services in support of both of the above programs. Information about these

programs is available through DC Housing Search https://www.dchousingsearch.org , counselors will be required to utilize DC Housing Search, and train potential customers in how to search for affordable housing through DC Housing Search.

Grantees will be required to become familiar with the program requirements and procedures, as required by DHCD. In the last few fiscal years, the IZ program has produced approximately 400 new affordable units each year.

Orientation:
In particular, organizations are required to conduct IZ Orientations to help residents to be familiar with all programmatic requirements for the IZ program.

Organizations must conduct and coordinate this mandatory orientation session in a traditional and virtual classroom settings. They must provide interested applicants/residents with the relevant terms of the program, including next steps and other information as required by DHCD.
DHCD currently provides standard slides and certificate templates to use for this orientation and will provide training to grantees.

Completion of this orientation class is mandatory before an individual may register for the IZ program and individuals must renew registration every two (2) years to remain on the IZ registration list.

The class must be conducted at least monthly beginning within 30 days after the grantee's application is approved. Coordination of this class will include publishing upcoming class dates, accepting reservations via phone, email, or other method, allowing walk-ins if space is available, providing attendees with a certificate of completion (in a format approved by DHCD) upon completion of the class and providing at least monthly attendee data to DHCD. It will also include ensuring that attendees receive all required training materials, and shall be presented by grantee staff, not outside speakers.

Grantees must train program participants in the terms and specifics of the IZ and ADU Programs (training guidance will be provided by DHCD) and provide additional pre and post homebuyer education training.

Grantees must also provide data to DHCD on a regular basis as determined and requested by DHCD, including but not limited to the names and contact details for individuals who have received a DHCD certificate and the number of attendees at IZ orientations.

A5: Income Certifications for the IZ/ADU Units Programs

The agency seeks two organizations to provide income certifications for participants in the Inclusionary Zoning and Affordable Dwelling Units programs. Income certifications are expected to be conducted under a uniform process prescribed by DHCD and following HUD Part 5. DHCD has established requirements for approving Certifying Entities, including

specific IZ and ADU training.

Grantees are expected to become Certifying Entities pursuant to DHCD requirements. Grantee organizations will be required to ensure that program participants understand that income and occupancy restrictions apply to their IZ units and ADUs. Grantees will also be expected to complete income certifications for newly selected households and for renewing tenants. Grantees will be working closely with individuals, property management/leasing staff, sales agents and DHCD. DHCD will provide the necessary forms and procedures, but Grantees will collect the necessary paperwork from individuals and complete the income and household size verification process. Upon successful certifications, Grantees will notify DHCD and the sales/leasing staff.

Such restrictions may include but would not be limited to: (1) the specific affordability period, (2) conditions for, or prohibitions against, subleasing, and (3) resale restrictions. Ongoing outreach and assistance to occupants of IZ units and ADU is required in the areas of programmatic requirements and homeownership counseling.

A6: Income Certification for PADD Applicants

The Property Acquisition and Disposition Division (PADD) encourages vacant and/or abandoned property owners to rehabilitate and/or occupy their properties. PADD acquires vacant, abandoned, and deteriorated properties through negotiated friendly sale, eminent domain, donation, or tax sale foreclosure, when owners are unwilling or unable to maintain their properties. PADD also disposes of properties in inventory by selling them to individuals or developers to be rehabilitated into high-quality affordable and market-rate single-family and/ or multi-family for-sale or rental housing in District neighborhoods.

For DHCD, the activities of this Division create affordable homeownership and rental opportunities for low- and moderate-income households. Grantees must counsel these households as they qualify for and occupy these new homeownership and rental units. DHCD seeks one or more organizations which will provide counseling or training services for affordable units made available through PADD.

Because PADD units are not produced through a traditional homebuyer program, an intensive marketing and outreach effort to our target population will be required of grantees. Counseling services will also involve conducting income certifications and re-certifications for purposes of admission and continuing participation in this program. Income certifications are expected to be conducted under a uniform process prescribed by the Department. For PADD, grantees must ensure that program participants understand that income, or occupancy, restrictions apply to their unit. Such restrictions may include but would not be limited to: (1) the specific affordability period; (2) conditions for, or prohibitions against, subleasing; (3) potential rent increases; and (4) resale restrictions. The specific unit covenant

terms will be communicated to stakeholders by the Department, but grantees must facilitate communication with stakeholders.

A7: Public Services: General Coaching and Information

Public Services may be undertaken by Applicants which have not yet obtained HUD Approval and may not employ a HUD certified housing counselors. (HUD Approved organizations who are applying for A1 or A2 do not need to apply for this service, since they are able to provide these Public Service activities in connection with their other lines of services.

These activities are frequent but not exclusively in a group setting. These may be virtual or in-person, as long as an in-person option is provided. Grantees may utilize Homebuyer Clubs as an effective tool for keeping clients engaged in homebuyer preparation when a long-term period is needed for better positioning to be a first-time buyer.

They may include group trainings on understanding credit and credit reports and involve savings programs.

Public service staff are required to train clients to utilize available tools, such as DC Housing Search https://www.dchousingsearch.org to locate affordable housing for sale and for rent.

CATEGORY B: COUNSELING AND TRAINING FOR HOME PRESERVATION

B8: General Home Management (Post-Purchase Non-Delinquent)

Post-purchase counseling is essential for Homeowners who have purchased their homes, are not delinquent in their mortgage payments and would like to remain successful by creating a realistic financial plan to avoid financial pitfalls and protect and retain their homeownership. Post-purchase counseling is essential to understand local post-purchase behavior, especially low-moderate income homeowners, that can be supported by education and supportive programs to ensure recent homeowners understand what to do in the event of hardships. Organizations that provide post-purchase counseling sessions and education workshops will ensure their topics consist of the following:

1. Prepare a maintenance plan for major household systems and repair strategies.
2. Emergency preparedness plan to assist client in case of disaster.
3. Understand consequences of not paying taxes, HOA payments or community assessments.
4. Explain the benefits of establishing an emergency fund and retirement or tax-incentivized accounts.
5. Provide knowledge of home improvement financing options like HELOCs and give counsel on how to apply for additional financing to renovate property.

6. Access the client's understanding of the process of refinancing the home and incurring more debt.

This counseling activity may include, but not be limited to, appliance warranty disputes, contractor disputes, disputes with mortgagors, will and estate issues, including transfer-on-death deeds, etc. In this service, grantees must serve as advisor-educators and are prohibited from giving legal advice. Grantee activities should focus on low—and moderate-income populations.

B9: Foreclosure Counseling

Homeowners who are delinquent in loan payments (as well as those in danger of delinquency) need to know what options are available to them. Similarly, those in foreclosure need to know their options and resources that may assist them, especially if available legal services are available.

Organizations are required to provide foreclosure prevention counseling that helps homeowners at risk understand the foreclosure process in Washington, DC, determine their legal rights and identify options to avoid foreclosure.
Organizations will assist struggling homeowners with loss mitigation, communicate with mortgage servicers and provide services such as the following:

1. Provide advice and coaching to assist clients with creating a budget based on financial goals. Assess the current financial situation and develop short and long-term strategies to reduce expenses and debt to achieve client goals.
2. Explain loss mitigation. Explain the requirements of a loss mitigation package and evaluate the client's loss mitigation options for FHA and non-FHA loans.
3. Provide examples of mortgage default scams and ways to avoid being a victim.
4. Explain the consequences and costs associated with a foreclosure, short sale, or deed-in-lieu.
5. Explain the foreclosure timeline and devise a plan if the client is unable to stay in the home and assist the client in mortgage default recovery. Demonstrate the impact of a mortgage default.
6. Work with displaced residents seeking referrals for housing.

Grantees work with homeowners who are delinquent in their mortgage payments, or who are in foreclosure, or in post-foreclosure. These counseling services are also offered to owners of multi-family properties, and ownership associations. This counseling serves as a central element of DHCD's overall foreclosure prevention strategy.

It is critical to address the District's foreclosure crisis. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Grantees also work with the Department of Insurance Securities and Banking (DISB) to protect clients against scam operations that prey upon residents who are subject to foreclosure. Grantee organizations extract data for outreach and targeting efforts from the Office of the Recorder of Deeds, which provides a listing of all official foreclosures in the

District on a weekly basis. DHCD seeks one or more organizations that will provide foreclosure counseling services which include, but may not be limited to, all of the above-described foreclosure prevention activities.

For grantees, this counseling function means working with troubled homeowners, utilizing all foreclosure prevention or mitigation tools available, and if necessary, working with customers throughout their foreclosure or post-foreclosure process. Grantees must provide full assistance and advice to troubled homeowners. Grantees will be responsible for: (1) assessing the homeowner's circumstances, (2) educating the homeowner about the full implications of mortgage delinquency and foreclosure (3) exploring and providing options of action for the homeowner (4) providing tools or alternative support that may further assist the homeowner (5) developing and executing a best action plan for either saving the home or undertaking the best course for the homeowner, and (6) tracking the results of their counseling efforts. In addition, grantees will provide ongoing performance and reporting data and databases maintained.

Post-Foreclosure Counseling: It is critical that grantees continue their counseling relationship with customers, even if the home cannot be saved. Grantees must follow up with troubled homeowners for a period of time after any action plan has been executed. If the home has not been saved, counseling should be made available, and if necessary, referral to other needed services. If the home has been saved, counseling follow-up is also necessary to ensure that the ongoing action plan is being properly implemented. If more problems arise, it will be the grantee's responsibility to address them as quickly and as efficiently as possible.

With the passage of the Saving DC Homes from Foreclosure Emergency Amendment Act of 2010, troubled or delinquent District homeowners have the right to engage in mediation prior to foreclosure. As a result, DHCD requires grantees to provide counseling related to this mediation process.

Grantees must be familiar with the Law, its regulations, and the mediation process which has been implemented by the Mediation Administrator at the DC Department of Insurance, Securities, and Banking. Grantees must educate troubled homeowners in the decision factors related to mediation election, and, if necessary, prepare them for mediation. In some cases, counselors may be asked to accompany, or represent, troubled homeowners in the mediation process. Grantees must ensure that all customers who elect mediation complete and submit proper documentation in a timely manner. Grantees must ensure that the best interests of troubled borrowers are protected throughout the mediation process. Finally, DHCD expects grantees to follow-up after the mediation process is complete to ensure that any final mediation agreement is properly implemented.

B10: Eviction Counseling

Applicants who have HUD certified counselors or NeighborWorks America foreclosure certified counselors may offer this service. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Training should also include knowledge of laws and legal procedures governing eviction.

Eviction has long created housing instability for renters, and especially among low- and moderate-income households. For those at the lower end of the economic scale, eviction has caused not only housing instability but also employment insecurity and homelessness. Studies have shown that lack of access to legal representation has resulted in markedly different and detrimental outcomes as compared to renters who have legal representation. After legal representation, the next most effective range of services includes alternative dispute resolution (or mediation), knowledge and guidance in court navigation, and effective management of legal and tenant-landlord documents. In addition to housing instability, eviction also has credit impact for the tenant.

It is critical to provide those in danger of eviction with counseling to make informed decisions. This includes access whenever possible access to legal services. Also, appropriate training includes information about tenants' rights and obligations, the credit impact of eviction, use of payment plan agreements, understanding of court processes and procedures, and access to alternatives to court procedures. When tenancy is lost, counseling for housing alternatives is needed and a path forward to credit repair.

B11: Single-Family Residential Rehabilitation Program

The Single-Family Residential Rehabilitation Program (SFRRP) administers grants to District homeowners for roof repairs and for modifications to eliminate barriers to accessibility for persons with mobility or other physical impairments. Projects approved for SFRRP require a covenant on the property to protect the District's funding of the project.
DHCD seeks one or more organizations which will provide application intake services to SFRRP applicants throughout the grant process.

> **Mandatory Counselor Intake Training:** Grantees for this line of service are required to attend training with the SFRRP team in September to be introduced to updated aspects of the SFRRP for FY25. It is critical that the grantee have a solid understanding of the updated program and the requirements for applications. Therefore, the September training is mandatory for SFRRP intake counselors.
>
> **Application Period:** Applications for SFRRP will only be taken between October 1, 2024, and December 31, 2024. To be considered applications during this period must be complete. Lack of required documentation or information will not "hold a place" in the program if not provided before the December 31, 2024. The Department at its sole discretion reserves the right to close the program prior to the deadline if funding is depleted or no longer available.

Information Session for Applicants: The Department will provide Grantees with a PowerPoint presentation outlining the program and its requirements. Intake counselors are required to use this presentation with all potential applicants either in a group sessions (such as an Orientation) or in a one-on-one session with the potential applicant.

Grantee's and Counselor's Responsibilities: (1) use the Department PowerPoint presentation to present the program to potential applicants, answering questions from residents interested in the program; (2) complete the application document and collection of **all required** supporting documentation *(incomplete applications will not be accepted)*; (3) post-application and post-grant support; and (4) providing performance and reporting data as required.

45 Day Period: It is critical that no application be uploaded in the SFRRP portal unless it is complete with all required documents and intake form completed. If an incomplete application is uploaded in the portal, the SFRRP staff will notify the counselor and the applicant that the application cannot be accepted. The notification state that what is complete and state the **applicant has 45 days** to provide the requested information including documents. After 45 days if the application remains incomplete, the application will be closed as incomplete for funding.

Application Portal: Counselors will need to provide their name and contact information (e.g. email) when uploading in case SFRRP program staff need to follow up.

Legal Citations Governing Program Area for Category B:

Applicants to provide any service in Category B should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

- Lead Safe Washington 24 CFR, Part 35, 24 CFR, Part 85.37, Section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992
- Single Family Rehabilitation 14 DCMR, Chapter 28 First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
- Saving DC Homes from Foreclosure Emergency Amendment Act of 2010 (DC Act 18-635; 57 DCR 12404)

B12: Legal Services for Homeowners and/or Coop & Condo Associations

The Department seeks organizations to provide legal services to provide one or both of the services noted below. Grantees will conduct outreach to low- and moderate-income populations in need of these services.

- Legal Services to Seniors
  Seniors who are homeowners can be assisted by the Applicant to have legal services to assist Seniors to avoid housing instability or the loss of ownership of their home. In addition to their own attorney staff, Applicants may seek *pro bono* services from other members of the Bar.

- Legal Services to Coop-Condo Associations
  Legal services may be provided to Cooperatives and/or Condominiums ("Associations") to ensure housing stability. If Associations have problems in areas of legal entity status, required legal or financial filings, compliance issues, risk management concerns, board and member training, best legal practices, and collection of association fees (to name of few), such issues may threaten the member's housing stability, and the owners' (or members') investment in their properties. Selected applicants will provide legal services to Associations in low- and moderate-income census blocks to mitigate these concerns, to preserve housing stability of owners and to ensure well-functioning Associations and Boards.

B13: Technical Assistance for Coop and Condo Associations

The Department seeks one or more organizations to provide technical assistance to Associations. The situation many Associations may face is a need for training in best practices of Association management. Training in best practices and frequently encountered problem situations may be offered by the grantee not only to the Association Board but also to the owners in the Association. Association boards and their member owners frequently face issues of association fees not being paid, lack of income to fund reserves, special projects that would require a special assessment, and decisions of taking court action or being the defendant in a court action. These are just a few of the legal issues which may arise for the Association, in addition to the more routine matters of by-laws and required legal documents for the operation of the Association.

B14: Technical Assistance for Landlords of Small Rental Properties

Landlords of small rental properties face enormous challenges. They frequently lack the staff and the resources of large multi-family properties to deal with the many details of operations and asset management. Small unit properties cannot readily absorb mistakes or challenges.

In a ten-unit property, one vacancy is a 10% vacancy rate, while one unit in a 100-unit property is 1% vacancy rate. Yet, small unit properties are often the affordable renter properties. To preserve this housing stock as an affordable option, DHCD seeks grantees to provide Technical Support to Owners of Small Unit Properties (of 30 units or less).

Services can be provided through group training as well as through one-on-one counseling. Like many small business owners, owners can often benefit from a better understanding of accounting practices and financial statements (balance sheet, income statement, cash flow report). Knowledge of financing options is another common to many business owners. Topics such as these are particularly suitable to the needs of owners.

1. **Property Management Software**: Landlords often need help selecting and implementing property management software to track rent payments, maintenance requests, tenant information, and other critical operational data.

2. **Legal Compliance**: Guidance on navigating complex local, state, and federal housing laws and regulations related to fair housing, security deposits, evictions, and other landlord-tenant issues.

3. **Financial Management**: Guidance with accounting, tax preparation, and financial planning specific to rental property ownership and operations.

4. **Maintenance and Repairs**: Access to vetted contractors, tradespeople, and service providers to handle property maintenance, repairs, and upgrades in a timely and cost-effective manner.

5. **Tenant Screening and Selection**: Guidance and best practices with tenant screening processes, background checks, and selecting responsible renters to minimize vacancies and evictions.

6. **Marketing and Leasing**: Help with listing vacant units, advertising, showing properties, and executing leases to keep units occupied.

7. **Emergency Response**: Guidance on developing emergency plans and protocols to address unexpected events like natural disasters, property damage, or tenant issues.

8. **Asset Management Issues**: The ratios and metrics of asset management for multi-family properties provide a helpful guide to best practices. For example: Many landlords are unaware of the effect that certain metrics have in their properties. Slow "Make-Ready" times, refers to the length of time it takes to prepare an apartment to be shown to prospective tenants. Similarly, "turn time" refers to the times it takes to find a renter and receive the first month's rent. Slow turn times are also a drain on resources. When there are slow "make ready" and slow "turn times" the combined effect can be detrimental for the property's future. High turn-over rates among renters is another draw on the income. Other issues and topics include: What to do when you have a tenant who is not paying rent? What are the alternatives to eviction? How do the Court work? Are there pre-eviction resources? What legal services are available to the owner?

CATEGORY C: TENANTS AND TENANT GROUPS: SERVICES RELATIVE TO Tenants Opportunity to Purchase Act, Rental Conversion and Sale Division, and Rental Accommodations Division

The DC Tenants Opportunity to Purchase Act (TOPA) seeks to protect tenants and tenant groups from displacement due to sale of the property. The law allows tenants to purchase their apartment building. Tenants have the choice of maintaining the apartments for rent or converting to cooperatives or condominiums. DHCD seeks to preserve affordable housing in the District and limit displacement of low- and moderate-income households. For groups that choose coop or condo conversion, this provides a path to homeownership.

DHCD provides both financial assistance and technical assistance, as well as specialized organizational and development services, for tenant groups who are pursuing the purchase of their apartment buildings. Through DHCD's Development Finance Division, organized tenant associations may be provided with seed money, earnest money deposits, and acquisition and/or rehabilitation assistance. After acquisition and rehabilitation, DHCD also provides ongoing Board training and property management support to the newly formed cooperative or condominium Boards.

C15: TOPA: Pre-purchase Training

DHCD seeks one or more organizations which will provide pre-acquisition organizational and developmental counseling and training to tenant groups or tenant associations in support of their intent to purchase their building. These tenant groups must be preliminarily qualified as eligible for DHCD's Tenant Purchase Technical Assistance program. Grantees must provide the following services to tenant groups:

a) establishment of a tenant association.
b) selection and appropriate training of Board members.
c) training of captains (court, building and floor).
d) training in roles and functions of committee members; (5) training tenant groups in detail about the building purchase process.
e) training tenant associations in property management techniques.
f) provide training to the tenant association on each type of ownership; and conducting surveys of tenant associations to determine the appropriate form of ownership for their building (cooperative or condominium).

It is critical that Grantees in this service maintain an outreach to educate and inform low- and moderate-income tenants about their rights and opportunities provided by TOPA. Grantees are encouraged to make this a central aspects of their marketing plan, and to create

opportunities as well as avail themselves of opportunities to participate in educational outlets to reach tenants. Collaboration with other Grantees in this or similar service lines is encouraged. Grantees should participate in DHCD when and as those opportunities for outreach are available.

While training the tenant association, the grantee must be able to prepare and submit appropriate documentation required in the purchase process, including but not limited to tenant profiles and feasibility analyses, response to Notice of Sale of Building, preliminary development, acquisition, and rehabilitation plans, and operational plans.

The grantees must have skill and experience in negotiating the lease or purchase of the building. In addition, grantees must assist tenant groups in procurement related to the development, purchase, and rehabilitation process, including but not limited to attorneys, architects, engineers, financial and developmental consultants, private developers, appraisers, and property managers.

C16: TOPA: Post-Purchase Training

DHCD seeks one or more organizations which will provide ongoing post-acquisition counseling services which include property management and Board training for properties which have been purchased and/or rehabilitated with financial assistance from the DHCD Development Finance Division's First Right Purchase program. Generally, these are multi-family properties that have been purchased through limited equity cooperative agreements or condominium purchases. Therefore, non-profit Board training and development skill and/or experience, as well as multi-family property management skills are critical to providing effective counseling services. Services to be provided under this activity may include, but are not limited to:

a) establishing standards of evaluation for each participant's financial status and leadership capacity.
b) conducting annual management reviews of all Boards, oversee election and
c) training of new Board members.
d) assisting in the establishment of appropriate arrangements with required service providers such as exterminators, garbage collectors, landscapers, etc.
e) assisting in capital management planning and a stabilization plan for rehabilitation and/or refinancing.
f) tracking property vacancies and reviewing new applications for membership.
g) establishing and reviewing membership guidelines.
h) technical assistance in accounting, budgeting, and the preparation of financial statements for long-term financial viability.
i) providing Board of Directors with training as appropriate; and

j) other required management and support duties. Grantees will assist the condominium or cooperative in developing a budget for the overall management and carrying costs of the property.

Grantees will assist the Board and membership in all aspects of management, such as completion of the audit, Fair Housing issues, required individual, property, and Board insurance, taxes, the role of Board officers, evaluation of monthly financial performance, training on lender compliance, i.e. loan payments, income requirements. DHCD will likely negotiate assignment of specific properties to grantees for this service.

Legal Citations Governing Program Area in Category C:

Applicants to provide any service in Category C should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
Tenant Purchase Technical Assistance Program DC Code 42-3404.02
Rental Housing Conversion and Sale Act of 1980, as amended (DC Code 42-3401.01 et. seq.) (Also known as the Tenant Opportunity to Purchase Act or "TOPA")

C17: Services for Tenants and Tenant Organizations
(in partnership with Housing Regulation Administration, Rental Accommodation Division, Rental Conversion and Sale Division).

Activities under this service will supplement and enhance the services provided by DHCD's Housing Regulation Administration (HRA), which includes the Rental Accommodations Division (RAD) and the Rental Conversion and Sale Division (CASD).

RAD administers the Rental Housing Act of 1985 (D.C. Official Code § 42-3501.01 et seq.) which regulates residential rental housing registration and the rent stabilization program (commonly known as rent control). RAD oversees rent adjustment procedures, processes notices to vacate, reviews tenant petitions prior to adjudication by the Office of Administrative Hearings and adjudicates most types of landlord petitions. RAD also proposes rules and regulations for administration of the Rental Housing Act for review and publication by the Rental Housing Commission.

CASD administers the Rental Housing Conversion and Sale Act of 1980 (D.C. Official Code § 42- 3401.01 et seq.) which regulates the sale or transfer of ownership interests under the

Tenant Opportunity to Purchase Act of 1980 (TOPA) (D.C. Official Code § 42-3401.01 et seq.), the conversion of use of rental housing to condominium or cooperative ownership and residential condominium formation and registration under the Condominium Act of 1976 (D.C. Official Code § 42-1901.01 et seq.). Further, CASD administers a Housing Assistance Payment program (HAP), under which tenants may be eligible for rent assistance if they are displaced due to the conversion of use of their apartment building to condominium or cooperative ownership.

CASD also proposes rules and regulations for administration of the Rental Housing Conversion and Sale Act of 1980.

DHCD seeks one or more organizations which will support RAD and CASD operations by providing counseling and tenant education services to tenants and tenant groups. Grantees must provide counseling and training assistance to tenants and tenant organizations regarding the District's rental housing laws and tenant and landlord rights and responsibilities.

For CASD, grantee organizations must provide counseling and training concerning: (1) tenants' TOPA rights when a landlord intends to sell, demolish, or discontinue rental housing use; (2) transfers of rental housing ownership or economic interests; (3) assisting tenants or tenant organizations in exercising their right to purchase; (4) informing tenants or tenant organizations relating to partner-investors and assigning TOPA rights; (5) conversion of use from rental housing to condominium or cooperative ownership by tenant elections, or conversion in lieu of tenant elections; (6) the Housing Assistance Payment program and relocation assistance; (7) tenant organization formation, incorporation, and registration; (8) protections for elderly or disabled tenants; (9) coercive or retaliatory activities; (10) tenant rights when rental housing is in foreclosure; (11) notices of intent to convert use from rental housing to condominium or cooperative ownership; and (12) relocation counseling for displaced tenants.

For RAD, service providers must demonstrate the ability to counsel and train tenants and tenant organizations on rent control provisions including properties that are regulated by or exempted/excluded from rent stabilization under the Rental Housing Act:

1) petition- based and annual rent increases.
2) executing and filing tenant petitions.
3) responding to landlord petitions.
4) protections for elderly and disabled tenants.
5) RAD's conciliation services.
6) notices to vacate and eviction procedures.
7) disclosures to tenants.
8) changes and decreases in services and facilities.

9) learning about and securing enforcement of housing condition regulations.
10) security deposits.
11) understanding lease provisions.
12) rent increases if a property is not under rent control.
13) appealing decisions of the Rent Administrator or the Office of Administrative Hearings; and
14) relocation counseling for displaced tenants. Note: Advocacy on behalf of tenant groups, or tenant rights assignees— including, but not limited to, legal advice or advocacy on tenants or tenant organizations' behalf in negotiations with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators, and not as advocacy groups. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns, or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a grantee is to ensure that tenants understand all available options.

Direct Counseling to Tenants and Tenant Groups: tenant counseling services will be designed to educate tenants in privately-owned properties about their legal rights and opportunities. This service is to be provided to tenants and tenant groups which are not subject to foreclosure and have not selected to exercise their Opportunity to Purchase Rights and/or Right of First Refusal under TOPA. It also includes providing other services and tenant education, which may not fall into the categories of services outlined above, such as eviction counseling, relocation counseling, apartment search, or apartment management.

DHCD seeks one or more organizations with the capacity to bring a range of resources to prevent involuntary displacement and to provide opportunities for continued affordable rental housing. Grantees must provide counseling services to tenants and tenant groups which include, but are not limited to: (1) outreach to tenant groups upon notice of one-year potential for subsidy expiration; (2) technical assistance in negotiations between owners and HUD relative to the renewal of federal subsidy contracts; (3) counseling for tenants in buildings where the subsidy will be lost and the tenant(s) must move; (4) counseling for tenants who are behind in their rent on best-action options; and (5) appropriately referring tenants who are in landlord/tenant disputes to all available resources. Grantees must also conduct research using the many databases and research tools available to identify properties that have a critical need for counseling assistance, including but not limited to DCHousingsearch.org. Note: Advocacy on behalf of tenant groups or tenants' rights assignee –including, but not limited to, legal advice or advocacy on tenants or tenant organizations behalf in negotiations

with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators and not as tenant advocates. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a prospective grantee is to ensure that tenants understand all available options.

Additional Legal Citations Governing Programs in Category C.

Applicants to provide any service in this Category and should review in detail the legal citations governing DHCD's rental accommodation functions:
(1) the Rental Housing Act of 1985, D.C. Official Code § 42-3501 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapters 38-44.
(2) the Rental Housing Conversion and Sale Act of 1980, D.C. Official Code § 42-3401 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapter 47.
(3) the Condominium Act of 1976, D.C.

Official Code § 42-1901 et seq.; (4) D.C. Official Code § 42-1901 et seq.; (5) the First Right to Purchase Program, title 14 of the District of Columbia Municipal Regulation, chapter 2700; and (6) Housing Conditions, Title 14 of the District of Columbia Municipal Regulations, Chapters 1-15. Submission of an application relevant to these services presumes that the applicant intends to meet all requirements to provide counseling to tenants and tenant groups pursuant to these above referenced citations.

3.3 Geographic Distribution of Services

The Department's decision to select one or more grantees to provide services will be influenced by the potential geographical distribution of service among the qualified applications received. Applicants can designate their proposed service areas in the District based on their by-laws, Board policies, etc. However, the Department reserves the right to designate any service areas it deems appropriate or necessary in making awards and negotiating grant terms. In reviewing the applicant pool, the Department's priority will be to ensure that excellent affordable housing counseling and training services are provided to all low- and moderate-income citizens of the District of Columbia. The Department will seek to bring parity in the quality of all housing services provided for all areas of the District through the award and ongoing management of these grants.

3.4 Marketing and Outreach

Marketing Plan to be submitted: Marketing and outreach are critical aspects of the grant's work. Grantees' efforts ensure these programs and services' success and desired impact. No Grantee or service is exempt from this requirement. Applicants must submit a detailed marketing and outreach plan for the services they are applying for. The plan should be detailed and not assume an understanding that has not been stated. Marketing should be included in the proposed budget and work plan.

DHCD will review and approve the marketing plan. In accordance with agency policy, marketing activities should highlight partnerships with and funding by DHCD.

Aspects of Marketing and Outreach to be considered:

- Continuous and consistent marketing and outreach are essential to achieving these services' objectives and maximizing public awareness of DHCD housing programs.
- Because of DHCD's diverse target population, grantees must utilize various marketing tools.
- Grantees are responsible for distributing DHCD program materials at community forums, public events, homeownership meetings, and fairs. Marketing and outreach may include but are not limited to, websites, email blasts, blogs, listservs, Twitter, Facebook, YouTube, Hope Hotline, flyers, door-to-door visits, community meetings, use of cable television (Channel 16), and public service announcements.

Coordinated with the Department: The grantee's marketing and outreach must be coordinated with DHCD. Grantees are expected to continually assess the success and impact of their marketing efforts to identify the most effective and efficient ways of reaching low– and moderate-income populations.

Participation in Department Marketing Activities: As required by DHCD, Grantees must participate in public activities and events related to housing opportunities. These may include but are not limited to tabling at events, participating in panel discussions, and providing speakers to groups, agencies, or organizations that request them.

DHCD Acknowledgement: Grantees must always acknowledge such housing assistance activities as Department of Housing and Community Development programs in any distributed print or electronic materials. DHCD must approve all such materials before distribution.

Use of DHCD Logo: All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or entirely, by the Department.

1. The written or printed materials must include the authorized DHCD logo.
2. Written or printed materials include, but are not limited to, newspaper, radio, and television announcements or advertisements. Websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.

4. The grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to the Grantee.
5. The grantee must provide copies of all marketing materials, brochures, flyers, and other materials that publicize grant-funded activities to the Grantor via email at dhcd.occo@dc.gov
6. The grantee shall publicize as appropriate to its constituency through social media, print, and online postings, DHCD communications, and events related to Grant-supported activities.

Diversity and Language Access in Marketing: Grantees must demonstrate the capability to effectively serve and communicate with the District's various non-English speaking and special needs populations. This means that marketing and outreach materials must be made available in multiple languages and media based on the needs of those populations. The grantee must demonstrate its intent and capability to comply with the District's Language Access Law. In addition, grantees must demonstrate the availability of appropriate staffing to ensure compliance with the District's Language Access Law.

3.5 Focus Areas and Neighborhood Revitalization Strategy Areas (NRSA)

DHCD has identified specific areas of the District as "Focus Areas." These Areas represent areas where the District has invested in funding to create and preserve affordable housing. Focus Areas follow main routes through the District and their associated neighborhoods. In many cases, business owners are centered on these major routes, while resident services will be seen as more appropriate for those in the communities. Applicants must ensure services are delivered to low- and moderate-income households or areas as part of their program (Housing Services, Small Business Technical Assistance, Façade Improvement). This is a CDBG requirement.

- For Housing Counseling applicants, these Focus Areas should be used to plan outreach activities to inform residents of their services.
- For SBTA and Façade grantees, the Focus Areas define the geographical areas of the District in which they will provide services. In this latter case, the Focus Areas define not only their outreach area but also their service area.

NRSAs Targeting East of the River

The Department obtained the HUD designation for the Neighborhood Revitalization Strategy Area (NRSA) for the Focus Areas in Wards 7 and 8. DHCD has designated areas of Historic Anacostia in the city's Southeast and Far Northeast communities as Neighborhood Revitalization Strategy Areas (NRSAs). This designation will allow the city to target Community Development Block Grant (CDBG) funding that supports economic and community revitalization efforts. These include Martin Luther King Jr Avenue, Marion Barry Avenue, Minnesota Avenue, and Benning Road. However, all areas of Ward 7 and Ward 8 remain the focus of the grantee's work and outreach.

For communities outside of the NRSA areas, DHCD has designated Focus Areas throughout the District. Applicants are encouraged to partner with other community-based organizations. This collaboration can include cross-disciplinary collaboration. For example, a Façade grantee may partner with an SBTA grantee to provide business owners various services encompassing both disciplines. Housing service grantees may partner to promote or provide services one grantee offers, but another may not. The key to collaboration is an outlook of being partners, not competitors.

The following is a list of the Focus Areas and some of their associated neighborhoods. The outreach plans can include other nearby neighborhoods, mindful of the low-income requirements. Each applicant is asked to select one or more Focus Areas for their application. Please note that this is a minimum, and applicants may choose more than three. Applicants will be asked to provide reporting on outreach activities.

The following is a list of the Focus Areas outreach plans, mindful of the low and income requirements.

Focus Areas/Neighborhoods

- **16th St NW Corridor** near the intersection with Havard St NW (Columbia Heights) in Ward 1
- **Georgia Ave and New Hampshire Ave NW Corridor** (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- **Rhode Island Ave and South Dakota Ave NE Corridor** (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 4 and Ward 5
- **M Street and South Capitol Streets SW Corridor** (Greenleaf and Waterfront) in Ward 6
- **Benning Road and Florida Ave NE Corridor** (NoMa/Ivy City/Trinidad) in Ward 5 and Ward 6
- **Minnesota Ave and Benning Rd NE Corridor** (Benning, Greenway) in Ward 7
- **Pennsylvania Ave and Minnesota Aves SE Corridor** (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- **East Capitol and Benning Rd Corridor** (Capitol View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- **Marion Barry Ave and Martin Luther King Aves SE Corridor** (Historic Anacostia, Fairlawn, Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- **Marion Barry Ave and Alabama Aves Corridor** (Skyland, Woodland, Garfield Heights) in Ward 8
- **Martin Luther King Ave and Alabama Ave Corridor** (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- **South Capital St and Chesapeake St SE Corridor** (Bellevue, Washington Highlands) in Ward 8

FY26 Housing Counseling Services Workplan

Organization Name:	Greater Washington Urban Le	Performance Period: 2/1/2025 to 08/30/2025	
Grant Number:	2025-03		

NSA Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	NRSA Word 7 & 8 All Services	Total
A1	HUD Housing Counseling		Number of first Time Homebuyers Purchasing Homes	Public Service or NRSA	$64,033.29	$0.00	$20,386.80	$84,420.08
A1			Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		80	Number of 1:1 Counseling Sessions (Budget & Credit)					
A1			Number of unduplicated households					
A1		60	Number of 1:1 Homebuyer Counseling Sessions					
A1			Number of unduplicated households					
A2	8-Hour Homebuyer Class		Number of 8-hour Homebuyer Education Classes	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
A2			Number of Attendees of 8-hour Homebuyer Classes					
A2			Number of DHCD Certificates issued					
A3	HPAP HAMP/NEAHPI		Number of HPAP Pre Purchase Orientations conducted	Non-Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
A3	(NPS ONLY)		Number of Attendees at HPAP Orientations					
A3			Number of Files submitted to HPAP Administrators					
A3			Number of 1:1 HPAP Counseling Sessions					
A3			Number of unduplicated households					
A4	IZ/ADU Orientations	16	Number of IZ Orientations Conducted	Public Service or NRSA	$30,237.90	$0.00	$9,627.19	$39,865.09
A4		2000	Number of Attendees at IZ Orientations					
A4		2000	Number of DHCD Certificates issued					
A5	IZ/ADU Income Certifications		Number of IZ/ADU Income Certifications completed	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
A6	PADD		Number of PADD group training/coaching	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
A6			Number of Attendees at PADD group training					
A6			Number of 1:1 PADD sessions (if applicable)					
A6			Number of unduplicated households receiving 1:1 PADD sessions					
A6			Number of PADD income Certifications					
A7	General Housing Services & Information (Group Training)		Number of Financial Literacy Trainings (including but not limited to credit & budgeting)	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
A7			Number of Attendees at Financial Literacy Trainings					
A7			Number of Homebuyer Clubs Meetings					
A7			Total of Attendees at Homebuyer Club Meetings					
A7			Number of group trainings or workshops not reported in other categories					
A7			Number of Attendees at group trainings or workshops not reported in other categories					
B10	Eviction Counseling		Number of Eviction workshops	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
B10			Number of Attendees at Eviction workshops					
B10			1:1 Eviction Counseling					
B10			Unduplicated households 1:1 Eviction Counseling					
B10			Number referred to Attorney(s) for Legal Services					
B10			Number of 1:1 Attorney Consultations (Law Firm Subrecipients Only)					
B10			Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecipients Only)					
B10			Number Evictions Prevented					
B13	SFRR	2	Number of SFRR Orientations conducted (required)	Public Service or NRSA	$85,574.00	$0.00	$11,326.00	$48,900.00
B13		30	Number of 1:1 intake sessions					
B13			Number of unduplicated households					
B13		30	Number of complete applications submitted in SFRR Portal					
B12	Legal Services for Seniors, Coops and Condos		Senior households receiving legal services	Public Service or NRSA				$0.00
B12	(Law Firm Subrecipients Only)		Coop Associations receiving legal services					
B12			Condo Associations receiving legal services					
B12			Number of Pro Bono Legal Services Recruited and Retained					
B12			Number of Trainings for Law Firms (Trainings)					
B12			Number of Attendees at trainings for Law Firms (Attendees)					
B12			Number of new partnerships initiated					
B12			Total Number of Trainings to and work with Pro Bono Providers					
B12			Number of outreach presentations conducted					
B12			Number of outreach activities conducted					
B12			Number of Senior Households that received Legal Counsel or Consultation					
B12			Number of Senior households that received Legal Representation					
B12			# of clients helped with Schedule H					
B12			# of clients helped with life planning docs					
B12			# pro bono attorneys engaged in housing-related matters					
B12			# veterans receiving legal counsel/advice					
B13	Technical Assistance for Co-Ops and Condo Associations		Number of Co-Op Associations receiving Technical Assistance	Public Service or NRSA				$0.00
B13	Coops		Number of Action Plans written for Co-Op Associations					
B13	Coops		Number of Successful Outcomes for Co-Op Associations					
B13	Coops		Number of Asset Management Improvement Services Provided for Co-Op					
B13	Coops		Number of Asset Management Tactical Support Services Provided to Co-Op					
B13	Coops		Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops		Number of Legal Assistance Services provided to Distressed Co-Op Associations					
B13	Coops		Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops		Number of Organization Sustainability Tactical Support Services Provided to Co-Ops					
B13	Coops		Number of Ownership Educational Sessions provided to different ownership models including shared equity					
B13	Coops		Number of Relocation Plans completed and accepted for Co-Ops					
B13	Coops		Numbers of Trainings on Board Operations Governance & Management to Co-ops					
B13	Coops		Members of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management					
B13	Coops		Number of written Asset Management & Sustainability Plans for Co-Ops					
B13	Condos		Number of Condo Associations receiving Technical Assistance					
B13	Condos		Number of Action Plans written for Condo Associations					
B13	Condos		Number of Successful Outcomes for Condo Associations					
B13	Condos		Number of Asset Management Improvement Services Provided for Condo					
B13	Condos		Number of Annual Survey of Clients (Interactive) to gauge success and appropriate methodologies completed for Condo					
B13	Condos		Number of Asset Management Tactical Support Services Provided to Condo					
B13	Condos		Number of Legal Assistance Services provided to Distressed Condo Associations					
B13	Condos		Number of Consultative Services Provided to Condo Associations and Clients					
B13	Condos		Number of Organization Sustainability Tactical Support Services Provided to Condo Associations					
B13	Condos		Number of Relocation Plans completed and accepted for Condo Associations					
B13	Condos		Numbers of Trainings on Board Operations Governance & Management to condo associations					
B13	Condos		Number of written Asset Management & Sustainability Plans for Condo Associations					
B13	Coops and Condos		Number of Annual Survey of Clients (Interactive) to gauge success and appropriate methodologies completed					
B13	Coops and Condos		Number of Associations (Coops and Condos) referred to private/ nonprofit Law Firm					
B13	Coops and Condos		Number of Trainings on Development including Relocation and Construction Management					
B14	Technical Assistance for Small Apartment Owners (25 units and less)		Number of Inquiries Received	Public Service or NRSA				$0.00
B14			Number of Owners/Managers receiving Services					
B14			Number of Action Plans Written					
B14			Number of Action Plans Implemented/Completed					
B14			Number of Owners/Managers needing Asset Management Guidance					
B8	General Home Maintenance (Post Purchase Non-Delinquent)		Number of Homeownership Preservation Workshops	Public Service or NRSA				$0.00
B8			Number of Attendees at Homeownership Preservation Workshops					
B8			Number of Post-Purchase Workshops (not including Homeownership Preservation)					
B8			Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)					
B8			Number of 1:1 Post-Purchase Counseling Sessions					
B8			Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions					
B9	Foreclosure Counseling		Number of Foreclosure Workshops	Public Service or NRSA	$33,795.30	$0.00	$10,738.70	$44,535.00
B9			Number of Attendees at Foreclosure Workshops					
B9		50	Number of 1:1 Foreclosure Counseling Sessions					
B9			Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions					
B9			Number of 1:1 Attorney Consultations (Law Firm Subrecipients Only)					
B9			Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecipients Only)					
B9			Number referred to Attorney(s) for Legal Services					
B9			Number of Foreclosures Prevented					
C15	TOPA Pre-Purchase Counseling & Training		Number of TOPA Meetings with Tenant Association					

C15			Number of Attendees at TOPA Meetings	Public Service or NRSA				$0.00
C15			Number of TOPA Training Workshops to Tenants					
C15			Number of Attendees at TOPA Training Workshops					
C16	TOPA Post Purchase Counseling & Training		Number of TOPA Post Purchase Training Workshops	Public Service or NRSA				$0.00
C16			Number of Attendees at TOPA Post Purchase Workshops					
C16			Number of unduplicated households					
C16			Number of one on one counseling sessions					
C16			Number of group training/coaching					
C17	Tenant Counseling for HHA - Rental Accommodation Division		Number of unduplicated households	Public Service or NRSA	$12,329.60	$0.00	$3,930.40	$16,260.00
C17		20	Number of one on one counseling sessions					
C17		4	Number of group training/coaching					
C17		15	Number of Attendees at group training/coaching					
Marketing	MARKETING AND OUTREACH	3	Housing Fairs	Public Service or NRSA	$1,900.00	$0.00	$600.00	$2,500.00
Marketing		4	Other Tabling Events					
Marketing			Flyers Distributed					
Marketing			Social Media Posts (Facebook, LinkedIn, Instagram)					
Marketing			Mailings					
Marketing			Paid Advertising (display ads in print)					
Marketing			Other					
Marketing			Other					
	TOTALS	4312			$177,870.00	$0.00	$60,630.00	$254,500.00
					$177,870.00		$60,630.00	
					$0.70		$0.24	
					$0.00		$0.00	

Exhibit B Budget

- Schedules A (3-1) and A (3-2) for the First Performance Period

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 12/09/2024

ORGANIZATION NAME:	Greater Washington Urban League, Inc
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 to 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Number of Hours	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
Personnel Subtotals						$138,637.75

Fringe Benefits (Max 20%)	$27,727.55
Total NBAP Grant Personnel Costs	$166,365.30

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

Rev. 12/09/2024

ORGANIZATION NAME:	Greater Washington Urban League, Inc
PERIOD OF PERFORMANCE:	2/1/2025-9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	
WARD (if applicable):	
TYPE OF ACTIVITY:	

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$166,365.30	$0.00	$166,365.30
Credit Report	$1,200.00	$0.00	$1,200.00
Space	$19,000.00	$0.00	$19,000.00
Audit Fees	$2,500.00	$0.00	$2,500.00
Telephone	$3,600.00	$0.00	$3,600.00
Consumables Supplies	$500.00	$0.00	$500.00
Marketing & Outreach	$2,500.00	$0.00	$2,500.00
Training	$3,500.00	$0.00	$3,500.00
IT Services & Support	$3,163.74	$0.00	$3,163.74
Membership Dues	$0.00	$0.00	$0.00
Printing & Publication	$1,584.00	$0.00	$1,584.00
			$0.00
Total Direct Cost	$203,913.04	$0.00	$203,913.04
Total Indirect Costs (De Minimis Cost Rate 15%)	$30,586.96		$0.00
Total Costs	$234,500.00	$0.00	$203,913.04

Exhibit C Required Reporting

- Monthly Performance Report
- Monthly Report of Group Trainings
- Monthly Report on Outreach and Marketing Activities
- Monthly Reporting of Special Activities
- Monthly Reporting of changes in personnel relative to grant work and payroll
- Quarterly Beneficiary Data
- Quarterly Language Access Report
- Quarterly Data Report

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DC Department of Housing and Community Development

Deadline 00/00/0000

FY25 RFA: Housing Services

SHOW PROGRAM OVERVIEW SHOW PROGRAM REQUIREMENTS

SHOW RFA SECTION 3.2 - HOUSING SERVICES: DESCRIPTION OF HOUSING PROGRAMS AND SERVICES SHOW LIBRARY

HIDE ZOOMGRANTS HELP SHOW ANNOUNCEMENTS 1

ZoomGrants Help [hide this]

Creating a New Application to Submit
The 'Saving' screen is still flashing...now what?
Missed Deadline FAQs
Invite Collaborators to Work on Application

Applicant View

Application Status: Not Submitted

Basic Information | Part I and II-Application Narrative Questions | Budget | Organizational and Financial Capacity | Required Attachments | Activity Log

Report: **OVERDUE** | Report Totals

Ask a Report Question

(answers are saved automatically when you move to another field)

Instructions Show/Hide

As in the past, Performance Reporting is divided into three sections:

- **Workplan Metrics** (numbers only),
- **Accomplishment Narrative** (Text Boxes), and
- **Various uploads** (spreadsheets usually).

This data is extremely important. Reports can affect performance goals and funding. Your reports are used to report to the City Administrator, the Mayor (including DMPED) and to the District Council and its Committee on Housing. Where uploads are required, **use excel files or Word files.** This will allow your information to be uploaded into the database and reported to District leaders.

For **Workplan Metrics**, use only numbers or leave it blank. **Letters such as N/A are to be avoided.** This will make your report impossible to be uploaded in the DHCD database and will require your corrections. Only numbers zero (0) and above can be used. If a metric is left blank, it will be treated as a zero.

In the **Accomplishment Narrative**, text boxes are provided to provide statements of activities or the information requested. In the first Report, please answer Question 22 (Points of Contact) with all points of contact for the areas mentioned. Thereafter in subsequent months, if there are no changes, it is okay to say, "No Changes". The same is true for Question 21 (staffing). Please answer Question 23 (Success Stories), Question 24 (Good News), Question 25 (Other DC agencies and initiatives). Question 26 is important. Remember the RFA asked applicants to align outreach to the Focus Areas mentioned on pages 33 and 34 of the RFA. Mentioning specific Focus Areas in the narrative for Q26 is helpful.

The **Document Upload** section is where excel spreadsheets (usually, sometimes Word Documents) are uploaded. **PDFs cannot be uploaded into database.** [The District of Columbia is fortunate to have many DC Based Programs such as HPAP, IZ/ADU, PADD, SFRRP, TOPA, HRA/RAD related activities, as well as direct services to tenants and tenant groups, and services to Condo/Coop Associations. DHCD staff need monthly reporting in order to better do their work and respond to the needs of DC citizens. These reports are shared directly with the appropriate program manager.]

There three areas of your activities will be reported on a monthly basis to help us meet our HUD and DC Government requirements and the needs of DC residents.

Reporting for Fiscal Year 2025 will begin with Report # 1. The end of Government's fiscal year (9/30/2025) will conclude with Report # 10 and the close-out of FY25 Purchase Orders. The complete schedule is below for the monthly report.

Other Reporting: Beneficiary Data and Language Access

Other reports are also required. These include **Beneficiary Report** and **Language Access Report.** These two reports are required on a quarterly basis. These reports will not be answered within ZoomGrants. The Office of Program Monitoring will provide the spreadsheets to use for these quarterly reports. Please see your Grant Agreement for additional information about the monthly and quarterly reports. Please note, the Beneficiary Report corresponds to the sources and uses of your Grant Agreement. A separate Beneficiary Report is needed for each type of funding awarded: Public Service (PS), Non-Public Service (NPS) and NRSA Wards 7 & 8 PS and NPS.

These quarterly reports will be due:

Oct/Nov/Dec 2/24/2025

Jan/Feb/March 4/10/2025

April/May/June 7/10/2025

July/August/Sept 10/10/2025

Please note we cannot extend these deadlines since they are HUD's deadlines and not in our control. Please submit your report on schedule.

Please remember HUD views reporting and reimbursement requests as inseparable and therefore to be coordinated at the same time. Please avoid not filing on the deadline.

Monthly Reporting on Performance and Accomplishments

Report Number Period Covers Due Date

Report Number	Period Covers	Due Date	Notes
Report 1	FY25 Q1 (Oct/Nov/Dec)	03/03/2025	
Report 2	January	03/03/2025	
Report 3	February	03/10/2025	
Report 4	March	04/10/2025	
Report 5	April	05/10/2025	
Report 6	May	06/10/2025	
Report 7	June	07/10/2025	
Report 8	July	08/10/2025	
Report 9	August	09/10/2025	
Report 10	September	10/10/2025	

In ZoomGrants reporting, there are data questions. Please enter only a whole number. If a particular question doesn't apply to your statement of work and workplan, please enter zero. The narrative questions also require a response. If there is nothing to report in the narrative, please enter a statement such as "No changes" or "Not applicable".

Report 1: 3/3/2025

This report is OVERDUE. Submit Report 1

Agency

This is a branching question. The system will remove questions that do not apply to you based on your answer to Question #1.

Please disregard the number sequencing.

1. Identify Your Agency Name

This is a branching question. Only the questions that apply to your agency will appear.

- ○ CARECEN-Central American Resource Center
- ○ Centro de Apoyo Familar

- ○ Greater Washington Urban League, Inc.
- ○ Housing Counseling Services
- ○ Latino Economic Development Corporation of Washington DC
- ○ Legal Counsel for the Elderly
- ○ Lydia's House in Southeast, Inc.
- ○ Manna, Inc.
- ○ Marshall Heights Community Development Organization, Inc.
- ○ Mi Casa
- ○ Neighborhood Legal Services Program of the District of Columbia
- ○ University Legal Services

Workplan Accomplishment Metrics

2. A1: HUD Housing Counseling

Ignore the auto-total number.

Number of First Time Homebuyers Purchasing Homes

Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)

Number of 1:1 Counseling Sessions (Budget & Credit)

Number of unduplicated households

Number of 1:1 Homebuyer Counseling Sessions

Number of unduplicated households

3. A2: 8-Hour Homebuyer Class

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of 8-hour Homebuyer Educations Classes

Number of Attendees of 8-hour Homebuyer Classes

Number of DHCD Certificates issued

4. A3: HPAP (EAHP/NEAHP)

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of HPAP Pre Purchase Orientations conducted

Number of Attendees at HPAP Orientations

Number of Files submitted to HPAP Administrators

Number of 1:1 HPAP Counseling Sessions

Number of unduplicated households

5. A4: IZ/ADU Orientations

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of IZ Orientations Conducted

Number of Attendees at IZ Orientations

Number of DHCD Certificates issued

6. A5: IZ/ADU Income Certifications

Ignore the auto-total number.

Number of IZ/ADU Income Cetifications completed

7. A6: PADD

Ignore the auto-total number.

Number of PADD group training/coaching

Number of Attendees at PADD group training

Number of 1:1 PADD sessions (if applicable)

Number of unduplicated households receiving 1:1 PADD sessions

Number of PADD Income Certifications

8. A7: General Housing Services & Information (Group Training)

Ignore the auto-total number.

Number of Financial Literacy Trainings (including but not limited to credit & budgeting)

Number of Attendees at Financial Literacy Trainings

Number of Homebuyer Clubs Meetings

Total of Attendees at Homebuer Club Meetings

Number of group trainings or workshops not reported in other categories

Number of Attendes at group trainings or workshops not reported in other categories

9. B8: General Home Management (Post Purchase Non-Delinquent)
Ignore the auto-total number.

Number of Homeownership Preservation Workshops

Number of Attendees at Homeownership Preservation Workshops

Number of Post-Purchase Workshops (not including Homeownership Preservation)

Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)

Number of 1:1 Post-Purchase Counseling Sessions

Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions

10. B9: Foreclosure Counseling
Ignore the auto-total number.

Number of Foreclosure Workshops

Number of Attendees at Foreclsoure Workshops

Number of 1:1 Foreclosure Counseling Sessions

Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number of Foreclsoures Prevented

11. B10: Eviction Counseling

Ignore the auto-total number.

Number of Eviction workshops

Number of Attendees at Eviction workshops

1:1 Eviction Counseling

Unduplciated households 1:1 Eviction Counseling

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number Evictions Prevented

12. B11: SFRR

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of SFRRP Orientations conducted (required)

Number of 1:1 Intake sessions

Number of unduplicated households

Number of complete applications submitted in SFRRP Portal

13. B12: Legal Services for Seniors, Coops and Condos

Ignore the auto-total number.

Senior households receiving legal services

Coop Associations receiving legal services

Condo Associations receiving legal services

Number of Training for Law Firms

Number of Attendees at law firm training

Number of outreach activities

Number of new partnerships initiated

Number of clients helped with Schedule H

Number of clients helped with life planning docs

Number pro bono attorneys engaged in housing-related matters

Number veterans receiving legal counsel/advice

14. B13: Technical Assistance for Coop
Ignore the auto-total number.

Number of Co-Op Associations receiving Technical Assistance

Number of Action Plans written for Co-Op Associations

Number of Successful Outcomes for Co-Op Associations

Number of Asset Management Improvement Services Provided for Co-Op

Number of Asset Management Tactical Support Services Provided to Co-Op

Number of Consultative Services Provided to Co-Op Associations and Clients

Number of Legal Assistant Services provided to Distressed Co-Op Associations

Number of Organization Sustainability Tactical Support Services Provided to Co-Ops

Number of Ownership Educations Sessions provided to different ownership models including shared equity

Number of Relocation Plans completed and accepted for Co-Ops

Numbers of Trainings on Board Operations Governance & Management to Co-ops

Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management

Number of written Asset Management & Sustainability Plans for Co-Ops

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Co-Op Associations

Number of Associations (Coops) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Co-Op Associations

15. B13: Technical Assistance for Condo Associations

Ignore the auto-total number.

Number of Condo Associations receiving Technical Assistance

Number of Action Plans written for Condo Associations

Number of Successful Outcomes for Condo Associations

Number of Asset Management Improvement Services Provided for Condo

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo

Number of Asset Management Tactical Support Services Provided to Condo

Number of Legal Assistant Services provided to Distressed Condo Associations

Number of Consultative Services Provided to Condo Associations and Clients

Number of Organization Sustainability Tactical Support Services Provided to Condo Associations

Number of Relocation Plans completed and accepted for Condo Associations

Numbers of Trainings on Board Operations Governance & Management to condo associations

Number of written Asset Management & Sustainability Plans for Condo Associations

Number of Associations (Condos) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Condo Associations

16. B14: Technical Assistance for Small Apartment Owners (25 units and less)

Ignore the auto-total number.

Number of Inquiries Received

Number of Owners/Managers receiving Services

Number of Action Plans Written

Number of Action Plans Implemented/Completed

Number of Owners/Managers needing Asset Management Guidance

17. C15: TOPA Pre-Purchase Counseling & Training

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Meetings with Tenant Association

Number of Attendees at TOPA Meetings

Number of TOPA Training Workshops to Tenants

Number of Attendees at TOPA Training Workshops

18. C16: TOPA Post-Purchase Counseling & Training

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Post Purchase Training Workshops

Number of Attendees at TOPA Post Purchase Workshops

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

19. C17: Tenant Counseling for HRA - Rental Accommodation Division

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

Number of Attendees at group training/coaching

20. Marketing & Outreach

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Housing Fairs

Other Tabling Events

Flyers Distributed

Social Media Posts (Facebook, LinkedIn, Instagram)

Mailings

Paid Advertising (display ads in print)

Other

Accomplishment Narrative

21. Staffing Information: Any changes (terminations or new hires) in staff members who are on the grant? Or in the Executive Leadership or Management Team? Number of HUD Certified Counselors (expressed as FTEs) on staff at the

end of this reporting period?

Maximum characters: 1000. You have 1000 characters left.

22. Who are the current Points of Contact and email for the following: 1) Executive Leader (NOTE: Executive leader is copied on all communication): 2) Grant/Fund Development: 3) Grant/Accounting: 4) Program Managers/Directors/Supervisors:

Maximum characters: 1000. You have 1000 characters left.

23. Please provide us with client success story/stories for this quarter by program. You may provide a link to an article that has been written for other purposes (newsletter, website, or newspaper article).
Redact (use a pseudonym) for any client name or other personal identifying information if you have not received a release.

Maximum characters: 3000. You have 3000 characters left.

24. Any good news to share? Any events and activities coming up? (e.g. obtained other grant funds to leverage DHCD grant, Open Houses, Presentations, Community Events, etc.)
Upload a calendar of upcoming program events (in-person or webinars).

Maximum characters: 3000. You have 3000 characters left.

25. Describe your organization's involvement in other projects or initiatives with other District agencies.

Maximum characters: 3000. You have 3000 characters left.

26. Describe your marketing and outreach during this period. What groups or areas did you market to, numbers, and in what way did you contact them (mail, event, email, personal, media, etc.)?

Maximum characters: 3000. You have 3000 characters left.

27. Describe any specific obstacles (if any) to your organization's program or service delivery during this period?

Maximum characters: 3000. You have 3000 characters left.

Documents Requested *	Required?	Uploaded Documents *	
ALL: Procurement Report, as applicable Download template: Procurement Report			Upload
ALL: Language Access for Outreach and Group Sessions Download template: Language Access for Outreach and Group Sessions	Required		Upload
ALL: Calendar of Next Quarter (3 months) of Orientations, Trainings, Workshops & 8-Hour Classes	Required		Upload
A-2 HBE 8-Hour Class Attendance Certificates Download template: A-2 HBE 8-Hour Class Attendance Certificates			Upload
A-3 Homebuyer Assistance Program Intake Download template: A-3 Homebuyer Assistance Program Intake			Upload
A-4 IZ Orientation Attendance Certificates Download template: A-4 IZ Orientation Attendance Certificates			Upload
B-11 SFRRP Intake Download template: B-11 SFRRP Intake			Upload
C-15 and C-16 TOPA Reporting Download template: C-15 and C-16 TOPA Reporting			Upload
C-17 Training for Tenants and Tenant Organizations Download template: C-17 Training for Tenants and Tenant Organizations			Upload

** ZoomGrants™ is not responsible for the content of uploaded documents.*

CDBG PUBLIC SERVICE* HOUSING COUNSELING (HC) PROGRAM

HEAD OF HOUSEHOLD DEMOGRAPHICS

IDIS Number	
Community Based Organization (CBO)	
National Objective/Matrix Code	
Project Analyst	
Proposed HOUSEHOLDS TO Serve	
Total HOUSEHOLDS Served	
Difference Used for CAPER Analysis	

Tip #1	Avoid Duplicative Reporting
Tip #2	Complete each cell; even if N/A (Not Applicable)
Tip #3	Do not complete Grayed-Out Cells
Tip #4	Based on HEAD of HOUSEHOLD
Tip # 5	Submit Quarterly
Tip #6	Public Service - HC that cannot show proof a home was purchased.
Tip # 7	OPH - Kelly Ann Morrow, DHCD Grant Management Officer, kelly-ann.morrow@dc.gov

HEAD OF HOUSEHOLD CHARACTERISTICS

Race/Ethnicity/Household Composition	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	ALL MUST MATCH: Total All Wards	ALL MUST MATCH: Total Tenants and Owners
White	0	1		0	1																					0	0	0
Black/African American	0	0		0	0																					0	0	0
Asian	0	0		0	0																					0	0	0
Native American/Alaskan Native				0	0																					0	0	0
Native Hawaiian/Other Pacific Islander				0	0																					0	0	0
Native American/Alaskan Native & White				0	0																					0	0	0
American Indian/Alaskan Native & White				0	0																					0	0	0
Asian & White				0	0																					0	0	0
Black/African American & White				0	0																					0	0	0
Native American/Alaskan Native & Black/African American				0	0																					0	0	0
Other Multi Racial				0	0																					0	0	0
Did Not Report				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Income Data (In accordance with HUD Part 5)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	ALL MUST MATCH: Total All Wards	ALL MUST MATCH: Total Tenants and Owners
Extremely Low 0-30 %	0			0	0																					0	0	0
Low 31%-50%	0			0	0																					0	0	0
Moderate 51%-80%	0			0	0																					0	0	0
Non-Low/Moderate 81% - 110%				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Additional Data (Does not apply to Single Family Residential Rehabilitation Programs)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	ALL MUST MATCH: Total All Wards	ALL MUST MATCH: Total Tenants and Owners
With New or Continuing Access to Service or Benefit	0			0	0																					0	0	0
With Improved Access to Service or Benefit				0	0																					0	0	0
Receives a Service or Benefit that is No Longer Substandard				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Language Access

The recent Executive Order of the President makes English the Official Language of the United States.

Grantees may translate forms, document, trainings into other languages as they deem appropriate for the benefit of clients.

Grantees may also make provision for clients to have access who are English Proficient/Non-English Proficient (LEP/NEP).

The Language Access line remains available to Grantees. OPM can provide the phone number.

Grantees are encouraged to report on a quarterly basis concerning language accommodation for clients.

Tracking includes:

- Language
- Use of interpreter, bi-lingual staff person or language access telephonic line
- Used on the group basis or individual and the number of each

Exhibit D Method to determine Client Eligibility for Services

Method to determine Client Eligibility for Services:
By Household

DHCD will provide the spreadsheet to use for this Quarterly Report

If a grantee has two or three sources/uses of grant funds, a separate report is needed for each.

Sources/Uses includes

1. Public Services (PS),
2. Non-Public Services (NPS) and
3. NRSA Wards 7 & 8 PS & NPS.

For each the Household report includes:

Section 1

Grantees will provide the following information concerning race/ethnicity which shall be recorded by

- Ward,
- Head of Household,
- Tenant/Owner

White
Black/African American
Asian
Native American/Alaskan Native
Native Hawaiian/Other Pacific Islander
Native American/Alaskan Native & White
American Indian/Alaskan Native & White
Asian & White
Black/African American & White
Native American/Alaskan Native & Black/African American
Other Multi Racial
Did Not Report
TOTAL

Section 2

Also, each household shall be counted by income category using the CDBG income categories and dollar amounts. (See chart in this exhibit.)

Section 3

Lastly, each household shall be counted by CDNG service category.

With New or Continuing Access to Service or Benefit
With Improved Access to Service or Benefit
Received a Service or Benefit that is No Longer Substandard

The Number of Households in each of the above calculations be the same. That is, if 100 households are reported in Section 1, there must be 100 in reported also in Sections 2 and 3.

This procedures is repeated for:

- Non-Public Service Activities
- NRSA Wards 7 & 8 Public Service and Non-Public Service

INCOME LIMITS WITH UNCAPPED LIMITS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
U.S. Department of Housing and Urban Development (HUD) FY 2023
Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	**84,400**	**96,450**	**108,500**	**120,550**	**130,200**	**139,850**	**149,500**	**159,150**

	Median Income	**Family Four Low Income Limit**
DC	**$152,100**	**$95,300**

This grant will consider eligibility based on Household Beneficiary Data

Exhibit E Budget Modification Form

BUDGET MODIFICATIONS

To request a Budget Modification, please reach out to your Point of Contact with Community Services to request the excel file.

The excel file should be returned to Community with the details (below) about your request. You may also send a PDF of the excel file in addition to the excel file itself. The excel is needed to upload to the database.

There should be a cover letter from the Executive Director requesting the modification as outlined in excel file attached. Only the Executive Director as a signatory to the Grant Agreement can request a Budget Modification.

The Excel file will guide you through the process.

The Excel template asks you for each line item in the A 3-2 (Personnel) to indicate the current budget and the requested budget modification for:

- Hourly rate
- Number of Hours to be charged to the Grant (total for the year)

Similarly for the A 3-1 the template asks the current Budget Amount for each line item and the requested modification amount for each line item in the A 3-1.

Each line item in the A 3-1 and A 3-2 must be included in the Modification.

The deadline to request a Budget Modification is June 1st of each year.

The Community Services team is available to provide technical assistance.

Cost Category	Current Budget	Increase (Decrease)	Requested Modification Amount
Personnel (Salary & Fringe)	$0.00	$0.00	$0.00
Credit Report	$0.00	$0.00	$0.00
Space	$0.00	$0.00	$0.00
Insurance	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Training	$0.00	$0.00	$0.00
IT Services & Support	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$0.00	$0.00	$0.00
Total Indirect Costs (De Minimis Cost Rate 15%)	$0.00		$0.00
Total Costs	$0.00	$0.00	$0.00

Exhibit F Drug Free Workplace Certification

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Certifications Regarding
Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact.

1. **LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code. and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - lll, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. Debarment, Suspension, And Other Responsibility Matters (Direct Recipient)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

1. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F. for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020. Notice shall include the identification number(s) of each effected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and incising termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (1), (c), (d), (e), and (f).

B. The applicant may insert in the space provided below the sites) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Drug-Free Workplace (Grantees who are Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, subpart F, for grantees as defined at 28 CFR Part 67; Sections 67 615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020.

As the duly authorized representative of the applications,
I hereby certify that the applicant will comply with the above certifications.

Greater Washington Urban League, Inc
2091 14th Street, NW, Washington, DC 20009

1. Grantee Name and Address

Grant# 2025-03

CDBG/NBAP Housing Counseling Services

2. Application Number and/or Project Name

53-0208981

3. Grantee IRS/Vendor Number

George H Lambert Jr., CEO

4. Typed Name and Title of Authorized Representative

5. Signature

10/18/2024

6. Date

DHCD Contract No. 2025-03
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit G Service Area Eligibility

This grantee provides services to residents of all DC Wards and will focus on the neighborhoods in these corridors where DHCD has invested resources for housing development.

- 16th St NW Corridor near the intersection with Havard St NW (Columbia Heights) in Ward 1
- Georgia Ave and New Hampshire Ave NW Corridor (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- Rhode Island Ave and South Dakota Ave NE Corridor (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 5
- M and South Capitol Streets SW Corridor (Greenleaf/Waterfront) in Ward 6
- Benning Road and Florida Ave NE Corridor (NoMa/Ivy City/Trinidad) Ward 6
- Minnesota Ave and Benning Rd NE Corridor (Benning, Greenway) in Ward 7
- Pennsylvania Ave and Minnesota Aves SE Corridor (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- East Capitol and Benning Rd Corridor (Capital View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- Marion Barry Ave and Martin Luther King Aves SE Corridor (Historic Anacostia, Fairlawn Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- Marion Berry Ave and Alabama Aves Corridor (Skyland, Woodland, Garfield Heights) in Ward 8
- Martin Luther King Ave and Alabama Ave Corridor (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- South Capital St and Chesapeake Aves SE Corridor (Bellevue, Washington Highlands) in Ward 8

DHCD Contract No. 2025-03
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit H Insurance Requirements

DHCD-BILL WINSTON-GRANT FOR VARIOUS COMMUNITY-BASED ORGANIZATIONS HOUSING COUNSELING AND SERVICES AF07082024

INSURANCE

A. GENERAL REQUIREMENTS. The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this grant, the types of insurance specified below. The Grantee shall submit a Certificate of Insurance to the Grant Administrator (GA) giving evidence of the required coverage prior to commencing performance under this grant. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the GA.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Grantee and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this grant, with the understanding that any affirmative obligation imposed upon the insured Grantee or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its subcontractors, and not the additional insured. The additional insured status under the Grantee's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the GA in writing. All of the Grantee's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Grantee or its subcontractors, or anyone for whom the Grantee or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the GA with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the GA in writing), covering liability for all ongoing and completed operations of the Grantee and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an

Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or it's equivalent) to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the GA in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee in connection with work under this agreement, with a minimum combined single limit of $1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Grantee shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Defense costs shall be in addition to and not erode the limits of liability
e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or it's equivalent)

3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

   Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   The Workers Compensation and Employers Liability shall be further endorsed to:
   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the GA of commercial umbrella or excess liability insurance with minimum limits of $5,000,000 per occurrence and $5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS
Any and all subcontractors engaged by Grantee for work under this agreement shall be required to have the same insured required of Grantee. Should the Grantee wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Grantee shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Grantee. In either instance, the Grantee must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

E. DURATION. The Grantee shall carry all required insurance until all grant work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this grant and two years for non-construction related grants.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the Grantee's liability under this grant.

G. CONTRACTOR'S PROPERTY. Grantee and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.

H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the grant price.

I. NOTIFICATION. The Grantee shall ensure that all policies provide that the GA shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Grantee no long complying with the above requirements. The Grantee shall provide the GA with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the GA with an updated Certificate of Insurance should its insurance coverages renew during the grant. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Grantee at least 30 days' notice of the change. Grantee must comply, at your expense, and deliver to the GA evidence of compliance before the change becomes effective.

J. CERTIFICATES OF INSURANCE. The Grantee must send to GA, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Grantee must also provide us with evidence of renewal before the expiration date of each insurance policy. Grantee is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . Certificates of insurance must reference the corresponding grant number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:
William Winston, Grant Administrator (DHCD)
1909 Martin Luther King Jr Av SE, Washington DC 20020
771-208-9628
Bill.winston@dc.gov

The GA may request and the Grantee shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Grantee expires prior to completion of the grant, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the GA prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the GA on an annual basis as the coverage is renewed (or replaced).

K. DISCLOSURE OF INFORMATION. The Grantee agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Grantee, its agents, employees, servants or subcontractors in the performance of this grant.

L. CARRIER RATINGS. All Grantee's and its subcontractors' insurance required in connection with this grant shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.

M. WARRANTIES. When applicable, the Grantee should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). GA should collect, review for accuracy, and maintain all warranties for goods and services.

Exhibit I **Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures**

Mayor's Order 2023-131

GOVERNMENT OF THE DISTRICT OF COLUMBIA
ADMINISTRATIVE ISSUANCE SYSTEM

Mayor's Order 2023-131
October 31, 2023
SUBJECT: Updated District Government Sexual Harassment Policy, Guidance, and Procedures

ORIGINATING AGENCY: Office of the Mayor

By virtue of the authority vested in me as Mayor of the District of Columbia by sections 422(2), (3), and (11) of the District of Columbia Home Rule Act of 1973, 87 Stat. 790; Pub. L No. 93-198, D.C. Official Code §§ 1-204.22(2), (3), and (11), it is hereby **ORDERED** that:

I. PURPOSES AND BACKGROUND

This Order incorporates provisions of, updates, and supersedes Mayor's Order 2017-313, dated December 18, 2017, regarding sexual harassment in District of Columbia ("District") Government workplaces.

In addition to providing procedural updates to the District's sexual harassment policy, this Order establishes and directs the Sexual Harassment Task Force to further examine the District's sexual harassment policies and provide recommendations to further the goal of a harassment-free workplace; establishes obligations of District Government employees; adds Mayor's direct reports to those required to be referred for outside investigation of sexual harassment; and bans all sexual and romantic relationships between supervisors and the employees in their chain of command.

This Order reaffirms that the District Government does not tolerate any form of inappropriate workplace conduct including sexual harassment, nor does it tolerate sexual harassment in non-employment interactions between District Government employees and the public. Sexual harassment is recognized as one of the most unjust, demeaning, and demoralizing examples of workplace misconduct.

This Order also requires that employees be trained on sexual harassment every year and provides additional specificity as to the qualifications and role of Sexual Harassment Officers.

Further, this Order directs agency compliance with the Sexual Harassment Data Collection and Reporting Act of 2022, D.C. Law 24-171, D.C. Official Code § 1-546.01, and clarifies, consistent with the Human Rights Enhancement Amendment Act of 2022, D.C. Law 24-172, D.C. Official Code § 2-1402.11(c-2), the definition of sexual harassment.

II. INDIVIDUALS AND ENTITIES COVERED

A. Prohibitions and Protections

1. This Order is intended broadly to prohibit sexual harassment in all interactions with District Government employees and officials and persons acting on behalf of the District Government, and to facilitate speedy investigation and non-monetary remedial action including warnings to stop offensive behavior, additional training, reassignments, and personnel and contract actions.

2. The District of Columbia prohibits workplace sexual harassment by all District Government employees and officials. The prohibition applies to harassment of other employees and officials and to harassment of third parties

and members of the public interacting with the District Government, such as vendors, contractors, grantees, customers, clients, and other persons visiting or working at District Government worksites or service sites inside and outside District Government agencies.

3. Likewise, contractors and grantees carrying out work on behalf of the District Government shall not sexually harass colleagues who carry out work on behalf of the District Government; District Government employees; or customers, clients, or beneficiaries of the services the contractors and grantees provide on behalf of the District Government; and those clients, customers, beneficiaries, employees, and colleagues may file complaints that trigger sexual harassment investigations and possibly remedies. Remedies may include requiring the contractor or grantee to use alternate personnel to provide services, and other remedies available under the contract or grant agreements up to and including contract or grant termination or non-renewal of the grant or contract.

4. In addition, sexual harassment by District Government clients, customers, or visitors against District Government employees, contractors, or grantees, or other clients, customers, or visitors, at District Government worksites or service sites, is prohibited and complaints made against District Government employees who sexually harass contractors, grantees, agency clients, customers or visitors, upon investigation, may result in discipline of the employee and accommodations of the contractor, grantee, customer or visitor, such as having another government official assigned to the matter.

5. In the course of their duties as members of District of Columbia boards and commissions, board and commission members are bound by the prohibitions, procedures, and deadlines set forth in this Order.

6. Not every procedure set forth in this Order applies to persons not working for the District Government.

B. Scope

1. Laws prohibiting sexual harassment apply throughout the District Government. The agencies listed below should either use the training, procedures, information, and processes provided in this Order, or their own, similar ones. To the extent District law requires centralized reporting, the reporting requirements in this Order apply to all agencies.

2. Those agencies include the Office of the Attorney General, the Office of the Chief Financial Officer, the Board of Elections, the Zoning Commission, the Public Service Commission, the Commission on Arts and Humanities, the Washington Convention and Sports Authority (Events DC), the Board of Education, the University of the District of Columbia, the DC Public Library, the DC State Athletics Commission, the Public Charter School Board and public charter schools, the Office of the People's Counsel, the District of Columbia Water and Sewer Authority (DC Water), the Green Finance Authority, the Health Benefit Exchange Authority, the Not-for-Profit Hospital Corporation, the Contract Appeals Board, the DC Retirement Board, the Office of Employee Appeals, the DC National Guard, the Criminal Justice Coordinating Council, the Office of Police Complaints, the Corrections Information Council, and the Uniform Law Commission.

3. This Order does not apply to the Council of the District of Columbia, Advisory Neighborhood Commissions, or the DC Courts, and agencies and offices subordinate to them.

III. SEXUAL HARASSMENT

A. Through the Human Rights Enhancement Amendment Act of 2022, D.C. Law 24-172, effective September 21, 2022; D.C. Official Code § 2-1402.11(c-2), the Council has, in the employment context, expanded the definition of "harassment" and "sexual harassment" under the D.C. Human Rights Act to provide that sexual harassment includes conduct of a sexual nature, "whether direct or indirect, verbal or nonverbal, that unreasonably alters an individual's terms, conditions, or privileges of employment or has the purpose or effect of creating an intimidating, hostile, or offensive work environment."

B. In addition, sexual harassment includes "sexual advances, requests for sexual favors, or other conduct of a sexual nature where submission to the conduct is made either explicitly or implicitly a term or condition of employment or where submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual's employment." This is sometimes referred to as quid pro quo sexual harassment.

C. In determining whether sexual harassment has taken place, the D.C. Human Rights Act states that "conduct need not be severe or pervasive to constitute harassment" and that "no specific number of incidents or specific level of egregiousness is required."

D. Examples of conduct that can contribute to or constitute sexual harassment or an intimidating, hostile, or offensive work environment include:

1. Sex acts;

2. Display of sexual organs;

3. Using sexually oriented or sexually degrading language describing an individual or their body, clothing, hair, accessories, or sexual experiences;

4. Sexually offensive comments or off-color language, jokes, or innuendo that a reasonable person would consider to be of a sexual nature, or belittling or demeaning to an individual or a group's sex, sexual orientation, or gender identity;

5. "Sexting" or seeking or sending pictures of intimate body parts;

6. Taking or displaying pictures of body parts meant to be covered up (such as "upskirting" pictures);

7. Displaying or disseminating sexually suggestive objects, books, screensavers, magazines, photographs, music, cartoons, or computer internet sites or references;

8. Unnecessary and inappropriate touching or physical contact, such as intentional and repeated brushing against a colleague's body, touching or brushing a colleague's hair or clothing, massages, groping, patting, pinching, or hugging, that a reasonable person would consider to be of a sexual nature;

9. Leering, ogling, or making sexually suggestive gestures or sounds, such as whistling or kissing noises;

10. Making inquiries about someone's private sex life or describing one's own sex life;

11. Workplace sexual comments, conduct, displays and suggestions between two willing parties in the presence of another that are inconsistent with professional workplace norms;

12. Any unwanted repeated contact, including, but not limited to in-person, or telephonic, for romantic or sexual purposes;

13. Giving a preference to someone who is engaged in a dating, romantic, or sexual relationship based on the relationship to the disadvantage of someone who is not engaged in a dating, romantic, or sexual relationship; and

14. Sexual assault, stalking, trapping someone such that they are not free to leave and a sexual encounter is expected or threatened, threats of bodily harm relating to sex or the refusal to have sex, or other crimes related to acts of sexual harassment.

E. Further, the District may treat some conduct of a sexual nature as misconduct, even when it does not rise to the level of unlawful sexual harassment actionable under the D.C. Human Rights Act. As an example, an employee who tends to greet people with a hug may have been warned that the conduct was offensive to some employees and then hugs an employee whom they have not seen in many months. The conduct may not rise to the level of "unreasonably altering the individual's terms, conditions, or privileges of employment," but it could constitute misconduct since they had been warned that some employees associate hugging with unwanted sexual contact that is offensive in the work environment.

IV. DATING, ROMANTIC, AND SEXUAL RELATIONSHIPS IN THE WORKPLACE

A. Prohibitions

1. Prohibitions on certain dating, romantic, or sexual relationships in the workplace exist to prevent real or perceived impropriety, favoritism, conflicts of interest due to power dynamics, control of an employee's assignments and performance reviews, as well as to advance fairness for all other employees, contractors, grantees, and clients. Even consensual dating, romantic, or sexual relationships can generate allegations of favoritism based on sexual relationships or sexual harassment by one of the parties or a third party. Relationships, or aspects of relationships, that may be perceived as consensual by one party may be considered coerced or harassing by the other party due to power dynamics, and relationships that start consensually may evolve into sexual harassment.

2. Subject to the conditions and implementation procedures discussed in this Order, it is now the policy of the District Government that a dating, romantic, or sexual relationship between a supervisor and any employee in the chain of command they supervise – whether supervision is direct or indirect, operational or situational – is prohibited. Note that chain of command in this definition may span agencies or divisions within an agency.

3. In addition, District Government employees shall not initiate a dating, romantic, or sexual relationship with trainees, recruits, or interns, regardless of the employee's assignment in relation to the trainee, recruit, or intern if the employee is in the same agency as the trainee, recruit, or intern.

4. Further, this Order prohibits dating, romantic, and sexual relationships when they are prohibited by applicable professional or ethical standards, such as lawyer-client, doctor-patient, or social worker-client.

5. District Government employees shall not participate personally and substantially in particular matters that affect or could affect the financial interests of someone with whom they are in a dating, romantic, or sexual relationship, whether that person is an employee, grantee, contractor, or client of the agency.

B. Designation of Person or Committee to Resolve Issues Surrounding Workplace Relationships; Existing Relationships

1, By November 17, 2023, District Government agency directors shall designate their own agency human resources agency/officers, another appropriate officer, or an office or committee to receive disclosures of relationships and resolve workplace issues arising from any prohibited dating, romantic, or sexual relationship on a case-by-case basis consistent with this Order; absent such a designation, disclosures shall be made to the Director.

2. By December 8, 2023, existing relationships that fall within the prohibitions of this Order must be disclosed to the designee identified in subsection IV.B.1. of this Order, in the manner specified by their agency or on a form to be created by DCHR, whereupon the situation will be evaluated and a resolution determined.

3. Resolution may involve giving the employees a defined but reasonable time to find a new position where the relationship is not implicated by this Order; shifting reporting structures to take the relationship out of a prohibited status; or establishment of recusal structures when the employees do not work in the same agency or division but they heretofore were in situational or operational chains of command.

4. To the extent adjustments are made in work sites or shifts, reporting structures, job duties or any other factor for one or both of the persons in the relationship, agencies shall endeavor to afford such options on a voluntary basis for all concerned, particularly if an employee not involved in a prohibited relationship is affected by any proposed accommodation of the relationship.

5. If no satisfactory resolution of the prohibited relationship can be reached, the persons in a dating, romantic, or sexual relationship may request a waiver of the provisions of this Order. Waiver requests shall be submitted to the Mayor and shall be accompanied by a recommendation from the agency or agency designee. Waiver requests may include any information relevant to the determination and shall be on a form to be created by the Department of Human Resources ("DCHR").

6. Agencies may make reasonable efforts to assist with a transfer or reassignment, without prejudicing either employee (or any other employee), but it is not the responsibility of the personnel authority or the agency to restructure their agency operations or find a new position for someone in the relationship. No agency is required to grant a request or application for a transfer.

7. Agencies may promulgate regulations or policies consistent with this Order to effect its implementation and to provide consistent treatment for employees facing this situation, though each relationship may pose unique issues. Agencies may also issue rules explaining in more detail for their agencies' employees and contractors how terms such as "dating," "chain of command" and "trainee" are to be interpreted considering their agency's operations. Agencies may prohibit dating, romantic, or sexual relationships with their own clients or clients of the agency or a subset of the agency, as the agency deems appropriate to prevent factual or perceived impropriety or favoritism. For instance, an agency with both social workers and non-licensed employees providing case work to agency clients could extend the ban on dating and sexual relationships with clients to their non-licensed employees, to hold them to the same professional standards as their licensed colleagues.

8. By December 12, 2023, agencies shall report the number of disclosed relationships to the Mayor's Office of Legal Counsel ("MOLC") and the contact information of the person handling requests for accommodation, for consideration by the Sexual Harassment Taskforce.

C. Disclosure of Relationships

1. In addition to the disclosures of existing relationships required by Section IV.B., if by promotion or agency reorganization or other circumstance, two employees in a dating, romantic, or sexual relationship would fall into a prohibited relationship status, their relationship must be disclosed as soon as the possibility of falling into prohibited status is realized by either person in the relationship.

2. If there is a reasonable likelihood that someone would raise a credible charge that there was or could be preferential treatment based on a dating, romantic, or sexual relationship that is not in a chain of command, then the employees involved in the dating, romantic, or sexual relationship must also report their relationship to the person or office designated pursuant to Section IV.B. Such reporting is necessary for consideration of whether additional safeguards are necessary and whether the prohibition on relationships based on situational supervision is implicated.

D. New Relationships

Generally, if two persons in a chain of command wish to begin a dating, romantic, or sexual relationship with each other, one party to the relationship should apply for a transfer or otherwise seek employment that eliminates the supervisory relationship before the relationship begins so that no prohibited relationship commences. For example, a supervisor may be transferred to another supervisory role so that they are not in the chain of command with the other person.

E. Conduct

1. District Government employees in a dating, romantic, or sexual relationship with another District Government employee, or client/customer of their agency, or grantee or contractor of their agency, shall conduct themselves in an appropriate manner while on duty and shall not engage in behavior that detracts from a professional work environment.

2. Any sexual activity at work sites or during an employee's working hours, regardless of location, is prohibited.

F. Violations

A violation of a provision of this Order regarding dating, romantic, or sexual relationships may not constitute sexual harassment as defined above, but an employee who engages in a prohibited relationship under Section IV.A. of this

Order or fails to disclose a relationship that is required to be disclosed shall be subject to appropriate personnel action, up to and including termination.

G. Legal Representation

If legal action is commenced against the District of Columbia and/or a supervisor who engaged in a dating, romantic, or sexual relationship with an employee, or a person engaged in a potentially-conflictual relationship, the existence of the sexual or romantic relationship will be a factor in the District of Columbia's decision to provide legal representation to the supervisor or the employee(s) engaged in a relationship.

V. PROCEDURES FOR STOPPING SEXUAL HARASSMENT; REPORTING AND INVESTIGATING SEXUAL HARASSMENT CLAIMS

A. Employee Obligations

1. District Government employees are bound by the principles set forth in the Code of Conduct at 6B DCMR §§ 1800.2-1800.4 and are expected to act at all times in a manner reflecting their roles as public servants. Depending on an employee's role in the District Government, the obligations regarding the prevention of sexual harassment may differ. "Employees" for the purpose of this Order include contractors engaged by the District Government performing work on behalf of the District similar to that as its employees, such as at District worksites.

2. All employees are obligated to:

a. Refrain from engaging in behavior that constitutes sexually harassing conduct;

b. Refrain from initiating or conducting a prohibited dating, romantic, or sexual relationship as described in Section IV.A. of this Order;

c. Disclose their own dating, romantic, or sexual relationships with other employees if required in Section IV.D. of this Order;

d. Affirm their agreement to comply with this Order;

e. Complete annual sexual harassment training;

f. Cooperate fully in any inquiry or investigation into an alleged violation of this Order; and

g. Refrain from any behavior that may call into question the impartial and harassment-free provision of services to constituents, agency clients or customers, contractors, or grantees.

3. Supervisors should take particular care to avoid conduct that could lead to allegations of sexual harassment, considering time, place, and situations of interactions with employees.

B. Employee Communication

1. To avail themselves of the procedures and protections of this Order, when a District Government employee finds conduct unwelcome, intimidating, or offensive, they may: (a) tell the person who is engaging in offensive or inappropriate sexual conduct to stop and that such conduct is unwelcome; or (b) ask the employee's supervisor, General Counsel, or Sexual Harassment Officer to advise the person that the conduct is offensive and unwelcome; or (c) proceed immediately to file a complaint of sexual harassment under this Order.

2. Employees and others engaged in intervention are encouraged to document all intervention efforts or requests to cease reported inappropriate sexual conduct, including conversations, texts, or email exchanges.

C. Reporting Allegations of Inappropriate Conduct of a Sexual Nature or Sexual Harassment

1. All District Government employees are encouraged to help ensure that District Government workplaces are free of sexual harassment. Employees who know of incidents of inappropriate conduct of a sexual nature, as well as behavior that may create an intimidating, hostile, or offensive work environment, or who are victims of inappropriate conduct of a sexual nature, should report the inappropriate conduct.

2. Employees may report to the Sexual Harassment Officer ("SHO") of their agency or any other agency, or the supervisor or manager of the employee engaging in inappropriate conduct, to their own supervisor, or to the agency General Counsel. Contractors, grantees, and customers of agencies may report allegations of inappropriate conduct of a sexual nature to the SHO of the relevant agency or any other agency, the relevant agency's General Counsel, the supervisor of the employee who engaged in the alleged inappropriate conduct, or their grant or contract administrator.

3. Allegations of sexual harassment against the Mayor, City Administrator, Mayor's Chief of Staff, Mayor's Senior Advisor, Director of the MOLC, any Deputy Mayor, or any official who directly reports to the Mayor, shall be referred to the Inspector General to determine if the allegation is credible, in which case it shall be referred for independent investigation. Such investigations shall be carried out by an entity outside the District Government and those reports shall be provided to MOLC (or the City Administrator if the allegation is against the Director of the MOLC) and the Inspector General.

D. Agency Responsibilities

1. Sexual Harassment Officers ("SHOs") and Investigations

a. Each Deputy Mayor's Office and each agency shall designate a primary SHO and an alternate SHO and shall update the designations, as needed, on an ongoing basis. Each agency shall provide the names of its SHOs to DCHR, and DCHR shall maintain a current District-wide list of agency SHOs. Further, pursuant to D.C. Official Code § 1-546.01(2), SHOs shall be registered with the Office of Human Rights ("OHR").

b. SHOs shall be trained and qualified to serve. To be qualified to serve as a SHO, individuals must have taken and continue to take annual training provided by DCHR and OHR. SHOs may but are not required to be an agency's Equal Employment Opportunity ("EEO") officer, or human resources manager; they must be competent in EEO laws and be designated by the agency to accept sexual harassment complaints and to review and investigate claims. SHOs need not be attorneys.

c. The primary and alternate SHOs for a smaller agency may be employees of another agency (i.e., the SHO of a larger agency may serve as the SHO for a smaller agency). An agency of any size may also obtain assistance from another agency's SHO in handling a particular investigation, including having another agency's SHO carry out an investigation, where there is a possibility of the appearance of a conflict of interest, or for administrative convenience. For the purposes of this Order, a smaller agency availing itself of this option will still be referred to as the "agency."

d. A person seeking to report a violation of this Order may file with any agency SHO, not solely the SHO at their agency or the agency at which the alleged sexual harassment occurred. Persons filing complaints, however, are not entitled to have the investigation conducted by the person of their choosing.

e. If a complaint is reported to someone other than the SHO, the person receiving the complaint must notify the agency SHO, unless giving notice would raise conflict of interest concerns, in which case the person must notify the agency General Counsel.

f. Unless the complaint is against the agency General Counsel, the SHO shall immediately notify the agency's General Counsel of the complaint, and the General Counsel shall thereafter notify the Mayor's Office of Legal Counsel ("MOLC"). The SHO may consult with the agency's General Counsel, or the General Counsel's designee, for legal guidance on conducting the investigation and shall notify the General Counsel of any issue that may require higher-level support. If the complaint is against the General Counsel, the SHO shall notify the MOLC directly.

g. SHOs should review DCHR's SHO training materials before initiating an investigation. DCHR has training materials on duties to inform the bargaining unit, the right to union representation during investigatory questioning, assessing credibility, unconscious bias, conducting interviews, gathering evidence, protecting confidentiality, preservation of evidence, when to stop an investigation and refer a matter for criminal investigation and more.

h. The primary function of a SHO is to accept complaints alleging violations of this Order and to gather, investigate and review the factual basis of the claim(s). SHOs may corroborate or refute factual allegations; SHOs may provide impressions and evidence regarding the credibility of witnesses. They weigh such evidence and may take into account their impressions of the credibility of witnesses. Ultimately, SHOs make and submit to the appropriate agency Director recommended determinations of whether the allegations are substantiated or are not substantiated. They are not to make legal conclusions about whether sexual harassment occurred.

i. Investigations of allegations of inappropriate conduct of a sexual nature shall be conducted, and the associated investigation report completed, as soon as practicable, within sixty (60) days after the filing of the report of the alleged sexual harassment, absent unusual circumstances.

j. The investigative report shall include a description of the allegations, a description of the SHO's investigation, a description of the evidence adduced by the SHO, and the SHO's recommended determination as to whether the allegations were substantiated. The SHO shall transmit the report to the Director or agency Director's designee and General Counsel of the agency where the alleged harasser is employed.

2. Interim Remedial Actions

a. Pending the completion of the SHO investigation and report, the issuance of the agency report, and the imposition of any disciplinary action, and to protect the rights of the alleged victim as well as the alleged harasser, the agency may take temporary personnel actions that do not result in any adverse employment action to either party.

b. When an agency becomes aware of an allegation of misconduct of a sexual nature, the agency shall notify the alleged harasser of the reported behavior and may demand that the alleged behavior cease immediately and not be repeated.

c. The agency shall take such other remedial steps as it deems appropriate to mitigate the possibility of the alleged harassing conduct continuing.

d. Interim remedial actions are administrative rather than disciplinary and may include, but are not limited to, transfers, reassignment of duty station, changed shifts, duties or reporting requirements, mandatory administrative leave with pay, or other appropriate measures that do not result in reduction of pay, demotion in title or responsibility, or other loss of employee benefits. In general, the agency should avoid moving the alleged victim or changing the alleged victim's shift, or taking similar action affecting the alleged victim, unless the alleged victim requests the action; if the agency takes such an action absent a request from the alleged victim, the agency should make clear to the alleged victim that the action is being taken in pursuit of an effective and prompt stop to any alleged harassment, and not in retaliation for reporting the alleged harassment.

e. Personnel authorities are encouraged to find alternative, reasonably comparable placement during the pendency of an investigation for the accuser or accused in lieu of administrative leave with pay, where possible and if consistent with any collective bargaining agreements.

3. Post-SHO Investigation Agency Actions

a. The agency Director or agency Director's designee may reject a SHO report and return it to the SHO for further investigation, information, documentation, or analysis if the agency Director or designee

considers the report to be incomplete, inadequate, or otherwise unacceptable.

b. If the report is not rejected, the agency Director, or the agency Director's designee, within fourteen (14) days of receiving the SHO's report, shall issue an agency report that accepts, modifies, or rejects the SHO's findings and substantiation recommendations, describes the rationale for any such modifications or rejections, and makes conclusions as to whether the substantiated allegations constitute a violation of this Order. The SHO report shall be included as an attachment to the agency Director or designee's report. The agency Director or designee shall consult with the agency's General Counsel during the preparation of the report regarding relevant legal standards or other legal issues.

c. If the report determines that a violation of this Order has occurred, the report shall be submitted to the agency's human resource officer for appropriate disciplinary action, up to and including termination. The agency shall require that any employee found to have violated this Order whose employment is not terminated must attend mandatory sexual harassment training within sixty (60) days after the issuance of the agency report.

d. The agency must provide the employee and the alleged harasser with a summary written notification of its findings and conclusions (final agency decision) after the sixty (60) day period and shall convey the same to MOLC within five (5) days after it is issued. The notice shall include a description of each allegation and the agency's determination as to whether the allegations were substantiated or were unsubstantiated. Such notice shall not include summaries of witness interviews, credibility determinations, or legal analysis; the notice is a simple recitation of the allegations and the determination as to whether the allegations were substantiated or were unsubstantiated.

e. Any conclusion in the SHO or Director's report that a violation of this Order occurred does not constitute a final legal conclusion that sexual harassment under the D.C. Human Rights Act or federal law occurred. Conversely, a finding that was not substantiated is not a legal conclusion that no violation of the D.C. Human Rights Act or federal law occurred.

f. Consistent with norms regarding the privacy of personnel actions, the complaining party shall not be informed of any disciplinary actions against the alleged harasser.

g. Regardless of whether a complaint has been substantiated, relevant staff, including the General Counsel, are authorized to work together to advise the Director or deciding official as to whether to recommend or implement personnel actions or management procedures to reduce the possibility of reoccurrence of any inappropriate behavior or behavior that poses risks for the District. Any meetings among the General Counsel, human resources staff, and agency management shall endeavor to preserve the confidentiality of the complaint generating the meeting or consultation to the greatest extent possible.

4. Communicating the Order: Orientation, Pledges, Training, and Notifications

a. The personnel authority shall circulate this Order to all new hires during their orientation, shall give each new hire time to read a summary of the Order during orientation, and shall obtain a signed verification that the new employee has read the summary and pledges not to engage in sexual harassment or any other conduct that violates the rules prohibiting sexually harassing behavior, certain dating, romantic, or sexual relationships, and requiring disclosure of certain relationships. Agencies with supplemental orders relating to sexual harassment shall provide those orders, too, to onboarding employees.

b. When individual contractors are working inside an agency in a manner akin to a District Government employee, the agency or the supervising contractor shall obtain signatures from individuals during onboarding orientations affirming their agreement to abide by this Order.

c. New employees shall take a course on sexual harassment as part of the on-boarding process and in no event more than fourteen (14) days after being on-boarded. Agencies shall by December 11, 2023

circulate this Order to all current employees.

d. Agencies shall follow up to provide delivery to difficult-to-reach employees, including employees on leave and work-related travel. Agencies are responsible for confirming that each employee has received this Order by email, verification through Peoplesoft, or return of a signed copy.

e. By December 11, 2023, each agency shall email the names of the agency's primary and alternate SHOs to all its employees and shall send reminders or updates of who the agency's SHOs are at least annually to agency employees.

f. Each agency shall prominently post notices in conspicuous locations accessible and used by a substantial number of agency employees, identifying the agency SHO and Alternate SHO, how to report sexual harassment, and that sexual harassment investigations are to be kept confidential to the greatest possible extent consistent with their investigation and resolution. Agencies shall post the notices no later than thirty (30) days after receipt of the template notice from the Office of Human Rights required by Section V.K. of this Order.

g. Agencies shall take a digital photograph of each posting and transmit it to the SHO program coordinator at DCHR with a description of the location at the time of each posting.

h. Individuals and entities entering into contract or grant agreements with the District Government must affirm that they will abide by the D.C. Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR § 1100 et seq.

i. District agencies drafting contracts and grants shall require such affirmations as part of the contract or grant agreement.

E. Employee Responsibility to Participate in Agency Investigations

1. District Government employees are required to cooperate fully in a SHO or independent investigation of a workplace sexual harassment complaint.

2. If an employee who alleges sexual harassment or is believed to have been the victim of sexual harassment declines to assist and/or participate in the investigation of the allegation, or requests the agency not conduct an investigation, the agency may on its own initiative investigate or refer the matter for investigation.

3. Employees who were not themselves victimized, who, after a direct request by the SHO or other investigator, decline to participate in a sexual harassment investigation, may be subject to disciplinary action.

4. Any consideration of whether to recommend disciplinary action for failure to cooperate in an investigation on the part of an alleged victim requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

F. Discipline for Making False Statements or Representations

1. Making materially false statements, and misrepresentation, falsification or concealment of material facts or records in an investigation of allegations of sexual harassment is conduct warranting disciplinary action, up to and including termination.

2. Consideration of whether to recommend disciplinary action against an employee who is also the alleged victim of sexual harassment requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

G. Discipline after a Finding of Sexual Misconduct or Harassment

The agency shall recommend appropriate disciplinary action, such as described in Section 1607.2(k) of the District Personnel Manual, 6B DCMR § 1607.2(k), up to and including termination of any employee found to have engaged

in sexual misconduct or sexual harassment as defined in Section III of this Order.

H. Rights of the Alleged Harasser

Persons accused of sexual harassment deserve the full protections afforded to them under the law in administrative matters, including, but not limited to, the right to respond to allegations of sexual harassment; to counsel and representation, including a union representative or other representative of their choosing, and including the presumption of innocence, unless and until there is a finding of harassment after an investigation by the agency or where appropriate, OHR. The right to counsel does not include the right to have counsel paid for by the government.

I. DCHR Responsibilities

1. DCHR shall quarterly reach out to all designated primary and alternate SHOs to confirm that they continue to serve in those roles. If DCHR is unable to reach a designated SHO or to confirm that the individual still serves as the agency's primary or alternate SHO, DCHR shall work with the agency to identify a new primary or alternate SHO for the agency. DCHR shall post a list of agency SHOs on its website and update it as necessary.

2. DCHR shall develop reporting forms for disclosure of dating, romantic, and sexual relationships and for applications for waivers of the prohibition on relationships in the chain of command.

3. DCHR shall work with agencies to verify that all employees have completed the annual training on sexual harassment required by Section V.A.1.e. of this Order.

4. DCHR, working with the Office of the Chief Technology Officer, shall create a means through Peoplesoft for employees to acknowledge their receipt of the Order and agreement to comply with its provisions.

5. DCHR, in consultation with OHR, shall review, update, and provide training materials for agency SHOs, including training on investigative techniques.

6. DCHR shall establish qualification standards for SHOs and verify each SHO's qualification to serve as a SHO.

7. DCHR, in consultation with OHR and the Sexual Harassment Task Force, shall create and disseminate training and collateral materials on this Order, the sexual harassment provisions of the D.C. Human Rights Act, and other sexual harassment law and policy, to all agencies under the direct authority of the Mayor and to such independent agencies as may request access to DCHR materials. The training and collateral materials should be tailored to employees in various roles, such as senior officials, managers, attorneys, human resources personnel, and new or existing employees, and should take into account that many District Government employees work primarily in the community and may not have regular access to computer-based training modules.

J. Office of Human Rights (OHR)

1. OHR shall develop training for EEO officers on the standards of the D.C. Human Rights Act, including the changes made by the Human Rights Enhancement Amendment Act of 2022.

2. OHR shall provide consultative services to DCHR and the Sexual Harassment Task Force in creating and disseminating training and collateral materials on this Order, the sexual harassment provisions of the D.C. Human Rights Act, and other sexual harassment law and policy, to all agencies.

3. OHR shall provide a template notice to agencies for agencies to post where the agencies can fill in the name of their SHO and alternate SHO and providing basic information on the prohibition against sexual harassment, how to report, and confidentiality, pursuant to Section V.E.4.d. of this Order.

VI. PROHIBITION AGAINST RETALIATION

A. Retaliation Prohibited

Retaliating against a District Government employee for reporting or filing a claim of sexual harassment, assisting another person in reporting or asserting a claim of sexual harassment, opposing sexual harassment, acting as a witness in a sexual harassment investigation, refusing to follow orders that would result in sexual harassment, intervening to protect others from sexual harassment or advances, or challenging an allegation of sexual harassment, is strictly prohibited. Employees shall not be penalized as a result of their assertion of their rights under the D.C. Human Rights Act or providing truthful information in connection with an investigation (whether on behalf of a complainant or a respondent). Retaliatory behavior may include, but is not limited to, unwarranted reprimands, unfairly downgrading personnel evaluations, transfers to less desirable positions, verbal, or physical abuse, and altered and more inconvenient work schedules. Employees found to have engaged in retaliatory behavior shall be recommended for appropriate disciplinary action, up to and including termination.

B. Process for Alleging Retaliation

Claims of retaliation are generally beyond the scope of the investigatory authority of agency SHOs because SHOs may not be trained in assessing the legality or validity of managerial decisions such as evaluations and assignments and investigations into retaliation would be difficult to conduct in the rapid timeframe set forth in this Order. Employees who believe they have been retaliated against must file a complaint with an EEO Counselor within one hundred and eighty (180) days of the alleged retaliation and subsequently file a complaint with OHR within fifteen (15) days of receipt of the Exit Letter if the employee is not satisfied with the outcome of EEO counseling.

VII. LIMITS

Lodging a complaint regarding sexual harassment does not shield an employee from all discipline or discharge. Agencies may discipline or separate a complainant if the agency is motivated by non-retaliatory and non-discriminatory reasons that would otherwise result in such discipline or separation.

VIII. CONFIDENTIALITY

A. Protecting confidentiality is critical to encouraging victims of sexual harassment to come forth and share their stories. It encourages witness cooperation and protects the reputations of those involved. For those reasons, SHO investigations should be kept confidential.

B. Confidentiality is not absolute. SHOs must disclose information to the alleged harasser for the alleged harasser to have a full and fair opportunity to respond. SHOs may have to disclose information to witnesses to gather more information from them. SHOs must keep agency General Counsels updated for reporting purposes and for investigation support purposes. SHOs also may have to disclose criminal conduct or threats to law enforcement. SHOs should not make pledges of total confidentiality.

C. Investigative reports are confidential, highly private, and deliberative and shall not be released without a court order. Neither the complainant nor the alleged harasser shall be provided with a copy of the investigative report.

D. SHOs, the agency, and MOLC shall take all reasonable steps to ensure that no information contained in the complaint file is disseminated except in furtherance of the investigation; for entry into E-risk or another risk management system; to assist in resolution of the allegations; as necessary for execution of any consequences stemming from the investigation; when lawfully released; or when required by court order.

IX. TIMELY FILING AND STATUTE OF LIMITATIONS

Complaints of sexual harassment shall be reported as promptly as possible. Agencies should investigate alleged acts of sexual harassment beyond the legal statute of limitations, or deadlines otherwise provided by regulation or collective bargaining agreement, taking into consideration the sensitive nature of the alleged offense, the pressure the complainant may have felt not to report the conduct, when the victim became aware of behavior that was not immediately apparent, or a pattern of harassing behavior that developed over time. Some remedies or sanctions may be unavailable due to delays in filing, but even delayed investigations may yield information to the agency in its ongoing efforts to prevent and remediate sexual harassment or may add to the credibility of similar, future allegations should a pattern emerge of allegations against a particular person or practice.

X. RECORDS

A. Agencies shall maintain records of complaints and investigations conducted for three (3) years from the date of the complaint.

B. For each fiscal year, each agency shall track how many complaints of sexual harassment were made by the agency's employees; were made about its agency employees by customers/clients of the agency; grantees or contractors of the agency, and how many complaints were made of sexual harassment of the agency's employees by customers/clients, grantees or contractors, or members of the public during the agency's duties.

C. In addition to the number of complaints, agencies shall track how many matters were investigated; were resolved by mediation; were substantiated; were deemed unsubstantiated; resulted in administrative or disciplinary action against one or more individuals determined to have violated this Order or sexually harassed the complainant; have resulted in legal action; have resulted in a settlement (including the amount of any financial settlement); and how many are pending. Pursuant to the Sexual Harassment Data Collection Act, annual fiscal year data required to be produced under D.C. Official Code § 1-546.02 shall be transmitted to the Office of Human Rights on or before October 15 of each year.

D. Centralized reporting, however, should be ongoing, and agencies are directed to submit such interim, monthly, or quarterly reports as may be requested by DCHR, the MOLC, OHR, or the Sexual Harassment Task Force, and to enter incidents into E-Risk as directed.

E. Any warnings to an employee(s) to halt a particular type of behavior – whether generally or as to a particular employee(s) – shall be recorded and transmitted to the agency's human resource office and to the Mayor's Office of Legal Counsel. In the context of addressing complaints of sexual harassment, any other interventions made for an employee, customer/client, grantee or contractor shall also be recorded, whether or not they arose from an informal counseling session, a complaint of sexual harassment, a complaint regarding behavior in a dating, romantic, or sexual relationship, anonymous report, or any other means.

XI. CONCURRENT REMEDIES AND JURISDICTION

A. Non-Exclusivity of Remedies

This policy is intended to supplement or be an alternative to other processes that allow persons to complain of sexual harassment. The procedures established by this Order are separate and distinct from other options persons with grievances relating to sexual harassment may have, through the Office of Human Rights, the Equal Employment Opportunity Commission, any grievance procedure available under their collective bargaining agreement, ethics complaint and investigation processes administered by the Board of Ethics and Government Accountability, or any other statutory or regulatory complaint process. Filing a complaint under this Order does not stay or delay any filing deadlines in any other forum.

B. Filing a Formal Complaint with the Office of Human Rights

In addition to pursuing action within the agency, an alleged victim of sexual harassment, or a person acting on the victim's behalf with or without the victim's consent, may report a sexual harassment claim within one year of the alleged harassment or its discovery to OHR using its Intake Questionnaire Form. EEO counseling is not required prior to the filing of a complaint with OHR.

C. Filing a Complaint with the Equal Employment Opportunity Commission

Some complaints may fall within the jurisdiction of the federal Equal Employment Opportunity Commission.

D. Relationship and Remedies under Negotiated Grievance Claims

Filing a report or complaint under this policy does not satisfy the requirements for filing a negotiated grievance and obtaining remedies under a collective bargaining agreement, nor does the complaint under this Order delay the

time limits for initiating such a procedure. To pursue a negotiated grievance claim, the employee should file a grievance in accordance with the provisions of the applicable collective bargaining agreement.

E. Criminal Remedies and Referrals

1. Where there is an allegation of criminal misconduct, including for example, sexual assault, kidnapping, stalking, or a threat to do bodily harm, the agency may, after consulting its General Counsel, place the victim and/or the alleged harasser on administrative leave with pay pending final administrative resolution of the complaint or any criminal proceeding.

2. The complainant at his or her choice may report the alleged criminal violation to a law enforcement agency, including the Metropolitan Police Department ("MPD"). Where a criminal violation occurred, the agency shall recommend discipline of the perpetrator up to, and including, termination.

3. While it is generally the alleged victim's decision to report sexual harassment offenses for possible criminal prosecution, if during an investigation the agency uncovers evidence of ongoing crimes (such as sexual extortion of beneficiaries of government services) or criminal activity collateral to or extending beyond the reported allegations of sexual harassment, such as gun-related offenses, the agency shall notify law enforcement.

F. Crime Victim Hotline

The agency shall also remind complainants of sexual assault or other possible crimes of the existence of the DC Victim Hotline. The hotline, 1-844-443-5732, is available 24/7 by telephone, text, or online chat to seamlessly connect victims of crime to free resources to help them navigate the physical, financial, legal, and emotional repercussions of crime. Through the hotline, victims may be matched with an advocate who can help them decide whether to pursue a matter through the criminal justice process.

G. Courts of Law

This Mayor's Order is directed towards preventing and remedying sexual harassment in District Government operations and it does not preclude complainants from obtaining counsel and pursuing any remedies they may have in courts of law. The options discussed in this Order do not constitute legal advice; deadlines for filing, procedures, and substantive offenses or remedies may change over time.

XII. APPLICABILITY OF PERSONNEL RULES

Any proposed personnel action instituted under this Order is subject to the regulations set forth in the District of Columbia Personnel Manual at Title 6B of the District of Columbia Municipal Regulations.

XIII. SEXUAL HARASSMENT TASK FORCE

A. There is hereby established the Sexual Harassment Task Force as an internal task force comprised of representatives of the Office of Human Rights, the Mayor's Office of General Counsel, the Department of Human Resources, the Assistant City Administrator, and the Mayor's Office of Legal Counsel, as designated by the head of each office, and such other individuals as these members may invite to serve as additional members of the task force. The task force shall meet from time to time to develop and advise on trainings, make recommendations about needed policies, review draft regulations, and otherwise take action or recommend measures to fulfill the intent of this Order: including to reduce the incidence of sexual harassment, train employees on what to do when faced with inappropriate workplace conduct, including harassment, and provide additional, effective procedures for addressing inappropriate conduct of a sexual nature. The task force may invite experts and other individuals to participate in the meetings and deliberations of the task force.

B. The Sexual Harassment Task Force shall, no later than May 1, 2024, make recommendations in the following areas and shall provide such recommendations to the appropriate agencies with authority to carry out the

recommendations or make final decisions regarding them. The recommendations need not be in the form of a report and may remain deliberative discussion items until finalized and accepted:

1. Communications to District Government employees about the District's sexual harassment policies;

2. Updates to required trainings for SHOs and agency General Counsels;

3. Recommendations for building a workplace free from sexual harassment;

4. Any recommended adjustments to prohibitions and disclosures regarding dating, romantic, and sexual relationships; and

5. The performance and progress by the agencies named in this Order in completing the responsibilities assigned to them.

XIV. SUPERSESSION

This Order supersedes Mayor's Order 2017-313 and any other provision of a previous Mayor's Order or practice pursuant to that Mayor's Order, to the extent of any inconsistency.

XV. EFFECTIVE DATE: This Order shall become effective November 10, 2023.

_____

MURIEL BOWSER

MAYOR

ATTEST: _____

KIMBERLY A. BASSETT

SECRETARY OF STATE OF THE DISTRICT OF COLUMBIA

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Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director		
2. Chris Earley, Deputy Director		
3. Julia Wiley, General Counsel		
4. Bill Winston, Associate Director of Community Services	WW	9/29/2025
5. Ernest Merchant, Program Analyst	EM	9/26/25
6.		

SUBJECT:

Director's Comments:

Action							
APPROVAL ☒	CIRCULATE ☐	CORRECTION ☐	FILE ☐	FYI ☐	INVITATION ☐	MEETING ☐	SIGNATURE ☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Greater Washington Urban League NBAP FY26 Housing Services $350,000.00

Grant 2025-03

Originating Office

FROM: E. Merchant	TELEPHONE NUMBER:
DATE: 9/26/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE:

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston WW
Associate Director of
Community Services

From: Ernest Merchant EM
Program Analyst

Date: September 26,2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Greater Washington Urban League**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$350,000.00**
ATTACHMENTS:	**FY25 Executed Grant Agreement #2025-03** **FY26 Grant Modification Agreement #2025-03** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-03
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

MODIFICATION OF GRANT AGREEMENT
BY AND BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
AND
GREATER WASHINGTON URBAN LEAGUE, INC.

This Modification of Grant Agreement (the **"Modification"**) is entered into as of the _____ day of October 2025, (**"Effective Date"**), by and between the **District of Columbia**, a municipal corporation (hereinafter sometimes referred to as the **"District"**), acting by and through the District of Columbia Department of Housing and Community Development (hereinafter referred to as the **"Grantor"** or **"DHCD"**), and **Greater Washington Urban League, Inc.** [Entity Identifier J81NAZPM6R39], a non-profit corporation organized and existing under the laws of the District of Columbia, (hereinafter sometimes referred to as the **"Grantee"**) with its principal place of business at 2901 14th St NW, Washington, DC 20009. The Grantor and Grantee shall be together referred to as the "Parties."

RECITALS:

1. DHCD, with offices at 1909 Martin Luther King, Jr. Avenue, SE, Washington, DC, 20020, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program pursuant to the District of Columbia Community Development Act of 1975 (D.C. Official Code § 6-1001 *et seq.*) and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Parties entered into a Grant Agreement (DHCD Contract No. 2025-03) **("Grant Agreement or "Agreement")** effective on February 1, 2025, that memorialized a funding award to Grantee derived from the District's Community Development Block Grant Program ("CDBG") Grant allocation for the purpose of providing a range of HUD housing counseling services that benefit low and moderate-income persons in the District of Columbia for the period from February 1, 2025 through December 31, 2025. (**"Grant Term"**). The Grant Agreement is attached hereto as ***Exhibit A*** and incorporated herein.

3. Section III.C. of the Grant Agreement included an erroneous statement regarding immigration status of Grant services beneficiaries.

4. Pursuant to Section XXII. of the Agreement, the Parties desire to amend the Agreement to correct that erroneous statement and for other purposes.

NOW, THEREFORE, in consideration of the mutual agreements of the Parties set forth herein, the Parties hereby agree as follows:

1. The above recitals are hereby incorporated and made a part of this Amendment.

2. Capitalized terms used in this Amendment that are not defined herein shall have the meanings given to such terms in the Grant Agreement.

3. **Section III. Grant Award Subsection C. Paragraph 1**
The second sentence, to include footnote 5 for a Housing Counseling Services Grant or footnote 7 for a Small Business Services Grant is deleted. **This change is retroactive to the Grant Effective Date.**

4. **Section IV. Grant Term and Periods of Performance**
The Grant term and Periods of Performance are revised. The text in the first paragraph of Section IV. is deleted and replaced with the following text:

*The term of this Agreement shall commence on the Effective Date and continue through September 30, 2026 (**"Grant Term"** or **"Term"**). There are two Performance Periods during this Term. The first Performance Period begins on the Effective Date and ends on September 30, 2025. The second Performance Period begins on October 1, 2025, and ends on September 30, 2026.*

5. **Section III. Grant Award** is amended to add a new subsection B. to read as follows:

*B. The Grant Award is amended to authorize a budget for Grant services to be provided during the Performance Period that begins October 1, 2025, and ends on September 30, 2026. (**"FY 2026 or FY 26"**). Total Grant authority in FY 26 shall not exceed **Three Hundred Fifty Thousand Dollars and No Cents [$350,000.]**.*

The FY 2026 Grant funding is allocated as follows:

Sources and Uses of Funds:

Public Service ("PS") [CDBG EN]	*$293,250.*
NRSAs Ward 7 and Ward 8 [CDBG EN]	*$ 56,750.*
TOTAL CDBG [EN]	*$350,000.*
TOTAL AWARD [All Sources]	*$350,000.*

Notwithstanding the designated source of funds, the Grantor reserves the right to provide funding from another source(s). In all cases, applicable Federal and District laws and regulations shall apply regardless of the source.

The FY 26 funds will be used to fund a range of services which HUD has defined as (insert one of the following)

- ***Housing Counseling Services: Public Services and Non-Public Services provided by a HUD Approved Counseling Agency ("HCA").***

The specific Grant activities are described in ***Exhibit B*** *attached hereto, which includes:*
(a) the Statement of Work,
(b) The Grantor approved Workplan

(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as ***Exhibit C****. and incorporated herein. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.*

6. The Parties agree that this Modification does not otherwise affect or impair their obligations under the Grant Agreement, and all terms, conditions and obligations of the Grant Agreement, not amended herein, shall continue in full force and effect as prescribed in the Grant Agreement.

7. This Modification shall be binding upon and inure to the benefit of the Parties to this Agreement and to their successors and assigns and continue so long as the Grant Agreement is effective.

8. Grantor and Grantee agree that if any of the terms and conditions contained herein shall contradict any of the terms and conditions in the Grant Agreement, the terms and conditions contained herein shall prevail.

IN WITNESS WHEREOF, the Parties have executed this Modification by and through their duly constituted and authorized officers and agents on the day and year first hereinabove written.

[Signature pages follow]

GRANTOR SIGNATURE PAGE

DISTRICT OF COLUMBIA, a municipal corporation acting by and through the Department of Housing and Community Development

By: _____
Colleen Green
Director

_____
Date

Legal Review:

By: _____ Date: _____
Office of the General Counsel
Department of Housing
and Community Development

GRANTEE SIGNATURE PAGE

GREATER WASHINGTON URBAN LEAGUE, INC.
a District of Columbia nonprofit corporation

By: _____
George H. Lambert , Jr.
President & Chief Executive Officer

_____
Date

DHCD Contract No. 2025-03
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT A

FY 2025 Grant Agreement

DHCD Contract No. 2025-03
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT B

FY 2026 Statement of Work
and
Workplan

DHCD Contract No. 2025-03
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT C

FY 2026 Budget

Applicant's Name: Greater Washington Urban League
RFA FY25

Services to be provided in FY26

The Grantee is funded to provide the service(s) identified herein *(see below)*. Services are to be provided by the Grantee in accordance with the description, conditions and procedures identified in Section 3.2 of the RFA FY25 for Housing Services (incorporated herein by reference); provided however, DHCD may alter descriptions, conditions and procedures at any time.

Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A4: Inclusionary Zoning Orientation
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program

FY26 Housing Counseling Services Workplan

Organization Name:	Greater Washington Urb
Grant Number:	2025-03

Performance Period: 10/1/2025 to 09/30/2026

RFA Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	NRSA Ward 7 & 8 All Services	Total
A1	HUD Housing Counseling		Number of First Time Homebuyers Purchasing Homes	Public Service or NRSA	$66,481.50	$12,868.50	$0.00	$79,350.00
A1			Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		80	Number of 1:1 Counseling Sessions (Budget & Credit)					
A1			Number of unduplicated households					
A1		60	Number of 1:1 Homebuyer Counseling Sessions					
A1			Number of unduplicated households					
A2	8-Hour Homebuyer Class	6	Number of 8-hour Homebuyer Educations Classes	Public Service or NRSA	$23,124.00	$4,476.00	$0.00	$27,600.00
A2		60	Number of Attendees of 8-hour Homebuyer Classes					
A2		60	Number of DHCD Certificates issued					
A4	IZ/ADU Orientations	24	Number of IZ Orientations Conducted	Public Service or NRSA	$46,248.00	$8,952.00	$0.00	$55,200.00
A4		3120	Number of Attendees at IZ Orientations					
A4		3120	Number of DHCD Certificates issued					
A7	General Housing Services & Information (Group Training)	6	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)	Public Service or NRSA	$23,124.00	$4,476.00	$0.00	$27,600.00
A7		72	Number of Attendees at Financial Literacy Trainings					
A7		6	Number of Homebuyer Clubs Meetings					
A7		90	Total of Attendees at Homebuer Club Meetings					
A7		6	Number of group trainings or workshops not reported in other categories					
A7		90	Number of Attendes at group trainings or workshops not reported in other categories					
B10	Eviction Counseling		Number of Eviction workshops	Public Service or NRSA	$5,781.00	$1,119.00	$0.00	$6,900.00
B10			Number of Attendees at Eviction workshops					
B10			1:1 Eviction Counseling					
B10			Unduplciated households 1:1 Eviction Counseling					
B10		100	Number referred to Attorney(s) for Legal Services					
B10			Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)					
B10			Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)					
B10			Number Evictions Prevented					
B11	SFRRP	1	Number of SFRRP Orientations conducted (required)	Public Service or NRSA	$17,343.00	$3,357.00		$20,700.00
B11		30	Number of 1:1 Intake sessions					

Marketing	MARKETING AND OUTREACH	1	Housing Fairs	Public Service or NRSA	$4,200.00	$800.00		$5,000.00
Marketing		4	Other Tabling Events					
Marketing			Flyers Distributed					
Marketing			Social Media Posts (Facebook, LinkedIn, Instagram)					
Marketing			Mailings					
Marketing		1	Paid Advertizing (display ads in print)					
Marketing			Other					
Marketing			Other					
	TOTALS				**$293,250.00**	**$56,750.00**	**$0.00**	**$350,000.00**

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
RESIDENTIAL & COMMUNITY SERVICES (NBA)
Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	
PERIOD OF PERFORMANCE:	**10/1/2025 to 09/30/2026**
FISCAL YEAR:	**FY 2026**
TYPE OF ACTIVITY:	**HOUSING COUNSELING & SERVICES**

Instructions: *Please add rows as needed.*

Cost Category	Oct/Nov/Dec	Jan to Sept	Total
Personnel (Salary & Fringe)	$57,724.43	$180,148.51	$237,872.94
Consultants	$0.00	$0.00	$0.00
Space	$7,125.00	$21,375.00	$28,500.00
Professional Fees (include Credit Reports)	$435.00	$1,305.00	$1,740.00
Communication & Computing	$1,590.00	$4,962.89	$6,552.89
Consumables (Supplies)	$250.00	$750.00	$1,000.00
Marketing & Outreach	$0.00	$5,000.00	$5,000.00
Staff Training & Development	$2,500.00	$7,500.00	$10,000.00
IT Services & Support (professional fees)	$2,050.00	$6,150.00	$8,200.00
Membership dues	$0.00	$1,000.00	$1,000.00
Audit Fees	$0.00	$2,500.00	$2,500.00
Printing & Publication	$591.00	$1,391.00	$1,982.00
Total Direct Cost	$72,265.43	$232,082.40	$304,347.83
Total Indirect Costs (De Minimis Cost Rate up to Max 15%)	$10,839.82	$34,812.35	$45,652.16
Total Costs	$83,105.25	$266,894.75	$350,000.00

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
RESIDENTIAL AND COMMUNITY SERVICES (NBA)

Budget Form A (3-2): Personnel Information

Rev. 06/25/2025

ORGANIZATION NAME:	Greater Washington Urban League
FISCAL YEAR:	FY 2026
BUDGET PERIODS:	10/1/2025 to 9/30/2026
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Oct/Nov/Dec Hourly Rate	Q1 # of Hours	Jan-Sept Hourly Rate	Jan-Sept # of Hours	Total Costs
Program Director	Lewis, Sherry	$61.90	25.20	$61.90	78.80	$6,437.68
Associate Director	Palmer, Sabrina T	$54.47	201.60	$54.47	630.40	$45,316.04
Program Manager	Brown, Linda	$37.14	378.00	$37.14	1,182.00	$57,941.21
Housing Counselor	Edmonds, Steven	$32.19	201.60	$32.19	630.40	$26,591.00
Housing Counselor	vacant	$31.25	302.40	$31.25	945.60	$39,283.50
Program Assistant	Thomas, Destini	$27.23	201.60	$27.23	630.40	$22,658.02
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
Personnel Subtotals				**Personnel Subtotals**		$198,227.45
Fringe Benefits (Max 20%)				**Fringe Benefits (Max 20%)**		$39,645.49
Total Grant Personnel Costs				**Total Grant Personnel Costs**		$237,872.94

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director		3/24/25
2. Chris Earley, Deputy Director		3/21/25
3. Julia Wiley, General Counsel	WLW	3/19/25
4. Bill Winston, Associate Director of Community Services		3/14/2025
5. Ernest Merchant, Program Analyst		3/14/25
6.		

SUBJECT:

Director's Comments:

Action

APPROVAL	CIRCULATE	CORRECTION	FILE	FYI	INVITATION	MEETING	SIGNATURE
☒	☐	☐	☐	☐	☐	☐	☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Greater Washington Urban League NBAP FY25 Housing Services $234,500.00

Grant 2025-03

Originating Office

FROM:E. Merchant	TELEPHONE NUMBER:
DATE:3/14/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE:

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

REV 1.0 10/25/23

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

MAR 24 2025

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel/OGC

Through: Bill Winston WLW
Associate Director of
Community Services

From: Ernest Merchant
Program Analyst

Date: March 14, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Greater Washington Urban League**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$234,500.00**
ATTACHMENTS:	**FY25 Grant Agreement #2025-03** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-03
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

DISTRICT OF COLUMBIA.

COMMUNITY SERVICES
HOUSING COUNSELING SERVICES

GRANT AGREEMENT

BY AND BETWEEN
THE DISTRICT OF COLUMBIA
AND

GREATER WASHINGTON URBAN LEAGUE, INC.

This Grant Agreement ("Grant" or "Agreement"), is made effective as of March 24, 2025, ("Effective Date"), by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the D.C. Department of Housing and Community Development (hereinafter referred to as "Department," "DHCD" or "Grantor") and Greater Washington Urban League, Inc., a District of Columbia non-profit corporation Grantee [DUNS No. Unique Entity Identifier (UEI) J81NAZPM6R39] (hereinafter referred to as "Grantee") with its principal place of business at 2901 14th St NW Washington DC 20009. Grantor and Grantee shall be collectively referred to herein as the "Parties."

RECITALS

1. The Department with offices at 1909 Martin Luther King Jr Avenue SE, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975, D.C. Official Code§ 6-1001 *et seq.*, and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Department is authorized to fund community based non-profit organizations that provide housing counseling services for low- and moderate-income persons.

3. On June 7, 2024, the Department published a Notice of Funding Availability ("NOFA") in the D.C. Register, which announced the forthcoming issuance of the Fiscal Year ("FY") 2025 Request for Applications ("RFA") for the Neighborhood-Based Activities Housing Counseling Services Program ("HCSP"). The RFA was issued on June 21, 2024, that solicited applicants to provide services to District of Columbia ("District") residents as a part of the Department's HCSP. HCSP includes Public Services ("PS"), and Non-Public Services ("NPS") as defined in Section I herein. U.S. Department of Housing and Urban Development ("HUD") approved counseling agencies employing one or more certified HUD counselors are eligible to provide both PS and NPS services, while organizations which do not have HUD approval status may provide PS services only. The RFA included an opportunity for applicants to provide one or more of seventeen (17) services listed in the RFA. These services include HUD-approved counseling in keeping with 24 CFR 5.100 and related Federal regulations (in 2 CFR Part 200, and 24 CFR Part 214) as well as services related to local DC programs which are administered by the Department. The RFA and the requirements set forth therein are also incorporated by reference herein.

4. The Grantee's RFA application demonstrates that its organization possesses project management, and organizational and administrative capacity to successfully perform as a nonprofit grant subrecipient under the Department's HCSP, and accordingly DHCD has determined to award a grant to the Grantee in FY 2025 ("25" or "2025").

5. The Grantor proposes to fund HCSP grant activities in FY 2025 from its allocation of Community Development Block Grant ("CDBG") funds authorized by Title I of the U.S. Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), 24 CFR Part 570.

6. As a condition precedent to disbursement of the Grant proceeds to Grantee for the sole and exclusive purposes described in Exhibit A (which includes the "Statement of Work" and the approved "Workplan", both attached hereto and made a part hereof), the Department requires that Grantee enter into this Agreement setting forth the terms and conditions of the Grant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are hereby incorporated by reference and made a part hereof.

Section I. Definitions.

A. As used herein, the following terms shall have the meanings indicated:

a) **Fiscal Year**: All references to Fiscal Year(s) ("FY") herein refer to the District Government fiscal year which is October 1st to September 30th
b) **Neighborhood Revitalization Strategy Area** ("NRSA") refers to the HUD approved areas of Wards 7 and 8 which have been designated as strategic areas for revitalization. Services to Ward 7 and Ward 8 regardless of whether Public Service or Non-Public Service, attributed to the NRSA.
c) **Non-Public Services** refers to 24 CFR 5.100 counseling services provided to clients in connection with the purchase of a specific home. All other 24 CFR 5.100 counseling is Public Service.
d) **Public Services** refers to all other services and may include group training and/or one on one counseling.
e) **Performance Periods**: The Performance Period is defined as the start date and end date for which Grant funds are awarded to execute an approved Workplan and Statement of Work in keeping with the RFA for FY 2025. (See Section IV below.)

Section II. Exhibits.

The Exhibits listed below and the terms and conditions of the same are incorporated herein and made a part of this Agreement.

A. Services to be Provided
- Statement of Work
- Section 3 from the FY 25 RFA: Services
- Workplan as approved by the Grantor

B. Budget
- Schedules A (3-1) and A (3-2) for the First Performance Period

C. Required Reporting Forms
- Monthly Performance Report on group trainings/orientations/workshops and one on one counseling (in connection with the Statement of Work and Workplan), as well as reports on DHCD certificates issued, outreach and marketing activities, and upcoming group trainings.

- Quarterly Beneficiary Data and Demographics for each of the following (a) PS, (b) NPS, and (c) NRSA activities.
- Quarterly Language Access Report (Optional)
- Quarterly Banking Report (as applicable)
- Quarterly Procurement Report (as applicable)
- Quarterly Submission of Minutes of Board of Directors Meetings

D Method to determine Client Eligibility for Services
E Budget Modification Form
F Drug Free Workplace Certification
G Service Area Eligibility
H Insurance Requirements
I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Section III. Grant Award

A. The Department shall make a Grant of the District's CDBG Entitlement Grant Federal Award No: B-24-MC-11-0001 ("CDBG Federal Award") to Grantee in an amount not to exceed Two Hundred Thirty-Four Thousand Five Hundred Dollars and No Cents ($234,500.00)(the "Grant") and is allocated as follows:

Sources and Uses of Funds:

NRSAs Ward 7 and Ward 8 [CDBG EN]	$ 56,630.00
TOTAL CDBG [EN]	$ 56,630.00
LOCAL FUNDS	$ 177,870.00
TOTAL AWARD [All Sources]	$ 234,500.00

Notwithstanding the source of funds designated above, the Grantor reserves the right to provide funding from another source(s). In all instances, applicable Federal and District laws and regulations shall apply regardless of the funding source. The Grant award shall be used to fund a range of services which HUD has defined as Housing Counseling Services: Public Services and Non-Public Services by a HUD Approved Counseling Agency ("HCA").

The specific Grant activities are described in Exhibit A (attached hereto) which includes
(a) the Statement of Work,
(b) Lines of Services - Section 3.2 of the Request for Applications (RFA), and

(c) The approved Workplan
(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

C. The Grant services will benefit low-and-moderate income persons living in the District of Columbia. In keeping with recent Presidential Executive Orders, Grantees should only use grant funds for US citizens and should maintain such documentation to prove citizenship.[13]

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as Exhibit B. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.

D. The Catalog of Federal Domestic Assistance ("CFDA") number is 14.218.

E. The Uniform Administrative Requirements for Federal Grants are applicable to this grant award and are available online at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1. Also, the Grantee must comply with the Community Development Block Grants regulations 24 CFR part 570 that govern this award and other related HUD regulations, which are incorporated herein by reference.

Section IV. Grant Term and Periods of Performance

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2025. During this term, there are two Performance Periods. The First Performance Period is the Effective Date to September 30, 2025. The Second Performance Period is October 1, 2025, to December 31, 2025.

Funding for each Performance Period is in the sole discretion of the Grantor and requires meeting all due diligence requirements prior to award.

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[13] Examples of such document may include copies of unexpired state issued Real ID identification or driver's license, unexpired US passport or US passport card, active duty Military ID, current Green Card or Naturalization documents with state issued photographic identification.

The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of Grant funds or other Grant assets.

Section V. Statement of Work/CDBG Eligible Activities/Eligible Costs/Business Operations

A. CDBG Eligible Activities

1. Grantee shall use the CDBG Grant proceeds solely to fund Grantor-approved service activities that are intended to provide services and empower low- and moderate- income persons in the District of Columbia to make informed housing choices and achieve their housing goals, whether it's finding affordable rental housing, purchasing a home or obtaining financial assistance for critical home repairs.

The best way to provide this critical information to a client in order to assist them in their decision-making process is to adhere to 24 CFR 5.100[14] [in which a HUD certified counselor conducts (1) intake (2) financial and housing affordability analysis with affordability calculation (3) an action plan and (4) follow-up counseling to implement the action plan and achieve its stated goals].

The Grant services to be provided are described in Exhibit A. This description includes the major tasks, activities and project deliverables to be provided under this Grant. The Grantor reserves the right to alter or change the District of Columbia program requirements including eligibility, services provided, service methodology, service delivery and program goals during the performance period.

The proposed Grant activities are CDBG eligible activities pursuant to 24 CFR 570.201(e).

2. Grantee shall sponsor outreach events that inform the community about the Grant activities and participate in other community events as requested by Grantor.

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[14] 24 CRF 5.100: "Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling."

3. The Grantee must retain records which demonstrate that each activity funded under this Grant is CDBG eligible and document the amount of CDBG funds expended for each activity. This includes the activity itself, the outcomes, and the records concerning beneficiaries in keeping with subsection (B)(2) below receiving services. Any authorizations needed together with beneficiary statistical information should be obtained by the Grantee during intake or registration. HUD does not grant exceptions or authorize the District to make exceptions to this requirement.

B. CDBG National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention of slums or blight; 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. The Grantee certifies that the CDBG-assisted activities to be carried out under this Agreement will meet the National Objective of primarily benefiting low- and moderate-income persons (limited clientele activities) in accordance with Federal and District Requirements. The minimum threshold requires that at least 51% of the households served with CDBG funding must be low- and moderate-income households; provided however, that a Grantee whose application claimed additional scoring points for agreeing to provide Grant services to more than 51% low- and moderate-income beneficiaries, must adhere to the percentage they elected in their application.[15]

In accordance with the Grantee's election in their Application for a grant award and for receiving additional points in scoring, the Grantee has agreed to exceed the minimum requirement and to serve at least 90% low- and moderate-income beneficiaries.

Note: This percentage cannot be decreased as it was used for scoring in a competitive round of funding.

4. The Grantee shall disclose to any client that services are provided free of charge by a Grant funded by DHCD using Federal funds and therefore the Grantee has certain reporting

[15] In responding to the RFA published June 21, 2024, applicants were given the opportunity to receive additional points in scoring for committing to exceed the CDBG minimum threshold to either a 75% minimum or a 90% minimum.

requirements in order to provide the Grant services free of charge. The Grantee shall use appropriate forms to obtain a client authorization, as required, to comply with the terms of this Agreement and to meet HUD reporting requirements,

C. Staffing

Where HUD requires services are to be provided by a Certified HUD Housing Counselor, the Grantee shall comply with that requirement and not permit services reserved to HUD certified counselors to be provided by others.

To the extent applicable, Grantee agrees to secure the services of qualified personnel that are licensed and bonded in the District of Columbia to perform the CDBG Federal Award activities and services listed in Exhibit A.

Any changes in personnel or their general Grant responsibilities as set forth in Exhibit A are subject to the prior written approval of DHCD. In this regard, it is essential that the Grantee immediately report terminations and proposed new hires to the Grantor.

D. Business Operations

1. Grantee shall observe business hours of operation onsite in their service location(s) that align with District Government hours of operation specifically Monday through Friday 9:00 am to 4:30 pm (DC holidays excepted)[16] and shall ensure that sufficient staff are on site at Grantee's place of business to carry out Grant services.

2. During the hours of operations, Grantee shall have live answered telephones for incoming calls. If the Grantee's phone system utilizes an auto-attendant function or voicemail, announced option to the caller must include an option to press a certain key (such as "0" for an Operator) to be connected to a staff person in real time who can answer and field questions, redirect a caller to a staff person who can address a caller's inquiries, or provide registration information. DHCD and other DC agencies such as the Office of the Attorney General may check Grantee's compliance with this requirement from time-to-time.

[16] DC Holidays include New Year's Day, Dr. Martin Luther King, Jr. Holiday, Washington's Birthday, DC Emancipation Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Day.

E. Grantee may offer clients virtual appointments as well as virtual group informational or educational activities, but Grantee shall also provide clients an option for in-person services (including both in-person one on one appointments as well as some in-person group informational or educational activities.) The Grantee shall not refuse in-person services to DC residents.

F. Housing Resource Center (HRC) and Late Night Hours: As required by the RFA, "Applicants selected for the award shall participate (in a regular rotation) in staffing onsite at the Department's Housing Resource Center (HRC). The HRC provides services to DC residents by appointment and walk-ins." The HRC is located in the Grantor's offices at 1909 Martin Luther King Jr Av SE. The HRC coordinator, in conjunction with the Associate Director for Community Services, will develop a schedule in consultation with Grant subrecipients for staffing the HRC on a rotating basis on weekdays.

RFA applicants were awarded additional points in their score by committing to "Extended Office Hours." The options included providing office hours until 7:00 pm at least one (1) day a week in their office location and/or until 7:00 pm at least two (2) days a month in the HRC.

In accordance with the Grantee's selection in their Application for grant award and funding, the Grantee has committed to serve Extended Office Hours No Commitment to Extended Office Hours in either location.

Section VI. Disbursement/Required Support Documentation

A. <u>Reasonable, Allowable, Necessary, Allocable</u>

1. Grantee may request reimbursement for actual expenses incurred to provide services and as described in the Grant Budget (A 3-1 and A 3-2). Requests must meet all four criteria: reasonable, necessary, allowable, and allocable. (2 CFR 200.305)
   a. ***Allowable costs.*** Reimbursements are limited to the expenses directly related to activities supported by the grant activities and are subject to the regulations of the Federal and District Governments. Expenses related to activities should be necessary, reasonable, allowable and allocable.
   b. ***Limitations on allowable costs.*** A grantee may not use an indirect cost rate to determine allowable costs under its grant.
   c. **Some *Unallowable costs.*** Expenses that are not allowable include (but are not limited to) sales tax, late fees, debts, tips & gratuities, food, alcohol, controlled substances, cash reserves or investments, money given to individuals (including

donations, grants or loans), contributions to organizations, costs of fundraising, fund development, grant writing, advocacy, lobbying, and purchase of goods or services for personal use or benefit.

2. In addition, Grantee must demonstrate to the reasonable satisfaction of the Grantor that Grant performance milestones have been achieved. All requests for payment of eligible expenses shall be associated with the budget line items specified in Exhibit B (Budget Schedule A (3-1), estimated cost invoices and satisfactory Grant performance.

3. Grantees may not be reimbursed for expenses paid through Cash app or other similar peer-to-peer payment platforms, since such platforms create issues for recordkeeping, auditability, and compliance with grant regulations.

4. The Grantee shall not supplant funds or seek reimbursement for expenses that may be reimbursed by another grant (Federal, District, or private) either prior to or subsequent to reimbursement by the Grantor.

5. The Grantee must have the capacity for bookkeeping and accounting services required to track Grant expenses and create payment requests in keeping with Federal and District requirements, either on staff or by a third-party contractor.

6. The Grantee shall create and submit payment requests in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the Grantee to create and submit invoices by selecting the applicable purchase order number which is listed on the Grantee's profile.

7. All Grantees must be registered in the portal prior to invoice submission. The vendor portal website is **https://cfo.dc.gov./supplier_portal**. Please log onto the portal for further details and instructions. Questions can be submitted to suppliers@dc.gov.

B. Form of Submission of Payment Requests

1. The cover sheet to the reimbursement package must be the 30A Form of the Department [RCSD DHCD 306A Revised October 2024]. No other cover sheet is needed. This form should contain the Purchase Order Number, the IDIS Number, and the Partial Payment Number in accordance with Department's guidelines.

Payments requests are contingent upon certification by the Grantee in the following form as contained on the 306A (RCSD DHCD 306A Revised October 2024). The Certification is to be made by the chief executive officer, or the chief financial officer or the chief operations officer if the Governing Board has authorized this officer to act on behalf of the board to sign.

"I certify that all items, quantities and prices of work and material shown in the requisition are correct to the best of my knowledge and belief. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information , or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812." (2 CFR 200.415)

2. Page 2 and Page 3 shall be the Reimbursement Request A 3-1 and A 3-2.

3. Page 4 shall be the Invoice Cover Sheet with:
   a. A unique identifier (e.g. a row number or brief alphanumeric code) shall be assigned by the Grantee to non-personnel invoices and with the same unique identifier marked on each and every supporting document (e.g. receipt, proof of payment, cancelled checks, contracts, scopes of works, services rendered, vendor statement or document, Grantee's notes) submitted. The unique identifier shall be listed on the invoice cover sheet.
   b. Vendor's name
   c. Remittance address
   d. Invoice number
   e. Invoice date
   f. Contract number (also known as Grant Number)
   g. Purchase order number (if any)
   h. Invoice Amount
   i. The Amount which the Grantee is requesting reimbursement
   j. Quantity of goods/services delivered. Deliverables. Shipping and payment terms
   k. Other substantiating documentation that justifies and supports the payment request.

4. Page 4 and subsequent pages as needed shall include the supporting documents for the reimbursement request including signed timesheets, payroll reports, invoices from vendors marked as described above. (See Section E below.)

C. HUD Related Requirements

1. Federal regulations require that reimbursement under the Grant is tied to (a) beneficiary data reporting and (b) program performance. Failure to meet reporting deadlines for performance and/or beneficiary service data will suspend temporarily the processing of Grantee payment requests. Staff unavailability does not waive the requirement to meet reporting deadlines, and Grantee shall ensure that adequate staff are trained or cross-trained to prepare and submit reports timely.

2. The Grantee should be aware that HUD maintains an *Integrated Disbursement and Information System* ("IDIS"), a database in which the Grantor must make reports during the performance period on each Grantee's account. HUD flags subrecipient accounts when reporting is not provided by a deadline. Such a flag shall constitute a default. Multiple flags or failure to meet the conditions for HUD to remove a flag may result in suspension or termination in keeping with Section XII (C) of this Agreement.

D. Schedule for Submission of Reimbursement Requests

1. Requests for reimbursement shall be submitted in a timely manner by the date due. Failure to meet a deadline shall constitute a default.

2. On the 10th day of each month, the Reimbursement Request shall be for the prior month; provided however, the September reimbursement request must be submitted earlier in October on the date specified by the Office of the Chief Financial Officer of the District of Columbia, which is usually between the 5th and 7th day of October. *(Grantee may wish to use other funding sources for the late September payroll to facilitate meeting the deadlines.)*

3. In order to close-out the grant by September 30th, the October request should be the only request submitted in September.

4. The monthly schedule for submission is as follows:

Month	Due Date
March	April 10th
April	May 10th
May	June 10th
June	July 10th
July	August 10th
August	September 10th
September	October 5th or 7th as specified by the DC CFO
October	November 10th
November	December 10th
December	January 10th
January	February10th
February	March 10th

5. As applicable, expenses incurred pursuant to a project commitment in IDIS that has been approved by the Grantor and are otherwise eligible for reimbursement at the Grantor's sole discretion, may be reimbursed, regardless of when those expenses were incurred.

E. Source Documentation

1. All costs and obligations incurred under this Grant Agreement must be supported by source documentation (e.g. invoices, receipts, contracts, canceled checks, etc.). Documentation may also include approved time distribution sheets and certified payroll reports for employees and contracts.

2. The Grantee must satisfy all documentary requirements to the reasonable satisfaction of the Grantor prior to the disbursement of Grant funds.

F. Requirements Applicable to Disbursed Funds/No Escrow

1. Grantee shall not escrow Grant funds. However, nothing shall prohibit the Grantee from supplementing funding for these activities from other sources including other grants, funders or donors.

2. Any cash advances disbursed pursuant to this Agreement must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate

cash requirements of the Grantee in carrying out the purpose of the Grant. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct Grant program or project costs and the proportionate share of any allowable indirect costs.

3. If at any time it is determined that more Grant funds are disbursed to Grantee than what was required by the Grantee's immediate disbursement needs, Grantee shall immediately return to Grantor the excess funds.

4. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations or fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee.

G. The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect cost rate, as further described in Section (C)(4) and Section (C)(5) (Reporting Requirements) below.

H. In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant proceeds within three (3) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant proceeds, unless another date shall be agreed to be the parties in writing. The Grantor reserves the right to recover such losses by any legal remedy available.

Section VII. Budget Modifications

A. Any amendments to the budget (change in the amounts specified in the individual cost categories set forth in Exhibit B). may be approved by the Grant Administrator, so long as the total amount of the budget is not exceeded.

B. Any increase in the total Grant amount must be approved by the Director of the Department. If the change is made at the request of the Grantee, the request shall be in writing dated and shall be submitted on a Budget Modification Form, attached hereto as Exhibit E.

1. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and dated using the appropriate excel format or the appropriate online portal if available.

2. The Grantee shall make modification requests by June 1st, to allow sufficient time for processing prior to the start of the fourth quarter of the fiscal year. No more than two modifications may be required in the performance period. Requests for modification to the budget shall not be approved after June 1, 2025, except for extenuating circumstances specified in writing, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion.

3. The Department will not approve reprogramming of personnel funds for positions not filled in compliance with this Agreement and Grantee's personnel policies submitted to Grantor. If at any time DHCD requires a more detailed budget breakdown than the one contained herein, the Grantee shall provide such supplemental budget information in a timely fashion and in the form and content prescribed by DHCD.

Section VIII. Conditions Precedent to Grant Closing and Grant Disbursement

Grant closing shall mean the date on which Grantee has satisfied all conditions precedent to execution to the satisfaction of the Grantor, at which time both parties have executed and delivered the Grant Agreement. No Grant proceeds shall be disbursed prior to Grant closing.

The following conditions must be met prior to Grant closing:

A. Eligibility Determination. Determination by the Grantor that Grantee's proposed Grant activities meet eligibility and national objective requirements specified by the CDBG Program regulations at 24 CFR §§ 570.200 through 570.209. Grantor has determined that the proposed Grant activities are eligible for CDBG Program funding pursuant to 24 CFR 570.201(e) (provide housing counseling services to low- to moderate-income households).

B. Environmental Clearance. Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historic preservation reviews, and HUD has issued an approval of the release of funds.

C. Due Diligence Submissions. The following items must be delivered to DHCD for approval prior to Grant execution and Grant closing:

1. Articles of Incorporation, organizational by-laws and certification of nonprofit status.
2. Board/Corporate Resolution, memorializing
   a. the Grantee's intent to enter into this Agreement
   b. identifying the total Grant amount of the award
   c. identifying the Grant Number
   d. identifying the funding source(s) of the award, and
   e. identifying the authorized person by name and title who is authorized to sign on behalf of the corporation to enter into this Agreement.
3. Certificate of Good Standing
   a. issued by the DC Department of Licensing and Consumer Protection (DLCP)
   b. certified within 6 months of the Effective Date of this Agreement.
4. Certificate of Clean Hands
   a. issued by the DC Office of Tax and Revenue (OTR)
   b. certified within 90 days of this Agreement.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia to carry out the Grant activities.
6. Evidence that Grantee has obtained insurance, as provided in Exhibit H. If the renewal period for any insurance requirement occurs during the Grant performance period, the Grantee is required to submit to the Grantor evidence (Certificate Of Insurance) of insurance renewal to cover the remaining Grant performance period.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Effective Date.
8. An Affirmative Action Plan ("AAP") must be submitted by the Grantee for review and approval by the District prior to Grant execution and the disbursement of any Grant proceeds. The AAP shall be in a form to be determined by the District and must detail the Grantee's efforts to comply with the District's goals for achieving equal employment in District government contracts and set forth specific standards for the utilization of minorities in all job categories, as required by Mayor's Order 85-85 and District law.
9. Drug-free Workplace Certification (Exhibit F).
10. Debarment affidavit and verification confirming that Grantee is not debarred or suspended or otherwise excluded from or ineligible for participation in federal or District assistance programs under Executive Order 12549 or District law.

D. Opinion of Counsel. Grantee shall submit a written opinion of the Grantee's attorney, which states that the attorney has read the Grant documents and that the Grantee:

- Is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary.
- Has the full authority and legal right to carry out the terms of this Grant Agreement and all documentation required hereunder to be executed by Grantee; and
- Has taken all actions to authorize the execution, delivery and performance of this Grant Agreement and any documents required to be executed in connection with the Grant according to their respective terms

The Opinion shall further state that none of the aforesaid actions, undertakings or agreements violate any restriction, term, condition or provision of the Grantee's organizational documents or any contract or agreement to which Grantee is a party or by which it is bound. The Opinion must identify the Grant Agreement by name and Grant number, and the counsel must specifically identify the documents upon which the Opinion is based.

E. Current on District Obligations. Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant, including all local taxes and charges affecting Grantee's business.

F. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Proceeds, including, but not limited to the Council of the District of Columbia and the Chief Financial Officer of the District of Columbia.

G. Clearance Approval issued by the DHCD Office of Program Monitoring.

Section IX. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. The Grantee shall cure all report deficiencies identified by the Department and resubmit for approval by the Grantor within 14 calendar days of the notification. The requirements of monthly and quarterly reports {VII.(A) and (B) are in Exhibit C.}

A. Monthly Reporting

Monthly Performance Reporting. The Grantee shall use the online reporting portal provided by the Grantor and shall provide a complete performance report by the 10th day of each month reporting on Grant activities, accomplishments and performance of the prior month. Failure to submit the report by the tenth day of the month following the end of each

month shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

B. Quarterly Reporting

On the 10th day of January, April, July, and October, the following quarterly reports for the previous three months shall be due and provided by the Grantee in the form and method required by Grantor:

1. Quarterly Report on **Beneficiary Data and Demographics** (separate reports for PS, NPS and NRSA).

2. **Banking Report** (as applicable)

3. **Non-expendable Equipment Inventory Report** (as applicable) (the purchase or lease of non-expandable equipment). The purchase of all computer equipment must have prior approval from the Department.

4. **Procurement Report** (as applicable).

5. Copies of the **Minutes of the Board of Directors** meetings, which took place during the previous quarter; and

6. **Language Access Report** (optional) If services are provided in languages other than English, we encourage a language access report to be made.

Failure to submit any or all Quarterly Reports by the tenth day of the month following the end of a quarter shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

C. Additional Report Requirements

The following reports are due to the Department within the timeframes indicated below. If these documents were previously submitted, they must be updated and resubmitted.

1. Fringe Benefits Report

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects funded from the proceeds of this Grant shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefits rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the change. The report shall be submitted to DHCD within fifteen (15) days of Grant execution.

The fringe benefits rate for any personnel costs funded by this Grant shall not exceed 20% of the base salary rate indicated in Schedule A Form A (3-2) of the budget (Exhibit B).

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to the date of the Offer Letter.

All personnel costs approved under this Grant Agreement must be filled within ninety (90) days of Grant execution or within ninety (90) days of the vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than ninety (90) days, whether intermittent or consecutive, at any time during the Grant period may result in the loss of funds for the position.

Grantee must submit transcripts of training or continuing education for individual staff and counselors to the Grantor.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with CDBG funds, in accordance with the requirements specified in 2 CFR Part 200 (Exhibit D). The property inventory list must include, at a minimum, a short

description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

a. The Grantee shall submit a budget and Cost Allocation Plan showing its direct and indirect costs and the allocation of such costs to the Grantee's activities, including the administration of the activities and services provided under this Agreement. The plan must show all allowable and unallowable costs and how such costs are included in the direct and indirect costs in accordance with 2 CFR Part 200.

b. A current Cost Allocation Plan must be submitted no later than thirty (30) days following Grant execution.

c. The Cost Allocation Plan must include all sources of funding for the Grantee, including this, Grant and to which program/cost centers each source has been applied using the Grantee's chart of accounts (referencing individual budgetary line items).

The Grantee must provide:
i. the total amount of funding from each funding source,
ii. the total staff employed by the Grantee, regardless of funding source, staff allocation per grant/program and the estimated percentage of time spent per grant program.

d. As required by HUD, the Cost Allocation Plan is subject to approval by the Grantor. The Grantee shall cure any defects or omissions in the Cost Allocation Plan within 60 calendar days of the notice to cure.

e. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. The waiver request must detail the reasons for the waiver request and include a copy of the relevant audited financial statements.

f. Claims for reimbursement of documented Grant expenses shall comply with 2 CFR Part 200 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.

5. Indirect Cost Rates

a. Grantees may request reimbursement for indirect costs based on their Cost Allocation Plan. The Cost of Allocation Plan must be reviewed and approved by the Grantor. The Grantee is required to keep records of the expenses charged to the Indirect Cost Rate for monitoring and close-out.

Grantees with Indirect Cost Rates are required to use their indirect cost rate. Grantees with provisional rates must demonstrate the rate is not expired or that it is currently used by a Federal Agency in awarding Federal funds to the Grantee during the current Fiscal Year. Other Grantees may use the Federal *de minimis rate* of 15%. In either case (*De Minimis rate* or Federally Approved rate), Grantee shall maintain records (available during monitoring, or close-out or upon request) indicating which costs in the cost allocation plan and the dollar amount have been attributed to the Indirect Cost.)

Indirect cost rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with supporting documentation. DHCD will not make adjustments to indirect cost rates after June 1st.

The Grantor does not issue or award Indirect Cost Rates.

Grantees who wish to obtain a Federally authorized Indirect Cost Rate are encouraged to contact the "Cognizant Agency" which is the US Department of Health and Human Services.

b. For all personnel costs funded under this Agreement, Grantee must maintain documentation for use of indirect cost funding and provide the same when requested for verification of expenditures in keeping with the approved cost allocation plan, including, but not limited to cancelled checks, employee signed and supervisory approved employee time sheets, invoices and bank records.

c. Expenses charged to an indirect cost rate must be accompanied by and cross-referenced to and reconciled with an independent audited financial statement, which accounts for all (grant funded and non-grant funded) activities by the Grantee during the fiscal year in which the indirect cost rate is based.

6. Organizational Audit

Grantee must submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year.

Note to All Grantees: All Grantees must ensure their financial records are available for review or audit by appropriate officials of the Federal Government and the District Government.

7. Auditor's Management Letter.

Grantee shall submit an auditor's Management Letter to the Grantor at the time it submits the annual audit.

8. Procurement Policy, Accounting Policies and Procedures, and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution, the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of the Grant. These policies and procedures shall be in accordance with the requirements of 2 CFR Part 200. The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

If the Grantee has previously submitted these documents, and the documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a certified statement (the "Re-certification Letter") to the Grant Administrator indicating when the most current document was submitted to the District and certifying that no changes to these policies and procedures have since been made.

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D. Summary of Report Deliverables and Receipt Due Dates:

	Report	Receipt Due Date
1	Monthly Performance Report	No later than the 10th day of each month
2	Quarterly Beneficiary Data	No later than January 10th, April 10th, July 10th and October 10th – a separate report for each use: PS-NPS-NRSA
3	Language Access Report (Optional)	No later than January 10th, April 10th, July 10th and October 10th
4	Fringe Benefits Report	Within 15 days of Grant execution
5	New Hires/New Employees Information (Job Description & Resume) HUD certificate if certified counselor	10 Days prior to the Offer Letter of Employment being sent to the candidate
6	Notice of Vacant Position	Within 10 days following the vacancy
7	Non-expendable Equipment Report	Within 15 days of Grant execution and quarterly thereafter
8	Procurement Policies and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
9	Accounting Manual and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
10	Cost Allocation Plan (based on and tied to the most recent audit)	Within 30 days of Grant execution
12	Independent Financial Audit	Within 90 Days of the Close of the Grantee's Fiscal Year

	Report	Receipt Due Date
13	Single Audit Report (if applicable)	Within 30 Days of submission to the Federal Audit Clearinghouse
14	Auditor's Management Letter	Submitted with the submission of the Audit
15	Requests to revise Budgets and/or Workplans	Prior to the 1st day of June
16	Grantee's Close-Out Report (Section XV.) Inventory Report & Annual Report	Within 90 Days of the end of the Term of the Grant.
17	HUD 9902	Within 30 Days of Submission to HUD
18	HUD Monitoring Report	Within 30 Days of Receipt from HUD monitor or the HUD intermediary monitor.

Section X. Accounting/Audit Requirements

A. Accounting System

1. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in Exhibit B.

2. Accounting records should be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.

3. Any funds provided to the Grantee or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest-bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

Grantee shall submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year, contingent on the following:

1. Grantees receiving an aggregate of $1,000,000 or more from all funders in Federal funds must in accordance with Federal regulations obtain an independent audit (Single Audit Act of 1984 , Single Audit Amendments Act of 1996, and 2 CFR Part 200). A standard audit may be supplied pending the completion and submission of the Single Audit.

2. Grantees:
   (a) Required to be audited by any State or political subdivision(s) thereof (whether by statute or regulation) or
   (b) Who conduct an audit to submit to any government or private funder, or foundation or corporate funder or
   (c) Whose governing body or senior management obtains an audit,

   shall be required to submit that audit to the Grantor upon receipt of the same.

If the Grantee is not audited in accordance with (1) and (2) above, the following shall apply:

3. A Grantee whose corporate entity receives or expends less than $999,999 as reported to the Internal Revenue Service in the 990 Tax Return without amendments, deletions or summarized details must file with the Grantor a financial report prepared by an independent Certified Public Accountant and certified by the same that contains:
   - income statement or Statement of Activities,
   - balance sheet or Statement of Financial Position,
   - statement of Functional Expenses by program or cost centers such statement to break out separately the Grantor's funding by Grantor's program(s) separately from all programs or cost centers used.
   - statement of cash flows, and
   - independent review and certification of the financial statements including a review of the management's financial internal controls.

   In addition, the nonprofit organization must file a biennial audit that covers both years within a biennial period. See 2 CFR Part 200, Subpart F.

4. The Grantee shall fully clear any deficiencies noted in the audit reports within sixty (60) days after receipt by the Grantee.

5. . Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default of this Grant and may result in the withholding of future payments and/or debarment from participation in future Grants.

Section XI. Grant Administration

The Grant Administrator is:

William Winston
Associate Director for Community Services
DC Department of Housing and Community Development
1909 Martin Luther King Avenue SE, Room 304
Washington, D.C. 20020.

The telephone number is (771) 208-9628. All concerns regarding the technical implementation and interpretation of this Grant are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line-item changes and terms) where there is no dollar increase.

Section XII. Repayment of Grant Funds/Grant Performance Monitoring Default and Remedies

A. HUD Monitoring

The Grantee is subject to monitoring by HUD and agrees to provide all required information, data, records, files including client files, case notes, correspondence and emails, reports, beneficiary data, performance data, financial records, supporting documentation, to satisfy HUD monitoring. Notwithstanding the date of a finding by HUD, should HUD make a finding, the Grantee shall be responsible to cure the defect, and should HUD require repayment of Grant funds for any reason to the Federal Government, the Grantee shall be responsible for repayment in the amount specified by HUD. Repayment shall be made to the District of Columbia and by the District to the Federal authority in satisfaction of the HUD requirement. HUD monitoring is not confined to the performance period but extends through the record retention period provided in Section XV.

B. Grant Performance Evaluation

1. DHCD will monitor the performance of the Grantee to ensure that the goals and performance standards stated in the Statement of Work and Work Plan and RFA are being achieved according to schedule and within budget.

2. All records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. Grantee shall make timely submission of all information and/or records requested by DHCD or HUD to assess performance under the Agreement.

C. Suspension or Termination of Grant Assistance

1. In accordance 2 CFR 200.340 and 200.341 and 200.343, suspension or termination of CDBG Grant assistance may occur according to the Default provision in subsection D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner.

2. If Grantee fails to correct the substandard performance within thirty (30) days after receiving written notice from DHCD, suspension or termination of this Agreement will be initiated.

3. In accordance with 2 CFR 200.340(a), suspension or termination of Grant assistance may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

Subject to any applicable notice requirement and right to cure, the occurrence of any of the following shall constitute an event of default:

1. Failure to comply with any of the CDBG Program rules, regulations or provisions referred to in this Agreement, or such other Federal or District statutes, regulations, executive orders, District of Columbia mayoral orders, HUD rulings, policies or directives applicable to this Grant:

2. Failure to comply with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement.
3. Substandard performance by the Grantee or any of its agents under this Agreement, as determined in the sole and reasonable discretion of DHCD; or
4. Improper use of funds provided under this Agreement.

A determination of default shall be made in the sole and reasonable discretion of DHCD.

E. Remedies for Default

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of a written notice to the Grantee, Grantor may take one or more of the following actions, as determined in its sole discretion:

1. Terminate and suspend further disbursement of any remaining Grant assistance.
2. Disallow all or part of the cost of the activity or action that is not in compliance with this Agreement.
3. Wholly or partially suspend or terminate the current Grant award; or
4. Take other legal remedies that may be available.

F. Termination for Convenience

The Grant may be suspended or terminated on the basis of convenience as provided in 2 CFR 200.340(a).

G. Reversion to DHCD of Grant Assistance

1. Upon default by the Grantee under the terms of subsection D above, which has not been cured, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request the following:

i. Any Grant funds in its possession (whether or not committed),
ii. Any accounts receivable attributable to the use of Grant funds; and
iii. The portion of any income directly generated by (or the prorated proportion of) Grant funds for the activities described in this Agreement.

2. Upon final completion of the projects and activities for which CDBG funds have been provided by DHCD, expiration of the term of this Agreement, cancellation, or determination of this Agreement, the Grantee shall transfer any unspent, excess or surplus CDBG Grant funds, to include accounts receivable attributable to the use of the CDBG funds.

H. Grantor Non-Waiver

DHCD's delay or failure to act with respect to a breach by the Grantee does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section XIII. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, and 2 CFR Part 200, as deemed applicable by the Grantor. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Fund Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Organizational Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter arising from this Grant Agreement.

D. Cancellation Ceiling

In the event of cancellation of the Grant because of non-appropriation of funds for a specific fiscal year, there shall be a cancellation ceiling of zero dollars.

E. Anti-Deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, Grantor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code§ 47.105. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-Deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section XI. of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements.
2. Performing technical evaluations as required.
3. Interpreting the Statement of Work and other language in the Grant.
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with the District and other laws and regulations applicable to the Grant.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

George H. Lambert, Jr.
President & CEO
Greater Washington Urban League
2901 14th Street, NW
Washington DC 20009
(202) 265-8200
glambert@gwul.org www.gwul.org

H. Misuse of Grant Funds

Any alleged fraud, waste, abuse or mismanagement of Grant funds shall be immediately reported to the Grantor and the District of Columbia Office of the Inspector General ("OIG"). The OIG may be reached at (202) 724-TIPS (8477) and (800) 521-1639 or at oig.dc.gov

I. Nonassignability

Grantee will not sell, assign, pledge or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

Section XIV. Insurance

A. The Grantee shall obtain at least the minimum insurance coverage set forth in this Section XIV. and Exhibit H prior to the Effective Date and keep such insurance in force, as may be applicable, throughout the Grant period of performance.

B. Fidelity Bond: The Grantee must procure Fidelity Bond coverage in an amount equivalent to the total Grant budget. Pursuant to 2 CFR Part 200, Fidelity Bond coverage is required to protect the District's interest in the dollar amount of the Grant. Should Grantee be unable to procure a Fidelity Bond, Grantee shall submit proof that it has obtained general liability insurance that covers internal employee criminal activity or directors' and officers' liability insurance.

Section XV. Records Retention/Access

A. Records Retention

The Grantee shall retain all records demonstrating compliance with CDBG requirements and that are pertinent to this Grant for no less than five (5) years from Close-out of this Grant Agreement, including any extension thereof made in accordance with Section XVI. [Option to Extend] and including but not limited to Close-Out in IDIS of any HUD requirements. See Exhibit 5.1 in this link: https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-5.pdf

B. Extension of Retention Period

Notwithstanding the foregoing retention requirement in paragraph A above, if any litigation, claim, HUD monitoring or audit is initiated before the expiration of the retention period, records shall be retained for a period of not less than four (4) additional years following completion of the actions and resolution of all proceedings (e.g. litigation, claim, HUD monitoring or audit) involving the records.

C. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility, progress and achievement toward program goals and secure such records in a manner subject to applicable privacy laws. Such data may include, but is not limited to, client name, address, income level, case notes, correspondence and a description of service(s) provided. The Grantee shall use software which is HUD compliant to maintain client records. The Grantee shall transmit client records and files in a manner that is compliant with HUD's Personally Identifiable Information (PII) requirements.

D. Access to Records

All Grantee books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Grant funds shall be made available to the Department, HUD, its designee, representatives of the Inspector General of the District of Columbia or the Office of the DC Auditor at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.

E. National Objectives

The Grantee agrees to maintain documentation that demonstrates that the activities carried out with CDBG funds provided under this Grant meet the CDBG national objective of benefiting low- and moderate-income persons, as defined in 24 CFR part 570.208.

F. Copyright

If this Agreement results in any copyrightable material or inventions, DHCD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Section XVI. Federal and District Public Policy Requirements

Grantee shall fully comply with the following Federal and District policy requirements, as deemed applicable by Grantor:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federal-assisted and federal conducted programs and activities .

C. The requirements of Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

D. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.-) and implementing regulations at 24 CFR I part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

E. The requirements of Executive Order 11246, as amended by Executive Orders 11375. 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

F. The Conflict of Interest provisions of Federal and District laws strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of Federal funds to comply with 2 CFR 200.317 to 200.327 and

any sections of Title of 24 the Code of Federal Regulations concerning CDBG funding which are more restrictive than the Uniform Guidance Code for use of CDBG funds. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within (fifteen) 15 business days of execution of the Grant Agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict-of-Interest declarations to be executed by each employee and board member.

G. The Hatch Act. Chapter 15 of Title V. United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

H. The National Environmental Policy Act or other legislation implemented by 24 CFR part 58.

I. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement as Exhibit F.

J. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991H FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.

2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any grant,

or the entering into any extension. continuation. renewal, amendment of modification of any grant.

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and

c. He or she will include the language of the certification in all sub- grant awards at any tier and require that all recipients of sub-grant awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this Grant imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure, as the applicable grant shall so provide.

K. The Americans with Disabilities Act of 1990 (ADA) - Notwithstanding anything contained herein to the contrary, during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

L. The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are applicable pertaining to economic opportunities for low and very low-income persons. 24 CFR part 135.

M. First Source Program - Contractors and subcontractors of a government-assisted Project totaling $300,000 or more must comply with the District's goals for the recruitment, referral and placement of District residents. See D.C. Law 5-93, as amended, D.C. Official Code§ 2-219.01 et seq.

Section XVII. Close-Out Provisions

Activities and tasks during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor, and determining the custodianship of records (which shall remain the responsibility of the Grantee unless a determination is made otherwise). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over District appropriated funds and the record retention period, whichever is longest. Grantee shall submit the following items within the time frames indicated in this Section after completion of Grant activities or expiration or termination of this Agreement.

1. All activities are eligible, were completed and met a national objective.
2. All grant funds were expended in full, or all remaining funds are to be returned to Grantor.
3. All reporting requirements were completed and submitted (except for the final report that is submitted during the closeout process).
4. Any special conditions were met; and
5. All deficiencies or corrective actions affecting the Grant were resolved.

A. Grant Close-Out Report

The Grantee shall submit to the Grantor a Grantee's Close-Out Report ("Report") within ninety (90) days after expiration of the Grant term, termination of the Grant, or final payment for activities under this Agreement, whichever occurs later. This Report, at a minimum, shall include a narrative of the Grantee's completed tasks based on the activities, performance measures and goals set forth in the Statement of Work. The Report shall be completed using a form provided by the Grantor. The Grantee shall provide any information or data Grantor requests for Close-Out. In the Grantor's sole discretion, the reporting provided during the term of this Agreement may be accepted in lieu of the Grantee's Close-Out Report if those reports contain all information required in this section.

B. Documentation of Expenses

Within ninety (90) days after the expiration of the Grant, the Grantee shall provide to Grantor documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses.

C. Equipment Inventory

The Grantee shall submit to Grantor a list of all furniture, fixtures, equipment and vehicles purchased with Grant funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with 2 CFR Part 200.

D. Audit

The Grantee shall submit an audit or financial statement, as applicable, and as provided in Sections IX and X. of this Agreement.

E. Transfer of Records

Grantee shall, within ninety (90) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

F. Grantee's Obligations

The Grantee's obligations to DHCD remain in effect through the period of record retention as stated in Section XV.

Section XVIII. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion, and if legally permitted, extend the term of the Grant no more than two (2) times for one-year terms, or any fraction of one year, or multiple successive fractions thereof.

B. Grantor will endeavor to provide Grantee a preliminary written notice of its intent to extend at least thirty (30) days before the end of the Grant Term. The preliminary notice does not commit the District to an extension or authorize additional Grant funds to Grantee.

C. Any extension of this Grant is contingent upon the appropriation of funds for the applicable time period. However, the availability of funds shall not obligate the District to extend the Grant.

Section XIX. Total Agreement

The Grant Agreement, including specifically incorporated documents (to include the approved Statement of Work, the Work Plan, the approved Budget and the Grant attachments) constitute

the total and entire agreement between the Parties. Grantee understands and agrees to comply with the incorporated references contained in this Agreement and all applicable District and Federal laws and regulations.

Section XX. Applicable Law.

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia, unless otherwise controlled by federal law. In any proceeding relating to this Grant Agreement, each of Grantor and Grantee, hereby irrevocably submits to the jurisdiction of the Courts of the District of Columbia for the purposes of any suit, action or proceeding arising out of or relating to this Grant or transactions contemplated hereby.

Section XXI. Severability.

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XXII. Amendment.

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Grant activities, or the amounts specified in the Budget without the prior written approval of Grantor. The Grantee may request in writing approval of any proposed change to the Statement of Work or Workplan or the amounts specified in the eligible cost categories of the Budget and shall provide adequate supporting information and a revised budget along with its request. All such requests must be signed and dated.

Section XXIII. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or fully, by the Department.

1. The written or printed materials must include the authorized DHCD logo.

2. Written or printed materials include, but are not limited to, newspaper, radio and television announcements or advertisements, websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.
4. Grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to Grantee.
5. Grantee must provide copies of all marketing materials, brochures, flyers and other materials that publicize grant-funded activities to Grantor via email at dhcd.occo@dc.gov

Grantee shall publicize, as appropriate, to its constituency through social media, print, and online postings, DHCD communications and events that are related to Grant supported activities.

Section XXIV. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code§ 2-531 *et seq*. provides for the disclosure of public information. Specifically, the law provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Official Code § 2-1701(13).

This serves as your Notification that information /documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code§ 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXV. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, homeless status, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Sexual harassment is a form of sexual discrimination which is prohibited by the Act and Mayor's Order 2023-131 (Updated District Government Sexual Harassment Policy, Guidance, and Procedures), which is attached hereto as Exhibit I.

The prohibition against workplace sexual harassment extends to third parties doing business with or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies. By executing this Agreement, Grantee affirms that it will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1 I 00 et seq. In addition, harassment based on any of the above protected categories is prohibited by the Act Discrimination in violation of the Act will not be tolerated.

Section XXVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addresses:

NOTICE TO GRANTEE:

Greater Washington Urban League
2901 14th Street, NW
Washington DC 20009
Attn: George Lambert (President & CEO)

NOTICE TO GRANTOR:

D.C. Department of Housing and Community Development
Community Services
1909 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
Attn: Director

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-03
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTOR SIGNATOR PAGE]

DISTRICT OF COLUMBIA, a municipal Corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Colleen Green
Director

Legal Review:

Julia Wiley
Office of the General Counsel
Department of Housing and Community Development

3/19/25
Date

[Signatures continue on the next page]

DHCD Contract No. 2025-03
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

{GRANTEE SIGNATURE PAGE}

GREATER WASHINGTON URBAN LEAGUE, INC.
a District of Columbia non-profit corporation

George H. Lambert , Jr.
President & Chief Executive Officer

03/31/2025
Date

Exhibit A Services to be Provided

- Statement of Work
- Section 3.2 Services (from the FY25 RFA)
- Workplan as approved by the Grantor

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education and training services to support DHCD's housing programs and initiatives, and to promote compliance with District housing regulations. All of the services are intended to empower potential homeowners, actual homeowners, and tenants for the purpose of preserving of affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership; (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached workplan and performance measures. Marketing and outreach for the services provided is a activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of these service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling; (b)the Grantee's additional knowledge of the individual and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and it shall be maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow up and conduct a final assessment of the impact of the services provided. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A4: Inclusionary Zoning Orientation
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program

CATEGORY C: TENANTS AND TENANT GROUPS
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

SECTION 3: PROGRAMMATIC REQUIREMENTS

3.1 Eligibility for Federal Funding

The services in this RFA will be conducted through grant agreements using Federal funds (Community Development Block Grant (CDBG) and, as available, some District Funds. The Department will provide a full informational briefing to the awarded grantee(s) about the grant funding source's ongoing administrative and programmatic requirements. Whether grants awarded under this RFA are funded locally or with federal funds, all grants will be managed to the higher standards and requirements whether Federal or District.

Federal regulations have established national objectives requiring all CDBG-funded activities beneficiaries to be at least 51% low- and moderate-income persons or households. The national objective is achieved through "limited clientele benefit"—that is, by verifying the incomes of each beneficiary of the services provided. The applicant must demonstrate that it has the capacity and the intention to verify the household incomes of beneficiaries to meet the national objective of providing benefits to 51% of low- and moderate-income persons.

Client income certification is also an important element of ongoing program activity for many DHCD housing programs. (See Section 3) Applicants should review in detail the federal income requirements for programs, activities, and grantee (sub-recipient) eligibility under the Community Development Block Grant program regulations at 24 CFR 570. 200-210,

- https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-570/subpart-C?toc=1

and HUD Housing Counseling Program Regulations: 24 CFR Part 214,

ps://www.ecfr.gov/current/title-24/subtitle-B/chapter-II/subchapter-B/part-214?toc=1

3.2 Housing Services: Description of Housing Programs and Services

Please Note: Specifications and programmatic requirements may change from time to time during the award period at the discretion of the Department.

The following describes seventeen services in the Housing Counseling Program. These constitute the services for which the Department is seeking Applicants to provide services to DC residents. Applicants should select at least one service for which they are applying; however, the Applicant may select more than one. The Department is not obligated by the Applicant's selection to make an award. Applicants are responsible to demonstrate their capacity in their application to provide the services for which they have applied. Capacity includes staffing patterns including qualifications and experience, other funding resources, case management systems and programmatic activities. Historical data can also be considered in demonstration of organizational capacity. Applicants should be aware of Legal Citations noted throughout this section as well as the references to the Code of Federal Regulations (CFR).

Category A: HOMEOWNERSHIP

A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program
A6: Income Certification for the Property Acquisition and Disposition Division (PADD) Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY

B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B12: Legal Services for Seniors and/or Coop & Condo Associations
B13: Technical Assistance for Coop and Condo Associations
B14: Technical Assistance for Owners of Small Rental Properties

CATEGORY C: TENANTS AND TENANT GROUPS

C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

Each particular service has specific requirements described in the following pages. Applicants are expected to utilize this guidance in the performance of these services.

CATEGORY A: HOMEOWNERSHIP

Legal Citations Governing Program Area in Category A

Applicants to provide services in Category 1 should review in detail the following legal citations governing the District's homeownership programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for homeownership pursuant to the relevant citations.

- Home Purchase Assistance Program: DC Code 42-2601 and 14 DCMR, Chapter 25
- Employer-Assisted Housing Program: DC Code 42-2501 and 14 DCMR, Chapter 36
- Inclusionary Zoning: Legislation Pending, Bill 17-586, 17-618, 17-619

A1: HUD Housing Counseling
This activity is open to applicant organizations which are HUD approved employing one or more HUD certified counselor(s). Such counseling is often (but not exclusively) in the pursuit of homeownership or credit repair and improvement or to improve their housing condition.

Grantees of this service should be familiar with 24 CFR 5.100 and with 24 CFR 214.

Housing counseling is independent expert advice provided by a HUD certified housing counselor (24 CFR Part 214) customized to the needs of the client. It is aimed at addressing housing barriers and providing support to the client to achieve their housing goals. This counseling service must include: (1) intake (2) financial and housing affordability analysis (3) an action plan[2] and (4) follow-up counseling to implement the action plan and achieve its stated goals *(24 CFR 5.100).*

The action plan should identify the steps needed for the client to achieve his/her housing goals. These actionable steps include, but are not limited to, review of the client's credit report with explanations of its meaning and items that impact (or may improve) the credit score, creation of a budget and methodologies to track one's income and spending, debt reduction planning, and savings planning. Follow-up should track the client's progress toward the goals of the action plan. Other programs and services including group educational opportunities may complement the one-on-one counseling with a certified counselor. Counselors, therefore, may appropriately make referrals to programs and services as well as to group educational activities that support and implement the goals of the action plan.

Counseling organizations are required to maintain case files including items 1-4 above as stated in 24 CFR 5.100. It is critical that files with records and case notes be kept in such a way that if a client's counselor is no longer available, either temporarily or permanently, another certified counselor in the organization can understand based on the file the client's circumstances, action plan, progress and where the client is in achieving his/her housing goals.

Organizations providing this service should have working experience with credit counseling and repair, with consumer credit bureaus and consumer credit laws. Ideally, they should be familiar with creditor tactics, liens, judgments, repossessions, and other obstacles to credit improvement.

It is critical for the counseling organization to make efforts to keep the client engaged in the counseling process and such attempts and outreach should be documented in the case file.

In accordance with HUD requirements, counseling organizations may close files if a client does not respond to outreach efforts over 60 days. The last outreach attempt should document that the file will be closed as of a specific date if nothing further is heard from the client. If the client should return to client after the 60 days, a new file should be opened.

[2] Except for reverse mortgage counseling.

Post-purchase follow-up

a) Grantees must continue their counseling relationship with customers once they become homeowners. This follow-up should continue for a period of time after purchase to ensure the homeowner's housing stability.
b) Grantees may make use of post-purchase programs using either their own programming or making referrals to other Grantees who provide such programming (*e.g.* B1 General Home Management and B2 Foreclosure Counseling).
c) If problems arise, it will be the grantee's responsibility to address them quickly as time is of the essence, and to address them as efficiently as possible. Where the District's investment is involved, counseling should include ways to protect the DC investment.
d) When working with clients who have an HPAP deferment period ending, Grantees must provide dedicated counseling services to those borrowers. In particular, grantees will be asked to make an updated assessment of each borrower's financial status regarding the appropriateness of continued deferment.
e) Potential delinquency, or foreclosure prevention, counseling will be provided to any borrower who is experiencing difficulty.
f) If problems continue with these loan clients, this counseling will become a home preservation activity.

A2 8-Hour Homebuyer Education Class (HBE)

This activity is open to applicant organizations which are HUD approved counseling organizations employing one or more Hud certified counselors.

The Department seeks HUD Approved organizations to provide the 8-Hour Homebuyer Class. This is in support of the Department's many programs for which the 8-Hour Homebuyer Class is a requirement, and also for other DC residents who seek to take this class in preparation for homeownership and for their knowledge.

Organizations should take as a serious obligation to conduct this class with knowledge staff (HUD certified counselors). The class is conducted in a traditional in-person setting or in a virtual online setting.

Those who successfully attend and complete the class should be provided with a DHCD certification (in the format approved by the Department) indicating their completion of the class and dated appropriately. Monthly attendance and award of certificates should be reported to the Department monthly. The class should be presented frequently enough to meet programmatic needs of DHCD programs. Class dates should be provided to the Department for inclusion on the DHCD calendar. Presentations should be given by staff, not outside speakers. Grantees are welcome to collaborate in the conduct of these classes.

A3: Intake for DC Homebuyer Programs (HPAP/EAHP/NEAHP)

The Home Purchase Assistance Program (HPAP) is the primary DHCD program for first-time homebuyers. HPAP provides interest-free loans that include closing cost assistance to eligible applicants. Under this program, homebuyers may have the opportunity to purchase houses,

condominiums, or cooperative units in the District. DHCD has additional homeownership programs which are associated with HPAP, and which are targeted to specific populations or geographic areas or may meet specific home buyer needs.

The satellite programs are:

(1) The Employee Assisted Housing Program (EAHP) provides assistance to District of Columbia Government employees, who are first-time homebuyers in the District; and

(2) The Negotiated Employee Assistance Home Purchase Program (NEAHP) provides down payment and closing cost assistance to certain District of Columbia Government employees whose position is covered by specific union collective bargaining agreements.

Wherever the acronym "HPAP" is used, the same applies to the EAHP and NEAHP programs.

Prior to HPAP Application

Clients interested in HPAP assistance who have a pre-approval from a lender, should be assisted with making an application to the HPAP as expeditiously as possible. Those without a pre-approval letter from a lender are required to engage in HUD Housing Counseling (see A1 above) in order that they have the benefit of credit counseling and homeownership preparation. The action plan should include the actionable steps needed to ensure success as a homeowner and to achieve a pre-approval letter from a lender. Once a pre-approval letter has been obtained, the client with the Grantee's assistance should proceed to making their application to HPAP.

Application Process

For grantee organizations, this relationship management function includes working with first-time homebuyers throughout the homeownership application, preparation, purchase, and post-purchase process. Counseling will be focused on low- and moderate-income populations.

Once HUD credit counseling is completed the HPAP process includes:

(Optional) Applicant organizations may conduct pre-purchase seminars which include information and requirements of the HPAP programs. A DHCD Certification should be provided to attendees and recorded with DHCD.

Application Intake includes document collection of those documents needed. These should be collected in person or by means of a secure portal. Email is not considered a secure means for transmission of information which could be used for identity theft or other criminal activity. Drop-off at a staff office to an employee is acceptable.

Once the application package is complete, the organization submits to the appropriate HPAP administrator.

Homebuyer Education (8-hour class) (A DHCD Certification should be provided to 8-hour Homebuyer Education attendees and recorded with DHCD.)

Post-Purchase follow-up (Records of those follow-ups should be maintained by the organization. See Post-purchase in Service A1)

Organizations will be responsible for: (1) the application process, which includes delivery of completed applications to the HPAP Administrators; (2) completion of the application form itself and collection of all required supporting documentation, and (3) maintaining performance and reporting data, and databases as needed by the Department.

A4: Inclusionary Zoning Orientations

Introduction to IZ/ADU Programs:

The District's Inclusionary Zoning (IZ) Program requires a certain percentage of units in a new residential development, or a substantial rehabilitation that expands an existing building, be set aside as affordable units. The goals of this program are to increase the supply of affordable housing for low- and moderate-income households, to support the creation of mixed-income communities, to prevent rising home prices from driving out low- and moderate-income residents, and to leverage the expertise and capacity of the private market to develop affordable housing.

Affordable Dwelling Units (ADUs) are defined as for-sale and for-rent homes that are locally restricted for occupancy by households whose income falls within a certain range and are generally offered at a below-market rate. ADUs are generally produced in exchange for zoning relief, tax incentives, public financing, and/or the right to purchase or lease District-owned land. Specific ADU provisions, such as the affordability period, income limits, and resale restrictions, are set out in deeds, covenants, land disposition agreements, ADU administration plans and other originating documents.

ADU provisions have historically varied from project to project, as each is a result of a unique negotiation or project approval. However, ADU restrictions are becoming more standardized and more similar to standard IZ requirements.

Organization roles and responsibilities:
Provide mandatory IZ Orientation. The department's PowerPoint presentation must be utilized. Presentation and answers to participants' questions must conform to agency guidelines.

DHCD seeks organizations which will provide programmatic rental and homeownership counseling services in support of both of the above programs. Information about these

programs is available through DC Housing Search https://www.dchousingsearch.org . counselors will be required to utilize DC Housing Search, and train potential customers in how to search for affordable housing through DC Housing Search.

Grantees will be required to become familiar with the program requirements and procedures, as required by DHCD. In the last few fiscal years, the IZ program has produced approximately 400 new affordable units each year.

Orientation:
In particular, organizations are required to conduct IZ Orientations to help residents to be familiar with all programmatic requirements for the IZ program.

Organizations must conduct and coordinate this mandatory orientation session in a traditional and virtual classroom settings. They must provide interested applicants/residents with the relevant terms of the program, including next steps and other information as required by DHCD.
DHCD currently provides standard slides and certificate templates to use for this orientation and will provide training to grantees.

Completion of this orientation class is mandatory before an individual may register for the IZ program and individuals must renew registration every two (2) years to remain on the IZ registration list.

The class must be conducted at least monthly beginning within 30 days after the grantee's application is approved. Coordination of this class will include publishing upcoming class dates, accepting reservations via phone, email, or other method, allowing walk-ins if space is available, providing attendees with a certificate of completion (in a format approved by DHCD) upon completion of the class and providing at least monthly attendee data to DHCD. It will also include ensuring that attendees receive all required training materials, and shall be presented by grantee staff, not outside speakers.

Grantees must train program participants in the terms and specifics of the IZ and ADU Programs (training guidance will be provided by DHCD) and provide additional pre and post homebuyer education training.

Grantees must also provide data to DHCD on a regular basis as determined and requested by DHCD, including but not limited to the names and contact details for individuals who have received a DHCD certificate and the number of attendees at IZ orientations.

A5: Income Certifications for the IZ/ADU Units Programs

The agency seeks two organizations to provide income certifications for participants in the Inclusionary Zoning and Affordable Dwelling Units programs. Income certifications are expected to be conducted under a uniform process prescribed by DHCD and following HUD Part 5. DHCD has established requirements for approving Certifying Entities, including

specific IZ and ADU training.

Grantees are expected to become Certifying Entities pursuant to DHCD requirements. Grantee organizations will be required to ensure that program participants understand that income and occupancy restrictions apply to their IZ units and ADUs. Grantees will also be expected to complete income certifications for newly selected households and for renewing tenants. Grantees will be working closely with individuals, property management/leasing staff, sales agents and DHCD. DHCD will provide the necessary forms and procedures, but Grantees will collect the necessary paperwork from individuals and complete the income and household size verification process. Upon successful certifications, Grantees will notify DHCD and the sales/leasing staff.

Such restrictions may include but would not be limited to: (1) the specific affordability period, (2) conditions for, or prohibitions against, subleasing, and (3) resale restrictions. Ongoing outreach and assistance to occupants of IZ units and ADU is required in the areas of programmatic requirements and homeownership counseling.

A6: Income Certification for PADD Applicants

The Property Acquisition and Disposition Division (PADD) encourages vacant and/or abandoned property owners to rehabilitate and/or occupy their properties. PADD acquires vacant, abandoned, and deteriorated properties through negotiated friendly sale, eminent domain, donation, or tax sale foreclosure, when owners are unwilling or unable to maintain their properties. PADD also disposes of properties in inventory by selling them to individuals or developers to be rehabilitated into high-quality affordable and market-rate single-family and/ or multi-family for-sale or rental housing in District neighborhoods.

For DHCD, the activities of this Division create affordable homeownership and rental opportunities for low- and moderate-income households. Grantees must counsel these households as they qualify for and occupy these new homeownership and rental units. DHCD seeks one or more organizations which will provide counseling or training services for affordable units made available through PADD.

Because PADD units are not produced through a traditional homebuyer program, an intensive marketing and outreach effort to our target population will be required of grantees. Counseling services will also involve conducting income certifications and re-certifications for purposes of admission and continuing participation in this program. Income certifications are expected to be conducted under a uniform process prescribed by the Department. For PADD, grantees must ensure that program participants understand that income, or occupancy, restrictions apply to their unit. Such restrictions may include but would not be limited to: (1) the specific affordability period; (2) conditions for, or prohibitions against, subleasing; (3) potential rent increases; and (4) resale restrictions. The specific unit covenant

terms will be communicated to stakeholders by the Department, but grantees must facilitate communication with stakeholders.

A7: Public Services: General Coaching and Information

Public Services may be undertaken by Applicants which have not yet obtained HUD Approval and may not employ a HUD certified housing counselors. (HUD Approved organizations who are applying for A1 or A2 do not need to apply for this service, since they are able to provide these Public Service activities in connection with their other lines of services.

These activities are frequent but not exclusively in a group setting. These may be virtual or in-person, as long as an in-person option is provided. Grantees may utilize Homebuyer Clubs as an effective tool for keeping clients engaged in homebuyer preparation when a long-term period is needed for better positioning to be a first-time buyer.

They may include group trainings on understanding credit and credit reports and involve savings programs.

Public service staff are required to train clients to utilize available tools, such as DC Housing Search https://www.dchousingsearch.org to locate affordable housing for sale and for rent.

CATEGORY B: COUNSELING AND TRAINING FOR HOME PRESERVATION

B8: General Home Management (Post-Purchase Non-Delinquent)

Post-purchase counseling is essential for Homeowners who have purchased their homes, are not delinquent in their mortgage payments and would like to remain successful by creating a realistic financial plan to avoid financial pitfalls and protect and retain their homeownership. Post-purchase counseling is essential to understand local post-purchase behavior, especially low-moderate income homeowners, that can be supported by education and supportive programs to ensure recent homeowners understand what to do in the event of hardships. Organizations that provide post-purchase counseling sessions and education workshops will ensure their topics consist of the following:

1. Prepare a maintenance plan for major household systems and repair strategies.
2. Emergency preparedness plan to assist client in case of disaster.
3. Understand consequences of not paying taxes, HOA payments or community assessments.
4. Explain the benefits of establishing an emergency fund and retirement or tax-incentivized accounts.
5. Provide knowledge of home improvement financing options like HELOCs and give counsel on how to apply for additional financing to renovate property.

6. Access the client's understanding of the process of refinancing the home and incurring more debt.

This counseling activity may include, but not be limited to, appliance warranty disputes, contractor disputes, disputes with mortgagors, will and estate issues, including transfer-on-death deeds, etc. In this service, grantees must serve as advisor-educators and are prohibited from giving legal advice. Grantee activities should focus on low–and moderate-income populations.

B9: Foreclosure Counseling

Homeowners who are delinquent in loan payments (as well as those in danger of delinquency) need to know what options are available to them. Similarly, those in foreclosure need to know their options and resources that may assist them, especially if available legal services are available.

Organizations are required to provide foreclosure prevention counseling that helps homeowners at risk understand the foreclosure process in Washington, DC, determine their legal rights and identify options to avoid foreclosure.
Organizations will assist struggling homeowners with loss mitigation, communicate with mortgage servicers and provide services such as the following:

1. Provide advice and coaching to assist clients with creating a budget based on financial goals. Assess the current financial situation and develop short and long-term strategies to reduce expenses and debt to achieve client goals.
2. Explain loss mitigation. Explain the requirements of a loss mitigation package and evaluate the client's loss mitigation options for FHA and non-FHA loans.
3. Provide examples of mortgage default scams and ways to avoid being a victim.
4. Explain the consequences and costs associated with a foreclosure, short sale, or deed-in-lieu.
5. Explain the foreclosure timeline and devise a plan if the client is unable to stay in the home and assist the client in mortgage default recovery. Demonstrate the impact of a mortgage default.
6. Work with displaced residents seeking referrals for housing.

Grantees work with homeowners who are delinquent in their mortgage payments, or who are in foreclosure, or in post-foreclosure. These counseling services are also offered to owners of multi-family properties, and ownership associations. This counseling serves as a central element of DHCD's overall foreclosure prevention strategy.

It is critical to address the District's foreclosure crisis. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Grantees also work with the Department of Insurance Securities and Banking (DISB) to protect clients against scam operations that prey upon residents who are subject to foreclosure. Grantee organizations extract data for outreach and targeting efforts from the Office of the Recorder of Deeds, which provides a listing of all official foreclosures in the

District on a weekly basis. DHCD seeks one or more organizations that will provide foreclosure counseling services which include, but may not be limited to, all of the above-described foreclosure prevention activities.

For grantees, this counseling function means working with troubled homeowners, utilizing all foreclosure prevention or mitigation tools available, and if necessary, working with customers throughout their foreclosure or post-foreclosure process. Grantees must provide full assistance and advice to troubled homeowners. Grantees will be responsible for: (1) assessing the homeowner's circumstances, (2) educating the homeowner about the full implications of mortgage delinquency and foreclosure (3) exploring and providing options of action for the homeowner (4) providing tools or alternative support that may further assist the homeowner (5) developing and executing a best action plan for either saving the home or undertaking the best course for the homeowner, and (6) tracking the results of their counseling efforts. In addition, grantees will provide ongoing performance and reporting data and databases maintained.

Post-Foreclosure Counseling: It is critical that grantees continue their counseling relationship with customers, even if the home cannot be saved. Grantees must follow up with troubled homeowners for a period of time after any action plan has been executed. If the home has not been saved, counseling should be made available, and if necessary, referral to other needed services. If the home has been saved, counseling follow-up is also necessary to ensure that the ongoing action plan is being properly implemented. If more problems arise, it will be the grantee's responsibility to address them as quickly and as efficiently as possible.

With the passage of the Saving DC Homes from Foreclosure Emergency Amendment Act of 2010, troubled or delinquent District homeowners have the right to engage in mediation prior to foreclosure. As a result, DHCD requires grantees to provide counseling related to this mediation process.

Grantees must be familiar with the Law, its regulations, and the mediation process which has been implemented by the Mediation Administrator at the DC Department of Insurance, Securities, and Banking. Grantees must educate troubled homeowners in the decision factors related to mediation election, and, if necessary, prepare them for mediation. In some cases, counselors may be asked to accompany, or represent, troubled homeowners in the mediation process. Grantees must ensure that all customers who elect mediation complete and submit proper documentation in a timely manner. Grantees must ensure that the best interests of troubled borrowers are protected throughout the mediation process. Finally, DHCD expects grantees to follow-up after the mediation process is complete to ensure that any final mediation agreement is properly implemented.

B10: Eviction Counseling

Applicants who have HUD certified counselors or NeighborWorks America foreclosure certified counselors may offer this service. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Training should also include knowledge of laws and legal procedures governing eviction.

Eviction has long created housing instability for renters, and especially among low- and moderate-income households. For those at the lower end of the economic scale, eviction has caused not only housing instability but also employment insecurity and homelessness. Studies have shown that lack of access to legal representation has resulted in markedly different and detrimental outcomes as compared to renters who have legal representation. After legal representation, the next most effective range of services includes alternative dispute resolution (or mediation), knowledge and guidance in court navigation, and effective management of legal and tenant-landlord documents. In addition to housing instability, eviction also has credit impact for the tenant.

It is critical to provide those in danger of eviction with counseling to make informed decisions. This includes access whenever possible access to legal services. Also, appropriate training includes information about tenants' rights and obligations, the credit impact of eviction, use of payment plan agreements, understanding of court processes and procedures, and access to alternatives to court procedures. When tenancy is lost, counseling for housing alternatives is needed and a path forward to credit repair.

B11: Single-Family Residential Rehabilitation Program

The Single-Family Residential Rehabilitation Program (SFRRP) administers grants to District homeowners for roof repairs and for modifications to eliminate barriers to accessibility for persons with mobility or other physical impairments. Projects approved for SFRRP require a covenant on the property to protect the District's funding of the project.
DHCD seeks one or more organizations which will provide application intake services to SFRRP applicants throughout the grant process.

> **Mandatory Counselor Intake Training:** Grantees for this line of service are required to attend training with the SFRRP team in September to be introduced to updated aspects of the SFRRP for FY25. It is critical that the grantee have a solid understanding of the updated program and the requirements for applications. Therefore, the September training is mandatory for SFRRP intake counselors.
>
> **Application Period:** Applications for SFRRP will only be taken between October 1, 2024, and December 31, 2024. To be considered applications during this period must be complete. Lack of required documentation or information will not "hold a place" in the program if not provided before the December 31, 2024. The Department at its sole discretion reserves the right to close the program prior to the deadline if funding is depleted or no longer available.

Information Session for Applicants: The Department will provide Grantees with a PowerPoint presentation outlining the program and its requirements. Intake counselors are required to use this presentation with all potential applicants either in a group sessions (such as an Orientation) or in a one-on-one session with the potential applicant.

Grantee's and Counselor's Responsibilities: (1) use the Department PowerPoint presentation to present the program to potential applicants, answering questions from residents interested in the program; (2) complete the application document and collection of **all required** supporting documentation *(incomplete applications will not be accepted)*; (3) post-application and post-grant support; and (4) providing performance and reporting data as required.

45 Day Period: It is critical that no application be uploaded in the SFRRP portal unless it is complete with all required documents and intake form completed. If an incomplete application is uploaded in the portal, the SFRRP staff will notify the counselor and the applicant that the application cannot be accepted. The notification state that what is complete and state the **applicant has 45 days** to provide the requested information including documents. After 45 days if the application remains incomplete, the application will be closed as incomplete for funding.

Application Portal: Counselors will need to provide their name and contact information (e.g. email) when uploading in case SFRRP program staff need to follow up.

Legal Citations Governing Program Area for Category B:

Applicants to provide any service in Category B should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

- Lead Safe Washington 24 CFR, Part 35, 24 CFR, Part 85.37, Section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992
- Single Family Rehabilitation 14 DCMR, Chapter 28 First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
- Saving DC Homes from Foreclosure Emergency Amendment Act of 2010 (DC Act 18-635; 57 DCR 12404)

B12: Legal Services for Homeowners and/or Coop & Condo Associations

The Department seeks organizations to provide legal services to provide one or both of the services noted below. Grantees will conduct outreach to low- and moderate-income populations in need of these services.

- Legal Services to Seniors
  Seniors who are homeowners can be assisted by the Applicant to have legal services to assist Seniors to avoid housing instability or the loss of ownership of their home. In addition to their own attorney staff, Applicants may seek *pro bono* services from other members of the Bar.

- Legal Services to Coop-Condo Associations
  Legal services may be provided to Cooperatives and/or Condominiums ("Associations") to ensure housing stability. If Associations have problems in areas of legal entity status, required legal or financial filings, compliance issues, risk management concerns, board and member training, best legal practices, and collection of association fees (to name of few), such issues may threaten the member's housing stability, and the owners' (or members') investment in their properties. Selected applicants will provide legal services to Associations in low- and moderate-income census blocks to mitigate these concerns, to preserve housing stability of owners and to ensure well-functioning Associations and Boards.

B13: Technical Assistance for Coop and Condo Associations

The Department seeks one or more organizations to provide technical assistance to Associations. The situation many Associations may face is a need for training in best practices of Association management. Training in best practices and frequently encountered problem situations may be offered by the grantee not only to the Association Board but also to the owners in the Association. Association boards and their member owners frequently face issues of association fees not being paid, lack of income to fund reserves, special projects that would require a special assessment, and decisions of taking court action or being the defendant in a court action. These are just a few of the legal issues which may arise for the Association, in addition to the more routine matters of by-laws and required legal documents for the operation of the Association.

B14: Technical Assistance for Landlords of Small Rental Properties

Landlords of small rental properties face enormous challenges. They frequently lack the staff and the resources of large multi-family properties to deal with the many details of operations and asset management. Small unit properties cannot readily absorb mistakes or challenges.

In a ten-unit property, one vacancy is a 10% vacancy rate, while one unit in a 100-unit property is 1% vacancy rate. Yet, small unit properties are often the affordable renter properties. To preserve this housing stock as an affordable option, DHCD seeks grantees to provide Technical Support to Owners of Small Unit Properties (of 30 units or less).

Services can be provided through group training as well as through one-on-one counseling. Like many small business owners, owners can often benefit from a better understanding of accounting practices and financial statements (balance sheet, income statement, cash flow report). Knowledge of financing options is another common to many business owners. Topics such as these are particularly suitable to the needs of owners.

1. **Property Management Software:** Landlords often need help selecting and implementing property management software to track rent payments, maintenance requests, tenant information, and other critical operational data.

2. **Legal Compliance:** Guidance on navigating complex local, state, and federal housing laws and regulations related to fair housing, security deposits, evictions, and other landlord-tenant issues.

3. **Financial Management:** Guidance with accounting, tax preparation, and financial planning specific to rental property ownership and operations.

4. **Maintenance and Repairs:** Access to vetted contractors, tradespeople, and service providers to handle property maintenance, repairs, and upgrades in a timely and cost-effective manner.

5. **Tenant Screening and Selection:** Guidance and best practices with tenant screening processes, background checks, and selecting responsible renters to minimize vacancies and evictions.

6. **Marketing and Leasing:** Help with listing vacant units, advertising, showing properties, and executing leases to keep units occupied.

7. **Emergency Response:** Guidance on developing emergency plans and protocols to address unexpected events like natural disasters, property damage, or tenant issues.

8. **Asset Management Issues:** The ratios and metrics of asset management for multi-family properties provide a helpful guide to best practices. For example: Many landlords are unaware of the effect that certain metrics have in their properties. Slow "Make-Ready" times, refers to the length of time it takes to prepare an apartment to be shown to prospective tenants. Similarly, "turn time" refers to the times it takes to find a renter and receive the first month's rent. Slow turn times are also a drain on resources. When there are slow "make ready" and slow "turn times" the combined effect can be detrimental for the property's future. High turn-over rates among renters is another draw on the income. Other issues and topics include: What to do when you have a tenant who is not paying rent? What are the alternatives to eviction? How do the Court work? Are there pre-eviction resources? What legal services are available to the owner?

CATEGORY C: TENANTS AND TENANT GROUPS: SERVICES RELATIVE TO Tenants Opportunity to Purchase Act, Rental Conversion and Sale Division, and Rental Accommodations Division

The DC Tenants Opportunity to Purchase Act (TOPA) seeks to protect tenants and tenant groups from displacement due to sale of the property. The law allows tenants to purchase their apartment building. Tenants have the choice of maintaining the apartments for rent or converting to cooperatives or condominiums. DHCD seeks to preserve affordable housing in the District and limit displacement of low- and moderate-income households. For groups that choose coop or condo conversion, this provides a path to homeownership.

DHCD provides both financial assistance and technical assistance, as well as specialized organizational and development services, for tenant groups who are pursuing the purchase of their apartment buildings. Through DHCD's Development Finance Division, organized tenant associations may be provided with seed money, earnest money deposits, and acquisition and/or rehabilitation assistance. After acquisition and rehabilitation, DHCD also provides ongoing Board training and property management support to the newly formed cooperative or condominium Boards.

C15: TOPA: Pre-purchase Training

DHCD seeks one or more organizations which will provide pre-acquisition organizational and developmental counseling and training to tenant groups or tenant associations in support of their intent to purchase their building. These tenant groups must be preliminarily qualified as eligible for DHCD's Tenant Purchase Technical Assistance program. Grantees must provide the following services to tenant groups:

a) establishment of a tenant association.
b) selection and appropriate training of Board members.
c) training of captains (court, building and floor).
d) training in roles and functions of committee members; (5) training tenant groups in detail about the building purchase process.
e) training tenant associations in property management techniques.
f) provide training to the tenant association on each type of ownership; and conducting surveys of tenant associations to determine the appropriate form of ownership for their building (cooperative or condominium).

It is critical that Grantees in this service maintain an outreach to educate and inform low- and moderate-income tenants about their rights and opportunities provided by TOPA. Grantees are encouraged to make this a central aspects of their marketing plan, and to create

opportunities as well as avail themselves of opportunities to participate in educational outlets to reach tenants. Collaboration with other Grantees in this or similar service lines is encouraged. Grantees should participate in DHCD when and as those opportunities for outreach are available.

While training the tenant association, the grantee must be able to prepare and submit appropriate documentation required in the purchase process, including but not limited to tenant profiles and feasibility analyses, response to Notice of Sale of Building, preliminary development, acquisition, and rehabilitation plans, and operational plans.

The grantees must have skill and experience in negotiating the lease or purchase of the building. In addition, grantees must assist tenant groups in procurement related to the development, purchase, and rehabilitation process, including but not limited to attorneys, architects, engineers, financial and developmental consultants, private developers, appraisers, and property managers.

C16: TOPA: Post-Purchase Training

DHCD seeks one or more organizations which will provide ongoing post-acquisition counseling services which include property management and Board training for properties which have been purchased and/or rehabilitated with financial assistance from the DHCD Development Finance Division's First Right Purchase program. Generally, these are multi-family properties that have been purchased through limited equity cooperative agreements or condominium purchases. Therefore, non-profit Board training and development skill and/or experience, as well as multi-family property management skills are critical to providing effective counseling services. Services to be provided under this activity may include, but are not limited to:

a) establishing standards of evaluation for each participant's financial status and leadership capacity.
b) conducting annual management reviews of all Boards, oversee election and
c) training of new Board members.
d) assisting in the establishment of appropriate arrangements with required service providers such as exterminators, garbage collectors, landscapers, etc.
e) assisting in capital management planning and a stabilization plan for rehabilitation and/or refinancing.
f) tracking property vacancies and reviewing new applications for membership.
g) establishing and reviewing membership guidelines.
h) technical assistance in accounting, budgeting, and the preparation of financial statements for long-term financial viability.
i) providing Board of Directors with training as appropriate; and

j) other required management and support duties. Grantees will assist the condominium or cooperative in developing a budget for the overall management and carrying costs of the property.

Grantees will assist the Board and membership in all aspects of management, such as completion of the audit, Fair Housing issues, required individual, property, and Board insurance, taxes, the role of Board officers, evaluation of monthly financial performance, training on lender compliance, i.e. loan payments, income requirements. DHCD will likely negotiate assignment of specific properties to grantees for this service.

Legal Citations Governing Program Area in Category C:

Applicants to provide any service in Category C should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
Tenant Purchase Technical Assistance Program DC Code 42-3404.02
Rental Housing Conversion and Sale Act of 1980, as amended (DC Code 42-3401.01 et. seq.)
(Also known as the Tenant Opportunity to Purchase Act or "TOPA")

C17: Services for Tenants and Tenant Organizations
(in partnership with Housing Regulation Administration, Rental Accommodation Division, Rental Conversion and Sale Division).

Activities under this service will supplement and enhance the services provided by DHCD's Housing Regulation Administration (HRA), which includes the Rental Accommodations Division (RAD) and the Rental Conversion and Sale Division (CASD).

RAD administers the Rental Housing Act of 1985 (D.C. Official Code § 42-3501.01 et seq.) which regulates residential rental housing registration and the rent stabilization program (commonly known as rent control). RAD oversees rent adjustment procedures, processes notices to vacate, reviews tenant petitions prior to adjudication by the Office of Administrative Hearings and adjudicates most types of landlord petitions. RAD also proposes rules and regulations for administration of the Rental Housing Act for review and publication by the Rental Housing Commission.

CASD administers the Rental Housing Conversion and Sale Act of 1980 (D.C. Official Code § 42- 3401.01 et seq.) which regulates the sale or transfer of ownership interests under the

Tenant Opportunity to Purchase Act of 1980 (TOPA) (D.C. Official Code § 42-3401.01 et seq.), the conversion of use of rental housing to condominium or cooperative ownership and residential condominium formation and registration under the Condominium Act of 1976 (D.C. Official Code § 42-1901.01 et seq.). Further, CASD administers a Housing Assistance Payment program (HAP), under which tenants may be eligible for rent assistance if they are displaced due to the conversion of use of their apartment building to condominium or cooperative ownership.

CASD also proposes rules and regulations for administration of the Rental Housing Conversion and Sale Act of 1980.

DHCD seeks one or more organizations which will support RAD and CASD operations by providing counseling and tenant education services to tenants and tenant groups. Grantees must provide counseling and training assistance to tenants and tenant organizations regarding the District's rental housing laws and tenant and landlord rights and responsibilities.

For CASD, grantee organizations must provide counseling and training concerning: (1) tenants' TOPA rights when a landlord intends to sell, demolish, or discontinue rental housing use; (2) transfers of rental housing ownership or economic interests; (3) assisting tenants or tenant organizations in exercising their right to purchase; (4) informing tenants or tenant organizations relating to partner-investors and assigning TOPA rights; (5) conversion of use from rental housing to condominium or cooperative ownership by tenant elections, or conversion in lieu of tenant elections; (6) the Housing Assistance Payment program and relocation assistance; (7) tenant organization formation, incorporation, and registration; (8) protections for elderly or disabled tenants; (9) coercive or retaliatory activities; (10) tenant rights when rental housing is in foreclosure; (11) notices of intent to convert use from rental housing to condominium or cooperative ownership; and (12) relocation counseling for displaced tenants.

For RAD, service providers must demonstrate the ability to counsel and train tenants and tenant organizations on rent control provisions including properties that are regulated by or exempted/excluded from rent stabilization under the Rental Housing Act:

1) petition- based and annual rent increases.
2) executing and filing tenant petitions.
3) responding to landlord petitions.
4) protections for elderly and disabled tenants.
5) RAD's conciliation services.
6) notices to vacate and eviction procedures.
7) disclosures to tenants.
8) changes and decreases in services and facilities.

9) learning about and securing enforcement of housing condition regulations.
10) security deposits.
11) understanding lease provisions.
12) rent increases if a property is not under rent control.
13) appealing decisions of the Rent Administrator or the Office of Administrative Hearings; and
14) relocation counseling for displaced tenants. Note: Advocacy on behalf of tenant groups, or tenant rights assignees– including, but not limited to, legal advice or advocacy on tenants or tenant organizations' behalf in negotiations with a property owner–is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators, and not as advocacy groups. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns, or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a grantee is to ensure that tenants understand all available options.

Direct Counseling to Tenants and Tenant Groups: tenant counseling services will be designed to educate tenants in privately-owned properties about their legal rights and opportunities. This service is to be provided to tenants and tenant groups which are not subject to foreclosure and have not selected to exercise their Opportunity to Purchase Rights and/or Right of First Refusal under TOPA. It also includes providing other services and tenant education, which may not fall into the categories of services outlined above, such as eviction counseling, relocation counseling, apartment search, or apartment management.

DHCD seeks one or more organizations with the capacity to bring a range of resources to prevent involuntary displacement and to provide opportunities for continued affordable rental housing. Grantees must provide counseling services to tenants and tenant groups which include, but are not limited to: (1) outreach to tenant groups upon notice of one-year potential for subsidy expiration; (2) technical assistance in negotiations between owners and HUD relative to the renewal of federal subsidy contracts; (3) counseling for tenants in buildings where the subsidy will be lost and the tenant(s) must move; (4) counseling for tenants who are behind in their rent on best-action options; and (5) appropriately referring tenants who are in landlord/tenant disputes to all available resources. Grantees must also conduct research using the many databases and research tools available to identify properties that have a critical need for counseling assistance, including but not limited to DCHousingsearch.org. Note: Advocacy on behalf of tenant groups or tenants' rights assignee –including, but not limited to, legal advice or advocacy on tenants or tenant organizations behalf in negotiations

with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators and not as tenant advocates. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a prospective grantee is to ensure that tenants understand all available options.

Additional Legal Citations Governing Programs in Category C.

Applicants to provide any service in this Category and should review in detail the legal citations governing DHCD's rental accommodation functions:
(1) the Rental Housing Act of 1985, D.C. Official Code § 42-3501 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapters 38-44.
(2) the Rental Housing Conversion and Sale Act of 1980, D.C. Official Code § 42-3401 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapter 47.
(3) the Condominium Act of 1976, D.C.

Official Code § 42-1901 et seq.; (4) D.C. Official Code § 42-1901 et seq.; (5) the First Right to Purchase Program, title 14 of the District of Columbia Municipal Regulation, chapter 2700; and (6) Housing Conditions, Title 14 of the District of Columbia Municipal Regulations, Chapters 1 15. Submission of an application relevant to these services presumes that the applicant intends to meet all requirements to provide counseling to tenants and tenant groups pursuant to these above referenced citations.

3.3 Geographic Distribution of Services

The Department's decision to select one or more grantees to provide services will be influenced by the potential geographical distribution of service among the qualified applications received. Applicants can designate their proposed service areas in the District based on their by-laws, Board policies, etc. However, the Department reserves the right to designate any service areas it deems appropriate or necessary in making awards and negotiating grant terms. In reviewing the applicant pool, the Department's priority will be to ensure that excellent affordable housing counseling and training services are provided to all low- and moderate-income citizens of the District of Columbia. The Department will seek to bring parity in the quality of all housing services provided for all areas of the District through the award and ongoing management of these grants.

3.4 Marketing and Outreach

Marketing Plan to be submitted: Marketing and outreach are critical aspects of the grant's work. Grantees' efforts ensure these programs and services' success and desired impact. No Grantee or service is exempt from this requirement. Applicants must submit a detailed marketing and outreach plan for the services they are applying for. The plan should be detailed and not assume an understanding that has not been stated. Marketing should be included in the proposed budget and work plan.

DHCD will review and approve the marketing plan. In accordance with agency policy, marketing activities should highlight partnerships with and funding by DHCD.

Aspects of Marketing and Outreach to be considered:

- Continuous and consistent marketing and outreach are essential to achieving these services' objectives and maximizing public awareness of DHCD housing programs.
- Because of DHCD's diverse target population, grantees must utilize various marketing tools.
- Grantees are responsible for distributing DHCD program materials at community forums, public events, homeownership meetings, and fairs. Marketing and outreach may include but are not limited to, websites, email blasts, blogs, listservs, Twitter, Facebook, YouTube, Hope Hotline, flyers, door-to-door visits, community meetings, use of cable television (Channel 16), and public service announcements.

Coordinated with the Department: The grantee's marketing and outreach must be coordinated with DHCD. Grantees are expected to continually assess the success and impact of their marketing efforts to identify the most effective and efficient ways of reaching low- and moderate-income populations.

Participation in Department Marketing Activities: As required by DHCD, Grantees must participate in public activities and events related to housing opportunities. These may include but are not limited to tabling at events, participating in panel discussions, and providing speakers to groups, agencies, or organizations that request them.

DHCD Acknowledgement: Grantees must always acknowledge such housing assistance activities as Department of Housing and Community Development programs in any distributed print or electronic materials. DHCD must approve all such materials before distribution.

Use of DHCD Logo: All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or entirely, by the Department.

1. The written or printed materials must include the authorized DHCD logo.
2. Written or printed materials include, but are not limited to, newspaper, radio, and television announcements or advertisements. Websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.

4. The grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to the Grantee.
5. The grantee must provide copies of all marketing materials, brochures, flyers, and other materials that publicize grant-funded activities to the Grantor via email at dhcd.occo@dc.gov
6. The grantee shall publicize as appropriate to its constituency through social media, print, and online postings, DHCD communications, and events related to Grant-supported activities.

Diversity and Language Access in Marketing: Grantees must demonstrate the capability to effectively serve and communicate with the District's various non-English speaking and special needs populations. This means that marketing and outreach materials must be made available in multiple languages and media based on the needs of those populations. The grantee must demonstrate its intent and capability to comply with the District's Language Access Law. In addition, grantees must demonstrate the availability of appropriate staffing to ensure compliance with the District's Language Access Law.

3.5 Focus Areas and Neighborhood Revitalization Strategy Areas (NRSA)

DHCD has identified specific areas of the District as "Focus Areas." These Areas represent areas where the District has invested in funding to create and preserve affordable housing. Focus Areas follow main routes through the District and their associated neighborhoods. In many cases, business owners are centered on these major routes, while resident services will be seen as more appropriate for those in the communities. Applicants must ensure services are delivered to low- and moderate-income households or areas as part of their program (Housing Services, Small Business Technical Assistance, Façade Improvement). This is a CDBG requirement.

- For Housing Counseling applicants, these Focus Areas should be used to plan outreach activities to inform residents of their services.
- For SBTA and Façade grantees, the Focus Areas define the geographical areas of the District in which they will provide services. In this latter case, the Focus Areas define not only their outreach area but also their service area.

NRSAs Targeting East of the River

The Department obtained the HUD designation for the Neighborhood Revitalization Strategy Area (NRSA) for the Focus Areas in Wards 7 and 8. DHCD has designated areas of Historic Anacostia in the city's Southeast and Far Northeast communities as Neighborhood Revitalization Strategy Areas (NRSAs). This designation will allow the city to target Community Development Block Grant (CDBG) funding that supports economic and community revitalization efforts. These include Martin Luther King Jr Avenue, Marion Barry Avenue, Minnesota Avenue, and Benning Road. However, all areas of Ward 7 and Ward 8 remain the focus of the grantee's work and outreach.

For communities outside of the NRSA areas, DHCD has designated Focus Areas throughout the District. Applicants are encouraged to partner with other community-based organizations. This collaboration can include cross-disciplinary collaboration. For example, a Façade grantee may partner with an SBTA grantee to provide business owners various services encompassing both disciplines. Housing service grantees may partner to promote or provide services one grantee offers, but another may not. The key to collaboration is an outlook of being partners, not competitors.

The following is a list of the Focus Areas and some of their associated neighborhoods. The outreach plans can include other nearby neighborhoods, mindful of the low-income requirements. Each applicant is asked to select one or more Focus Areas for their application. Please note that this is a minimum, and applicants may choose more than three. Applicants will be asked to provide reporting on outreach activities.

The following is a list of the Focus Areas outreach plans, mindful of the low and income requirements.

Focus Areas/Neighborhoods

- **16th St NW Corridor** near the intersection with Havard St NW (Columbia Heights) in Ward 1
- **Georgia Ave and New Hampshire Ave NW Corridor** (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- **Rhode Island Ave and South Dakota Ave NE Corridor** (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 4 and Ward 5
- **M Street and South Capitol Streets SW Corridor** (Greenleaf and Waterfront) in Ward 6
- **Benning Road and Florida Ave NE Corridor** (NoMa/Ivy City/Trinidad) in Ward 5 and Ward 6
- **Minnesota Ave and Benning Rd NE Corridor** (Benning, Greenway) in Ward 7
- **Pennsylvania Ave and Minnesota Aves SE Corridor** (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- **East Capitol and Benning Rd Corridor** (Capitol View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- **Marion Barry Ave and Martin Luther King Aves SE Corridor** (Historic Anacostia, Fairlawn, Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- **Marion Barry Ave and Alabama Aves Corridor** (Skyland, Woodland, Garfield Heights) in Ward 8
- **Martin Luther King Ave and Alabama Ave Corridor** (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- **South Capital St and Chesapeake St SE Corridor** (Bellevue, Washington Highlands) in Ward 8

FY26 Housing Counseling Goals as Workplan

Organization Name:	Greater Washington Urban League
Grant Number	2025-03

Performance Period: 3/1/2025 to 02/28/2026

HUD Section #	Activity Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non-Public Service	CDBG Other/ FY 25 Allocation	Total
A1	HUD Housing Counseling		Number of Core Pre-purchase Purchase Loans	Public Service or HUD	$64,864.20	$0.00	$30,365.36	$95,229.56
A1			Number of Core Pre-purchase Counseling/Training Units to be Delivered					
A1		50	Number of 1:1 Counseling Sessions Budget & Credit					
A1			Number of unduplicated households					
A1		50	Number of 1:1 Homebuyer Counseling Sessions					
A1			Number of unduplicated households					
A2	8-Hour Homebuyer Class		Number of 8-hour Homebuyer Education Classes	Public Service or HUD	$0.00	$0.00	$0.00	$0.00
A2			Number of attendees at 8-hour Homebuyer Classes					
A2			Number of EHCH Certificates issued					
A3	HPAP (DHCD/DCHFA/DHP)		Number of HPAP Pre-Purchase Counseling conducted	Non-Public Service or HUD	$0.00	$0.00	$0.00	$0.00
A3	(DCFLCHLP)		Number of Attendees at HPAP Orientations					
A3			Number of Files submitted to HPAP Administrators					
A3			Number of 1:1 HPAP Counseling Sessions					
A3			Number of unduplicated households					
A4	Wildfire Counselors	25	Number of 8 Counseling Completed	Public Service or HUD	$30,317.00	$0.00	$30,317.10	$60,633.00
A4		2025	Number of Attendees at 4 Orientations					
A4		2025	Number of EHCH Certificates issued					
A5	Wildfire Housing Certification		Number of Wildfire Housing Certificates completed	Public Service or HUD	$0.00	$0.00	$0.00	$0.00
A6	PHDC		Number of PHDC Group Counseling/Coaching	Public Service or HUD	$0.00	$0.00	$0.00	$0.00
A6			Number of Attendees in PHDC group training					
A6			Number of 1:1 PHDC credits of credit gained					
A6			Number of unduplicated households receiving 1:1 PHDC credits					
A6			Number of PHDC Income Certification					
A7	General Housing Seminars & Information Group Format		Number of Financial Literacy Trainings (including but not limited to credit & budgeting)	Public Service or HUD	$0.00	$0.00	$0.00	$0.00
A7			Number of Attendees at Financial Literacy Trainings					
A7			Number of Homebuyer Clubs Meetings					
A7			Total of Attendees at Homebuyer Club Meetings					
A7			Number of group trainings or workshops not related to other categories					
A7			Number of Attendees at group trainings or workshops not reported in other categories					
A10	Fairfax Counseling		Number of Fairfax applications	Public Service or HUD	$0.00	$0.00	$0.00	$0.00
A10			Number of Attendees at Fairfax workshops					
A10			1:1 Fairfax Counseling					
A10			Unduplicated households 1:1 Fairfax Counseling					
A10			Number referred to Attorney(s) for Legal Services					
A10			Number of 1:1 Attorney Consultations (Law Firm Subrecipients Only)					
A10			Number of Unduplicated Clients participating in 1:1 Legal Consultations (Law Firm Subrecipients Only)					
A10			Number Foreclosure Prevented					
A11	HPOR	3	Number of HPOR Orientations conducted (regional)	Public Service or HUD	$30,134.00	$0.00	$11,130.00	$41,264.00
A11		20	Number of 1:1 Intake Sessions					
A11			Number of unduplicated households					
A11		10	Number of customer applications submitted to HPOR Portal					
D12	Legal Issues re: Seniors, Caregivers Consumers		Senior households receiving legal services	Public Service or HUD				20.00
D17	Rent Path Delinquency Only		Client Consultations receiving legal services					
D17			Clients Consultations receiving legal services					
D17			Number of Pro Bono Legal Services Received and Referred					
D17			Number of Referrals for Low Bono Financing					
D17			Number of Consultations or meetings for Low Bono Financing					
D17			Number of new partnerships created					
D12			Legal Surveys of Residents to get input with Pro Bono Provided					
D12			Number of outreach presentations conducted					
D12			Number of outreach services completed					
D17			Number of Senior Households that received Legal Counsel in Consultation					
D17			Number of Senior households that received Legal Representation					
D12			# of clients helped with Rx Activity M					
D17			# of clients helped with the planning part					
D17			# pro bono attorneys engaged in housing-related matters					
D12			# referrals receiving legal assistance/clinics					
B13	Technical Assistance for Co-Ops and Condo Associations		Number of Co-Op Associations receiving Technical Assistance	Public Service or HUD				30.00
B13	Coops		Number of Action Plans written for Co-Op Associations					
B13	Coops		Number of Assessments Delivered to Co-Op Associations					
B13	Coops		Number of Asset Management Implementation Services Provided for Co-Op					
B13	Coops		Number of Asset Management Early Alert Reports Provided to Co-Op					
B13	Coops		Number of Consultation Services Provided to Co-Op Associations and Clients					
B13	Coops		Number of Legal Assistant Services provided to Distressed Co-Op Associations					
B13	Coops		Number of Consultation Services Provided to Co-Op Associations and Clients					
B13	Coops		Number of Organizational Sustainability Training/Support Services Provided to Co-Ops					
B13	Coops		Number of Ownership Structure Reviews provided to Mission Instructor model including shared equity					
B13	Coops		Number of Reviewed Plans completed and presented to Co-Ops					
B13	Coops		Number of Trainings on Board Operations Governance & Management to Co-ops					
B13	Coops		Number of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management					
B13	Coops		Number of written Asset Management & Sustainability Plans for Co-Ops					
B13	Coops		Number of Condo Assessment Reserves/ Institute Inventory					
B13	Condos		Number of Action Plans written for Condo Associations					
B13	Condos		Number of Individual Consultations for Condo Associations					
B13	Condos		Number of Asset Management Implementation Services Provided for Condo					
B13	Condos		Number of Annual Survey of Clients (Attorneys) to Gauge Success and Opportunity Improvements completed by Condo					
B13	Condos		Number of Asset Management Tracking Support Services Provided to Condo					
B13	Condos		Number of Legal Assistant Services provided to Distressed Condo Associations					
B13	Condos		Number of Consultation Services Provided to Condo Associations and Clients					
B13	Condos		Number of Organizational Sustainability Training Support Services Provided to Condo Associations					
B13	Condos		Number of Reserve Plans developed and provided for Condo Associations					
B13	Condos		Number of Trainings on Board Operations Governance & Management to condo associations					
B13	Condos		Number of written Asset Management & Sustainability Plans for Condo Associations					
B13	Coops and Condos		Number of Annual Survey of Clients (Attorneys) to Gauge Success and Opportunity Improvements					
B13	Coops and Condos		Number of Consultations (Condo and Co-Ops) referred to greater nonprofit Law Firm					
B13	Coops and Condos		Number of Trainings on Governance including Succession and Succession Management					
B14	Technical Assistance for Small Apartments (between 25 units and less)		Number of Reserve Assessments	Public Service or HUD				30.00
B14			Number of Owners/Managers receiving Services					
B14			Number of Action Plans Implemented					
B14			Number of Owners/Managers receiving Asset Management Guidance					
B8	General Home Ownership Pre-Purchase Non-Delinquent		Number of Homeownership Preservation Workshops	Public Service or HUD				30.00
B8			Number of Attendees at Homeownership Preservation Workshops					
B8			Number of Post-Purchase Workshops (not including Homeownership Preservation)					
B8			Number of Attendees at Post Purchase Workshops (not including Homeownership Preservation)					
B8			Number of 1:1 Post-Purchase Counseling Sessions					
B8			Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions					
B9	Homebuyer Upgrading		Number of Homebuyer Workshops	Public Service or HUD	$22,700.00	$0.00	$10,700.70	$34,134.00
B9			Number of Attendees at Homebuyer Workshops					
B9		10	Number of 1:1 Homebuyer Counseling Sessions					
B9			Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions					
B9			Number of 1:1 Attorney Consultations (Law Firm Subrecipients Only)					
B9			Number of Unduplicated Clients participating in 1:1 Legal Consultations (Law Firm Subrecipients Only)					
B9			Number referred to Attorney(s) for Legal Services					
B9			Number of Foreclosures Prevented					
C15	TOPA Pre-Purchase Counseling & Training		Number of TOPA Meetings with Tenant Associations					

C75			Number of Attendees at FDPA Meetings	Public Service or MOA				20.00
C76			Number of FDPA Training Workshops to Provide					
C77			Number of Attendees at FDPA Training Work shops					
C78	NDPA Food Purchase Consulting & Training		Number of FDPA Food Purchase Training Workshops	Public Service or MOA				10.00
C79			Number of Attendees at FDPA Food Purchase Workshops					
C80			Number of contacts and interactions					
C81			Number of one on one training sessions					
C82			Number of group training/meeting					
C83	Family Counseling Services Social Responsibility Center		Number of unduplicated households	Public Service or MOA	$12,520.00	20.00	$7,000.00	100,200.00
C84		20	Number of one on one training sessions					
C85		6	Number of group training/meeting					
C86		25	Number of attendees at group training/meeting					
Marketing	MARKETING AND QUOTATION	3	Mapping Fees	Public Service or MOA	$1,000.00	10.00	1000.00	$3,000.00
Marketing		6	Other Talking Points					
Marketing			Flyers Distributed					
Marketing			Social Media Posts (Facebook, LinkedIn, Instagram)					
Marketing			Mailings					
Marketing			Paid Advertising (Google ads, IG post)					
Marketing			Other					
Marketing			Other					
	TOTALS	6317			$177,520.00	30.00	$88,000.00	$254,000.00
					$ 177,520.00		$ 88,000.00	
					$/ %		$ 88,000.00	
					$ 177,520.00		$ 88,000.00	

Exhibit B Budget

- Schedules A (3-1) and A (3-2) for the First Performance Period

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 12/09/2024

ORGANIZATION NAME:	Greater Washington Urban League, Inc
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 to 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Number of Hours	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
Personnel Subtotals						$138,637.75
					Fringe Benefits (Max 20%)	$27,727.55
					Total NBAP Grant Personnel Costs	$166,365.30

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

Rev. 12/09/2024

ORGANIZATION NAME:	Greater Washington Urban League, Inc
PERIOD OF PERFORMANCE:	2/1/2025-9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	
WARD (if applicable):	
TYPE OF ACTIVITY:	

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$166,365.30	$0.00	$166,365.30
Credit Report	$1,200.00	$0.00	$1,200.00
Space	$19,000.00	$0.00	$19,000.00
Audit Fees	$2,500.00	$0.00	$2,500.00
Telephone	$3,600.00	$0.00	$3,600.00
Consumables Supplies	$500.00	$0.00	$500.00
Marketing & Outreach	$2,500.00	$0.00	$2,500.00
Training	$3,500.00	$0.00	$3,500.00
IT Services & Support	$3,163.74	$0.00	$3,163.74
Membership Dues	$0.00	$0.00	$0.00
Printing & Publication	$1,584.00	$0.00	$1,584.00
			$0.00
Total Direct Cost	$203,913.04	$0.00	$203,913.04
Total Indirect Costs (De Minimis Cost Rate 15%)	$30,586.96		$0.00
Total Costs	$234,500.00	$0.00	$203,913.04

Exhibit C Required Reporting

- Monthly Performance Report
- Monthly Report of Group Trainings
- Monthly Report on Outreach and Marketing Activities
- Monthly Reporting of Special Activities
- Monthly Reporting of changes in personnel relative to grant work and payroll
- Quarterly Beneficiary Data
- Quarterly Language Access Report
- Quarterly Data Report

DC Department of Housing and Community Development

Deadline 00/00/0000

FY25 RFA: Housing Services

ZoomGrants Help [hide this]

Creating a New Application to Submit
The 'Saving' screen is still flashing...now what?
Missed Deadline FAQs
Invite Collaborators to Work on Application

Applicant View

Application Status: Not Submitted

Ask a Report Question

(answers are saved automatically when you move to another field)

Instructions Show/Hide

As in the past, Performance Reporting is divided into three sections:

- **Workplan Metrics** (numbers only),
- **Accomplishment Narrative** (Text Boxes), and
- **Various uploads** (spreadsheets usually).

This data is extremely important. Reports can affect performance goals and funding. Your reports are used to report to the City Administrator, the Mayor (including DMPED) and to the District Council and its Committee on Housing. Where uploads are required, **use excel files or Word files.** This will allow your information to be uploaded into the database and reported to District leaders.

For **Workplan Metrics**, use only numbers or leave it blank. **Letters such as N/A are to be avoided.** This will make your report impossible to be uploaded in the DHCD database and will require your corrections. Only numbers zero (0) and above can be used. If a metric is left blank, it will be treated as a zero.

In the **Accomplishment Narrative**, text boxes are provided to provide statements of activities or the information requested. In the first Report, please answer Question 22 (Points of Contact) with all points of contact for the areas mentioned. Thereafter in subsequent months, if there are no changes, it is okay to say, "No Changes". The same is true for Question 21 (staffing). Please answer Question 23 (Success Stories), Question 24 (Good News), Question 25 (Other DC agencies and initiatives). Question 26 is important. Remember the RFA asked applicants to align outreach to the Focus Areas mentioned on pages 33 and 34 of the RFA. Mentioning specific Focus Areas in the narrative for Q26 is helpful.

The **Document Upload** section is where excel spreadsheets (usually, sometimes Word Documents) are uploaded. **PDFs cannot be uploaded into database.** [The District of Columbia is fortunate to have many DC Based Programs such as HPAP, IZ/ADU, PADD, SFRRP, TOPA, HRA/RAD related activities, as well as direct services to tenants and tenant groups, and services to Condo/Coop Associations. DHCD staff need monthly reporting in order to better do their work and respond to the needs of DC citizens. These reports are shared directly with the appropriate program manager.]

There three areas of your activities will be reported on a monthly basis to help us meet our HUD and DC Government requirements and the needs of DC residents.

Reporting for Fiscal Year 2026 will begin with Report # 1. The end of Government's fiscal year (9/30/2025) will conclude with Report # 10 and the close-out of FY25 Purchase Orders. The complete schedule is below for the monthly report.

Other Reporting: Beneficiary Data and Language Access

Other reports are also required. These include **Beneficiary Report** and **Language Access Report.** These two reports are required on a quarterly basis. These reports will not be answered within ZoomGrants. The Office of Program Monitoring will provide the spreadsheets to use for these quarterly reports. Please see your Grant Agreement for additional information about the monthly and quarterly reports. Please note, the Beneficiary Report corresponds to the sources and uses of your Grant Agreement. A separate Beneficiary Report is needed for each type of funding awarded: Public Service (PS), Non-Public Service (NPS) and NRSA Wards 7 & 8 PS and NPS.

These quarterly reports will be due:

Oct/Nov/Dec 2/24/2025

Jan/Feb/March 4/10/2025

April/May/June 7/10/2025

July/August/Sept 10/10/2025

Please note we cannot extend these deadlines since they are HUD's deadlines and not in our control. Please submit your report on schedule.

Please remember HUD views reporting and reimbursement requests as inseparable and therefore to be coordinated at the same time. Please avoid not filing on the deadline.

Monthly Reporting on Performance and Accomplishments

Report Number Period Covers Due Date

Report Number	Period Covers	Due Date	Notes
Report 1	FY25 Q1 (Oct/Nov/Dec)	03/03/2025	
Report 2	January	03/03/2025	
Report 3	February	03/10/2025	
Report 4	March	04/10/2025	
Report 5	April	05/10/2025	
Report 6	May	06/10/2025	
Report 7	June	07/10/2025	
Report 8	July	08/10/2025	
Report 9	August	09/10/2025	
Report 10	September	10/10/2025	

In ZoomGrants reporting, there are data questions. Please enter only a whole number. If a particular question doesn't apply to your statement of work and workplan, please enter zero. The narrative questions also require a response. If there is nothing to report in the narrative, please enter a statement such as "No changes" or "Not applicable".

Report 1: 3/3/2025

This report is OVERDUE. Submit Report 1

Agency

This is a branching question. The system will remove questions that do not apply to you based on your answer to Question #1.

Please disregard the number sequencing.

1. Identify Your Agency Name

This is a branching question. Only the questions that apply to your agency will appear.

- ○ CARECEN-Central American Resource Center
- ○ Centro de Apoyo Familiar

- ○ Greater Washington Urban League, Inc.
- ○ Housing Counseling Services
- ○ Latino Economic Development Corporation of Washington DC
- ○ Legal Counsel for the Elderly
- ○ Lydia's House in Southeast, Inc.
- ○ Manna, Inc.
- ○ Marshall Heights Community Development Organization, Inc.
- ○ Mi Casa
- ○ Neighborhood Legal Services Program of the District of Columbia
- ○ University Legal Services

Workplan Accomplishment Metrics

2. A1: HUD Housing Counseling

Ignore the auto-total number.

Number of First Time Homebuyers Purchasing Homes

Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)

Number of 1:1 Counseling Sessions (Budget & Credit)

Number of unduplicated households

Number of 1:1 Homebuyer Counseling Sessions

Number of unduplicated households

3. A2: 8-Hour Homebuyer Class

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of 8-hour Homebuyer Educations Classes

Number of Attendees of 8-hour Homebuyer Classes

Number of DHCD Certificates Issued

4. A3: HPAP (EAHP/NEAHP)

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of HPAP Pre Purchase Orientations conducted

Number of Attendees at HPAP Orientations

Number of Files submitted to HPAP Administrators

Number of 1:1 HPAP Counseling Sessions

Number of unduplicated households

5. A4: IZ/ADU Orientations

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of IZ Orientations Conducted

Number of Attendees at IZ Orientations

Number of DHCD Certificates issued

6. A5: IZ/ADU Income Certifications

Ignore the auto-total number.

Number of IZ/ADU Income Cetifications completed

7. A6: PADD

Ignore the auto-total number.

Number of PADD group training/coaching

Number of Attendees at PADD group training

Number of 1:1 PADD sessions (if applicable)

Number of unduplicated households receiving 1:1 PADD sessions

Number of PADD Income Certifications

8. A7: General Housing Services & Information (Group Training)

Ignore the auto-total number.

Number of Financial Literacy Trainings (including but not limited to credit & budgeting)

Number of Attendees at Financial Literacy Trainings

Number of Homebuyer Clubs Meetings

Total of Attendees at Homebuer Club Meetings

Number of group trainings or workshops not reported in other categories

Number of Attendes at group trainings or workshops not reported in other categories

9. B8: General Home Management (Post Purchase Non-Delinquent)
Ignore the auto-total number.

Number of Homeownership Preservation Workshops

Number of Attendees at Homeownership Preservation Workshops

Number of Post-Purchase Workshops (not including Homeownership Preservation)

Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)

Number of 1:1 Post-Purchase Counseling Sessions

Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions

10. B9: Foreclosure Counseling
Ignore the auto-total number.

Number of Foreclosure Workshops

Number of Attendees at Foreclsoure Workshops

Number of 1:1 Foreclosure Counseling Sessions

Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number of Foreclsoures Prevented

11. B10: Eviction Counseling

Ignore the auto-total number.

Number of Eviction workshops

Number of Attendees at Eviction workshops

1:1 Eviction Counseling

Unduplciated households 1:1 Eviction Counseling

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number Evictions Prevented

12. B11: SFRR

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of SFRRP Orientations conducted (required)

Number of 1:1 Intake sessions

Number of unduplicated households

Number of complete applications submitted in SFRRP Portal

13. B12: Legal Services for Seniors, Coops and Condos

Ignore the auto-total number.

Senior households receiving legal services

Coop Associations receiving legal services

Condo Associations receiving legal services

Number of Training for Law Firms

Number of Attendees at law firm training

Number of outreach activities

Number of new partnerships initiated

Number of clients helped with Schedule H

Number of clients helped with life planning docs

Number pro bono attorneys engaged in housing-related matters

Number veterans receiving legal counsel/advice

14. B13: Technical Assistance for Coop
Ignore the auto-total number.

Number of Co-Op Associations receiving Technical Assistance

Number of Action Plans written for Co-Op Associations

Number of Successful Outcomes for Co-Op Associations

Number of Asset Management Improvement Services Provided for Co-Op

Number of Asset Management Tactical Support Services Provided to Co-Op

Number of Consultative Services Provided to Co-Op Associations and Clients

Number of Legal Assistant Services provided to Distressed Co-Op Associations

Number of Organization Sustainability Tactical Support Services Provided to Co-Ops

Number of Ownership Educations Sessions provided to different ownership models including shared equity

Number of Relocation Plans completed and accepted for Co-Ops

Numbers of Trainings on Board Operations Governance & Management to Co-ops

Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management

Number of written Asset Management & Sustainability Plans for Co-Ops

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Co-Op Associations

Number of Associations (Coops) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Co-Op Associations

15. B13: Technical Assistance for Condo Associations

Ignore the auto-total number.

Number of Condo Associations receiving Technical Assistance

Number of Action Plans written for Condo Associations

Number of Successful Outcomes for Condo Associations

Number of Asset Management Improvement Services Provided for Condo

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo

Number of Asset Management Tactical Support Services Provided to Condo

Number of Legal Assistant Services provided to Distressed Condo Associations

Number of Consultative Services Provided to Condo Associations and Clients

Number of Organization Sustainability Tactical Support Services Provided to Condo Associations

Number of Relocation Plans completed and accepted for Condo Associations

Numbers of Trainings on Board Operations Governance & Management to condo associations

Number of written Asset Management & Sustainability Plans for Condo Associations

Number of Associations (Condos) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Condo Associations

16. B14: Technical Assistance for Small Apartment Owners (25 units and less)
Ignore the auto-total number.

Number of Inquiries Received

Number of Owners/Managers receiving Services

Number of Action Plans Written

Number of Action Plans Implemented/Completed

Number of Owners/Managers needing Asset Management Guidance

17. C16: TOPA Pre-Purchase Counseling & Training
Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Meetings with Tenant Association

Number of Attendees at TOPA Meetings

Number of TOPA Training Workshops to Tenants

Number of Attendees at TOPA Training Workshops

18. C16: TOPA Post-Purchase Counseling & Training
Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Post Purchase Training Workshops

Number of Attendees at TOPA Post Purchase Workshops

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

19. C17: Tenant Counseling for HRA - Rental Accommodation Division

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

Number of Attendees at group training/coaching

20. Marketing & Outreach

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Housing Fairs

Other Tabling Events

Flyers Distributed

Social Media Posts (Facebook, LinkedIn, Instagram)

Mailings

Paid Advertising (display ads in print)

Other

Accomplishment Narrative

21. Staffing information: Any changes (terminations or new hires) in staff members who are on the grant? Or in the Executive Leadership or Management Team? Number of HUD Certified Counselors (expressed as FTEs) on staff at the

end of this reporting period?

Maximum characters: 1000. You have 1000 characters left.

22. Who are the current Points of Contact and email for the following: 1) Executive Leader (NOTE: Executive leader is copied on all communication): 2) Grant/Fund Development: 3) Grant/Accounting: 4) Program Managers/Directors/Supervisors:

Maximum characters: 1000. You have 1000 characters left.

23. Please provide us with client success story/stories for this quarter by program. You may provide a link to an article that has been written for other purposes (newsletter, website, or newspaper article).
Redact (use a pseudonym) for any client name or other personal identifying information if you have not received a release.

Maximum characters: 3000. You have 3000 characters left.

24. Any good news to share? Any events and activities coming up? (e.g. obtained other grant funds to leverage DHCD grant, Open Houses, Presentations, Community Events, etc.)
Upload a calendar of upcoming program events (in-person or webinars).

Maximum characters: 3000. You have 3000 characters left.

25. Describe your organization's involvement in other projects or initiatives with other District agencies.

Maximum characters: 3000. You have 3000 characters left.

26. Describe your marketing and outreach during this period. What groups or areas did you market to, numbers, and in what way did you contact them (mail, event, email, personal, media, etc.)?

Maximum characters: 3000. You have 3000 characters left.

27. Describe any specific obstacles (if any) to your organization's program or service delivery during this period?

Maximum characters: 3000. You have 3000 characters left.

Documents Requested *	Required?	Uploaded Documents *	
ALL: Procurement Report, as applicable Download template: Procurement Report			Upload
ALL: Language Access for Outreach and Group Sessions Download template: Language Access for Outreach and Group Sessions	Required		Upload
ALL: Calendar of Next Quarter (3 months) of Orientations, Trainings, Workshops & 8-Hour Classes	Required		Upload
A-2 HBE 8-Hour Class Attendance Certificates Download template: A-2 HBE 8-Hour Class Attendance Certificates			Upload
A-3 Homebuyer Assistance Program Intake Download template: A-3 Homebuyer Assistance Program Intake			Upload
A-4 IZ Orientation Attendance Certificates Download template: A-4 IZ Orientation Attendance Certificates			Upload
B-11 SFRRP Intake Download template: B-11 SFRRP Intake			Upload
C-15 and C-16 TOPA Reporting Download template: C-15 and C-16 TOPA Reporting			Upload
C-17 Training for Tenants and Tenant Organizations Download template: C-17 Training for Tenants and Tenant Organizations			Upload

* *ZoomGrants™ is not responsible for the content of uploaded documents.*

CDBG PUBLIC SERVICE - HOUSING COUNSELING (HC) PROGRAM

HEAD OF HOUSEHOLD DEMOGRAPHICS

IDIS Number	
Community Based Organization (CBO)	
National Objective/Matrix Code	
Project Analyst	
Proposed HOUSEHOLDS TO Serve	
Total HOUSEHOLDS Served	
Difference Used for CAPER Analysis	

Tip #1	Avoid Duplicative Reporting
Tip #2	Complete each cell, even if Not (Not Applicable)
Tip #3	Do not complete Grayed-Out Cells
Tip #4	Report on HEAD of HOUSEHOLD
Tip # 5	Submit Quarterly
Tip #6	Public Service - HC Unit cannot show proof a home was purchased.
Tip # 7	CPH - Kelly Ann Hunter, CHCD Grant Management Officer, kelly-ann.hunter@dc.gov

HEAD OF HOUSEHOLD CHARACTERISTICS

Race/Ethnicity/Household Composition	Q 1 Number of Households Served	Number of Hispanic Hsld	Number of Hispanic Hsld Wards 7 and 8 (Not Included in Column Q)	SUBTOTAL Wards Outside Wards 7/8	SUBTOTAL Wards 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female Hsld	Elderly 62 + Hsld	Homeless Hsld	Formerly Homeless Hsld	Veteran Hsld	Disabled Hsld	Household Size	ALL WARD TOTALS: Total Head of Households	Total All Wards	Total Tenants and Owners
White	0			0	0																					0	0	0
Black/African American	0	0		0	0																					0	0	0
Asian	0	0		0	0																					0	0	0
Native Hawaiian/Other Pacific Islander				0	0																					0	0	0
American Indian/Alaskan Native & White				0	0																					0	0	0
Asian & White				0	0																					0	0	0
Black/African American & White				0	0																					0	0	0
Other Multi Racial				0	0																					0	0	0
Did not Report				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Income Data (In accordance with HUD Part V)	Q 1 Number of Households Served	Number of Hispanic Hsld	Number of Hispanic Hsld Wards 7 and 8 (Not Included in Column Q)	SUBTOTAL Wards Outside Wards 7/8	SUBTOTAL Wards 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female Hsld	Elderly 62 + Hsld	Homeless Hsld	Formerly Homeless Hsld	Veteran Hsld	Disabled Hsld	Household Size	ALL WARD TOTALS: Total Head of Households	Total All Wards	Total Tenants and Owners
Extremely Low 0-30%				0	0																					0	0	0
Low 31%-50%	0			0	0																					0	0	0
Moderate 51%-80%	0			0	0																					0	0	0
Non-Low/Moderate 81% - 100%				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Additional Data (Does not apply to Single Family Rehabilitation Rehabilitation Program)	Q 1 Number of Households Served	Number of Hispanic Hsld	Number of Hispanic Hsld Wards 7 and 8 (Not Included in Column Q)	SUBTOTAL Wards Outside Wards 7/8	SUBTOTAL Wards 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female Hsld	Elderly 62 + Hsld	Homeless Hsld	Formerly Homeless Hsld	Veteran Hsld	Disabled Hsld	Household Size	ALL WARD TOTALS: Total Head of Households	Total All Wards	Total Tenants and Owners
Was there an Continuing Access to Service or Benefit																												
Was improved Access to Service or Benefit																												
Received a Service or Benefit that is No Longer Subsidized																												
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Language Access

The recent Executive Order of the President makes English the Official Language of the United States.

Grantees may translate forms, document, trainings into other languages as they deem appropriate for the benefit of clients.

Grantees may also make provision for clients to have access who are English Proficient/Non-English Proficient (LEP/NEP).

The Language Access line remains available to Grantees. OPM can provide the phone number.

Grantees are encouraged to report on a quarterly basis concerning language accommodation for clients.

Tracking includes:

- Language
- Use of interpreter, bi-lingual staff person or language access telephonic line
- Used on the group basis or individual and the number of each

Exhibit D Method to determine Client Eligibility for Services

Method to determine Client Eligibility for Services:
By Household

DHCD will provide the spreadsheet to use for this Quarterly Report

If a grantee has two or three sources/uses of grant funds, a separate report is needed for each.

Sources/Uses includes

1. Public Services (PS),
2. Non-Public Services (NPS) and
3. NRSA Wards 7 & 8 PS & NPS.

For each the Household report includes:

Section 1

Grantees will provide the following information concerning race/ethnicity which shall be recorded by

- Ward,
- Head of Household,
- Tenant/Owner

White
Black/African American
Asian
Native American/Alaskan Native
Native Hawaiian/Other Pacific Islander
Native American/Alaskan Native & White
American Indian/Alaskan Native & White
Asian & White
Black/African American & White
Native American/Alaskan Native & Black/African American
Other Multi Racial
Did Not Report
TOTAL

Section 2

Also, each household shall be counted by income category using the CDBG income categories and dollar amounts. (See chart in this exhibit.)

Section 3

Lastly, each household shall be counted by CDNG service category.

With New or Continuing Access to Service or Benefit
With Improved Access to Service or Benefit
Received a Service or Benefit that is No Longer Substandard

The Number of Households in each of the above calculations be the same. That is, if 100 households are reported in Section 1, there must be 100 in reported also in Sections 2 and 3.

This procedures is repeated for:

- Non-Public Service Activities
- NRSA Wards 7 & 8 Public Service and Non-Public Service

INCOME LIMITS WITH UNCAPPED LIMITS

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

U.S. Department of Housing and Urban Development (HUD) FY 2023

Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	84,400	96,450	108,500	120,550	130,200	139,850	149,500	159,150

	Median Income	Family Four Low Income Limit
DC	$152,100	$95,300

This grant will consider eligibility based on Household Beneficiary Data

DHCD Contract No. 2025-03
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit E Budget Modification Form

BUDGET MODIFICATIONS

To request a Budget Modification, please reach out to your Point of Contact with Community Services to request the excel file.

The excel file should be returned to Community with the details (below) about your request. You may also send a PDF of the excel file in addition to the excel file itself. The excel is needed to upload to the database.

There should be a cover letter from the Executive Director requesting the modification as outlined in excel file attached. Only the Executive Director as a signatory to the Grant Agreement can request a Budget Modification.

The Excel file will guide you through the process.

The Excel template asks you for each line item in the A 3-2 (Personnel) to indicate the current budget and the requested budget modification for:

- Hourly rate
- Number of Hours to be charged to the Grant (total for the year)

Similarly for the A 3-1 the template asks the current Budget Amount for each line item and the requested modification amount for each line item in the A 3-1.

Each line item in the A 3-1 and A 3-2 must be included in the Modification.

The deadline to request a Budget Modification is June 1st of each year.

The Community Services team is available to provide technical assistance.

Cost Category	Current Budget	Increase (Decrease)	Requested Modification Amount
Personnel (Salary & Fringe)	$0.00	$0.00	$0.00
Credit Report	$0.00	$0.00	$0.00
Space	$0.00	$0.00	$0.00
Insurance	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Training	$0.00	$0.00	$0.00
IT Services & Support	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$0.00	$0.00	$0.00
Total Indirect Costs (De Minimis Cost Rate 15%)	$0.00		$0.00
Total Costs	$0.00	$0.00	$0.00

Exhibit F Drug Free Workplace Certification

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Certifications Regarding
Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code. and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - lll, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. Debarment, Suspension, And Other Responsibility Matters (Direct Recipient)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

1. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F. for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020. Notice shall include the identification number(s) of each effected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and incising termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (1), (c), (d), (e), and (f).

B. The applicant may insert in the space provided below the sites) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Drug-Free Workplace (Grantees who are Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, subpart F, for grantees as defined at 28 CFR Part 67; Sections 67 615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020.

As the duly authorized representative of the applications,
I hereby certify that the applicant will comply with the above certifications.

Greater Washington Urban League, Inc
2091 14th Street, NW, Washington, DC 20009

1. Grantee Name and Address

Grant# 2025-03
CDBG/NBAP Housing Counseling Services

2. Application Number and/or Project Name

53-0208981

3. Grantee IRS/Vendor Number

George H Lambert Jr., CEO

4. Typed Name and Title of Authorized Representative

5. Signature

10/18/2024

6. Date

Exhibit G Service Area Eligibility

This grantee provides services to residents of all DC Wards and will focus on the neighborhoods in these corridors where DHCD has invested resources for housing development.

- 16th St NW Corridor near the intersection with Havard St NW (Columbia Heights) in Ward 1
- Georgia Ave and New Hampshire Ave NW Corridor (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- Rhode Island Ave and South Dakota Ave NE Corridor (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 5
- M and South Capitol Streets SW Corridor (Greenleaf/Waterfront) in Ward 6
- Benning Road and Florida Ave NE Corridor (NoMa/Ivy City/Trinidad) Ward 6
- Minnesota Ave and Benning Rd NE Corridor (Benning, Greenway) in Ward 7
- Pennsylvania Ave and Minnesota Aves SE Corridor (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- East Capitol and Benning Rd Corridor (Capital View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- Marion Barry Ave and Martin Luther King Aves SE Corridor (Historic Anacostia, Fairlawn Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- Marion Berry Ave and Alabama Aves Corridor (Skyland, Woodland, Garfield Heights) in Ward 8
- Martin Luther King Ave and Alabama Ave Corridor (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- South Capital St and Chesapeake Aves SE Corridor (Bellevue, Washington Highlands) in Ward 8

Exhibit H Insurance Requirements

DHCD-BILL WINSTON-GRANT FOR VARIOUS COMMUNITY-BASED ORGANIZATIONS HOUSING COUNSELING AND SERVICES AF07082024

INSURANCE

A. GENERAL REQUIREMENTS. The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this grant, the types of insurance specified below. The Grantee shall submit a Certificate of Insurance to the Grant Administrator (GA) giving evidence of the required coverage prior to commencing performance under this grant. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the GA.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Grantee and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this grant, with the understanding that any affirmative obligation imposed upon the insured Grantee or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its subcontractors, and not the additional insured. The additional insured status under the Grantee's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the GA in writing. All of the Grantee's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Grantee or its subcontractors, or anyone for whom the Grantee or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the GA with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the GA in writing), covering liability for all ongoing and completed operations of the Grantee and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an

Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or it's equivalent) to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the GA in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee in connection with work under this agreement, with a minimum combined single limit of $1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Grantee shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Defense costs shall be in addition to and not erode the limits of liability
e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or it's equivalent)

3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

   Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   The Workers Compensation and Employers Liability shall be further endorsed to:
   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the GA of commercial umbrella or excess liability insurance with minimum limits of $5,000,000 per occurrence and $5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS
Any and all subcontractors engaged by Grantee for work under this agreement shall be required to have the same insured required of Grantee. Should the Grantee wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Grantee shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Grantee. In either instance, the Grantee must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

E. DURATION. The Grantee shall carry all required insurance until all grant work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this grant and two years for non-construction related grants.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the Grantee's liability under this grant.

G. CONTRACTOR'S PROPERTY. Grantee and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.

H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the grant price.

I. NOTIFICATION. The Grantee shall ensure that all policies provide that the GA shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Grantee no long complying with the above requirements. The Grantee shall provide the GA with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the GA with an updated Certificate of Insurance should its insurance coverages renew during the grant. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Grantee at least 30 days' notice of the change. Grantee must comply, at your expense, and deliver to the GA evidence of compliance before the change becomes effective.

J. CERTIFICATES OF INSURANCE. The Grantee must send to GA, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Grantee must also provide us with evidence of renewal before the expiration date of each insurance policy. Grantee is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . Certificates of insurance must reference the corresponding grant number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:
William Winston, Grant Administrator (DHCD)
1909 Martin Luther King Jr Av SE, Washington DC 20020
771-208-9628
Bill.winston@dc.gov

The GA may request and the Grantee shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Grantee expires prior to completion of the grant, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the GA prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the GA on an annual basis as the coverage is renewed (or replaced).

K. DISCLOSURE OF INFORMATION. The Grantee agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Grantee, its agents, employees, servants or subcontractors in the performance of this grant.

L. CARRIER RATINGS. All Grantee's and its subcontractors' insurance required in connection with this grant shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.

M. WARRANTIES. When applicable, the Grantee should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). GA should collect, review for accuracy, and maintain all warranties for goods and services.

Exhibit I **Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures**

DHCD

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director		3/17/25
2. Chris Earley, Deputy Director		~~3/13/25~~ 3/13/25
3. Julia Wiley, General Counsel		3/13/25
4. Bill Winston, Associate Director of Community Services		3/13/25
5. Ernest Merchant, Program Analyst		
6.		

SUBJECT:

Director's Comments:

Action

APPROVAL	CIRCULATE	CORRECTION	FILE	FYI	INVITATION	MEETING	SIGNATURE
☒	☐	☐	☐	☐	☐	☐	☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Housing Counseling Services, Inc.- NBAP FY25 Housing Services $2,010,000.00

Grant 2025-04

Originating Office

FROM:E. Merchant	TELEPHONE NUMBER:
DATE:3/13/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE: OFFICE OF THE DIRECTOR MAR 17 '25 PM2:37

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

MAR 17 2025

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Ernest Merchant
Program Analyst

Date: March 13, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Housing Counseling Services, Inc.**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$2,010,000.00**
ATTACHMENTS:	**FY25 Grant Agreement #2025-04** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

DISTRICT OF COLUMBIA.

COMMUNITY SERVICES
HOUSING COUNSELING SERVICES

GRANT AGREEMENT

BY AND BETWEEN
THE DISTRICT OF COLUMBIA
AND

HOUSING COUNSELING SERVICES INC.

This Grant Agreement ("Grant" or "Agreement"), is made effective as of March 13, 2025, ("Effective Date"), by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the D.C. Department of Housing and Community Development (hereinafter referred to as "Department," "DHCD" or "Grantor") and Housing Counseling Services, Inc., a District of Columbia non-profit corporation Grantee [DUNS No. Unique Entity Identifier (UEI) NA6MQB4FM3C1] (hereinafter referred to as "Grantee") with its principal place of business at 2410 17th St NW Ste 100 Washington DC 20009. Grantor and Grantee shall be collectively referred to herein as the "Parties."

RECITALS

1. The Department with offices at 1909 Martin Luther King Jr Avenue SE, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975, D.C. Official Code§ 6-1001 *et seq.*, and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Department is authorized to fund community based non-profit organizations that provide housing counseling services for low- and moderate-income persons.

3. On June 7, 2024, the Department published a Notice of Funding Availability ("NOFA") in the D.C. Register, which announced the forthcoming issuance of the Fiscal Year ("FY") 2025 Request for Applications ("RFA") for the Neighborhood-Based Activities Housing Counseling Services Program ("HCSP"). The RFA was issued on June 21, 2024, that solicited applicants to provide services to District of Columbia ("District") residents as a part of the Department's HCSP. HCSP includes Public Services ("PS"), and Non-Public Services ("NPS") as defined in Section I herein. U.S. Department of Housing and Urban Development ("HUD") approved counseling agencies employing one or more certified HUD counselors are eligible to provide both PS and NPS services, while organizations which do not have HUD approval status may provide PS services only. The RFA included an opportunity for applicants to provide one or more of seventeen (17) services listed in the RFA. These services include HUD-approved counseling in keeping with 24 CFR 5.100 and related Federal regulations (in 2 CFR Part 200, and 24 CFR Part 214) as well as services related to local DC programs which are administered by the Department. The RFA and the requirements set forth therein are also incorporated by reference herein.

4. The Grantee's RFA application demonstrates that its organization possesses project management, and organizational and administrative capacity to successfully perform as a nonprofit grant subrecipient under the Department's HCSP, and accordingly DHCD has determined to award a grant to the Grantee in FY 2025 ("25" or "2025").

5. The Grantor proposes to fund HCSP grant activities in FY 2025 from its allocation of Community Development Block Grant ("CDBG") funds authorized by Title I of the U.S. Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), 24 CFR Part 570.

6. As a condition precedent to disbursement of the Grant proceeds to Grantee for the sole and exclusive purposes described in Exhibit A (which includes the "Statement of Work" and the approved "Workplan", both attached hereto and made a part hereof), the Department requires that Grantee enter into this Agreement setting forth the terms and conditions of the Grant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are hereby incorporated by reference and made a part hereof.

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Section I. Definitions.

A. As used herein, the following terms shall have the meanings indicated:

a) **Fiscal Year**: All references to Fiscal Year(s) ("FY") herein refer to the District Government fiscal year which is October 1st to September 30th
b) **Neighborhood Revitalization Strategy Area** ("NRSA") refers to the HUD approved areas of Wards 7 and 8 which have been designated as strategic areas for revitalization. Services to Ward 7 and Ward 8 regardless of whether Public Service or Non-Public Service, attributed to the NRSA.
c) **Non-Public Services** refers to 24 CFR 5.100 counseling services provided to clients in connection with the purchase of a specific home. All other 24 CFR 5.100 counseling is Public Service.
d) **Public Services** refers to all other services and may include group training and/or one on one counseling.
e) **Performance Periods**: The Performance Period is defined as the start date and end date for which Grant funds are awarded to execute an approved Workplan and Statement of Work in keeping with the RFA for FY 2025. (See Section IV below.)

Section II. Exhibits.

The Exhibits listed below and the terms and conditions of the same are incorporated herein and made a part of this Agreement.

A. Services to be Provided
- Statement of Work
- Section 3 from the FY 25 RFA: Services
- Workplan as approved by the Grantor

B. Budget
- Schedules A (3-1) and A (3-2) for the First Performance Period

C. Required Reporting Forms
- Monthly Performance Report on group trainings/orientations/workshops and one on one counseling (in connection with the Statement of Work and Workplan), as well as reports on DHCD certificates issued, outreach and marketing activities, and upcoming group trainings.

- Quarterly Beneficiary Data and Demographics for each of the following (a) PS, (b) NPS, and (c) NRSA activities.
- Quarterly Language Access Report (Optional)
- Quarterly Banking Report (as applicable)
- Quarterly Procurement Report (as applicable)
- Quarterly Submission of Minutes of Board of Directors Meetings

D Method to determine Client Eligibility for Services
E Budget Modification Form
F Drug Free Workplace Certification
G Service Area Eligibility
H Insurance Requirements
I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Section III. Grant Award

A. The Department shall make a Grant of the District's CDBG Entitlement Grant Federal Award No: B-24-MC-11-0001 ("CDBG Federal Award") to Grantee in an amount not to exceed Two Million Ten Thousand Dollars and No Cents ($2,010,000.) (the "Grant") and is allocated as follows:

Sources and Uses of Funds:

Public Service ("PS") [CDBG EN]	$ 1,024,810.56
Non-Public Service ("NPS") [CDBG EN]	$ 315,189.00
NRSAs Ward 7 and Ward 8 [CDBG EN]	$ 670.000.44
TOTAL CDBG [EN]	$ 2,010,000.00

Notwithstanding the source of funds designated above, the Grantor reserves the right to provide funding from another source(s). In all instances, applicable Federal and District laws and regulations shall apply regardless of the funding source. The Grant award shall be used to fund a range of services which HUD has defined as Housing Counseling Services: Public Services and Non-Public Services by a HUD Approved Counseling Agency ("HCA").

The specific Grant activities are described in Exhibit A (attached hereto) which includes
(a) the Statement of Work,
(b) Lines of Services - Section 3.2 of the Request for Applications (RFA), and

(c) The approved Workplan
(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

C. The Grant services will benefit low-and-moderate income persons living in the District of Columbia. In keeping with recent Presidential Executive Orders, Grantees should only use grant funds for US citizens and should maintain such documentation to prove citizenship.[17]

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as Exhibit B. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.

D. The Catalog of Federal Domestic Assistance ("CFDA") number is 14.218.

E. The Uniform Administrative Requirements for Federal Grants are applicable to this grant award and are available online at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1. Also, the Grantee must comply with the Community Development Block Grants regulations 24 CFR part 570 that govern this award and other related HUD regulations, which are incorporated herein by reference.

Section IV. Grant Term and Periods of Performance

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2025. During this term, there are two Performance Periods. The First Performance Period is the Effective Date to September 30, 2025. The Second Performance Period is October 1, 2025, to December 31, 2025.

Funding for each Performance Period is in the sole discretion of the Grantor and requires meeting all due diligence requirements prior to award.

[17] Examples of such document may include copies of unexpired state issued Real ID identification or driver's license, unexpired US passport or US passport card, active duty Military ID, current Green Card or Naturalization documents with state issued photographic identification.

The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of Grant funds or other Grant assets.

Section V. Statement of Work/CDBG Eligible Activities/Eligible Costs/Business Operations

A. CDBG Eligible Activities

1. Grantee shall use the CDBG Grant proceeds solely to fund Grantor-approved service activities that are intended to provide services and empower low- and moderate- income persons in the District of Columbia to make informed housing choices and achieve their housing goals, whether it's finding affordable rental housing, purchasing a home or obtaining financial assistance for critical home repairs.

The best way to provide this critical information to a client in order to assist them in their decision-making process is to adhere to 24 CFR 5.100[18] [in which a HUD certified counselor conducts (1) intake (2) financial and housing affordability analysis with affordability calculation (3) an action plan and (4) follow-up counseling to implement the action plan and achieve its stated goals].

The Grant services to be provided are described in Exhibit A. This description includes the major tasks, activities and project deliverables to be provided under this Grant. The Grantor reserves the right to alter or change the District of Columbia program requirements including eligibility, services provided, service methodology, service delivery and program goals during the performance period.

The proposed Grant activities are CDBG eligible activities pursuant to 24 CFR 570.201(e).

2. Grantee shall sponsor outreach events that inform the community about the Grant activities and participate in other community events as requested by Grantor.

[18] 24 CRF 5.100: "Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling."

3. The Grantee must retain records which demonstrate that each activity funded under this Grant is CDBG eligible and document the amount of CDBG funds expended for each activity. This includes the activity itself, the outcomes, and the records concerning beneficiaries in keeping with subsection (B)(2) below receiving services. Any authorizations needed together with beneficiary statistical information should be obtained by the Grantee during intake or registration. HUD does not grant exceptions or authorize the District to make exceptions to this requirement.

B. CDBG National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention of slums or blight; 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. The Grantee certifies that the CDBG-assisted activities to be carried out under this Agreement will meet the National Objective of primarily benefiting low- and moderate-income persons (limited clientele activities) in accordance with Federal and District Requirements. The minimum threshold requires that at least 51% of the households served with CDBG funding must be low- and moderate-income households; provided however, that a Grantee whose application claimed additional scoring points for agreeing to provide Grant services to more than 51% low- and moderate-income beneficiaries, must adhere to the percentage they elected in their application.[19]

In accordance with the Grantee's election in their Application for a grant award and for receiving additional points in scoring, the Grantee has agreed to exceed the minimum requirement and to serve at least 90% low- and moderate-income beneficiaries.

Note: This percentage cannot be decreased as it was used for scoring in a competitive round of funding.

4. The Grantee shall disclose to any client that services are provided free of charge by a Grant funded by DHCD using Federal funds and therefore the Grantee has certain reporting

[19] In responding to the RFA published June 21, 2024, applicants were given the opportunity to receive additional points in scoring for committing to exceed the CDBG minimum threshold to either a 75% minimum or a 90% minimum.

requirements in order to provide the Grant services free of charge. The Grantee shall use appropriate forms to obtain a client authorization, as required, to comply with the terms of this Agreement and to meet HUD reporting requirements,

C. Staffing

Where HUD requires services are to be provided by a Certified HUD Housing Counselor, the Grantee shall comply with that requirement and not permit services reserved to HUD certified counselors to be provided by others.

To the extent applicable, Grantee agrees to secure the services of qualified personnel that are licensed and bonded in the District of Columbia to perform the CDBG Federal Award activities and services listed in Exhibit A.

Any changes in personnel or their general Grant responsibilities as set forth in Exhibit A are subject to the prior written approval of DHCD. In this regard, it is essential that the Grantee immediately report terminations and proposed new hires to the Grantor.

D. Business Operations

1. Grantee shall observe business hours of operation onsite in their service location(s) that align with District Government hours of operation specifically Monday through Friday 9:00 am to 4:30 pm (DC holidays excepted)[20] and shall ensure that sufficient staff are on site at Grantee's place of business to carry out Grant services.

2. During the hours of operations, Grantee shall have live answered telephones for incoming calls. If the Grantee's phone system utilizes an auto-attendant function or voicemail, announced option to the caller must include an option to press a certain key (such as "0" for an Operator) to be connected to a staff person in real time who can answer and field questions, redirect a caller to a staff person who can address a caller's inquiries, or provide registration information. DHCD and other DC agencies such as the Office of the Attorney General may check Grantee's compliance with this requirement from time-to-time.

[20] DC Holidays include New Year's Day, Dr. Martin Luther King, Jr. Holiday, Washington's Birthday, DC Emancipation Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Day.

E. Grantee may offer clients virtual appointments as well as virtual group informational or educational activities, but Grantee shall also provide clients an option for in-person services (including both in-person one on one appointments as well as some in-person group informational or educational activities.) The Grantee shall not refuse in-person services to DC residents.

F. Housing Resource Center (HRC) and Late Night Hours: As required by the RFA, "Applicants selected for the award shall participate (in a regular rotation) in staffing onsite at the Department's Housing Resource Center (HRC). The HRC provides services to DC residents by appointment and walk-ins." The HRC is located in the Grantor's offices at 1909 Martin Luther King Jr Av SE. The HRC coordinator, in conjunction with the Associate Director for Community Services, will develop a schedule in consultation with Grant subrecipients for staffing the HRC on a rotating basis on weekdays.

RFA applicants were awarded additional points in their score by committing to "Extended Office Hours." The options included providing office hours until 7:00 pm at least one (1) day a week in their office location and/or until 7:00 pm at least two (2) days a month in the HRC.

In accordance with the Grantee's selection in their Application for grant award and funding, the Grantee has committed to serve Extended Office Hours Extended Office Hours until 7:00 pm one (1) day a week in their office and one (1) day in the HRC.

Section VI. Disbursement/Required Support Documentation

A. <u>Reasonable, Allowable, Necessary, Allocable</u>

1. Grantee may request reimbursement for actual expenses incurred to provide services and as described in the Grant Budget (A 3-1 and A 3-2). Requests must meet all four criteria: reasonable, necessary, allowable, and allocable. (2 CFR 200.305)
   a. ***Allowable costs.*** Reimbursements are limited to the expenses directly related to activities supported by the grant activities and are subject to the regulations of the Federal and District Governments. Expenses related to activities should be necessary, reasonable, allowable and allocable.
   b. ***Limitations on allowable costs***. A grantee may not use an indirect cost rate to determine allowable costs under its grant.
   c. **Some *Unallowable costs.*** Expenses that are not allowable include (but are not limited to) sales tax, late fees, debts, tips & gratuities, food, alcohol, controlled substances, cash reserves or investments, money given to individuals (including

donations, grants or loans), contributions to organizations, costs of fundraising, fund development, grant writing, advocacy, lobbying, and purchase of goods or services for personal use or benefit.

2. In addition, Grantee must demonstrate to the reasonable satisfaction of the Grantor that Grant performance milestones have been achieved. All requests for payment of eligible expenses shall be associated with the budget line items specified in Exhibit B (Budget Schedule A (3-1), estimated cost invoices and satisfactory Grant performance.

3. Grantees may not be reimbursed for expenses paid through Cash app or other similar peer-to-peer payment platforms, since such platforms create issues for recordkeeping, auditability, and compliance with grant regulations.

4. The Grantee shall not supplant funds or seek reimbursement for expenses that may be reimbursed by another grant (Federal, District, or private) either prior to or subsequent to reimbursement by the Grantor.

5. The Grantee must have the capacity for bookkeeping and accounting services required to track Grant expenses and create payment requests in keeping with Federal and District requirements, either on staff or by a third-party contractor.

6. The Grantee shall create and submit payment requests in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the Grantee to create and submit invoices by selecting the applicable purchase order number which is listed on the Grantee's profile.

7. All Grantees must be registered in the portal prior to invoice submission. The vendor portal website is **https://cfo.dc.gov./supplier_portal**. Please log onto the portal for further details and instructions. Questions can be submitted to **suppliers@dc.gov**.

B. Form of Submission of Payment Requests

1. The cover sheet to the reimbursement package must be the 30A Form of the Department [RCSD DHCD 306A Revised October 2024]. No other cover sheet is needed. This form should contain the Purchase Order Number, the IDIS Number, and the Partial Payment Number in accordance with Department's guidelines.

Payments requests are contingent upon certification by the Grantee in the following form as contained on the 306A (RCSD DHCD 306A Revised October 2024). The Certification is to be made by the chief executive officer, or the chief financial officer or the chief operations officer if the Governing Board has authorized this officer to act on behalf of the board to sign.

"I certify that all items, quantities and prices of work and material shown in the requisition are correct to the best of my knowledge and belief. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information , or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812." (2 CFR 200.415)

2. Page 2 and Page 3 shall be the Reimbursement Request A 3-1 and A 3-2.

3. Page 4 shall be the Invoice Cover Sheet with:
   a. A unique identifier (e.g. a row number or brief alphanumeric code) shall be assigned by the Grantee to non-personnel invoices and with the same unique identifier marked on each and every supporting document (e.g. receipt, proof of payment, cancelled checks, contracts, scopes of works, services rendered, vendor statement or document, Grantee's notes) submitted. The unique identifier shall be listed on the invoice cover sheet.
   b. Vendor's name
   c. Remittance address
   d. Invoice number
   e. Invoice date
   f. Contract number (also known as Grant Number)
   g. Purchase order number (if any)
   h. Invoice Amount
   i. The Amount which the Grantee is requesting reimbursement
   j. Quantity of goods/services delivered. Deliverables. Shipping and payment terms
   k. Other substantiating documentation that justifies and supports the payment request.

4. Page 4 and subsequent pages as needed shall include the supporting documents for the reimbursement request including signed timesheets, payroll reports, invoices from vendors marked as described above. (See Section E below.)

C. HUD Related Requirements

1. Federal regulations require that reimbursement under the Grant is tied to (a) beneficiary data reporting and (b) program performance. Failure to meet reporting deadlines for performance and/or beneficiary service data will suspend temporarily the processing of Grantee payment requests. Staff unavailability does not waive the requirement to meet reporting deadlines, and Grantee shall ensure that adequate staff are trained or cross-trained to prepare and submit reports timely.

2. The Grantee should be aware that HUD maintains an *Integrated Disbursement and Information System* ("IDIS"), a database in which the Grantor must make reports during the performance period on each Grantee's account. HUD flags subrecipient accounts when reporting is not provided by a deadline. Such a flag shall constitute a default. Multiple flags or failure to meet the conditions for HUD to remove a flag may result in suspension or termination in keeping with Section XII (C) of this Agreement.

D. Schedule for Submission of Reimbursement Requests

1. Requests for reimbursement shall be submitted in a timely manner by the date due. Failure to meet a deadline shall constitute a default.

2. On the 10th day of each month, the Reimbursement Request shall be for the prior month; provided however, the September reimbursement request must be submitted earlier in October on the date specified by the Office of the Chief Financial Officer of the District of Columbia, which is usually between the 5th and 7th day of October. *(Grantee may wish to use other funding sources for the late September payroll to facilitate meeting the deadlines.)*

3. In order to close-out the grant by September 30th, the October request should be the only request submitted in September.

4. The monthly schedule for submission is as follows:

Month	Due Date
March	April 10th
April	May 10th
May	June 10th
June	July 10th
July	August 10th
August	September 10th
September	October 5th or 7th as specified by the DC CFO
October	November 10th
November	December 10th
December	January 10th
January	February10th
February	March 10th

5. As applicable, expenses incurred pursuant to a project commitment in IDIS that has been approved by the Grantor and are otherwise eligible for reimbursement at the Grantor's sole discretion, may be reimbursed, regardless of when those expenses were incurred.

E. Source Documentation

1. All costs and obligations incurred under this Grant Agreement must be supported by source documentation (e.g. invoices, receipts, contracts, canceled checks, etc.). Documentation may also include approved time distribution sheets and certified payroll reports for employees and contracts.

2. The Grantee must satisfy all documentary requirements to the reasonable satisfaction of the Grantor prior to the disbursement of Grant funds.

F. Requirements Applicable to Disbursed Funds/No Escrow

1. Grantee shall not escrow Grant funds. However, nothing shall prohibit the Grantee from supplementing funding for these activities from other sources including other grants, funders or donors.

2. Any cash advances disbursed pursuant to this Agreement must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate

cash requirements of the Grantee in carrying out the purpose of the Grant. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct Grant program or project costs and the proportionate share of any allowable indirect costs.

3. If at any time it is determined that more Grant funds are disbursed to Grantee than what was required by the Grantee's immediate disbursement needs, Grantee shall immediately return to Grantor the excess funds.

4. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations or fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee.

G. The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect cost rate, as further described in Section (C)(4) and Section (C)(5) (Reporting Requirements) below.

H. In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant proceeds within three (3) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant proceeds, unless another date shall be agreed to be the parties in writing. The Grantor reserves the right to recover such losses by any legal remedy available.

Section VII. Budget Modifications

A. Any amendments to the budget (change in the amounts specified in the individual cost categories set forth in Exhibit B). may be approved by the Grant Administrator, so long as the total amount of the budget is not exceeded.

B. Any increase in the total Grant amount must be approved by the Director of the Department. If the change is made at the request of the Grantee, the request shall be in writing dated and shall be submitted on a Budget Modification Form, attached hereto as Exhibit E.

1. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and dated using the appropriate excel format or the appropriate online portal if available.

2. The Grantee shall make modification requests by June 1st, to allow sufficient time for processing prior to the start of the fourth quarter of the fiscal year. No more than two modifications may be required in the performance period. Requests for modification to the budget shall not be approved after June 1, 2025, except for extenuating circumstances specified in writing, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion.

3. The Department will not approve reprogramming of personnel funds for positions not filled in compliance with this Agreement and Grantee's personnel policies submitted to Grantor. If at any time DHCD requires a more detailed budget breakdown than the one contained herein, the Grantee shall provide such supplemental budget information in a timely fashion and in the form and content prescribed by DHCD.

Section VIII. Conditions Precedent to Grant Closing and Grant Disbursement

Grant closing shall mean the date on which Grantee has satisfied all conditions precedent to execution to the satisfaction of the Grantor, at which time both parties have executed and delivered the Grant Agreement. No Grant proceeds shall be disbursed prior to Grant closing.

The following conditions must be met prior to Grant closing:

A. Eligibility Determination. Determination by the Grantor that Grantee's proposed Grant activities meet eligibility and national objective requirements specified by the CDBG Program regulations at 24 CFR §§ 570.200 through 570.209. Grantor has determined that the proposed Grant activities are eligible for CDBG Program funding pursuant to 24 CFR 570.201(e) (provide housing counseling services to low- to moderate-income households).

B. Environmental Clearance. Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historic preservation reviews, and HUD has issued an approval of the release of funds.

C. Due Diligence Submissions. The following items must be delivered to DHCD for approval prior to Grant execution and Grant closing:

1. Articles of Incorporation, organizational by-laws and certification of nonprofit status.
2. Board/Corporate Resolution, memorializing
   a. the Grantee's intent to enter into this Agreement
   b. identifying the total Grant amount of the award
   c. identifying the Grant Number
   d. identifying the funding source(s) of the award, and
   e. identifying the authorized person by name and title who is authorized to sign on behalf of the corporation to enter into this Agreement.
3. Certificate of Good Standing
   a. issued by the DC Department of Licensing and Consumer Protection (DLCP)
   b. certified within 6 months of the Effective Date of this Agreement.
4. Certificate of Clean Hands
   a. issued by the DC Office of Tax and Revenue (OTR)
   b. certified within 90 days of this Agreement.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia to carry out the Grant activities.
6. Evidence that Grantee has obtained insurance, as provided in Exhibit H. If the renewal period for any insurance requirement occurs during the Grant performance period, the Grantee is required to submit to the Grantor evidence (Certificate Of Insurance) of insurance renewal to cover the remaining Grant performance period.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Effective Date.
8. An Affirmative Action Plan ("AAP") must be submitted by the Grantee for review and approval by the District prior to Grant execution and the disbursement of any Grant proceeds. The AAP shall be in a form to be determined by the District and must detail the Grantee's efforts to comply with the District's goals for achieving equal employment in District government contracts and set forth specific standards for the utilization of minorities in all job categories, as required by Mayor's Order 85-85 and District law.
9. Drug-free Workplace Certification (Exhibit F).
10. Debarment affidavit and verification confirming that Grantee is not debarred or suspended or otherwise excluded from or ineligible for participation in federal or District assistance programs under Executive Order 12549 or District law.

D. Opinion of Counsel. Grantee shall submit a written opinion of the Grantee's attorney, which states that the attorney has read the Grant documents and that the Grantee:

- Is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary.
- Has the full authority and legal right to carry out the terms of this Grant Agreement and all documentation required hereunder to be executed by Grantee; and
- Has taken all actions to authorize the execution, delivery and performance of this Grant Agreement and any documents required to be executed in connection with the Grant according to their respective terms

The Opinion shall further state that none of the aforesaid actions, undertakings or agreements violate any restriction, term, condition or provision of the Grantee's organizational documents or any contract or agreement to which Grantee is a party or by which it is bound. The Opinion must identify the Grant Agreement by name and Grant number, and the counsel must specifically identify the documents upon which the Opinion is based.

E. Current on District Obligations. Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant, including all local taxes and charges affecting Grantee's business.

F. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Proceeds, including, but not limited to the Council of the District of Columbia and the Chief Financial Officer of the District of Columbia.

G. Clearance Approval issued by the DHCD Office of Program Monitoring.

Section IX. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. The Grantee shall cure all report deficiencies identified by the Department and resubmit for approval by the Grantor within 14 calendar days of the notification. The requirements of monthly and quarterly reports [VII.(A) and (B) are in Exhibit C.]

A. Monthly Reporting

Monthly Performance Reporting. The Grantee shall use the online reporting portal provided by the Grantor and shall provide a complete performance report by the 10th day of each month reporting on Grant activities, accomplishments and performance of the prior month. Failure to submit the report by the tenth day of the month following the end of each

month shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

B. Quarterly Reporting

On the 10th day of January, April, July, and October, the following quarterly reports for the previous three months shall be due and provided by the Grantee in the form and method required by Grantor:

1. Quarterly Report on **Beneficiary Data and Demographics** (separate reports for PS, NPS and NRSA).

2. **Banking Report** (as applicable)

3. **Non-expendable Equipment Inventory Report** (as applicable) (the purchase or lease of non-expandable equipment). The purchase of all computer equipment must have prior approval from the Department.

4. **Procurement Report** (as applicable).

5. Copies of the **Minutes of the Board of Directors** meetings, which took place during the previous quarter; and

6. **Language Access Report** (optional) – If services are provided in languages other than English, we encourage a language access report to be made.

Failure to submit any or all Quarterly Reports by the tenth day of the month following the end of a quarter shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

C. Additional Report Requirements

The following reports are due to the Department within the timeframes indicated below. If these documents were previously submitted, they must be updated and resubmitted.

1. Fringe Benefits Report

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects funded from the proceeds of this Grant shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefits rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the change. The report shall be submitted to DHCD within fifteen (15) days of Grant execution.

The fringe benefits rate for any personnel costs funded by this Grant shall not exceed 20% of the base salary rate indicated in Schedule A Form A (3-2) of the budget (Exhibit B).

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to the date of the Offer Letter.

All personnel costs approved under this Grant Agreement must be filled within ninety (90) days of Grant execution or within ninety (90) days of the vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than ninety (90) days, whether intermittent or consecutive, at any time during the Grant period may result in the loss of funds for the position.

Grantee must submit transcripts of training or continuing education for individual staff and counselors to the Grantor.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with CDBG funds, in accordance with the requirements specified in 2 CFR Part 200 (Exhibit D). The property inventory list must include, at a minimum, a short

description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

a. The Grantee shall submit a budget and Cost Allocation Plan showing its direct and indirect costs and the allocation of such costs to the Grantee's activities, including the administration of the activities and services provided under this Agreement. The plan must show all allowable and unallowable costs and how such costs are included in the direct and indirect costs in accordance with 2 CFR Part 200.

b. A current Cost Allocation Plan must be submitted no later than thirty (30) days following Grant execution.

c. The Cost Allocation Plan must include all sources of funding for the Grantee, including this, Grant and to which program/cost centers each source has been applied using the Grantee's chart of accounts (referencing individual budgetary line items).

The Grantee must provide:

i. the total amount of funding from each funding source,
ii. the total staff employed by the Grantee, regardless of funding source, staff allocation per grant/program and the estimated percentage of time spent per grant program.

d. As required by HUD, the Cost Allocation Plan is subject to approval by the Grantor. The Grantee shall cure any defects or omissions in the Cost Allocation Plan within 60 calendar days of the notice to cure.

e. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. The waiver request must detail the reasons for the waiver request and include a copy of the relevant audited financial statements.

f. Claims for reimbursement of documented Grant expenses shall comply with 2 CFR Part 200 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.

5. Indirect Cost Rates

a. Grantees may request reimbursement for indirect costs based on their Cost Allocation Plan. The Cost of Allocation Plan must be reviewed and approved by the Grantor. The Grantee is required to keep records of the expenses charged to the Indirect Cost Rate for monitoring and close-out.

Grantees with Indirect Cost Rates are required to use their indirect cost rate. Grantees with provisional rates must demonstrate the rate is not expired or that it is currently used by a Federal Agency in awarding Federal funds to the Grantee during the current Fiscal Year. Other Grantees may use the Federal *de minimis rate* of 15%. In either case (*De Minimis rate* or Federally Approved rate), Grantee shall maintain records (available during monitoring, or close-out or upon request) indicating which costs in the cost allocation plan and the dollar amount have been attributed to the Indirect Cost.)

Indirect cost rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with supporting documentation. DHCD will not make adjustments to indirect cost rates after June 1st.

The Grantor does not issue or award Indirect Cost Rates.

Grantees who wish to obtain a Federally authorized Indirect Cost Rate are encouraged to contact the "Cognizant Agency" which is the US Department of Health and Human Services.

b. For all personnel costs funded under this Agreement, Grantee must maintain documentation for use of indirect cost funding and provide the same when requested for verification of expenditures in keeping with the approved cost allocation plan, including, but not limited to cancelled checks, employee signed and supervisory approved employee time sheets, invoices and bank records.

c. Expenses charged to an indirect cost rate must be accompanied by and cross-referenced to and reconciled with an independent audited financial statement, which accounts for all (grant funded and non-grant funded) activities by the Grantee during the fiscal year in which the indirect cost rate is based.

6. Organizational Audit

Grantee must submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year.

Note to All Grantees: All Grantees must ensure their financial records are available for review or audit by appropriate officials of the Federal Government and the District Government.

7. Auditor's Management Letter.

Grantee shall submit an auditor's Management Letter to the Grantor at the time it submits the annual audit.

8. Procurement Policy. Accounting Policies and Procedures. and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution, the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of the Grant. These policies and procedures shall be in accordance with the requirements of 2 CFR Part 200. The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

If the Grantee has previously submitted these documents, and the documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a certified statement (the "Re-certification Letter") to the Grant Administrator indicating when the most current document was submitted to the District and certifying that no changes to these policies and procedures have since been made.

Intentionally Blank

D. Summary of Report Deliverables and Receipt Due Dates:

	Report	**Receipt Due Date**
1	Monthly Performance Report	No later than the 10th day of each month
2	Quarterly Beneficiary Data	No later than January 10th, April 10th, July 10th and October 10th – a separate report for each use: PS-NPS-NRSA
3	Language Access Report (Optional)	No later than January 10th, April 10th, July 10th and October 10th
4	Fringe Benefits Report	Within 15 days of Grant execution
5	New Hires/New Employees Information (Job Description & Resume) HUD certificate if certified counselor	10 Days prior to the Offer Letter of Employment being sent to the candidate
6	Notice of Vacant Position	Within 10 days following the vacancy
7	Non-expendable Equipment Report	Within 15 days of Grant execution and quarterly thereafter
8	Procurement Policies and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
9	Accounting Manual and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
10	Cost Allocation Plan (based on and tied to the most recent audit)	Within 30 days of Grant execution
12	Independent Financial Audit	Within 90 Days of the Close of the Grantee's Fiscal Year

	Report	Receipt Due Date
13	Single Audit Report (if applicable)	Within 30 Days of submission to the Federal Audit Clearinghouse
14	Auditor's Management Letter	Submitted with the submission of the Audit
15	Requests to revise Budgets and/or Workplans	Prior to the 1st day of June
16	Grantee's Close-Out Report (Section XV.) Inventory Report & Annual Report	Within 90 Days of the end of the Term of the Grant.
17	HUD 9902	Within 30 Days of Submission to HUD
18	HUD Monitoring Report	Within 30 Days of Receipt from HUD monitor or the HUD intermediary monitor.

Section X. Accounting/Audit Requirements

A. Accounting System

1. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in Exhibit B.

2. Accounting records should be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.

3. Any funds provided to the Grantee or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest-bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

Grantee shall submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year, contingent on the following:

1. Grantees receiving an aggregate of $1,000,000 or more from all funders in Federal funds must in accordance with Federal regulations obtain an independent audit (Single Audit Act of 1984 , Single Audit Amendments Act of 1996, and 2 CFR Part 200). A standard audit may be supplied pending the completion and submission of the Single Audit.

2. Grantees:
   (a) Required to be audited by any State or political subdivision(s) thereof (whether by statute or regulation) or
   (b) Who conduct an audit to submit to any government or private funder, or foundation or corporate funder or
   (c) Whose governing body or senior management obtains an audit,

   shall be required to submit that audit to the Grantor upon receipt of the same.

If the Grantee is not audited in accordance with (1) and (2) above, the following shall apply:

3. A Grantee whose corporate entity receives or expends less than $999,999 as reported to the Internal Revenue Service in the 990 Tax Return without amendments, deletions or summarized details must file with the Grantor a financial report prepared by an independent Certified Public Accountant and certified by the same that contains:
   - income statement or Statement of Activities,
   - balance sheet or Statement of Financial Position,
   - statement of Functional Expenses by program or cost centers such statement to break out separately the Grantor's funding by Grantor's program(s) separately from all programs or cost centers used.
   - statement of cash flows, and
   - independent review and certification of the financial statements including a review of the management's financial internal controls.

   In addition, the nonprofit organization must file a biennial audit that covers both years within a biennial period. See 2 CFR Part 200, Subpart F.

4. The Grantee shall fully clear any deficiencies noted in the audit reports within sixty (60) days after receipt by the Grantee.

5. . Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default of this Grant and may result in the withholding of future payments and/or debarment from participation in future Grants.

Section XI. Grant Administration

The Grant Administrator is:

William Winston
Associate Director for Community Services
DC Department of Housing and Community Development
1909 Martin Luther King Avenue SE, Room 304
Washington, D.C. 20020.

The telephone number is (771) 208-9628. All concerns regarding the technical implementation and interpretation of this Grant are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line-item changes and terms) where there is no dollar increase.

Section XII. Repayment of Grant Funds/Grant Performance Monitoring Default and Remedies

A. HUD Monitoring

The Grantee is subject to monitoring by HUD and agrees to provide all required information, data, records, files including client files, case notes, correspondence and emails, reports, beneficiary data, performance data, financial records, supporting documentation, to satisfy HUD monitoring. Notwithstanding the date of a finding by HUD, should HUD make a finding, the Grantee shall be responsible to cure the defect, and should HUD require repayment of Grant funds for any reason to the Federal Government, the Grantee shall be responsible for repayment in the amount specified by HUD. Repayment shall be made to the District of Columbia and by the District to the Federal authority in satisfaction of the HUD requirement. HUD monitoring is not confined to the performance period but extends through the record retention period provided in Section XV.

B. Grant Performance Evaluation

1. DHCD will monitor the performance of the Grantee to ensure that the goals and performance standards stated in the Statement of Work and Work Plan and RFA are being achieved according to schedule and within budget.

2. All records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. Grantee shall make timely submission of all information and/or records requested by DHCD or HUD to assess performance under the Agreement.

C. Suspension or Termination of Grant Assistance

1. In accordance 2 CFR 200.340 and 200.341 and 200.343, suspension or termination of CDBG Grant assistance may occur according to the Default provision in subsection D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner.

2. If Grantee fails to correct the substandard performance within thirty (30) days after receiving written notice from DHCD, suspension or termination of this Agreement will be initiated.

3. In accordance with 2 CFR 200.340(a), suspension or termination of Grant assistance may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

Subject to any applicable notice requirement and right to cure, the occurrence of any of the following shall constitute an event of default:

1. Failure to comply with any of the CDBG Program rules, regulations or provisions referred to in this Agreement, or such other Federal or District statutes, regulations, executive orders, District of Columbia mayoral orders, HUD rulings, policies or directives applicable to this Grant:

2. Failure to comply with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement.
3. Substandard performance by the Grantee or any of its agents under this Agreement, as determined in the sole and reasonable discretion of DHCD; or
4. Improper use of funds provided under this Agreement.

A determination of default shall be made in the sole and reasonable discretion of DHCD.

E. Remedies for Default

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of a written notice to the Grantee, Grantor may take one or more of the following actions, as determined in its sole discretion:

1. Terminate and suspend further disbursement of any remaining Grant assistance.
2. Disallow all or part of the cost of the activity or action that is not in compliance with this Agreement.
3. Wholly or partially suspend or terminate the current Grant award; or
4. Take other legal remedies that may be available.

F. Termination for Convenience

The Grant may be suspended or terminated on the basis of convenience as provided in 2 CFR 200.340(a).

G. Reversion to DHCD of Grant Assistance

1. Upon default by the Grantee under the terms of subsection D above, which has not been cured, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request the following:

i. Any Grant funds in its possession (whether or not committed),
ii. Any accounts receivable attributable to the use of Grant funds; and
iii. The portion of any income directly generated by (or the prorated proportion of) Grant funds for the activities described in this Agreement.

2. Upon final completion of the projects and activities for which CDBG funds have been provided by DHCD, expiration of the term of this Agreement, cancellation, or determination of this Agreement, the Grantee shall transfer any unspent, excess or surplus CDBG Grant funds, to include accounts receivable attributable to the use of the CDBG funds.

H. Grantor Non-Waiver

DHCD's delay or failure to act with respect to a breach by the Grantee does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section XIII. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, and 2 CFR Part 200, as deemed applicable by the Grantor. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Fund Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Organizational Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter arising from this Grant Agreement.

D. Cancellation Ceiling

In the event of cancellation of the Grant because of non-appropriation of funds for a specific fiscal year, there shall be a cancellation ceiling of zero dollars.

E. Anti-Deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, Grantor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code§ 47.105. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-Deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section XI. of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements.
2. Performing technical evaluations as required.
3. Interpreting the Statement of Work and other language in the Grant.
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with the District and other laws and regulations applicable to the Grant.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

Marian Siegel
Executive Director
Housing Counseling Services, Inc.
2410 17th Street, NW
Washington DC 20009
(202) 667-7006
mariansiegel@housingetc.org www.housingetc.org

H. Misuse of Grant Funds

Any alleged fraud, waste, abuse or mismanagement of Grant funds shall be immediately reported to the Grantor and the District of Columbia Office of the Inspector General ("OIG"). The OIG may be reached at (202) 724-TIPS (8477) and (800) 521-1639 or at oig.dc.gov

I. Nonassignability

Grantee will not sell, assign, pledge or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

Section XIV. Insurance

A. The Grantee shall obtain at least the minimum insurance coverage set forth in this Section XIV. and Exhibit H prior to the Effective Date and keep such insurance in force, as may be applicable, throughout the Grant period of performance.

B. Fidelity Bond: The Grantee must procure Fidelity Bond coverage in an amount equivalent to the total Grant budget. Pursuant to 2 CFR Part 200, Fidelity Bond coverage is required to protect the District's interest in the dollar amount of the Grant. Should Grantee be unable to procure a Fidelity Bond, Grantee shall submit proof that it has obtained general liability insurance that covers internal employee criminal activity or directors' and officers' liability insurance.

Section XV. Records Retention/Access

A. Records Retention

The Grantee shall retain all records demonstrating compliance with CDBG requirements and that are pertinent to this Grant for no less than five (5) years from Close-out of this Grant Agreement, including any extension thereof made in accordance with Section XVI. [Option to Extend] and including but not limited to Close-Out in IDIS of any HUD requirements. See Exhibit 5.1 in this link: https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-5.pdf

B. Extension of Retention Period

Notwithstanding the foregoing retention requirement in paragraph A above, if any litigation, claim, HUD monitoring or audit is initiated before the expiration of the retention period, records shall be retained for a period of not less than four (4) additional years following completion of the actions and resolution of all proceedings (e.g. litigation, claim, HUD monitoring or audit) involving the records.

C. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility, progress and achievement toward program goals and secure such records in a manner subject to applicable privacy laws. Such data may include, but is not limited to, client name, address, income level, case notes, correspondence and a description of service(s) provided. The Grantee shall use software which is HUD compliant to maintain client records. The Grantee shall transmit client records and files in a manner that is compliant with HUD's Personally Identifiable Information (PII) requirements.

D. Access to Records

All Grantee books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Grant funds shall be made available to the Department, HUD, its designee, representatives of the Inspector General of the District of Columbia or the Office of the DC Auditor at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.

E. National Objectives

The Grantee agrees to maintain documentation that demonstrates that the activities carried out with CDBG funds provided under this Grant meet the CDBG national objective of benefiting low- and moderate-income persons, as defined in 24 CFR part 570.208.

F. Copyright

If this Agreement results in any copyrightable material or inventions, DHCD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Section XVI. Federal and District Public Policy Requirements

Grantee shall fully comply with the following Federal and District policy requirements, as deemed applicable by Grantor:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federal-assisted and federal conducted programs and activities .

C. The requirements of Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

D. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.-) and implementing regulations at 24 CFR I part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

E. The requirements of Executive Order 11246, as amended by Executive Orders 11375. 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

F. The Conflict of Interest provisions of Federal and District laws strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of Federal funds to comply with 2 CFR 200.317 to 200.327 and

any sections of Title of 24 the Code of Federal Regulations concerning CDBG funding which are more restrictive than the Uniform Guidance Code for use of CDBG funds. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within (fifteen) 15 business days of execution of the Grant Agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict-of-Interest declarations to be executed by each employee and board member.

G. The Hatch Act. Chapter 15 of Title V. United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

H. The National Environmental Policy Act or other legislation implemented by 24 CFR part 58.

I. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement as Exhibit F.

J. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991H FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.

2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any grant,

or the entering into any extension. continuation. renewal, amendment of modification of any grant.

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and

c. He or she will include the language of the certification in all sub- grant awards at any tier and require that all recipients of sub-grant awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this Grant imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure, as the applicable grant shall so provide.

K. The Americans with Disabilities Act of 1990 (ADA) - Notwithstanding anything contained herein to the contrary, during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

L. The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are applicable pertaining to economic opportunities for low and very low-income persons. 24 CFR part 135.

M. First Source Program - Contractors and subcontractors of a government-assisted Project totaling $300,000 or more must comply with the District's goals for the recruitment, referral and placement of District residents. See D.C. Law 5-93, as amended, D.C. Official Code§ 2-219.01 et seq.

Section XVII. Close-Out Provisions

Activities and tasks during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor, and determining the custodianship of records (which shall remain the responsibility of the Grantee unless a determination is made otherwise). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over District appropriated funds and the record retention period, whichever is longest. Grantee shall submit the following items within the time frames indicated in this Section after completion of Grant activities or expiration or termination of this Agreement.

1. All activities are eligible, were completed and met a national objective.
2. All grant funds were expended in full, or all remaining funds are to be returned to Grantor.
3. All reporting requirements were completed and submitted (except for the final report that is submitted during the closeout process).
4. Any special conditions were met; and
5. All deficiencies or corrective actions affecting the Grant were resolved.

A. Grant Close-Out Report

The Grantee shall submit to the Grantor a Grantee's Close-Out Report ("Report") within ninety (90) days after expiration of the Grant term, termination of the Grant, or final payment for activities under this Agreement, whichever occurs later. This Report, at a minimum, shall include a narrative of the Grantee's completed tasks based on the activities, performance measures and goals set forth in the Statement of Work. The Report shall be completed using a form provided by the Grantor. The Grantee shall provide any information or data Grantor requests for Close-Out. In the Grantor's sole discretion, the reporting provided during the term of this Agreement may be accepted in lieu of the Grantee's Close-Out Report if those reports contain all information required in this section.

B. Documentation of Expenses

Within ninety (90) days after the expiration of the Grant, the Grantee shall provide to Grantor documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses.

C. Equipment Inventory

The Grantee shall submit to Grantor a list of all furniture, fixtures, equipment and vehicles purchased with Grant funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with 2 CFR Part 200.

D. Audit

The Grantee shall submit an audit or financial statement, as applicable, and as provided in Sections IX and X. of this Agreement.

E. Transfer of Records

Grantee shall, within ninety (90) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

F. Grantee's Obligations

The Grantee's obligations to DHCD remain in effect through the period of record retention as stated in Section XV.

Section XVIII. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion, and if legally permitted, extend the term of the Grant no more than two (2) times for one-year terms, or any fraction of one year, or multiple successive fractions thereof.

B. Grantor will endeavor to provide Grantee a preliminary written notice of its intent to extend at least thirty (30) days before the end of the Grant Term. The preliminary notice does not commit the District to an extension or authorize additional Grant funds to Grantee.

C. Any extension of this Grant is contingent upon the appropriation of funds for the applicable time period. However, the availability of funds shall not obligate the District to extend the Grant.

Section XIX. Total Agreement

The Grant Agreement, including specifically incorporated documents (to include the approved Statement of Work, the Work Plan, the approved Budget and the Grant attachments) constitute

the total and entire agreement between the Parties. Grantee understands and agrees to comply with the incorporated references contained in this Agreement and all applicable District and Federal laws and regulations.

Section XX. Applicable Law.

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia, unless otherwise controlled by federal law. In any proceeding relating to this Grant Agreement, each of Grantor and Grantee, hereby irrevocably submits to the jurisdiction of the Courts of the District of Columbia for the purposes of any suit, action or proceeding arising out of or relating to this Grant or transactions contemplated hereby.

Section XXI. Severability.

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XXII. Amendment.

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Grant activities, or the amounts specified in the Budget without the prior written approval of Grantor. The Grantee may request in writing approval of any proposed change to the Statement of Work or Workplan or the amounts specified in the eligible cost categories of the Budget and shall provide adequate supporting information and a revised budget along with its request. All such requests must be signed and dated.

Section XXIII. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or fully, by the Department.

1. The written or printed materials must include the authorized DHCD logo.

2. Written or printed materials include, but are not limited to, newspaper, radio and television announcements or advertisements, websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.
4. Grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to Grantee.
5. Grantee must provide copies of all marketing materials, brochures, flyers and other materials that publicize grant-funded activities to Grantor via email at dhcd.occo@dc.gov

Grantee shall publicize, as appropriate, to its constituency through social media, print, and online postings, DHCD communications and events that are related to Grant supported activities.

Section XXIV. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code§ 2-531 *et seq*. provides for the disclosure of public information. Specifically, the law provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Official Code § 2-1701(13) .

This serves as your Notification that information /documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code§ 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXV. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, homeless status, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Sexual harassment is a form of sexual discrimination which is prohibited by the Act and Mayor's Order 2023-131 (Updated District Government Sexual Harassment Policy, Guidance, and Procedures), which is attached hereto as Exhibit I.

The prohibition against workplace sexual harassment extends to third parties doing business with or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies. By executing this Agreement, Grantee affirms that it will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1 I 00 et seq. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated.

Section XXVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addresses:

NOTICE TO GRANTEE:

Housing Counseling Services, Inc.
2410 17th Street, Suite 100
Washington DC 20009
Attn: Marian Siegel (Executive)

NOTICE TO GRANTOR:

D.C. Department of Housing and Community Development
Community Services
1909 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
Attn: Director

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTOR SIGNATOR PAGE]

DISTRICT OF COLUMBIA, a municipal Corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Colleen Green
Director

Legal Review:

Julia Wiley
Office of the General Counsel
Department of Housing and Community Development

3/13/25
Date

[Signatures continue on the next page]

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTEE SIGNATURE PAGE]

HOUSING COUNSELING SERVICES INC.
a District of Columbia non-profit corporation

Marian Siegel
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Date

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Exhibit A Services to be Provided

- Statement of Work
- Section 3.2 Services (from the FY25 RFA)
- Workplan as approved by the Grantor

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education and training services to support DHCD's housing programs and initiatives, and to promote compliance with District housing regulations. All of the services are intended to empower potential homeowners, actual homeowners, and tenants for the purpose of preserving of affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership; (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached workplan and performance measures. Marketing and outreach for the services provided is a activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of these service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling; (b)the Grantee's additional knowledge of the individual and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and it shall be maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow up and conduct a final assessment of the impact of the services provided. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for HPAP/EAHP/NEAHP
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program

A6: Income Certification for PADD Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B13: Technical Assistance for Coop and Condo Associations

CATEGORY C: TENANTS AND TENANT GROUPS
C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

SECTION 3: PROGRAMMATIC REQUIREMENTS

3.1 Eligibility for Federal Funding

The services in this RFA will be conducted through grant agreements using Federal funds (Community Development Block Grant (CDBG) and, as available, some District Funds. The Department will provide a full informational briefing to the awarded grantee(s) about the grant funding source's ongoing administrative and programmatic requirements. Whether grants awarded under this RFA are funded locally or with federal funds, all grants will be managed to the higher standards and requirements whether Federal or District.

Federal regulations have established national objectives requiring all CDBG-funded activities beneficiaries to be at least 51% low- and moderate-income persons or households. The national objective is achieved through "limited clientele benefit"—that is, by verifying the incomes of each beneficiary of the services provided. The applicant must demonstrate that it has the capacity and the intention to verify the household incomes of beneficiaries to meet the national objective of providing benefits to 51% of low- and moderate-income persons.

Client income certification is also an important element of ongoing program activity for many DHCD housing programs. (See Section 3) Applicants should review in detail the federal income requirements for programs, activities, and grantee (sub-recipient) eligibility under the Community Development Block Grant program regulations at 24 CFR 570. 200-210,

- https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-570/subpart-C?toc=1

and HUD Housing Counseling Program Regulations: 24 CFR Part 214,

ps://www.ecfr.gov/current/title-24/subtitle-B/chapter-II/subchapter-B/part-214?toc=1

3.2 Housing Services: Description of Housing Programs and Services

Please Note: Specifications and programmatic requirements may change from time to time during the award period at the discretion of the Department.

The following describes seventeen services in the Housing Counseling Program. These constitute the services for which the Department is seeking Applicants to provide services to DC residents. Applicants should select at least one service for which they are applying; however, the Applicant may select more than one. The Department is not obligated by the Applicant's selection to make an award. Applicants are responsible to demonstrate their capacity in their application to provide the services for which they have applied. Capacity includes staffing patterns including qualifications and experience, other funding resources, case management systems and programmatic activities. Historical data can also be considered in demonstration of organizational capacity. Applicants should be aware of Legal Citations noted throughout this section as well as the references to the Code of Federal Regulations (CFR).

Category A: HOMEOWNERSHIP

A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program
A6: Income Certification for the Property Acquisition and Disposition Division (PADD) Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY

B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B12: Legal Services for Seniors and/or Coop & Condo Associations
B13: Technical Assistance for Coop and Condo Associations
B14: Technical Assistance for Owners of Small Rental Properties

CATEGORY C: TENANTS AND TENANT GROUPS

C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

Each particular service has specific requirements described in the following pages. Applicants are expected to utilize this guidance in the performance of these services.

CATEGORY A: HOMEOWNERSHIP

Legal Citations Governing Program Area in Category A

Applicants to provide services in Category 1 should review in detail the following legal citations governing the District's homeownership programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for homeownership pursuant to the relevant citations.

- Home Purchase Assistance Program: DC Code 42-2601 and 14 DCMR, Chapter 25
- Employer-Assisted Housing Program: DC Code 42-2501 and 14 DCMR, Chapter 36
- Inclusionary Zoning: Legislation Pending, Bill 17-586, 17-618, 17-619

A1: HUD Housing Counseling

This activity is open to applicant organizations which are HUD approved employing one or more HUD certified counselor(s). Such counseling is often (but not exclusively) in the pursuit of homeownership or credit repair and improvement or to improve their housing condition.

Grantees of this service should be familiar with 24 CFR 5.100 and with 24 CFR 214.

Housing counseling is independent expert advice provided by a HUD certified housing counselor (24 CFR Part 214) customized to the needs of the client. It is aimed at addressing housing barriers and providing support to the client to achieve their housing goals. This counseling service must include: (1) intake (2) financial and housing affordability analysis (3) an action plan[2] and (4) follow-up counseling to implement the action plan and achieve its stated goals *(24 CFR 5.100).*

The action plan should identify the steps needed for the client to achieve his/her housing goals. These actionable steps include, but are not limited to, review of the client's credit report with explanations of its meaning and items that impact (or may improve) the credit score, creation of a budget and methodologies to track one's income and spending, debt reduction planning, and savings planning. Follow-up should track the client's progress toward the goals of the action plan. Other programs and services including group educational opportunities may complement the one-on-one counseling with a certified counselor. Counselors, therefore, may appropriately make referrals to programs and services as well as to group educational activities that support and implement the goals of the action plan.

Counseling organizations are required to maintain case files including items 1-4 above as stated in 24 CFR 5.100. It is critical that files with records and case notes be kept in such a way that if a client's counselor is no longer available, either temporarily or permanently, another certified counselor in the organization can understand based on the file the client's circumstances, action plan, progress and where the client is in achieving his/her housing goals.

Organizations providing this service should have working experience with credit counseling and repair, with consumer credit bureaus and consumer credit laws. Ideally, they should be familiar with creditor tactics, liens, judgments, repossessions, and other obstacles to credit improvement.

It is critical for the counseling organization to make efforts to keep the client engaged in the counseling process and such attempts and outreach should be documented in the case file.

In accordance with HUD requirements, counseling organizations may close files if a client does not respond to outreach efforts over 60 days. The last outreach attempt should document that the file will be closed as of a specific date if nothing further is heard from the client. If the client should return to client after the 60 days, a new file should be opened.

[2] Except for reverse mortgage counseling.

Post-purchase follow-up

a) Grantees must continue their counseling relationship with customers once they become homeowners. This follow-up should continue for a period of time after purchase to ensure the homeowner's housing stability.
b) Grantees may make use of post-purchase programs using either their own programming or making referrals to other Grantees who provide such programming (*e.g.* B1 General Home Management and B2 Foreclosure Counseling).
c) If problems arise, it will be the grantee's responsibility to address them quickly as time is of the essence, and to address them as efficiently as possible. Where the District's investment is involved, counseling should include ways to protect the DC investment.
d) When working with clients who have an HPAP deferment period ending, Grantees must provide dedicated counseling services to those borrowers. In particular, grantees will be asked to make an updated assessment of each borrower's financial status regarding the appropriateness of continued deferment.
e) Potential delinquency, or foreclosure prevention, counseling will be provided to any borrower who is experiencing difficulty.
f) If problems continue with these loan clients, this counseling will become a home preservation activity.

A2 8-Hour Homebuyer Education Class (HBE)

This activity is open to applicant organizations which are HUD approved counseling organizations employing one or more Hud certified counselors.

The Department seeks HUD Approved organizations to provide the 8-Hour Homebuyer Class. This is in support of the Department's many programs for which the 8-Hour Homebuyer Class is a requirement, and also for other DC residents who seek to take this class in preparation for homeownership and for their knowledge.

Organizations should take as a serious obligation to conduct this class with knowledge staff (HUD certified counselors). The class is conducted in a traditional in-person setting or in a virtual online setting.

Those who successfully attend and complete the class should be provided with a DHCD certification (in the format approved by the Department) indicating their completion of the class and dated appropriately. Monthly attendance and award of certificates should be reported to the Department monthly. The class should be presented frequently enough to meet programmatic needs of DHCD programs. Class dates should be provided to the Department for inclusion on the DHCD calendar. Presentations should be given by staff, not outside speakers. Grantees are welcome to collaborate in the conduct of these classes.

A3: Intake for DC Homebuyer Programs (HPAP/EAHP/NEAHP)

The Home Purchase Assistance Program (HPAP) is the primary DHCD program for first-time homebuyers. HPAP provides interest-free loans that include closing cost assistance to eligible applicants. Under this program, homebuyers may have the opportunity to purchase houses,

condominiums, or cooperative units in the District. DHCD has additional homeownership programs which are associated with HPAP, and which are targeted to specific populations or geographic areas or may meet specific home buyer needs.

The satellite programs are:

(1) The Employee Assisted Housing Program (EAHP) provides assistance to District of Columbia Government employees, who are first-time homebuyers in the District; and

(2) The Negotiated Employee Assistance Home Purchase Program (NEAHP) provides down payment and closing cost assistance to certain District of Columbia Government employees whose position is covered by specific union collective bargaining agreements.

Wherever the acronym "HPAP" is used, the same applies to the EAHP and NEAHP programs.

Prior to HPAP Application

Clients interested in HPAP assistance who have a pre-approval from a lender, should be assisted with making an application to the HPAP as expeditiously as possible. Those without a pre-approval letter from a lender are required to engage in HUD Housing Counseling (see A1 above) in order that they have the benefit of credit counseling and homeownership preparation. The action plan should include the actionable steps needed to ensure success as a homeowner and to achieve a pre-approval letter from a lender. Once a pre-approval letter has been obtained, the client with the Grantee's assistance should proceed to making their application to HPAP.

Application Process

For grantee organizations, this relationship management function includes working with first-time homebuyers throughout the homeownership application, preparation, purchase, and post-purchase process. Counseling will be focused on low- and moderate-income populations.

Once HUD credit counseling is completed the HPAP process includes:

(Optional) Applicant organizations may conduct pre-purchase seminars which include information and requirements of the HPAP programs. A DHCD Certification should be provided to attendees and recorded with DHCD.

Application Intake includes document collection of those documents needed. These should be collected in person or by means of a secure portal. Email is not considered a secure means for transmission of information which could be used for identity theft or other criminal activity. Drop-off at a staff office to an employee is acceptable.

Once the application package is complete, the organization submits to the appropriate HPAP administrator.

Homebuyer Education (8-hour class) (A DHCD Certification should be provided to 8-hour Homebuyer Education attendees and recorded with DHCD.)

Post-Purchase follow-up (Records of those follow-ups should be maintained by the organization. See Post-purchase in Service A1)

Organizations will be responsible for: (1) the application process, which includes delivery of completed applications to the HPAP Administrators; (2) completion of the application form itself and collection of all required supporting documentation, and (3) maintaining performance and reporting data, and databases as needed by the Department.

A4: Inclusionary Zoning Orientations

Introduction to IZ/ADU Programs:

The District's Inclusionary Zoning (IZ) Program requires a certain percentage of units in a new residential development, or a substantial rehabilitation that expands an existing building, be set aside as affordable units. The goals of this program are to increase the supply of affordable housing for low- and moderate-income households, to support the creation of mixed-income communities, to prevent rising home prices from driving out low- and moderate-income residents, and to leverage the expertise and capacity of the private market to develop affordable housing.

Affordable Dwelling Units (ADUs) are defined as for-sale and for-rent homes that are locally restricted for occupancy by households whose income falls within a certain range and are generally offered at a below-market rate. ADUs are generally produced in exchange for zoning relief, tax incentives, public financing, and/or the right to purchase or lease District-owned land. Specific ADU provisions, such as the affordability period, income limits, and resale restrictions, are set out in deeds, covenants, land disposition agreements, ADU administration plans and other originating documents.

ADU provisions have historically varied from project to project, as each is a result of a unique negotiation or project approval. However, ADU restrictions are becoming more standardized and more similar to standard IZ requirements.

Organization roles and responsibilities:
Provide mandatory IZ Orientation. The department's PowerPoint presentation must be utilized. Presentation and answers to participants' questions must conform to agency guidelines.

DHCD seeks organizations which will provide programmatic rental and homeownership counseling services in support of both of the above programs. Information about these

programs is available through DC Housing Search https://www.dchousingsearch.org , counselors will be required to utilize DC Housing Search, and train potential customers in how to search for affordable housing through DC Housing Search.

Grantees will be required to become familiar with the program requirements and procedures, as required by DHCD. In the last few fiscal years, the IZ program has produced approximately 400 new affordable units each year.

Orientation:
In particular, organizations are required to conduct IZ Orientations to help residents to be familiar with all programmatic requirements for the IZ program.

Organizations must conduct and coordinate this mandatory orientation session in a traditional and virtual classroom settings. They must provide interested applicants/residents with the relevant terms of the program, including next steps and other information as required by DHCD.
DHCD currently provides standard slides and certificate templates to use for this orientation and will provide training to grantees.

Completion of this orientation class is mandatory before an individual may register for the IZ program and individuals must renew registration every two (2) years to remain on the IZ registration list.

The class must be conducted at least monthly beginning within 30 days after the grantee's application is approved. Coordination of this class will include publishing upcoming class dates, accepting reservations via phone, email, or other method, allowing walk-ins if space is available, providing attendees with a certificate of completion (in a format approved by DHCD) upon completion of the class and providing at least monthly attendee data to DHCD. It will also include ensuring that attendees receive all required training materials, and shall be presented by grantee staff, not outside speakers.

Grantees must train program participants in the terms and specifics of the IZ and ADU Programs (training guidance will be provided by DHCD) and provide additional pre and post homebuyer education training.

Grantees must also provide data to DHCD on a regular basis as determined and requested by DHCD, including but not limited to the names and contact details for individuals who have received a DHCD certificate and the number of attendees at IZ orientations.

A5: Income Certifications for the IZ/ADU Units Programs

The agency seeks two organizations to provide income certifications for participants in the Inclusionary Zoning and Affordable Dwelling Units programs. Income certifications are expected to be conducted under a uniform process prescribed by DHCD and following HUD Part 5. DHCD has established requirements for approving Certifying Entities, including

specific IZ and ADU training.

Grantees are expected to become Certifying Entities pursuant to DHCD requirements. Grantee organizations will be required to ensure that program participants understand that income and occupancy restrictions apply to their IZ units and ADUs. Grantees will also be expected to complete income certifications for newly selected households and for renewing tenants. Grantees will be working closely with individuals, property management/leasing staff, sales agents and DHCD. DHCD will provide the necessary forms and procedures, but Grantees will collect the necessary paperwork from individuals and complete the income and household size verification process. Upon successful certifications, Grantees will notify DHCD and the sales/leasing staff.

Such restrictions may include but would not be limited to: (1) the specific affordability period, (2) conditions for, or prohibitions against, subleasing, and (3) resale restrictions. Ongoing outreach and assistance to occupants of IZ units and ADU is required in the areas of programmatic requirements and homeownership counseling.

A6: Income Certification for PADD Applicants

The Property Acquisition and Disposition Division (PADD) encourages vacant and/or abandoned property owners to rehabilitate and/or occupy their properties. PADD acquires vacant, abandoned, and deteriorated properties through negotiated friendly sale, eminent domain, donation, or tax sale foreclosure, when owners are unwilling or unable to maintain their properties. PADD also disposes of properties in inventory by selling them to individuals or developers to be rehabilitated into high-quality affordable and market-rate single-family and/ or multi-family for-sale or rental housing in District neighborhoods.

For DHCD, the activities of this Division create affordable homeownership and rental opportunities for low- and moderate-income households. Grantees must counsel these households as they qualify for and occupy these new homeownership and rental units. DHCD seeks one or more organizations which will provide counseling or training services for affordable units made available through PADD.

Because PADD units are not produced through a traditional homebuyer program, an intensive marketing and outreach effort to our target population will be required of grantees. Counseling services will also involve conducting income certifications and re-certifications for purposes of admission and continuing participation in this program. Income certifications are expected to be conducted under a uniform process prescribed by the Department. For PADD, grantees must ensure that program participants understand that income, or occupancy, restrictions apply to their unit. Such restrictions may include but would not be limited to: (1) the specific affordability period; (2) conditions for, or prohibitions against, subleasing; (3) potential rent increases; and (4) resale restrictions. The specific unit covenant

terms will be communicated to stakeholders by the Department, but grantees must facilitate communication with stakeholders.

A7: Public Services: General Coaching and Information

Public Services may be undertaken by Applicants which have not yet obtained HUD Approval and may not employ a HUD certified housing counselors. (HUD Approved organizations who are applying for A1 or A2 do not need to apply for this service, since they are able to provide these Public Service activities in connection with their other lines of services.

These activities are frequent but not exclusively in a group setting. These may be virtual or in-person, as long as an in-person option is provided. Grantees may utilize Homebuyer Clubs as an effective tool for keeping clients engaged in homebuyer preparation when a long-term period is needed for better positioning to be a first-time buyer.

They may include group trainings on understanding credit and credit reports and involve savings programs.

Public service staff are required to train clients to utilize available tools, such as DC Housing Search https://www.dchousingsearch.org to locate affordable housing for sale and for rent.

CATEGORY B: COUNSELING AND TRAINING FOR HOME PRESERVATION

B8: General Home Management (Post-Purchase Non-Delinquent)

Post-purchase counseling is essential for Homeowners who have purchased their homes, are not delinquent in their mortgage payments and would like to remain successful by creating a realistic financial plan to avoid financial pitfalls and protect and retain their homeownership. Post-purchase counseling is essential to understand local post-purchase behavior, especially low-moderate income homeowners, that can be supported by education and supportive programs to ensure recent homeowners understand what to do in the event of hardships. Organizations that provide post-purchase counseling sessions and education workshops will ensure their topics consist of the following:

1. Prepare a maintenance plan for major household systems and repair strategies.
2. Emergency preparedness plan to assist client in case of disaster.
3. Understand consequences of not paying taxes, HOA payments or community assessments.
4. Explain the benefits of establishing an emergency fund and retirement or tax-incentivized accounts.
5. Provide knowledge of home improvement financing options like HELOCs and give counsel on how to apply for additional financing to renovate property.

6. Access the client's understanding of the process of refinancing the home and incurring more debt.

This counseling activity may include, but not be limited to, appliance warranty disputes, contractor disputes, disputes with mortgagors, will and estate issues, including transfer-on-death deeds, etc. In this service, grantees must serve as advisor-educators and are prohibited from giving legal advice. Grantee activities should focus on low—and moderate-income populations.

B9: Foreclosure Counseling

Homeowners who are delinquent in loan payments (as well as those in danger of delinquency) need to know what options are available to them. Similarly, those in foreclosure need to know their options and resources that may assist them, especially if available legal services are available.

Organizations are required to provide foreclosure prevention counseling that helps homeowners at risk understand the foreclosure process in Washington, DC, determine their legal rights and identify options to avoid foreclosure.
Organizations will assist struggling homeowners with loss mitigation, communicate with mortgage servicers and provide services such as the following:

1. Provide advice and coaching to assist clients with creating a budget based on financial goals. Assess the current financial situation and develop short and long-term strategies to reduce expenses and debt to achieve client goals.
2. Explain loss mitigation. Explain the requirements of a loss mitigation package and evaluate the client's loss mitigation options for FHA and non-FHA loans.
3. Provide examples of mortgage default scams and ways to avoid being a victim.
4. Explain the consequences and costs associated with a foreclosure, short sale, or deed-in-lieu.
5. Explain the foreclosure timeline and devise a plan if the client is unable to stay in the home and assist the client in mortgage default recovery. Demonstrate the impact of a mortgage default.
6. Work with displaced residents seeking referrals for housing.

Grantees work with homeowners who are delinquent in their mortgage payments, or who are in foreclosure, or in post-foreclosure. These counseling services are also offered to owners of multi-family properties, and ownership associations. This counseling serves as a central element of DHCD's overall foreclosure prevention strategy.

It is critical to address the District's foreclosure crisis. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Grantees also work with the Department of Insurance Securities and Banking (DISB) to protect clients against scam operations that prey upon residents who are subject to foreclosure. Grantee organizations extract data for outreach and targeting efforts from the Office of the Recorder of Deeds, which provides a listing of all official foreclosures in the

District on a weekly basis. DHCD seeks one or more organizations that will provide foreclosure counseling services which include, but may not be limited to, all of the above-described foreclosure prevention activities.

For grantees, this counseling function means working with troubled homeowners, utilizing all foreclosure prevention or mitigation tools available, and if necessary, working with customers throughout their foreclosure or post-foreclosure process. Grantees must provide full assistance and advice to troubled homeowners. Grantees will be responsible for: (1) assessing the homeowner's circumstances, (2) educating the homeowner about the full implications of mortgage delinquency and foreclosure (3) exploring and providing options of action for the homeowner (4) providing tools or alternative support that may further assist the homeowner (5) developing and executing a best action plan for either saving the home or undertaking the best course for the homeowner, and (6) tracking the results of their counseling efforts. In addition, grantees will provide ongoing performance and reporting data and databases maintained.

Post-Foreclosure Counseling: It is critical that grantees continue their counseling relationship with customers, even if the home cannot be saved. Grantees must follow up with troubled homeowners for a period of time after any action plan has been executed. If the home has not been saved, counseling should be made available, and if necessary, referral to other needed services. If the home has been saved, counseling follow-up is also necessary to ensure that the ongoing action plan is being properly implemented. If more problems arise, it will be the grantee's responsibility to address them as quickly and as efficiently as possible.

With the passage of the Saving DC Homes from Foreclosure Emergency Amendment Act of 2010, troubled or delinquent District homeowners have the right to engage in mediation prior to foreclosure. As a result, DHCD requires grantees to provide counseling related to this mediation process.

Grantees must be familiar with the Law, its regulations, and the mediation process which has been implemented by the Mediation Administrator at the DC Department of Insurance, Securities, and Banking. Grantees must educate troubled homeowners in the decision factors related to mediation election, and, if necessary, prepare them for mediation. In some cases, counselors may be asked to accompany, or represent, troubled homeowners in the mediation process. Grantees must ensure that all customers who elect mediation complete and submit proper documentation in a timely manner. Grantees must ensure that the best interests of troubled borrowers are protected throughout the mediation process. Finally, DHCD expects grantees to follow-up after the mediation process is complete to ensure that any final mediation agreement is properly implemented.

B10: Eviction Counseling

Applicants who have HUD certified counselors or NeighborWorks America foreclosure certified counselors may offer this service. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Training should also include knowledge of laws and legal procedures governing eviction.

Eviction has long created housing instability for renters, and especially among low- and moderate-income households. For those at the lower end of the economic scale, eviction has caused not only housing instability but also employment insecurity and homelessness. Studies have shown that lack of access to legal representation has resulted in markedly different and detrimental outcomes as compared to renters who have legal representation. After legal representation, the next most effective range of services includes alternative dispute resolution (or mediation), knowledge and guidance in court navigation, and effective management of legal and tenant-landlord documents. In addition to housing instability, eviction also has credit impact for the tenant.

It is critical to provide those in danger of eviction with counseling to make informed decisions. This includes access whenever possible access to legal services. Also, appropriate training includes information about tenants' rights and obligations, the credit impact of eviction, use of payment plan agreements, understanding of court processes and procedures, and access to alternatives to court procedures. When tenancy is lost, counseling for housing alternatives is needed and a path forward to credit repair.

B11: Single-Family Residential Rehabilitation Program

The Single-Family Residential Rehabilitation Program (SFRRP) administers grants to District homeowners for roof repairs and for modifications to eliminate barriers to accessibility for persons with mobility or other physical impairments. Projects approved for SFRRP require a covenant on the property to protect the District's funding of the project.
DHCD seeks one or more organizations which will provide application intake services to SFRRP applicants throughout the grant process.

> **Mandatory Counselor Intake Training:** Grantees for this line of service are required to attend training with the SFRRP team in September to be introduced to updated aspects of the SFRRP for FY25. It is critical that the grantee have a solid understanding of the updated program and the requirements for applications. Therefore, the September training is mandatory for SFRRP intake counselors.
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> **Application Period:** Applications for SFRRP will only be taken between October 1, 2024, and December 31, 2024. To be considered applications during this period must be complete. Lack of required documentation or information will not "hold a place" in the program if not provided before the December 31, 2024. The Department at its sole discretion reserves the right to close the program prior to the deadline if funding is depleted or no longer available.

Information Session for Applicants: The Department will provide Grantees with a PowerPoint presentation outlining the program and its requirements. Intake counselors are required to use this presentation with all potential applicants either in a group sessions (such as an Orientation) or in a one-on-one session with the potential applicant.

Grantee's and Counselor's Responsibilities: (1) use the Department PowerPoint presentation to present the program to potential applicants, answering questions from residents interested in the program; (2) complete the application document and collection of **all required** supporting documentation *(incomplete applications will not be accepted)*; (3) post-application and post-grant support; and (4) providing performance and reporting data as required.

45 Day Period: It is critical that no application be uploaded in the SFRRP portal unless it is complete with all required documents and intake form completed. If an incomplete application is uploaded in the portal, the SFRRP staff will notify the counselor and the applicant that the application cannot be accepted. The notification state that what is complete and state the **applicant has 45 days** to provide the requested information including documents. After 45 days if the application remains incomplete, the application will be closed as incomplete for funding.

Application Portal: Counselors will need to provide their name and contact information (e.g. email) when uploading in case SFRRP program staff need to follow up.

Legal Citations Governing Program Area for Category B:

Applicants to provide any service in Category B should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

- Lead Safe Washington 24 CFR, Part 35, 24 CFR, Part 85.37, Section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992
- Single Family Rehabilitation 14 DCMR, Chapter 28 First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
- Saving DC Homes from Foreclosure Emergency Amendment Act of 2010 (DC Act 18-635; 57 DCR 12404)

B12: Legal Services for Homeowners and/or Coop & Condo Associations

The Department seeks organizations to provide legal services to provide one or both of the services noted below. Grantees will conduct outreach to low- and moderate-income populations in need of these services.

- Legal Services to Seniors
  Seniors who are homeowners can be assisted by the Applicant to have legal services to assist Seniors to avoid housing instability or the loss of ownership of their home. In addition to their own attorney staff, Applicants may seek *pro bono* services from other members of the Bar.

- Legal Services to Coop-Condo Associations
  Legal services may be provided to Cooperatives and/or Condominiums ("Associations") to ensure housing stability. If Associations have problems in areas of legal entity status, required legal or financial filings, compliance issues, risk management concerns, board and member training, best legal practices, and collection of association fees (to name of few), such issues may threaten the member's housing stability, and the owners' (or members') investment in their properties. Selected applicants will provide legal services to Associations in low- and moderate-income census blocks to mitigate these concerns, to preserve housing stability of owners and to ensure well-functioning Associations and Boards.

B13: Technical Assistance for Coop and Condo Associations

The Department seeks one or more organizations to provide technical assistance to Associations. The situation many Associations may face is a need for training in best practices of Association management. Training in best practices and frequently encountered problem situations may be offered by the grantee not only to the Association Board but also to the owners in the Association. Association boards and their member owners frequently face issues of association fees not being paid, lack of income to fund reserves, special projects that would require a special assessment, and decisions of taking court action or being the defendant in a court action. These are just a few of the legal issues which may arise for the Association, in addition to the more routine matters of by-laws and required legal documents for the operation of the Association.

B14: Technical Assistance for Landlords of Small Rental Properties

Landlords of small rental properties face enormous challenges. They frequently lack the staff and the resources of large multi-family properties to deal with the many details of operations and asset management. Small unit properties cannot readily absorb mistakes or challenges.

In a ten-unit property, one vacancy is a 10% vacancy rate, while one unit in a 100-unit property is 1% vacancy rate. Yet, small unit properties are often the affordable renter properties. To preserve this housing stock as an affordable option, DHCD seeks grantees to provide Technical Support to Owners of Small Unit Properties (of 30 units or less).

Services can be provided through group training as well as through one-on-one counseling. Like many small business owners, owners can often benefit from a better understanding of accounting practices and financial statements (balance sheet, income statement, cash flow report). Knowledge of financing options is another common to many business owners. Topics such as these are particularly suitable to the needs of owners.

1. **Property Management Software**: Landlords often need help selecting and implementing property management software to track rent payments, maintenance requests, tenant information, and other critical operational data.

2. **Legal Compliance**: Guidance on navigating complex local, state, and federal housing laws and regulations related to fair housing, security deposits, evictions, and other landlord-tenant issues.

3. **Financial Management**: Guidance with accounting, tax preparation, and financial planning specific to rental property ownership and operations.

4. **Maintenance and Repairs**: Access to vetted contractors, tradespeople, and service providers to handle property maintenance, repairs, and upgrades in a timely and cost-effective manner.

5. **Tenant Screening and Selection**: Guidance and best practices with tenant screening processes, background checks, and selecting responsible renters to minimize vacancies and evictions.

6. **Marketing and Leasing**: Help with listing vacant units, advertising, showing properties, and executing leases to keep units occupied.

7. **Emergency Response**: Guidance on developing emergency plans and protocols to address unexpected events like natural disasters, property damage, or tenant issues.

8. **Asset Management Issues**: The ratios and metrics of asset management for multi-family properties provide a helpful guide to best practices. For example: Many landlords are unaware of the effect that certain metrics have in their properties. Slow "Make-Ready" times, refers to the length of time it takes to prepare an apartment to be shown to prospective tenants. Similarly, "turn time" refers to the times it takes to find a renter and receive the first month's rent. Slow turn times are also a drain on resources. When there are slow "make ready" and slow "turn times" the combined effect can be detrimental for the property's future. High turn-over rates among renters is another draw on the income. Other issues and topics include: What to do when you have a tenant who is not paying rent? What are the alternatives to eviction? How do the Court work? Are there pre-eviction resources? What legal services are available to the owner?

CATEGORY C: TENANTS AND TENANT GROUPS: SERVICES RELATIVE TO Tenants Opportunity to Purchase Act, Rental Conversion and Sale Division, and Rental Accommodations Division

The DC Tenants Opportunity to Purchase Act (TOPA) seeks to protect tenants and tenant groups from displacement due to sale of the property. The law allows tenants to purchase their apartment building. Tenants have the choice of maintaining the apartments for rent or converting to cooperatives or condominiums. DHCD seeks to preserve affordable housing in the District and limit displacement of low- and moderate-income households. For groups that choose coop or condo conversion, this provides a path to homeownership.

DHCD provides both financial assistance and technical assistance, as well as specialized organizational and development services, for tenant groups who are pursuing the purchase of their apartment buildings. Through DHCD's Development Finance Division, organized tenant associations may be provided with seed money, earnest money deposits, and acquisition and/or rehabilitation assistance. After acquisition and rehabilitation, DHCD also provides ongoing Board training and property management support to the newly formed cooperative or condominium Boards.

C15: TOPA: Pre-purchase Training

DHCD seeks one or more organizations which will provide pre-acquisition organizational and developmental counseling and training to tenant groups or tenant associations in support of their intent to purchase their building. These tenant groups must be preliminarily qualified as eligible for DHCD's Tenant Purchase Technical Assistance program. Grantees must provide the following services to tenant groups:

a) establishment of a tenant association.
b) selection and appropriate training of Board members.
c) training of captains (court, building and floor).
d) training in roles and functions of committee members; (5) training tenant groups in detail about the building purchase process.
e) training tenant associations in property management techniques.
f) provide training to the tenant association on each type of ownership; and conducting surveys of tenant associations to determine the appropriate form of ownership for their building (cooperative or condominium).

It is critical that Grantees in this service maintain an outreach to educate and inform low- and moderate-income tenants about their rights and opportunities provided by TOPA. Grantees are encouraged to make this a central aspects of their marketing plan, and to create

opportunities as well as avail themselves of opportunities to participate in educational outlets to reach tenants. Collaboration with other Grantees in this or similar service lines is encouraged. Grantees should participate in DHCD when and as those opportunities for outreach are available.

While training the tenant association, the grantee must be able to prepare and submit appropriate documentation required in the purchase process, including but not limited to tenant profiles and feasibility analyses, response to Notice of Sale of Building, preliminary development, acquisition, and rehabilitation plans, and operational plans.

The grantees must have skill and experience in negotiating the lease or purchase of the building. In addition, grantees must assist tenant groups in procurement related to the development, purchase, and rehabilitation process, including but not limited to attorneys, architects, engineers, financial and developmental consultants, private developers, appraisers, and property managers.

C16: TOPA: Post-Purchase Training

DHCD seeks one or more organizations which will provide ongoing post-acquisition counseling services which include property management and Board training for properties which have been purchased and/or rehabilitated with financial assistance from the DHCD Development Finance Division's First Right Purchase program. Generally, these are multi-family properties that have been purchased through limited equity cooperative agreements or condominium purchases. Therefore, non-profit Board training and development skill and/or experience, as well as multi-family property management skills are critical to providing effective counseling services. Services to be provided under this activity may include, but are not limited to:

a) establishing standards of evaluation for each participant's financial status and leadership capacity.
b) conducting annual management reviews of all Boards, oversee election and
c) training of new Board members.
d) assisting in the establishment of appropriate arrangements with required service providers such as exterminators, garbage collectors, landscapers, etc.
e) assisting in capital management planning and a stabilization plan for rehabilitation and/or refinancing.
f) tracking property vacancies and reviewing new applications for membership.
g) establishing and reviewing membership guidelines.
h) technical assistance in accounting, budgeting, and the preparation of financial statements for long-term financial viability.
i) providing Board of Directors with training as appropriate; and

j) other required management and support duties. Grantees will assist the condominium or cooperative in developing a budget for the overall management and carrying costs of the property.

Grantees will assist the Board and membership in all aspects of management, such as completion of the audit, Fair Housing issues, required individual, property, and Board insurance, taxes, the role of Board officers, evaluation of monthly financial performance, training on lender compliance, i.e. loan payments, income requirements. DHCD will likely negotiate assignment of specific properties to grantees for this service.

Legal Citations Governing Program Area in Category C:

Applicants to provide any service in Category C should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
Tenant Purchase Technical Assistance Program DC Code 42-3404.02
Rental Housing Conversion and Sale Act of 1980, as amended (DC Code 42-3401.01 et. seq.) (Also known as the Tenant Opportunity to Purchase Act or "TOPA")

C17: Services for Tenants and Tenant Organizations
(in partnership with Housing Regulation Administration, Rental Accommodation Division, Rental Conversion and Sale Division).

Activities under this service will supplement and enhance the services provided by DHCD's Housing Regulation Administration (HRA), which includes the Rental Accommodations Division (RAD) and the Rental Conversion and Sale Division (CASD).

RAD administers the Rental Housing Act of 1985 (D.C. Official Code § 42-3501.01 et seq.) which regulates residential rental housing registration and the rent stabilization program (commonly known as rent control). RAD oversees rent adjustment procedures, processes notices to vacate, reviews tenant petitions prior to adjudication by the Office of Administrative Hearings and adjudicates most types of landlord petitions. RAD also proposes rules and regulations for administration of the Rental Housing Act for review and publication by the Rental Housing Commission.

CASD administers the Rental Housing Conversion and Sale Act of 1980 (D.C. Official Code § 42- 3401.01 et seq.) which regulates the sale or transfer of ownership interests under the

Tenant Opportunity to Purchase Act of 1980 (TOPA) (D.C. Official Code § 42-3401.01 et seq.), the conversion of use of rental housing to condominium or cooperative ownership and residential condominium formation and registration under the Condominium Act of 1976 (D.C. Official Code § 42-1901.01 et seq.). Further, CASD administers a Housing Assistance Payment program (HAP), under which tenants may be eligible for rent assistance if they are displaced due to the conversion of use of their apartment building to condominium or cooperative ownership.

CASD also proposes rules and regulations for administration of the Rental Housing Conversion and Sale Act of 1980.

DHCD seeks one or more organizations which will support RAD and CASD operations by providing counseling and tenant education services to tenants and tenant groups. Grantees must provide counseling and training assistance to tenants and tenant organizations regarding the District's rental housing laws and tenant and landlord rights and responsibilities.

For CASD, grantee organizations must provide counseling and training concerning: (1) tenants' TOPA rights when a landlord intends to sell, demolish, or discontinue rental housing use; (2) transfers of rental housing ownership or economic interests; (3) assisting tenants or tenant organizations in exercising their right to purchase; (4) informing tenants or tenant organizations relating to partner-investors and assigning TOPA rights; (5) conversion of use from rental housing to condominium or cooperative ownership by tenant elections, or conversion in lieu of tenant elections; (6) the Housing Assistance Payment program and relocation assistance; (7) tenant organization formation, incorporation, and registration; (8) protections for elderly or disabled tenants; (9) coercive or retaliatory activities; (10) tenant rights when rental housing is in foreclosure; (11) notices of intent to convert use from rental housing to condominium or cooperative ownership; and (12) relocation counseling for displaced tenants.

For RAD, service providers must demonstrate the ability to counsel and train tenants and tenant organizations on rent control provisions including properties that are regulated by or exempted/excluded from rent stabilization under the Rental Housing Act:

1) petition- based and annual rent increases.
2) executing and filing tenant petitions.
3) responding to landlord petitions.
4) protections for elderly and disabled tenants.
5) RAD's conciliation services.
6) notices to vacate and eviction procedures.
7) disclosures to tenants.
8) changes and decreases in services and facilities.

9) learning about and securing enforcement of housing condition regulations.
10) security deposits.
11) understanding lease provisions.
12) rent increases if a property is not under rent control.
13) appealing decisions of the Rent Administrator or the Office of Administrative Hearings; and
14) relocation counseling for displaced tenants. Note: Advocacy on behalf of tenant groups, or tenant rights assignees– including, but not limited to, legal advice or advocacy on tenants or tenant organizations' behalf in negotiations with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators, and not as advocacy groups. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns, or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a grantee is to ensure that tenants understand all available options.

Direct Counseling to Tenants and Tenant Groups: tenant counseling services will be designed to educate tenants in privately-owned properties about their legal rights and opportunities. This service is to be provided to tenants and tenant groups which are not subject to foreclosure and have not selected to exercise their Opportunity to Purchase Rights and/or Right of First Refusal under TOPA. It also includes providing other services and tenant education, which may not fall into the categories of services outlined above, such as eviction counseling, relocation counseling, apartment search, or apartment management.

DHCD seeks one or more organizations with the capacity to bring a range of resources to prevent involuntary displacement and to provide opportunities for continued affordable rental housing. Grantees must provide counseling services to tenants and tenant groups which include, but are not limited to: (1) outreach to tenant groups upon notice of one-year potential for subsidy expiration; (2) technical assistance in negotiations between owners and HUD relative to the renewal of federal subsidy contracts; (3) counseling for tenants in buildings where the subsidy will be lost and the tenant(s) must move; (4) counseling for tenants who are behind in their rent on best-action options; and (5) appropriately referring tenants who are in landlord/tenant disputes to all available resources. Grantees must also conduct research using the many databases and research tools available to identify properties that have a critical need for counseling assistance, including but not limited to DCHousingsearch.org. Note: Advocacy on behalf of tenant groups or tenants' rights assignee –including, but not limited to, legal advice or advocacy on tenants or tenant organizations behalf in negotiations

with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators and not as tenant advocates. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a prospective grantee is to ensure that tenants understand all available options.

Additional Legal Citations Governing Programs in Category C.

Applicants to provide any service in this Category and should review in detail the legal citations governing DHCD's rental accommodation functions:
(1) the Rental Housing Act of 1985, D.C. Official Code § 42-3501 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapters 38-44.
(2) the Rental Housing Conversion and Sale Act of 1980, D.C. Official Code § 42-3401 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapter 47.
(3) the Condominium Act of 1976, D.C.

Official Code § 42-1901 et seq.; (4) D.C. Official Code § 42-1901 et seq.; (5) the First Right to Purchase Program, title 14 of the District of Columbia Municipal Regulation, chapter 2700; and (6) Housing Conditions, Title 14 of the District of Columbia Municipal Regulations, Chapters 1-15. Submission of an application relevant to these services presumes that the applicant intends to meet all requirements to provide counseling to tenants and tenant groups pursuant to these above referenced citations.

3.3 Geographic Distribution of Services

The Department's decision to select one or more grantees to provide services will be influenced by the potential geographical distribution of service among the qualified applications received. Applicants can designate their proposed service areas in the District based on their by-laws, Board policies, etc. However, the Department reserves the right to designate any service areas it deems appropriate or necessary in making awards and negotiating grant terms. In reviewing the applicant pool, the Department's priority will be to ensure that excellent affordable housing counseling and training services are provided to all low- and moderate-income citizens of the District of Columbia. The Department will seek to bring parity in the quality of all housing services provided for all areas of the District through the award and ongoing management of these grants.

3.4 Marketing and Outreach

Marketing Plan to be submitted: Marketing and outreach are critical aspects of the grant's work. Grantees' efforts ensure these programs and services' success and desired impact. No Grantee or service is exempt from this requirement. Applicants must submit a detailed marketing and outreach plan for the services they are applying for. The plan should be detailed and not assume an understanding that has not been stated. Marketing should be included in the proposed budget and work plan.

DHCD will review and approve the marketing plan. In accordance with agency policy, marketing activities should highlight partnerships with and funding by DHCD.

Aspects of Marketing and Outreach to be considered:

- Continuous and consistent marketing and outreach are essential to achieving these services' objectives and maximizing public awareness of DHCD housing programs.
- Because of DHCD's diverse target population, grantees must utilize various marketing tools.
- Grantees are responsible for distributing DHCD program materials at community forums, public events, homeownership meetings, and fairs. Marketing and outreach may include but are not limited to, websites, email blasts, blogs, listservs, Twitter, Facebook, YouTube, Hope Hotline, flyers, door-to-door visits, community meetings, use of cable television (Channel 16), and public service announcements.

Coordinated with the Department: The grantee's marketing and outreach must be coordinated with DHCD. Grantees are expected to continually assess the success and impact of their marketing efforts to identify the most effective and efficient ways of reaching low– and moderate-income populations.

Participation in Department Marketing Activities: As required by DHCD, Grantees must participate in public activities and events related to housing opportunities. These may include but are not limited to tabling at events, participating in panel discussions, and providing speakers to groups, agencies, or organizations that request them.

DHCD Acknowledgement: Grantees must always acknowledge such housing assistance activities as Department of Housing and Community Development programs in any distributed print or electronic materials. DHCD must approve all such materials before distribution.

Use of DHCD Logo: All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or entirely, by the Department.

1. The written or printed materials must include the authorized DHCD logo.
2. Written or printed materials include, but are not limited to, newspaper, radio, and television announcements or advertisements. Websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.

4. The grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to the Grantee.
5. The grantee must provide copies of all marketing materials, brochures, flyers, and other materials that publicize grant-funded activities to the Grantor via email at dhcd.occo@dc.gov
6. The grantee shall publicize as appropriate to its constituency through social media, print, and online postings, DHCD communications, and events related to Grant-supported activities.

Diversity and Language Access in Marketing: Grantees must demonstrate the capability to effectively serve and communicate with the District's various non-English speaking and special needs populations. This means that marketing and outreach materials must be made available in multiple languages and media based on the needs of those populations. The grantee must demonstrate its intent and capability to comply with the District's Language Access Law. In addition, grantees must demonstrate the availability of appropriate staffing to ensure compliance with the District's Language Access Law.

3.5 Focus Areas and Neighborhood Revitalization Strategy Areas (NRSA)

DHCD has identified specific areas of the District as "Focus Areas." These Areas represent areas where the District has invested in funding to create and preserve affordable housing. Focus Areas follow main routes through the District and their associated neighborhoods. In many cases, business owners are centered on these major routes, while resident services will be seen as more appropriate for those in the communities. Applicants must ensure services are delivered to low- and moderate-income households or areas as part of their program (Housing Services, Small Business Technical Assistance, Façade Improvement). This is a CDBG requirement.

- For Housing Counseling applicants, these Focus Areas should be used to plan outreach activities to inform residents of their services.
- For SBTA and Façade grantees, the Focus Areas define the geographical areas of the District in which they will provide services. In this latter case, the Focus Areas define not only their outreach area but also their service area.

NRSAs Targeting East of the River

The Department obtained the HUD designation for the Neighborhood Revitalization Strategy Area (NRSA) for the Focus Areas in Wards 7 and 8. DHCD has designated areas of Historic Anacostia in the city's Southeast and Far Northeast communities as Neighborhood Revitalization Strategy Areas (NRSAs). This designation will allow the city to target Community Development Block Grant (CDBG) funding that supports economic and community revitalization efforts. These include Martin Luther King Jr Avenue, Marion Barry Avenue, Minnesota Avenue, and Benning Road. However, all areas of Ward 7 and Ward 8 remain the focus of the grantee's work and outreach.

For communities outside of the NRSA areas, DHCD has designated Focus Areas throughout the District. Applicants are encouraged to partner with other community-based organizations. This collaboration can include cross-disciplinary collaboration. For example, a Façade grantee may partner with an SBTA grantee to provide business owners various services encompassing both disciplines. Housing service grantees may partner to promote or provide services one grantee offers, but another may not. The key to collaboration is an outlook of being partners, not competitors.

The following is a list of the Focus Areas and some of their associated neighborhoods. The outreach plans can include other nearby neighborhoods, mindful of the low-income requirements. Each applicant is asked to select one or more Focus Areas for their application. Please note that this is a minimum, and applicants may choose more than three. Applicants will be asked to provide reporting on outreach activities.

The following is a list of the Focus Areas outreach plans, mindful of the low and income requirements.

Focus Areas/Neighborhoods

- **16th St NW Corridor** near the intersection with Havard St NW (Columbia Heights) in Ward 1
- **Georgia Ave and New Hampshire Ave NW Corridor** (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- **Rhode Island Ave and South Dakota Ave NE Corridor** (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 4 and Ward 5
- **M Street and South Capitol Streets SW Corridor** (Greenleaf and Waterfront) in Ward 6
- **Benning Road and Florida Ave NE Corridor** (NoMa/Ivy City/Trinidad) in Ward 5 and Ward 6
- **Minnesota Ave and Benning Rd NE Corridor** (Benning, Greenway) in Ward 7
- **Pennsylvania Ave and Minnesota Aves SE Corridor** (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- **East Capitol and Benning Rd Corridor** (Capitol View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- **Marion Barry Ave and Martin Luther King Aves SE Corridor** (Historic Anacostia, Fairlawn, Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- **Marion Barry Ave and Alabama Aves Corridor** (Skyland, Woodland, Garfield Heights) in Ward 8
- **Martin Luther King Ave and Alabama Ave Corridor** (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- **South Capital St and Chesapeake St SE Corridor** (Bellevue, Washington Highlands) in Ward 8

FY25 Housing Counseling Services Workplan

Organization Name:
Grant Number:

Performance Period: 2/1/2025 to 09/30/2025

RFA Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	NRSA Ward 7 & 8 All Services	Total
A1	HUD Housing Counseling	30	Number of First Time Homebuyers Purchasing Homes	Public Service or NRSA	$46,000.00	$140,784.44	$0.00	$186,784.44
A1		500	Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		700	Number of 1:1 Counseling Sessions (Budget & Credit)					
A1		300	Number of unduplicated households					
A1		400	Number of 1:1 Homebuyer Counseling Sessions					
A1		200	Number of unduplicated households					
A2	8-Hour Homebuyer Class	8	Number of 8-hour Homebuyer Educations Classes	Public Service or NRSA	$45,000.00	$0.00	$0.00	$45,000.00
A2		250	Number of Attendees of 8-hour Homebuyer Classes					
A2		250	Number of DHCD Certificates Issued					
A3	HPAP (EAHP/NEAHP)	40	Number of HPAP Pre Purchase Orientations conducted	Non-Public Service or NRSA	$56,000.00	$115,000.00	$0.00	$171,000.00
A3	(NPS ONLY)	500	Number of Attendees at HPAP Orientations					
A3		50	Number of Files submitted to HPAP Administrators					
A3		150	Number of 1:1 HPAP Counseling Sessions					
A3		50	Number of unduplicated households					
A4	IZ/ADU Orientations	40	Number of IZ Orientations Conducted	Public Service or NRSA	$60,810.56	$0.00	$0.00	$60,810.56
A4		800	Number of Attendees at IZ Orientations					
A4		800	Number of DHCD Certificates issued					
A5	IZ/ADU Income Certifications	600	Number of IZ/ADU Income Cetifications completed	Public Service or NRSA	$415,000.00	$0.00	$0.00	$415,000.00
A6	PADD	6	Number of PADD group training/coaching	Public Service or NRSA	$29,000.00	$0.00	$0.00	$29,000.00
A6		45	Number of Attendees at PADD group training					
A6		0	Number of 1:1 PADD sessions (if applicable)					
A6		5	Number of unduplicated households receiving 1:1 PADD sessions					
A6		5	Number of PADD Income Certifications					
A7	General Housing Services & Information (Group Training)	8	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)	Public Service or NRSA	$24,000.00	$0.00	$65,000.00	$89,000.00
A7		70	Number of Attendees at Financial Literacy Trainings					
A7		0	Number of Homebuyer Clubs Meetings					
A7		0	Total of Attendees at Homebuer Club Meetings					
A7		0	Number of group trainings or workshops not reported in other categories					
A7		0	Number of Attendes at group trainings or workshops not reported in other categories					
B10	Eviction Counseling	35	Number of Eviction workshops	Public Service or NRSA	$46,000.00	$59,405.00	$70,000.00	$175,405.00
B10		200	Number of Attendees at Eviction workshops					
B10		270	1:1 Eviction Counseling					
B10		90	Unduplciated households 1:1 Eviction Counseling					
B10		40	Number referred to Attorney(s) for Legal Services					
B10		0	Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)					
B10		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)					
B10		50	Number Evictions Prevented					
B11	SFRR	8	Number of SFRRP Orientations conducted (required)	Public Service or NRSA	$25,000.00		$15,000.00	$40,000.00
B11		12	Number of 1:1 Intake sessions					
B11		12	Number of unduplicated households					
B11		6	Number of complete applications submitted in SFRRP Portal					
B12	Legal Services for Seniors, Coops and Condos	0	Senior households receiving legal services	Public Service or NRSA				$0.00
B12	(Law Firm Subrecepients Only)	0	Coop Associations receiving legal services					
B12		0	Condo Associations receiving legal services					
B12		0	Number of Pro Bono Legal Services Recruited and Retained					
B12		0	Number of Trainings for Law Firms (Trainings)					
B12		0	Number of Attendees at trainings for Law Firms (Attendees)					
B12		0	Number of new partnerships initiated					
B12		0	Total Number of Trainings to and work with Pro Bono Provided					
B12		0	Number of outreach presentations conducted					
B12		0	Number of outreach activities conducted					
B12		0	Number of Senior Households that received Legal Counsel or Consultation					
B12		0	Number of Senior households that received Legal Representation					
B12		0	# of clients helped with Schedule H					
B12		0	# of clients helped with life planning docs					
B12		0	# pro bono attorneys engaged in housing-related matters					
B12		0	# veterans receiving legal counsel/advice					
B13	Technical Assistance for Co-Ops and Condo Associations	10	Number of Co-Op Associations receiving Technical Assistance					
B13	Coops	6	Number of Action Plans written for Co-Op Associations					
B13	Coops	8	Number of Successful Outcomes for Co-Op Associations					

B13	Coops	8	Number of Asset Management Improvement Services Provided for Co-Op					
B13	Coops	0	Number of Asset Management Tactical Support Services Provided to Co-Op					
B13	Coops	10	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Legal Assistant Services provided to Distressed Co-Op Associations					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	10	Number of Organization Sustainability Tactical Support Services Provided to Co-Ops					
B13	Coops	5	Number of Ownership Educations Sessions provided to different ownership models including shared equity					
B13	Coops	0	Number of Relocation Plans completed and accepted for Co-Ops					
B13	Coops	6	Numbers of Trainings on Board Operations Governance & Management to Co-ops					
B13	Coops	20	Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management					
B13	Coops	0	Number of written Asset Management & Sustainability Plans for Co-Ops					
B13	Condos	10	Number of Condo Associations receiving Technical Assistance	Public Service or NRSA	$25,000.00		$45,000.00	$70,000.00
B13	Condos	6	Number of Action Plans written for Condo Associations					
B13	Condos	10	Number of Successful Outcomes for Condo Associations					
B13	Condos	6	Number of Asset Management Improvement Services Provided for Condo					
B13	Condos	0	Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo					
B13	Condos	10	Number of Asset Management Tactical Support Services Provided to Condo					
B13	Condos	0	Number of Legal Assistant Services provided to Distressed Condo Associations					
B13	Condos	0	Number of Consultative Services Provided to Condo Associations and Clients					
B13	Condos	10	Number of Organization Sustainability Tactical Support Services Provided to Condo Associations					
B13	Condos	5	Number of Relocation Plans completed and accepted for Condo Associations					
B13	Condos	0	Numbers of Trainings on Board Operations Governance & Management to condo associations					
B13	Condos	10	Number of written Asset Management & Sustainability Plans for Condo Associations					
B13	Coops and Condos	6	Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed					
B13	Coops and Condos	0	Number of Associations (Coops and Condos) referred to private/ nonprofit Law Firm					
B13	Coops and Condos	0	Number of Trainings on Development including Relocation and Construction Management					
B14	Technical Assistance for Small Apartment Owners (25 units and less)	0	Number of Inquiries Received					
B14		0	Number of Owners/Managers receiving Services	Public Service or NRSA				$0.00
B14		0	Number of Action Plans Written					
B14		0	Number of Action Plans Implemented/Completed					
B14		0	Number of Owners/Managers needing Asset Management Guidance					
B8	General Home Management (Post Purchase Non-Delinquent)	0	Number of Homeownership Preservation Workshops					
B8		0	Number of Attendees at Homeownership Preservation Workshops					
B8		0	Number of Post-Purchase Workshops (not including Homeownership Preservation)	Public Service or NRSA	$22,000.00		$28,000.00	$50,000.00
B8		0	Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)					
B8		40	Number of 1:1 Post-Purchase Counseling Sessions					
B8		10	Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions					
B9	Foreclosure Counseling	4	Number of Foreclosure Workshops					
B9		6	Number of Attendees at Foreclsoure Workshops					
B9		1700	Number of 1:1 Foreclosure Counseling Sessions					
B9		400	Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions	Public Service or NRSA	$12,000.00			$12,000.00
B9		0	Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)					
B9		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)					
B9		50	Number referred to Attorney(s) for Legal Services					
B9		300	Number of Foreclosures Prevented					
C15	TOPA Pre-Purchase Counseling & Training	160	Number of TOPA Meetings with Tenant Association					
C15		1700	Number of Attendees at TOPA Meetings	Public Service or NRSA	$105,000.00		$267,000.00	$372,000.00
C15		40	Number of TOPA Training Workshops to Tenants					
C15		200	Number of Attendees at TOPA Training Workshops					
C16	TOPA Post-Purchase Counseling & Training	25	Number of TOPA Post Purchase Training Workshops					
C16		300	Number of Attendees at TOPA Post Purchase Workshops					
C16		250	Number of unduplicated households	Public Service or NRSA	$30,000.00		$65,000.00	$95,000.00
C16		0	Number of one on one counseling sessions					
C16		0	Number of group training/coaching					
C17	Tenant Counseling for HRA - Rental Accomodation Division	0	Number of unduplicated households					
C17		0	Number of one on one counseling sessions	Public Service or NRSA	$58,000.00		$80,000.00	$138,000.00
C17		50	Number of group training/coaching					
C17		400	Number of Attendees at group training/coaching					
Marketing	MARKETING AND OUTREACH	12	Housing Fairs					
Marketing		10	Other Tabling Events					
Marketing		10000	Flyers Distributed					
Marketing		200	Social Media Posts (Facebook, LinkedIn, Instagram)	Public Service or NRSA	$26,000.00		$35,000.00	$61,000.00
Marketing		250000	Mailings					
Marketing		0	Paid Advertizing (display ads in print)					
Marketing			Other					

Marketing			Other					
	TOTALS	272543			$1,024,810.56	$315,189.44	$670,000.00	$2,010,000.00

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit B Budget

- Schedules A (3-1) and A (3-2) for the First Performance Period

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	2/1/2025 - 9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	COMMUNITY BASED
WARD (if applicable):	
TYPE OF ACTIVITY:	Housing Counseling

Instructions: *Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$1,695,698.00	$0.00	$1,695,698.00
Consultants	$7,471.00	$0.00	$7,471.00
Space	$132,761.00	$0.00	$132,761.00
Utilities	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Training	$1,500.00	$0.00	$1,500.00
IT Services & Support	$0.00	$0.00	$0.00
Travel	$3,000.00	$0.00	$3,000.00
Equipment	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$1,840,430.00	$0.00	$1,840,430.00
Total Indirect Costs (De Minimis Cost Rate 10%)	$169,570.00	$0.00	$169,570.00
Total Costs	$2,010,000.00	$0.00	$2,010,000.00

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)

NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 - 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
Personnel Subtotals		$3,558,000.00				$1,413,082.00

Fringe Benefits (Max 20%)	$282,616.00
Total NBAP Grant Personnel Costs	$1,695,698.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	2/1/2025 - 9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	PUBLIC SERVICES
WARD (if applicable):	
c	Housing Counseling

Instructions: *Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$858,602.00	$0.00	$858,602.00
Consultants	$7,471.00	$0.00	$7,471.00
Space	$68,377.56	$0.00	$68,377.56
Utilities	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Training	$1,500.00	$0.00	$1,500.00
IT Services & Support	$0.00	$0.00	$0.00
Travel	$3,000.00	$0.00	$3,000.00
Equipment	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$938,950.56	$0.00	$938,950.56
Total Indirect Costs (De Minimis Cost Rate 10%)	$85,860.00	$0.00	$85,860.00
Total Costs	$1,024,810.56	$0.00	$1,024,810.56

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 - 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
Personnel Subtotals		$3,558,000.00				$715,502.00

Fringe Benefits (Max 20%)	$143,100.00
Total NBAP Grant Personnel Costs	$858,602.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	2/1/2025 - 9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	NON PUBLIC SERVICES
WARD (if applicable):	
TYPE OF ACTIVITY:	Housing Counseling

Instructions: *Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$268,336.00	$0.00	$268,336.00
Consultants	$0.00	$0.00	$0.00
Space	$20,019.44	$0.00	$20,019.44
Utilities	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Training	$0.00	$0.00	$0.00
IT Services & Support	$0.00	$0.00	$0.00
Travel	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$288,355.44	$0.00	$288,355.44
Total Indirect Costs (De Minimis Cost Rate 10%)	$26,834.00	$0.00	$26,834.00
Total Costs	$315,189.44	$0.00	$315,189.44

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 - 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
Personnel Subtotals		$3,558,000.00				$223,613.00

Fringe Benefits (Max 20%)	$44,723.00
Total NBAP Grant Personnel Costs	$268,336.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	2/1/2025 - 9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	NRSA WARD 7-8
WARD (if applicable):	7, 8
TYPE OF ACTIVITY:	Housing Counseling

Instructions: *Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$568,760.00	$0.00	$568,760.00
Consultants	$0.00	$0.00	$0.00
Space	$44,364.00	$0.00	$44,364.00
Utilities	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Training	$0.00	$0.00	$0.00
IT Services & Support	$0.00	$0.00	$0.00
Travel	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$613,124.00	$0.00	$613,124.00
Total Indirect Costs (De Minimis Cost Rate 10%)	$56,876.00	$0.00	$56,876.00
Total Costs	$670,000.00	$0.00	$670,000.00

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 - 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
Personnel Subtotals		$3,558,000.00				$473,967.00

Fringe Benefits (Max 20%)	$94,793.00
Total NBAP Grant Personnel Costs	$568,760.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

Exhibit C Required Reporting

- Monthly Performance Report
- Monthly Report of Group Trainings
- Monthly Report on Outreach and Marketing Activities
- Monthly Reporting of Special Activities
- Monthly Reporting of changes in personnel relative to grant work and payroll
- Quarterly Beneficiary Data
- Quarterly Language Access Report
- Quarterly Data Report

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Welcome, William Winston
Not William Winston?

HELP RESOURCES FULL SCREEN LOGOUT
A▲▼

DC Department of Housing and Community Development

Deadline 00/00/0000

FY25 RFA: Housing Services

SHOW PROGRAM OVERVIEW | SHOW PROGRAM REQUIREMENTS | SHOW RFA SECTION 3.2 - HOUSING SERVICES: DESCRIPTION OF HOUSING PROGRAMS AND SERVICES | SHOW LIBRARY | HIDE ZOOMGRANTS HELP | SHOW ANNOUNCEMENTS 1

ZoomGrants Help [hide this]

Creating a New Application to Submit
The 'Saving' screen is still flashing...now what?
Missed Deadline FAQs
Invite Collaborators to Work on Application

Applicant View

Application Status: Not Submitted

Basic Information | Part I and II-Application Narrative Questions | Budget | Organizational and Financial Capacity | Required Attachments | Activity Log

Report: **OVERDUE** | Report Totals

Ask a Report Question

(answers are saved automatically when you move to another field)

Instructions Show/Hide

As in the past, Performance Reporting is divided into three sections:

- **Workplan Metrics** (numbers only),
- **Accomplishment Narrative** (Text Boxes), and
- **Various uploads** (spreadsheets usually).

This data is extremely important. Reports can affect performance goals and funding. Your reports are used to report to the City Administrator, the Mayor (including DMPED) and to the District Council and its Committee on Housing. Where uploads are required, **use excel files or Word files.** This will allow your information to be uploaded into the database and reported to District leaders.

For **Workplan Metrics,** use only numbers or leave it blank**. Letters such as N/A are to be avoided.** This will make your report impossible to be uploaded in the DHCD database and will require your corrections. Only numbers zero (0) and above can be used. If a metric is left blank, it will be treated as a zero.

In the **Accomplishment Narrative**, text boxes are provided to provide statements of activities or the information requested. In the first Report, please answer Question 22 (Points of Contact) with all points of contact for the areas mentioned. Thereafter in subsequent months, if there are no changes, it is okay to say, "No Changes". The same is true for Question 21 (staffing). Please answer Question 23 (Success Stories), Question 24 (Good News), Question 25 (Other DC agencies and initiatives). Question 26 is important. Remember the RFA asked applicants to align outreach to the Focus Areas mentioned on pages 33 and 34 of the RFA. Mentioning specific Focus Areas in the narrative for Q26 is helpful.

The **Document Upload** section is where excel spreadsheets (usually, sometimes Word Documents) are uploaded. **PDFs cannot be uploaded into database.** [The District of Columbia is fortunate to have many DC Based Programs such as HPAP, IZ/ADU, PADD, SFRRP, TOPA, HRA/RAD related activities, as well as direct services to tenants and tenant groups, and services to Condo/Coop Associations. DHCD staff need monthly reporting in order to better do their work and respond to the needs of DC citizens. These reports are shared directly with the appropriate program manager.]

There three areas of your activities will be reported on a monthly basis to help us meet our HUD and DC Government requirements and the needs of DC residents.

Reporting for Fiscal Year 2025 will begin with Report # 1. The end of Government's fiscal year (9/30/2025) will conclude with Report # 10 and the close-out of FY25 Purchase Orders. The complete schedule is below for the monthly report.

Other Reporting: Beneficiary Data and Language Access

Other reports are also required. These include **Beneficiary Report** and **Language Access Report.** These two reports are required on a quarterly basis. These reports will not be answered within ZoomGrants. The Office of Program Monitoring will provide the spreadsheets to use for these quarterly reports. Please see your Grant Agreement for additional information about the monthly and quarterly reports. Please note, the Beneficiary Report corresponds to the sources and uses of your Grant Agreement. A separate Beneficiary Report is needed for each type of funding awarded: Public Service (PS), Non-Public Service (NPS) and NRSA Wards 7 & 8 PS and NPS.

These quarterly reports will be due:

Oct/Nov/Dec 2/24/2025

Jan/Feb/March 4/10/2025

April/May/June 7/10/2025

July/August/Sept 10/10/2025

Please note we cannot extend these deadlines since they are HUD's deadlines and not in our control. Please submit your report on schedule.

Please remember HUD views reporting and reimbursement requests as inseparable and therefore to be coordinated at the same time. Please avoid not filing on the deadline.

Monthly Reporting on Performance and Accomplishments

Report Number Period Covers Due Date

Report Number	Period Covers	Due Date	Notes
Report 1	FY25 Q1 (Oct/Nov/Dec)	03/03/2025	
Report 2	January	03/03/2025	
Report 3	February	03/10/2025	
Report 4	March	04/10/2025	
Report 5	April	05/10/2025	
Report 6	May	06/10/2025	
Report 7	June	07/10/2025	
Report 8	July	08/10/2025	
Report 9	August	09/10/2025	
Report 10	September	10/10/2025	

In ZoomGrants reporting, there are data questions. Please enter only a whole number. If a particular question doesn't apply to your statement of work and workplan, please enter zero. The narrative questions also require a response. If there is nothing to report in the narrative, please enter a statement such as "No changes" or "Not applicable".

Report 1: 3/3/2025

This report is OVERDUE. Submit Report 1

Agency

This is a branching question. The system will remove questions that do not apply to you based on your answer to Question #1.

Please disregard the number sequencing.

1. Identify Your Agency Name

This is a branching question. Only the questions that apply to your agency will appear.

- ○ CARECEN-Central American Resource Center
- ○ Centro de Apoyo Familar

- ○ Greater Washington Urban League, Inc.
- ○ Housing Counseling Services
- ○ Latino Economic Development Corporation of Washington DC
- ○ Legal Counsel for the Elderly
- ○ Lydia's House in Southeast, Inc.
- ○ Manna, Inc.
- ○ Marshall Heights Community Development Organization, Inc.
- ○ Mi Casa
- ○ Neighborhood Legal Services Program of the District of Columbia
- ○ University Legal Services

Workplan Accomplishment Metrics

2. A1: HUD Housing Counseling

Ignore the auto-total number.

Number of First Time Homebuyers Purchasing Homes

Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)

Number of 1:1 Counseling Sessions (Budget & Credit)

Number of unduplicated households

Number of 1:1 Homebuyer Counseling Sessions

Number of unduplicated households

3. A2: 8-Hour Homebuyer Class

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of 8-hour Homebuyer Educations Classes

Number of Attendees of 8-hour Homebuyer Classes

Number of DHCD Certificates issued

4. A3: HPAP (EAHP/NEAHP)

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of HPAP Pre Purchase Orientations conducted

Number of Attendees at HPAP Orientations

Number of Files submitted to HPAP Administrators

Number of 1:1 HPAP Counseling Sessions

Number of unduplicated households

5. A4: IZ/ADU Orientations

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of IZ Orientations Conducted

Number of Attendees at IZ Orientations

Number of DHCD Certificates issued

6. A5: IZ/ADU Income Certifications

Ignore the auto-total number.

Number of IZ/ADU Income Cetifications completed

7. A6: PADD

Ignore the auto-total number.

Number of PADD group training/coaching

Number of Attendees at PADD group training

Number of 1:1 PADD sessions (if applicable)

Number of unduplicated households receiving 1:1 PADD sessions

Number of PADD Income Certifications

8. A7: General Housing Services & Information (Group Training)

Ignore the auto-total number.

Number of Financial Literacy Trainings (including but not limited to credit & budgeting)

Number of Attendees at Financial Literacy Trainings

Number of Homebuyer Clubs Meetings

Total of Attendees at Homebuer Club Meetings

Number of group trainings or workshops not reported in other categories

Number of Attendes at group trainings or workshops not reported in other categories

9. B8: General Home Management (Post Purchase Non-Delinquent)

Ignore the auto-total number.

Number of Homeownership Preservation Workshops

Number of Attendees at Homeownership Preservation Workshops

Number of Post-Purchase Workshops (not including Homeownership Preservation)

Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)

Number of 1:1 Post-Purchase Counseling Sessions

Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions

10. B9: Foreclosure Counseling

Ignore the auto-total number.

Number of Foreclosure Workshops

Number of Attendees at Foreclsoure Workshops

Number of 1:1 Foreclosure Counseling Sessions

Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number of Foreclsoures Prevented

11. B10: Eviction Counseling

Ignore the auto-total number.

Number of Eviction workshops

Number of Attendees at Eviction workshops

1:1 Eviction Counseling

Unduplciated households 1:1 Eviction Counseling

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number Evictions Prevented

12. B11: SFRR

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of SFRRP Orientations conducted (required)

Number of 1:1 Intake sessions

Number of unduplicated households

Number of complete applications submitted in SFRRP Portal

13. B12: Legal Services for Seniors, Coops and Condos

Ignore the auto-total number.

Senior households receiving legal services

Coop Associations receiving legal services

Condo Associations receiving legal services

Number of Training for Law Firms

Number of Attendees at law firm training

Number of outreach activities

Number of new partnerships initiated

Number of clients helped with Schedule H

Number of clients helped with life planning docs

Number pro bono attorneys engaged in housing-related matters

Number veterans receiving legal counsel/advice

14. B13: Technical Assistance for Coop

Ignore the auto-total number.

Number of Co-Op Associations receiving Technical Assistance

Number of Action Plans written for Co-Op Associations

Number of Successful Outcomes for Co-Op Associations

Number of Asset Management Improvement Services Provided for Co-Op

Number of Asset Management Tactical Support Services Provided to Co-Op

Number of Consultative Services Provided to Co-Op Associations and Clients

Number of Legal Assistant Services provided to Distressed Co-Op Associations

Number of Organization Sustainability Tactical Support Services Provided to Co-Ops

Number of Ownership Educations Sessions provided to different ownership models including shared equity

Number of Relocation Plans completed and accepted for Co-Ops

Numbers of Trainings on Board Operations Governance & Management to Co-ops

Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management

Number of written Asset Management & Sustainability Plans for Co-Ops

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Co-Op Associations

Number of Associations (Coops) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Co-Op Associations

15. B13: Technical Assistance for Condo Associations

Ignore the auto-total number.

Number of Condo Associations receiving Technical Assistance

Number of Action Plans written for Condo Associations

Number of Successful Outcomes for Condo Associations

Number of Asset Management Improvement Services Provided for Condo

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo

Number of Asset Management Tactical Support Services Provided to Condo

Number of Legal Assistant Services provided to Distressed Condo Associations

Number of Consultative Services Provided to Condo Associations and Clients

Number of Organization Sustainability Tactical Support Services Provided to Condo Associations

Number of Relocation Plans completed and accepted for Condo Associations

Numbers of Trainings on Board Operations Governance & Management to condo associations

Number of written Asset Management & Sustainability Plans for Condo Associations

Number of Associations (Condos) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Condo Associations

16. B14: Technical Assistance for Small Apartment Owners (25 units and less)

Ignore the auto-total number.

Number of Inquiries Received

Number of Owners/Managers receiving Services

Number of Action Plans Written

Number of Action Plans Implemented/Completed

Number of Owners/Managers needing Asset Management Guidance

17. C15: TOPA Pre-Purchase Counseling & Training

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Meetings with Tenant Association

Number of Attendees at TOPA Meetings

Number of TOPA Training Workshops to Tenants

Number of Attendees at TOPA Training Workshops

18. C16: TOPA Post-Purchase Counseling & Training

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Post Purchase Training Workshops

Number of Attendees at TOPA Post Purchase Workshops

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

19. C17: Tenant Counseling for HRA - Rental Accommodation Division

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

Number of Attendees at group training/coaching

20. Marketing & Outreach

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Housing Fairs

Other Tabling Events

Flyers Distributed

Social Media Posts (Facebook, LinkedIn, Instagram)

Mailings

Paid Advertising (display ads in print)

Other

Accomplishment Narrative

21. Staffing Information: Any changes (terminations or new hires) in staff members who are on the grant? Or in the Executive Leadership or Management Team? Number of HUD Certified Counselors (expressed as FTEs) on staff at the

end of this reporting period?

Maximum characters: 1000. You have 1000 characters left.

22. Who are the current Points of Contact and email for the following: 1) Executive Leader (NOTE: Executive leader is copied on all communication): 2) Grant/Fund Development: 3) Grant/Accounting: 4) Program Managers/Directors/Supervisors:

Maximum characters: 1000. You have 1000 characters left.

23. Please provide us with client success story/stories for this quarter by program. You may provide a link to an article that has been written for other purposes (newsletter, website, or newspaper article).
Redact (use a pseudonym) for any client name or other personal identifying information if you have not received a release.

Maximum characters: 3000. You have 3000 characters left.

24. Any good news to share? Any events and activities coming up? (e.g. obtained other grant funds to leverage DHCD grant, Open Houses, Presentations, Community Events, etc.)
Upload a calendar of upcoming program events (in-person or webinars).

Maximum characters: 3000. You have 3000 characters left.

25. Describe your organization's involvement in other projects or initiatives with other District agencies.

Maximum characters: 3000. You have 3000 characters left.

26. Describe your marketing and outreach during this period. What groups or areas did you market to, numbers, and in what way did you contact them (mail, event, email, personal, media, etc.)?

Maximum characters: 3000. You have 3000 characters left.

27. Describe any specific obstacles (if any) to your organization's program or service delivery during this period?

Maximum characters: 3000. You have 3000 characters left.

Documents Requested *	Required?	Uploaded Documents *	
ALL: Procurement Report, as applicable Download template: Procurement Report			Upload
ALL: Language Access for Outreach and Group Sessions Download template: Language Access for Outreach and Group Sessions	Required		Upload
ALL: Calendar of Next Quarter (3 months) of Orientations, Trainings, Workshops & 8-Hour Classes	Required		Upload
A-2 HBE 8-Hour Class Attendance Certificates Download template: A-2 HBE 8-Hour Class Attendance Certificates			Upload
A-3 Homebuyer Assistance Program Intake Download template: A-3 Homebuyer Assistance Program Intake			Upload
A-4 IZ Orientation Attendance Certificates Download template: A-4 IZ Orientation Attendance Certificates			Upload
B-11 SFRRP Intake Download template: B-11 SFRRP Intake			Upload
C-15 and C-16 TOPA Reporting Download template: C-15 and C-16 TOPA Reporting			Upload
C-17 Training for Tenants and Tenant Organizations Download template: C-17 Training for Tenants and Tenant Organizations			Upload

** ZoomGrants™ is not responsible for the content of uploaded documents.*

CDBG PUBLIC SERVICE* HOUSING COUNSELING (HC) PROGRAM

HEAD OF HOUSEHOLD DEMOGRAPHICS

IDIS Number	
Community Based Organization (CBO)	
National Objective/Matrix Code	
Project Analyst	
Proposed HOUSEHOLDS TO Serve	
Total HOUSEHOLDS Served	
Difference Used for CAPER Analysis	

Tip #1	Avoid Duplicative Reporting
Tip #2	Complete each cell; even if N/A (Not Applicable)
Tip #3	Do not complete Greyed-Out Cells
Tip #4	Based on HEAD of HOUSEHOLD
Tip # 5	Submit Quarterly
Tip #6	Public Service - HC that cannot show proof a home was purchased.
Tip # 7	OPM - Kelly Ann Morrow, DHCD Grant Management Officer, kelly-ann.morrow@dc.gov

HEAD OF HOUSEHOLD CHARACTERISTICS

Race/Ethnicity/Household Composition	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	ALL MUST MATCH: Total All Wards	ALL MUST MATCH: Total Tenants and Owners
White	0	0		0	0																					0	0	0
Black/African American	0	0		0	0																					0	0	0
Asian	0	0		0	0																					0	0	0
Native American/Alaskan Native				0	0																					0	0	0
Native Hawaiian/Other Pacific Islander				0	0																					0	0	0
Native American/Alaskan Native & White				0	0																					0	0	0
American Indian/Alaskan Native & White				0	0																					0	0	0
Asian & White				0	0																					0	0	0
Black/African American & White				0	0																					0	0	0
Native American/Alaskan Native & Black/African American				0	0																					0	0	0
Other Multi Racial				0	0																					0	0	0
Did Not Report				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Income Data (in accordance with HUD Part 5)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	ALL MUST MATCH: Total All Wards	ALL MUST MATCH: Total Tenants and Owners
Extremely Low 0-30 %	0			0	0																					0	0	0
Low 31%-50%	0			0	0																					0	0	0
Moderate 51%-80%	0			0	0																					0	0	0
Non-Low/Moderate 81% - 110%				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Additional Data (Does not apply to Single Family Residential Rehabilitation Program)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	ALL MUST MATCH: Total All Wards	ALL MUST MATCH: Total Tenants and Owners
With New or Continuing Access to Service or Benefit	0			0	0																					0	0	0
With Improved Access to Service or Benefit				0	0																					0	0	0
Received a Service or Benefit that is No Longer Substandard				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Language Access

The recent Executive Order of the President makes English the Official Language of the United States.

Grantees may translate forms, document, trainings into other languages as they deem appropriate for the benefit of clients.

Grantees may also make provision for clients to have access who are English Proficient/Non-English Proficient (LEP/NEP).

The Language Access line remains available to Grantees. OPM can provide the phone number.

Grantees are encouraged to report on a quarterly basis concerning language accommodation for clients.

Tracking includes:

- Language
- Use of interpreter, bi-lingual staff person or language access telephonic line
- Used on the group basis or individual and the number of each

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit D Method to determine Client Eligibility for Services

Method to determine Client Eligibility for Services:
By Household

DHCD will provide the spreadsheet to use for this Quarterly Report

If a grantee has two or three sources/uses of grant funds, a separate report is needed for each.

Sources/Uses includes

1. Public Services (PS),
2. Non-Public Services (NPS) and
3. NRSA Wards 7 & 8 PS & NPS.

For each the Household report includes:

Section 1

Grantees will provide the following information concerning race/ethnicity which shall be recorded by

- Ward,
- Head of Household,
- Tenant/Owner

White
Black/African American
Asian
Native American/Alaskan Native
Native Hawaiian/Other Pacific Islander
Native American/Alaskan Native & White
American Indian/Alaskan Native & White
Asian & White
Black/African American & White
Native American/Alaskan Native & Black/African American
Other Multi Racial
Did Not Report
TOTAL

Section 2

Also, each household shall be counted by income category using the CDBG income categories and dollar amounts. (See chart in this exhibit.)

Section 3

Lastly, each household shall be counted by CDNG service category.

With New or Continuing Access to Service or Benefit
With Improved Access to Service or Benefit
Received a Service or Benefit that is No Longer Substandard

The Number of Households in each of the above calculations be the same. That is, if 100 households are reported in Section 1, there must be 100 in reported also in Sections 2 and 3.

This procedures is repeated for:

- Non-Public Service Activities
- NRSA Wards 7 & 8 Public Service and Non-Public Service

INCOME LIMITS WITH UNCAPPED LIMITS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
U.S. Department of Housing and Urban Development (HUD) FY 2023
Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	**84,400**	**96,450**	**108,500**	**120,550**	**130,200**	**139,850**	**149,500**	**159,150**

	Median Income	**Family Four Low Income Limit**
DC	**$152,100**	**$95,300**

This grant will consider eligibility based on Household Beneficiary Data

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit E Budget Modification Form

INCOME LIMITS WITH UNCAPPED LIMITS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
U.S. Department of Housing and Urban Development (HUD) FY 2023
Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	**84,400**	**96,450**	**108,500**	**120,550**	**130,200**	**139,850**	**149,500**	**159,150**

	Median Income	**Family Four Low Income Limit**
DC	**$152,100**	**$95,300**

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit F Drug Free Workplace Certification

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code. and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - lll, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. **Debarment, Suspension, And Other Responsibility Matters (Direct Recipient)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

1. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F. for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020. Notice shall include the identification number(s) of each effected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and incising termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (1), (c), (d), (e), and (f).

B. The applicant may insert in the space provided below the sites) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Drug-Free Workplace (Grantees who are Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, subpart F, for grantees as defined at 28 CFR Part 67; Sections 67 615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020.

As the duly authorized representative of the applications,
I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address

Housing Counseling Services, Inc.
2410 17th Street, NW, Suite 100 {Adams Alley}
Washington, DC 20009

52-0958568

2. Application Number and/or Project Name | **3. Grantee IRS/Vendor Number**

FY 2025 Housing Counseling Services Program

4. Typed Name and Title of Authorized Representative

Marian Siegel, Executive Director

5. Signature

October 22nd, 2024

6. Date

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit G Service Area Eligibility

This grantee provides services to residents of all DC Wards and will focus on the neighborhoods in these corridors where DHCD has invested resources for housing development.

- 16th St NW Corridor near the intersection with Havard St NW (Columbia Heights) in Ward 1
- Georgia Ave and New Hampshire Ave NW Corridor (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- Rhode Island Ave and South Dakota Ave NE Corridor (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 5
- M and South Capitol Streets SW Corridor (Greenleaf/Waterfront) in Ward 6
- Benning Road and Florida Ave NE Corridor (NoMa/Ivy City/Trinidad) Ward 6
- Minnesota Ave and Benning Rd NE Corridor (Benning, Greenway) in Ward 7
- Pennsylvania Ave and Minnesota Aves SE Corridor (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- East Capitol and Benning Rd Corridor (Capital View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- Marion Barry Ave and Martin Luther King Aves SE Corridor (Historic Anacostia, Fairlawn Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- Marion Berry Ave and Alabama Aves Corridor (Skyland, Woodland, Garfield Heights) in Ward 8
- Martin Luther King Ave and Alabama Ave Corridor (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- South Capital St and Chesapeake Aves SE Corridor (Bellevue, Washington Highlands) in Ward 8

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit H Insurance Requirements

DHCD-BILL WINSTON-GRANT FOR VARIOUS COMMUNITY-BASED ORGANIZATIONS HOUSING COUNSELING AND SERVICES AF07082024

INSURANCE

A. GENERAL REQUIREMENTS. The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this grant, the types of insurance specified below. The Grantee shall submit a Certificate of Insurance to the Grant Administrator (GA) giving evidence of the required coverage prior to commencing performance under this grant. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the GA.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Grantee and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this grant, with the understanding that any affirmative obligation imposed upon the insured Grantee or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its subcontractors, and not the additional insured. The additional insured status under the Grantee's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the GA in writing. All of the Grantee's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Grantee or its subcontractors, or anyone for whom the Grantee or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the GA with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the GA in writing), covering liability for all ongoing and completed operations of the Grantee and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an

Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or it's equivalent) to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the GA in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee in connection with work under this agreement, with a minimum combined single limit of $1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Grantee shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Defense costs shall be in addition to and not erode the limits of liability
e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or it's equivalent)

3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

   Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   The Workers Compensation and Employers Liability shall be further endorsed to:
   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the GA of commercial umbrella or excess liability insurance with minimum limits of $5,000,000 per occurrence and $5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS
Any and all subcontractors engaged by Grantee for work under this agreement shall be required to have the same insured required of Grantee. Should the Grantee wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Grantee shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Grantee. In either instance, the Grantee must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

E. DURATION. The Grantee shall carry all required insurance until all grant work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this grant and two years for non-construction related grants.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the Grantee's liability under this grant.

G. CONTRACTOR'S PROPERTY. Grantee and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.

H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the grant price.

I. NOTIFICATION. The Grantee shall ensure that all policies provide that the GA shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Grantee no long complying with the above requirements. The Grantee shall provide the GA with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the GA with an updated Certificate of Insurance should its insurance coverages renew during the grant. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Grantee at least 30 days' notice of the change. Grantee must comply, at your expense, and deliver to the GA evidence of compliance before the change becomes effective.

J. CERTIFICATES OF INSURANCE. The Grantee must send to GA, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Grantee must also provide us with evidence of renewal before the expiration date of each insurance policy. Grantee is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . Certificates of insurance must reference the corresponding grant number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:
William Winston, Grant Administrator (DHCD)
1909 Martin Luther King Jr Av SE, Washington DC 20020
771-208-9628
Bill.winston@dc.gov

The GA may request and the Grantee shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Grantee expires prior to completion of the grant, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the GA prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the GA on an annual basis as the coverage is renewed (or replaced).

K. DISCLOSURE OF INFORMATION. The Grantee agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Grantee, its agents, employees, servants or subcontractors in the performance of this grant.

L. CARRIER RATINGS. All Grantee's and its subcontractors' insurance required in connection with this grant shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.

M. WARRANTIES. When applicable, the Grantee should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). GA should collect, review for accuracy, and maintain all warranties for goods and services.

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Mayor's Order 2023-131

GOVERNMENT OF THE DISTRICT OF COLUMBIA
ADMINISTRATIVE ISSUANCE SYSTEM

Mayor's Order 2023-131
October 31, 2023
SUBJECT: Updated District Government Sexual Harassment Policy, Guidance, and Procedures

ORIGINATING AGENCY: Office of the Mayor

By virtue of the authority vested in me as Mayor of the District of Columbia by sections 422(2), (3), and (11) of the District of Columbia Home Rule Act of 1973, 87 Stat. 790; Pub. L No. 93-198, D.C. Official Code §§ 1-204.22(2), (3), and (11), it is hereby **ORDERED** that:

I. PURPOSES AND BACKGROUND

This Order incorporates provisions of, updates, and supersedes Mayor's Order 2017-313, dated December 18, 2017, regarding sexual harassment in District of Columbia ("District") Government workplaces.

In addition to providing procedural updates to the District's sexual harassment policy, this Order establishes and directs the Sexual Harassment Task Force to further examine the District's sexual harassment policies and provide recommendations to further the goal of a harassment-free workplace; establishes obligations of District Government employees; adds Mayor's direct reports to those required to be referred for outside investigation of sexual harassment; and bans all sexual and romantic relationships between supervisors and the employees in their chain of command.

This Order reaffirms that the District Government does not tolerate any form of inappropriate workplace conduct including sexual harassment, nor does it tolerate sexual harassment in non-employment interactions between District Government employees and the public. Sexual harassment is recognized as one of the most unjust, demeaning, and demoralizing examples of workplace misconduct.

This Order also requires that employees be trained on sexual harassment every year and provides additional specificity as to the qualifications and role of Sexual Harassment Officers.

Further, this Order directs agency compliance with the Sexual Harassment Data Collection and Reporting Act of 2022, D.C. Law 24-171, D.C. Official Code § 1-546.01, and clarifies, consistent with the Human Rights Enhancement Amendment Act of 2022, D.C. Law 24-172, D.C. Official Code § 2-1402.11(c-2), the definition of sexual harassment.

II. INDIVIDUALS AND ENTITIES COVERED

A. Prohibitions and Protections

1. This Order is intended broadly to prohibit sexual harassment in all interactions with District Government employees and officials and persons acting on behalf of the District Government, and to facilitate speedy investigation and non-monetary remedial action including warnings to stop offensive behavior, additional training, reassignments, and personnel and contract actions.

2. The District of Columbia prohibits workplace sexual harassment by all District Government employees and officials. The prohibition applies to harassment of other employees and officials and to harassment of third parties

and members of the public interacting with the District Government, such as vendors, contractors, grantees, customers, clients, and other persons visiting or working at District Government worksites or service sites inside and outside District Government agencies.

3. Likewise, contractors and grantees carrying out work on behalf of the District Government shall not sexually harass colleagues who carry out work on behalf of the District Government; District Government employees; or customers, clients, or beneficiaries of the services the contractors and grantees provide on behalf of the District Government; and those clients, customers, beneficiaries, employees, and colleagues may file complaints that trigger sexual harassment investigations and possibly remedies. Remedies may include requiring the contractor or grantee to use alternate personnel to provide services, and other remedies available under the contract or grant agreements up to and including contract or grant termination or non-renewal of the grant or contract.

4. In addition, sexual harassment by District Government clients, customers, or visitors against District Government employees, contractors, or grantees, or other clients, customers, or visitors, at District Government worksites or service sites, is prohibited and complaints made against District Government employees who sexually harass contractors, grantees, agency clients, customers or visitors, upon investigation, may result in discipline of the employee and accommodations of the contractor, grantee, customer or visitor, such as having another government official assigned to the matter.

5. In the course of their duties as members of District of Columbia boards and commissions, board and commission members are bound by the prohibitions, procedures, and deadlines set forth in this Order.

6. Not every procedure set forth in this Order applies to persons not working for the District Government.

B. Scope

1. Laws prohibiting sexual harassment apply throughout the District Government. The agencies listed below should either use the training, procedures, information, and processes provided in this Order, or their own, similar ones. To the extent District law requires centralized reporting, the reporting requirements in this Order apply to all agencies.

2. Those agencies include the Office of the Attorney General, the Office of the Chief Financial Officer, the Board of Elections, the Zoning Commission, the Public Service Commission, the Commission on Arts and Humanities, the Washington Convention and Sports Authority (Events DC), the Board of Education, the University of the District of Columbia, the DC Public Library, the DC State Athletics Commission, the Public Charter School Board and public charter schools, the Office of the People's Counsel, the District of Columbia Water and Sewer Authority (DC Water), the Green Finance Authority, the Health Benefit Exchange Authority, the Not-for-Profit Hospital Corporation, the Contract Appeals Board, the DC Retirement Board, the Office of Employee Appeals, the DC National Guard, the Criminal Justice Coordinating Council, the Office of Police Complaints, the Corrections Information Council, and the Uniform Law Commission.

3. This Order does not apply to the Council of the District of Columbia, Advisory Neighborhood Commissions, or the DC Courts, and agencies and offices subordinate to them.

III. SEXUAL HARASSMENT

A. Through the Human Rights Enhancement Amendment Act of 2022, D.C. Law 24-172, effective September 21, 2022; D.C. Official Code § 2-1402.11(c-2), the Council has, in the employment context, expanded the definition of "harassment" and "sexual harassment" under the D.C. Human Rights Act to provide that sexual harassment includes conduct of a sexual nature, "whether direct or indirect, verbal or nonverbal, that unreasonably alters an individual's terms, conditions, or privileges of employment or has the purpose or effect of creating an intimidating, hostile, or offensive work environment."

B. In addition, sexual harassment includes "sexual advances, requests for sexual favors, or other conduct of a sexual nature where submission to the conduct is made either explicitly or implicitly a term or condition of employment or where submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual's employment." This is sometimes referred to as quid pro quo sexual harassment.

C. In determining whether sexual harassment has taken place, the D.C. Human Rights Act states that "conduct need not be severe or pervasive to constitute harassment" and that "no specific number of incidents or specific level of egregiousness is required."

D. Examples of conduct that can contribute to or constitute sexual harassment or an intimidating, hostile, or offensive work environment include:

1. Sex acts;

2. Display of sexual organs;

3. Using sexually oriented or sexually degrading language describing an individual or their body, clothing, hair, accessories, or sexual experiences;

4. Sexually offensive comments or off-color language, jokes, or innuendo that a reasonable person would consider to be of a sexual nature, or belittling or demeaning to an individual or a group's sex, sexual orientation, or gender identity;

5. "Sexting" or seeking or sending pictures of intimate body parts;

6. Taking or displaying pictures of body parts meant to be covered up (such as "upskirting" pictures);

7. Displaying or disseminating sexually suggestive objects, books, screensavers, magazines, photographs, music, cartoons, or computer internet sites or references;

8. Unnecessary and inappropriate touching or physical contact, such as intentional and repeated brushing against a colleague's body, touching or brushing a colleague's hair or clothing, massages, groping, patting, pinching, or hugging, that a reasonable person would consider to be of a sexual nature;

9. Leering, ogling, or making sexually suggestive gestures or sounds, such as whistling or kissing noises;

10. Making inquiries about someone's private sex life or describing one's own sex life;

11. Workplace sexual comments, conduct, displays and suggestions between two willing parties in the presence of another that are inconsistent with professional workplace norms;

12. Any unwanted repeated contact, including, but not limited to in-person, or telephonic, for romantic or sexual purposes;

13. Giving a preference to someone who is engaged in a dating, romantic, or sexual relationship based on the relationship to the disadvantage of someone who is not engaged in a dating, romantic, or sexual relationship; and

14. Sexual assault, stalking, trapping someone such that they are not free to leave and a sexual encounter is expected or threatened, threats of bodily harm relating to sex or the refusal to have sex, or other crimes related to acts of sexual harassment.

E. Further, the District may treat some conduct of a sexual nature as misconduct, even when it does not rise to the level of unlawful sexual harassment actionable under the D.C. Human Rights Act. As an example, an employee who tends to greet people with a hug may have been warned that the conduct was offensive to some employees and then hugs an employee whom they have not seen in many months. The conduct may not rise to the level of "unreasonably altering the individual's terms, conditions, or privileges of employment," but it could constitute misconduct since they had been warned that some employees associate hugging with unwanted sexual contact that is offensive in the work environment.

IV. DATING, ROMANTIC, AND SEXUAL RELATIONSHIPS IN THE WORKPLACE

A. Prohibitions

1. Prohibitions on certain dating, romantic, or sexual relationships in the workplace exist to prevent real or perceived impropriety, favoritism, conflicts of interest due to power dynamics, control of an employee's assignments and performance reviews, as well as to advance fairness for all other employees, contractors, grantees, and clients. Even consensual dating, romantic, or sexual relationships can generate allegations of favoritism based on sexual relationships or sexual harassment by one of the parties or a third party. Relationships, or aspects of relationships, that may be perceived as consensual by one party may be considered coerced or harassing by the other party due to power dynamics, and relationships that start consensually may evolve into sexual harassment.

2. Subject to the conditions and implementation procedures discussed in this Order, it is now the policy of the District Government that a dating, romantic, or sexual relationship between a supervisor and any employee in the chain of command they supervise – whether supervision is direct or indirect, operational or situational – is prohibited. Note that chain of command in this definition may span agencies or divisions within an agency.

3. In addition, District Government employees shall not initiate a dating, romantic, or sexual relationship with trainees, recruits, or interns, regardless of the employee's assignment in relation to the trainee, recruit, or intern if the employee is in the same agency as the trainee, recruit, or intern.

4. Further, this Order prohibits dating, romantic, and sexual relationships when they are prohibited by applicable professional or ethical standards, such as lawyer-client, doctor-patient, or social worker-client.

5. District Government employees shall not participate personally and substantially in particular matters that affect or could affect the financial interests of someone with whom they are in a dating, romantic, or sexual relationship, whether that person is an employee, grantee, contractor, or client of the agency.

B. Designation of Person or Committee to Resolve Issues Surrounding Workplace Relationships; Existing Relationships

1, By November 17, 2023, District Government agency directors shall designate their own agency human resources agency/officers, another appropriate officer, or an office or committee to receive disclosures of relationships and resolve workplace issues arising from any prohibited dating, romantic, or sexual relationship on a case-by-case basis consistent with this Order; absent such a designation, disclosures shall be made to the Director.

2. By December 8, 2023, existing relationships that fall within the prohibitions of this Order must be disclosed to the designee identified in subsection IV.B.1. of this Order, in the manner specified by their agency or on a form to be created by DCHR, whereupon the situation will be evaluated and a resolution determined.

3. Resolution may involve giving the employees a defined but reasonable time to find a new position where the relationship is not implicated by this Order; shifting reporting structures to take the relationship out of a prohibited status; or establishment of recusal structures when the employees do not work in the same agency or division but they heretofore were in situational or operational chains of command.

4. To the extent adjustments are made in work sites or shifts, reporting structures, job duties or any other factor for one or both of the persons in the relationship, agencies shall endeavor to afford such options on a voluntary basis for all concerned, particularly if an employee not involved in a prohibited relationship is affected by any proposed accommodation of the relationship.

5. If no satisfactory resolution of the prohibited relationship can be reached, the persons in a dating, romantic, or sexual relationship may request a waiver of the provisions of this Order. Waiver requests shall be submitted to the Mayor and shall be accompanied by a recommendation from the agency or agency designee. Waiver requests may include any information relevant to the determination and shall be on a form to be created by the Department of Human Resources ("DCHR").

6. Agencies may make reasonable efforts to assist with a transfer or reassignment, without prejudicing either employee (or any other employee), but it is not the responsibility of the personnel authority or the agency to restructure their agency operations or find a new position for someone in the relationship. No agency is required to grant a request or application for a transfer.

7. Agencies may promulgate regulations or policies consistent with this Order to effect its implementation and to provide consistent treatment for employees facing this situation, though each relationship may pose unique issues. Agencies may also issue rules explaining in more detail for their agencies' employees and contractors how terms such as "dating," "chain of command" and "trainee" are to be interpreted considering their agency's operations. Agencies may prohibit dating, romantic, or sexual relationships with their own clients or clients of the agency or a subset of the agency, as the agency deems appropriate to prevent factual or perceived impropriety or favoritism. For instance, an agency with both social workers and non-licensed employees providing case work to agency clients could extend the ban on dating and sexual relationships with clients to their non-licensed employees, to hold them to the same professional standards as their licensed colleagues.

8. By December 12, 2023, agencies shall report the number of disclosed relationships to the Mayor's Office of Legal Counsel ("MOLC") and the contact information of the person handling requests for accommodation, for consideration by the Sexual Harassment Taskforce.

C. Disclosure of Relationships

1. In addition to the disclosures of existing relationships required by Section IV.B., if by promotion or agency reorganization or other circumstance, two employees in a dating, romantic, or sexual relationship would fall into a prohibited relationship status, their relationship must be disclosed as soon as the possibility of falling into prohibited status is realized by either person in the relationship.

2. If there is a reasonable likelihood that someone would raise a credible charge that there was or could be preferential treatment based on a dating, romantic, or sexual relationship that is not in a chain of command, then the employees involved in the dating, romantic, or sexual relationship must also report their relationship to the person or office designated pursuant to Section IV.B. Such reporting is necessary for consideration of whether additional safeguards are necessary and whether the prohibition on relationships based on situational supervision is implicated.

D. New Relationships

Generally, if two persons in a chain of command wish to begin a dating, romantic, or sexual relationship with each other, one party to the relationship should apply for a transfer or otherwise seek employment that eliminates the supervisory relationship before the relationship begins so that no prohibited relationship commences. For example, a supervisor may be transferred to another supervisory role so that they are not in the chain of command with the other person.

E. Conduct

1. District Government employees in a dating, romantic, or sexual relationship with another District Government employee, or client/customer of their agency, or grantee or contractor of their agency, shall conduct themselves in an appropriate manner while on duty and shall not engage in behavior that detracts from a professional work environment.

2. Any sexual activity at work sites or during an employee's working hours, regardless of location, is prohibited.

F. Violations

A violation of a provision of this Order regarding dating, romantic, or sexual relationships may not constitute sexual harassment as defined above, but an employee who engages in a prohibited relationship under Section IV.A. of this

Order or fails to disclose a relationship that is required to be disclosed shall be subject to appropriate personnel action, up to and including termination.

G. Legal Representation

If legal action is commenced against the District of Columbia and/or a supervisor who engaged in a dating, romantic, or sexual relationship with an employee, or a person engaged in a potentially-conflictual relationship, the existence of the sexual or romantic relationship will be a factor in the District of Columbia's decision to provide legal representation to the supervisor or the employee(s) engaged in a relationship.

V. PROCEDURES FOR STOPPING SEXUAL HARASSMENT; REPORTING AND INVESTIGATING SEXUAL HARASSMENT CLAIMS

A. Employee Obligations

1. District Government employees are bound by the principles set forth in the Code of Conduct at 6B DCMR §§ 1800.2–1800.4 and are expected to act at all times in a manner reflecting their roles as public servants. Depending on an employee's role in the District Government, the obligations regarding the prevention of sexual harassment may differ. "Employees" for the purpose of this Order include contractors engaged by the District Government performing work on behalf of the District similar to that as its employees, such as at District worksites.

2. All employees are obligated to:

a. Refrain from engaging in behavior that constitutes sexually harassing conduct;

b. Refrain from initiating or conducting a prohibited dating, romantic, or sexual relationship as described in Section IV.A. of this Order;

c. Disclose their own dating, romantic, or sexual relationships with other employees if required in Section IV.D. of this Order;

d. Affirm their agreement to comply with this Order;

e. Complete annual sexual harassment training;

f. Cooperate fully in any inquiry or investigation into an alleged violation of this Order; and

g. Refrain from any behavior that may call into question the impartial and harassment-free provision of services to constituents, agency clients or customers, contractors, or grantees.

3. Supervisors should take particular care to avoid conduct that could lead to allegations of sexual harassment, considering time, place, and situations of interactions with employees.

B. Employee Communication

1. To avail themselves of the procedures and protections of this Order, when a District Government employee finds conduct unwelcome, intimidating, or offensive, they may: (a) tell the person who is engaging in offensive or inappropriate sexual conduct to stop and that such conduct is unwelcome; or (b) ask the employee's supervisor, General Counsel, or Sexual Harassment Officer to advise the person that the conduct is offensive and unwelcome; or (c) proceed immediately to file a complaint of sexual harassment under this Order.

2. Employees and others engaged in intervention are encouraged to document all intervention efforts or requests to cease reported inappropriate sexual conduct, including conversations, texts, or email exchanges.

C. Reporting Allegations of Inappropriate Conduct of a Sexual Nature or Sexual Harassment

1. All District Government employees are encouraged to help ensure that District Government workplaces are free of sexual harassment. Employees who know of incidents of inappropriate conduct of a sexual nature, as well as behavior that may create an intimidating, hostile, or offensive work environment, or who are victims of inappropriate conduct of a sexual nature, should report the inappropriate conduct.

2. Employees may report to the Sexual Harassment Officer ("SHO") of their agency or any other agency, or the supervisor or manager of the employee engaging in inappropriate conduct, to their own supervisor, or to the agency General Counsel. Contractors, grantees, and customers of agencies may report allegations of inappropriate conduct of a sexual nature to the SHO of the relevant agency or any other agency, the relevant agency's General Counsel, the supervisor of the employee who engaged in the alleged inappropriate conduct, or their grant or contract administrator.

3. Allegations of sexual harassment against the Mayor, City Administrator, Mayor's Chief of Staff, Mayor's Senior Advisor, Director of the MOLC, any Deputy Mayor, or any official who directly reports to the Mayor, shall be referred to the Inspector General to determine if the allegation is credible, in which case it shall be referred for independent investigation. Such investigations shall be carried out by an entity outside the District Government and those reports shall be provided to MOLC (or the City Administrator if the allegation is against the Director of the MOLC) and the Inspector General.

D. Agency Responsibilities

1. Sexual Harassment Officers ("SHOs") and Investigations

a. Each Deputy Mayor's Office and each agency shall designate a primary SHO and an alternate SHO and shall update the designations, as needed, on an ongoing basis. Each agency shall provide the names of its SHOs to DCHR, and DCHR shall maintain a current District-wide list of agency SHOs. Further, pursuant to D.C. Official Code § 1-546.01(2), SHOs shall be registered with the Office of Human Rights ("OHR").

b. SHOs shall be trained and qualified to serve. To be qualified to serve as a SHO, individuals must have taken and continue to take annual training provided by DCHR and OHR. SHOs may but are not required to be an agency's Equal Employment Opportunity ("EEO") officer, or human resources manager; they must be competent in EEO laws and be designated by the agency to accept sexual harassment complaints and to review and investigate claims. SHOs need not be attorneys.

c. The primary and alternate SHOs for a smaller agency may be employees of another agency (i.e., the SHO of a larger agency may serve as the SHO for a smaller agency). An agency of any size may also obtain assistance from another agency's SHO in handling a particular investigation, including having another agency's SHO carry out an investigation, where there is a possibility of the appearance of a conflict of interest, or for administrative convenience. For the purposes of this Order, a smaller agency availing itself of this option will still be referred to as the "agency."

d. A person seeking to report a violation of this Order may file with any agency SHO, not solely the SHO at their agency or the agency at which the alleged sexual harassment occurred. Persons filing complaints, however, are not entitled to have the investigation conducted by the person of their choosing.

e. If a complaint is reported to someone other than the SHO, the person receiving the complaint must notify the agency SHO, unless giving notice would raise conflict of interest concerns, in which case the person must notify the agency General Counsel.

f. Unless the complaint is against the agency General Counsel, the SHO shall immediately notify the agency's General Counsel of the complaint, and the General Counsel shall thereafter notify the Mayor's Office of Legal Counsel ("MOLC"). The SHO may consult with the agency's General Counsel, or the General Counsel's designee, for legal guidance on conducting the investigation and shall notify the General Counsel of any issue that may require higher-level support. If the complaint is against the General Counsel, the SHO shall notify the MOLC directly.

g. SHOs should review DCHR's SHO training materials before initiating an investigation. DCHR has training materials on duties to inform the bargaining unit, the right to union representation during investigatory questioning, assessing credibility, unconscious bias, conducting interviews, gathering evidence, protecting confidentiality, preservation of evidence, when to stop an investigation and refer a matter for criminal investigation and more.

h. The primary function of a SHO is to accept complaints alleging violations of this Order and to gather, investigate and review the factual basis of the claim(s). SHOs may corroborate or refute factual allegations; SHOs may provide impressions and evidence regarding the credibility of witnesses. They weigh such evidence and may take into account their impressions of the credibility of witnesses. Ultimately, SHOs make and submit to the appropriate agency Director recommended determinations of whether the allegations are substantiated or are not substantiated. They are not to make legal conclusions about whether sexual harassment occurred.

i. Investigations of allegations of inappropriate conduct of a sexual nature shall be conducted, and the associated investigation report completed, as soon as practicable, within sixty (60) days after the filing of the report of the alleged sexual harassment, absent unusual circumstances.

j. The investigative report shall include a description of the allegations, a description of the SHO's investigation, a description of the evidence adduced by the SHO, and the SHO's recommended determination as to whether the allegations were substantiated. The SHO shall transmit the report to the Director or agency Director's designee and General Counsel of the agency where the alleged harasser is employed.

2. Interim Remedial Actions

a. Pending the completion of the SHO investigation and report, the issuance of the agency report, and the imposition of any disciplinary action, and to protect the rights of the alleged victim as well as the alleged harasser, the agency may take temporary personnel actions that do not result in any adverse employment action to either party.

b. When an agency becomes aware of an allegation of misconduct of a sexual nature, the agency shall notify the alleged harasser of the reported behavior and may demand that the alleged behavior cease immediately and not be repeated.

c. The agency shall take such other remedial steps as it deems appropriate to mitigate the possibility of the alleged harassing conduct continuing.

d. Interim remedial actions are administrative rather than disciplinary and may include, but are not limited to, transfers, reassignment of duty station, changed shifts, duties or reporting requirements, mandatory administrative leave with pay, or other appropriate measures that do not result in reduction of pay, demotion in title or responsibility, or other loss of employee benefits. In general, the agency should avoid moving the alleged victim or changing the alleged victim's shift, or taking similar action affecting the alleged victim, unless the alleged victim requests the action; if the agency takes such an action absent a request from the alleged victim, the agency should make clear to the alleged victim that the action is being taken in pursuit of an effective and prompt stop to any alleged harassment, and not in retaliation for reporting the alleged harassment.

e. Personnel authorities are encouraged to find alternative, reasonably comparable placement during the pendency of an investigation for the accuser or accused in lieu of administrative leave with pay, where possible and if consistent with any collective bargaining agreements.

3. Post-SHO Investigation Agency Actions

a. The agency Director or agency Director's designee may reject a SHO report and return it to the SHO for further investigation, information, documentation, or analysis if the agency Director or designee

considers the report to be incomplete, inadequate, or otherwise unacceptable.

b. If the report is not rejected, the agency Director, or the agency Director's designee, within fourteen (14) days of receiving the SHO's report, shall issue an agency report that accepts, modifies, or rejects the SHO's findings and substantiation recommendations, describes the rationale for any such modifications or rejections, and makes conclusions as to whether the substantiated allegations constitute a violation of this Order. The SHO report shall be included as an attachment to the agency Director or designee's report. The agency Director or designee shall consult with the agency's General Counsel during the preparation of the report regarding relevant legal standards or other legal issues.

c. If the report determines that a violation of this Order has occurred, the report shall be submitted to the agency's human resource officer for appropriate disciplinary action, up to and including termination. The agency shall require that any employee found to have violated this Order whose employment is not terminated must attend mandatory sexual harassment training within sixty (60) days after the issuance of the agency report.

d. The agency must provide the employee and the alleged harasser with a summary written notification of its findings and conclusions (final agency decision) after the sixty (60) day period and shall convey the same to MOLC within five (5) days after it is issued. The notice shall include a description of each allegation and the agency's determination as to whether the allegations were substantiated or were unsubstantiated. Such notice shall not include summaries of witness interviews, credibility determinations, or legal analysis; the notice is a simple recitation of the allegations and the determination as to whether the allegations were substantiated or were unsubstantiated.

e. Any conclusion in the SHO or Director's report that a violation of this Order occurred does not constitute a final legal conclusion that sexual harassment under the D.C. Human Rights Act or federal law occurred. Conversely, a finding that was not substantiated is not a legal conclusion that no violation of the D.C. Human Rights Act or federal law occurred.

f. Consistent with norms regarding the privacy of personnel actions, the complaining party shall not be informed of any disciplinary actions against the alleged harasser.

g. Regardless of whether a complaint has been substantiated, relevant staff, including the General Counsel, are authorized to work together to advise the Director or deciding official as to whether to recommend or implement personnel actions or management procedures to reduce the possibility of reoccurrence of any inappropriate behavior or behavior that poses risks for the District. Any meetings among the General Counsel, human resources staff, and agency management shall endeavor to preserve the confidentiality of the complaint generating the meeting or consultation to the greatest extent possible.

4. Communicating the Order: Orientation, Pledges, Training, and Notifications

a. The personnel authority shall circulate this Order to all new hires during their orientation, shall give each new hire time to read a summary of the Order during orientation, and shall obtain a signed verification that the new employee has read the summary and pledges not to engage in sexual harassment or any other conduct that violates the rules prohibiting sexually harassing behavior, certain dating, romantic, or sexual relationships, and requiring disclosure of certain relationships. Agencies with supplemental orders relating to sexual harassment shall provide those orders, too, to onboarding employees.

b. When individual contractors are working inside an agency in a manner akin to a District Government employee, the agency or the supervising contractor shall obtain signatures from individuals during onboarding orientations affirming their agreement to abide by this Order.

c. New employees shall take a course on sexual harassment as part of the on-boarding process and in no event more than fourteen (14) days after being on-boarded. Agencies shall by December 11, 2023

circulate this Order to all current employees.

d. Agencies shall follow up to provide delivery to difficult-to-reach employees, including employees on leave and work-related travel. Agencies are responsible for confirming that each employee has received this Order by email, verification through Peoplesoft, or return of a signed copy.

e. By December 11, 2023, each agency shall email the names of the agency's primary and alternate SHOs to all its employees and shall send reminders or updates of who the agency's SHOs are at least annually to agency employees.

f. Each agency shall prominently post notices in conspicuous locations accessible and used by a substantial number of agency employees, identifying the agency SHO and Alternate SHO, how to report sexual harassment, and that sexual harassment investigations are to be kept confidential to the greatest possible extent consistent with their investigation and resolution. Agencies shall post the notices no later than thirty (30) days after receipt of the template notice from the Office of Human Rights required by Section V.K. of this Order.

g. Agencies shall take a digital photograph of each posting and transmit it to the SHO program coordinator at DCHR with a description of the location at the time of each posting.

h. Individuals and entities entering into contract or grant agreements with the District Government must affirm that they will abide by the D.C. Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR § 1100 et seq.

i. District agencies drafting contracts and grants shall require such affirmations as part of the contract or grant agreement.

E. Employee Responsibility to Participate in Agency Investigations

1. District Government employees are required to cooperate fully in a SHO or independent investigation of a workplace sexual harassment complaint.

2. If an employee who alleges sexual harassment or is believed to have been the victim of sexual harassment declines to assist and/or participate in the investigation of the allegation, or requests the agency not conduct an investigation, the agency may on its own initiative investigate or refer the matter for investigation.

3. Employees who were not themselves victimized, who, after a direct request by the SHO or other investigator, decline to participate in a sexual harassment investigation, may be subject to disciplinary action.

4. Any consideration of whether to recommend disciplinary action for failure to cooperate in an investigation on the part of an alleged victim requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

F. Discipline for Making False Statements or Representations

1. Making materially false statements, and misrepresentation, falsification or concealment of material facts or records in an investigation of allegations of sexual harassment is conduct warranting disciplinary action, up to and including termination.

2. Consideration of whether to recommend disciplinary action against an employee who is also the alleged victim of sexual harassment requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

G. Discipline after a Finding of Sexual Misconduct or Harassment

The agency shall recommend appropriate disciplinary action, such as described in Section 1607.2(k) of the District Personnel Manual, 6B DCMR § 1607.2(k), up to and including termination of any employee found to have engaged

in sexual misconduct or sexual harassment as defined in Section III of this Order.

H. Rights of the Alleged Harasser

Persons accused of sexual harassment deserve the full protections afforded to them under the law in administrative matters, including, but not limited to, the right to respond to allegations of sexual harassment; to counsel and representation, including a union representative or other representative of their choosing, and including the presumption of innocence, unless and until there is a finding of harassment after an investigation by the agency or where appropriate, OHR. The right to counsel does not include the right to have counsel paid for by the government.

I. DCHR Responsibilities

1. DCHR shall quarterly reach out to all designated primary and alternate SHOs to confirm that they continue to serve in those roles. If DCHR is unable to reach a designated SHO or to confirm that the individual still serves as the agency's primary or alternate SHO, DCHR shall work with the agency to identify a new primary or alternate SHO for the agency. DCHR shall post a list of agency SHOs on its website and update it as necessary.

2. DCHR shall develop reporting forms for disclosure of dating, romantic, and sexual relationships and for applications for waivers of the prohibition on relationships in the chain of command.

3. DCHR shall work with agencies to verify that all employees have completed the annual training on sexual harassment required by Section V.A.1.e. of this Order.

4. DCHR, working with the Office of the Chief Technology Officer, shall create a means through Peoplesoft for employees to acknowledge their receipt of the Order and agreement to comply with its provisions.

5. DCHR, in consultation with OHR, shall review, update, and provide training materials for agency SHOs, including training on investigative techniques.

6. DCHR shall establish qualification standards for SHOs and verify each SHO's qualification to serve as a SHO.

7. DCHR, in consultation with OHR and the Sexual Harassment Task Force, shall create and disseminate training and collateral materials on this Order, the sexual harassment provisions of the D.C. Human Rights Act, and other sexual harassment law and policy, to all agencies under the direct authority of the Mayor and to such independent agencies as may request access to DCHR materials. The training and collateral materials should be tailored to employees in various roles, such as senior officials, managers, attorneys, human resources personnel, and new or existing employees, and should take into account that many District Government employees work primarily in the community and may not have regular access to computer-based training modules.

J. Office of Human Rights (OHR)

1. OHR shall develop training for EEO officers on the standards of the D.C. Human Rights Act, including the changes made by the Human Rights Enhancement Amendment Act of 2022.

2. OHR shall provide consultative services to DCHR and the Sexual Harassment Task Force in creating and disseminating training and collateral materials on this Order, the sexual harassment provisions of the D.C. Human Rights Act, and other sexual harassment law and policy, to all agencies.

3. OHR shall provide a template notice to agencies for agencies to post where the agencies can fill in the name of their SHO and alternate SHO and providing basic information on the prohibition against sexual harassment, how to report, and confidentiality, pursuant to Section V.E.4.d. of this Order.

VI. PROHIBITION AGAINST RETALIATION

A. Retaliation Prohibited

Retaliating against a District Government employee for reporting or filing a claim of sexual harassment, assisting another person in reporting or asserting a claim of sexual harassment, opposing sexual harassment, acting as a witness in a sexual harassment investigation, refusing to follow orders that would result in sexual harassment, intervening to protect others from sexual harassment or advances, or challenging an allegation of sexual harassment, is strictly prohibited. Employees shall not be penalized as a result of their assertion of their rights under the D.C. Human Rights Act or providing truthful information in connection with an investigation (whether on behalf of a complainant or a respondent). Retaliatory behavior may include, but is not limited to, unwarranted reprimands, unfairly downgrading personnel evaluations, transfers to less desirable positions, verbal, or physical abuse, and altered and more inconvenient work schedules. Employees found to have engaged in retaliatory behavior shall be recommended for appropriate disciplinary action, up to and including termination.

B. Process for Alleging Retaliation

Claims of retaliation are generally beyond the scope of the investigatory authority of agency SHOs because SHOs may not be trained in assessing the legality or validity of managerial decisions such as evaluations and assignments and investigations into retaliation would be difficult to conduct in the rapid timeframe set forth in this Order. Employees who believe they have been retaliated against must file a complaint with an EEO Counselor within one hundred and eighty (180) days of the alleged retaliation and subsequently file a complaint with OHR within fifteen (15) days of receipt of the Exit Letter if the employee is not satisfied with the outcome of EEO counseling.

VII. LIMITS

Lodging a complaint regarding sexual harassment does not shield an employee from all discipline or discharge. Agencies may discipline or separate a complainant if the agency is motivated by non-retaliatory and non-discriminatory reasons that would otherwise result in such discipline or separation.

VIII. CONFIDENTIALITY

A. Protecting confidentiality is critical to encouraging victims of sexual harassment to come forth and share their stories. It encourages witness cooperation and protects the reputations of those involved. For those reasons, SHO investigations should be kept confidential.

B. Confidentiality is not absolute. SHOs must disclose information to the alleged harasser for the alleged harasser to have a full and fair opportunity to respond. SHOs may have to disclose information to witnesses to gather more information from them. SHOs must keep agency General Counsels updated for reporting purposes and for investigation support purposes. SHOs also may have to disclose criminal conduct or threats to law enforcement. SHOs should not make pledges of total confidentiality.

C. Investigative reports are confidential, highly private, and deliberative and shall not be released without a court order. Neither the complainant nor the alleged harasser shall be provided with a copy of the investigative report.

D. SHOs, the agency, and MOLC shall take all reasonable steps to ensure that no information contained in the complaint file is disseminated except in furtherance of the investigation; for entry into E-risk or another risk management system; to assist in resolution of the allegations; as necessary for execution of any consequences stemming from the investigation; when lawfully released; or when required by court order.

IX. TIMELY FILING AND STATUTE OF LIMITATIONS

Complaints of sexual harassment shall be reported as promptly as possible. Agencies should investigate alleged acts of sexual harassment beyond the legal statute of limitations, or deadlines otherwise provided by regulation or collective bargaining agreement, taking into consideration the sensitive nature of the alleged offense, the pressure the complainant may have felt not to report the conduct, when the victim became aware of behavior that was not immediately apparent, or a pattern of harassing behavior that developed over time. Some remedies or sanctions may be unavailable due to delays in filing, but even delayed investigations may yield information to the agency in its ongoing efforts to prevent and remediate sexual harassment or may add to the credibility of similar, future allegations should a pattern emerge of allegations against a particular person or practice.

X. RECORDS

A. Agencies shall maintain records of complaints and investigations conducted for three (3) years from the date of the complaint.

B. For each fiscal year, each agency shall track how many complaints of sexual harassment were made by the agency's employees; were made about its agency employees by customers/clients of the agency; grantees or contractors of the agency, and how many complaints were made of sexual harassment of the agency's employees by customers/clients, grantees or contractors, or members of the public during the agency's duties.

C. In addition to the number of complaints, agencies shall track how many matters were investigated; were resolved by mediation; were substantiated; were deemed unsubstantiated; resulted in administrative or disciplinary action against one or more individuals determined to have violated this Order or sexually harassed the complainant; have resulted in legal action; have resulted in a settlement (including the amount of any financial settlement); and how many are pending. Pursuant to the Sexual Harassment Data Collection Act, annual fiscal year data required to be produced under D.C. Official Code § 1-546.02 shall be transmitted to the Office of Human Rights on or before October 15 of each year.

D. Centralized reporting, however, should be ongoing, and agencies are directed to submit such interim, monthly, or quarterly reports as may be requested by DCHR, the MOLC, OHR, or the Sexual Harassment Task Force, and to enter incidents into E-Risk as directed.

E. Any warnings to an employee(s) to halt a particular type of behavior – whether generally or as to a particular employee(s) – shall be recorded and transmitted to the agency's human resource office and to the Mayor's Office of Legal Counsel. In the context of addressing complaints of sexual harassment, any other interventions made for an employee, customer/client, grantee or contractor shall also be recorded, whether or not they arose from an informal counseling session, a complaint of sexual harassment, a complaint regarding behavior in a dating, romantic, or sexual relationship, anonymous report, or any other means.

XI. CONCURRENT REMEDIES AND JURISDICTION

A. Non-Exclusivity of Remedies

This policy is intended to supplement or be an alternative to other processes that allow persons to complain of sexual harassment. The procedures established by this Order are separate and distinct from other options persons with grievances relating to sexual harassment may have, through the Office of Human Rights, the Equal Employment Opportunity Commission, any grievance procedure available under their collective bargaining agreement, ethics complaint and investigation processes administered by the Board of Ethics and Government Accountability, or any other statutory or regulatory complaint process. Filing a complaint under this Order does not stay or delay any filing deadlines in any other forum.

B. Filing a Formal Complaint with the Office of Human Rights

In addition to pursuing action within the agency, an alleged victim of sexual harassment, or a person acting on the victim's behalf with or without the victim's consent, may report a sexual harassment claim within one year of the alleged harassment or its discovery to OHR using its Intake Questionnaire Form. EEO counseling is not required prior to the filing of a complaint with OHR.

C. Filing a Complaint with the Equal Employment Opportunity Commission

Some complaints may fall within the jurisdiction of the federal Equal Employment Opportunity Commission.

D. Relationship and Remedies under Negotiated Grievance Claims

Filing a report or complaint under this policy does not satisfy the requirements for filing a negotiated grievance and obtaining remedies under a collective bargaining agreement, nor does the complaint under this Order delay the

time limits for initiating such a procedure. To pursue a negotiated grievance claim, the employee should file a grievance in accordance with the provisions of the applicable collective bargaining agreement.

E. Criminal Remedies and Referrals

1. Where there is an allegation of criminal misconduct, including for example, sexual assault, kidnapping, stalking, or a threat to do bodily harm, the agency may, after consulting its General Counsel, place the victim and/or the alleged harasser on administrative leave with pay pending final administrative resolution of the complaint or any criminal proceeding.

2. The complainant at his or her choice may report the alleged criminal violation to a law enforcement agency, including the Metropolitan Police Department ("MPD"). Where a criminal violation occurred, the agency shall recommend discipline of the perpetrator up to, and including, termination.

3. While it is generally the alleged victim's decision to report sexual harassment offenses for possible criminal prosecution, if during an investigation the agency uncovers evidence of ongoing crimes (such as sexual extortion of beneficiaries of government services) or criminal activity collateral to or extending beyond the reported allegations of sexual harassment, such as gun-related offenses, the agency shall notify law enforcement.

F. Crime Victim Hotline

The agency shall also remind complainants of sexual assault or other possible crimes of the existence of the DC Victim Hotline. The hotline, 1-844-443-5732, is available 24/7 by telephone, text, or online chat to seamlessly connect victims of crime to free resources to help them navigate the physical, financial, legal, and emotional repercussions of crime. Through the hotline, victims may be matched with an advocate who can help them decide whether to pursue a matter through the criminal justice process.

G. Courts of Law

This Mayor's Order is directed towards preventing and remedying sexual harassment in District Government operations and it does not preclude complainants from obtaining counsel and pursuing any remedies they may have in courts of law. The options discussed in this Order do not constitute legal advice; deadlines for filing, procedures, and substantive offenses or remedies may change over time.

XII. APPLICABILITY OF PERSONNEL RULES

Any proposed personnel action instituted under this Order is subject to the regulations set forth in the District of Columbia Personnel Manual at Title 6B of the District of Columbia Municipal Regulations.

XIII. SEXUAL HARASSMENT TASK FORCE

A. There is hereby established the Sexual Harassment Task Force as an internal task force comprised of representatives of the Office of Human Rights, the Mayor's Office of General Counsel, the Department of Human Resources, the Assistant City Administrator, and the Mayor's Office of Legal Counsel, as designated by the head of each office, and such other individuals as these members may invite to serve as additional members of the task force. The task force shall meet from time to time to develop and advise on trainings, make recommendations about needed policies, review draft regulations, and otherwise take action or recommend measures to fulfill the intent of this Order: including to reduce the incidence of sexual harassment, train employees on what to do when faced with inappropriate workplace conduct, including harassment, and provide additional, effective procedures for addressing inappropriate conduct of a sexual nature. The task force may invite experts and other individuals to participate in the meetings and deliberations of the task force.

B. The Sexual Harassment Task Force shall, no later than May 1, 2024, make recommendations in the following areas and shall provide such recommendations to the appropriate agencies with authority to carry out the

recommendations or make final decisions regarding them. The recommendations need not be in the form of a report and may remain deliberative discussion items until finalized and accepted:

1. Communications to District Government employees about the District's sexual harassment policies;

2. Updates to required trainings for SHOs and agency General Counsels;

3. Recommendations for building a workplace free from sexual harassment;

4. Any recommended adjustments to prohibitions and disclosures regarding dating, romantic, and sexual relationships; and

5. The performance and progress by the agencies named in this Order in completing the responsibilities assigned to them.

XIV. SUPERSESSION

This Order supersedes Mayor's Order 2017-313 and any other provision of a previous Mayor's Order or practice pursuant to that Mayor's Order, to the extent of any inconsistency.

XV. EFFECTIVE DATE: This Order shall become effective November 10, 2023.

_____

MURIEL BOWSER

MAYOR

ATTEST: _____

KIMBERLY A. BASSETT

SECRETARY OF STATE OF THE DISTRICT OF COLUMBIA

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Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director	CG	10/9/2025
2. Chris Earley, Deputy Director	CEE	10/8/25
3. Julia Wiley, General Counsel	JW	10/6/25
4. Bill Winston, Associate Director of Community Services	WW	9/30/2025
5. Ernest Merchant, Program Analyst	EM	9/25/25
6.		

SUBJECT: HOUSING COUNSELING SERVICES, INC. - Housing Services

Director's Comments:

Action

APPROVAL	CIRCULATE	CORRECTION	FILE	FYI	INVITATION	MEETING	SIGNATURE
☒	☐	☐	☐	☐	☐	☐	☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Housing Counseling Services, Inc.- NBAP FY26 Housing Services $3,000,000.00

Grant 2025-04

Originating Office

FROM: E. Merchant	TELEPHONE NUMBER:
DATE: 9/25/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE:

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

OFFICE OF THE DIRECTOR
OCT 9 '25 AM9:12

REV 1.0 10/25/23

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

OCT 0 9 2025

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Ernest Merchant
Program Analyst

Date: September 25, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Housing Counseling Services, Inc.**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$3,000,000.00**
ATTACHMENTS:	**FY25 Grant Agreement #2025-04** **FY26 Grant Modification #2025-04** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-04
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

MODIFICATION OF GRANT AGREEMENT
BY AND BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
AND
HOUSING COUNSELING SERVICES INC.

This Modification of Grant Agreement (the **"Modification"**) is entered into as of the 9 day of October 2025, (**"Effective Date"**), by and between the **District of Columbia**, a municipal corporation (hereinafter sometimes referred to as the **"District"**), acting by and through the District of Columbia Department of Housing and Community Development (hereinafter referred to as the **"Grantor"** or **"DHCD"**), and **Housing Counseling Services Inc.** [Entity Identifier NA6MQB4FM3C1], a non-profit corporation organized and existing under the laws of the District of Columbia, (hereinafter sometimes referred to as the **"Grantee"**) with its principal place of business at 2410 17th St NW Ste 100, Washington, DC 20009. The Grantor and Grantee shall be together referred to as the "Parties."

RECITALS:

1. DHCD, with offices at 1909 Martin Luther King, Jr. Avenue, SE, Washington, DC, 20020, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program pursuant to the District of Columbia Community Development Act of 1975 (D.C. Official Code § 6-1001 *et seq.*) and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Parties entered into a Grant Agreement (DHCD Contract No. 2025-04) **("Grant Agreement or "Agreement")** effective on February 1, 2025, that memorialized a funding award to Grantee derived from the District's Community Development Block Grant Program ("CDBG") Grant allocation for the purpose of providing a range of HUD housing counseling services that benefit low and moderate-income persons in the District of Columbia for the period from February 1, 2025 through December 31, 2025. (**"Grant Term"**). The Grant Agreement is attached hereto as ***Exhibit A*** and incorporated herein.

3. Section III.C. of the Grant Agreement included an erroneous statement regarding immigration status of Grant services beneficiaries.

4. Pursuant to Section XXII. of the Agreement, the Parties desire to amend the Agreement to correct that erroneous statement and for other purposes.

NOW, THEREFORE, in consideration of the mutual agreements of the Parties set forth herein, the Parties hereby agree as follows:

1. The above recitals are hereby incorporated and made a part of this Amendment.

2. Capitalized terms used in this Amendment that are not defined herein shall have the meanings given to such terms in the Grant Agreement.

3. **Section III. Grant Award Subsection C. Paragraph 1**
The second sentence, to include footnote 5 for a Housing Counseling Services Grant or footnote 7 for a Small Business Services Grant is deleted. **This change is retroactive to the Grant Effective Date.**

4. **Section IV. Grant Term and Periods of Performance**
The Grant term and Periods of Performance are revised. The text in the first paragraph of Section IV. is deleted and replaced with the following text:

*The term of this Agreement shall commence on the Effective Date and continue through September 30, 2026 (**"Grant Term"** or **"Term"**). There are two Performance Periods during this Term. The first Performance Period begins on the Effective Date and ends on September 30, 2025. The second Performance Period begins on October 1, 2025, and ends on September 30, 2026.*

5. **Section III. Grant Award** is amended to add a new subsection B. to read as follows:

*B. The Grant Award is amended to authorize a budget for Grant services to be provided during the Performance Period that begins October 1, 2025, and ends on September 30, 2026. (**"FY 2026 or FY 26"**). Total Grant authority in FY 26 shall not exceed **Three Million Dollars and No Cents [$3,000,000.]**.*

The FY 2026 Grant funding is allocated as follows:

Sources and Uses of Funds:

Public Service ("PS") [CDBG EN]	*$1,529,568.*
Non-Public Service ("NPS") [CDBG EN]	*$ 470,432.*
NRSAs Ward 7 and Ward 8 [CDBG EN]	*$1,000,000.*
TOTAL CDBG [EN]	*$3,000,000.*
TOTAL AWARD [All Sources]	*$3,000,000.*

Notwithstanding the designated source of funds, the Grantor reserves the right to provide funding from another source(s). In all cases, applicable Federal and District laws and regulations shall apply regardless of the source.

The FY 26 funds will be used to fund a range of services which HUD has defined as (insert one of the following)

- ***Housing Counseling Services: Public Services and Non-Public Services provided by a HUD Approved Counseling Agency ("HCA").***

The specific Grant activities are described in ***Exhibit B*** *attached hereto, which includes:*
(a) the Statement of Work,
(b) The Grantor approved Workplan

(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as ***Exhibit C****. and incorporated herein. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.*

6. The Parties agree that this Modification does not otherwise affect or impair their obligations under the Grant Agreement, and all terms, conditions and obligations of the Grant Agreement, not amended herein, shall continue in full force and effect as prescribed in the Grant Agreement.

7. This Modification shall be binding upon and inure to the benefit of the Parties to this Agreement and to their successors and assigns and continue so long as the Grant Agreement is effective.

8. Grantor and Grantee agree that if any of the terms and conditions contained herein shall contradict any of the terms and conditions in the Grant Agreement, the terms and conditions contained herein shall prevail.

IN WITNESS WHEREOF, the Parties have executed this Modification by and through their duly constituted and authorized officers and agents on the day and year first hereinabove written.

[Signature pages follow]

GRANTOR SIGNATURE PAGE

DISTRICT OF COLUMBIA, a municipal corporation acting by and through the Department of Housing and Community Development

By: _____
Colleen Green
Director

10/9/2025
Date

Legal Review:

By: Julia H Wiley
Office of the General Counsel
Department of Housing
and Community Development

Date: 10/6/25

GRANTEE SIGNATURE PAGE

HOUSING COUNSELING SERVICES INC.
a District of Columbia nonprofit corporation

By: _____
Marian Siegel
Executive Director

10/9/25
_____
Date

DHCD Contract No. 2025-04
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

GRANTEE SIGNATURE PAGE

HOUSING COUNSELING SERVICES INC.
a District of Columbia nonprofit corporation

By: _____
Marian Siegel
Executive Director

_____
Date

DHCD Contract No. 2025-04
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT A

FY 2025 Grant Agreement

DHCD Contract No. 2025-04
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT B

FY 2026 Statement of Work
and
Workplan

DHCD Contract No. 2025-04
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT C

FY 2026 Budget

Applicant's Name: Housing Counseling Services Inc.
RFA FY25

Services to be provided in FY26

The Grantee is funded to provide the service(s) identified herein *(see below)*. Services are to be provided by the Grantee in accordance with the description, conditions and procedures identified in Section 3.2 of the RFA FY25 for Housing Services (incorporated herein by reference); provided however, DHCD may alter descriptions, conditions and procedures at any time.

Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program
A6: Income Certification for the PADD Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B12: Legal Services for Seniors and/or Coop & Condo Associations
B13: Technical Assistance for Coop and Condo Associations
B14: Technical Assistance for Owners of Small Rental Properties

CATEGORY C: TENANTS AND TENANT GROUPS
C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

FY25 Housing Counseling Services Workplan

Organization Name:	Housing Counseling Services
Grant Number:	2025.04

Performance Period: 10/1/2025 9/30/2026

RFA Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	NRSA Ward 7 & 8 All Services	Total
A1	HUD Housing Counseling	30	Number of First Time Homebuyers Purchasing Homes					
A1		400	Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		800	Number of 1:1 Counseling Sessions (Budget & Credit)	Public Service or NRSA	$125,000.00	$0.00	$50,000.00	$175,000.00
A1		400	Number of unduplicated households					
A1		600	Number of 1:1 Homebuyer Counseling Sessions					
A1		600	Number of unduplicated households					
A2	8-Hour Homebuyer Class	14	Number of 8-hour Homebuyer Educations Classes					
A2		700	Number of Attendees of 8-hour Homebuyer Classes	Public Service or NRSA	$55,000.00	$0.00	$0.00	$55,000.00
A2		700	Number of DHCD Certificates issued					
A3	HPAP (SEAHP/REAHP) (HPS ONLY)	64	Number of HPAP Pre Purchase Orientations conducted					
A3		600	Number of Attendees at HPAP Orientations					
A3		60	Number of Files submitted to HPAP Administraters	Non-Public Service or NRSA	$0.00	$470,432.00	$0.00	$470,432.00
A3		360	Number of 1:1 HPAP Counseling Sessions					
A3		600	Number of unduplicated households					
A4	IZ/ADU Orientations	52	Number of IZ Orientations Conducted					
A4		900	Number of Attendees at IZ Orientations	Public Service or NRSA	$118,000.00	$0.00	$25,000.00	$143,000.00
A4		900	Number of DHCD Certificates issued					
A5	IZ/ADU Income Certifications	575	Number of IZ/ADU Income Certifications completed	Public Service or NRSA	$479,230.00	$0.00	$0.00	$479,230.00
A5	PADD	0	Number of PADD group training/coaching					
A6		0	Number of Attendees at PADD group training					
A6		0	Number of 1:1 PADD sessions (if applicable)	Public Service or NRSA	$29,000.00	$0.00	$0.00	$29,000.00
A6		0	Number of unduplicated households receiving 1:1 PADD sessions					
A6		12	Number of PADD Income Certifications					
A7	General Housing Services & Information (Group Training)	16	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)					
A7		80	Number of Attendees at Financial Literacy Trainings					
A7		0	Number of Homebuyer Clubs Meetings	Public Service or NRSA	$24,000.00	$0.00	$75,000.00	$99,000.00
A7		0	Total of Attendees at Homebuyer Club Meetings					
A7		6	Number of group trainings or workshops not reported in other categories					
A7		30	Number of Attendes at group trainings or workshops not reported in other categories					
B10	Eviction Counseling	14	Number of Eviction workshops					
B10		80	Number of Attendees at Eviction workshops					
B10		350	1:1 Eviction Counseling					
B10		100	Unduplicated households 1:1 eviction Counseling	Public Service or NRSA	$150,000.00	$0.00	$180,000.00	$330,000.00
B10		25	Number referred to Attorney(s) for Legal Services					
B10		0	Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)					
B10		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only					
B10		300	Number Evictions Prevented					
B11	SFRP	12	Number of SFRP Orientations conducted (required)					
B11		16	Number of 1:1 Intake sessions	Public Service or NRSA	$25,000.00	$0.00	$40,000.00	$65,000.00
B11		20	Number of unduplicated households					
B11		6	Number of complete applications submitted in SFRRP Portal					
B12	Legal Services for Seniors, Coops and Condos (Law Firm Subrecepients Only)	0	Senior households receiving legal services					
B12		0	Coop Associations receiving legal services					
B12		0	Condo Associations receiving legal services					
B12		0	Number of Pro Bono Legal Services Recruited and Retained					
B12		0	Number of Trainings for Law Firms (Trainings)					
B12		0	Number of Attendees at trainings for Law Firms (Attendees)					
B12		0	Number of new partnerships initiated					
B12		0	Total Number of Trainings to and work with Pro Bono Provided	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
B12		0	Number of outreach presentations conducted					
B12		0	Number of outreach activities conducted					
B12		0	Number of Senior Households that received Legal Counsel or Consultation					
B12		0	Number of Senior households that received Legal Representation					
B12		0	# of clients helped with Schedule H					
B12		0	# of clients helped with life planning docs					
B12		0	# pro bono attorneys engaged in housing-related matters					
B12		0	# veterans receiving legal counsel/advice					
B13	Technical Assistance for Co-Ops and Condo Associations	28	Number of Co-Op Associations receiving Technical Assistance					
B13	Coops	0	Number of Action Plans written for Co-Op Associations					
B13	Coops	15	Number of Successful Outcomes for Co-Op Associations					
B13	Coops	10	Number of Asset Management Improvement Services Provided for Co-Op					
B13	Coops	5	Number of Asset Management Tactical Support Services Provided to Co-Op					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Legal Assistant Services provided to Distressed Co-Op Associations					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Organization Sustainability Tactical Support Services Provided to Co-Ops					
B13	Coops	0	Number of Ownership Educations Sessions provided to different ownership models including shared equ					
B13	Coops	0	Number of Relocation Plans completed and accepted for Co-Ops					
B13	Coops	0	Numbers of Trainings on Board Operations Governance & Management to Co-ops					
B13	Coops	0	Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Ass					
B13	Coops	0	Number of written Asset Management & Sustainability Plans for Co-Ops	Public Service or NRSA	$35,000.00	$0.00	$65,000.00	$100,000.00
B13	Condos	12	Number of Condo Associations receiving Technical Assistance					
B13	Condos	0	Number of Action Plans written for Condo Associations					
B13	Condos	10	Number of Successful Outcomes for Condo Associations					
B13	Condos	6	Number of Asset Management Improvement Services Provided for Condo					
B13	Condos	0	Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies comp					
B13	Condos	0	Number of Asset Management Tactical Support Services Provided to Condo					
B13	Condos	0	Number of Legal Assistant Services provided to Distressed Condo Associations					
B13	Condos	0	Number of Consultative Services Provided to Condo Associations and Clients					
B13	Condos	0	Number of Organization Sustainability Tactical Support Services Provided to Condo Associations					
B13	Condos	0	Number of Relocation Plans completed and accepted for Condo Associations					
B13	Condos	0	Numbers of Trainings on Board Operations Governance & Management to condo associations					
B13	Condos	0	Number of written Asset Management & Sustainability Plans for Condo Associations					
B13	Coops and Condos	0	Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies comp					
B13	Coops and Condos	0	Number of Associations (Coops and Condos) referred to private/nonprofit Law Firm					
B13	Coops and Condos	0	Number of Trainings on Development including Relocation and Construction Management					
B14	Technical Assistance for Small Apartment Owners (25 units and less)	0	Number of Inquiries Received					
B14		0	Number of Owners/Managers receiving Services	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
B14		0	Number of Action Plans Written					
B14		0	Number of Action Plans Implemented/Completed					
B14		0	Number of Owners/Managers needing Asset Management Guidance					
B8	General Home Management (Post Purchase Non-Delinquent)	0	Number of Homeownership Preservation Workshops					
B8		0	Number of Attendees at Homeownership Preservation Workshops					
B8		0	Number of Post-Purchase Workshops (not including Homeownership Preservation)	Public Service or NRSA	$28,000.00	$0.00	$30,000.00	$58,000.00
B8		0	Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)					
B8		50	Number of 1:1 Post-Purchase Counseling Sessions					
B8		25	Number of Unduplicated households participating in 1:1 Post-Purchase Counseling Sessions					
B9	Foreclosure Counseling	5	Number of Foreclosure Workshops					
B9		8	Number of Attendees at Foreclosure Workshops					
B9		1680	Number of 1:1 Foreclosure Counseling Sessions					
B9		550	Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions	Public Service or NRSA	$80,000.00	$0.00	$0.00	$80,000.00
B9		0	Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)					
B9		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only					
B9		0	Number referred to Attorney(s) for Legal Services					
B9		0	Number of Foreclosures Prevented					
C15	TOPA Pre-Purchase Counseling & Training	150	Number of TOPA Meetings with Tenant Association					
C15		1500	Number of Attendees at TOPA Meetings	Public Service or NRSA	$125,000.00	$0.00	$310,000.00	$435,000.00
C15		30	Number of TOPA Training Workshops to Tenants					
C15		200	Number of Attendees at TOPA Training Workshops					
C16	TOPA Post-Purchase Counseling & Training	20	Number of TOPA Post Purchase Training Workshops					
C16		200	Number of Attendees at TOPA Post Purchase Workshops	Public Service or NRSA	$124,568.00	$0.00	$44,910.00	$169,478.00
C16		150	Number of unduplicated households					
C16		0	Number of one on one counseling sessions					
C16		0	Number of group training/coaching					
C17	Tenant Counseling for HRA - Rental Accomodation Division	150	Number of unduplicated households					
C17		70	Number of one on one counseling sessions	Public Service or NRSA	$65,000.00	$0.00	$120,090.00	$185,090.00
C17		50	Number of group training/coaching					
C17		500	Number of Attendees at group training/coaching					
Marketing	MARKETING AND OUTREACH	12	Housing Fairs					
Marketing		15	Other Tabling Events					
Marketing		10000	Flyers Distributed					
Marketing		200	Social Media Posts (Facebook, LinkedIn, Instagram)	Public Service or NRSA	$66,770.00	$0.00	$60,000.00	$126,770.00
Marketing		25000	Mailings					
Marketing		0	Paid Advertising (display ads in print)					
Marketing		0	Other					
Marketing		0	Other					
	TOTALS	40859			$1,529,568.00	$470,432.00	$1,000,000.00	$3,000,000.00

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	10/1/2025 - 9/30/2026
FISCAL YEAR:	FY 2026
TARGET SERVICE AREA (if applicable):	COMMUNITY BASED
WARD (if applicable):	
TYPE OF ACTIVITY:	Housing Counseling

Instructions: *Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$ 2,463,764.00	$ -	$ 2,463,764.00
Consultants	$ 10,000.00	$ -	$ 10,000.00
Space	$ 153,671.00	$ -	$ 153,671.00
Utilities	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Consumables	$ -	$ -	$ -
Marketing & Outreach	$ -	$ -	$ -
Training	$ 1,500.00	$ -	$ 1,500.00
IT Services & Support	$ -	$ -	$ -
Travel	$ 1,500.00	$ -	$ 1,500.00
Equipment	$ -	$ -	$ -
	$ -	$ -	$ -
Total Direct Cost	$ 2,630,435.00	$ -	$ 2,630,435.00
Total Indirect Costs (De Minimis Cost Rate 11.59%)	$ 369,565.00	$ -	$ 369,565.00
Total Costs	$ 3,000,000.00	$ -	$ 3,000,000.00

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)

NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2026
PERIOD SERVICE DATES:	10/01/2025 to 9/30/2026
TYPE OF ACTIVITY:	Housing Counseling

Instructions: *Please add number of rows for this portion of your budget as needed.*

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
Sr Program Director	CHENG	$ 141,000	$ 77.47	10%	12	$ 14,112.00
Program Director	CLARKSON	$ 101,000	$ 55.49	45%	12	$ 45,456.00
Counselor	ALDANA	$ 78,000	$ 42.86	97%	12	$ 75,668.00
Sr. Counselor	CAMILO	$ 85,000	$ 46.70	97%	12	$ 82,459.00
Program Director	HAMILTON	$ 106,000	$ 58.24	97%	12	$ 102,816.00
Coordinator	KNOTT	$ 97,000	$ 53.30	95%	12	$ 92,154.00
Counselor	ORELLANA	$ 85,000	$ 46.70	97%	12	$ 82,459.00
Program Manager	SALMERON	$ 95,000	$ 52.20	97%	12	$ 92,155.00
Program Director	KING-AGUILAR	$ 106,000	$ 58.24	10%	12	$ 10,596.00
Intake Specialist	ORTEGA	$ 67,000	$ 36.81	10%	12	$ 6,696.00
Eligibility Specialist	BLANCO-GUZMAN	$ 69,000	$ 37.91	100%	12	$ 69,000.00
Manager	CATTERTON-A	$ 104,000	$ 57.14	100%	12	$ 104,004.00
Eligibility Specialist	FLORES-S	$ 63,000	$ 34.62	100%	12	$ 63,000.00
Eligibility Specialist	HERNANDEZ-y	$ 72,000	$ 39.56	100%	12	$ 72,000.00
Eligibility Specialist	PAIZ	$ 66,000	$ 36.26	100%	12	$ 66,000.00
Eligibility Specialist	SASU-C	$ 76,000	$ 41.76	100%	12	$ 75,996.00
Program Director	TINSLEY	$ 110,000	$ 60.44	100%	12	$ 110,004.00
Tenant Services Specialist	ACKERMAN	$ 70,000	$ 38.46	97%	12	$ 67,896.00
Program Director	BALLANTYNE	$ 123,000	$ 67.58	97%	12	$ 119,316.00
Tenant Services Specialist	CANCHESTER	$ 70,000	$ 38.46	100%	12	$ 69,996.00
Program Director	HENNESSY	$ 105,000	$ 57.69	97%	12	$ 101,856.00
Tenant Services Specialist	JONES	$ 67,000	$ 36.81	100%	12	$ 66,996.00
Tenant Services Specialist	PAUL	$ 71,000	$ 39.01	100%	12	$ 71,004.00
Tenant Services Specialist	RIVERA	$ 71,000	$ 39.01	100%	12	$ 71,004.00
Trainer	ADAMS	$ 67,000	$ 36.81	96%	12	$ 64,488.00
Program Director	BERMUDEZ-O	$ 115,000	$ 63.19	97%	12	$ 111,552.00
Trainer	CACERES	$ 68,000	$ 37.36	98%	12	$ 66,372.00
Coordinator	TESFAYE	$ 80,000	$ 43.96	98%	12	$ 78,081.00
Personnel Subtotals		$2,428,000.00				$ 2,053,136.00

Fringe Benefits (Max 20%)	$ 410,628.00
Total NBAP Grant Personnel Costs	$ 2,463,764.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	10/1/2025 - 9/30/2026
FISCAL YEAR:	FY 2026
TARGET SERVICE AREA (if applicable):	PUBLIC SERVICES
WARD (if applicable):	
TYPE OF ACTIVITY:	Housing Counseling

Instructions: *Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$ 1,250,645.00	$ -	$ 1,250,645.00
Consultants	$ 10,000.00	$ -	$ 10,000.00
Space	$ 78,326.00	$ -	$ 78,326.00
Utilities	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Consumables	$ -	$ -	$ -
Marketing & Outreach	$ -	$ -	$ -
Training	$ 1,500.00	$ -	$ 1,500.00
IT Services & Support	$ -	$ -	$ -
Travel	$ 1,500.00	$ -	$ 1,500.00
Equipment	$ -	$ -	$ -
	$ -	$ -	$ -
Total Direct Cost	$ 1,341,971.00	$ -	$ 1,341,971.00
Total Indirect Costs (De Minimis Cost Rate 15%)	$ 187,597.00	$ -	$ 187,597.00
Total Costs	$ 1,529,568.00	$ -	$ 1,529,568.00

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)

NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2026
PERIOD SERVICE DATES:	10/01/2025 to 9/30/2026
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
Sr Program Director	CHENG	$ 141,000	$ 77.47	2%	12	$ 3,233.00
Program Director	CLARKSON	$ 101,000	$ 55.49	9%	12	$ 9,096.00
Counselor	ALDANA	$ 78,000	$ 42.86	0%	12	$ -
Sr. Counselor	CAMILO	$ 85,000	$ 46.70	0%	12	$ -
Program Director	HAMILTON	$ 106,000	$ 58.24	0%	12	$ -
Coordinator	KNOTT	$ 97,000	$ 53.30	0%	12	$ -
Counselor	ORELLANA	$ 85,000	$ 46.70	0%	12	$ -
Program Manager	SALMERON	$ 95,000	$ 52.20	0%	12	$ -
Program Director	KING-AGUILAR	$ 106,000	$ 58.24	5%	12	$ 5,724.00
Intake Specialist	ORTEGA	$ 67,000	$ 36.81	5%	12	$ 3,612.00
Eligibility Specialist	BLANCO-GUZMAN	$ 69,000	$ 37.91	100%	12	$ 69,000.00
Manager	CATTERTON-A	$ 104,000	$ 57.14	100%	12	$ 104,004.00
Eligibility Specialist	FLORES-S	$ 63,000	$ 34.62	100%	12	$ 63,000.00
Eligibility Specialist	HERNANDEZ-y	$ 72,000	$ 39.56	100%	12	$ 72,000.00
Eligibility Specialist	PAIZ	$ 66,000	$ 36.26	100%	12	$ 66,000.00
Eligibility Specialist	SASU-C	$ 76,000	$ 41.76	100%	12	$ 75,996.00
Program Director	TINSLEY	$ 110,000	$ 60.44	60%	12	$ 66,000.00
Tenant Services Specialist	ACKERMAN	$ 70,000	$ 38.46	63%	12	$ 44,136.00
Program Director	BALLANTYNE	$ 123,000	$ 67.58	58%	12	$ 71,592.00
Tenant Services Specialist	CANCHESTER	$ 70,000	$ 38.46	65%	12	$ 45,492.00
Program Director	HENNESSY	$ 105,000	$ 57.69	62%	12	$ 64,932.00
Tenant Services Specialist	JONES	$ 67,000	$ 36.81	65%	12	$ 43,548.00
Tenant Services Specialist	PAUL	$ 71,000	$ 39.01	65%	12	$ 46,152.00
Tenant Services Specialist	RIVERA	$ 71,000	$ 39.01	63%	12	$ 44,968.00
Trainer	ADAMS	$ 67,000	$ 36.81	48%	12	$ 32,244.00
Program Director	BERMUDEZ-O	$ 115,000	$ 63.19	34%	12	$ 39,048.00
Trainer	CACERES	$ 68,000	$ 37.36	49%	12	$ 33,186.00
Coordinator	TESFAYE	$ 80,000	$ 43.96	49%	12	$ 39,241.00
Personnel Subtotals		$ 2,428,000.00				$ 1,042,204.00

Fringe Benefits (Max 20%)	$ 208,441.00
Total NBAP Grant Personnel Costs	$ 1,250,645.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	10/1/2025 - 9/30/2026
FISCAL YEAR:	FY 2026
TARGET SERVICE AREA (if applicable):	NON PUBLIC SERVICES
WARD (if applicable):	
TYPE OF ACTIVITY:	Housing Counseling

Instructions: *Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$ 387,635.00	$ -	$ 387,635.00
Consultants	$ -	$ -	$ -
Space	$ 24,652.00	$ -	$ 24,652.00
Utilities	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Consumables	$ -	$ -	$ -
Marketing & Outreach	$ -	$ -	$ -
Training	$ -	$ -	$ -
IT Services & Support	$ -	$ -	$ -
Travel	$ -	$ -	$ -
Equipment	$ -	$ -	$ -
	$ -	$ -	$ -
Total Direct Cost	$ 412,287.00	$ -	$ 412,287.00
Total Indirect Costs (De Minimis Cost Rate 15%)	$ 58,145.00	$ -	$ 58,145.00
Total Costs	$ 470,432.00	$ -	$ 470,432.00

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)

NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2026
PERIOD SERVICE DATES:	10/01/2025 to 9/30/2026
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
Sr Program Director	CHENG	$ 141,000	$ 77.47	5%	12	$ 7,056.00
Program Director	CLARKSON	$ 101,000	$ 55.49	23%	12	$ 22,728.00
Counselor	ALDANA	$ 78,000	$ 42.86	52%	12	$ 40,356.00
Sr. Counselor	CAMILO	$ 85,000	$ 46.70	53%	12	$ 44,667.00
Program Director	HAMILTON	$ 106,000	$ 58.24	53%	12	$ 55,693.00
Coordinator	KNOTT	$ 97,000	$ 53.30	52%	12	$ 49,991.00
Counselor	ORELLANA	$ 85,000	$ 46.70	53%	12	$ 44,667.00
Program Manager	SALMERON	$ 95,000	$ 52.20	53%	12	$ 49,915.00
Program Director	KING-AGUILAR	$ 106,000	$ 58.24	5%	12	$ 4,872.00
Intake Specialist	ORTEGA	$ 67,000	$ 36.81	5%	12	$ 3,084.00
Eligibility Specialist	BLANCO-GUZMAN	$ 69,000	$ 37.91	0%	12	$ -
Manager	CATTERTON-A	$ 104,000	$ 57.14	0%	12	$ -
Eligibility Specialist	FLORES-S	$ 63,000	$ 34.62	0%	12	$ -
Eligibility Specialist	HERNANDEZ-y	$ 72,000	$ 39.56	0%	12	$ -
Eligibility Specialist	PAIZ	$ 66,000	$ 36.26	0%	12	$ -
Eligibility Specialist	SASU-C	$ 76,000	$ 41.76	0%	12	$ -
Program Director	TINSLEY	$ 110,000	$ 60.44	0%	12	$ -
Tenant Services Specialist	ACKERMAN	$ 70,000	$ 38.46	0%	12	$ -
Program Director	BALLANTYNE	$ 123,000	$ 67.58	0%	12	$ -
Tenant Services Specialist	CANCHESTER	$ 70,000	$ 38.46	0%	12	$ -
Program Director	HENNESSY	$ 105,000	$ 57.69	0%	12	$ -
Tenant Services Specialist	JONES	$ 67,000	$ 36.81	0%	12	$ -
Tenant Services Specialist	PAUL	$ 71,000	$ 39.01	0%	12	$ -
Tenant Services Specialist	RIVERA	$ 71,000	$ 39.01	0%	12	$ -
Trainer	ADAMS	$ 67,000	$ 36.81	0%	12	$ -
Program Director	BERMUDEZ-O	$ 115,000	$ 63.19	0%	12	$ -
Trainer	CACERES	$ 68,000	$ 37.36	0%	12	$ -
Coordinator	TESFAYE	$ 80,000	$ 43.96	0%	12	$ -
Personnel Subtotals		$ 2,428,000.00				$ 323,029.00

Fringe Benefits (Max 20%)	$ 64,606.00
Total NBAP Grant Personnel Costs	$ 387,635.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	10/1/2025 - 9/30/2026
FISCAL YEAR:	FY 2026
TARGET SERVICE AREA (if applicable):	NRSA WARD 7-8
WARD (if applicable):	7, 8
TYPE OF ACTIVITY:	Housing Counseling

Instructions: *Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$ 825,484.00	$ -	$ 825,484.00
Consultants	$ -	$ -	$ -
Space	$ 50,693.00	$ -	$ 50,693.00
Utilities	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Consumables	$ -	$ -	$ -
Marketing & Outreach	$ -	$ -	$ -
Training	$ -	$ -	$ -
IT Services & Support	$ -	$ -	$ -
Travel	$ -	$ -	$ -
Equipment	$ -	$ -	$ -
	$ -	$ -	$ -
Total Direct Cost	$ 876,177.00	$ -	$ 876,177.00
Total Indirect Costs (De Minimis Cost Rate 15%)	$ 123,823.00	$ -	$ 123,823.00
Total Costs	$ 1,000,000.00	$ -	$ 1,000,000.00

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)

NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2026
PERIOD SERVICE DATES:	10/01/2025 to 9/30/2026
TYPE OF ACTIVITY:	Housing Counseling

Instructions: *Please add number of rows for this portion of your budget as needed.*

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
Sr Program Director	CHENG	$ 141,000	$ 77.47	3%	12	$ 3,823.00
Program Director	CLARKSON	$ 101,000	$ 55.49	13%	12	$ 13,632.00
Counselor	ALDANA	$ 78,000	$ 42.86	45%	12	$ 35,312.00
Sr. Counselor	CAMILO	$ 85,000	$ 46.70	44%	12	$ 37,792.00
Program Director	HAMILTON	$ 106,000	$ 58.24	44%	12	$ 47,123.00
Coordinator	KNOTT	$ 97,000	$ 53.30	43%	12	$ 42,163.00
Counselor	ORELLANA	$ 85,000	$ 46.70	44%	12	$ 37,792.00
Program Manager	SALMERON	$ 95,000	$ 52.20	44%	12	$ 42,240.00
Program Director	KING-AGUILAR	$ 106,000	$ 58.24	0%	12	$ -
Intake Specialist	ORTEGA	$ 67,000	$ 36.81	0%	12	$ -
Eligibility Specialist	BLANCO-GUZMAN	$ 69,000	$ 37.91	0%	12	$ -
Manager	CATTERTON-A	$ 104,000	$ 57.14	0%	12	$ -
Eligibility Specialist	FLORES-S	$ 63,000	$ 34.62	0%	12	$ -
Eligibility Specialist	HERNANDEZ-y	$ 72,000	$ 39.56	0%	12	$ -
Eligibility Specialist	PAIZ	$ 66,000	$ 36.26	0%	12	$ -
Eligibility Specialist	SASU-C	$ 76,000	$ 41.76	0%	12	$ -
Program Director	TINSLEY	$ 110,000	$ 60.44	40%	12	$ 44,004.00
Tenant Services Specialist	ACKERMAN	$ 70,000	$ 38.46	34%	12	$ 23,760.00
Program Director	BALLANTYNE	$ 123,000	$ 67.58	39%	12	$ 47,724.00
Tenant Services Specialist	CANCHESTER	$ 70,000	$ 38.46	35%	12	$ 24,504.00
Program Director	HENNESSY	$ 105,000	$ 57.69	35%	12	$ 36,924.00
Tenant Services Specialist	JONES	$ 67,000	$ 36.81	35%	12	$ 23,448.00
Tenant Services Specialist	PAUL	$ 71,000	$ 39.01	35%	12	$ 24,852.00
Tenant Services Specialist	RIVERA	$ 71,000	$ 39.01	37%	12	$ 26,036.00
Trainer	ADAMS	$ 67,000	$ 36.81	48%	12	$ 32,244.00
Program Director	BERMUDEZ-O	$ 115,000	$ 63.19	63%	12	$ 72,504.00
Trainer	CACERES	$ 68,000	$ 37.36	49%	12	$ 33,186.00
Coordinator	TESFAYE	$ 80,000	$ 43.96	49%	12	$ 38,640.00
Personnel Subtotals		$ 2,428,000.00				$ 687,903.00

Fringe Benefits (Max 20%)	$ 137,581.00
Total NBAP Grant Personnel Costs	$ 825,484.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director		3/17/25
2. Chris Earley, Deputy Director		3/13/25
3. Julia Wiley, General Counsel		3/13/25
4. Bill Winston, Associate Director of Community Services		3/13/25
5. Ernest Merchant, Program Analyst		
6.		

SUBJECT:

Director's Comments:

Action							
APPROVAL ☒	CIRCULATE ☐	CORRECTION ☐	FILE ☐	FYI ☐	INVITATION ☐	MEETING ☐	SIGNATURE ☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Housing Counseling Services, Inc.- NBAP FY25 Housing Services $2,010,000.00

Grant 2025-04

Originating Office

FROM:E. Merchant	TELEPHONE NUMBER:
DATE:3/13/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE: OFFICE OF THE DIRECTOR MAR 17 '25 PM2:37

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

MAR 17 2025

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Ernest Merchant
Program Analyst

Date: March 13, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Housing Counseling Services, Inc.**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$2,010,000.00**
ATTACHMENTS:	**FY25 Grant Agreement #2025-04** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

DISTRICT OF COLUMBIA.

COMMUNITY SERVICES
HOUSING COUNSELING SERVICES

GRANT AGREEMENT

BY AND BETWEEN
THE DISTRICT OF COLUMBIA
AND

HOUSING COUNSELING SERVICES INC.

This Grant Agreement ("Grant" or "Agreement"), is made effective as of March 13, 2025, ("Effective Date"), by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the D.C. Department of Housing and Community Development (hereinafter referred to as "Department," "DHCD" or "Grantor") and Housing Counseling Services, Inc., a District of Columbia non-profit corporation Grantee [DUNS No. Unique Entity Identifier (UEI) NA6MQB4FM3C1] (hereinafter referred to as "Grantee") with its principal place of business at 2410 17th St NW Ste 100 Washington DC 20009. Grantor and Grantee shall be collectively referred to herein as the "Parties."

RECITALS

1. The Department with offices at 1909 Martin Luther King Jr Avenue SE, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975, D.C. Official Code§ 6-1001 *et seq.*, and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Department is authorized to fund community based non-profit organizations that provide housing counseling services for low- and moderate-income persons.

3. On June 7, 2024, the Department published a Notice of Funding Availability ("NOFA") in the D.C. Register, which announced the forthcoming issuance of the Fiscal Year ("FY") 2025 Request for Applications ("RFA") for the Neighborhood-Based Activities Housing Counseling Services Program ("HCSP"). The RFA was issued on June 21, 2024, that solicited applicants to provide services to District of Columbia ("District") residents as a part of the Department's HCSP. HCSP includes Public Services ("PS"), and Non-Public Services ("NPS") as defined in Section I herein. U.S. Department of Housing and Urban Development ("HUD") approved counseling agencies employing one or more certified HUD counselors are eligible to provide both PS and NPS services, while organizations which do not have HUD approval status may provide PS services only. The RFA included an opportunity for applicants to provide one or more of seventeen (17) services listed in the RFA. These services include HUD-approved counseling in keeping with 24 CFR 5.100 and related Federal regulations (in 2 CFR Part 200, and 24 CFR Part 214) as well as services related to local DC programs which are administered by the Department. The RFA and the requirements set forth therein are also incorporated by reference herein.

4. The Grantee's RFA application demonstrates that its organization possesses project management, and organizational and administrative capacity to successfully perform as a nonprofit grant subrecipient under the Department's HCSP, and accordingly DHCD has determined to award a grant to the Grantee in FY 2025 ("25" or "2025").

5. The Grantor proposes to fund HCSP grant activities in FY 2025 from its allocation of Community Development Block Grant ("CDBG") funds authorized by Title I of the U.S. Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), 24 CFR Part 570.

6. As a condition precedent to disbursement of the Grant proceeds to Grantee for the sole and exclusive purposes described in Exhibit A (which includes the "Statement of Work" and the approved "Workplan", both attached hereto and made a part hereof), the Department requires that Grantee enter into this Agreement setting forth the terms and conditions of the Grant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are hereby incorporated by reference and made a part hereof.

Section I. **Definitions.**

A. As used herein, the following terms shall have the meanings indicated:

a) **Fiscal Year**: All references to Fiscal Year(s) ("FY") herein refer to the District Government fiscal year which is October 1st to September 30th
b) **Neighborhood Revitalization Strategy Area** ("NRSA") refers to the HUD approved areas of Wards 7 and 8 which have been designated as strategic areas for revitalization. Services to Ward 7 and Ward 8 regardless of whether Public Service or Non-Public Service, attributed to the NRSA.
c) **Non-Public Services** refers to 24 CFR 5.100 counseling services provided to clients in connection with the purchase of a specific home. All other 24 CFR 5.100 counseling is Public Service.
d) **Public Services** refers to all other services and may include group training and/or one on one counseling.
e) **Performance Periods**: The Performance Period is defined as the start date and end date for which Grant funds are awarded to execute an approved Workplan and Statement of Work in keeping with the RFA for FY 2025. (See Section IV below.)

Section II. **Exhibits.**

The Exhibits listed below and the terms and conditions of the same are incorporated herein and made a part of this Agreement.

A. Services to be Provided
- Statement of Work
- Section 3 from the FY 25 RFA: Services
- Workplan as approved by the Grantor

B. Budget
- Schedules A (3-1) and A (3-2) for the First Performance Period

C. Required Reporting Forms
- Monthly Performance Report on group trainings/orientations/workshops and one on one counseling (in connection with the Statement of Work and Workplan), as well as reports on DHCD certificates issued, outreach and marketing activities, and upcoming group trainings.

- Quarterly Beneficiary Data and Demographics for each of the following (a) PS, (b) NPS, and (c) NRSA activities.
- Quarterly Language Access Report (Optional)
- Quarterly Banking Report (as applicable)
- Quarterly Procurement Report (as applicable)
- Quarterly Submission of Minutes of Board of Directors Meetings

D Method to determine Client Eligibility for Services
E Budget Modification Form
F Drug Free Workplace Certification
G Service Area Eligibility
H Insurance Requirements
I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Section III. Grant Award

A. The Department shall make a Grant of the District's CDBG Entitlement Grant Federal Award No: B-24-MC-11-0001 ("CDBG Federal Award") to Grantee in an amount not to exceed Two Million Ten Thousand Dollars and No Cents ($2,010,000.) (the "Grant") and is allocated as follows:

Sources and Uses of Funds:

Public Service ("PS") [CDBG EN]	$ 1,024,810.56
Non-Public Service ("NPS") [CDBG EN]	$ 315,189.00
NRSAs Ward 7 and Ward 8 [CDBG EN]	$ 670.000.44
TOTAL CDBG [EN]	$ 2,010,000.00

Notwithstanding the source of funds designated above, the Grantor reserves the right to provide funding from another source(s). In all instances, applicable Federal and District laws and regulations shall apply regardless of the funding source. The Grant award shall be used to fund a range of services which HUD has defined as Housing Counseling Services: Public Services and Non-Public Services by a HUD Approved Counseling Agency ("HCA").

The specific Grant activities are described in Exhibit A (attached hereto) which includes
(a) the Statement of Work,
(b) Lines of Services - Section 3.2 of the Request for Applications (RFA), and

(c) The approved Workplan
(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

C. The Grant services will benefit low-and-moderate income persons living in the District of Columbia. In keeping with recent Presidential Executive Orders, Grantees should only use grant funds for US citizens and should maintain such documentation to prove citizenship.[17]

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as Exhibit B. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.

D. The Catalog of Federal Domestic Assistance ("CFDA") number is 14.218.

E. The Uniform Administrative Requirements for Federal Grants are applicable to this grant award and are available online at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1. Also, the Grantee must comply with the Community Development Block Grants regulations 24 CFR part 570 that govern this award and other related HUD regulations, which are incorporated herein by reference.

Section IV. Grant Term and Periods of Performance

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2025. During this term, there are two Performance Periods. The First Performance Period is the Effective Date to September 30, 2025. The Second Performance Period is October 1, 2025, to December 31, 2025.

Funding for each Performance Period is in the sole discretion of the Grantor and requires meeting all due diligence requirements prior to award.

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[17] Examples of such document may include copies of unexpired state issued Real ID identification or driver's license, unexpired US passport or US passport card, active duty Military ID, current Green Card or Naturalization documents with state issued photographic identification.

The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of Grant funds or other Grant assets.

Section V. Statement of Work/CDBG Eligible Activities/Eligible Costs/Business Operations

A. CDBG Eligible Activities

1. Grantee shall use the CDBG Grant proceeds solely to fund Grantor-approved service activities that are intended to provide services and empower low- and moderate- income persons in the District of Columbia to make informed housing choices and achieve their housing goals, whether it's finding affordable rental housing, purchasing a home or obtaining financial assistance for critical home repairs.

The best way to provide this critical information to a client in order to assist them in their decision-making process is to adhere to 24 CFR 5.100[18] [in which a HUD certified counselor conducts (1) intake (2) financial and housing affordability analysis with affordability calculation (3) an action plan and (4) follow-up counseling to implement the action plan and achieve its stated goals].

The Grant services to be provided are described in Exhibit A. This description includes the major tasks, activities and project deliverables to be provided under this Grant. The Grantor reserves the right to alter or change the District of Columbia program requirements including eligibility, services provided, service methodology, service delivery and program goals during the performance period.

The proposed Grant activities are CDBG eligible activities pursuant to 24 CFR 570.201(e).

2. Grantee shall sponsor outreach events that inform the community about the Grant activities and participate in other community events as requested by Grantor.

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[18] 24 CRF 5.100: "Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling."

3. The Grantee must retain records which demonstrate that each activity funded under this Grant is CDBG eligible and document the amount of CDBG funds expended for each activity. This includes the activity itself, the outcomes, and the records concerning beneficiaries in keeping with subsection (B)(2) below receiving services. Any authorizations needed together with beneficiary statistical information should be obtained by the Grantee during intake or registration. HUD does not grant exceptions or authorize the District to make exceptions to this requirement.

B. CDBG National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention of slums or blight; 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. The Grantee certifies that the CDBG-assisted activities to be carried out under this Agreement will meet the National Objective of primarily benefiting low- and moderate-income persons (limited clientele activities) in accordance with Federal and District Requirements. The minimum threshold requires that at least 51% of the households served with CDBG funding must be low- and moderate-income households; provided however, that a Grantee whose application claimed additional scoring points for agreeing to provide Grant services to more than 51% low- and moderate-income beneficiaries, must adhere to the percentage they elected in their application.[19]

In accordance with the Grantee's election in their Application for a grant award and for receiving additional points in scoring, the Grantee has agreed to exceed the minimum requirement and to serve at least 90% low- and moderate-income beneficiaries.

Note: This percentage cannot be decreased as it was used for scoring in a competitive round of funding.

4. The Grantee shall disclose to any client that services are provided free of charge by a Grant funded by DHCD using Federal funds and therefore the Grantee has certain reporting

[19] In responding to the RFA published June 21, 2024, applicants were given the opportunity to receive additional points in scoring for committing to exceed the CDBG minimum threshold to either a 75% minimum or a 90% minimum.

requirements in order to provide the Grant services free of charge. The Grantee shall use appropriate forms to obtain a client authorization, as required, to comply with the terms of this Agreement and to meet HUD reporting requirements,

C. Staffing

Where HUD requires services are to be provided by a Certified HUD Housing Counselor, the Grantee shall comply with that requirement and not permit services reserved to HUD certified counselors to be provided by others.

To the extent applicable, Grantee agrees to secure the services of qualified personnel that are licensed and bonded in the District of Columbia to perform the CDBG Federal Award activities and services listed in Exhibit A.

Any changes in personnel or their general Grant responsibilities as set forth in Exhibit A are subject to the prior written approval of DHCD. In this regard, it is essential that the Grantee immediately report terminations and proposed new hires to the Grantor.

D. Business Operations

1. Grantee shall observe business hours of operation onsite in their service location(s) that align with District Government hours of operation specifically Monday through Friday 9:00 am to 4:30 pm (DC holidays excepted)[20] and shall ensure that sufficient staff are on site at Grantee's place of business to carry out Grant services.

2. During the hours of operations, Grantee shall have live answered telephones for incoming calls. If the Grantee's phone system utilizes an auto-attendant function or voicemail, announced option to the caller must include an option to press a certain key (such as "0" for an Operator) to be connected to a staff person in real time who can answer and field questions, redirect a caller to a staff person who can address a caller's inquiries, or provide registration information. DHCD and other DC agencies such as the Office of the Attorney General may check Grantee's compliance with this requirement from time-to-time.

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[20] DC Holidays include New Year's Day, Dr. Martin Luther King, Jr. Holiday, Washington's Birthday, DC Emancipation Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Day.

E. Grantee may offer clients virtual appointments as well as virtual group informational or educational activities, but Grantee shall also provide clients an option for in-person services (including both in-person one on one appointments as well as some in-person group informational or educational activities.) The Grantee shall not refuse in-person services to DC residents.

F. Housing Resource Center (HRC) and Late Night Hours: As required by the RFA, "Applicants selected for the award shall participate (in a regular rotation) in staffing onsite at the Department's Housing Resource Center (HRC). The HRC provides services to DC residents by appointment and walk-ins." The HRC is located in the Grantor's offices at 1909 Martin Luther King Jr Av SE. The HRC coordinator, in conjunction with the Associate Director for Community Services, will develop a schedule in consultation with Grant subrecipients for staffing the HRC on a rotating basis on weekdays.

RFA applicants were awarded additional points in their score by committing to "Extended Office Hours." The options included providing office hours until 7:00 pm at least one (1) day a week in their office location and/or until 7:00 pm at least two (2) days a month in the HRC.

In accordance with the Grantee's selection in their Application for grant award and funding, the Grantee has committed to serve Extended Office Hours Extended Office Hours until 7:00 pm one (1) day a week in their office and one (1) day in the HRC.

Section VI. Disbursement/Required Support Documentation

A. Reasonable, Allowable, Necessary, Allocable

1. Grantee may request reimbursement for actual expenses incurred to provide services and as described in the Grant Budget (A 3-1 and A 3-2). Requests must meet all four criteria: reasonable, necessary, allowable, and allocable. (2 CFR 200.305)
   a. ***Allowable costs.*** Reimbursements are limited to the expenses directly related to activities supported by the grant activities and are subject to the regulations of the Federal and District Governments. Expenses related to activities should be necessary, reasonable, allowable and allocable.
   b. ***Limitations on allowable costs.*** A grantee may not use an indirect cost rate to determine allowable costs under its grant.
   c. Some ***Unallowable costs.*** Expenses that are not allowable include (but are not limited to) sales tax, late fees, debts, tips & gratuities, food, alcohol, controlled substances, cash reserves or investments, money given to individuals (including

donations, grants or loans), contributions to organizations, costs of fundraising, fund development, grant writing, advocacy, lobbying, and purchase of goods or services for personal use or benefit.

2. In addition, Grantee must demonstrate to the reasonable satisfaction of the Grantor that Grant performance milestones have been achieved. All requests for payment of eligible expenses shall be associated with the budget line items specified in Exhibit B (Budget Schedule A (3-1), estimated cost invoices and satisfactory Grant performance.

3. Grantees may not be reimbursed for expenses paid through Cash app or other similar peer-to-peer payment platforms, since such platforms create issues for recordkeeping, auditability, and compliance with grant regulations.

4. The Grantee shall not supplant funds or seek reimbursement for expenses that may be reimbursed by another grant (Federal, District, or private) either prior to or subsequent to reimbursement by the Grantor.

5. The Grantee must have the capacity for bookkeeping and accounting services required to track Grant expenses and create payment requests in keeping with Federal and District requirements, either on staff or by a third-party contractor.

6. The Grantee shall create and submit payment requests in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the Grantee to create and submit invoices by selecting the applicable purchase order number which is listed on the Grantee's profile.

7. All Grantees must be registered in the portal prior to invoice submission. The vendor portal website is **https://cfo.dc.gov./supplier_portal**. Please log onto the portal for further details and instructions. Questions can be submitted to **suppliers@dc.gov**.

B. Form of Submission of Payment Requests

1. The cover sheet to the reimbursement package must be the 30A Form of the Department [RCSD DHCD 306A Revised October 2024]. No other cover sheet is needed. This form should contain the Purchase Order Number, the IDIS Number, and the Partial Payment Number in accordance with Department's guidelines.

Payments requests are contingent upon certification by the Grantee in the following form as contained on the 306A (RCSD DHCD 306A Revised October 2024). The Certification is to be made by the chief executive officer, or the chief financial officer or the chief operations officer if the Governing Board has authorized this officer to act on behalf of the board to sign.

"I certify that all items, quantities and prices of work and material shown in the requisition are correct to the best of my knowledge and belief. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information , or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812." (2 CFR 200.415)

2. Page 2 and Page 3 shall be the Reimbursement Request A 3-1 and A 3-2.

3. Page 4 shall be the Invoice Cover Sheet with:
   a. A unique identifier (e.g. a row number or brief alphanumeric code) shall be assigned by the Grantee to non-personnel invoices and with the same unique identifier marked on each and every supporting document (e.g. receipt, proof of payment, cancelled checks, contracts, scopes of works, services rendered, vendor statement or document, Grantee's notes) submitted. The unique identifier shall be listed on the invoice cover sheet.
   b. Vendor's name
   c. Remittance address
   d. Invoice number
   e. Invoice date
   f. Contract number (also known as Grant Number)
   g. Purchase order number (if any)
   h. Invoice Amount
   i. The Amount which the Grantee is requesting reimbursement
   j. Quantity of goods/services delivered. Deliverables. Shipping and payment terms
   k. Other substantiating documentation that justifies and supports the payment request.

4. Page 4 and subsequent pages as needed shall include the supporting documents for the reimbursement request including signed timesheets, payroll reports, invoices from vendors marked as described above. (See Section E below.)

C. HUD Related Requirements

1. Federal regulations require that reimbursement under the Grant is tied to (a) beneficiary data reporting and (b) program performance. Failure to meet reporting deadlines for performance and/or beneficiary service data will suspend temporarily the processing of Grantee payment requests. Staff unavailability does not waive the requirement to meet reporting deadlines, and Grantee shall ensure that adequate staff are trained or cross-trained to prepare and submit reports timely.

2. The Grantee should be aware that HUD maintains an *Integrated Disbursement and Information System* ("IDIS"), a database in which the Grantor must make reports during the performance period on each Grantee's account. HUD flags subrecipient accounts when reporting is not provided by a deadline. Such a flag shall constitute a default. Multiple flags or failure to meet the conditions for HUD to remove a flag may result in suspension or termination in keeping with Section XII (C) of this Agreement.

D. Schedule for Submission of Reimbursement Requests

1. Requests for reimbursement shall be submitted in a timely manner by the date due. Failure to meet a deadline shall constitute a default.

2. On the 10th day of each month, the Reimbursement Request shall be for the prior month; provided however, the September reimbursement request must be submitted earlier in October on the date specified by the Office of the Chief Financial Officer of the District of Columbia, which is usually between the 5th and 7th day of October. *(Grantee may wish to use other funding sources for the late September payroll to facilitate meeting the deadlines.)*

3. In order to close-out the grant by September 30th, the October request should be the only request submitted in September.

4. The monthly schedule for submission is as follows:

Month	Due Date
March	April 10th
April	May 10th
May	June 10th
June	July 10th
July	August 10th
August	September 10th
September	October 5th or 7th as specified by the DC CFO
October	November 10th
November	December 10th
December	January 10th
January	February10th
February	March 10th

5. As applicable, expenses incurred pursuant to a project commitment in IDIS that has been approved by the Grantor and are otherwise eligible for reimbursement at the Grantor's sole discretion, may be reimbursed, regardless of when those expenses were incurred.

E. Source Documentation

1. All costs and obligations incurred under this Grant Agreement must be supported by source documentation (e.g. invoices, receipts, contracts, canceled checks, etc.). Documentation may also include approved time distribution sheets and certified payroll reports for employees and contracts.

2. The Grantee must satisfy all documentary requirements to the reasonable satisfaction of the Grantor prior to the disbursement of Grant funds.

F. Requirements Applicable to Disbursed Funds/No Escrow

1. Grantee shall not escrow Grant funds. However, nothing shall prohibit the Grantee from supplementing funding for these activities from other sources including other grants, funders or donors.

2. Any cash advances disbursed pursuant to this Agreement must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate

cash requirements of the Grantee in carrying out the purpose of the Grant. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct Grant program or project costs and the proportionate share of any allowable indirect costs.

3. If at any time it is determined that more Grant funds are disbursed to Grantee than what was required by the Grantee's immediate disbursement needs, Grantee shall immediately return to Grantor the excess funds.

4. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations or fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee.

G. The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect cost rate, as further described in Section (C)(4) and Section (C)(5) (Reporting Requirements) below.

H. In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant proceeds within three (3) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant proceeds, unless another date shall be agreed to be the parties in writing. The Grantor reserves the right to recover such losses by any legal remedy available.

Section VII. Budget Modifications

A. Any amendments to the budget (change in the amounts specified in the individual cost categories set forth in Exhibit B). may be approved by the Grant Administrator, so long as the total amount of the budget is not exceeded.

B. Any increase in the total Grant amount must be approved by the Director of the Department. If the change is made at the request of the Grantee, the request shall be in writing dated and shall be submitted on a Budget Modification Form, attached hereto as Exhibit E.

1. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and dated using the appropriate excel format or the appropriate online portal if available.

2. The Grantee shall make modification requests by June 1st, to allow sufficient time for processing prior to the start of the fourth quarter of the fiscal year. No more than two modifications may be required in the performance period. Requests for modification to the budget shall not be approved after June 1, 2025, except for extenuating circumstances specified in writing, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion.

3. The Department will not approve reprogramming of personnel funds for positions not filled in compliance with this Agreement and Grantee's personnel policies submitted to Grantor. If at any time DHCD requires a more detailed budget breakdown than the one contained herein, the Grantee shall provide such supplemental budget information in a timely fashion and in the form and content prescribed by DHCD.

Section VIII. Conditions Precedent to Grant Closing and Grant Disbursement

Grant closing shall mean the date on which Grantee has satisfied all conditions precedent to execution to the satisfaction of the Grantor, at which time both parties have executed and delivered the Grant Agreement. No Grant proceeds shall be disbursed prior to Grant closing.

The following conditions must be met prior to Grant closing:

A. Eligibility Determination. Determination by the Grantor that Grantee's proposed Grant activities meet eligibility and national objective requirements specified by the CDBG Program regulations at 24 CFR §§ 570.200 through 570.209. Grantor has determined that the proposed Grant activities are eligible for CDBG Program funding pursuant to 24 CFR 570.201(e) (provide housing counseling services to low- to moderate-income households).

B. Environmental Clearance. Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historic preservation reviews, and HUD has issued an approval of the release of funds.

C. Due Diligence Submissions. The following items must be delivered to DHCD for approval prior to Grant execution and Grant closing:

1. Articles of Incorporation, organizational by-laws and certification of nonprofit status.
2. Board/Corporate Resolution, memorializing
   a. the Grantee's intent to enter into this Agreement
   b. identifying the total Grant amount of the award
   c. identifying the Grant Number
   d. identifying the funding source(s) of the award, and
   e. identifying the authorized person by name and title who is authorized to sign on behalf of the corporation to enter into this Agreement.
3. Certificate of Good Standing
   a. issued by the DC Department of Licensing and Consumer Protection (DLCP)
   b. certified within 6 months of the Effective Date of this Agreement.
4. Certificate of Clean Hands
   a. issued by the DC Office of Tax and Revenue (OTR)
   b. certified within 90 days of this Agreement.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia to carry out the Grant activities.
6. Evidence that Grantee has obtained insurance, as provided in Exhibit H. If the renewal period for any insurance requirement occurs during the Grant performance period, the Grantee is required to submit to the Grantor evidence (Certificate Of Insurance) of insurance renewal to cover the remaining Grant performance period.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Effective Date.
8. An Affirmative Action Plan ("AAP") must be submitted by the Grantee for review and approval by the District prior to Grant execution and the disbursement of any Grant proceeds. The AAP shall be in a form to be determined by the District and must detail the Grantee's efforts to comply with the District's goals for achieving equal employment in District government contracts and set forth specific standards for the utilization of minorities in all job categories, as required by Mayor's Order 85-85 and District law.
9. Drug-free Workplace Certification (Exhibit F).
10. Debarment affidavit and verification confirming that Grantee is not debarred or suspended or otherwise excluded from or ineligible for participation in federal or District assistance programs under Executive Order 12549 or District law.

D. Opinion of Counsel. Grantee shall submit a written opinion of the Grantee's attorney, which states that the attorney has read the Grant documents and that the Grantee:

- Is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary.
- Has the full authority and legal right to carry out the terms of this Grant Agreement and all documentation required hereunder to be executed by Grantee; and
- Has taken all actions to authorize the execution, delivery and performance of this Grant Agreement and any documents required to be executed in connection with the Grant according to their respective terms

The Opinion shall further state that none of the aforesaid actions, undertakings or agreements violate any restriction, term, condition or provision of the Grantee's organizational documents or any contract or agreement to which Grantee is a party or by which it is bound. The Opinion must identify the Grant Agreement by name and Grant number, and the counsel must specifically identify the documents upon which the Opinion is based.

E. Current on District Obligations. Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant, including all local taxes and charges affecting Grantee's business.

F. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Proceeds, including, but not limited to the Council of the District of Columbia and the Chief Financial Officer of the District of Columbia.

G. Clearance Approval issued by the DHCD Office of Program Monitoring.

Section IX. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. The Grantee shall cure all report deficiencies identified by the Department and resubmit for approval by the Grantor within 14 calendar days of the notification. The requirements of monthly and quarterly reports [VII.(A) and (B) are in Exhibit C.]

A. Monthly Reporting

Monthly Performance Reporting. The Grantee shall use the online reporting portal provided by the Grantor and shall provide a complete performance report by the 10th day of each month reporting on Grant activities, accomplishments and performance of the prior month. Failure to submit the report by the tenth day of the month following the end of each

month shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

B. Quarterly Reporting

On the 10th day of January, April, July, and October, the following quarterly reports for the previous three months shall be due and provided by the Grantee in the form and method required by Grantor:

1. Quarterly Report on **Beneficiary Data and Demographics** (separate reports for PS, NPS and NRSA).

2. **Banking Report** (as applicable)

3. **Non-expendable Equipment Inventory Report** (as applicable) (the purchase or lease of non-expandable equipment). The purchase of all computer equipment must have prior approval from the Department.

4. **Procurement Report** (as applicable).

5. Copies of the **Minutes of the Board of Directors** meetings, which took place during the previous quarter; and

6. **Language Access Report** (optional) – If services are provided in languages other than English, we encourage a language access report to be made.

Failure to submit any or all Quarterly Reports by the tenth day of the month following the end of a quarter shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

C. Additional Report Requirements

The following reports are due to the Department within the timeframes indicated below. If these documents were previously submitted, they must be updated and resubmitted.

1. Fringe Benefits Report

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects funded from the proceeds of this Grant shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefits rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the change. The report shall be submitted to DHCD within fifteen (15) days of Grant execution.

The fringe benefits rate for any personnel costs funded by this Grant shall not exceed 20% of the base salary rate indicated in Schedule A Form A (3-2) of the budget (Exhibit B).

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to the date of the Offer Letter.

All personnel costs approved under this Grant Agreement must be filled within ninety (90) days of Grant execution or within ninety (90) days of the vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than ninety (90) days, whether intermittent or consecutive, at any time during the Grant period may result in the loss of funds for the position.

Grantee must submit transcripts of training or continuing education for individual staff and counselors to the Grantor.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with CDBG funds, in accordance with the requirements specified in 2 CFR Part 200 (Exhibit D). The property inventory list must include, at a minimum, a short

description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

a. The Grantee shall submit a budget and Cost Allocation Plan showing its direct and indirect costs and the allocation of such costs to the Grantee's activities, including the administration of the activities and services provided under this Agreement. The plan must show all allowable and unallowable costs and how such costs are included in the direct and indirect costs in accordance with 2 CFR Part 200.

b. A current Cost Allocation Plan must be submitted no later than thirty (30) days following Grant execution.

c. The Cost Allocation Plan must include all sources of funding for the Grantee, including this, Grant and to which program/cost centers each source has been applied using the Grantee's chart of accounts (referencing individual budgetary line items).

The Grantee must provide:
i. the total amount of funding from each funding source,
ii. the total staff employed by the Grantee, regardless of funding source, staff allocation per grant/program and the estimated percentage of time spent per grant program.

d. As required by HUD, the Cost Allocation Plan is subject to approval by the Grantor. The Grantee shall cure any defects or omissions in the Cost Allocation Plan within 60 calendar days of the notice to cure.

e. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. The waiver request must detail the reasons for the waiver request and include a copy of the relevant audited financial statements.

f. Claims for reimbursement of documented Grant expenses shall comply with 2 CFR Part 200 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.

5. Indirect Cost Rates

a. Grantees may request reimbursement for indirect costs based on their Cost Allocation Plan. The Cost of Allocation Plan must be reviewed and approved by the Grantor. The Grantee is required to keep records of the expenses charged to the Indirect Cost Rate for monitoring and close-out.

Grantees with Indirect Cost Rates are required to use their indirect cost rate. Grantees with provisional rates must demonstrate the rate is not expired or that it is currently used by a Federal Agency in awarding Federal funds to the Grantee during the current Fiscal Year. Other Grantees may use the Federal *de minimis rate* of 15%. In either case (*De Minimis rate* or Federally Approved rate), Grantee shall maintain records (available during monitoring, or close-out or upon request) indicating which costs in the cost allocation plan and the dollar amount have been attributed to the Indirect Cost.)

Indirect cost rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with supporting documentation. DHCD will not make adjustments to indirect cost rates after June 1st.

The Grantor does not issue or award Indirect Cost Rates.

Grantees who wish to obtain a Federally authorized Indirect Cost Rate are encouraged to contact the "Cognizant Agency" which is the US Department of Health and Human Services.

b. For all personnel costs funded under this Agreement, Grantee must maintain documentation for use of indirect cost funding and provide the same when requested for verification of expenditures in keeping with the approved cost allocation plan, including, but not limited to cancelled checks, employee signed and supervisory approved employee time sheets, invoices and bank records.

c. Expenses charged to an indirect cost rate must be accompanied by and cross-referenced to and reconciled with an independent audited financial statement, which accounts for all (grant funded and non-grant funded) activities by the Grantee during the fiscal year in which the indirect cost rate is based.

6. Organizational Audit

Grantee must submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year.

Note to All Grantees: All Grantees must ensure their financial records are available for review or audit by appropriate officials of the Federal Government and the District Government.

7. Auditor's Management Letter.

Grantee shall submit an auditor's Management Letter to the Grantor at the time it submits the annual audit.

8. Procurement Policy. Accounting Policies and Procedures. and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution, the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of the Grant. These policies and procedures shall be in accordance with the requirements of 2 CFR Part 200. The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

If the Grantee has previously submitted these documents, and the documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a certified statement (the "Re-certification Letter") to the Grant Administrator indicating when the most current document was submitted to the District and certifying that no changes to these policies and procedures have since been made.

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D. Summary of Report Deliverables and Receipt Due Dates:

	Report	Receipt Due Date
1	Monthly Performance Report	No later than the 10th day of each month
2	Quarterly Beneficiary Data	No later than January 10th, April 10th, July 10th and October 10th – a separate report for each use: PS-NPS-NRSA
3	Language Access Report (Optional)	No later than January 10th, April 10th, July 10th and October 10th
4	Fringe Benefits Report	Within 15 days of Grant execution
5	New Hires/New Employees Information (Job Description & Resume) HUD certificate if certified counselor	10 Days prior to the Offer Letter of Employment being sent to the candidate
6	Notice of Vacant Position	Within 10 days following the vacancy
7	Non-expendable Equipment Report	Within 15 days of Grant execution and quarterly thereafter
8	Procurement Policies and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
9	Accounting Manual and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
10	Cost Allocation Plan (based on and tied to the most recent audit)	Within 30 days of Grant execution
12	Independent Financial Audit	Within 90 Days of the Close of the Grantee's Fiscal Year

	Report	Receipt Due Date
13	Single Audit Report (if applicable)	Within 30 Days of submission to the Federal Audit Clearinghouse
14	Auditor's Management Letter	Submitted with the submission of the Audit
15	Requests to revise Budgets and/or Workplans	Prior to the 1st day of June
16	Grantee's Close-Out Report (Section XV.) Inventory Report & Annual Report	Within 90 Days of the end of the Term of the Grant.
17	HUD 9902	Within 30 Days of Submission to HUD
18	HUD Monitoring Report	Within 30 Days of Receipt from HUD monitor or the HUD intermediary monitor.

Section X. Accounting/Audit Requirements

A. Accounting System

1. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in Exhibit B.

2. Accounting records should be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.

3. Any funds provided to the Grantee or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest-bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

Grantee shall submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year, contingent on the following:

1. Grantees receiving an aggregate of $1,000,000 or more from all funders in Federal funds must in accordance with Federal regulations obtain an independent audit (Single Audit Act of 1984 , Single Audit Amendments Act of 1996, and 2 CFR Part 200). A standard audit may be supplied pending the completion and submission of the Single Audit.

2. Grantees:
   (a) Required to be audited by any State or political subdivision(s) thereof (whether by statute or regulation) or
   (b) Who conduct an audit to submit to any government or private funder, or foundation or corporate funder or
   (c) Whose governing body or senior management obtains an audit,

   shall be required to submit that audit to the Grantor upon receipt of the same.

If the Grantee is not audited in accordance with (1) and (2) above, the following shall apply:

3. A Grantee whose corporate entity receives or expends less than $999,999 as reported to the Internal Revenue Service in the 990 Tax Return without amendments, deletions or summarized details must file with the Grantor a financial report prepared by an independent Certified Public Accountant and certified by the same that contains:
   - income statement or Statement of Activities,
   - balance sheet or Statement of Financial Position,
   - statement of Functional Expenses by program or cost centers such statement to break out separately the Grantor's funding by Grantor's program(s) separately from all programs or cost centers used.
   - statement of cash flows, and
   - independent review and certification of the financial statements including a review of the management's financial internal controls.

   In addition, the nonprofit organization must file a biennial audit that covers both years within a biennial period. See 2 CFR Part 200, Subpart F.

4. The Grantee shall fully clear any deficiencies noted in the audit reports within sixty (60) days after receipt by the Grantee.

5. . Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default of this Grant and may result in the withholding of future payments and/or debarment from participation in future Grants.

Section XI. Grant Administration

The Grant Administrator is:

William Winston
Associate Director for Community Services
DC Department of Housing and Community Development
1909 Martin Luther King Avenue SE, Room 304
Washington, D.C. 20020.

The telephone number is (771) 208-9628. All concerns regarding the technical implementation and interpretation of this Grant are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line-item changes and terms) where there is no dollar increase.

Section XII. Repayment of Grant Funds/Grant Performance Monitoring Default and Remedies

A. HUD Monitoring

The Grantee is subject to monitoring by HUD and agrees to provide all required information, data, records, files including client files, case notes, correspondence and emails, reports, beneficiary data, performance data, financial records, supporting documentation, to satisfy HUD monitoring. Notwithstanding the date of a finding by HUD, should HUD make a finding, the Grantee shall be responsible to cure the defect, and should HUD require repayment of Grant funds for any reason to the Federal Government, the Grantee shall be responsible for repayment in the amount specified by HUD. Repayment shall be made to the District of Columbia and by the District to the Federal authority in satisfaction of the HUD requirement. HUD monitoring is not confined to the performance period but extends through the record retention period provided in Section XV.

B. Grant Performance Evaluation

1. DHCD will monitor the performance of the Grantee to ensure that the goals and performance standards stated in the Statement of Work and Work Plan and RFA are being achieved according to schedule and within budget.

2. All records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. Grantee shall make timely submission of all information and/or records requested by DHCD or HUD to assess performance under the Agreement.

C. Suspension or Termination of Grant Assistance

1. In accordance 2 CFR 200.340 and 200.341 and 200.343, suspension or termination of CDBG Grant assistance may occur according to the Default provision in subsection D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner.

2. If Grantee fails to correct the substandard performance within thirty (30) days after receiving written notice from DHCD, suspension or termination of this Agreement will be initiated.

3. In accordance with 2 CFR 200.340(a), suspension or termination of Grant assistance may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

Subject to any applicable notice requirement and right to cure, the occurrence of any of the following shall constitute an event of default:

1. Failure to comply with any of the CDBG Program rules, regulations or provisions referred to in this Agreement, or such other Federal or District statutes, regulations, executive orders, District of Columbia mayoral orders, HUD rulings, policies or directives applicable to this Grant:

2. Failure to comply with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement.
3. Substandard performance by the Grantee or any of its agents under this Agreement, as determined in the sole and reasonable discretion of DHCD; or
4. Improper use of funds provided under this Agreement.

A determination of default shall be made in the sole and reasonable discretion of DHCD.

E. Remedies for Default

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of a written notice to the Grantee, Grantor may take one or more of the following actions, as determined in its sole discretion:

1. Terminate and suspend further disbursement of any remaining Grant assistance.
2. Disallow all or part of the cost of the activity or action that is not in compliance with this Agreement.
3. Wholly or partially suspend or terminate the current Grant award; or
4. Take other legal remedies that may be available.

F. Termination for Convenience

The Grant may be suspended or terminated on the basis of convenience as provided in 2 CFR 200.340(a).

G. Reversion to DHCD of Grant Assistance

1. Upon default by the Grantee under the terms of subsection D above, which has not been cured, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request the following:

i. Any Grant funds in its possession (whether or not committed),
ii. Any accounts receivable attributable to the use of Grant funds; and
iii. The portion of any income directly generated by (or the prorated proportion of) Grant funds for the activities described in this Agreement.

2. Upon final completion of the projects and activities for which CDBG funds have been provided by DHCD, expiration of the term of this Agreement, cancellation, or determination of this Agreement, the Grantee shall transfer any unspent, excess or surplus CDBG Grant funds, to include accounts receivable attributable to the use of the CDBG funds.

H. Grantor Non-Waiver

DHCD's delay or failure to act with respect to a breach by the Grantee does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section XIII. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, and 2 CFR Part 200, as deemed applicable by the Grantor. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Fund Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Organizational Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter arising from this Grant Agreement.

D. Cancellation Ceiling

In the event of cancellation of the Grant because of non-appropriation of funds for a specific fiscal year, there shall be a cancellation ceiling of zero dollars.

E. Anti-Deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, Grantor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code§ 47.105. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-Deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section XI. of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements.
2. Performing technical evaluations as required.
3. Interpreting the Statement of Work and other language in the Grant.
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with the District and other laws and regulations applicable to the Grant.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

Marian Siegel
Executive Director
Housing Counseling Services, Inc.
2410 17th Street, NW
Washington DC 20009
(202) 667-7006
mariansiegel@housingetc.org www.housingetc.org

H. Misuse of Grant Funds

Any alleged fraud, waste, abuse or mismanagement of Grant funds shall be immediately reported to the Grantor and the District of Columbia Office of the Inspector General ("OIG"). The OIG may be reached at (202) 724-TIPS (8477) and (800) 521-1639 or at oig.dc.gov

I. Nonassignability

Grantee will not sell, assign, pledge or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

Section XIV. Insurance

A. The Grantee shall obtain at least the minimum insurance coverage set forth in this Section XIV. and Exhibit H prior to the Effective Date and keep such insurance in force, as may be applicable, throughout the Grant period of performance.

B. Fidelity Bond: The Grantee must procure Fidelity Bond coverage in an amount equivalent to the total Grant budget. Pursuant to 2 CFR Part 200, Fidelity Bond coverage is required to protect the District's interest in the dollar amount of the Grant. Should Grantee be unable to procure a Fidelity Bond, Grantee shall submit proof that it has obtained general liability insurance that covers internal employee criminal activity or directors' and officers' liability insurance.

Section XV. Records Retention/Access

A. Records Retention

The Grantee shall retain all records demonstrating compliance with CDBG requirements and that are pertinent to this Grant for no less than five (5) years from Close-out of this Grant Agreement, including any extension thereof made in accordance with Section XVI. [Option to Extend] and including but not limited to Close-Out in IDIS of any HUD requirements. See Exhibit 5.1 in this link: https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-5.pdf

B. Extension of Retention Period

Notwithstanding the foregoing retention requirement in paragraph A above, if any litigation, claim, HUD monitoring or audit is initiated before the expiration of the retention period, records shall be retained for a period of not less than four (4) additional years following completion of the actions and resolution of all proceedings (e.g. litigation, claim, HUD monitoring or audit) involving the records.

C. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility, progress and achievement toward program goals and secure such records in a manner subject to applicable privacy laws. Such data may include, but is not limited to, client name, address, income level, case notes, correspondence and a description of service(s) provided. The Grantee shall use software which is HUD compliant to maintain client records. The Grantee shall transmit client records and files in a manner that is compliant with HUD's Personally Identifiable Information (PII) requirements.

D. Access to Records

All Grantee books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Grant funds shall be made available to the Department, HUD, its designee, representatives of the Inspector General of the District of Columbia or the Office of the DC Auditor at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.

E. National Objectives

The Grantee agrees to maintain documentation that demonstrates that the activities carried out with CDBG funds provided under this Grant meet the CDBG national objective of benefiting low- and moderate-income persons, as defined in 24 CFR part 570.208.

F. Copyright

If this Agreement results in any copyrightable material or inventions, DHCD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Section XVI. Federal and District Public Policy Requirements

Grantee shall fully comply with the following Federal and District policy requirements, as deemed applicable by Grantor:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federal-assisted and federal conducted programs and activities .

C. The requirements of Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

D. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.-) and implementing regulations at 24 CFR I part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

E. The requirements of Executive Order 11246, as amended by Executive Orders 11375. 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

F. The Conflict of Interest provisions of Federal and District laws strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of Federal funds to comply with 2 CFR 200.317 to 200.327 and

any sections of Title of 24 the Code of Federal Regulations concerning CDBG funding which are more restrictive than the Uniform Guidance Code for use of CDBG funds. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within (fifteen) 15 business days of execution of the Grant Agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict-of-Interest declarations to be executed by each employee and board member.

G. The Hatch Act. Chapter 15 of Title V. United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

H. The National Environmental Policy Act or other legislation implemented by 24 CFR part 58.

I. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement as Exhibit F.

J. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991H FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.

2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any grant,

or the entering into any extension. continuation. renewal, amendment of modification of any grant.

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and

c. He or she will include the language of the certification in all sub- grant awards at any tier and require that all recipients of sub-grant awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this Grant imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure, as the applicable grant shall so provide.

K. The Americans with Disabilities Act of 1990 (ADA) - Notwithstanding anything contained herein to the contrary, during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

L. The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are applicable pertaining to economic opportunities for low and very low-income persons. 24 CFR part 135.

M. First Source Program - Contractors and subcontractors of a government-assisted Project totaling $300,000 or more must comply with the District's goals for the recruitment, referral and placement of District residents. See D.C. Law 5-93, as amended, D.C. Official Code§ 2-219.01 et seq.

Section XVII. Close-Out Provisions

Activities and tasks during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor, and determining the custodianship of records (which shall remain the responsibility of the Grantee unless a determination is made otherwise). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over District appropriated funds and the record retention period, whichever is longest. Grantee shall submit the following items within the time frames indicated in this Section after completion of Grant activities or expiration or termination of this Agreement.

1. All activities are eligible, were completed and met a national objective.
2. All grant funds were expended in full, or all remaining funds are to be returned to Grantor.
3. All reporting requirements were completed and submitted (except for the final report that is submitted during the closeout process).
4. Any special conditions were met; and
5. All deficiencies or corrective actions affecting the Grant were resolved.

A. Grant Close-Out Report

The Grantee shall submit to the Grantor a Grantee's Close-Out Report ("Report") within ninety (90) days after expiration of the Grant term, termination of the Grant, or final payment for activities under this Agreement, whichever occurs later. This Report, at a minimum, shall include a narrative of the Grantee's completed tasks based on the activities, performance measures and goals set forth in the Statement of Work. The Report shall be completed using a form provided by the Grantor. The Grantee shall provide any information or data Grantor requests for Close-Out. In the Grantor's sole discretion, the reporting provided during the term of this Agreement may be accepted in lieu of the Grantee's Close-Out Report if those reports contain all information required in this section.

B. Documentation of Expenses

Within ninety (90) days after the expiration of the Grant, the Grantee shall provide to Grantor documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses.

C. Equipment Inventory

The Grantee shall submit to Grantor a list of all furniture, fixtures, equipment and vehicles purchased with Grant funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with 2 CFR Part 200.

D. Audit

The Grantee shall submit an audit or financial statement, as applicable, and as provided in Sections IX and X. of this Agreement.

E. Transfer of Records

Grantee shall, within ninety (90) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

F. Grantee's Obligations

The Grantee's obligations to DHCD remain in effect through the period of record retention as stated in Section XV.

Section XVIII. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion, and if legally permitted, extend the term of the Grant no more than two (2) times for one-year terms, or any fraction of one year, or multiple successive fractions thereof.

B. Grantor will endeavor to provide Grantee a preliminary written notice of its intent to extend at least thirty (30) days before the end of the Grant Term. The preliminary notice does not commit the District to an extension or authorize additional Grant funds to Grantee.

C. Any extension of this Grant is contingent upon the appropriation of funds for the applicable time period. However, the availability of funds shall not obligate the District to extend the Grant.

Section XIX. Total Agreement

The Grant Agreement, including specifically incorporated documents (to include the approved Statement of Work, the Work Plan, the approved Budget and the Grant attachments) constitute

the total and entire agreement between the Parties. Grantee understands and agrees to comply with the incorporated references contained in this Agreement and all applicable District and Federal laws and regulations.

Section XX. Applicable Law.

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia, unless otherwise controlled by federal law. In any proceeding relating to this Grant Agreement, each of Grantor and Grantee, hereby irrevocably submits to the jurisdiction of the Courts of the District of Columbia for the purposes of any suit, action or proceeding arising out of or relating to this Grant or transactions contemplated hereby.

Section XXI. Severability.

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XXII. Amendment.

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Grant activities, or the amounts specified in the Budget without the prior written approval of Grantor. The Grantee may request in writing approval of any proposed change to the Statement of Work or Workplan or the amounts specified in the eligible cost categories of the Budget and shall provide adequate supporting information and a revised budget along with its request. All such requests must be signed and dated.

Section XXIII. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or fully, by the Department.

1. The written or printed materials must include the authorized DHCD logo.

2. Written or printed materials include, but are not limited to, newspaper, radio and television announcements or advertisements, websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.
4. Grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to Grantee.
5. Grantee must provide copies of all marketing materials, brochures, flyers and other materials that publicize grant-funded activities to Grantor via email at dhcd.occo@dc.gov

Grantee shall publicize, as appropriate, to its constituency through social media, print, and online postings, DHCD communications and events that are related to Grant supported activities.

Section XXIV. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code§ 2-531 *et seq.* provides for the disclosure of public information. Specifically, the law provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Official Code § 2-1701 (13).

This serves as your Notification that information /documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code§ 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXV. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, homeless status, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Sexual harassment is a form of sexual discrimination which is prohibited by the Act and Mayor's Order 2023-131 (Updated District Government Sexual Harassment Policy, Guidance, and Procedures), which is attached hereto as Exhibit I.

The prohibition against workplace sexual harassment extends to third parties doing business with or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies. By executing this Agreement, Grantee affirms that it will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1 I 00 et seq. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated.

Section XXVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addresses:

NOTICE TO GRANTEE:

Housing Counseling Services, Inc.
2410 17th Street, Suite 100
Washington DC 20009
Attn: Marian Siegel (Executive)

NOTICE TO GRANTOR:

D.C. Department of Housing and Community Development
Community Services
1909 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
Attn: Director

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTOR SIGNATOR PAGE]

DISTRICT OF COLUMBIA, a municipal Corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Colleen Green
Director

Legal Review:

Julia Wiley
Office of the General Counsel
Department of Housing and Community Development

3/13/25
Date

[Signatures continue on the next page]

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTEE SIGNATURE PAGE]

HOUSING COUNSELING SERVICES INC.
a District of Columbia non-profit corporation

Marian Siegel
Executive Director

3/17/2025
Date

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit A Services to be Provided

- Statement of Work
- Section 3.2 Services (from the FY25 RFA)
- Workplan as approved by the Grantor

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education and training services to support DHCD's housing programs and initiatives, and to promote compliance with District housing regulations. All of the services are intended to empower potential homeowners, actual homeowners, and tenants for the purpose of preserving of affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership; (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached workplan and performance measures. Marketing and outreach for the services provided is a activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of these service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling; (b)the Grantee's additional knowledge of the individual and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and it shall be maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow up and conduct a final assessment of the impact of the services provided. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for HPAP/EAHP/NEAHP
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program

A6: Income Certification for PADD Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B13: Technical Assistance for Coop and Condo Associations

CATEGORY C: TENANTS AND TENANT GROUPS
C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

SECTION 3: PROGRAMMATIC REQUIREMENTS

3.1 Eligibility for Federal Funding

The services in this RFA will be conducted through grant agreements using Federal funds (Community Development Block Grant (CDBG) and, as available, some District Funds. The Department will provide a full informational briefing to the awarded grantee(s) about the grant funding source's ongoing administrative and programmatic requirements. Whether grants awarded under this RFA are funded locally or with federal funds, all grants will be managed to the higher standards and requirements whether Federal or District.

Federal regulations have established national objectives requiring all CDBG-funded activities beneficiaries to be at least 51% low- and moderate-income persons or households. The national objective is achieved through "limited clientele benefit"—that is, by verifying the incomes of each beneficiary of the services provided. The applicant must demonstrate that it has the capacity and the intention to verify the household incomes of beneficiaries to meet the national objective of providing benefits to 51% of low- and moderate-income persons.

Client income certification is also an important element of ongoing program activity for many DHCD housing programs. (See Section 3) Applicants should review in detail the federal income requirements for programs, activities, and grantee (sub-recipient) eligibility under the Community Development Block Grant program regulations at 24 CFR 570. 200-210,

- https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-570/subpart-C?toc=1

and HUD Housing Counseling Program Regulations: 24 CFR Part 214,

ps://www.ecfr.gov/current/title-24/subtitle-B/chapter-II/subchapter-B/part-214?toc=1

3.2 Housing Services: Description of Housing Programs and Services

Please Note: Specifications and programmatic requirements may change from time to time during the award period at the discretion of the Department.

The following describes seventeen services in the Housing Counseling Program. These constitute the services for which the Department is seeking Applicants to provide services to DC residents. Applicants should select at least one service for which they are applying; however, the Applicant may select more than one. The Department is not obligated by the Applicant's selection to make an award. Applicants are responsible to demonstrate their capacity in their application to provide the services for which they have applied. Capacity includes staffing patterns including qualifications and experience, other funding resources, case management systems and programmatic activities. Historical data can also be considered in demonstration of organizational capacity. Applicants should be aware of Legal Citations noted throughout this section as well as the references to the Code of Federal Regulations (CFR).

Category A: HOMEOWNERSHIP

A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program
A6: Income Certification for the Property Acquisition and Disposition Division (PADD) Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY

B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B12: Legal Services for Seniors and/or Coop & Condo Associations
B13: Technical Assistance for Coop and Condo Associations
B14: Technical Assistance for Owners of Small Rental Properties

CATEGORY C: TENANTS AND TENANT GROUPS

C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

Each particular service has specific requirements described in the following pages. Applicants are expected to utilize this guidance in the performance of these services.

CATEGORY A: HOMEOWNERSHIP

Legal Citations Governing Program Area in Category A

Applicants to provide services in Category 1 should review in detail the following legal citations governing the District's homeownership programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for homeownership pursuant to the relevant citations.

- Home Purchase Assistance Program: DC Code 42-2601 and 14 DCMR, Chapter 25
- Employer-Assisted Housing Program: DC Code 42-2501 and 14 DCMR, Chapter 36
- Inclusionary Zoning: Legislation Pending, Bill 17 586, 17-618, 17-619

A1: HUD Housing Counseling
This activity is open to applicant organizations which are HUD approved employing one or more HUD certified counselor(s). Such counseling is often (but not exclusively) in the pursuit of homeownership or credit repair and improvement or to improve their housing condition.

Grantees of this service should be familiar with 24 CFR 5.100 and with 24 CFR 214.

Housing counseling is independent expert advice provided by a HUD certified housing counselor (24 CFR Part 214) customized to the needs of the client. It is aimed at addressing housing barriers and providing support to the client to achieve their housing goals. This counseling service must include: (1) intake (2) financial and housing affordability analysis (3) an action plan[2] and (4) follow-up counseling to implement the action plan and achieve its stated goals *(24 CFR 5.100).*

The action plan should identify the steps needed for the client to achieve his/her housing goals. These actionable steps include, but are not limited to, review of the client's credit report with explanations of its meaning and items that impact (or may improve) the credit score, creation of a budget and methodologies to track one's income and spending, debt reduction planning, and savings planning. Follow-up should track the client's progress toward the goals of the action plan. Other programs and services including group educational opportunities may complement the one-on-one counseling with a certified counselor. Counselors, therefore, may appropriately make referrals to programs and services as well as to group educational activities that support and implement the goals of the action plan.

Counseling organizations are required to maintain case files including items 1-4 above as stated in 24 CFR 5.100. It is critical that files with records and case notes be kept in such a way that if a client's counselor is no longer available, either temporarily or permanently, another certified counselor in the organization can understand based on the file the client's circumstances, action plan, progress and where the client is in achieving his/her housing goals.

Organizations providing this service should have working experience with credit counseling and repair, with consumer credit bureaus and consumer credit laws. Ideally, they should be familiar with creditor tactics, liens, judgments, repossessions, and other obstacles to credit improvement.

It is critical for the counseling organization to make efforts to keep the client engaged in the counseling process and such attempts and outreach should be documented in the case file.

In accordance with HUD requirements, counseling organizations may close files if a client does not respond to outreach efforts over 60 days. The last outreach attempt should document that the file will be closed as of a specific date if nothing further is heard from the client. If the client should return to client after the 60 days, a new file should be opened.

[2] Except for reverse mortgage counseling.

Post-purchase follow-up

a) Grantees must continue their counseling relationship with customers once they become homeowners. This follow-up should continue for a period of time after purchase to ensure the homeowner's housing stability.
b) Grantees may make use of post-purchase programs using either their own programming or making referrals to other Grantees who provide such programming (*e.g.* B1 General Home Management and B2 Foreclosure Counseling).
c) If problems arise, it will be the grantee's responsibility to address them quickly as time is of the essence, and to address them as efficiently as possible. Where the District's investment is involved, counseling should include ways to protect the DC investment.
d) When working with clients who have an HPAP deferment period ending, Grantees must provide dedicated counseling services to those borrowers. In particular, grantees will be asked to make an updated assessment of each borrower's financial status regarding the appropriateness of continued deferment.
e) Potential delinquency, or foreclosure prevention, counseling will be provided to any borrower who is experiencing difficulty.
f) If problems continue with these loan clients, this counseling will become a home preservation activity.

A2 8-Hour Homebuyer Education Class (HBE)

This activity is open to applicant organizations which are HUD approved counseling organizations employing one or more Hud certified counselors.

The Department seeks HUD Approved organizations to provide the 8-Hour Homebuyer Class. This is in support of the Department's many programs for which the 8-Hour Homebuyer Class is a requirement, and also for other DC residents who seek to take this class in preparation for homeownership and for their knowledge.

Organizations should take as a serious obligation to conduct this class with knowledge staff (HUD certified counselors). The class is conducted in a traditional in-person setting or in a virtual online setting.

Those who successfully attend and complete the class should be provided with a DHCD certification (in the format approved by the Department) indicating their completion of the class and dated appropriately. Monthly attendance and award of certificates should be reported to the Department monthly. The class should be presented frequently enough to meet programmatic needs of DHCD programs. Class dates should be provided to the Department for inclusion on the DHCD calendar. Presentations should be given by staff, not outside speakers. Grantees are welcome to collaborate in the conduct of these classes.

A3: Intake for DC Homebuyer Programs (HPAP/EAHP/NEAHP)

The Home Purchase Assistance Program (HPAP) is the primary DHCD program for first-time homebuyers. HPAP provides interest-free loans that include closing cost assistance to eligible applicants. Under this program, homebuyers may have the opportunity to purchase houses,

condominiums, or cooperative units in the District. DHCD has additional homeownership programs which are associated with HPAP, and which are targeted to specific populations or geographic areas or may meet specific home buyer needs.

The satellite programs are:

(1) The Employee Assisted Housing Program (EAHP) provides assistance to District of Columbia Government employees, who are first-time homebuyers in the District; and

(2) The Negotiated Employee Assistance Home Purchase Program (NEAHP) provides down payment and closing cost assistance to certain District of Columbia Government employees whose position is covered by specific union collective bargaining agreements.

Wherever the acronym "HPAP" is used, the same applies to the EAHP and NEAHP programs.

Prior to HPAP Application

Clients interested in HPAP assistance who have a pre-approval from a lender, should be assisted with making an application to the HPAP as expeditiously as possible. Those without a pre-approval letter from a lender are required to engage in HUD Housing Counseling (see A1 above) in order that they have the benefit of credit counseling and homeownership preparation. The action plan should include the actionable steps needed to ensure success as a homeowner and to achieve a pre-approval letter from a lender. Once a pre-approval letter has been obtained, the client with the Grantee's assistance should proceed to making their application to HPAP.

Application Process

For grantee organizations, this relationship management function includes working with first-time homebuyers throughout the homeownership application, preparation, purchase, and post-purchase process. Counseling will be focused on low- and moderate-income populations.

Once HUD credit counseling is completed the HPAP process includes:

(Optional) Applicant organizations may conduct pre-purchase seminars which include information and requirements of the HPAP programs. A DHCD Certification should be provided to attendees and recorded with DHCD.

Application Intake includes document collection of those documents needed. These should be collected in person or by means of a secure portal. Email is not considered a secure means for transmission of information which could be used for identity theft or other criminal activity. Drop-off at a staff office to an employee is acceptable.

Once the application package is complete, the organization submits to the appropriate HPAP administrator.

Homebuyer Education (8-hour class) (A DHCD Certification should be provided to 8-hour Homebuyer Education attendees and recorded with DHCD.)

Post-Purchase follow-up (Records of those follow-ups should be maintained by the organization. See Post-purchase in Service A1)

Organizations will be responsible for: (1) the application process, which includes delivery of completed applications to the HPAP Administrators; (2) completion of the application form itself and collection of all required supporting documentation, and (3) maintaining performance and reporting data, and databases as needed by the Department.

A4: Inclusionary Zoning Orientations

Introduction to IZ/ADU Programs:

The District's Inclusionary Zoning (IZ) Program requires a certain percentage of units in a new residential development, or a substantial rehabilitation that expands an existing building, be set aside as affordable units. The goals of this program are to increase the supply of affordable housing for low- and moderate-income households, to support the creation of mixed-income communities, to prevent rising home prices from driving out low- and moderate-income residents, and to leverage the expertise and capacity of the private market to develop affordable housing.

Affordable Dwelling Units (ADUs) are defined as for-sale and for-rent homes that are locally restricted for occupancy by households whose income falls within a certain range and are generally offered at a below-market rate. ADUs are generally produced in exchange for zoning relief, tax incentives, public financing, and/or the right to purchase or lease District-owned land. Specific ADU provisions, such as the affordability period, income limits, and resale restrictions, are set out in deeds, covenants, land disposition agreements, ADU administration plans and other originating documents.

ADU provisions have historically varied from project to project, as each is a result of a unique negotiation or project approval. However, ADU restrictions are becoming more standardized and more similar to standard IZ requirements.

Organization roles and responsibilities:
Provide mandatory IZ Orientation. The department's PowerPoint presentation must be utilized. Presentation and answers to participants' questions must conform to agency guidelines.

DHCD seeks organizations which will provide programmatic rental and homeownership counseling services in support of both of the above programs. Information about these

programs is available through DC Housing Search https://www.dchousingsearch.org , counselors will be required to utilize DC Housing Search, and train potential customers in how to search for affordable housing through DC Housing Search.

Grantees will be required to become familiar with the program requirements and procedures, as required by DHCD. In the last few fiscal years, the IZ program has produced approximately 400 new affordable units each year.

Orientation:
In particular, organizations are required to conduct IZ Orientations to help residents to be familiar with all programmatic requirements for the IZ program.

Organizations must conduct and coordinate this mandatory orientation session in a traditional and virtual classroom settings. They must provide interested applicants/residents with the relevant terms of the program, including next steps and other information as required by DHCD.
DHCD currently provides standard slides and certificate templates to use for this orientation and will provide training to grantees.

Completion of this orientation class is mandatory before an individual may register for the IZ program and individuals must renew registration every two (2) years to remain on the IZ registration list.

The class must be conducted at least monthly beginning within 30 days after the grantee's application is approved. Coordination of this class will include publishing upcoming class dates, accepting reservations via phone, email, or other method, allowing walk-ins if space is available, providing attendees with a certificate of completion (in a format approved by DHCD) upon completion of the class and providing at least monthly attendee data to DHCD. It will also include ensuring that attendees receive all required training materials, and shall be presented by grantee staff, not outside speakers.

Grantees must train program participants in the terms and specifics of the IZ and ADU Programs (training guidance will be provided by DHCD) and provide additional pre and post homebuyer education training.

Grantees must also provide data to DHCD on a regular basis as determined and requested by DHCD, including but not limited to the names and contact details for individuals who have received a DHCD certificate and the number of attendees at IZ orientations.

A5: Income Certifications for the IZ/ADU Units Programs

The agency seeks two organizations to provide income certifications for participants in the Inclusionary Zoning and Affordable Dwelling Units programs. Income certifications are expected to be conducted under a uniform process prescribed by DHCD and following HUD Part 5. DHCD has established requirements for approving Certifying Entities, including

specific IZ and ADU training.

Grantees are expected to become Certifying Entities pursuant to DHCD requirements. Grantee organizations will be required to ensure that program participants understand that income and occupancy restrictions apply to their IZ units and ADUs. Grantees will also be expected to complete income certifications for newly selected households and for renewing tenants. Grantees will be working closely with individuals, property management/leasing staff, sales agents and DHCD. DHCD will provide the necessary forms and procedures, but Grantees will collect the necessary paperwork from individuals and complete the income and household size verification process. Upon successful certifications, Grantees will notify DHCD and the sales/leasing staff.

Such restrictions may include but would not be limited to: (1) the specific affordability period, (2) conditions for, or prohibitions against, subleasing, and (3) resale restrictions. Ongoing outreach and assistance to occupants of IZ units and ADU is required in the areas of programmatic requirements and homeownership counseling.

A6: Income Certification for PADD Applicants

The Property Acquisition and Disposition Division (PADD) encourages vacant and/or abandoned property owners to rehabilitate and/or occupy their properties. PADD acquires vacant, abandoned, and deteriorated properties through negotiated friendly sale, eminent domain, donation, or tax sale foreclosure, when owners are unwilling or unable to maintain their properties. PADD also disposes of properties in inventory by selling them to individuals or developers to be rehabilitated into high-quality affordable and market-rate single-family and/ or multi-family for-sale or rental housing in District neighborhoods.

For DHCD, the activities of this Division create affordable homeownership and rental opportunities for low- and moderate-income households. Grantees must counsel these households as they qualify for and occupy these new homeownership and rental units. DHCD seeks one or more organizations which will provide counseling or training services for affordable units made available through PADD.

Because PADD units are not produced through a traditional homebuyer program, an intensive marketing and outreach effort to our target population will be required of grantees. Counseling services will also involve conducting income certifications and re-certifications for purposes of admission and continuing participation in this program. Income certifications are expected to be conducted under a uniform process prescribed by the Department. For PADD, grantees must ensure that program participants understand that income, or occupancy, restrictions apply to their unit. Such restrictions may include but would not be limited to: (1) the specific affordability period; (2) conditions for, or prohibitions against, subleasing; (3) potential rent increases; and (4) resale restrictions. The specific unit covenant

terms will be communicated to stakeholders by the Department, but grantees must facilitate communication with stakeholders.

A7: Public Services: General Coaching and Information

Public Services may be undertaken by Applicants which have not yet obtained HUD Approval and may not employ a HUD certified housing counselors. (HUD Approved organizations who are applying for A1 or A2 do not need to apply for this service, since they are able to provide these Public Service activities in connection with their other lines of services.

These activities are frequent but not exclusively in a group setting. These may be virtual or in-person, as long as an in-person option is provided. Grantees may utilize Homebuyer Clubs as an effective tool for keeping clients engaged in homebuyer preparation when a long-term period is needed for better positioning to be a first-time buyer.

They may include group trainings on understanding credit and credit reports and involve savings programs.

Public service staff are required to train clients to utilize available tools, such as DC Housing Search https://www.dchousingsearch.org to locate affordable housing for sale and for rent.

CATEGORY B: COUNSELING AND TRAINING FOR HOME PRESERVATION

B8: General Home Management (Post-Purchase Non-Delinquent)

Post-purchase counseling is essential for Homeowners who have purchased their homes, are not delinquent in their mortgage payments and would like to remain successful by creating a realistic financial plan to avoid financial pitfalls and protect and retain their homeownership. Post-purchase counseling is essential to understand local post-purchase behavior, especially low-moderate income homeowners, that can be supported by education and supportive programs to ensure recent homeowners understand what to do in the event of hardships. Organizations that provide post-purchase counseling sessions and education workshops will ensure their topics consist of the following:

1. Prepare a maintenance plan for major household systems and repair strategies.
2. Emergency preparedness plan to assist client in case of disaster.
3. Understand consequences of not paying taxes, HOA payments or community assessments.
4. Explain the benefits of establishing an emergency fund and retirement or tax-incentivized accounts.
5. Provide knowledge of home improvement financing options like HELOCs and give counsel on how to apply for additional financing to renovate property.

6. Access the client's understanding of the process of refinancing the home and incurring more debt.

This counseling activity may include, but not be limited to, appliance warranty disputes, contractor disputes, disputes with mortgagors, will and estate issues, including transfer-on-death deeds, etc. In this service, grantees must serve as advisor-educators and are prohibited from giving legal advice. Grantee activities should focus on low—and moderate-income populations.

B9: Foreclosure Counseling

Homeowners who are delinquent in loan payments (as well as those in danger of delinquency) need to know what options are available to them. Similarly, those in foreclosure need to know their options and resources that may assist them, especially if available legal services are available.

Organizations are required to provide foreclosure prevention counseling that helps homeowners at risk understand the foreclosure process in Washington, DC, determine their legal rights and identify options to avoid foreclosure.
Organizations will assist struggling homeowners with loss mitigation, communicate with mortgage servicers and provide services such as the following:

1. Provide advice and coaching to assist clients with creating a budget based on financial goals. Assess the current financial situation and develop short and long-term strategies to reduce expenses and debt to achieve client goals.
2. Explain loss mitigation. Explain the requirements of a loss mitigation package and evaluate the client's loss mitigation options for FHA and non-FHA loans.
3. Provide examples of mortgage default scams and ways to avoid being a victim.
4. Explain the consequences and costs associated with a foreclosure, short sale, or deed-in-lieu.
5. Explain the foreclosure timeline and devise a plan if the client is unable to stay in the home and assist the client in mortgage default recovery. Demonstrate the impact of a mortgage default.
6. Work with displaced residents seeking referrals for housing.

Grantees work with homeowners who are delinquent in their mortgage payments, or who are in foreclosure, or in post-foreclosure. These counseling services are also offered to owners of multi-family properties, and ownership associations. This counseling serves as a central element of DHCD's overall foreclosure prevention strategy.

It is critical to address the District's foreclosure crisis. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Grantees also work with the Department of Insurance Securities and Banking (DISB) to protect clients against scam operations that prey upon residents who are subject to foreclosure. Grantee organizations extract data for outreach and targeting efforts from the Office of the Recorder of Deeds, which provides a listing of all official foreclosures in the

District on a weekly basis. DHCD seeks one or more organizations that will provide foreclosure counseling services which include, but may not be limited to, all of the above-described foreclosure prevention activities.

For grantees, this counseling function means working with troubled homeowners, utilizing all foreclosure prevention or mitigation tools available, and if necessary, working with customers throughout their foreclosure or post-foreclosure process. Grantees must provide full assistance and advice to troubled homeowners. Grantees will be responsible for: (1) assessing the homeowner's circumstances, (2) educating the homeowner about the full implications of mortgage delinquency and foreclosure (3) exploring and providing options of action for the homeowner (4) providing tools or alternative support that may further assist the homeowner (5) developing and executing a best action plan for either saving the home or undertaking the best course for the homeowner, and (6) tracking the results of their counseling efforts. In addition, grantees will provide ongoing performance and reporting data and databases maintained.

Post-Foreclosure Counseling: It is critical that grantees continue their counseling relationship with customers, even if the home cannot be saved. Grantees must follow up with troubled homeowners for a period of time after any action plan has been executed. If the home has not been saved, counseling should be made available, and if necessary, referral to other needed services. If the home has been saved, counseling follow-up is also necessary to ensure that the ongoing action plan is being properly implemented. If more problems arise, it will be the grantee's responsibility to address them as quickly and as efficiently as possible.

With the passage of the Saving DC Homes from Foreclosure Emergency Amendment Act of 2010, troubled or delinquent District homeowners have the right to engage in mediation prior to foreclosure. As a result, DHCD requires grantees to provide counseling related to this mediation process.

Grantees must be familiar with the Law, its regulations, and the mediation process which has been implemented by the Mediation Administrator at the DC Department of Insurance, Securities, and Banking. Grantees must educate troubled homeowners in the decision factors related to mediation election, and, if necessary, prepare them for mediation. In some cases, counselors may be asked to accompany, or represent, troubled homeowners in the mediation process. Grantees must ensure that all customers who elect mediation complete and submit proper documentation in a timely manner. Grantees must ensure that the best interests of troubled borrowers are protected throughout the mediation process. Finally, DHCD expects grantees to follow-up after the mediation process is complete to ensure that any final mediation agreement is properly implemented.

B10: Eviction Counseling

Applicants who have HUD certified counselors or NeighborWorks America foreclosure certified counselors may offer this service. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Training should also include knowledge of laws and legal procedures governing eviction.

Eviction has long created housing instability for renters, and especially among low- and moderate-income households. For those at the lower end of the economic scale, eviction has caused not only housing instability but also employment insecurity and homelessness. Studies have shown that lack of access to legal representation has resulted in markedly different and detrimental outcomes as compared to renters who have legal representation. After legal representation, the next most effective range of services includes alternative dispute resolution (or mediation), knowledge and guidance in court navigation, and effective management of legal and tenant-landlord documents. In addition to housing instability, eviction also has credit impact for the tenant.

It is critical to provide those in danger of eviction with counseling to make informed decisions. This includes access whenever possible access to legal services. Also, appropriate training includes information about tenants' rights and obligations, the credit impact of eviction, use of payment plan agreements, understanding of court processes and procedures, and access to alternatives to court procedures. When tenancy is lost, counseling for housing alternatives is needed and a path forward to credit repair.

B11: Single-Family Residential Rehabilitation Program

The Single-Family Residential Rehabilitation Program (SFRRP) administers grants to District homeowners for roof repairs and for modifications to eliminate barriers to accessibility for persons with mobility or other physical impairments. Projects approved for SFRRP require a covenant on the property to protect the District's funding of the project.
DHCD seeks one or more organizations which will provide application intake services to SFRRP applicants throughout the grant process.

> **Mandatory Counselor Intake Training:** Grantees for this line of service are required to attend training with the SFRRP team in September to be introduced to updated aspects of the SFRRP for FY25. It is critical that the grantee have a solid understanding of the updated program and the requirements for applications. Therefore, the September training is mandatory for SFRRP intake counselors.
>
> **Application Period:** Applications for SFRRP will only be taken between October 1, 2024, and December 31, 2024. To be considered applications during this period must be complete. Lack of required documentation or information will not "hold a place" in the program if not provided before the December 31, 2024. The Department at its sole discretion reserves the right to close the program prior to the deadline if funding is depleted or no longer available.

Information Session for Applicants: The Department will provide Grantees with a PowerPoint presentation outlining the program and its requirements. Intake counselors are required to use this presentation with all potential applicants either in a group sessions (such as an Orientation) or in a one-on-one session with the potential applicant.

Grantee's and Counselor's Responsibilities: (1) use the Department PowerPoint presentation to present the program to potential applicants, answering questions from residents interested in the program; (2) complete the application document and collection of **all required** supporting documentation *(incomplete applications will not be accepted)*; (3) post-application and post-grant support; and (4) providing performance and reporting data as required.

45 Day Period: It is critical that no application be uploaded in the SFRRP portal unless it is complete with all required documents and intake form completed. If an incomplete application is uploaded in the portal, the SFRRP staff will notify the counselor and the applicant that the application cannot be accepted. The notification state that what is complete and state the **applicant has 45 days** to provide the requested information including documents. After 45 days if the application remains incomplete, the application will be closed as incomplete for funding.

Application Portal: Counselors will need to provide their name and contact information (e.g. email) when uploading in case SFRRP program staff need to follow up.

Legal Citations Governing Program Area for Category B:

Applicants to provide any service in Category B should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

- Lead Safe Washington 24 CFR, Part 35, 24 CFR, Part 85.37, Section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992
- Single Family Rehabilitation 14 DCMR, Chapter 28 First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
- Saving DC Homes from Foreclosure Emergency Amendment Act of 2010 (DC Act 18-635; 57 DCR 12404)

B12: Legal Services for Homeowners and/or Coop & Condo Associations

The Department seeks organizations to provide legal services to provide one or both of the services noted below. Grantees will conduct outreach to low- and moderate-income populations in need of these services.

- Legal Services to Seniors
  Seniors who are homeowners can be assisted by the Applicant to have legal services to assist Seniors to avoid housing instability or the loss of ownership of their home. In addition to their own attorney staff, Applicants may seek *pro bono* services from other members of the Bar.

- Legal Services to Coop-Condo Associations
  Legal services may be provided to Cooperatives and/or Condominiums ("Associations") to ensure housing stability. If Associations have problems in areas of legal entity status, required legal or financial filings, compliance issues, risk management concerns, board and member training, best legal practices, and collection of association fees (to name of few), such issues may threaten the member's housing stability, and the owners' (or members') investment in their properties. Selected applicants will provide legal services to Associations in low- and moderate-income census blocks to mitigate these concerns, to preserve housing stability of owners and to ensure well-functioning Associations and Boards.

B13: Technical Assistance for Coop and Condo Associations

The Department seeks one or more organizations to provide technical assistance to Associations. The situation many Associations may face is a need for training in best practices of Association management. Training in best practices and frequently encountered problem situations may be offered by the grantee not only to the Association Board but also to the owners in the Association. Association boards and their member owners frequently face issues of association fees not being paid, lack of income to fund reserves, special projects that would require a special assessment, and decisions of taking court action or being the defendant in a court action. These are just a few of the legal issues which may arise for the Association, in addition to the more routine matters of by-laws and required legal documents for the operation of the Association.

B14: Technical Assistance for Landlords of Small Rental Properties

Landlords of small rental properties face enormous challenges. They frequently lack the staff and the resources of large multi-family properties to deal with the many details of operations and asset management. Small unit properties cannot readily absorb mistakes or challenges.

In a ten-unit property, one vacancy is a 10% vacancy rate, while one unit in a 100-unit property is 1% vacancy rate. Yet, small unit properties are often the affordable renter properties. To preserve this housing stock as an affordable option, DHCD seeks grantees to provide Technical Support to Owners of Small Unit Properties (of 30 units or less).

Services can be provided through group training as well as through one-on-one counseling. Like many small business owners, owners can often benefit from a better understanding of accounting practices and financial statements (balance sheet, income statement, cash flow report). Knowledge of financing options is another common to many business owners. Topics such as these are particularly suitable to the needs of owners.

1. **Property Management Software**: Landlords often need help selecting and implementing property management software to track rent payments, maintenance requests, tenant information, and other critical operational data.

2. **Legal Compliance**: Guidance on navigating complex local, state, and federal housing laws and regulations related to fair housing, security deposits, evictions, and other landlord-tenant issues.

3. **Financial Management**: Guidance with accounting, tax preparation, and financial planning specific to rental property ownership and operations.

4. **Maintenance and Repairs**: Access to vetted contractors, tradespeople, and service providers to handle property maintenance, repairs, and upgrades in a timely and cost-effective manner.

5. **Tenant Screening and Selection**: Guidance and best practices with tenant screening processes, background checks, and selecting responsible renters to minimize vacancies and evictions.

6. **Marketing and Leasing**: Help with listing vacant units, advertising, showing properties, and executing leases to keep units occupied.

7. **Emergency Response**: Guidance on developing emergency plans and protocols to address unexpected events like natural disasters, property damage, or tenant issues.

8. **Asset Management Issues**: The ratios and metrics of asset management for multi-family properties provide a helpful guide to best practices. For example: Many landlords are unaware of the effect that certain metrics have in their properties. Slow "Make-Ready" times, refers to the length of time it takes to prepare an apartment to be shown to prospective tenants. Similarly, "turn time" refers to the times it takes to find a renter and receive the first month's rent. Slow turn times are also a drain on resources. When there are slow "make ready" and slow "turn times" the combined effect can be detrimental for the property's future. High turn-over rates among renters is another draw on the income. Other issues and topics include: What to do when you have a tenant who is not paying rent? What are the alternatives to eviction? How do the Court work? Are there pre-eviction resources? What legal services are available to the owner?

CATEGORY C: TENANTS AND TENANT GROUPS: SERVICES RELATIVE TO Tenants Opportunity to Purchase Act, Rental Conversion and Sale Division, and Rental Accommodations Division

The DC Tenants Opportunity to Purchase Act (TOPA) seeks to protect tenants and tenant groups from displacement due to sale of the property. The law allows tenants to purchase their apartment building. Tenants have the choice of maintaining the apartments for rent or converting to cooperatives or condominiums. DHCD seeks to preserve affordable housing in the District and limit displacement of low- and moderate-income households. For groups that choose coop or condo conversion, this provides a path to homeownership.

DHCD provides both financial assistance and technical assistance, as well as specialized organizational and development services, for tenant groups who are pursuing the purchase of their apartment buildings. Through DHCD's Development Finance Division, organized tenant associations may be provided with seed money, earnest money deposits, and acquisition and/or rehabilitation assistance. After acquisition and rehabilitation, DHCD also provides ongoing Board training and property management support to the newly formed cooperative or condominium Boards.

C15: TOPA: Pre-purchase Training

DHCD seeks one or more organizations which will provide pre-acquisition organizational and developmental counseling and training to tenant groups or tenant associations in support of their intent to purchase their building. These tenant groups must be preliminarily qualified as eligible for DHCD's Tenant Purchase Technical Assistance program. Grantees must provide the following services to tenant groups:

a) establishment of a tenant association.
b) selection and appropriate training of Board members.
c) training of captains (court, building and floor).
d) training in roles and functions of committee members; (5) training tenant groups in detail about the building purchase process.
e) training tenant associations in property management techniques.
f) provide training to the tenant association on each type of ownership; and conducting surveys of tenant associations to determine the appropriate form of ownership for their building (cooperative or condominium).

It is critical that Grantees in this service maintain an outreach to educate and inform low- and moderate-income tenants about their rights and opportunities provided by TOPA. Grantees are encouraged to make this a central aspects of their marketing plan, and to create

opportunities as well as avail themselves of opportunities to participate in educational outlets to reach tenants. Collaboration with other Grantees in this or similar service lines is encouraged. Grantees should participate in DHCD when and as those opportunities for outreach are available.

While training the tenant association, the grantee must be able to prepare and submit appropriate documentation required in the purchase process, including but not limited to tenant profiles and feasibility analyses, response to Notice of Sale of Building, preliminary development, acquisition, and rehabilitation plans, and operational plans.

The grantees must have skill and experience in negotiating the lease or purchase of the building. In addition, grantees must assist tenant groups in procurement related to the development, purchase, and rehabilitation process, including but not limited to attorneys, architects, engineers, financial and developmental consultants, private developers, appraisers, and property managers.

C16: TOPA: Post-Purchase Training

DHCD seeks one or more organizations which will provide ongoing post-acquisition counseling services which include property management and Board training for properties which have been purchased and/or rehabilitated with financial assistance from the DHCD Development Finance Division's First Right Purchase program. Generally, these are multi-family properties that have been purchased through limited equity cooperative agreements or condominium purchases. Therefore, non-profit Board training and development skill and/or experience, as well as multi-family property management skills are critical to providing effective counseling services. Services to be provided under this activity may include, but are not limited to:

a) establishing standards of evaluation for each participant's financial status and leadership capacity.
b) conducting annual management reviews of all Boards, oversee election and
c) training of new Board members.
d) assisting in the establishment of appropriate arrangements with required service providers such as exterminators, garbage collectors, landscapers, etc.
e) assisting in capital management planning and a stabilization plan for rehabilitation and/or refinancing.
f) tracking property vacancies and reviewing new applications for membership.
g) establishing and reviewing membership guidelines.
h) technical assistance in accounting, budgeting, and the preparation of financial statements for long-term financial viability.
i) providing Board of Directors with training as appropriate; and

j) other required management and support duties. Grantees will assist the condominium or cooperative in developing a budget for the overall management and carrying costs of the property.

Grantees will assist the Board and membership in all aspects of management, such as completion of the audit, Fair Housing issues, required individual, property, and Board insurance, taxes, the role of Board officers, evaluation of monthly financial performance, training on lender compliance, i.e. loan payments, income requirements. DHCD will likely negotiate assignment of specific properties to grantees for this service.

Legal Citations Governing Program Area in Category C:

Applicants to provide any service in Category C should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
Tenant Purchase Technical Assistance Program DC Code 42-3404.02
Rental Housing Conversion and Sale Act of 1980, as amended (DC Code 42-3401.01 et. seq.) (Also known as the Tenant Opportunity to Purchase Act or "TOPA")

C17: Services for Tenants and Tenant Organizations
(in partnership with Housing Regulation Administration, Rental Accommodation Division, Rental Conversion and Sale Division).

Activities under this service will supplement and enhance the services provided by DHCD's Housing Regulation Administration (HRA), which includes the Rental Accommodations Division (RAD) and the Rental Conversion and Sale Division (CASD).

RAD administers the Rental Housing Act of 1985 (D.C. Official Code § 42-3501.01 et seq.) which regulates residential rental housing registration and the rent stabilization program (commonly known as rent control). RAD oversees rent adjustment procedures, processes notices to vacate, reviews tenant petitions prior to adjudication by the Office of Administrative Hearings and adjudicates most types of landlord petitions. RAD also proposes rules and regulations for administration of the Rental Housing Act for review and publication by the Rental Housing Commission.

CASD administers the Rental Housing Conversion and Sale Act of 1980 (D.C. Official Code § 42- 3401.01 et seq.) which regulates the sale or transfer of ownership interests under the

Tenant Opportunity to Purchase Act of 1980 (TOPA) (D.C. Official Code § 42-3401.01 et seq.), the conversion of use of rental housing to condominium or cooperative ownership and residential condominium formation and registration under the Condominium Act of 1976 (D.C. Official Code § 42-1901.01 et seq.). Further, CASD administers a Housing Assistance Payment program (HAP), under which tenants may be eligible for rent assistance if they are displaced due to the conversion of use of their apartment building to condominium or cooperative ownership.

CASD also proposes rules and regulations for administration of the Rental Housing Conversion and Sale Act of 1980.

DHCD seeks one or more organizations which will support RAD and CASD operations by providing counseling and tenant education services to tenants and tenant groups. Grantees must provide counseling and training assistance to tenants and tenant organizations regarding the District's rental housing laws and tenant and landlord rights and responsibilities.

For CASD, grantee organizations must provide counseling and training concerning: (1) tenants' TOPA rights when a landlord intends to sell, demolish, or discontinue rental housing use; (2) transfers of rental housing ownership or economic interests; (3) assisting tenants or tenant organizations in exercising their right to purchase; (4) informing tenants or tenant organizations relating to partner-investors and assigning TOPA rights; (5) conversion of use from rental housing to condominium or cooperative ownership by tenant elections, or conversion in lieu of tenant elections; (6) the Housing Assistance Payment program and relocation assistance; (7) tenant organization formation, incorporation, and registration; (8) protections for elderly or disabled tenants; (9) coercive or retaliatory activities; (10) tenant rights when rental housing is in foreclosure; (11) notices of intent to convert use from rental housing to condominium or cooperative ownership; and (12) relocation counseling for displaced tenants.

For RAD, service providers must demonstrate the ability to counsel and train tenants and tenant organizations on rent control provisions including properties that are regulated by or exempted/excluded from rent stabilization under the Rental Housing Act:

1) petition- based and annual rent increases.
2) executing and filing tenant petitions.
3) responding to landlord petitions.
4) protections for elderly and disabled tenants.
5) RAD's conciliation services.
6) notices to vacate and eviction procedures.
7) disclosures to tenants.
8) changes and decreases in services and facilities.

9) learning about and securing enforcement of housing condition regulations.
10) security deposits.
11) understanding lease provisions.
12) rent increases if a property is not under rent control.
13) appealing decisions of the Rent Administrator or the Office of Administrative Hearings; and
14) relocation counseling for displaced tenants. Note: Advocacy on behalf of tenant groups, or tenant rights assignees– including, but not limited to, legal advice or advocacy on tenants or tenant organizations' behalf in negotiations with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators, and not as advocacy groups. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns, or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a grantee is to ensure that tenants understand all available options.

Direct Counseling to Tenants and Tenant Groups: tenant counseling services will be designed to educate tenants in privately-owned properties about their legal rights and opportunities. This service is to be provided to tenants and tenant groups which are not subject to foreclosure and have not selected to exercise their Opportunity to Purchase Rights and/or Right of First Refusal under TOPA. It also includes providing other services and tenant education, which may not fall into the categories of services outlined above, such as eviction counseling, relocation counseling, apartment search, or apartment management.

DHCD seeks one or more organizations with the capacity to bring a range of resources to prevent involuntary displacement and to provide opportunities for continued affordable rental housing. Grantees must provide counseling services to tenants and tenant groups which include, but are not limited to: (1) outreach to tenant groups upon notice of one-year potential for subsidy expiration; (2) technical assistance in negotiations between owners and HUD relative to the renewal of federal subsidy contracts; (3) counseling for tenants in buildings where the subsidy will be lost and the tenant(s) must move; (4) counseling for tenants who are behind in their rent on best-action options; and (5) appropriately referring tenants who are in landlord/tenant disputes to all available resources. Grantees must also conduct research using the many databases and research tools available to identify properties that have a critical need for counseling assistance, including but not limited to DCHousingsearch.org. Note: Advocacy on behalf of tenant groups or tenants' rights assignee –including, but not limited to, legal advice or advocacy on tenants or tenant organizations behalf in negotiations

with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators and not as tenant advocates. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a prospective grantee is to ensure that tenants understand all available options.

Additional Legal Citations Governing Programs in Category C.

Applicants to provide any service in this Category and should review in detail the legal citations governing DHCD's rental accommodation functions:
(1) the Rental Housing Act of 1985, D.C. Official Code § 42-3501 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapters 38-44.
(2) the Rental Housing Conversion and Sale Act of 1980, D.C. Official Code § 42-3401 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapter 47.
(3) the Condominium Act of 1976, D.C.

Official Code § 42-1901 et seq.; (4) D.C. Official Code § 42-1901 et seq.; (5) the First Right to Purchase Program, title 14 of the District of Columbia Municipal Regulation, chapter 2700; and (6) Housing Conditions, Title 14 of the District of Columbia Municipal Regulations, Chapters 1-15. Submission of an application relevant to these services presumes that the applicant intends to meet all requirements to provide counseling to tenants and tenant groups pursuant to these above referenced citations.

3.3 Geographic Distribution of Services

The Department's decision to select one or more grantees to provide services will be influenced by the potential geographical distribution of service among the qualified applications received. Applicants can designate their proposed service areas in the District based on their by-laws, Board policies, etc. However, the Department reserves the right to designate any service areas it deems appropriate or necessary in making awards and negotiating grant terms. In reviewing the applicant pool, the Department's priority will be to ensure that excellent affordable housing counseling and training services are provided to all low- and moderate-income citizens of the District of Columbia. The Department will seek to bring parity in the quality of all housing services provided for all areas of the District through the award and ongoing management of these grants.

3.4 Marketing and Outreach

Marketing Plan to be submitted: Marketing and outreach are critical aspects of the grant's work. Grantees' efforts ensure these programs and services' success and desired impact. No Grantee or service is exempt from this requirement. Applicants must submit a detailed marketing and outreach plan for the services they are applying for. The plan should be detailed and not assume an understanding that has not been stated. Marketing should be included in the proposed budget and work plan.

DHCD will review and approve the marketing plan. In accordance with agency policy, marketing activities should highlight partnerships with and funding by DHCD.

Aspects of Marketing and Outreach to be considered:

- Continuous and consistent marketing and outreach are essential to achieving these services' objectives and maximizing public awareness of DHCD housing programs.
- Because of DHCD's diverse target population, grantees must utilize various marketing tools.
- Grantees are responsible for distributing DHCD program materials at community forums, public events, homeownership meetings, and fairs. Marketing and outreach may include but are not limited to, websites, email blasts, blogs, listservs, Twitter, Facebook, YouTube, Hope Hotline, flyers, door-to-door visits, community meetings, use of cable television (Channel 16), and public service announcements.

Coordinated with the Department: The grantee's marketing and outreach must be coordinated with DHCD. Grantees are expected to continually assess the success and impact of their marketing efforts to identify the most effective and efficient ways of reaching low– and moderate-income populations.

Participation in Department Marketing Activities: As required by DHCD, Grantees must participate in public activities and events related to housing opportunities. These may include but are not limited to tabling at events, participating in panel discussions, and providing speakers to groups, agencies, or organizations that request them.

DHCD Acknowledgement: Grantees must always acknowledge such housing assistance activities as Department of Housing and Community Development programs in any distributed print or electronic materials. DHCD must approve all such materials before distribution.

Use of DHCD Logo: All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or entirely, by the Department.

1. The written or printed materials must include the authorized DHCD logo.
2. Written or printed materials include, but are not limited to, newspaper, radio, and television announcements or advertisements. Websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.

4. The grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to the Grantee.
5. The grantee must provide copies of all marketing materials, brochures, flyers, and other materials that publicize grant-funded activities to the Grantor via email at dhcd.occo@dc.gov
6. The grantee shall publicize as appropriate to its constituency through social media, print, and online postings, DHCD communications, and events related to Grant-supported activities.

Diversity and Language Access in Marketing: Grantees must demonstrate the capability to effectively serve and communicate with the District's various non-English speaking and special needs populations. This means that marketing and outreach materials must be made available in multiple languages and media based on the needs of those populations. The grantee must demonstrate its intent and capability to comply with the District's Language Access Law. In addition, grantees must demonstrate the availability of appropriate staffing to ensure compliance with the District's Language Access Law.

3.5 Focus Areas and Neighborhood Revitalization Strategy Areas (NRSA)

DHCD has identified specific areas of the District as "Focus Areas." These Areas represent areas where the District has invested in funding to create and preserve affordable housing. Focus Areas follow main routes through the District and their associated neighborhoods. In many cases, business owners are centered on these major routes, while resident services will be seen as more appropriate for those in the communities. Applicants must ensure services are delivered to low- and moderate-income households or areas as part of their program (Housing Services, Small Business Technical Assistance, Façade Improvement). This is a CDBG requirement.

- For Housing Counseling applicants, these Focus Areas should be used to plan outreach activities to inform residents of their services.
- For SBTA and Façade grantees, the Focus Areas define the geographical areas of the District in which they will provide services. In this latter case, the Focus Areas define not only their outreach area but also their service area.

NRSAs Targeting East of the River

The Department obtained the HUD designation for the Neighborhood Revitalization Strategy Area (NRSA) for the Focus Areas in Wards 7 and 8. DHCD has designated areas of Historic Anacostia in the city's Southeast and Far Northeast communities as Neighborhood Revitalization Strategy Areas (NRSAs). This designation will allow the city to target Community Development Block Grant (CDBG) funding that supports economic and community revitalization efforts. These include Martin Luther King Jr Avenue, Marion Barry Avenue, Minnesota Avenue, and Benning Road. However, all areas of Ward 7 and Ward 8 remain the focus of the grantee's work and outreach.

For communities outside of the NRSA areas, DHCD has designated Focus Areas throughout the District. Applicants are encouraged to partner with other community-based organizations. This collaboration can include cross-disciplinary collaboration. For example, a Façade grantee may partner with an SBTA grantee to provide business owners various services encompassing both disciplines. Housing service grantees may partner to promote or provide services one grantee offers, but another may not. The key to collaboration is an outlook of being partners, not competitors.

The following is a list of the Focus Areas and some of their associated neighborhoods. The outreach plans can include other nearby neighborhoods, mindful of the low-income requirements. Each applicant is asked to select one or more Focus Areas for their application. Please note that this is a minimum, and applicants may choose more than three. Applicants will be asked to provide reporting on outreach activities.

The following is a list of the Focus Areas outreach plans, mindful of the low and income requirements.

Focus Areas/Neighborhoods

- **16th St NW Corridor** near the intersection with Havard St NW (Columbia Heights) in Ward 1
- **Georgia Ave and New Hampshire Ave NW Corridor** (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- **Rhode Island Ave and South Dakota Ave NE Corridor** (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 4 and Ward 5
- **M Street and South Capitol Streets SW Corridor** (Greenleaf and Waterfront) in Ward 6
- **Benning Road and Florida Ave NE Corridor** (NoMa/Ivy City/Trinidad) in Ward 5 and Ward 6
- **Minnesota Ave and Benning Rd NE Corridor** (Benning, Greenway) in Ward 7
- **Pennsylvania Ave and Minnesota Aves SE Corridor** (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- **East Capitol and Benning Rd Corridor** (Capitol View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- **Marion Barry Ave and Martin Luther King Aves SE Corridor** (Historic Anacostia, Fairlawn, Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- **Marion Barry Ave and Alabama Aves Corridor** (Skyland, Woodland, Garfield Heights) in Ward 8
- **Martin Luther King Ave and Alabama Ave Corridor** (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- **South Capital St and Chesapeake St SE Corridor** (Bellevue, Washington Highlands) in Ward 8

FY25 Housing Counseling Services Workplan

Organization Name:
Grant Number:

Performance Period: 2/1/2025 to 01/31/2025

HA Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	HUDA Ward 7 & 8 MI Services	Total
A1	HUD Housing Counseling	10	Number of First Time Homebuyers Purchasing Homes	Public Service or NRSA	$48,000.00	$140,784.44	$0.00	$188,784.44
A1		500	Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		700	Number of 1:1 Counseling Sessions (Budget & Credit)					
A1		300	Number of unduplicated households					
A1		400	Number of 1:1 Homebuyer Counseling Sessions					
A1		200	Number of unduplicated households					
A2	8-Hour Homebuyer Class	8	Number of 8-hour Homebuyer Educations Classes	Public Service or NRSA	$45,000.00	$0.00	$0.00	$45,000.00
A2		250	Number of Attendees of 8-hour Homebuyer Classes					
A2		250	Number of DHCD Certificates issued					
A3	HPAP (EAHP/HELAHP) (NPS ONLY)	60	Number of HPAP Pre Purchase Orientations conducted	Non-Public Service or NRSA	$56,000.00	$115,000.00	$0.00	$171,000.00
A3		500	Number of Attendees at HPAP Orientations					
A3		50	Number of Files submitted to HPAP Administrators					
A3		150	Number of 1:1 HPAP Counseling Sessions					
A3		50	Number of unduplicated households					
A4	IZ/ADU Orientations	40	Number of IZ Orientations Conducted	Public Service or NRSA	$60,810.56	$0.00	$0.00	$60,810.56
A4		800	Number of Attendees at IZ Orientations					
A4		800	Number of DHCD Certificates issued					
A5	IZ/ADU Income Certifications	600	Number of IZ/ADU Income Certifications completed	Public Service or NRSA	$415,000.00	$0.00	$0.00	$415,000.00
A6	PADD	6	Number of PADD group training/coaching	Public Service or NRSA	$29,000.00	$0.00	$0.00	$29,000.00
A6		85	Number of Attendees at PADD group training					
A6		0	Number of 1:1 PADD sessions (if applicable)					
A6		5	Number of unduplicated households receiving 1:1 PADD sessions					
A6		5	Number of PADD Income Certifications					
A7	General Housing Services & Information (Group Training)	8	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)	Public Service or NRSA	$24,000.00	$0.00	$65,000.00	$89,000.00
A7		70	Number of Attendees at Financial Literacy Trainings					
A7		0	Number of Homebuyer Clubs Meetings					
A7		0	Total of Attendees at Homebuyer Club Meetings					
A7		0	Number of group trainings or workshops not reported in other categories					
A7		0	Number of Attendees at group trainings or workshops not reported in other categories					
B10	Eviction Counseling	15	Number of Eviction workshops	Public Service or NRSA	$46,000.00	$59,405.00	$70,000.00	$175,405.00
B10		200	Number of Attendees at Eviction workshops					
B10		270	1:1 Eviction Counseling					
B10		90	Unduplicated households 1:1 Eviction Counseling					
B10		40	Number referred to Attorney(s) for Legal Services					
B10		0	Number of 1:1 Attorney Consultations (Law Firm Subrecipients Only)					
B10		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecipients Only)					
B10		50	Number Evictions Prevented					
B11	SFRR	8	Number of SFRAP Orientations conducted (required)	Public Service or NRSA	$25,000.00		$15,000.00	$40,000.00
B11		12	Number of 1:1 Intake sessions					
B11		12	Number of unduplicated households					
B11		6	Number of complete applications submitted in SFRAP Portal					
B12	Legal Services for Seniors, Coops and Condos (Law Firm Subrecipients Only)	0	Senior households receiving legal services	Public Service or NRSA				$0.00
B12		0	Coop Associations receiving legal services					
B12		0	Condo Associations receiving legal services					
B12		0	Number of Pro Bono Legal Services Recruited and Retained					
B12		0	Number of Trainings for Law Firms (Trainings)					
B12		0	Number of Attendees at Trainings for Law Firms (Attendees)					
B12		0	Number of new partnerships initiated					
B12		0	Total Number of Trainings to and work with Pro Bono Provided					
B12		0	Number of outreach presentations conducted					
B12		0	Number of outreach activities conducted					
B12		0	Number of Senior Households that received Legal Counsel or Consultation					
B12		0	Number of Senior Households that received Legal Representation					
B12		0	# of clients helped with Schedule H					
B12		0	# of clients helped with life planning docs					
B12		0	# pro bono attorneys engaged in housing-related matters					
B12		0	# veterans receiving legal counsel/advice					
B13	Technical Assistance for Co-Ops and Condo Associations	10	Number of Co-Op Associations receiving Technical Assistance					
B13	Coops	6	Number of Action Plans written for Co-Op Associations					
B13	Coops	0	Number of Successful Outcomes for Co-Op Associations					

B13	Coops	8	Number of Asset Management Improvement Services Provided for Co-Op	Public Service or NRSA	$25,000.00		$45,000.00	$70,000.00
B13	Coops	0	Number of Asset Management Tactical Support Services Provided to Co-Op					
B13	Coops	10	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Legal Assistant Services provided to Distressed Co-Op Associations					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	10	Number of Organization Sustainability Tactical Support Services Provided to Co-Ops					
B13	Coops	5	Number of Ownership Education Sessions provided to different ownership models including shared equity					
B13	Coops	0	Number of Relocation Plans completed and accepted for Co-Ops					
B13	Coops	6	Numbers of Trainings on Board Operations Governance & Management to Co-ops					
B13	Coops	20	Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management					
B13	Coops	0	Number of written Asset Management & Sustainability Plans for Co-Ops					
B13	Condos	10	Number of Condo Associations receiving Technical Assistance					
B13	Condos	6	Number of Action Plans written for Condo Associations					
B13	Condos	10	Number of Successful Outcomes for Condo Associations					
B13	Condos	6	Number of Asset Management Improvement Services Provided for Condo					
B13	Condos	0	Number of Annual Survey of Clients (prospective) to gauge success and appropriate methodologies completed for Condo					
B13	Condos	10	Number of Asset Management Tactical Support Services Provided to Condo					
B13	Condos	0	Number of Legal Assistant Services provided to Distressed Condo Associations					
B13	Condos	0	Number of Consultative Services Provided to Condo Associations and Clients					
B13	Condos	10	Number of Organization Sustainability Tactical Support Services Provided to Condo Associations					
B13	Condos	5	Number of Relocation Plans completed and accepted for Condo Associations					
B13	Condos	0	Numbers of Trainings on Board Operations Governance & Management to condo associations					
B13	Condos	10	Number of written Asset Management & Sustainability Plans for Condo Associations					
B13	Coops and Condos	6	Number of Annual Survey of Clients (prospective) to gauge success and appropriate methodologies completed					
B13	Coops and Condos	0	Number of Agreements (Coops and Condos) retained to private/ nonprofit Law Firm					
B13	Coops and Condos	0	Numbers of Trainings on Development including Relocation and Construction Management					
B14	Technical Assistance for Small Apartment Owners (25 units and less)	0	Number of Inquiries Received	Public Service or NRSA				$0.00
B14		0	Number of Owners/Managers receiving Services					
B14		0	Number of Action Plans Written					
B14		0	Number of Action Plans Implemented/Completed					
B14		0	Number of Owners/Managers needing Asset Management Guidance					
B8	General Home Management (Post Purchase Non-Delinquent)	0	Number of Homeownership Preservation Workshops	Public Service or NRSA	$22,000.00		$28,000.00	$50,000.00
B8		0	Number of Attendees at Homeownership Preservation Workshops					
B8		0	Number of Post-Purchase Workshops (not including Homeownership Preservation)					
B8		0	Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation					
B8		40	Number of 1:1 Post-Purchase Counseling Sessions					
B8		10	Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions					
B9	Foreclosure Counseling	4	Number of Foreclosure Workshops	Public Service or NRSA	$12,000.00			$12,000.00
B9		6	Number of Attendees at Foreclosure Workshops					
B9		1700	Number of 1:1 Foreclosure Counseling Sessions					
B9		400	Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions					
B9		0	Number of 1:1 Attorney Consultations (Law Firm Subrecipients Only)					
B9		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecipients Only)					
B9		50	Number referred to Attorney(s) for Legal Services					
B9		300	Number of Foreclosures Prevented					
C15	TOPA Pre-Purchase Counseling & Training	160	Number of TOPA Meetings with Tenant Association	Public Service or NRSA	$105,000.00		$267,000.00	$372,000.00
C15		1700	Number of Attendees at TOPA Meetings					
C15		40	Number of TOPA Training Workshops to Tenants					
C15		200	Number of Attendees at TOPA Training Workshops					
C16	TOPA Post-Purchase Counseling & Training	25	Number of TOPA Post Purchase Training Workshops	Public Service or NRSA	$30,000.00		$65,000.00	$95,000.00
C16		300	Number of Attendees at TOPA Post Purchase Workshops					
C16		250	Number of unduplicated households					
C16		0	Number of one on one counseling sessions					
C16		0	Number of group training/coaching					
C17	Tenant Counseling for HPA - Rental Accomodation Division	0	Number of unduplicated households	Public Service or NRSA	$50,000.00		$80,000.00	$130,000.00
C17		0	Number of one on one counseling sessions					
C17		50	Number of group training/coaching					
C17		400	Number of Attendees at group training/coaching					
Marketing	MARKETING AND OUTREACH	12	Housing Fairs	Public Service or NRSA	$20,000.00		$35,000.00	$54,000.00
Marketing		10	Other Tabling Events					
Marketing		10000	Flyers Distributed					
Marketing		700	Social Media Posts (Facebook, LinkedIn, Instagram)					
Marketing		250000	Mailings					
Marketing		0	Paid Advertising (display ads in print)					
Marketing		1	Other					

Marketing			Other					
	TOTALS	272543			$1,624,516.55	$213,189.44	$679,608.60	$2,015,890.59

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit B Budget

- Schedules A (3-1) and A (3-2) for the First Performance Period

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	3/1/2025 - 9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	COMMUNITY BASED
WARD (if applicable):	
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$ 1,683,989.00	$ -	$ 1,683,989.00
Consultants	$ 10,000.00	$ -	$ 10,000.00
Space	$ 117,880.00	$ -	$ 117,880.00
Utilities	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Consumables	$ -	$ -	$ -
Marketing & Outreach	$ -	$ -	$ -
Training	$ 1,500.00	$ -	$ 1,500.00
IT Services & Support	$ -	$ -	$ -
Travel	$ 1,500.00	$ -	$ 1,500.00
Equipment	$ -	$ -	$ -
	$ -	$ -	$ -
Total Direct Cost	$ 1,814,869.00	$ -	$ 1,814,869.00
Total Indirect Costs (De Minimis Cost Rate 10%)	$ 195,131.00	$ -	$ 195,131.00
Total Costs	$ 2,010,000.00	$ -	$ 2,010,000.00

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM
Budget Form A (3-2): Personnel Information

Rev. 08/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	3/1/2025 - 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
Personnel Subtotals		$ 3,384,000.00				$ 1,403,324.00

Fringe Benefits (Max 20%)	$ 280,665.00
Total NBAP Grant Personnel Costs	$ 1,683,989.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	3/1/2025 - 9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	PUBLIC SERVICES
WARD (if applicable):	
c	Housing Counseling

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$ 853,254.00	$ -	$ 853,254.00
Consultants	$ 10,000.00	$ -	$ 10,000.00
Space	$ 59,728.00	$ -	$ 59,728.00
Utilities	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Consumables	$ -	$ -	$ -
Marketing & Outreach	$ -	$ -	$ -
Training	$ 1,500.00	$ -	$ 1,500.00
IT Services & Support	$ -	$ -	$ -
Travel	$ 1,500.00	$ -	$ 1,500.00
Equipment	$ -	$ -	$ -
	$ -	$ -	$ -
Total Direct Cost	$ 925,982.00	$ -	$ 925,982.00
Total Indirect Costs (De Minimis Cost Rate 10%)	$ 98,828.56	$ -	$ 98,828.56
Total Costs	$ 1,024,810.56	$ -	$ 1,024,810.56

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	3/1/2025 - 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
Personnel Subtotals		$ 3,384,000.00				$ 711,045.00

Fringe Benefits (Max 20%)	$ 142,209.00
Total NBAP Grant Personnel Costs	$ 853,254.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	3/1/2025 - 9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (If applicable):	NON PUBLIC SERVICES
WARD (if applicable):	
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$ 266,011.00	$ -	$ 266,011.00
Consultants	$ -	$ -	$ -
Space	$ 18,621.00	$ -	$ 18,621.00
Utilities	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Consumables	$ -	$ -	$ -
Marketing & Outreach	$ -	$ -	$ -
Training	$ -	$ -	$ -
IT Services & Support	$ -	$ -	$ -
Travel	$ -	$ -	$ -
Equipment	$ -	$ -	$ -
	$ -	$ -	$ -
Total Direct Cost	$ 284,632.00	$ -	$ 284,632.00
Total Indirect Costs (De Minimis Cost Rate 10%)	$ 30,557.00	$ -	$ 30,557.00
Total Costs	$ 315,189.00	$ -	$ 315,189.00

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/16/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	3/1/2025 - 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
Personnel Subtotals		$ 3,384,000.00				$ 221,676.00

Fringe Benefits (Max 20%)	$ 44,335.00
Total NBAP Grant Personnel Costs	$ 266,011.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	3/1/2025 - 9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	NRSA WARD 7-8
WARD (if applicable):	7, 8
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$ 564,724.00	$ -	$ 564,724.00
Consultants	$ -	$ -	$ -
Space	$ 39,531.00	$ -	$ 39,531.00
Utilities	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Consumables	$ -	$ -	$ -
Marketing & Outreach	$ -	$ -	$ -
Training	$ -	$ -	$ -
IT Services & Support	$ -	$ -	$ -
Travel	$ -	$ -	$ -
Equipment	$ -	$ -	$ -
	$ -	$ -	$ -
Total Direct Cost	$ 604,255.00	$ -	$ 604,255.00
Total Indirect Costs (De Minimis Cost Rate 10%)	$ 65,745.44	$ -	$ 65,745.44
Total Costs	$ 670,000.44	$ -	$ 670,000.44

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM
Budget Form A (3-2): Personnel Information

Rev. 08/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	3/1/2025 - 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
Personnel Subtotals		$3,459,000.00				$470,603.00

Fringe Benefits (Max 20%)	$94,121.00
Total NBAP Grant Personnel Costs	$564,724.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

Exhibit C Required Reporting

- Monthly Performance Report
- Monthly Report of Group Trainings
- Monthly Report on Outreach and Marketing Activities
- Monthly Reporting of Special Activities
- Monthly Reporting of changes in personnel relative to grant work and payroll
- Quarterly Beneficiary Data
- Quarterly Language Access Report
- Quarterly Data Report

DC Department of Housing and Community Development

Deadline 00/00/0000

FY25 RFA: Housing Services

SHOW PROGRAM OVERVIEW SHOW PROGRAM REQUIREMENTS

SHOW SECTION 3.2 - HOUSING SERVICES: DESCRIPTION OF HOUSING PROGRAMS AND SERVICES SHOW LIBRARY

HIDE ZOOMGRANTS HELP SHOW ATTACHMENTS 1

ZoomGrants Help [hide this]

Creating a New Application to Submit
The 'Saving' screen is still flashing...now what?
Missed Deadline FAQs
Invite Collaborators to Work on Application

Applicant View

Application Status: Not Submitted

Basic Information Part I and II Application Narrative Questions Budget Organizational and Financial Capacity

Required Attachments Activity Log

Report **OVERDUE** Report Totals

Ask a Report Question

(answers are saved automatically when you move to another field)

Instructions Show/Hide

As in the past, Performance Reporting is divided into three sections:

- **Workplan Metrics** (numbers only),
- **Accomplishment Narrative** (Text Boxes), and
- **Various uploads** (spreadsheets usually).

This data is extremely important. Reports can affect performance goals and funding. Your reports are used to report to the City Administrator, the Mayor (including DMPED) and to the District Council and its Committee on Housing. Where uploads are required, **use excel files or Word files.** This will allow your information to be uploaded into the database and reported to District leaders.

For **Workplan Metrics,** use only numbers or leave it blank. **Letters such as N/A are to be avoided.** This will make your report impossible to be uploaded in the DHCD database and will require your corrections. Only numbers zero (0) and above can be used. If a metric is left blank, it will be treated as a zero.

In the **Accomplishment Narrative,** text boxes are provided to provide statements of activities or the information requested. In the first Report, please answer Question 22 (Points of Contact) with all points of contact for the areas mentioned. Thereafter in subsequent months, if there are no changes, it is okay to say, "No Changes". The same is true for Question 21 (staffing). Please answer Question 23 (Success Stories), Question 24 (Good News), Question 25 (Other DC agencies and initiatives). Question 26 is important. Remember the RFA asked applicants to align outreach to the Focus Areas mentioned on pages 33 and 34 of the RFA. Mentioning specific Focus Areas in the narrative for Q26 is helpful.

The **Document Upload** section is where excel spreadsheets (usually, sometimes Word Documents) are uploaded. **PDFs cannot be uploaded into database.** [The District of Columbia is fortunate to have many DC Based Programs such as HPAP, IZ/ADU, PADD, SFRRP, TOPA, HRA/RAD related activities, as well as direct services to tenants and tenant groups, and services to Condo/Coop Associations. DHCD staff need monthly reporting in order to better do their work and respond to the needs of DC citizens. These reports are shared directly with the appropriate program manager.]

There three areas of your activities will be reported on a monthly basis to help us meet our HUD and DC Government requirements and the needs of DC residents.

Reporting for Fiscal Year 2025 will begin with Report # 1. The end of Government's fiscal year (9/30/2025) will conclude with Report # 10 and the close-out of FY25 Purchase Orders. The complete schedule is below for the monthly report.

Other Reporting: Beneficiary Data and Language Access

Other reports are also required. These include **Beneficiary Report** and **Language Access Report.** These two reports are required on a quarterly basis. These reports will not be answered within ZoomGrants. The Office of Program Monitoring will provide the spreadsheets to use for these quarterly reports. Please see your Grant Agreement for additional information about the monthly and quarterly reports. Please note, the Beneficiary Report corresponds to the sources and uses of your Grant Agreement. A separate Beneficiary Report is needed for each type of funding awarded: Public Service (PS), Non-Public Service (NPS) and NRSA Wards 7 & 8 PS and NPS.

These quarterly reports will be due:

Oct/Nov/Dec 2/24/2025

Jan/Feb/March 4/10/2025

April/May/June 7/10/2025

July/August/Sept 10/10/2025

Please note we cannot extend these deadlines since they are HUD's deadlines and not in our control. Please submit your report on schedule.

Please remember HUD views reporting and reimbursement requests as inseparable and therefore to be coordinated at the same time. Please avoid not filing on the deadline.

Monthly Reporting on Performance and Accomplishments

Report Number Period Covers Due Date

Report Number	Period Covers	Due Date	Notes
Report 1	FY25 Q1 (Oct/Nov/Dec)	03/03/2025	
Report 2	January	03/03/2025	
Report 3	February	03/10/2025	
Report 4	March	04/10/2025	
Report 5	April	05/10/2025	
Report 6	May	06/10/2025	
Report 7	June	07/10/2025	
Report 8	July	08/10/2025	
Report 9	August	09/10/2025	
Report 10	September	10/10/2025	

In ZoomGrants reporting, there are data questions. Please enter only a whole number. If a particular question doesn't apply to your statement of work and workplan, please enter zero. The narrative questions also require a response. If there is nothing to report in the narrative, please enter a statement such as "No changes" or "Not applicable".

Report 1: **3/3/2025** Report 2: **3/3/2025** Report 3: 3/10/2025 Report 4: 4/10/2025 Report 5: 5/10/2025

Report 6: 6/10/2025 Report 7: 7/10/2025 Report 8: 8/10/2025 Report 9: 9/10/2025 Report 10: 10/10/2025

Report 1: 3/3/2025

This report is OVERDUE. Submit Report 1

Agency

This is a branching question. The system will remove questions that do not apply to you based on your answer to Question #1.

Please disregard the number sequencing.

1. Identify Your Agency Name

This is a branching question. Only the questions that apply to your agency will appear.

- ○ CARECEN-Central American Resource Center
- ○ Centro de Apoyo Familar

- ○ Greater Washington Urban League, Inc.
- ○ Housing Counseling Services
- ○ Latino Economic Development Corporation of Washington DC
- ○ Legal Counsel for the Elderly
- ○ Lydia's House in Southeast, Inc.
- ○ Manna, Inc.
- ○ Marshall Heights Community Development Organization, Inc.
- ○ Mi Casa
- ○ Neighborhood Legal Services Program of the District of Columbia
- ○ University Legal Services

Workplan Accomplishment Metrics

2. A1: HUD Housing Counseling

Ignore the auto-total number.

Number of First Time Homebuyers Purchasing Homes

Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)

Number of 1:1 Counseling Sessions (Budget & Credit)

Number of unduplicated households

Number of 1:1 Homebuyer Counseling Sessions

Number of unduplicated households

3. A2: 8-Hour Homebuyer Class

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of 8-hour Homebuyer Educations Classes

Number of Attendees of 8-hour Homebuyer Classes

Number of DHCD Certificates issued

4. A3: HPAP (EAHP/NEAHP)

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of HPAP Pre Purchase Orientations conducted

Number of Attendees at HPAP Orientations

Number of Files submitted to HPAP Administrators

Number of 1:1 HPAP Counseling Sessions

Number of unduplicated households

5. A4: IZ/ADU Orientations

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of IZ Orientations Conducted

Number of Attendees at IZ Orientations

Number of DHCD Certificates issued

6. A5: IZ/ADU Income Certifications

Ignore the auto-total number.

Number of IZ/ADU Income Cetifications completed

7. A6: PADD

Ignore the auto-total number.

Number of PADD group training/coaching

Number of Attendees at PADD group training

Number of 1:1 PADD sessions (if applicable)

Number of unduplicated households receiving 1:1 PADD sessions

Number of PADD Income Certifications

8. A7: General Housing Services & Information (Group Training)

Ignore the auto-total number.

Number of Financial Literacy Trainings (including but not limited to credit & budgeting)

Number of Attendees at Financial Literacy Trainings

Number of Homebuyer Clubs Meetings

Total of Attendees at Homebuer Club Meetings

Number of group trainings or workshops not reported in other categories

Number of Attendes at group trainings or workshops not reported in other categories

9. B8: General Home Management (Post Purchase Non-Delinquent)
Ignore the auto-total number.

Number of Homeownership Preservation Workshops

Number of Attendees at Homeownership Preservation Workshops

Number of Post-Purchase Workshops (not including Homeownership Preservation)

Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)

Number of 1:1 Post-Purchase Counseling Sessions

Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions

10. B9: Foreclosure Counseling
Ignore the auto-total number.

Number of Foreclosure Workshops

Number of Attendees at Foreclsoure Workshops

Number of 1:1 Foreclosure Counseling Sessions

Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number of Foreclsoures Prevented

11. B10: Eviction Counseling

Ignore the auto-total number.

Number of Eviction workshops

Number of Attendees at Eviction workshops

1:1 Eviction Counseling

Unduplclated households 1:1 Eviction Counseling

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number Evictions Prevented

12. B11: SFRR

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of SFRRP Orientations conducted (required)

Number of 1:1 Intake sessions

Number of unduplicated households

Number of complete applications submitted in SFRRP Portal

13. B12: Legal Services for Seniors, Coops and Condos

Ignore the auto-total number.

Senior households receiving legal services

Coop Associations receiving legal services

Condo Associations receiving legal services

Number of Training for Law Firms

Number of Attendees at law firm training

Number of outreach activities

Number of new partnerships initiated

Number of clients helped with Schedule H

Number of clients helped with life planning docs

Number pro bono attorneys engaged in housing-related matters

Number veterans receiving legal counsel/advice

14. B13: Technical Assistance for Coop
Ignore the auto-total number.

Number of Co-Op Associations receiving Technical Assistance

Number of Action Plans written for Co-Op Associations

Number of Successful Outcomes for Co-Op Associations

Number of Asset Management Improvement Services Provided for Co-Op

Number of Asset Management Tactical Support Services Provided to Co-Op

Number of Consultative Services Provided to Co-Op Associations and Clients

Number of Legal Assistant Services provided to Distressed Co-Op Associations

Number of Organization Sustainability Tactical Support Services Provided to Co-Ops

Number of Ownership Educations Sessions provided to different ownership models including shared equity

Number of Relocation Plans completed and accepted for Co-Ops

Numbers of Trainings on Board Operations Governance & Management to Co-ops

Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management

Number of written Asset Management & Sustainability Plans for Co-Ops

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Co-Op Associations

Number of Associations (Coops) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Co-Op Associations

16. B13: Technical Assistance for Condo Associations

Ignore the auto-total number.

Number of Condo Associations receiving Technical Assistance

Number of Action Plans written for Condo Associations

Number of Successful Outcomes for Condo Associations

Number of Asset Management Improvement Services Provided for Condo

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo

Number of Asset Management Tactical Support Services Provided to Condo

Number of Legal Assistant Services provided to Distressed Condo Associations

Number of Consultative Services Provided to Condo Associations and Clients

Number of Organization Sustainability Tactical Support Services Provided to Condo Associations

Number of Relocation Plans completed and accepted for Condo Associations

Numbers of Trainings on Board Operations Governance & Management to condo associations

Number of written Asset Management & Sustainability Plans for Condo Associations

Number of Associations (Condos) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Condo Associations

16. B14: Technical Assistance for Small Apartment Owners (25 units and less)
Ignore the auto-total number.

Number of Inquiries Received

Number of Owners/Managers receiving Services

Number of Action Plans Written

Number of Action Plans Implemented/Completed

Number of Owners/Managers needing Asset Management Guidance

17. C15: TOPA Pre-Purchase Counseling & Training
Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Meetings with Tenant Association

Number of Attendees at TOPA Meetings

Number of TOPA Training Workshops to Tenants

Number of Attendees at TOPA Training Workshops

18. C16: TOPA Post-Purchase Counseling & Training
Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Post Purchase Training Workshops

Number of Attendees at TOPA Post Purchase Workshops

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

19. C17: Tenant Counseling for HRA - Rental Accommodation Division

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

Number of Attendees at group training/coaching

20. Marketing & Outreach

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Housing Fairs

Other Tabling Events

Flyers Distributed

Social Media Posts (Facebook, LinkedIn, Instagram)

Mailings

Paid Advertising (display ads in print)

Other

Accomplishment Narrative

21. Staffing Information: Any changes (terminations or new hires) in staff members who are on the grant? Or in the Executive Leadership or Management Team? Number of HUD Certified Counselors (expressed as FTEs) on staff at the

end of this reporting period?

Maximum characters: 1000. You have 1000 characters left.

22. Who are the current Points of Contact and email for the following: 1) Executive Leader (NOTE: Executive leader is copied on all communication): 2) Grant/Fund Development: 3) Grant/Accounting: 4) Program Managers/Directors/Supervisors:

Maximum characters: 1000 You have 1000 characters left

23. Please provide us with client success story/stories for this quarter by program. You may provide a link to an article that has been written for other purposes (newsletter, website, or newspaper article).
Redact (use a pseudonym) for any client name or other personal identifying information if you have not received a release.

Maximum characters 3000. You have 3000 characters left.

24. Any good news to share? Any events and activities coming up? (e.g. obtained other grant funds to leverage DHCD grant, Open Houses, Presentations, Community Events, etc.)
Upload a calendar of upcoming program events (in-person or webinars).

Maximum characters: 3000. You have 3000 characters left.

25. Describe your organization's involvement in other projects or initiatives with other District agencies.

Maximum characters: 3000. You have 3000 characters left.

26. Describe your marketing and outreach during this period. What groups or areas did you market to, numbers, and in what way did you contact them (mail, event, email, personal, media, etc.)?

Maximum characters: 3000. You have 3000 characters left.

27. Describe any specific obstacles (if any) to your organization's program or service delivery during this period?

Maximum characters: 3000. You have 3000 characters left.

Documents Requested *	Required?	Uploaded Documents *	
ALL: Procurement Report, as applicable Download template: Procurement Report			Upload
ALL: Language Access for Outreach and Group Sessions Download template: Language Access for Outreach and Group Sessions	Required		Upload
ALL: Calendar of Next Quarter (3 months) of Orientations, Trainings, Workshops & 8-Hour Classes	Required		Upload
A-2 HBE 8-Hour Class Attendance Certificates Download template: A-2 HBE 8-Hour Class Attendance Certificates			Upload
A-3 Homebuyer Assistance Program Intake Download template: A-3 Homebuyer Assistance Program Intake			Upload
A-4 IZ Orientation Attendance Certificates Download template: A-4 IZ Orientation Attendance Certificates			Upload
B-11 SFRRP Intake Download template: B-11 SFRRP Intake			Upload
C-15 and C-16 TOPA Reporting Download template: C-15 and C-16 TOPA Reporting			Upload
C-17 Training for Tenants and Tenant Organizations Download template: C-17 Training for Tenants and Tenant Organizations			Upload

* *ZoomGrants™ is not responsible for the content of uploaded documents.*

CDBG PUBLIC SERVICE* HOUSING COUNSELING (HC) PROGRAM

HEAD OF HOUSEHOLD DEMOGRAPHICS

IDIS Number	
Community Based Organization (CBO)	
National Objective/Matrix Code	
Project Address	
Proposed HOUSEHOLDS TO Serve	
Total HOUSEHOLDS Served	
Difference Used for CAPER Analysis	

Tip #1	Avoid Duplicative Reporting
Tip #2	Complete each cell; even if N/A (Not Applicable)
Tip #3	Do not combine Carryed-Out Cells
Tip #4	Based on HEAD of HOUSE HOLD
Tip # 5	Internet Quarterly
Tip #6	Public Services - HC (but cannot show proof a home was purchased)
Tip # 7	DFH - Sally Ann Fiorito, DHCD Grant Management Officer, sally-ann.fiorito@dc.gov

HEAD OF HOUSEHOLD CHARACTERISTICS

Race/Ethnicity/Household Composition	Q 1 Number of Households Served	Number of Hispanic Hshl	Number of Hispanic Hshl WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHlds Outside Ward 7/8	SUBTOTAL HHlds Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NEPA	HD	Outside DHV	Owner	Tenant	Female Hshl	Elderly 62 + Hshl	Homeless Hshl	Formerly Homeless Hshl	Veteran Hshl	Disabled Hshl	Household Size	ALL PRIOR PERIOD: Total Head of Household	ALL PRIOR PERIOD: Total LMI Hhlds	ALL PRIOR PERIOD: Total Tenants and Owners
White	0	0			0																							
Black/African American	0	0			0																							
Asian	0	0			0																							
Native American/Alaskan Native					0																							
Native Hawaiian/Other Pacific Islander					0																							
Native American/Alaskan Native & White					0																							
American Indian/Alaskan Native & Black					0																							
Asian & White					0																							
Black/African American & White					0																							
Native American/Alaskan Native & Black/African American					0																							
Other Multi Racial					0																							
Did Not Report					0																							
TOTAL	0	0			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Income Data (In accordance with HUD Part 5)	Q 1 Number of Households Served	Number of Hispanic Hshl	Number of Hispanic Hshl WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHlds Outside Ward 7/8	SUBTOTAL HHlds Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NEPA	HD	Outside DHV	Owner	Tenant	Female Hshl	Elderly 62 + Hshl	Homeless Hshl	Formerly Homeless Hshl	Veteran Hshl	Disabled Hshl	Household Size	ALL PRIOR PERIOD: Total Head of Household	ALL PRIOR PERIOD: Total LMI Hhlds	ALL PRIOR PERIOD: Total Tenants and Owners
Extremely Low 0-30 %	0			0	0																							
Low 31% -50%	0			0	0																							
Moderate 51%-80%	0			0	0																							
Non-Low/Moderate 81% -110%	0			0	0																							
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Additional Data (Does not apply to Single Family Residential Rehabilitation Program)	Q 1 Number of Households Served	Number of Hispanic Hshl	Number of Hispanic Hshl WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHlds Outside Ward 7/8	SUBTOTAL HHlds Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NEPA	HD	Outside DHV	Owner	Tenant	Female Hshl	Elderly 62 + Hshl	Homeless Hshl	Formerly Homeless Hshl	Veteran Hshl	Disabled Hshl	Household Size	ALL PRIOR PERIOD: Total Head of Household	ALL PRIOR PERIOD: Total LMI Hhlds	ALL PRIOR PERIOD: Total Tenants and Owners
Employer or Continuing Access to Service or Benefit				0	0																							
Owner				0	0																							
Work Improved Access to Service or Benefit				0	0																							
Received a Service or Benefit But no Longer Eligible				0	0																							
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Language Access

The recent Executive Order of the President makes English the Official Language of the United States.

Grantees may translate forms, document, trainings into other languages as they deem appropriate for the benefit of clients.

Grantees may also make provision for clients to have access who are English Proficient/Non-English Proficient (LEP/NEP).

The Language Access line remains available to Grantees. OPM can provide the phone number.

Grantees are encouraged to report on a quarterly basis concerning language accommodation for clients.

Tracking includes:

- Language
- Use of interpreter, bi-lingual staff person or language access telephonic line
- Used on the group basis or individual and the number of each

Exhibit D Method to determine Client Eligibility for Services

Method to determine Client Eligibility for Services:
By Household

DHCD will provide the spreadsheet to use for this Quarterly Report

If a grantee has two or three sources/uses of grant funds, a separate report is needed for each.

Sources/Uses includes

1. Public Services (PS),
2. Non-Public Services (NPS) and
3. NRSA Wards 7 & 8 PS & NPS.

For each the Household report includes:

Section 1

Grantees will provide the following information concerning race/ethnicity which shall be recorded by

- Ward,
- Head of Household,
- Tenant/Owner

White
Black/African American
Asian
Native American/Alaskan Native
Native Hawaiian/Other Pacific Islander
Native American/Alaskan Native & White
American Indian/Alaskan Native & White
Asian & White
Black/African American & White
Native American/Alaskan Native & Black/African American
Other Multi Racial
Did Not Report
TOTAL

Section 2

Also, each household shall be counted by income category using the CDBG income categories and dollar amounts. (See chart in this exhibit.)

Section 3

Lastly, each household shall be counted by CDNG service category.

With New or Continuing Access to Service or Benefit
With Improved Access to Service or Benefit
Received a Service or Benefit that is No Longer Substandard

The Number of Households in each of the above calculations be the same. That is, if 100 households are reported in Section 1, there must be 100 in reported also in Sections 2 and 3.

This procedures is repeated for:

- Non-Public Service Activities
- NRSA Wards 7 & 8 Public Service and Non-Public Service

INCOME LIMITS WITH UNCAPPED LIMITS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
U.S. Department of Housing and Urban Development (HUD) FY 2023
Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	84,400	96,450	108,500	120,550	130,200	139,850	149,500	159,150

	Median Income	Family Four Low Income Limit
DC	$152,100	$95,300

This grant will consider eligibility based on Household Beneficiary Data

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit E Budget Modification Form

INCOME LIMITS WITH UNCAPPED LIMITS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
U.S. Department of Housing and Urban Development (HUD) FY 2023
Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	84,400	96,450	108,500	120,550	130,200	139,850	149,500	159,150

	Median Income	Family Four Low Income Limit
DC	$152,100	$95,300

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit F Drug Free Workplace Certification

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code. and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - lll, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. Debarment, Suspension, And Other Responsibility Matters (Direct Recipient)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

1. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F. for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020. Notice shall include the identification number(s) of each effected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and incising termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (1), (c), (d), (e), and (f).

B. The applicant may insert in the space provided below the sites) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Drug-Free Workplace (Grantees who are Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, subpart F, for grantees as defined at 28 CFR Part 67; Sections 67 615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020.

As the duly authorized representative of the applications,
I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address

Housing Counseling Services, Inc.
2410 17th Street, NW, Suite 100 (Adams Alley)
Washington, DC 20009

52-0958568

2. Application Number and/or Project Name — **3. Grantee IRS/Vendor Number**

FY 2025 Housing Counseling Services Program

4. Typed Name and Title of Authorized Representative

Marian Siegel, Executive Director

Marian Siegel

October 22nd, 2024

5. Signature — **6. Date**

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit G Service Area Eligibility

This grantee provides services to residents of all DC Wards and will focus on the neighborhoods in these corridors where DHCD has invested resources for housing development.

- 16th St NW Corridor near the intersection with Havard St NW (Columbia Heights) in Ward 1
- Georgia Ave and New Hampshire Ave NW Corridor (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- Rhode Island Ave and South Dakota Ave NE Corridor (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 5
- M and South Capitol Streets SW Corridor (Greenleaf/Waterfront) in Ward 6
- Benning Road and Florida Ave NE Corridor (NoMa/Ivy City/Trinidad) Ward 6
- Minnesota Ave and Benning Rd NE Corridor (Benning, Greenway) in Ward 7
- Pennsylvania Ave and Minnesota Aves SE Corridor (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- East Capitol and Benning Rd Corridor (Capital View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- Marion Barry Ave and Martin Luther King Aves SE Corridor (Historic Anacostia, Fairlawn Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- Marion Berry Ave and Alabama Aves Corridor (Skyland, Woodland, Garfield Heights) in Ward 8
- Martin Luther King Ave and Alabama Ave Corridor (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- South Capital St and Chesapeake Aves SE Corridor (Bellevue, Washington Highlands) in Ward 8

Exhibit H Insurance Requirements

DHCD-BILL WINSTON-GRANT FOR VARIOUS COMMUNITY-BASED ORGANIZATIONS HOUSING COUNSELING AND SERVICES AF07082024

INSURANCE

A. GENERAL REQUIREMENTS. The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this grant, the types of insurance specified below. The Grantee shall submit a Certificate of Insurance to the Grant Administrator (GA) giving evidence of the required coverage prior to commencing performance under this grant. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the GA.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Grantee and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this grant, with the understanding that any affirmative obligation imposed upon the insured Grantee or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its subcontractors, and not the additional insured. The additional insured status under the Grantee's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the GA in writing. All of the Grantee's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Grantee or its subcontractors, or anyone for whom the Grantee or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the GA with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the GA in writing), covering liability for all ongoing and completed operations of the Grantee and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an

Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or it's equivalent) to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the GA in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee in connection with work under this agreement, with a minimum combined single limit of $1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Grantee shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Defense costs shall be in addition to and not erode the limits of liability
e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or it's equivalent)

3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

   Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   The Workers Compensation and Employers Liability shall be further endorsed to:
   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the GA of commercial umbrella or excess liability insurance with minimum limits of $5,000,000 per occurrence and $5,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS
Any and all subcontractors engaged by Grantee for work under this agreement shall be required to have the same insured required of Grantee. Should the Grantee wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Grantee shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Grantee. In either instance, the Grantee must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

E. DURATION. The Grantee shall carry all required insurance until all grant work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this grant and two years for non-construction related grants.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the Grantee's liability under this grant.

G. CONTRACTOR'S PROPERTY. Grantee and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.

H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the grant price.

I. NOTIFICATION. The Grantee shall ensure that all policies provide that the GA shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Grantee no long complying with the above requirements. The Grantee shall provide the GA with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the GA with an updated Certificate of Insurance should its insurance coverages renew during the grant. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Grantee at least 30 days' notice of the change. Grantee must comply, at your expense, and deliver to the GA evidence of compliance before the change becomes effective.

J. CERTIFICATES OF INSURANCE. The Grantee must send to GA, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Grantee must also provide us with evidence of renewal before the expiration date of each insurance policy. Grantee is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . Certificates of insurance must reference the corresponding grant number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:
William Winston, Grant Administrator (DHCD)
1909 Martin Luther King Jr Av SE, Washington DC 20020
771-208-9628
Bill.winston@dc.gov

The GA may request and the Grantee shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Grantee expires prior to completion of the grant, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the GA prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the GA on an annual basis as the coverage is renewed (or replaced).

K. DISCLOSURE OF INFORMATION. The Grantee agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Grantee, its agents, employees, servants or subcontractors in the performance of this grant.

L. CARRIER RATINGS. All Grantee's and its subcontractors' insurance required in connection with this grant shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.

M. WARRANTIES. When applicable, the Grantee should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). GA should collect, review for accuracy, and maintain all warranties for goods and services.

Exhibit I **Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures**

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director	CG	3/24/25
2. Chris Earley, Deputy Director	CEE	3/21/25
3. Julia Wiley, General Counsel	JW	3/20/25
4. Bill Winston, Associate Director of Community Services	WLW	3/20/25
5. Clyde Edwards, Program Analyst	CDE	3/13/25
6.		

SUBJECT:

Director's Comments:

Action							
APPROVAL ☒	CIRCULATE ☐	CORRECTION ☐	FILE ☐	FYI ☐	INVITATION ☐	MEETING ☐	SIGNATURE ☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Lydia;s House- NBAP FY25 Housing Services $268,000.00 Grant # 2025-07

Originating Office

FROM: C. Edwards	TELEPHONE NUMBER:
DATE:3/13/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE:

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

REV 1.0 10/25/23

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

To: Colleen Green CG
Director

MAR 24 2025

Through: Chris Earley CEE
Deputy Director

Through: Julia H. Wiley JW
General Counsel, OGC

Through: Bill Winston WLW
Associate Director of
Community Services

From: Clyde D. Edwards CDE
Economic Development Program Specialist

Date: 3/20/2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Lydia's House in Southeast DC**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$ 268,000.00**
ATTACHMENTS:	**FY25 Grant Agreement #2025-07** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

DISTRICT OF COLUMBIA.

COMMUNITY SERVICES
HOUSING COUNSELING SERVICES

GRANT AGREEMENT

BY AND BETWEEN
THE DISTRICT OF COLUMBIA
AND

LYDIA'S HOUSE IN SOUTHEAST

This Grant Agreement ("Grant" or "Agreement"), is made effective as of March 24, 2025, ("Effective Date"), by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the D.C. Department of Housing and Community Development (hereinafter referred to as "Department," "DHCD" or "Grantor") and Lydia's House, Inc., a District of Columbia non-profit corporation Grantee [DUNS No. Unique Entity Identifier (UEI) HA5MFJL1PBF6] (hereinafter referred to as "Grantee") with its principal place of business at 4101 Martin Luther King Jr. Ave SE Washington DC 20032. Grantor and Grantee shall be collectively referred to herein as the "Parties."

RECITALS

1. The Department with offices at 1909 Martin Luther King Jr Avenue SE, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975, D.C. Official Code§ 6-1001 *et seq.*, and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Department is authorized to fund community based non-profit organizations that provide housing counseling services for low- and moderate-income persons.

3. On June 7, 2024, the Department published a Notice of Funding Availability ("NOFA") in the D.C. Register, which announced the forthcoming issuance of the Fiscal Year ("FY") 2025 Request for Applications ("RFA") for the Neighborhood-Based Activities Housing Counseling Services Program ("HCSP"). The RFA was issued on June 21, 2024, that solicited applicants to provide services to District of Columbia ("District") residents as a part of the Department's HCSP. HCSP includes Public Services ("PS"), and Non-Public Services ("NPS") as defined in Section I herein. U.S. Department of Housing and Urban Development ("HUD") approved counseling agencies employing one or more certified HUD counselors are eligible to provide both PS and NPS services, while organizations which do not have HUD approval status may provide PS services only. The RFA included an opportunity for applicants to provide one or more of seventeen (17) services listed in the RFA. These services include HUD-approved counseling in keeping with 24 CFR 5.100 and related Federal regulations (in 2 CFR Part 200, and 24 CFR Part 214) as well as services related to local DC programs which are administered by the Department. The RFA and the requirements set forth therein are also incorporated by reference herein.

4. The Grantee's RFA application demonstrates that its organization possesses project management, and organizational and administrative capacity to successfully perform as a nonprofit grant subrecipient under the Department's HCSP, and accordingly DHCD has determined to award a grant to the Grantee in FY 2025 ("25" or "2025").

5. The Grantor proposes to fund HCSP grant activities in FY 2025 from its allocation of Community Development Block Grant ("CDBG") funds authorized by Title I of the U.S. Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), 24 CFR Part 570.

6. As a condition precedent to disbursement of the Grant proceeds to Grantee for the sole and exclusive purposes described in Exhibit A (which includes the "Statement of Work" and the approved "Workplan", both attached hereto and made a part hereof), the Department requires that Grantee enter into this Agreement setting forth the terms and conditions of the Grant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are hereby incorporated by reference and made a part hereof.

Section I. Definitions.

A. As used herein, the following terms shall have the meanings indicated:

a) **Fiscal Year**: All references to Fiscal Year(s) ("FY") herein refer to the District Government fiscal year which is October 1st to September 30th
b) **Neighborhood Revitalization Strategy Area** ("NRSA") refers to the HUD approved areas of Wards 7 and 8 which have been designated as strategic areas for revitalization. Services to Ward 7 and Ward 8 regardless of whether Public Service or Non-Public Service, attributed to the NRSA.
c) **Non-Public Services** refers to 24 CFR 5.100 counseling services provided to clients in connection with the purchase of a specific home. All other 24 CFR 5.100 counseling is Public Service.
d) **Public Services** refers to all other services and may include group training and/or one on one counseling.
e) **Performance Periods**: The Performance Period is defined as the start date and end date for which Grant funds are awarded to execute an approved Workplan and Statement of Work in keeping with the RFA for FY 2025. (See Section IV below.)

Section II. Exhibits.

The Exhibits listed below and the terms and conditions of the same are incorporated herein and made a part of this Agreement.

A. Services to be Provided
- Statement of Work
- Section 3 from the FY 25 RFA: Services
- Workplan as approved by the Grantor

B. Budget
- Schedules A (3-1) and A (3-2) for the First Performance Period

C. Required Reporting Forms
- Monthly Performance Report on group trainings/orientations/workshops and one on one counseling (in connection with the Statement of Work and Workplan), as well as reports on DHCD certificates issued, outreach and marketing activities, and upcoming group trainings.

- Quarterly Beneficiary Data and Demographics for each of the following (a) PS, (b) NPS, and (c) NRSA activities.
- Quarterly Language Access Report (Optional)
- Quarterly Banking Report (as applicable)
- Quarterly Procurement Report (as applicable)
- Quarterly Submission of Minutes of Board of Directors Meetings

D Method to determine Client Eligibility for Services
E Budget Modification Form
F Drug Free Workplace Certification
G Service Area Eligibility
H Insurance Requirements
I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Section III. Grant Award

A. The Department shall make a Grant of the District's CDBG Entitlement Grant Federal Award No: B-24-MC-11-0001 ("CDBG Federal Award") to Grantee in an amount not to exceed Two Hundred Sixty-Eight Thousand Dollars and No Cents ($268,000.00) (the "Grant") and is allocated as follows:

Sources and Uses of Funds:

Non-Public Service ("NPS") [CDBG EN]	$ 43,550.00
NRSAs Ward 7 and Ward 8 [CDBG EN]	$ 224,450.00
TOTAL CDBG [EN]	$ 268,000.00

Notwithstanding the source of funds designated above, the Grantor reserves the right to provide funding from another source(s). In all instances, applicable Federal and District laws and regulations shall apply regardless of the funding source. The Grant award shall be used to fund a range of services which HUD has defined as Housing Counseling Services: Public Services and Non-Public Services by a HUD Approved Counseling Agency ("HCA").

The specific Grant activities are described in Exhibit A (attached hereto) which includes
(a) the Statement of Work,
(b) Lines of Services - Section 3.2 of the Request for Applications (RFA), and

(c) The approved Workplan
(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

C. The Grant services will benefit low-and-moderate income persons living in the District of Columbia. In keeping with recent Presidential Executive Orders, Grantees should only use grant funds for US citizens and should maintain such documentation to prove citizenship.[25]

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as Exhibit B. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.

D. The Catalog of Federal Domestic Assistance ("CFDA") number is 14.218.

E. The Uniform Administrative Requirements for Federal Grants are applicable to this grant award and are available online at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1. Also, the Grantee must comply with the Community Development Block Grants regulations 24 CFR part 570 that govern this award and other related HUD regulations, which are incorporated herein by reference.

Section IV. Grant Term and Periods of Performance

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2025. During this term, there are two Performance Periods. The First Performance Period is the Effective Date to September 30, 2025. The Second Performance Period is October 1, 2025, to December 31, 2025.

Funding for each Performance Period is in the sole discretion of the Grantor and requires meeting all due diligence requirements prior to award.

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[25] Examples of such document may include copies of unexpired state issued Real ID identification or driver's license, unexpired US passport or US passport card, active duty Military ID, current Green Card or Naturalization documents with state issued photographic identification.

The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of Grant funds or other Grant assets.

Section V. Statement of Work/CDBG Eligible Activities/Eligible Costs/Business Operations

A. CDBG Eligible Activities

1. Grantee shall use the CDBG Grant proceeds solely to fund Grantor-approved service activities that are intended to provide services and empower low- and moderate- income persons in the District of Columbia to make informed housing choices and achieve their housing goals, whether it's finding affordable rental housing, purchasing a home or obtaining financial assistance for critical home repairs.

The best way to provide this critical information to a client in order to assist them in their decision-making process is to adhere to 24 CFR 5.100[26] [in which a HUD certified counselor conducts (1) intake (2) financial and housing affordability analysis with affordability calculation (3) an action plan and (4) follow-up counseling to implement the action plan and achieve its stated goals].

The Grant services to be provided are described in Exhibit A. This description includes the major tasks, activities and project deliverables to be provided under this Grant. The Grantor reserves the right to alter or change the District of Columbia program requirements including eligibility, services provided, service methodology, service delivery and program goals during the performance period.

The proposed Grant activities are CDBG eligible activities pursuant to 24 CFR 570.201(e).

2. Grantee shall sponsor outreach events that inform the community about the Grant activities and participate in other community events as requested by Grantor.

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[26] 24 CRF 5.100: "Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling."

3. The Grantee must retain records which demonstrate that each activity funded under this Grant is CDBG eligible and document the amount of CDBG funds expended for each activity. This includes the activity itself, the outcomes, and the records concerning beneficiaries in keeping with subsection (B)(2) below receiving services. Any authorizations needed together with beneficiary statistical information should be obtained by the Grantee during intake or registration. HUD does not grant exceptions or authorize the District to make exceptions to this requirement.

B. CDBG National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention of slums or blight; 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. The Grantee certifies that the CDBG-assisted activities to be carried out under this Agreement will meet the National Objective of primarily benefiting low- and moderate-income persons (limited clientele activities) in accordance with Federal and District Requirements. The minimum threshold requires that at least 51% of the households served with CDBG funding must be low- and moderate-income households; provided however, that a Grantee whose application claimed additional scoring points for agreeing to provide Grant services to more than 51% low- and moderate-income beneficiaries, must adhere to the percentage they elected in their application.[27]

In accordance with the Grantee's election in their Application for a grant award and for receiving additional points in scoring, the Grantee has agreed to exceed the minimum requirement and to serve at least 90% low- and moderate-income beneficiaries.

Note: This percentage cannot be decreased as it was used for scoring in a competitive round of funding.

4. The Grantee shall disclose to any client that services are provided free of charge by a Grant funded by DHCD using Federal funds and therefore the Grantee has certain reporting

[27] In responding to the RFA published June 21, 2024, applicants were given the opportunity to receive additional points in scoring for committing to exceed the CDBG minimum threshold to either a 75% minimum or a 90% minimum.

requirements in order to provide the Grant services free of charge. The Grantee shall use appropriate forms to obtain a client authorization, as required, to comply with the terms of this Agreement and to meet HUD reporting requirements,

C. Staffing

Where HUD requires services are to be provided by a Certified HUD Housing Counselor, the Grantee shall comply with that requirement and not permit services reserved to HUD certified counselors to be provided by others.

To the extent applicable, Grantee agrees to secure the services of qualified personnel that are licensed and bonded in the District of Columbia to perform the CDBG Federal Award activities and services listed in Exhibit A.

Any changes in personnel or their general Grant responsibilities as set forth in Exhibit A are subject to the prior written approval of DHCD. In this regard, it is essential that the Grantee immediately report terminations and proposed new hires to the Grantor.

D. Business Operations

1. Grantee shall observe business hours of operation onsite in their service location(s) that align with District Government hours of operation specifically Monday through Friday 9:00 am to 4:30 pm (DC holidays excepted)[28] and shall ensure that sufficient staff are on site at Grantee's place of business to carry out Grant services.

2. During the hours of operations, Grantee shall have live answered telephones for incoming calls. If the Grantee's phone system utilizes an auto-attendant function or voicemail, announced option to the caller must include an option to press a certain key (such as "0" for an Operator) to be connected to a staff person in real time who can answer and field questions, redirect a caller to a staff person who can address a caller's inquiries, or provide registration information. DHCD and other DC agencies such as the Office of the Attorney General may check Grantee's compliance with this requirement from time-to-time.

[28] DC Holidays include New Year's Day, Dr. Martin Luther King, Jr. Holiday, Washington's Birthday, DC Emancipation Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Day.

E. Grantee may offer clients virtual appointments as well as virtual group informational or educational activities, but Grantee shall also provide clients an option for in-person services (including both in-person one on one appointments as well as some in-person group informational or educational activities.) The Grantee shall not refuse in-person services to DC residents.

F. Housing Resource Center (HRC) and Late Night Hours: As required by the RFA, "Applicants selected for the award shall participate (in a regular rotation) in staffing onsite at the Department's Housing Resource Center (HRC). The HRC provides services to DC residents by appointment and walk-ins." The HRC is located in the Grantor's offices at 1909 Martin Luther King Jr Av SE. The HRC coordinator, in conjunction with the Associate Director for Community Services, will develop a schedule in consultation with Grant subrecipients for staffing the HRC on a rotating basis on weekdays.

RFA applicants were awarded additional points in their score by committing to "Extended Office Hours." The options included providing office hours until 7:00 pm at least one (1) day a week in their office location and/or until 7:00 pm at least two (2) days a month in the HRC.

In accordance with the Grantee's selection in their Application for grant award and funding, the Grantee has committed to serve Extended Office Hours Extended Office Hours until 7:00 pm one (1) day a week in their office and one (1) day in the HRC.

Section VI. Disbursement/Required Support Documentation

A. Reasonable, Allowable, Necessary, Allocable

1. Grantee may request reimbursement for actual expenses incurred to provide services and as described in the Grant Budget (A 3-1 and A 3-2). Requests must meet all four criteria: reasonable, necessary, allowable, and allocable. (2 CFR 200.305)
   a. ***Allowable costs.*** Reimbursements are limited to the expenses directly related to activities supported by the grant activities and are subject to the regulations of the Federal and District Governments. Expenses related to activities should be necessary, reasonable, allowable and allocable.
   b. ***Limitations on allowable costs.*** A grantee may not use an indirect cost rate to determine allowable costs under its grant.
   c. **Some *Unallowable costs.*** Expenses that are not allowable include (but are not limited to) sales tax, late fees, debts, tips & gratuities, food, alcohol, controlled substances, cash reserves or investments, money given to individuals (including

donations, grants or loans), contributions to organizations, costs of fundraising, fund development, grant writing, advocacy, lobbying, and purchase of goods or services for personal use or benefit.

2. In addition, Grantee must demonstrate to the reasonable satisfaction of the Grantor that Grant performance milestones have been achieved. All requests for payment of eligible expenses shall be associated with the budget line items specified in Exhibit B (Budget Schedule A (3-1), estimated cost invoices and satisfactory Grant performance.

3. Grantees may not be reimbursed for expenses paid through Cash app or other similar peer-to-peer payment platforms, since such platforms create issues for recordkeeping, auditability, and compliance with grant regulations.

4. The Grantee shall not supplant funds or seek reimbursement for expenses that may be reimbursed by another grant (Federal, District, or private) either prior to or subsequent to reimbursement by the Grantor.

5. The Grantee must have the capacity for bookkeeping and accounting services required to track Grant expenses and create payment requests in keeping with Federal and District requirements, either on staff or by a third-party contractor.

6. The Grantee shall create and submit payment requests in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the Grantee to create and submit invoices by selecting the applicable purchase order number which is listed on the Grantee's profile.

7. All Grantees must be registered in the portal prior to invoice submission. The vendor portal website is **https://cfo.dc.gov./supplier_portal**. Please log onto the portal for further details and instructions. Questions can be submitted to **suppliers@dc.gov**.

B. Form of Submission of Payment Requests

1. The cover sheet to the reimbursement package must be the 30A Form of the Department [RCSD DHCD 306A Revised October 2024]. No other cover sheet is needed. This form should contain the Purchase Order Number, the IDIS Number, and the Partial Payment Number in accordance with Department's guidelines.

Payments requests are contingent upon certification by the Grantee in the following form as contained on the 306A (RCSD DHCD 306A Revised October 2024). The Certification is to be made by the chief executive officer, or the chief financial officer or the chief operations officer if the Governing Board has authorized this officer to act on behalf of the board to sign.

"I certify that all items, quantities and prices of work and material shown in the requisition are correct to the best of my knowledge and belief. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information , or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812." (2 CFR 200.415)

2. Page 2 and Page 3 shall be the Reimbursement Request A 3-1 and A 3-2.

3. Page 4 shall be the Invoice Cover Sheet with:
   a. A unique identifier (e.g. a row number or brief alphanumeric code) shall be assigned by the Grantee to non-personnel invoices and with the same unique identifier marked on each and every supporting document (e.g. receipt, proof of payment, cancelled checks, contracts, scopes of works, services rendered, vendor statement or document, Grantee's notes) submitted. The unique identifier shall be listed on the invoice cover sheet.
   b. Vendor's name
   c. Remittance address
   d. Invoice number
   e. Invoice date
   f. Contract number (also known as Grant Number)
   g. Purchase order number (if any)
   h. Invoice Amount
   i. The Amount which the Grantee is requesting reimbursement
   j. Quantity of goods/services delivered. Deliverables. Shipping and payment terms
   k. Other substantiating documentation that justifies and supports the payment request.

4. Page 4 and subsequent pages as needed shall include the supporting documents for the reimbursement request including signed timesheets, payroll reports, invoices from vendors marked as described above. (See Section E below.)

C. HUD Related Requirements

1. Federal regulations require that reimbursement under the Grant is tied to (a) beneficiary data reporting and (b) program performance. Failure to meet reporting deadlines for performance and/or beneficiary service data will suspend temporarily the processing of Grantee payment requests. Staff unavailability does not waive the requirement to meet reporting deadlines, and Grantee shall ensure that adequate staff are trained or cross-trained to prepare and submit reports timely.

2. The Grantee should be aware that HUD maintains an *Integrated Disbursement and Information System* ("IDIS"), a database in which the Grantor must make reports during the performance period on each Grantee's account. HUD flags subrecipient accounts when reporting is not provided by a deadline. Such a flag shall constitute a default. Multiple flags or failure to meet the conditions for HUD to remove a flag may result in suspension or termination in keeping with Section XII (C) of this Agreement.

D. Schedule for Submission of Reimbursement Requests

1. Requests for reimbursement shall be submitted in a timely manner by the date due. Failure to meet a deadline shall constitute a default.

2. On the 10th day of each month, the Reimbursement Request shall be for the prior month; provided however, the September reimbursement request must be submitted earlier in October on the date specified by the Office of the Chief Financial Officer of the District of Columbia, which is usually between the 5th and 7th day of October. *(Grantee may wish to use other funding sources for the late September payroll to facilitate meeting the deadlines.)*

3. In order to close-out the grant by September 30th, the October request should be the only request submitted in September.

4. The monthly schedule for submission is as follows:

Month	Due Date
March	April 10th
April	May 10th
May	June 10th
June	July 10th
July	August 10th
August	September 10th
September	October 5th or 7th as specified by the DC CFO
October	November 10th
November	December 10th
December	January 10th
January	February10th
February	March 10th

5. As applicable, expenses incurred pursuant to a project commitment in IDIS that has been approved by the Grantor and are otherwise eligible for reimbursement at the Grantor's sole discretion, may be reimbursed, regardless of when those expenses were incurred.

E. Source Documentation

1. All costs and obligations incurred under this Grant Agreement must be supported by source documentation (e.g. invoices, receipts, contracts, canceled checks, etc.). Documentation may also include approved time distribution sheets and certified payroll reports for employees and contracts.

2. The Grantee must satisfy all documentary requirements to the reasonable satisfaction of the Grantor prior to the disbursement of Grant funds.

F. Requirements Applicable to Disbursed Funds/No Escrow

1. Grantee shall not escrow Grant funds. However, nothing shall prohibit the Grantee from supplementing funding for these activities from other sources including other grants, funders or donors.

2. Any cash advances disbursed pursuant to this Agreement must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate

cash requirements of the Grantee in carrying out the purpose of the Grant. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct Grant program or project costs and the proportionate share of any allowable indirect costs.

3. If at any time it is determined that more Grant funds are disbursed to Grantee than what was required by the Grantee's immediate disbursement needs, Grantee shall immediately return to Grantor the excess funds.

4. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations or fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee.

G. The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect cost rate, as further described in Section (C)(4) and Section (C)(5) (Reporting Requirements) below.

H. In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant proceeds within three (3) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant proceeds, unless another date shall be agreed to be the parties in writing. The Grantor reserves the right to recover such losses by any legal remedy available.

Section VII. Budget Modifications

A. Any amendments to the budget (change in the amounts specified in the individual cost categories set forth in Exhibit B). may be approved by the Grant Administrator, so long as the total amount of the budget is not exceeded.

B. Any increase in the total Grant amount must be approved by the Director of the Department. If the change is made at the request of the Grantee, the request shall be in writing dated and shall be submitted on a Budget Modification Form, attached hereto as Exhibit E.

1. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and dated using the appropriate excel format or the appropriate online portal if available.

2. The Grantee shall make modification requests by June 1st, to allow sufficient time for processing prior to the start of the fourth quarter of the fiscal year. No more than two modifications may be required in the performance period. Requests for modification to the budget shall not be approved after June 1, 2025, except for extenuating circumstances specified in writing, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion.

3. The Department will not approve reprogramming of personnel funds for positions not filled in compliance with this Agreement and Grantee's personnel policies submitted to Grantor. If at any time DHCD requires a more detailed budget breakdown than the one contained herein, the Grantee shall provide such supplemental budget information in a timely fashion and in the form and content prescribed by DHCD.

Section VIII. Conditions Precedent to Grant Closing and Grant Disbursement

Grant closing shall mean the date on which Grantee has satisfied all conditions precedent to execution to the satisfaction of the Grantor, at which time both parties have executed and delivered the Grant Agreement. No Grant proceeds shall be disbursed prior to Grant closing.

The following conditions must be met prior to Grant closing:

A. Eligibility Determination. Determination by the Grantor that Grantee's proposed Grant activities meet eligibility and national objective requirements specified by the CDBG Program regulations at 24 CFR §§ 570.200 through 570.209. Grantor has determined that the proposed Grant activities are eligible for CDBG Program funding pursuant to 24 CFR 570.201(e) (provide housing counseling services to low- to moderate-income households).

B. Environmental Clearance. Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historic preservation reviews, and HUD has issued an approval of the release of funds.

C. Due Diligence Submissions. The following items must be delivered to DHCD for approval prior to Grant execution and Grant closing:

1. Articles of Incorporation, organizational by-laws and certification of nonprofit status.
2. Board/Corporate Resolution, memorializing
   a. the Grantee's intent to enter into this Agreement
   b. identifying the total Grant amount of the award
   c. identifying the Grant Number
   d. identifying the funding source(s) of the award, and
   e. identifying the authorized person by name and title who is authorized to sign on behalf of the corporation to enter into this Agreement.
3. Certificate of Good Standing
   a. issued by the DC Department of Licensing and Consumer Protection (DLCP)
   b. certified within 6 months of the Effective Date of this Agreement.
4. Certificate of Clean Hands
   a. issued by the DC Office of Tax and Revenue (OTR)
   b. certified within 90 days of this Agreement.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia to carry out the Grant activities.
6. Evidence that Grantee has obtained insurance, as provided in Exhibit H. If the renewal period for any insurance requirement occurs during the Grant performance period, the Grantee is required to submit to the Grantor evidence (Certificate Of Insurance) of insurance renewal to cover the remaining Grant performance period.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Effective Date.
8. An Affirmative Action Plan ("AAP") must be submitted by the Grantee for review and approval by the District prior to Grant execution and the disbursement of any Grant proceeds. The AAP shall be in a form to be determined by the District and must detail the Grantee's efforts to comply with the District's goals for achieving equal employment in District government contracts and set forth specific standards for the utilization of minorities in all job categories, as required by Mayor's Order 85-85 and District law.
9. Drug-free Workplace Certification (Exhibit F).
10. Debarment affidavit and verification confirming that Grantee is not debarred or suspended or otherwise excluded from or ineligible for participation in federal or District assistance programs under Executive Order 12549 or District law.

D. Opinion of Counsel. Grantee shall submit a written opinion of the Grantee's attorney, which states that the attorney has read the Grant documents and that the Grantee:

- Is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary.
- Has the full authority and legal right to carry out the terms of this Grant Agreement and all documentation required hereunder to be executed by Grantee; and
- Has taken all actions to authorize the execution, delivery and performance of this Grant Agreement and any documents required to be executed in connection with the Grant according to their respective terms

The Opinion shall further state that none of the aforesaid actions, undertakings or agreements violate any restriction, term, condition or provision of the Grantee's organizational documents or any contract or agreement to which Grantee is a party or by which it is bound. The Opinion must identify the Grant Agreement by name and Grant number, and the counsel must specifically identify the documents upon which the Opinion is based.

E. Current on District Obligations. Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant, including all local taxes and charges affecting Grantee's business.

F. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Proceeds, including, but not limited to the Council of the District of Columbia and the Chief Financial Officer of the District of Columbia.

G. Clearance Approval issued by the DHCD Office of Program Monitoring.

Section IX. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. The Grantee shall cure all report deficiencies identified by the Department and resubmit for approval by the Grantor within 14 calendar days of the notification. The requirements of monthly and quarterly reports [VII.(A) and (B) are in Exhibit C.]

A. Monthly Reporting

Monthly Performance Reporting. The Grantee shall use the online reporting portal provided by the Grantor and shall provide a complete performance report by the 10th day of each month reporting on Grant activities, accomplishments and performance of the prior month. Failure to submit the report by the tenth day of the month following the end of each

month shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

B. Quarterly Reporting

On the 10th day of January, April, July, and October, the following quarterly reports for the previous three months shall be due and provided by the Grantee in the form and method required by Grantor:

1. Quarterly Report on **Beneficiary Data and Demographics** (separate reports for PS, NPS and NRSA).

2. **Banking Report** (as applicable)

3. **Non-expendable Equipment Inventory Report** (as applicable) (the purchase or lease of non-expandable equipment). The purchase of all computer equipment must have prior approval from the Department.

4. **Procurement Report** (as applicable).

5. Copies of the **Minutes of the Board of Directors** meetings, which took place during the previous quarter; and

6. **Language Access Report** (optional) -- If services are provided in languages other than English, we encourage a language access report to be made.

Failure to submit any or all Quarterly Reports by the tenth day of the month following the end of a quarter shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

C. Additional Report Requirements

The following reports are due to the Department within the timeframes indicated below. If these documents were previously submitted, they must be updated and resubmitted.

1. Fringe Benefits Report

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects funded from the proceeds of this Grant shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefits rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the change. The report shall be submitted to DHCD within fifteen (15) days of Grant execution.

The fringe benefits rate for any personnel costs funded by this Grant shall not exceed 20% of the base salary rate indicated in Schedule A Form A (3-2) of the budget (Exhibit B).

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to the date of the Offer Letter.

All personnel costs approved under this Grant Agreement must be filled within ninety (90) days of Grant execution or within ninety (90) days of the vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than ninety (90) days, whether intermittent or consecutive, at any time during the Grant period may result in the loss of funds for the position.

Grantee must submit transcripts of training or continuing education for individual staff and counselors to the Grantor.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with CDBG funds, in accordance with the requirements specified in 2 CFR Part 200 (Exhibit D). The property inventory list must include, at a minimum, a short

description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

a. The Grantee shall submit a budget and Cost Allocation Plan showing its direct and indirect costs and the allocation of such costs to the Grantee's activities, including the administration of the activities and services provided under this Agreement. The plan must show all allowable and unallowable costs and how such costs are included in the direct and indirect costs in accordance with 2 CFR Part 200.

b. A current Cost Allocation Plan must be submitted no later than thirty (30) days following Grant execution.

c. The Cost Allocation Plan must include all sources of funding for the Grantee, including this, Grant and to which program/cost centers each source has been applied using the Grantee's chart of accounts (referencing individual budgetary line items).

The Grantee must provide:
i. the total amount of funding from each funding source,
ii. the total staff employed by the Grantee, regardless of funding source, staff allocation per grant/program and the estimated percentage of time spent per grant program.

d. As required by HUD, the Cost Allocation Plan is subject to approval by the Grantor. The Grantee shall cure any defects or omissions in the Cost Allocation Plan within 60 calendar days of the notice to cure.

e. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. The waiver request must detail the reasons for the waiver request and include a copy of the relevant audited financial statements.

f. Claims for reimbursement of documented Grant expenses shall comply with 2 CFR Part 200 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.

5. Indirect Cost Rates

a. Grantees may request reimbursement for indirect costs based on their Cost Allocation Plan. The Cost of Allocation Plan must be reviewed and approved by the Grantor. The Grantee is required to keep records of the expenses charged to the Indirect Cost Rate for monitoring and close-out.

Grantees with Indirect Cost Rates are required to use their indirect cost rate. Grantees with provisional rates must demonstrate the rate is not expired or that it is currently used by a Federal Agency in awarding Federal funds to the Grantee during the current Fiscal Year. Other Grantees may use the Federal *de minimis rate* of 15%. In either case (*De Minimis rate* or Federally Approved rate), Grantee shall maintain records (available during monitoring, or close-out or upon request) indicating which costs in the cost allocation plan and the dollar amount have been attributed to the Indirect Cost.)

Indirect cost rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with supporting documentation. DHCD will not make adjustments to indirect cost rates after June 1st.

The Grantor does not issue or award Indirect Cost Rates.

Grantees who wish to obtain a Federally authorized Indirect Cost Rate are encouraged to contact the "Cognizant Agency" which is the US Department of Health and Human Services.

b. For all personnel costs funded under this Agreement, Grantee must maintain documentation for use of indirect cost funding and provide the same when requested for verification of expenditures in keeping with the approved cost allocation plan, including, but not limited to cancelled checks, employee signed and supervisory approved employee time sheets, invoices and bank records.

c. Expenses charged to an indirect cost rate must be accompanied by and cross-referenced to and reconciled with an independent audited financial statement, which accounts for all (grant funded and non-grant funded) activities by the Grantee during the fiscal year in which the indirect cost rate is based.

6. Organizational Audit

Grantee must submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year.

Note to All Grantees: All Grantees must ensure their financial records are available for review or audit by appropriate officials of the Federal Government and the District Government.

7. Auditor's Management Letter.

Grantee shall submit an auditor's Management Letter to the Grantor at the time it submits the annual audit.

8. Procurement Policy, Accounting Policies and Procedures, and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution, the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of the Grant. These policies and procedures shall be in accordance with the requirements of 2 CFR Part 200. The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

If the Grantee has previously submitted these documents, and the documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a certified statement (the "Re-certification Letter") to the Grant Administrator indicating when the most current document was submitted to the District and certifying that no changes to these policies and procedures have since been made.

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D. Summary of Report Deliverables and Receipt Due Dates:

	Report	Receipt Due Date
1	Monthly Performance Report	No later than the 10th day of each month
2	Quarterly Beneficiary Data	No later than January 10th, April 10th, July 10th and October 10th – a separate report for each use: PS-NPS-NRSA
3	Language Access Report (Optional)	No later than January 10th, April 10th, July 10th and October 10th
4	Fringe Benefits Report	Within 15 days of Grant execution
5	New Hires/New Employees Information (Job Description & Resume) HUD certificate if certified counselor	10 Days prior to the Offer Letter of Employment being sent to the candidate
6	Notice of Vacant Position	Within 10 days following the vacancy
7	Non-expendable Equipment Report	Within 15 days of Grant execution and quarterly thereafter
8	Procurement Policies and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
9	Accounting Manual and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
10	Cost Allocation Plan (based on and tied to the most recent audit)	Within 30 days of Grant execution
12	Independent Financial Audit	Within 90 Days of the Close of the Grantee's Fiscal Year

	Report	Receipt Due Date
13	Single Audit Report (if applicable)	Within 30 Days of submission to the Federal Audit Clearinghouse
14	Auditor's Management Letter	Submitted with the submission of the Audit
15	Requests to revise Budgets and/or Workplans	Prior to the 1st day of June
16	Grantee's Close-Out Report (Section XV.) Inventory Report & Annual Report	Within 90 Days of the end of the Term of the Grant.
17	HUD 9902	Within 30 Days of Submission to HUD
18	HUD Monitoring Report	Within 30 Days of Receipt from HUD monitor or the HUD intermediary monitor.

Section X. Accounting/Audit Requirements

A. Accounting System

1. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in Exhibit B.

2. Accounting records should be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.

3. Any funds provided to the Grantee or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest-bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

Grantee shall submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year, contingent on the following:

1. Grantees receiving an aggregate of $1,000,000 or more from all funders in Federal funds must in accordance with Federal regulations obtain an independent audit (Single Audit Act of 1984 , Single Audit Amendments Act of 1996, and 2 CFR Part 200). A standard audit may be supplied pending the completion and submission of the Single Audit.

2. Grantees:
   (a) Required to be audited by any State or political subdivision(s) thereof (whether by statute or regulation) or
   (b) Who conduct an audit to submit to any government or private funder, or foundation or corporate funder or
   (c) Whose governing body or senior management obtains an audit,

   shall be required to submit that audit to the Grantor upon receipt of the same.

If the Grantee is not audited in accordance with (1) and (2) above, the following shall apply:

3. A Grantee whose corporate entity receives or expends less than $999,999 as reported to the Internal Revenue Service in the 990 Tax Return without amendments, deletions or summarized details must file with the Grantor a financial report prepared by an independent Certified Public Accountant and certified by the same that contains:
   - income statement or Statement of Activities,
   - balance sheet or Statement of Financial Position,
   - statement of Functional Expenses by program or cost centers such statement to break out separately the Grantor's funding by Grantor's program(s) separately from all programs or cost centers used.
   - statement of cash flows, and
   - independent review and certification of the financial statements including a review of the management's financial internal controls.

   In addition, the nonprofit organization must file a biennial audit that covers both years within a biennial period. See 2 CFR Part 200, Subpart F.

4. The Grantee shall fully clear any deficiencies noted in the audit reports within sixty (60) days after receipt by the Grantee.

5. . Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default of this Grant and may result in the withholding of future payments and/or debarment from participation in future Grants.

Section XI. Grant Administration

The Grant Administrator is:

William Winston
Associate Director for Community Services
DC Department of Housing and Community Development
1909 Martin Luther King Avenue SE, Room 304
Washington, D.C. 20020.

The telephone number is (771) 208-9628. All concerns regarding the technical implementation and interpretation of this Grant are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line-item changes and terms) where there is no dollar increase.

Section XII. Repayment of Grant Funds/Grant Performance Monitoring Default and Remedies

A. HUD Monitoring

The Grantee is subject to monitoring by HUD and agrees to provide all required information, data, records, files including client files, case notes, correspondence and emails, reports, beneficiary data, performance data, financial records, supporting documentation, to satisfy HUD monitoring. Notwithstanding the date of a finding by HUD, should HUD make a finding, the Grantee shall be responsible to cure the defect, and should HUD require repayment of Grant funds for any reason to the Federal Government, the Grantee shall be responsible for repayment in the amount specified by HUD. Repayment shall be made to the District of Columbia and by the District to the Federal authority in satisfaction of the HUD requirement. HUD monitoring is not confined to the performance period but extends through the record retention period provided in Section XV.

B. Grant Performance Evaluation

1. DHCD will monitor the performance of the Grantee to ensure that the goals and performance standards stated in the Statement of Work and Work Plan and RFA are being achieved according to schedule and within budget.

2. All records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. Grantee shall make timely submission of all information and/or records requested by DHCD or HUD to assess performance under the Agreement.

C. Suspension or Termination of Grant Assistance

1. In accordance 2 CFR 200.340 and 200.341 and 200.343, suspension or termination of CDBG Grant assistance may occur according to the Default provision in subsection D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner.

2. If Grantee fails to correct the substandard performance within thirty (30) days after receiving written notice from DHCD, suspension or termination of this Agreement will be initiated.

3. In accordance with 2 CFR 200.340(a), suspension or termination of Grant assistance may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

Subject to any applicable notice requirement and right to cure, the occurrence of any of the following shall constitute an event of default:

1. Failure to comply with any of the CDBG Program rules, regulations or provisions referred to in this Agreement, or such other Federal or District statutes, regulations, executive orders, District of Columbia mayoral orders, HUD rulings, policies or directives applicable to this Grant:

2. Failure to comply with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement.
3. Substandard performance by the Grantee or any of its agents under this Agreement, as determined in the sole and reasonable discretion of DHCD; or
4. Improper use of funds provided under this Agreement.

A determination of default shall be made in the sole and reasonable discretion of DHCD.

E. Remedies for Default

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of a written notice to the Grantee, Grantor may take one or more of the following actions, as determined in its sole discretion:

1. Terminate and suspend further disbursement of any remaining Grant assistance.
2. Disallow all or part of the cost of the activity or action that is not in compliance with this Agreement.
3. Wholly or partially suspend or terminate the current Grant award; or
4. Take other legal remedies that may be available.

F. Termination for Convenience

The Grant may be suspended or terminated on the basis of convenience as provided in 2 CFR 200.340(a).

G. Reversion to DHCD of Grant Assistance

1. Upon default by the Grantee under the terms of subsection D above, which has not been cured, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request the following:

i. Any Grant funds in its possession (whether or not committed),
ii. Any accounts receivable attributable to the use of Grant funds; and
iii. The portion of any income directly generated by (or the prorated proportion of) Grant funds for the activities described in this Agreement.

2. Upon final completion of the projects and activities for which CDBG funds have been provided by DHCD, expiration of the term of this Agreement, cancellation, or determination of this Agreement, the Grantee shall transfer any unspent, excess or surplus CDBG Grant funds, to include accounts receivable attributable to the use of the CDBG funds.

H. Grantor Non-Waiver

DHCD's delay or failure to act with respect to a breach by the Grantee does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section XIII. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, and 2 CFR Part 200, as deemed applicable by the Grantor. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Fund Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Organizational Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter arising from this Grant Agreement.

D. Cancellation Ceiling

In the event of cancellation of the Grant because of non-appropriation of funds for a specific fiscal year, there shall be a cancellation ceiling of zero dollars.

E. Anti-Deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, Grantor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code§ 47.105. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-Deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section XI. of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements.
2. Performing technical evaluations as required.
3. Interpreting the Statement of Work and other language in the Grant.
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with the District and other laws and regulations applicable to the Grant.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

Clifford Beckford
Executive Director
Lydia's House in Southeast
4101 Martin Luther King Jr. Ave., S.W.
Washington, DC 20032
Phone: (202) 373-1050
cbeckford@lhndc.org www.lh4us.org

H. Misuse of Grant Funds

Any alleged fraud, waste, abuse or mismanagement of Grant funds shall be immediately reported to the Grantor and the District of Columbia Office of the Inspector General ("OIG"). The OIG may be reached at (202) 724-TIPS (8477) and (800) 521-1639 or at oig.dc.gov

I. Nonassignability

Grantee will not sell, assign, pledge or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

Section XIV. Insurance

A. The Grantee shall obtain at least the minimum insurance coverage set forth in this Section XIV. and Exhibit H prior to the Effective Date and keep such insurance in force, as may be applicable, throughout the Grant period of performance.

B. Fidelity Bond: The Grantee must procure Fidelity Bond coverage in an amount equivalent to the total Grant budget. Pursuant to 2 CFR Part 200, Fidelity Bond coverage is required to protect the District's interest in the dollar amount of the Grant. Should Grantee be unable to procure a Fidelity Bond, Grantee shall submit proof that it has obtained general liability insurance that covers internal employee criminal activity or directors' and officers' liability insurance.

Section XV. Records Retention/Access

A. Records Retention

The Grantee shall retain all records demonstrating compliance with CDBG requirements and that are pertinent to this Grant for no less than five (5) years from Close-out of this Grant Agreement, including any extension thereof made in accordance with Section XVI. [Option to Extend] and including but not limited to Close-Out in IDIS of any HUD requirements. See Exhibit 5.1 in this link: https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-5.pdf

B. Extension of Retention Period

Notwithstanding the foregoing retention requirement in paragraph A above, if any litigation, claim, HUD monitoring or audit is initiated before the expiration of the retention period, records shall be retained for a period of not less than four (4) additional years following completion of the actions and resolution of all proceedings (e.g. litigation, claim, HUD monitoring or audit) involving the records.

C. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility, progress and achievement toward program goals and secure such records in a manner subject to applicable privacy laws. Such data may include, but is not limited to, client name, address, income level, case notes, correspondence and a description of service(s) provided. The Grantee shall use software which is HUD compliant to maintain client records. The Grantee shall transmit client records and files in a manner that is compliant with HUD's Personally Identifiable Information (PII) requirements.

D. Access to Records

All Grantee books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Grant funds shall be made available to the Department, HUD, its designee, representatives of the Inspector General of the District of Columbia or the Office of the DC Auditor at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.

E. National Objectives

The Grantee agrees to maintain documentation that demonstrates that the activities carried out with CDBG funds provided under this Grant meet the CDBG national objective of benefiting low- and moderate-income persons, as defined in 24 CFR part 570.208.

F. Copyright

If this Agreement results in any copyrightable material or inventions, DHCD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Section XVI. Federal and District Public Policy Requirements

Grantee shall fully comply with the following Federal and District policy requirements, as deemed applicable by Grantor:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federal-assisted and federal conducted programs and activities .

C. The requirements of Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

D. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.-) and implementing regulations at 24 CFR I part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

E. The requirements of Executive Order 11246, as amended by Executive Orders 11375. 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

F. The Conflict of Interest provisions of Federal and District laws strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of Federal funds to comply with 2 CFR 200.317 to 200.327 and

any sections of Title of 24 the Code of Federal Regulations concerning CDBG funding which are more restrictive than the Uniform Guidance Code for use of CDBG funds. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within (fifteen) 15 business days of execution of the Grant Agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict-of-Interest declarations to be executed by each employee and board member.

G. The Hatch Act. Chapter 15 of Title V. United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

H. The National Environmental Policy Act or other legislation implemented by 24 CFR part 58.

I. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement as Exhibit F.

J. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991H FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.

2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any grant,

or the entering into any extension. continuation. renewal, amendment of modification of any grant.

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and

c. He or she will include the language of the certification in all sub- grant awards at any tier and require that all recipients of sub-grant awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this Grant imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure, as the applicable grant shall so provide.

K. The Americans with Disabilities Act of 1990 (ADA) - Notwithstanding anything contained herein to the contrary, during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

L. The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are applicable pertaining to economic opportunities for low and very low-income persons. 24 CFR part 135.

M. First Source Program - Contractors and subcontractors of a government-assisted Project totaling $300,000 or more must comply with the District's goals for the recruitment, referral and placement of District residents. See D.C. Law 5-93, as amended, D.C. Official Code§ 2-219.01 et seq.

Section XVII. Close-Out Provisions

Activities and tasks during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor, and determining the custodianship of records (which shall remain the responsibility of the Grantee unless a determination is made otherwise). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over District appropriated funds and the record retention period, whichever is longest. Grantee shall submit the following items within the time frames indicated in this Section after completion of Grant activities or expiration or termination of this Agreement.

1. All activities are eligible, were completed and met a national objective.
2. All grant funds were expended in full, or all remaining funds are to be returned to Grantor.
3. All reporting requirements were completed and submitted (except for the final report that is submitted during the closeout process).
4. Any special conditions were met; and
5. All deficiencies or corrective actions affecting the Grant were resolved.

A. Grant Close-Out Report

The Grantee shall submit to the Grantor a Grantee's Close-Out Report ("Report") within ninety (90) days after expiration of the Grant term, termination of the Grant, or final payment for activities under this Agreement, whichever occurs later. This Report, at a minimum, shall include a narrative of the Grantee's completed tasks based on the activities, performance measures and goals set forth in the Statement of Work. The Report shall be completed using a form provided by the Grantor. The Grantee shall provide any information or data Grantor requests for Close-Out. In the Grantor's sole discretion, the reporting provided during the term of this Agreement may be accepted in lieu of the Grantee's Close-Out Report if those reports contain all information required in this section.

B. Documentation of Expenses

Within ninety (90) days after the expiration of the Grant, the Grantee shall provide to Grantor documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses.

C. Equipment Inventory

The Grantee shall submit to Grantor a list of all furniture, fixtures, equipment and vehicles purchased with Grant funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with 2 CFR Part 200.

D. Audit

The Grantee shall submit an audit or financial statement, as applicable, and as provided in Sections IX and X. of this Agreement.

E. Transfer of Records

Grantee shall, within ninety (90) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

F. Grantee's Obligations

The Grantee's obligations to DHCD remain in effect through the period of record retention as stated in Section XV.

Section XVIII. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion, and if legally permitted, extend the term of the Grant no more than two (2) times for one-year terms, or any fraction of one year, or multiple successive fractions thereof.

B. Grantor will endeavor to provide Grantee a preliminary written notice of its intent to extend at least thirty (30) days before the end of the Grant Term. The preliminary notice does not commit the District to an extension or authorize additional Grant funds to Grantee.

C. Any extension of this Grant is contingent upon the appropriation of funds for the applicable time period. However, the availability of funds shall not obligate the District to extend the Grant.

Section XIX. Total Agreement

The Grant Agreement, including specifically incorporated documents (to include the approved Statement of Work, the Work Plan, the approved Budget and the Grant attachments) constitute

the total and entire agreement between the Parties. Grantee understands and agrees to comply with the incorporated references contained in this Agreement and all applicable District and Federal laws and regulations.

Section XX. Applicable Law.

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia, unless otherwise controlled by federal law. In any proceeding relating to this Grant Agreement, each of Grantor and Grantee, hereby irrevocably submits to the jurisdiction of the Courts of the District of Columbia for the purposes of any suit, action or proceeding arising out of or relating to this Grant or transactions contemplated hereby.

Section XXI. Severability.

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XXII. Amendment.

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Grant activities, or the amounts specified in the Budget without the prior written approval of Grantor. The Grantee may request in writing approval of any proposed change to the Statement of Work or Workplan or the amounts specified in the eligible cost categories of the Budget and shall provide adequate supporting information and a revised budget along with its request. All such requests must be signed and dated.

Section XXIII. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or fully, by the Department.

1. The written or printed materials must include the authorized DHCD logo.

2. Written or printed materials include, but are not limited to, newspaper, radio and television announcements or advertisements, websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.
4. Grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to Grantee.
5. Grantee must provide copies of all marketing materials, brochures, flyers and other materials that publicize grant-funded activities to Grantor via email at dhcd.occo@dc.gov

Grantee shall publicize, as appropriate, to its constituency through social media, print, and online postings, DHCD communications and events that are related to Grant supported activities.

Section XXIV. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code§ 2-531 *et seq*. provides for the disclosure of public information. Specifically, the law provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Official Code § 2-170 l (13) .

This serves as your Notification that information /documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code§ 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXV. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, homeless status, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Sexual harassment is a form of sexual discrimination which is prohibited by the Act and Mayor's Order 2023-131 (Updated District Government Sexual Harassment Policy, Guidance, and Procedures), which is attached hereto as Exhibit I.

The prohibition against workplace sexual harassment extends to third parties doing business with or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies. By executing this Agreement, Grantee affirms that it will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1 I 00 et seq. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated.

Section XXVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addresses:

NOTICE TO GRANTEE:

Lydia's House in Southeast
4101 Martin Luther King Jr. Ave., S.W.
Washington, DC 20032
Attn: Executive Director/CEO
NOTICE TO GRANTOR:

D.C. Department of Housing and Community Development
Community Services
1909 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
Attn: Director

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTOR SIGNATOR PAGE]

DISTRICT OF COLUMBIA, a municipal Corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Colleen Green
Director

Legal Review:

Office of the General Counsel
Department of Housing and Community Development

3/20/25
Date

[Signatures continue on the next page]

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTEE SIGNATURE PAGE]

LYDIA'S HOUSE IN SOUTHEAST
a District of Columbia non-profit corporation

Cliff M. Beckford
Executive Director

03/27/25
Date

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit A Services to be Provided

- Statement of Work
- Section 3.2 Services (from the FY25 RFA)
- Workplan as approved by the Grantor

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education, and training services to support DHCD's housing programs and initiatives and promote compliance with District housing regulations. All of the services are intended to empower potential homeowners, actual homeowners, and tenants to preserve affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership, (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner-occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached work plan and performance measures. Marketing and outreach for the services provided is an activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals, and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of this service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling, (b) the Grantee's additional knowledge of the individual, and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow-up and conduct a final assessment of the services' impact. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program

SECTION 3: PROGRAMMATIC REQUIREMENTS

3.1 Eligibility for Federal Funding

The services in this RFA will be conducted through grant agreements using Federal funds (Community Development Block Grant (CDBG) and, as available, some District Funds. The Department will provide a full informational briefing to the awarded grantee(s) about the grant funding source's ongoing administrative and programmatic requirements. Whether grants awarded under this RFA are funded locally or with federal funds, all grants will be managed to the higher standards and requirements whether Federal or District.

Federal regulations have established national objectives requiring all CDBG-funded activities beneficiaries to be at least 51% low- and moderate-income persons or households. The national objective is achieved through "limited clientele benefit"—that is, by verifying the incomes of each beneficiary of the services provided. The applicant must demonstrate that it has the capacity and the intention to verify the household incomes of beneficiaries to meet the national objective of providing benefits to 51% of low- and moderate-income persons.

Client income certification is also an important element of ongoing program activity for many DHCD housing programs. (See Section 3) Applicants should review in detail the federal income requirements for programs, activities, and grantee (sub-recipient) eligibility under the Community Development Block Grant program regulations at 24 CFR 570. 200-210,

- https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-570/subpart-C?toc=1

and HUD Housing Counseling Program Regulations: 24 CFR Part 214,

ps://www.ecfr.gov/current/title-24/subtitle-B/chapter-II/subchapter-B/part-214?toc=1

3.2 Housing Services: Description of Housing Programs and Services

Please Note: Specifications and programmatic requirements may change from time to time during the award period at the discretion of the Department.

The following describes seventeen services in the Housing Counseling Program. These constitute the services for which the Department is seeking Applicants to provide services to DC residents. Applicants should select at least one service for which they are applying; however, the Applicant may select more than one. The Department is not obligated by the Applicant's selection to make an award. Applicants are responsible to demonstrate their capacity in their application to provide the services for which they have applied. Capacity includes staffing patterns including qualifications and experience, other funding resources, case management systems and programmatic activities. Historical data can also be considered in demonstration of organizational capacity. Applicants should be aware of Legal Citations noted throughout this section as well as the references to the Code of Federal Regulations (CFR).

Category A: HOMEOWNERSHIP

A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program
A6: Income Certification for the Property Acquisition and Disposition Division (PADD) Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY

B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B12: Legal Services for Seniors and/or Coop & Condo Associations
B13: Technical Assistance for Coop and Condo Associations
B14: Technical Assistance for Owners of Small Rental Properties

CATEGORY C: TENANTS AND TENANT GROUPS

C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

Each particular service has specific requirements described in the following pages. Applicants are expected to utilize this guidance in the performance of these services.

CATEGORY A: HOMEOWNERSHIP

Legal Citations Governing Program Area in Category A

Applicants to provide services in Category 1 should review in detail the following legal citations governing the District's homeownership programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for homeownership pursuant to the relevant citations.

- Home Purchase Assistance Program: DC Code 42-2601 and 14 DCMR, Chapter 25
- Employer-Assisted Housing Program: DC Code 42-2501 and 14 DCMR, Chapter 36
- Inclusionary Zoning: Legislation Pending, Bill 17-586, 17-618, 17-619

A1: HUD Housing Counseling
This activity is open to applicant organizations which are HUD approved employing one or more HUD certified counselor(s). Such counseling is often (but not exclusively) in the pursuit of homeownership or credit repair and improvement or to improve their housing condition.

Grantees of this service should be familiar with 24 CFR 5.100 and with 24 CFR 214.

Housing counseling is independent expert advice provided by a HUD certified housing counselor (24 CFR Part 214) customized to the needs of the client. It is aimed at addressing housing barriers and providing support to the client to achieve their housing goals. This counseling service must include: (1) intake (2) financial and housing affordability analysis (3) an action plan[2] and (4) follow-up counseling to implement the action plan and achieve its stated goals *(24 CFR 5.100).*

The action plan should identify the steps needed for the client to achieve his/her housing goals. These actionable steps include, but are not limited to, review of the client's credit report with explanations of its meaning and items that impact (or may improve) the credit score, creation of a budget and methodologies to track one's income and spending, debt reduction planning, and savings planning. Follow-up should track the client's progress toward the goals of the action plan. Other programs and services including group educational opportunities may complement the one-on-one counseling with a certified counselor. Counselors, therefore, may appropriately make referrals to programs and services as well as to group educational activities that support and implement the goals of the action plan.

Counseling organizations are required to maintain case files including items 1-4 above as stated in 24 CFR 5.100. It is critical that files with records and case notes be kept in such a way that if a client's counselor is no longer available, either temporarily or permanently, another certified counselor in the organization can understand based on the file the client's circumstances, action plan, progress and where the client is in achieving his/her housing goals.

Organizations providing this service should have working experience with credit counseling and repair, with consumer credit bureaus and consumer credit laws. Ideally, they should be familiar with creditor tactics, liens, judgments, repossessions, and other obstacles to credit improvement.

It is critical for the counseling organization to make efforts to keep the client engaged in the counseling process and such attempts and outreach should be documented in the case file.

In accordance with HUD requirements, counseling organizations may close files if a client does not respond to outreach efforts over 60 days. The last outreach attempt should document that the file will be closed as of a specific date if nothing further is heard from the client. If the client should return to client after the 60 days, a new file should be opened.

[2] Except for reverse mortgage counseling.

Post-purchase follow-up

a) Grantees must continue their counseling relationship with customers once they become homeowners. This follow-up should continue for a period of time after purchase to ensure the homeowner's housing stability.
b) Grantees may make use of post-purchase programs using either their own programming or making referrals to other Grantees who provide such programming (*e.g.* B1 General Home Management and B2 Foreclosure Counseling).
c) If problems arise, it will be the grantee's responsibility to address them quickly as time is of the essence, and to address them as efficiently as possible. Where the District's investment is involved, counseling should include ways to protect the DC investment.
d) When working with clients who have an HPAP deferment period ending, Grantees must provide dedicated counseling services to those borrowers. In particular, grantees will be asked to make an updated assessment of each borrower's financial status regarding the appropriateness of continued deferment.
e) Potential delinquency, or foreclosure prevention, counseling will be provided to any borrower who is experiencing difficulty.
f) If problems continue with these loan clients, this counseling will become a home preservation activity.

A2 8-Hour Homebuyer Education Class (HBE)

This activity is open to applicant organizations which are HUD approved counseling organizations employing one or more Hud certified counselors.

The Department seeks HUD Approved organizations to provide the 8-Hour Homebuyer Class. This is in support of the Department's many programs for which the 8-Hour Homebuyer Class is a requirement, and also for other DC residents who seek to take this class in preparation for homeownership and for their knowledge.

Organizations should take as a serious obligation to conduct this class with knowledge staff (HUD certified counselors). The class is conducted in a traditional in-person setting or in a virtual online setting.

Those who successfully attend and complete the class should be provided with a DHCD certification (in the format approved by the Department) indicating their completion of the class and dated appropriately. Monthly attendance and award of certificates should be reported to the Department monthly. The class should be presented frequently enough to meet programmatic needs of DHCD programs. Class dates should be provided to the Department for inclusion on the DHCD calendar. Presentations should be given by staff, not outside speakers. Grantees are welcome to collaborate in the conduct of these classes.

A3: Intake for DC Homebuyer Programs (HPAP/EAHP/NEAHP)

The Home Purchase Assistance Program (HPAP) is the primary DHCD program for first-time homebuyers. HPAP provides interest-free loans that include closing cost assistance to eligible applicants. Under this program, homebuyers may have the opportunity to purchase houses,

condominiums, or cooperative units in the District. DHCD has additional homeownership programs which are associated with HPAP, and which are targeted to specific populations or geographic areas or may meet specific home buyer needs.

The satellite programs are:

(1) The Employee Assisted Housing Program (EAHP) provides assistance to District of Columbia Government employees, who are first-time homebuyers in the District; and

(2) The Negotiated Employee Assistance Home Purchase Program (NEAHP) provides down payment and closing cost assistance to certain District of Columbia Government employees whose position is covered by specific union collective bargaining agreements.

Wherever the acronym "HPAP" is used, the same applies to the EAHP and NEAHP programs.

Prior to HPAP Application

Clients interested in HPAP assistance who have a pre-approval from a lender, should be assisted with making an application to the HPAP as expeditiously as possible. Those without a pre-approval letter from a lender are required to engage in HUD Housing Counseling (see A1 above) in order that they have the benefit of credit counseling and homeownership preparation. The action plan should include the actionable steps needed to ensure success as a homeowner and to achieve a pre-approval letter from a lender. Once a pre-approval letter has been obtained, the client with the Grantee's assistance should proceed to making their application to HPAP.

Application Process

For grantee organizations, this relationship management function includes working with first-time homebuyers throughout the homeownership application, preparation, purchase, and post-purchase process. Counseling will be focused on low- and moderate-income populations.

Once HUD credit counseling is completed the HPAP process includes:

(Optional) Applicant organizations may conduct pre-purchase seminars which include information and requirements of the HPAP programs. A DHCD Certification should be provided to attendees and recorded with DHCD.

Application Intake includes document collection of those documents needed. These should be collected in person or by means of a secure portal. Email is not considered a secure means for transmission of information which could be used for identity theft or other criminal activity. Drop-off at a staff office to an employee is acceptable.

Once the application package is complete, the organization submits to the appropriate HPAP administrator.

Homebuyer Education (8-hour class) (A DHCD Certification should be provided to 8-hour Homebuyer Education attendees and recorded with DHCD.)

Post-Purchase follow-up (Records of those follow-ups should be maintained by the organization. See Post-purchase in Service A1)

Organizations will be responsible for: (1) the application process, which includes delivery of completed applications to the HPAP Administrators; (2) completion of the application form itself and collection of all required supporting documentation, and (3) maintaining performance and reporting data, and databases as needed by the Department.

A4: Inclusionary Zoning Orientations

Introduction to IZ/ADU Programs:

The District's Inclusionary Zoning (IZ) Program requires a certain percentage of units in a new residential development, or a substantial rehabilitation that expands an existing building, be set aside as affordable units. The goals of this program are to increase the supply of affordable housing for low- and moderate-income households, to support the creation of mixed-income communities, to prevent rising home prices from driving out low- and moderate-income residents, and to leverage the expertise and capacity of the private market to develop affordable housing.

Affordable Dwelling Units (ADUs) are defined as for-sale and for-rent homes that are locally restricted for occupancy by households whose income falls within a certain range and are generally offered at a below-market rate. ADUs are generally produced in exchange for zoning relief, tax incentives, public financing, and/or the right to purchase or lease District-owned land. Specific ADU provisions, such as the affordability period, income limits, and resale restrictions, are set out in deeds, covenants, land disposition agreements, ADU administration plans and other originating documents.

ADU provisions have historically varied from project to project, as each is a result of a unique negotiation or project approval. However, ADU restrictions are becoming more standardized and more similar to standard IZ requirements.

Organization roles and responsibilities:
Provide mandatory IZ Orientation. The department's PowerPoint presentation must be utilized. Presentation and answers to participants' questions must conform to agency guidelines.

DHCD seeks organizations which will provide programmatic rental and homeownership counseling services in support of both of the above programs. Information about these

programs is available through DC Housing Search https://www.dchousingsearch.org , counselors will be required to utilize DC Housing Search, and train potential customers in how to search for affordable housing through DC Housing Search.

Grantees will be required to become familiar with the program requirements and procedures, as required by DHCD. In the last few fiscal years, the IZ program has produced approximately 400 new affordable units each year.

Orientation:
In particular, organizations are required to conduct IZ Orientations to help residents to be familiar with all programmatic requirements for the IZ program.

Organizations must conduct and coordinate this mandatory orientation session in a traditional and virtual classroom settings. They must provide interested applicants/residents with the relevant terms of the program, including next steps and other information as required by DHCD.
DHCD currently provides standard slides and certificate templates to use for this orientation and will provide training to grantees.

Completion of this orientation class is mandatory before an individual may register for the IZ program and individuals must renew registration every two (2) years to remain on the IZ registration list.

The class must be conducted at least monthly beginning within 30 days after the grantee's application is approved. Coordination of this class will include publishing upcoming class dates, accepting reservations via phone, email, or other method, allowing walk-ins if space is available, providing attendees with a certificate of completion (in a format approved by DHCD) upon completion of the class and providing at least monthly attendee data to DHCD. It will also include ensuring that attendees receive all required training materials, and shall be presented by grantee staff, not outside speakers.

Grantees must train program participants in the terms and specifics of the IZ and ADU Programs (training guidance will be provided by DHCD) and provide additional pre and post homebuyer education training.

Grantees must also provide data to DHCD on a regular basis as determined and requested by DHCD, including but not limited to the names and contact details for individuals who have received a DHCD certificate and the number of attendees at IZ orientations.

A5: Income Certifications for the IZ/ADU Units Programs

The agency seeks two organizations to provide income certifications for participants in the Inclusionary Zoning and Affordable Dwelling Units programs. Income certifications are expected to be conducted under a uniform process prescribed by DHCD and following HUD Part 5. DHCD has established requirements for approving Certifying Entities, including

specific IZ and ADU training.

Grantees are expected to become Certifying Entities pursuant to DHCD requirements. Grantee organizations will be required to ensure that program participants understand that income and occupancy restrictions apply to their IZ units and ADUs. Grantees will also be expected to complete income certifications for newly selected households and for renewing tenants. Grantees will be working closely with individuals, property management/leasing staff, sales agents and DHCD. DHCD will provide the necessary forms and procedures, but Grantees will collect the necessary paperwork from individuals and complete the income and household size verification process. Upon successful certifications, Grantees will notify DHCD and the sales/leasing staff.

Such restrictions may include but would not be limited to: (1) the specific affordability period, (2) conditions for, or prohibitions against, subleasing, and (3) resale restrictions. Ongoing outreach and assistance to occupants of IZ units and ADU is required in the areas of programmatic requirements and homeownership counseling.

A6: Income Certification for PADD Applicants

The Property Acquisition and Disposition Division (PADD) encourages vacant and/or abandoned property owners to rehabilitate and/or occupy their properties. PADD acquires vacant, abandoned, and deteriorated properties through negotiated friendly sale, eminent domain, donation, or tax sale foreclosure, when owners are unwilling or unable to maintain their properties. PADD also disposes of properties in inventory by selling them to individuals or developers to be rehabilitated into high-quality affordable and market-rate single-family and/ or multi-family for-sale or rental housing in District neighborhoods.

For DHCD, the activities of this Division create affordable homeownership and rental opportunities for low- and moderate-income households. Grantees must counsel these households as they qualify for and occupy these new homeownership and rental units. DHCD seeks one or more organizations which will provide counseling or training services for affordable units made available through PADD.

Because PADD units are not produced through a traditional homebuyer program, an intensive marketing and outreach effort to our target population will be required of grantees. Counseling services will also involve conducting income certifications and re-certifications for purposes of admission and continuing participation in this program. Income certifications are expected to be conducted under a uniform process prescribed by the Department. For PADD, grantees must ensure that program participants understand that income, or occupancy, restrictions apply to their unit. Such restrictions may include but would not be limited to: (1) the specific affordability period; (2) conditions for, or prohibitions against, subleasing; (3) potential rent increases; and (4) resale restrictions. The specific unit covenant

terms will be communicated to stakeholders by the Department, but grantees must facilitate communication with stakeholders.

A7: Public Services: General Coaching and Information

Public Services may be undertaken by Applicants which have not yet obtained HUD Approval and may not employ a HUD certified housing counselors. (HUD Approved organizations who are applying for A1 or A2 do not need to apply for this service, since they are able to provide these Public Service activities in connection with their other lines of services.

These activities are frequent but not exclusively in a group setting. These may be virtual or in-person, as long as an in-person option is provided. Grantees may utilize Homebuyer Clubs as an effective tool for keeping clients engaged in homebuyer preparation when a long-term period is needed for better positioning to be a first-time buyer.

They may include group trainings on understanding credit and credit reports and involve savings programs.

Public service staff are required to train clients to utilize available tools, such as DC Housing Search https://www.dchousingsearch.org to locate affordable housing for sale and for rent.

CATEGORY B: COUNSELING AND TRAINING FOR HOME PRESERVATION

B8: General Home Management (Post-Purchase Non-Delinquent)

Post-purchase counseling is essential for Homeowners who have purchased their homes, are not delinquent in their mortgage payments and would like to remain successful by creating a realistic financial plan to avoid financial pitfalls and protect and retain their homeownership. Post-purchase counseling is essential to understand local post-purchase behavior, especially low-moderate income homeowners, that can be supported by education and supportive programs to ensure recent homeowners understand what to do in the event of hardships. Organizations that provide post-purchase counseling sessions and education workshops will ensure their topics consist of the following:

1. Prepare a maintenance plan for major household systems and repair strategies.
2. Emergency preparedness plan to assist client in case of disaster.
3. Understand consequences of not paying taxes, HOA payments or community assessments.
4. Explain the benefits of establishing an emergency fund and retirement or tax-incentivized accounts.
5. Provide knowledge of home improvement financing options like HELOCs and give counsel on how to apply for additional financing to renovate property.

6. Access the client's understanding of the process of refinancing the home and incurring more debt.

This counseling activity may include, but not be limited to, appliance warranty disputes, contractor disputes, disputes with mortgagors, will and estate issues, including transfer-on-death deeds, etc. In this service, grantees must serve as advisor-educators and are prohibited from giving legal advice. Grantee activities should focus on low—and moderate-income populations.

B9: Foreclosure Counseling

Homeowners who are delinquent in loan payments (as well as those in danger of delinquency) need to know what options are available to them. Similarly, those in foreclosure need to know their options and resources that may assist them, especially if available legal services are available.

Organizations are required to provide foreclosure prevention counseling that helps homeowners at risk understand the foreclosure process in Washington, DC, determine their legal rights and identify options to avoid foreclosure.
Organizations will assist struggling homeowners with loss mitigation, communicate with mortgage servicers and provide services such as the following:

1. Provide advice and coaching to assist clients with creating a budget based on financial goals. Assess the current financial situation and develop short and long-term strategies to reduce expenses and debt to achieve client goals.
2. Explain loss mitigation. Explain the requirements of a loss mitigation package and evaluate the client's loss mitigation options for FHA and non-FHA loans.
3. Provide examples of mortgage default scams and ways to avoid being a victim.
4. Explain the consequences and costs associated with a foreclosure, short sale, or deed-in-lieu.
5. Explain the foreclosure timeline and devise a plan if the client is unable to stay in the home and assist the client in mortgage default recovery. Demonstrate the impact of a mortgage default.
6. Work with displaced residents seeking referrals for housing.

Grantees work with homeowners who are delinquent in their mortgage payments, or who are in foreclosure, or in post-foreclosure. These counseling services are also offered to owners of multi-family properties, and ownership associations. This counseling serves as a central element of DHCD's overall foreclosure prevention strategy.

It is critical to address the District's foreclosure crisis. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Grantees also work with the Department of Insurance Securities and Banking (DISB) to protect clients against scam operations that prey upon residents who are subject to foreclosure. Grantee organizations extract data for outreach and targeting efforts from the Office of the Recorder of Deeds, which provides a listing of all official foreclosures in the

District on a weekly basis. DHCD seeks one or more organizations that will provide foreclosure counseling services which include, but may not be limited to, all of the above-described foreclosure prevention activities.

For grantees, this counseling function means working with troubled homeowners, utilizing all foreclosure prevention or mitigation tools available, and if necessary, working with customers throughout their foreclosure or post-foreclosure process. Grantees must provide full assistance and advice to troubled homeowners. Grantees will be responsible for: (1) assessing the homeowner's circumstances, (2) educating the homeowner about the full implications of mortgage delinquency and foreclosure (3) exploring and providing options of action for the homeowner (4) providing tools or alternative support that may further assist the homeowner (5) developing and executing a best action plan for either saving the home or undertaking the best course for the homeowner, and (6) tracking the results of their counseling efforts. In addition, grantees will provide ongoing performance and reporting data and databases maintained.

Post-Foreclosure Counseling: It is critical that grantees continue their counseling relationship with customers, even if the home cannot be saved. Grantees must follow up with troubled homeowners for a period of time after any action plan has been executed. If the home has not been saved, counseling should be made available, and if necessary, referral to other needed services. If the home has been saved, counseling follow-up is also necessary to ensure that the ongoing action plan is being properly implemented. If more problems arise, it will be the grantee's responsibility to address them as quickly and as efficiently as possible.

With the passage of the Saving DC Homes from Foreclosure Emergency Amendment Act of 2010, troubled or delinquent District homeowners have the right to engage in mediation prior to foreclosure. As a result, DHCD requires grantees to provide counseling related to this mediation process.

Grantees must be familiar with the Law, its regulations, and the mediation process which has been implemented by the Mediation Administrator at the DC Department of Insurance, Securities, and Banking. Grantees must educate troubled homeowners in the decision factors related to mediation election, and, if necessary, prepare them for mediation. In some cases, counselors may be asked to accompany, or represent, troubled homeowners in the mediation process. Grantees must ensure that all customers who elect mediation complete and submit proper documentation in a timely manner. Grantees must ensure that the best interests of troubled borrowers are protected throughout the mediation process. Finally, DHCD expects grantees to follow-up after the mediation process is complete to ensure that any final mediation agreement is properly implemented.

B10: Eviction Counseling

Applicants who have HUD certified counselors or NeighborWorks America foreclosure certified counselors may offer this service. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Training should also include knowledge of laws and legal procedures governing eviction.

Eviction has long created housing instability for renters, and especially among low- and moderate-income households. For those at the lower end of the economic scale, eviction has caused not only housing instability but also employment insecurity and homelessness. Studies have shown that lack of access to legal representation has resulted in markedly different and detrimental outcomes as compared to renters who have legal representation. After legal representation, the next most effective range of services includes alternative dispute resolution (or mediation), knowledge and guidance in court navigation, and effective management of legal and tenant-landlord documents. In addition to housing instability, eviction also has credit impact for the tenant.

It is critical to provide those in danger of eviction with counseling to make informed decisions. This includes access whenever possible access to legal services. Also, appropriate training includes information about tenants' rights and obligations, the credit impact of eviction, use of payment plan agreements, understanding of court processes and procedures, and access to alternatives to court procedures. When tenancy is lost, counseling for housing alternatives is needed and a path forward to credit repair.

B11: Single-Family Residential Rehabilitation Program

The Single-Family Residential Rehabilitation Program (SFRRP) administers grants to District homeowners for roof repairs and for modifications to eliminate barriers to accessibility for persons with mobility or other physical impairments. Projects approved for SFRRP require a covenant on the property to protect the District's funding of the project.
DHCD seeks one or more organizations which will provide application intake services to SFRRP applicants throughout the grant process.

> **Mandatory Counselor Intake Training:** Grantees for this line of service are required to attend training with the SFRRP team in September to be introduced to updated aspects of the SFRRP for FY25. It is critical that the grantee have a solid understanding of the updated program and the requirements for applications. Therefore, the September training is mandatory for SFRRP intake counselors.
>
> **Application Period:** Applications for SFRRP will only be taken between October 1, 2024, and December 31, 2024. To be considered applications during this period must be complete. Lack of required documentation or information will not "hold a place" in the program if not provided before the December 31, 2024. The Department at its sole discretion reserves the right to close the program prior to the deadline if funding is depleted or no longer available.

Information Session for Applicants: The Department will provide Grantees with a PowerPoint presentation outlining the program and its requirements. Intake counselors are required to use this presentation with all potential applicants either in a group sessions (such as an Orientation) or in a one-on-one session with the potential applicant.

Grantee's and Counselor's Responsibilities: (1) use the Department PowerPoint presentation to present the program to potential applicants, answering questions from residents interested in the program; (2) complete the application document and collection of **all required** supporting documentation *(incomplete applications will not be accepted)*; (3) post-application and post-grant support; and (4) providing performance and reporting data as required.

45 Day Period: It is critical that no application be uploaded in the SFRRP portal unless it is complete with all required documents and intake form completed. If an incomplete application is uploaded in the portal, the SFRRP staff will notify the counselor and the applicant that the application cannot be accepted. The notification state that what is complete and state the **applicant has 45 days** to provide the requested information including documents. After 45 days if the application remains incomplete, the application will be closed as incomplete for funding.

Application Portal: Counselors will need to provide their name and contact information (e.g. email) when uploading in case SFRRP program staff need to follow up.

Legal Citations Governing Program Area for Category B:

Applicants to provide any service in Category B should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

- Lead Safe Washington 24 CFR, Part 35, 24 CFR, Part 85.37, Section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992
- Single Family Rehabilitation 14 DCMR, Chapter 28 First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
- Saving DC Homes from Foreclosure Emergency Amendment Act of 2010 (DC Act 18-635; 57 DCR 12404)

B12: Legal Services for Homeowners and/or Coop & Condo Associations

The Department seeks organizations to provide legal services to provide one or both of the services noted below. Grantees will conduct outreach to low- and moderate-income populations in need of these services.

- Legal Services to Seniors
  Seniors who are homeowners can be assisted by the Applicant to have legal services to assist Seniors to avoid housing instability or the loss of ownership of their home. In addition to their own attorney staff, Applicants may seek *pro bono* services from other members of the Bar.

- Legal Services to Coop-Condo Associations
  Legal services may be provided to Cooperatives and/or Condominiums ("Associations") to ensure housing stability. If Associations have problems in areas of legal entity status, required legal or financial filings, compliance issues, risk management concerns, board and member training, best legal practices, and collection of association fees (to name of few), such issues may threaten the member's housing stability, and the owners' (or members') investment in their properties. Selected applicants will provide legal services to Associations in low- and moderate-income census blocks to mitigate these concerns, to preserve housing stability of owners and to ensure well-functioning Associations and Boards.

B13: Technical Assistance for Coop and Condo Associations

The Department seeks one or more organizations to provide technical assistance to Associations. The situation many Associations may face is a need for training in best practices of Association management. Training in best practices and frequently encountered problem situations may be offered by the grantee not only to the Association Board but also to the owners in the Association. Association boards and their member owners frequently face issues of association fees not being paid, lack of income to fund reserves, special projects that would require a special assessment, and decisions of taking court action or being the defendant in a court action. These are just a few of the legal issues which may arise for the Association, in addition to the more routine matters of by-laws and required legal documents for the operation of the Association.

B14: Technical Assistance for Landlords of Small Rental Properties

Landlords of small rental properties face enormous challenges. They frequently lack the staff and the resources of large multi-family properties to deal with the many details of operations and asset management. Small unit properties cannot readily absorb mistakes or challenges.

In a ten-unit property, one vacancy is a 10% vacancy rate, while one unit in a 100-unit property is 1% vacancy rate. Yet, small unit properties are often the affordable renter properties. To preserve this housing stock as an affordable option, DHCD seeks grantees to provide Technical Support to Owners of Small Unit Properties (of 30 units or less).

Services can be provided through group training as well as through one-on-one counseling. Like many small business owners, owners can often benefit from a better understanding of accounting practices and financial statements (balance sheet, income statement, cash flow report). Knowledge of financing options is another common to many business owners. Topics such as these are particularly suitable to the needs of owners.

1. **Property Management Software**: Landlords often need help selecting and implementing property management software to track rent payments, maintenance requests, tenant information, and other critical operational data.

2. **Legal Compliance**: Guidance on navigating complex local, state, and federal housing laws and regulations related to fair housing, security deposits, evictions, and other landlord-tenant issues.

3. **Financial Management**: Guidance with accounting, tax preparation, and financial planning specific to rental property ownership and operations.

4. **Maintenance and Repairs**: Access to vetted contractors, tradespeople, and service providers to handle property maintenance, repairs, and upgrades in a timely and cost-effective manner.

5. **Tenant Screening and Selection**: Guidance and best practices with tenant screening processes, background checks, and selecting responsible renters to minimize vacancies and evictions.

6. **Marketing and Leasing**: Help with listing vacant units, advertising, showing properties, and executing leases to keep units occupied.

7. **Emergency Response**: Guidance on developing emergency plans and protocols to address unexpected events like natural disasters, property damage, or tenant issues.

8. **Asset Management Issues**: The ratios and metrics of asset management for multi-family properties provide a helpful guide to best practices. For example: Many landlords are unaware of the effect that certain metrics have in their properties. Slow "Make-Ready" times, refers to the length of time it takes to prepare an apartment to be shown to prospective tenants. Similarly, "turn time" refers to the times it takes to find a renter and receive the first month's rent. Slow turn times are also a drain on resources. When there are slow "make ready" and slow "turn times" the combined effect can be detrimental for the property's future. High turn-over rates among renters is another draw on the income. Other issues and topics include: What to do when you have a tenant who is not paying rent? What are the alternatives to eviction? How do the Court work? Are there pre-eviction resources? What legal services are available to the owner?

CATEGORY C: TENANTS AND TENANT GROUPS: SERVICES RELATIVE TO Tenants Opportunity to Purchase Act, Rental Conversion and Sale Division, and Rental Accommodations Division

The DC Tenants Opportunity to Purchase Act (TOPA) seeks to protect tenants and tenant groups from displacement due to sale of the property. The law allows tenants to purchase their apartment building. Tenants have the choice of maintaining the apartments for rent or converting to cooperatives or condominiums. DHCD seeks to preserve affordable housing in the District and limit displacement of low- and moderate-income households. For groups that choose coop or condo conversion, this provides a path to homeownership.

DHCD provides both financial assistance and technical assistance, as well as specialized organizational and development services, for tenant groups who are pursuing the purchase of their apartment buildings. Through DHCD's Development Finance Division, organized tenant associations may be provided with seed money, earnest money deposits, and acquisition and/or rehabilitation assistance. After acquisition and rehabilitation, DHCD also provides ongoing Board training and property management support to the newly formed cooperative or condominium Boards.

C15: TOPA: Pre-purchase Training

DHCD seeks one or more organizations which will provide pre-acquisition organizational and developmental counseling and training to tenant groups or tenant associations in support of their intent to purchase their building. These tenant groups must be preliminarily qualified as eligible for DHCD's Tenant Purchase Technical Assistance program. Grantees must provide the following services to tenant groups:

a) establishment of a tenant association.
b) selection and appropriate training of Board members.
c) training of captains (court, building and floor).
d) training in roles and functions of committee members; (5) training tenant groups in detail about the building purchase process.
e) training tenant associations in property management techniques.
f) provide training to the tenant association on each type of ownership; and conducting surveys of tenant associations to determine the appropriate form of ownership for their building (cooperative or condominium).

It is critical that Grantees in this service maintain an outreach to educate and inform low- and moderate-income tenants about their rights and opportunities provided by TOPA. Grantees are encouraged to make this a central aspects of their marketing plan, and to create

opportunities as well as avail themselves of opportunities to participate in educational outlets to reach tenants. Collaboration with other Grantees in this or similar service lines is encouraged. Grantees should participate in DHCD when and as those opportunities for outreach are available.

While training the tenant association, the grantee must be able to prepare and submit appropriate documentation required in the purchase process, including but not limited to tenant profiles and feasibility analyses, response to Notice of Sale of Building, preliminary development, acquisition, and rehabilitation plans, and operational plans.

The grantees must have skill and experience in negotiating the lease or purchase of the building. In addition, grantees must assist tenant groups in procurement related to the development, purchase, and rehabilitation process, including but not limited to attorneys, architects, engineers, financial and developmental consultants, private developers, appraisers, and property managers.

C16: TOPA: Post-Purchase Training

DHCD seeks one or more organizations which will provide ongoing post-acquisition counseling services which include property management and Board training for properties which have been purchased and/or rehabilitated with financial assistance from the DHCD Development Finance Division's First Right Purchase program. Generally, these are multi-family properties that have been purchased through limited equity cooperative agreements or condominium purchases. Therefore, non-profit Board training and development skill and/or experience, as well as multi-family property management skills are critical to providing effective counseling services. Services to be provided under this activity may include, but are not limited to:

a) establishing standards of evaluation for each participant's financial status and leadership capacity.
b) conducting annual management reviews of all Boards, oversee election and
c) training of new Board members.
d) assisting in the establishment of appropriate arrangements with required service providers such as exterminators, garbage collectors, landscapers, etc.
e) assisting in capital management planning and a stabilization plan for rehabilitation and/or refinancing.
f) tracking property vacancies and reviewing new applications for membership.
g) establishing and reviewing membership guidelines.
h) technical assistance in accounting, budgeting, and the preparation of financial statements for long-term financial viability.
i) providing Board of Directors with training as appropriate; and

j) other required management and support duties. Grantees will assist the condominium or cooperative in developing a budget for the overall management and carrying costs of the property.

Grantees will assist the Board and membership in all aspects of management, such as completion of the audit, Fair Housing issues, required individual, property, and Board insurance, taxes, the role of Board officers, evaluation of monthly financial performance, training on lender compliance, i.e. loan payments, income requirements. DHCD will likely negotiate assignment of specific properties to grantees for this service.

Legal Citations Governing Program Area in Category C:

Applicants to provide any service in Category C should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
Tenant Purchase Technical Assistance Program DC Code 42-3404.02
Rental Housing Conversion and Sale Act of 1980, as amended (DC Code 42-3401.01 et. seq.) (Also known as the Tenant Opportunity to Purchase Act or "TOPA")

C17: Services for Tenants and Tenant Organizations
(in partnership with Housing Regulation Administration, Rental Accommodation Division, Rental Conversion and Sale Division).

Activities under this service will supplement and enhance the services provided by DHCD's Housing Regulation Administration (HRA), which includes the Rental Accommodations Division (RAD) and the Rental Conversion and Sale Division (CASD).

RAD administers the Rental Housing Act of 1985 (D.C. Official Code § 42-3501.01 et seq.) which regulates residential rental housing registration and the rent stabilization program (commonly known as rent control). RAD oversees rent adjustment procedures, processes notices to vacate, reviews tenant petitions prior to adjudication by the Office of Administrative Hearings and adjudicates most types of landlord petitions. RAD also proposes rules and regulations for administration of the Rental Housing Act for review and publication by the Rental Housing Commission.

CASD administers the Rental Housing Conversion and Sale Act of 1980 (D.C. Official Code § 42- 3401.01 et seq.) which regulates the sale or transfer of ownership interests under the

Tenant Opportunity to Purchase Act of 1980 (TOPA) (D.C. Official Code § 42-3401.01 et seq.), the conversion of use of rental housing to condominium or cooperative ownership and residential condominium formation and registration under the Condominium Act of 1976 (D.C. Official Code § 42-1901.01 et seq.). Further, CASD administers a Housing Assistance Payment program (HAP), under which tenants may be eligible for rent assistance if they are displaced due to the conversion of use of their apartment building to condominium or cooperative ownership.

CASD also proposes rules and regulations for administration of the Rental Housing Conversion and Sale Act of 1980.

DHCD seeks one or more organizations which will support RAD and CASD operations by providing counseling and tenant education services to tenants and tenant groups. Grantees must provide counseling and training assistance to tenants and tenant organizations regarding the District's rental housing laws and tenant and landlord rights and responsibilities.

For CASD, grantee organizations must provide counseling and training concerning: (1) tenants' TOPA rights when a landlord intends to sell, demolish, or discontinue rental housing use; (2) transfers of rental housing ownership or economic interests; (3) assisting tenants or tenant organizations in exercising their right to purchase; (4) informing tenants or tenant organizations relating to partner-investors and assigning TOPA rights; (5) conversion of use from rental housing to condominium or cooperative ownership by tenant elections, or conversion in lieu of tenant elections; (6) the Housing Assistance Payment program and relocation assistance; (7) tenant organization formation, incorporation, and registration; (8) protections for elderly or disabled tenants; (9) coercive or retaliatory activities; (10) tenant rights when rental housing is in foreclosure; (11) notices of intent to convert use from rental housing to condominium or cooperative ownership; and (12) relocation counseling for displaced tenants.

For RAD, service providers must demonstrate the ability to counsel and train tenants and tenant organizations on rent control provisions including properties that are regulated by or exempted/excluded from rent stabilization under the Rental Housing Act:

1) petition- based and annual rent increases.
2) executing and filing tenant petitions.
3) responding to landlord petitions.
4) protections for elderly and disabled tenants.
5) RAD's conciliation services.
6) notices to vacate and eviction procedures.
7) disclosures to tenants.
8) changes and decreases in services and facilities.

9) learning about and securing enforcement of housing condition regulations.
10) security deposits.
11) understanding lease provisions.
12) rent increases if a property is not under rent control.
13) appealing decisions of the Rent Administrator or the Office of Administrative Hearings; and
14) relocation counseling for displaced tenants. Note: Advocacy on behalf of tenant groups, or tenant rights assignees– including, but not limited to, legal advice or advocacy on tenants or tenant organizations' behalf in negotiations with a property owner–is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators, and not as advocacy groups. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns, or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a grantee is to ensure that tenants understand all available options.

Direct Counseling to Tenants and Tenant Groups: tenant counseling services will be designed to educate tenants in privately-owned properties about their legal rights and opportunities. This service is to be provided to tenants and tenant groups which are not subject to foreclosure and have not selected to exercise their Opportunity to Purchase Rights and/or Right of First Refusal under TOPA. It also includes providing other services and tenant education, which may not fall into the categories of services outlined above, such as eviction counseling, relocation counseling, apartment search, or apartment management.

DHCD seeks one or more organizations with the capacity to bring a range of resources to prevent involuntary displacement and to provide opportunities for continued affordable rental housing. Grantees must provide counseling services to tenants and tenant groups which include, but are not limited to: (1) outreach to tenant groups upon notice of one-year potential for subsidy expiration; (2) technical assistance in negotiations between owners and HUD relative to the renewal of federal subsidy contracts; (3) counseling for tenants in buildings where the subsidy will be lost and the tenant(s) must move; (4) counseling for tenants who are behind in their rent on best-action options; and (5) appropriately referring tenants who are in landlord/tenant disputes to all available resources. Grantees must also conduct research using the many databases and research tools available to identify properties that have a critical need for counseling assistance, including but not limited to DCHousingsearch.org. Note: Advocacy on behalf of tenant groups or tenants' rights assignee –including, but not limited to, legal advice or advocacy on tenants or tenant organizations behalf in negotiations

with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators and not as tenant advocates. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a prospective grantee is to ensure that tenants understand all available options.

Additional Legal Citations Governing Programs in Category C.

Applicants to provide any service in this Category and should review in detail the legal citations governing DHCD's rental accommodation functions:
(1) the Rental Housing Act of 1985, D.C. Official Code § 42-3501 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapters 38-44.
(2) the Rental Housing Conversion and Sale Act of 1980, D.C. Official Code § 42-3401 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapter 47.
(3) the Condominium Act of 1976, D.C.

Official Code § 42-1901 et seq.; (4) D.C. Official Code § 42-1901 et seq.; (5) the First Right to Purchase Program, title 14 of the District of Columbia Municipal Regulation, chapter 2700; and (6) Housing Conditions, Title 14 of the District of Columbia Municipal Regulations, Chapters 1-15. Submission of an application relevant to these services presumes that the applicant intends to meet all requirements to provide counseling to tenants and tenant groups pursuant to these above referenced citations.

3.3 Geographic Distribution of Services

The Department's decision to select one or more grantees to provide services will be influenced by the potential geographical distribution of service among the qualified applications received. Applicants can designate their proposed service areas in the District based on their by-laws, Board policies, etc. However, the Department reserves the right to designate any service areas it deems appropriate or necessary in making awards and negotiating grant terms. In reviewing the applicant pool, the Department's priority will be to ensure that excellent affordable housing counseling and training services are provided to all low- and moderate-income citizens of the District of Columbia. The Department will seek to bring parity in the quality of all housing services provided for all areas of the District through the award and ongoing management of these grants.

3.4 Marketing and Outreach

Marketing Plan to be submitted: Marketing and outreach are critical aspects of the grant's work. Grantees' efforts ensure these programs and services' success and desired impact. No Grantee or service is exempt from this requirement. Applicants must submit a detailed marketing and outreach plan for the services they are applying for. The plan should be detailed and not assume an understanding that has not been stated. Marketing should be included in the proposed budget and work plan.

DHCD will review and approve the marketing plan. In accordance with agency policy, marketing activities should highlight partnerships with and funding by DHCD.

Aspects of Marketing and Outreach to be considered:

- Continuous and consistent marketing and outreach are essential to achieving these services' objectives and maximizing public awareness of DHCD housing programs.
- Because of DHCD's diverse target population, grantees must utilize various marketing tools.
- Grantees are responsible for distributing DHCD program materials at community forums, public events, homeownership meetings, and fairs. Marketing and outreach may include but are not limited to, websites, email blasts, blogs, listservs, Twitter, Facebook, YouTube, Hope Hotline, flyers, door-to-door visits, community meetings, use of cable television (Channel 16), and public service announcements.

Coordinated with the Department: The grantee's marketing and outreach must be coordinated with DHCD. Grantees are expected to continually assess the success and impact of their marketing efforts to identify the most effective and efficient ways of reaching low– and moderate-income populations.

Participation in Department Marketing Activities: As required by DHCD, Grantees must participate in public activities and events related to housing opportunities. These may include but are not limited to tabling at events, participating in panel discussions, and providing speakers to groups, agencies, or organizations that request them.

DHCD Acknowledgement: Grantees must always acknowledge such housing assistance activities as Department of Housing and Community Development programs in any distributed print or electronic materials. DHCD must approve all such materials before distribution.

Use of DHCD Logo: All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or entirely, by the Department.

1. The written or printed materials must include the authorized DHCD logo.
2. Written or printed materials include, but are not limited to, newspaper, radio, and television announcements or advertisements. Websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.

4. The grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to the Grantee.
5. The grantee must provide copies of all marketing materials, brochures, flyers, and other materials that publicize grant-funded activities to the Grantor via email at dhcd.occo@dc.gov
6. The grantee shall publicize as appropriate to its constituency through social media, print, and online postings, DHCD communications, and events related to Grant-supported activities.

Diversity and Language Access in Marketing: Grantees must demonstrate the capability to effectively serve and communicate with the District's various non-English speaking and special needs populations. This means that marketing and outreach materials must be made available in multiple languages and media based on the needs of those populations. The grantee must demonstrate its intent and capability to comply with the District's Language Access Law. In addition, grantees must demonstrate the availability of appropriate staffing to ensure compliance with the District's Language Access Law.

3.5 Focus Areas and Neighborhood Revitalization Strategy Areas (NRSA)

DHCD has identified specific areas of the District as "Focus Areas." These Areas represent areas where the District has invested in funding to create and preserve affordable housing. Focus Areas follow main routes through the District and their associated neighborhoods. In many cases, business owners are centered on these major routes, while resident services will be seen as more appropriate for those in the communities. Applicants must ensure services are delivered to low- and moderate-income households or areas as part of their program (Housing Services, Small Business Technical Assistance, Façade Improvement). This is a CDBG requirement.

- For Housing Counseling applicants, these Focus Areas should be used to plan outreach activities to inform residents of their services.
- For SBTA and Façade grantees, the Focus Areas define the geographical areas of the District in which they will provide services. In this latter case, the Focus Areas define not only their outreach area but also their service area.

NRSAs Targeting East of the River

The Department obtained the HUD designation for the Neighborhood Revitalization Strategy Area (NRSA) for the Focus Areas in Wards 7 and 8. DHCD has designated areas of Historic Anacostia in the city's Southeast and Far Northeast communities as Neighborhood Revitalization Strategy Areas (NRSAs). This designation will allow the city to target Community Development Block Grant (CDBG) funding that supports economic and community revitalization efforts. These include Martin Luther King Jr Avenue, Marion Barry Avenue, Minnesota Avenue, and Benning Road. However, all areas of Ward 7 and Ward 8 remain the focus of the grantee's work and outreach.

For communities outside of the NRSA areas, DHCD has designated Focus Areas throughout the District. Applicants are encouraged to partner with other community-based organizations. This collaboration can include cross-disciplinary collaboration. For example, a Façade grantee may partner with an SBTA grantee to provide business owners various services encompassing both disciplines. Housing service grantees may partner to promote or provide services one grantee offers, but another may not. The key to collaboration is an outlook of being partners, not competitors.

The following is a list of the Focus Areas and some of their associated neighborhoods. The outreach plans can include other nearby neighborhoods, mindful of the low-income requirements. Each applicant is asked to select one or more Focus Areas for their application. Please note that this is a minimum, and applicants may choose more than three. Applicants will be asked to provide reporting on outreach activities.

The following is a list of the Focus Areas outreach plans, mindful of the low and income requirements.

Focus Areas/Neighborhoods

- **16th St NW Corridor** near the intersection with Havard St NW (Columbia Heights) in Ward 1
- **Georgia Ave and New Hampshire Ave NW Corridor** (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- **Rhode Island Ave and South Dakota Ave NE Corridor** (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 4 and Ward 5
- **M Street and South Capitol Streets SW Corridor** (Greenleaf and Waterfront) in Ward 6
- **Benning Road and Florida Ave NE Corridor** (NoMa/Ivy City/Trinidad) in Ward 5 and Ward 6
- **Minnesota Ave and Benning Rd NE Corridor** (Benning, Greenway) in Ward 7
- **Pennsylvania Ave and Minnesota Aves SE Corridor** (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- **East Capitol and Benning Rd Corridor** (Capitol View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- **Marion Barry Ave and Martin Luther King Aves SE Corridor** (Historic Anacostia, Fairlawn, Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- **Marion Barry Ave and Alabama Aves Corridor** (Skyland, Woodland, Garfield Heights) in Ward 8
- **Martin Luther King Ave and Alabama Ave Corridor** (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- **South Capital St and Chesapeake St SE Corridor** (Bellevue, Washington Highlands) in Ward 8

FY23 Housing Counseling Services Workplan

Organization Name: Lydia's House of Southeast
Grant Number: 2022-23

Performance Period: 2/1/2023 to 09/30/2023

RFA Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	NRSA Goal 2 & 3 Job Service	Total
A3	HUD Housing Counseling	16	Number of First Time Homebuyers Purchasing Homes					
A3		700	Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (estimate)	Public Service or NRSA		$0.00	$89,790.00	$89,790.00
A3		750	Number of 1 1 Counseling Sessions (Budget & Credit)					
A3		900	Number of unduplicated households					
A1		850	Number of 1 1 Homebuyer Counseling Sessions					
A1		700	Number of unduplicated households					
A2	8-Hour Homebuyer Class	8	Number of 8-hour Homebuyer Educational Classes	Public Service or NRSA		$0.00	$56,112.50	$56,112.50
A2		600	Number of Attendees at 8 hour Homebuyer Classes					
A2		600	Number of DHCD Certificates issued					
A3	MHAP (EAHP/MEAHP)	8	Number of MHAP Pre Purchase Orientations conducted					
A3	(MFS ONLY)	201	Number of Attendees at MHAP Orientations	Non-Public Service or NRSA		$43,550.00	$21,445.00	$65,995.00
A3		175	Number of Files submitted to MHAP Administrator					
A3		200	Number of 1 1 MHAP Counseling Sessions					
A3		150	Number of unduplicated households					
A4	EZ/ADU Orientations	16	Number of EZ Orientations Conducted					
A6		1500	Number of Attendees at EZ Orientations	Public Service or NRSA		$0.00	$19,976.85	$19,976.85
A4		1500	Number of DHCD Certificates issued					
A5	EZ/ADU Income Certifications	0	Number of EZ/ADU Income Certifications completed	Public Service or NRSA		$0.00	$0.00	$0.00
A6	FADD	0	Number of FADD group training/coaching					
A6		0	Number of Attendees at FADD group training	Public Service or NRSA		$0.00	$0.00	$0.00
A6		0	Number of 1 1 FADD sessions (if applicable)					
A6		0	Number of unduplicated households receiving 1 1 FADD sessions					
A6		0	Number of FADD income Certifications					
A7	General Housing Services & Information (Group Trainng)	6	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)					
A7		45	Number of Attendees at Financial Literacy Trainings	Public Service or NRSA		$0.00	$9,426.90	$9,426.90
A7		0	Number of Homebuyer Clubs Meetings					
A7		0	Total of Attendees at Homebuyer Club Meetings					
A7		0	Number of group trainings or workshops not reported in other categories					
A7		0	Number of Attendes at group trainings or workshops not reported in other categories					
B10	Eviction Counseling	0	Number of Eviction workshops					
B10		0	Number of Attendees at Eviction workshops					
B10		0	1 1 Eviction Counseling	Public Service or NRSA		$0.00	$0.00	$0.00
B10		0	Unduplicated households 1 1 Eviction Counseling					
B10		0	Number referred to Attorney(s) for Legal Services					
B10		0	Number of 1 1 Attorney Consultations (Law Firm Subrecipients Only)					
B10		0	Number of Unduplicated clients participating in 1 1 Legal Consultations (Law Firm Subrecipients Only)					
B10		0	Number Evictions Prevented					
B11	SFRP	6	Number of SFRP Orientations conducted (required)					
B11		100	Number of 1 1 Intake sessions	Public Service or NRSA			$9,426.90	$9,426.90
B11		100	Number of unduplicated households					
B11		40	Number of complete applications submitted in SFRP Portal					
B12	Legal Services for Servers, Coops and Condos	0	Server households receiving legal services					
B12	(Law Firm Subrecipients Only)	0	Coop Associations receiving legal services					
B12		0	Condo Associations receiving legal services					
B12		0	Number of Pro Bono Legal Services Recruited and Retained					
B12		0	Number of Trainings for Law Firms (Trainers)					
B12		0	Number of Attendees at trainings for Law Firms (Attendees)					
B12		0	Number of new partnerships created					
B12		0	Total Number of Trainings to and work with Pro Bono Provided	Public Service or NRSA				$0.00
B12		0	Number of outreach presentations conducted					
B12		0	Number of outreach activities conducted					
B12		0	Number of Senior households that received Legal Counsel or Consultation					
B12		0	Number of Senior households that received Legal Representation					
B12		0	# of clients helped with Schedule H					
B12		0	# of clients helped with life planning docs					
B12		0	# pro bono attorneys engaged in housing-related matters					
B12		0	# veterans receiving legal counsel/advice					
B13	Technical Assistance for Co-Ops and Condo Associations	0	Number of Co-Op Associations receiving Technical Assistance					
B13	Coops	0	Number of Action Plans written for Co-Op Association's					
B13	Coops	0	Number of Successful Outcomes for Co-Op Associations					
B13	Coops	0	Number of Asset Management Improvement Services Provided for Co-Op					
B13	Coops	0	Number of Asset Management Tactical Support Services Provided to Co-Op					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Legal Assistant Services provided to Distressed Co-Op Associations					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Organization Sustainability Tactical Support Services Provided to Co-Ops					
B13	Coops	0	Number of Ownership Educations Sessions provided to different ownership models including shared equity					
B13	Coops	0	Number of Relocation Plans completed and accepted for Co-Ops					
B13	Coops	0	Numbers of Trainings on Board Operations Governance & Management to Co-ops					
B13	Coops	0	Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management					
B13	Coops	0	Number of written Asset Management & Sustainability Plans for Co-Ops	Public Service or NRSA				$0.00
B13	Condos	0	Number of Condo Associations receiving Technical Assistance					
B13	Condos	0	Number of Action Plans written for Condo Associations					
B13	Condos	0	Number of Successful Outcomes for Condo Associations					
B13	Condos	0	Number of Asset Management Improvement Services Provided for Condo					
B13	Condos	0	Number of Annual Survey of Clients (interactive) to gauge success and appropriate methodologies completed for Condo					
B13	Condos	0	Number of Asset Management Tactical Support Services Provided to Condo					
B13	Condos	0	Number of Legal Assistant Services provided to Distressed Condo Associations					
B13	Condos	0	Number of Consultative Services Provided to Condo Associations and Clients					
B13	Condos	0	Number of Organization Sustainability Tactical Support Services Provided to Condo Associations					
B13	Condos	0	Number of Relocation Plans completed and accepted for Condo Associations					
B13	Condos	0	Numbers of Trainings on Board Operations Governance & Management to Condo Associations					
B13	Condos	0	Number of written Asset Management & Sustainability Plans for Condo Associations					
B13	Coops and Condos	0	Number of Annual Survey of Clients (interactive) to gauge success and appropriate methodologies completed					
B13	Coops and Condos	0	Number of Associations (Coops and Condos) referred to private network Law Firms					
B13	Coops and Condos	0	Number of Trainings on Development including Relocation and Construction Management					
B14	Technical Assistance for Small Apartment Owners (25 units and less)	0	Number of Inquiries Received					
B14		0	Number of Owners/Managers receiving Services	Public Service or NRSA				$0.00
B14		0	Number of Action Plans Written					
B14		0	Number of Action Plans Implemented/Completed					
B14		0	Number of Owners/Managers needing Asset Management Guidance					
B8	General Home Management (Post Purchase Non-Delinquent)	4	Number of Homeownership Preservation Workshops					
B8		25	Number of Attendees at Homeownership Preservation Workshops	Public Service or NRSA			$4,489.88	$4,489.88
B8		2	Number of Post-Purchase Workshops (not including Homeownership Preservation)					
B8		25	Number of Attendees at Post Purchase Workshops (not including Homeownership Preservation)					
B8		25	Number of 1 1 Post Purchase Counseling Sessions					
B8		25	Number of Unduplicated Households participating in 1 1 Post Purchase Counseling Sessions					
B9	Foreclosure Counseling	2	Number of Foreclosure Workshops					
B9		30	Number of Attendees at Foreclosure Workshops					
B9		30	Number of 1 1 Foreclosure Counseling Sessions	Public Service or NRSA			$9,426.90	$9,426.90
B9		30	Number of Unduplicated Households participating in 1 1 Foreclosure Counseling Sessions					
B9		0	Number of 1 1 Attorney Consultations (Law Firm Subrecipients Only)					
B9		0	Number of Unduplicated clients participating in 1 1 Legal Consultations (Law Firm Subrecipients Only)					
B9		0	Number referred to Attorney(s) for Legal Services					
B9		6	Number of Foreclosures Prevented					
C15	TOPA Pre-Purchase Counseling & Training	0	Number of TOPA Meetings with Tenant Association					
C15		0	Number of Attendees at TOPA Meetings	Public Service or NRSA				$0.00
C15		0	Number of TOPA Training Workshops to Tenants					
C15		0	Number of Attendees at TOPA Training Workshops					
C16	TOPA Post-Purchase Counseling & Training	0	Number of TOPA Post Purchase Training Workshops					
C16		0	Number of Attendees at TOPA Post Purchase Workshops	Public Service or NRSA				$0.00
C16		0	Number of unduplicated households					
C16		0	Number of one on one counseling sessions					
C36		0	Number of group training/coaching					
C17	Tenant Counseling for HRA - Rental Accommodation Division	0	Number of unduplicated households					
C17		0	Number of one on one counseling sessions	Public Service or NRSA				$0.00
C17		0	Number of group training/coaching					
C17		0	Number of Attendees at group training/coaching					
Marketing	MARKETING AND OUTREACH	1	Housing Fair					
Marketing		4	Other Tabling Events					
Marketing		1500	Flyers Distributed	Public Service or NRSA			$1,366.75	$1,366.75
Marketing		50	Social Media Posts (Facebook, LinkedIn, Instagram)					
Marketing		500	Mailings					
Marketing		1	Paid Advertising (display ads in print)					
Marketing			Other					
Marketing			Other					
	TOTALS	13359			$0.00	$43,550.00	$234,450.00	$278,000.00

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit B Budget

- Schedules A (3-1) and A (3-2) for the First Performance Period

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM
Budget Form A (3-1): Total Grant Budget

Rev. 12/09/2024

ORGANIZATION NAME:	Lydia's House in Southeast
PERIOD OF PERFORMANCE:	2/1/2025-9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (If applicable):	
WARD (If applicable):	Ward 7 & 8
TYPE OF ACTIVITY:	

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$171,582.53	$0.00	$171,582.53
Credit Report	$20,760.95	$0.00	$20,760.95
Space	$23,200.00	$0.00	$23,200.00
Insurance	$8,500.00	$2,539.46	$11,039.46
Telephone	$6,000.00	$1,235.43	$7,235.43
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$4,000.00	$4,000.00
Training	$0.00	$2,600.00	$2,600.00
IT Services & Support	$3,000.00	$0.00	$3,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$233,043.48	$10,374.91	$243,418.39
Total Indirect Costs (De Minimis Cost Rate 15%)	$34,956.52		$34,956.52
Total Costs	$268,000.00	$10,374.91	$278,374.91

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 12/09/2024

ORGANIZATION NAME:	Lydia's House in Southeast
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 to 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Number of Hours	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
Personnel Subtotals						$142,985.44

Fringe Benefits (Max 20%)	$28,597.09
Total NBAP Grant Personnel Costs	$171,582.53

Exhibit C Required Reporting

- Monthly Performance Report
- Monthly Report of Group Trainings
- Monthly Report on Outreach and Marketing Activities
- Monthly Reporting of Special Activities
- Monthly Reporting of changes in personnel relative to grant work and payroll
- Quarterly Beneficiary Data
- Quarterly Language Access Report
- Quarterly Data Report

DC Department of Housing and Community Development

Deadline 00/00/0000

FY25 RFA: Housing Services

SHOW PROGRAM OVERVIEW | SHOW PROGRAM REQUIREMENTS

SHOW RFA SECTION 3.2 - HOUSING SERVICES: DESCRIPTION OF HOUSING PROGRAMS AND SERVICES | SHOW LIBRARY

HIDE ZOOMGRANTS HELP | SHOW ANNOUNCEMENTS 1

ZoomGrants Help [hide this]

Creating a New Application to Submit
The 'Saving' screen is still flashing...now what?
Missed Deadline FAQs
Invite Collaborators to Work on Application

Applicant View

Application Status: Not Submitted

Basic Information | Part I and II-Application Narrative Questions | Budget | Organizational and Financial Capacity | Required Attachments | Activity Log

Report: **OVERDUE** | Report Totals

Ask a Report Question

(answers are saved automatically when you move to another field)

Instructions Show/Hide

As in the past, Performance Reporting is divided into three sections:

- **Workplan Metrics** (numbers only),
- **Accomplishment Narrative** (Text Boxes), and
- **Various uploads** (spreadsheets usually).

This data is extremely important. Reports can affect performance goals and funding. Your reports are used to report to the City Administrator, the Mayor (including DMPED) and to the District Council and its Committee on Housing. Where uploads are required, **use excel files or Word files.** This will allow your information to be uploaded into the database and reported to District leaders.

For **Workplan Metrics,** use only numbers or leave it blank**. Letters such as N/A are to be avoided.** This will make your report impossible to be uploaded in the DHCD database and will require your corrections. Only numbers zero (0) and above can be used. If a metric is left blank, it will be treated as a zero.

In the **Accomplishment Narrative**, text boxes are provided to provide statements of activities or the information requested. In the first Report, please answer Question 22 (Points of Contact) with all points of contact for the areas mentioned. Thereafter in subsequent months, if there are no changes, it is okay to say, "No Changes". The same is true for Question 21 (staffing). Please answer Question 23 (Success Stories), Question 24 (Good News), Question 25 (Other DC agencies and initiatives). Question 26 is important. Remember the RFA asked applicants to align outreach to the Focus Areas mentioned on pages 33 and 34 of the RFA. Mentioning specific Focus Areas in the narrative for Q26 is helpful.

The **Document Upload** section is where excel spreadsheets (usually, sometimes Word Documents) are uploaded. **PDFs cannot be uploaded into database.** [The District of Columbia is fortunate to have many DC Based Programs such as HPAP, IZ/ADU, PADD, SFRRP, TOPA, HRA/RAD related activities, as well as direct services to tenants and tenant groups, and services to Condo/Coop Associations. DHCD staff need monthly reporting in order to better do their work and respond to the needs of DC citizens. These reports are shared directly with the appropriate program manager.]

There three areas of your activities will be reported on a monthly basis to help us meet our HUD and DC Government requirements and the needs of DC residents.

Reporting for Fiscal Year 2025 will begin with Report # 1. The end of Government's fiscal year (9/30/2025) will conclude with Report # 10 and the close-out of FY25 Purchase Orders. The complete schedule is below for the monthly report.

Other Reporting: Beneficiary Data and Language Access

Other reports are also required. These include **Beneficiary Report** and **Language Access Report.** These two reports are required on a quarterly basis. These reports will not be answered within ZoomGrants. The Office of Program Monitoring will provide the spreadsheets to use for these quarterly reports. Please see your Grant Agreement for additional information about the monthly and quarterly reports. Please note, the Beneficiary Report corresponds to the sources and uses of your Grant Agreement. A separate Beneficiary Report is needed for each type of funding awarded: Public Service (PS), Non-Public Service (NPS) and NRSA Wards 7 & 8 PS and NPS.

These quarterly reports will be due:

Oct/Nov/Dec 2/24/2025

Jan/Feb/March 4/10/2025

April/May/June 7/10/2025

July/August/Sept 10/10/2025

Please note we cannot extend these deadlines since they are HUD's deadlines and not in our control. Please submit your report on schedule.

Please remember HUD views reporting and reimbursement requests as inseparable and therefore to be coordinated at the same time. Please avoid not filing on the deadline.

Monthly Reporting on Performance and Accomplishments

Report Number Period Covers Due Date

Report Number	Period Covers	Due Date	Notes
Report 1	FY25 Q1 (Oct/Nov/Dec)	03/03/2025	
Report 2	January	03/03/2025	
Report 3	February	03/10/2025	
Report 4	March	04/10/2025	
Report 5	April	05/10/2025	
Report 6	May	06/10/2025	
Report 7	June	07/10/2025	
Report 8	July	08/10/2025	
Report 9	August	09/10/2025	
Report 10	September	10/10/2025	

In ZoomGrants reporting, there are data questions. Please enter only a whole number. If a particular question doesn't apply to your statement of work and workplan, please enter zero. The narrative questions also require a response. If there is nothing to report in the narrative, please enter a statement such as "No changes" or "Not applicable".

Report 1: **3/3/2025** Report 2: **3/3/2025** Report 3: 3/10/2025 Report 4: 4/10/2025 Report 5: 5/10/2025

Report 6: 6/10/2025 Report 7: 7/10/2025 Report 8: 8/10/2025 Report 9: 9/10/2025 Report 10: 10/10/2025

Report 1: 3/3/2025

This report is OVERDUE. Submit Report 1

Agency

This is a branching question. The system will remove questions that do not apply to you based on your answer to Question #1.

Please disregard the number sequencing.

1. Identify Your Agency Name

This is a branching question. Only the questions that apply to your agency will appear.

- ○ CARECEN-Central American Resource Center
- ○ Centro de Apoyo Familar

- ○ Greater Washington Urban League, Inc.
- ○ Housing Counseling Services
- ○ Latino Economic Development Corporation of Washington DC
- ○ Legal Counsel for the Elderly
- ○ Lydia's House in Southeast, Inc.
- ○ Manna, Inc.
- ○ Marshall Heights Community Development Organization, Inc.
- ○ Mi Casa
- ○ Neighborhood Legal Services Program of the District of Columbia
- ○ University Legal Services

Workplan Accomplishment Metrics

2. A1: HUD Housing Counseling

Ignore the auto-total number.

Number of First Time Homebuyers Purchasing Homes

Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)

Number of 1:1 Counseling Sessions (Budget & Credit)

Number of unduplicated households

Number of 1:1 Homebuyer Counseling Sessions

Number of unduplicated households

3. A2: 8-Hour Homebuyer Class

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of 8-hour Homebuyer Educations Classes

Number of Attendees of 8-hour Homebuyer Classes

Number of DHCD Certificates issued

4. A3: HPAP (EAHP/NEAHP)

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of HPAP Pre Purchase Orientations conducted

Number of Attendees at HPAP Orientations

Number of Files submitted to HPAP Administrators

Number of 1:1 HPAP Counseling Sessions

Number of unduplicated households

5. A4: IZ/ADU Orientations

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of IZ Orientations Conducted

Number of Attendees at IZ Orientations

Number of DHCD Certificates issued

6. A5: IZ/ADU Income Certifications

Ignore the auto-total number.

Number of IZ/ADU Income Cetifications completed

7. A6: PADD

Ignore the auto-total number.

Number of PADD group training/coaching

Number of Attendees at PADD group training

Number of 1:1 PADD sessions (if applicable)

Number of unduplicated households receiving 1:1 PADD sessions

Number of PADD Income Certifications

8. A7: General Housing Services & Information (Group Training)

Ignore the auto-total number.

Number of Financial Literacy Trainings (including but not limited to credit & budgeting)

Number of Attendees at Financial Literacy Trainings

Number of Homebuyer Clubs Meetings

Total of Attendees at Homebuer Club Meetings

Number of group trainings or workshops not reported in other categories

Number of Attendes at group trainings or workshops not reported in other categories

9. B8: General Home Management (Post Purchase Non-Delinquent)

Ignore the auto-total number.

Number of Homeownership Preservation Workshops

Number of Attendees at Homeownership Preservation Workshops

Number of Post-Purchase Workshops (not including Homeownership Preservation)

Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)

Number of 1:1 Post-Purchase Counseling Sessions

Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions

10. B9: Foreclosure Counseling

Ignore the auto-total number.

Number of Foreclosure Workshops

Number of Attendees at Foreclsoure Workshops

Number of 1:1 Foreclosure Counseling Sessions

Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number of Foreclsoures Prevented

11. B10: Eviction Counseling

Ignore the auto-total number.

Number of Eviction workshops

Number of Attendees at Eviction workshops

1:1 Eviction Counseling

Unduplciated households 1:1 Eviction Counseling

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number Evictions Prevented

12. B11: SFRR

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of SFRRP Orientations conducted (required)

Number of 1:1 Intake sessions

Number of unduplicated households

Number of complete applications submitted in SFRRP Portal

13. B12: Legal Services for Seniors, Coops and Condos

Ignore the auto-total number.

Senior households receiving legal services

Coop Associations receiving legal services

Condo Associations receiving legal services

Number of Training for Law Firms

Number of Attendees at law firm training

Number of outreach activities

Number of new partnerships initiated

Number of clients helped with Schedule H

Number of clients helped with life planning docs

Number pro bono attorneys engaged in housing-related matters

Number veterans receiving legal counsel/advice

14. B13: Technical Assistance for Coop

Ignore the auto-total number.

Number of Co-Op Associations receiving Technical Assistance

Number of Action Plans written for Co-Op Associations

Number of Successful Outcomes for Co-Op Associations

Number of Asset Management Improvement Services Provided for Co-Op

Number of Asset Management Tactical Support Services Provided to Co-Op

Number of Consultative Services Provided to Co-Op Associations and Clients

Number of Legal Assistant Services provided to Distressed Co-Op Associations

Number of Organization Sustainability Tactical Support Services Provided to Co-Ops

Number of Ownership Educations Sessions provided to different ownership models including shared equity

Number of Relocation Plans completed and accepted for Co-Ops

Numbers of Trainings on Board Operations Governance & Management to Co-ops

Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management

Number of written Asset Management & Sustainability Plans for Co-Ops

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Co-Op Associations

Number of Associations (Coops) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Co-Op Associations

15. B13: Technical Assistance for Condo Associations

Ignore the auto-total number.

Number of Condo Associations receiving Technical Assistance

Number of Action Plans written for Condo Associations

Number of Successful Outcomes for Condo Associations

Number of Asset Management Improvement Services Provided for Condo

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo

Number of Asset Management Tactical Support Services Provided to Condo

Number of Legal Assistant Services provided to Distressed Condo Associations

Number of Consultative Services Provided to Condo Associations and Clients

Number of Organization Sustainability Tactical Support Services Provided to Condo Associations

Number of Relocation Plans completed and accepted for Condo Associations

Numbers of Trainings on Board Operations Governance & Management to condo associations

Number of written Asset Management & Sustainability Plans for Condo Associations

Number of Associations (Condos) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Condo Associations

16. B14: Technical Assistance for Small Apartment Owners (25 units and less)

Ignore the auto-total number.

Number of Inquiries Received

Number of Owners/Managers receiving Services

Number of Action Plans Written

Number of Action Plans Implemented/Completed

Number of Owners/Managers needing Asset Management Guidance

17. C15: TOPA Pre-Purchase Counseling & Training

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Meetings with Tenant Association

Number of Attendees at TOPA Meetings

Number of TOPA Training Workshops to Tenants

Number of Attendees at TOPA Training Workshops

18. C16: TOPA Post-Purchase Counseling & Training

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Post Purchase Training Workshops

Number of Attendees at TOPA Post Purchase Workshops

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

19. C17: Tenant Counseling for HRA - Rental Accommodation Division

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

Number of Attendees at group training/coaching

20. Marketing & Outreach

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Housing Fairs

Other Tabling Events

Flyers Distributed

Social Media Posts (Facebook, LinkedIn, Instagram)

Mailings

Paid Advertising (display ads in print)

Other

Accomplishment Narrative

21. Staffing Information: Any changes (terminations or new hires) in staff members who are on the grant? Or in the Executive Leadership or Management Team? Number of HUD Certified Counselors (expressed as FTEs) on staff at the

end of this reporting period?

Maximum characters: 1000. You have 1000 characters left.

22. Who are the current Points of Contact and email for the following: 1) Executive Leader (NOTE: Executive leader is copied on all communication): 2) Grant/Fund Development: 3) Grant/Accounting: 4) Program Managers/Directors/Supervisors:

Maximum characters: 1000. You have 1000 characters left.

23. Please provide us with client success story/stories for this quarter by program. You may provide a link to an article that has been written for other purposes (newsletter, website, or newspaper article).
Redact (use a pseudonym) for any client name or other personal identifying information if you have not received a release.

Maximum characters: 3000. You have 3000 characters left.

24. Any good news to share? Any events and activities coming up? (e.g. obtained other grant funds to leverage DHCD grant, Open Houses, Presentations, Community Events, etc.)
Upload a calendar of upcoming program events (in-person or webinars).

Maximum characters: 3000. You have 3000 characters left.

25. Describe your organization's involvement in other projects or initiatives with other District agencies.

Maximum characters: 3000. You have 3000 characters left.

26. Describe your marketing and outreach during this period. What groups or areas did you market to, numbers, and in what way did you contact them (mail, event, email, personal, media, etc.)?

Maximum characters: 3000. You have 3000 characters left.

27. Describe any specific obstacles (if any) to your organization's program or service delivery during this period?

Maximum characters: 3000. You have 3000 characters left.

Documents Requested *	Required?	Uploaded Documents *	
ALL: Procurement Report, as applicable Download template: Procurement Report			Upload
ALL: Language Access for Outreach and Group Sessions Download template: Language Access for Outreach and Group Sessions	Required		Upload
ALL: Calendar of Next Quarter (3 months) of Orientations, Trainings, Workshops & 8-Hour Classes	Required		Upload
A-2 HBE 8-Hour Class Attendance Certificates Download template: A-2 HBE 8-Hour Class Attendance Certificates			Upload
A-3 Homebuyer Assistance Program Intake Download template: A-3 Homebuyer Assistance Program Intake			Upload
A-4 IZ Orientation Attendance Certificates Download template: A-4 IZ Orientation Attendance Certificates			Upload
B-11 SFRRP Intake Download template: B-11 SFRRP Intake			Upload
C-15 and C-16 TOPA Reporting Download template: C-15 and C-16 TOPA Reporting			Upload
C-17 Training for Tenants and Tenant Organizations Download template: C-17 Training for Tenants and Tenant Organizations			Upload

* *ZoomGrants™ is not responsible for the content of uploaded documents.*

CDBG PUBLIC SERVICE* HOUSING COUNSELING (HC) PROGRAM

HEAD OF HOUSEHOLD DEMOGRAPHICS

IDIS Number	
Community Based Organization (CBO)	
National Objective/Matrix Code	
Project Analyst	
Proposed HOUSEHOLDS TO Serve	
Total HOUSEHOLDS Served	
Difference Used for CAPER Analysis	

Tip #1	Avoid Duplicative Reporting
Tip #2	Complete each cell; even if N/A (Not Applicable)
Tip #3	Do not complete Greyed-Out Cells
Tip #4	Based on HEAD of HOUSEHOLD
Tip # 5	Submit Quarterly
Tip #6	Public Service - HC that cannot show proof a home was purchased.
Tip # 7	OPM - Kelly Ann Morrow, DHCD Grant Management Officer, kelly-ann.morrow@dc.gov

HEAD OF HOUSEHOLD CHARACTERISTICS

Race/Ethnicity/Household Composition	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
White	0	0		0	0																					0	0	0
Black/African American	0	0		0	0																					0	0	0
Asian	0	0		0	0																					0	0	0
Native American/Alaskan Native				0	0																					0	0	0
Native Hawaiian/Other Pacific Islander				0	0																					0	0	0
Native American/Alaskan Native & White				0	0																					0	0	0
American Indian/Alaskan Native & White				0	0																					0	0	0
Asian & White				0	0																					0	0	0
Black/African American & White				0	0																					0	0	0
Native American/Alaskan Native & Black/African American				0	0																					0	0	0
Other Multi Racial				0	0																					0	0	0
Did Not Report				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Income Data (In accordance with HUD Part 5)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
Extremely Low 0-30 %	0			0	0																					0	0	0
Low 31%-50%	0			0	0																					0	0	0
Moderate 51%-80%	0			0	0																					0	0	0
Non-Low/Moderate 81% - 110%				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Additional Data (Does not apply to Single Family Residential Rehabilitation Program)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
With New or Continuing Access to Service or Benefit	0			0	0																					0	0	0
With Improved Access to Service or Benefit				0	0																					0	0	0
Received a Service or Benefit that is No Longer Substandard				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Language Access

The recent Executive Order of the President makes English the Official Language of the United States.

Grantees may translate forms, document, trainings into other languages as they deem appropriate for the benefit of clients.

Grantees may also make provision for clients to have access who are English Proficient/Non-English Proficient (LEP/NEP).

The Language Access line remains available to Grantees. OPM can provide the phone number.

Grantees are encouraged to report on a quarterly basis concerning language accommodation for clients.

Tracking includes:

- Language
- Use of interpreter, bi-lingual staff person or language access telephonic line
- Used on the group basis or individual and the number of each

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit D Method to determine Client Eligibility for Services

Method to determine Client Eligibility for Services:
By Household

DHCD will provide the spreadsheet to use for this Quarterly Report

If a grantee has two or three sources/uses of grant funds, a separate report is needed for each.

Sources/Uses includes

1. Public Services (PS),
2. Non-Public Services (NPS) and
3. NRSA Wards 7 & 8 PS & NPS.

For each the Household report includes:

Section 1

Grantees will provide the following information concerning race/ethnicity which shall be recorded by

- Ward,
- Head of Household,
- Tenant/Owner

White
Black/African American
Asian
Native American/Alaskan Native
Native Hawaiian/Other Pacific Islander
Native American/Alaskan Native & White
American Indian/Alaskan Native & White
Asian & White
Black/African American & White
Native American/Alaskan Native & Black/African American
Other Multi Racial
Did Not Report
TOTAL

Section 2

Also, each household shall be counted by income category using the CDBG income categories and dollar amounts. (See chart in this exhibit.)

Section 3

Lastly, each household shall be counted by CDNG service category.

With New or Continuing Access to Service or Benefit
With Improved Access to Service or Benefit
Received a Service or Benefit that is No Longer Substandard

The Number of Households in each of the above calculations be the same. That is, if 100 households are reported in Section 1, there must be 100 in reported also in Sections 2 and 3.

This procedures is repeated for:

- Non-Public Service Activities
- NRSA Wards 7 & 8 Public Service and Non-Public Service

INCOME LIMITS WITH UNCAPPED LIMITS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
U.S. Department of Housing and Urban Development (HUD) FY 2023
Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	**84,400**	**96,450**	**108,500**	**120,550**	**130,200**	**139,850**	**149,500**	**159,150**

	Median Income	**Family Four Low Income Limit**
DC	**$152,100**	**$95,300**

This grant will consider eligibility based on Household Beneficiary Data

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit E Budget Modification Form

BUDGET MODIFICATIONS

To request a Budget Modification, please reach out to your Point of Contact with Community Services to request the excel file.

The excel file should be returned to Community with the details (below) about your request. You may also send a PDF of the excel file in addition to the excel file itself. The excel is needed to upload to the database.

There should be a cover letter from the Executive Director requesting the modification as outlined in excel file attached. Only the Executive Director as a signatory to the Grant Agreement can request a Budget Modification.

The Excel file will guide you through the process.

The Excel template asks you for each line item in the A 3-2 (Personnel) to indicate the current budget and the requested budget modification for:

- Hourly rate
- Number of Hours to be charged to the Grant (total for the year)

Similarly for the A 3-1 the template asks the current Budget Amount for each line item and the requested modification amount for each line item in the A 3-1.

Each line item in the A 3-1 and A 3-2 must be included in the Modification.

The deadline to request a Budget Modification is June 1st of each year.

The Community Services team is available to provide technical assistance.

Cost Category	Current Budget	Increase (Decrease)	Requested Modificastion Amount
Personnel (Salary & Fringe)	$0.00	$0.00	$0.00
Credit Report	$0.00	$0.00	$0.00
Space	$0.00	$0.00	$0.00
Insurance	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Training	$0.00	$0.00	$0.00
IT Services & Support	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$0.00	$0.00	$0.00
Total Indirect Costs (De Minimis Cost Rate 15%)	$0.00		$0.00
Total Costs	$0.00	$0.00	$0.00

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit F Drug Free Workplace Certification

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Certifications Regarding
Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code. and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - lll, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. Debarment, Suspension, And Other Responsibility Matters (Direct Recipient)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

1. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F. for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020. Notice shall include the identification number(s) of each effected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and incising termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (1), (c), (d), (e), and (f).

B. The applicant may insert in the space provided below the sites) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Drug-Free Workplace (Grantees who are Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, subpart F, for grantees as defined at 28 CFR Part 67; Sections 67 615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020.

As the duly authorized representative of the applications,
I hereby certify that the applicant will comply with the above certifications.

1. **Grantee Name and Address** Lydias House in Southeast 4101 Martin Luther king Jr. Ave, SW, Washington, DC 20032

2025-07 Housing Services — **2. Application Number and/or Project Name**

52-1706529 — **3. Grantee IRS/Vendor Number**

Cliff Beckford Executive Director — **4. Typed Name and Title of Authorized Representative**

Cliff Beckford — **5. Signature**

03/13/2025 — **6. Date**

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit G Service Area Eligibility

This grantee provides services to residents of all DC Wards and will focus on the neighborhoods in these corridors where DHCD has invested resources for housing development.

- 16th St NW Corridor near the intersection with Havard St NW (Columbia Heights) in Ward 1
- Georgia Ave and New Hampshire Ave NW Corridor (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- Rhode Island Ave and South Dakota Ave NE Corridor (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 5
- M and South Capitol Streets SW Corridor (Greenleaf/Waterfront) in Ward 6
- Benning Road and Florida Ave NE Corridor (NoMa/Ivy City/Trinidad) Ward 6
- Minnesota Ave and Benning Rd NE Corridor (Benning, Greenway) in Ward 7
- Pennsylvania Ave and Minnesota Aves SE Corridor (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- East Capitol and Benning Rd Corridor (Capital View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- Marion Barry Ave and Martin Luther King Aves SE Corridor (Historic Anacostia, Fairlawn Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- Marion Berry Ave and Alabama Aves Corridor (Skyland, Woodland, Garfield Heights) in Ward 8
- Martin Luther King Ave and Alabama Ave Corridor (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- South Capital St and Chesapeake Aves SE Corridor (Bellevue, Washington Highlands) in Ward 8

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit H Insurance Requirements

DHCD-BILL WINSTON-GRANT FOR VARIOUS COMMUNITY-BASED ORGANIZATIONS HOUSING COUNSELING AND SERVICES AF07082024

INSURANCE

A. GENERAL REQUIREMENTS. The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this grant, the types of insurance specified below. The Grantee shall submit a Certificate of Insurance to the Grant Administrator (GA) giving evidence of the required coverage prior to commencing performance under this grant. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the GA.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Grantee and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this grant, with the understanding that any affirmative obligation imposed upon the insured Grantee or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its subcontractors, and not the additional insured. The additional insured status under the Grantee's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the GA in writing. All of the Grantee's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Grantee or its subcontractors, or anyone for whom the Grantee or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the GA with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the GA in writing), covering liability for all ongoing and completed operations of the Grantee and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an

Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or it's equivalent) to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the GA in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee in connection with work under this agreement, with a minimum combined single limit of $1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Grantee shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Defense costs shall be in addition to and not erode the limits of liability
e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or it's equivalent)

3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

   Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   The Workers Compensation and Employers Liability shall be further endorsed to:
   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the GA of commercial umbrella or excess liability insurance with minimum limits of $5,000,000 per occurrence and $5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS
Any and all subcontractors engaged by Grantee for work under this agreement shall be required to have the same insured required of Grantee. Should the Grantee wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Grantee shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Grantee. In either instance, the Grantee must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

E. DURATION. The Grantee shall carry all required insurance until all grant work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this grant and two years for non-construction related grants.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the Grantee's liability under this grant.

G. CONTRACTOR'S PROPERTY. Grantee and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.

H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the grant price.

I. NOTIFICATION. The Grantee shall ensure that all policies provide that the GA shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Grantee no long complying with the above requirements. The Grantee shall provide the GA with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the GA with an updated Certificate of Insurance should its insurance coverages renew during the grant. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Grantee at least 30 days' notice of the change. Grantee must comply, at your expense, and deliver to the GA evidence of compliance before the change becomes effective.

J. CERTIFICATES OF INSURANCE. The Grantee must send to GA, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Grantee must also provide us with evidence of renewal before the expiration date of each insurance policy. Grantee is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . Certificates of insurance must reference the corresponding grant number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:
William Winston, Grant Administrator (DHCD)
1909 Martin Luther King Jr Av SE, Washington DC 20020
771-208-9628
Bill.winston@dc.gov

The GA may request and the Grantee shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Grantee expires prior to completion of the grant, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the GA prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the GA on an annual basis as the coverage is renewed (or replaced).

K. DISCLOSURE OF INFORMATION. The Grantee agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Grantee, its agents, employees, servants or subcontractors in the performance of this grant.

L. CARRIER RATINGS. All Grantee's and its subcontractors' insurance required in connection with this grant shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.

M. WARRANTIES. When applicable, the Grantee should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). GA should collect, review for accuracy, and maintain all warranties for goods and services.

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit I **Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures**

Mayor's Order 2023-131

GOVERNMENT OF THE DISTRICT OF COLUMBIA
ADMINISTRATIVE ISSUANCE SYSTEM

Mayor's Order 2023-131
October 31, 2023
SUBJECT: Updated District Government Sexual Harassment Policy, Guidance, and Procedures

ORIGINATING AGENCY: Office of the Mayor

By virtue of the authority vested in me as Mayor of the District of Columbia by sections 422(2), (3), and (11) of the District of Columbia Home Rule Act of 1973, 87 Stat. 790; Pub. L No. 93-198, D.C. Official Code §§ 1-204.22(2), (3), and (11), it is hereby **ORDERED** that:

I. PURPOSES AND BACKGROUND

This Order incorporates provisions of, updates, and supersedes Mayor's Order 2017-313, dated December 18, 2017, regarding sexual harassment in District of Columbia ("District") Government workplaces.

In addition to providing procedural updates to the District's sexual harassment policy, this Order establishes and directs the Sexual Harassment Task Force to further examine the District's sexual harassment policies and provide recommendations to further the goal of a harassment-free workplace; establishes obligations of District Government employees; adds Mayor's direct reports to those required to be referred for outside investigation of sexual harassment; and bans all sexual and romantic relationships between supervisors and the employees in their chain of command.

This Order reaffirms that the District Government does not tolerate any form of inappropriate workplace conduct including sexual harassment, nor does it tolerate sexual harassment in non-employment interactions between District Government employees and the public. Sexual harassment is recognized as one of the most unjust, demeaning, and demoralizing examples of workplace misconduct.

This Order also requires that employees be trained on sexual harassment every year and provides additional specificity as to the qualifications and role of Sexual Harassment Officers.

Further, this Order directs agency compliance with the Sexual Harassment Data Collection and Reporting Act of 2022, D.C. Law 24-171, D.C. Official Code § 1-546.01, and clarifies, consistent with the Human Rights Enhancement Amendment Act of 2022, D.C. Law 24-172, D.C. Official Code § 2-1402.11(c-2), the definition of sexual harassment.

II. INDIVIDUALS AND ENTITIES COVERED

A. Prohibitions and Protections

1. This Order is intended broadly to prohibit sexual harassment in all interactions with District Government employees and officials and persons acting on behalf of the District Government, and to facilitate speedy investigation and non-monetary remedial action including warnings to stop offensive behavior, additional training, reassignments, and personnel and contract actions.

2. The District of Columbia prohibits workplace sexual harassment by all District Government employees and officials. The prohibition applies to harassment of other employees and officials and to harassment of third parties

and members of the public interacting with the District Government, such as vendors, contractors, grantees, customers, clients, and other persons visiting or working at District Government worksites or service sites inside and outside District Government agencies.

3. Likewise, contractors and grantees carrying out work on behalf of the District Government shall not sexually harass colleagues who carry out work on behalf of the District Government; District Government employees; or customers, clients, or beneficiaries of the services the contractors and grantees provide on behalf of the District Government; and those clients, customers, beneficiaries, employees, and colleagues may file complaints that trigger sexual harassment investigations and possibly remedies. Remedies may include requiring the contractor or grantee to use alternate personnel to provide services, and other remedies available under the contract or grant agreements up to and including contract or grant termination or non-renewal of the grant or contract.

4. In addition, sexual harassment by District Government clients, customers, or visitors against District Government employees, contractors, or grantees, or other clients, customers, or visitors, at District Government worksites or service sites, is prohibited and complaints made against District Government employees who sexually harass contractors, grantees, agency clients, customers or visitors, upon investigation, may result in discipline of the employee and accommodations of the contractor, grantee, customer or visitor, such as having another government official assigned to the matter.

5. In the course of their duties as members of District of Columbia boards and commissions, board and commission members are bound by the prohibitions, procedures, and deadlines set forth in this Order.

6. Not every procedure set forth in this Order applies to persons not working for the District Government.

B. Scope

1. Laws prohibiting sexual harassment apply throughout the District Government. The agencies listed below should either use the training, procedures, information, and processes provided in this Order, or their own, similar ones. To the extent District law requires centralized reporting, the reporting requirements in this Order apply to all agencies.

2. Those agencies include the Office of the Attorney General, the Office of the Chief Financial Officer, the Board of Elections, the Zoning Commission, the Public Service Commission, the Commission on Arts and Humanities, the Washington Convention and Sports Authority (Events DC), the Board of Education, the University of the District of Columbia, the DC Public Library, the DC State Athletics Commission, the Public Charter School Board and public charter schools, the Office of the People's Counsel, the District of Columbia Water and Sewer Authority (DC Water), the Green Finance Authority, the Health Benefit Exchange Authority, the Not-for-Profit Hospital Corporation, the Contract Appeals Board, the DC Retirement Board, the Office of Employee Appeals, the DC National Guard, the Criminal Justice Coordinating Council, the Office of Police Complaints, the Corrections Information Council, and the Uniform Law Commission.

3. This Order does not apply to the Council of the District of Columbia, Advisory Neighborhood Commissions, or the DC Courts, and agencies and offices subordinate to them.

III. SEXUAL HARASSMENT

A. Through the Human Rights Enhancement Amendment Act of 2022, D.C. Law 24-172, effective September 21, 2022; D.C. Official Code § 2-1402.11(c-2), the Council has, in the employment context, expanded the definition of "harassment" and "sexual harassment" under the D.C. Human Rights Act to provide that sexual harassment includes conduct of a sexual nature, "whether direct or indirect, verbal or nonverbal, that unreasonably alters an individual's terms, conditions, or privileges of employment or has the purpose or effect of creating an intimidating, hostile, or offensive work environment."

B. In addition, sexual harassment includes "sexual advances, requests for sexual favors, or other conduct of a sexual nature where submission to the conduct is made either explicitly or implicitly a term or condition of employment or where submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual's employment." This is sometimes referred to as quid pro quo sexual harassment.

C. In determining whether sexual harassment has taken place, the D.C. Human Rights Act states that "conduct need not be severe or pervasive to constitute harassment" and that "no specific number of incidents or specific level of egregiousness is required."

D. Examples of conduct that can contribute to or constitute sexual harassment or an intimidating, hostile, or offensive work environment include:

1. Sex acts;

2. Display of sexual organs;

3. Using sexually oriented or sexually degrading language describing an individual or their body, clothing, hair, accessories, or sexual experiences;

4. Sexually offensive comments or off-color language, jokes, or innuendo that a reasonable person would consider to be of a sexual nature, or belittling or demeaning to an individual or a group's sex, sexual orientation, or gender identity;

5. "Sexting" or seeking or sending pictures of intimate body parts;

6. Taking or displaying pictures of body parts meant to be covered up (such as "upskirting" pictures);

7. Displaying or disseminating sexually suggestive objects, books, screensavers, magazines, photographs, music, cartoons, or computer internet sites or references;

8. Unnecessary and inappropriate touching or physical contact, such as intentional and repeated brushing against a colleague's body, touching or brushing a colleague's hair or clothing, massages, groping, patting, pinching, or hugging, that a reasonable person would consider to be of a sexual nature;

9. Leering, ogling, or making sexually suggestive gestures or sounds, such as whistling or kissing noises;

10. Making inquiries about someone's private sex life or describing one's own sex life;

11. Workplace sexual comments, conduct, displays and suggestions between two willing parties in the presence of another that are inconsistent with professional workplace norms;

12. Any unwanted repeated contact, including, but not limited to in-person, or telephonic, for romantic or sexual purposes;

13. Giving a preference to someone who is engaged in a dating, romantic, or sexual relationship based on the relationship to the disadvantage of someone who is not engaged in a dating, romantic, or sexual relationship; and

14. Sexual assault, stalking, trapping someone such that they are not free to leave and a sexual encounter is expected or threatened, threats of bodily harm relating to sex or the refusal to have sex, or other crimes related to acts of sexual harassment.

E. Further, the District may treat some conduct of a sexual nature as misconduct, even when it does not rise to the level of unlawful sexual harassment actionable under the D.C. Human Rights Act. As an example, an employee who tends to greet people with a hug may have been warned that the conduct was offensive to some employees and then hugs an employee whom they have not seen in many months. The conduct may not rise to the level of "unreasonably altering the individual's terms, conditions, or privileges of employment," but it could constitute misconduct since they had been warned that some employees associate hugging with unwanted sexual contact that is offensive in the work environment.

IV. DATING, ROMANTIC, AND SEXUAL RELATIONSHIPS IN THE WORKPLACE

A. Prohibitions

1. Prohibitions on certain dating, romantic, or sexual relationships in the workplace exist to prevent real or perceived impropriety, favoritism, conflicts of interest due to power dynamics, control of an employee's assignments and performance reviews, as well as to advance fairness for all other employees, contractors, grantees, and clients. Even consensual dating, romantic, or sexual relationships can generate allegations of favoritism based on sexual relationships or sexual harassment by one of the parties or a third party. Relationships, or aspects of relationships, that may be perceived as consensual by one party may be considered coerced or harassing by the other party due to power dynamics, and relationships that start consensually may evolve into sexual harassment.

2. Subject to the conditions and implementation procedures discussed in this Order, it is now the policy of the District Government that a dating, romantic, or sexual relationship between a supervisor and any employee in the chain of command they supervise – whether supervision is direct or indirect, operational or situational – is prohibited. Note that chain of command in this definition may span agencies or divisions within an agency.

3. In addition, District Government employees shall not initiate a dating, romantic, or sexual relationship with trainees, recruits, or interns, regardless of the employee's assignment in relation to the trainee, recruit, or intern if the employee is in the same agency as the trainee, recruit, or intern.

4. Further, this Order prohibits dating, romantic, and sexual relationships when they are prohibited by applicable professional or ethical standards, such as lawyer-client, doctor-patient, or social worker-client.

5. District Government employees shall not participate personally and substantially in particular matters that affect or could affect the financial interests of someone with whom they are in a dating, romantic, or sexual relationship, whether that person is an employee, grantee, contractor, or client of the agency.

B. Designation of Person or Committee to Resolve Issues Surrounding Workplace Relationships; Existing Relationships

1, By November 17, 2023, District Government agency directors shall designate their own agency human resources agency/officers, another appropriate officer, or an office or committee to receive disclosures of relationships and resolve workplace issues arising from any prohibited dating, romantic, or sexual relationship on a case-by-case basis consistent with this Order; absent such a designation, disclosures shall be made to the Director.

2. By December 8, 2023, existing relationships that fall within the prohibitions of this Order must be disclosed to the designee identified in subsection IV.B.1. of this Order, in the manner specified by their agency or on a form to be created by DCHR, whereupon the situation will be evaluated and a resolution determined.

3. Resolution may involve giving the employees a defined but reasonable time to find a new position where the relationship is not implicated by this Order; shifting reporting structures to take the relationship out of a prohibited status; or establishment of recusal structures when the employees do not work in the same agency or division but they heretofore were in situational or operational chains of command.

4. To the extent adjustments are made in work sites or shifts, reporting structures, job duties or any other factor for one or both of the persons in the relationship, agencies shall endeavor to afford such options on a voluntary basis for all concerned, particularly if an employee not involved in a prohibited relationship is affected by any proposed accommodation of the relationship.

5. If no satisfactory resolution of the prohibited relationship can be reached, the persons in a dating, romantic, or sexual relationship may request a waiver of the provisions of this Order. Waiver requests shall be submitted to the Mayor and shall be accompanied by a recommendation from the agency or agency designee. Waiver requests may include any information relevant to the determination and shall be on a form to be created by the Department of Human Resources ("DCHR").

6. Agencies may make reasonable efforts to assist with a transfer or reassignment, without prejudicing either employee (or any other employee), but it is not the responsibility of the personnel authority or the agency to restructure their agency operations or find a new position for someone in the relationship. No agency is required to grant a request or application for a transfer.

7. Agencies may promulgate regulations or policies consistent with this Order to effect its implementation and to provide consistent treatment for employees facing this situation, though each relationship may pose unique issues. Agencies may also issue rules explaining in more detail for their agencies' employees and contractors how terms such as "dating," "chain of command" and "trainee" are to be interpreted considering their agency's operations. Agencies may prohibit dating, romantic, or sexual relationships with their own clients or clients of the agency or a subset of the agency, as the agency deems appropriate to prevent factual or perceived impropriety or favoritism. For instance, an agency with both social workers and non-licensed employees providing case work to agency clients could extend the ban on dating and sexual relationships with clients to their non-licensed employees, to hold them to the same professional standards as their licensed colleagues.

8. By December 12, 2023, agencies shall report the number of disclosed relationships to the Mayor's Office of Legal Counsel ("MOLC") and the contact information of the person handling requests for accommodation, for consideration by the Sexual Harassment Taskforce.

C. Disclosure of Relationships

1. In addition to the disclosures of existing relationships required by Section IV.B., if by promotion or agency reorganization or other circumstance, two employees in a dating, romantic, or sexual relationship would fall into a prohibited relationship status, their relationship must be disclosed as soon as the possibility of falling into prohibited status is realized by either person in the relationship.

2. If there is a reasonable likelihood that someone would raise a credible charge that there was or could be preferential treatment based on a dating, romantic, or sexual relationship that is not in a chain of command, then the employees involved in the dating, romantic, or sexual relationship must also report their relationship to the person or office designated pursuant to Section IV.B. Such reporting is necessary for consideration of whether additional safeguards are necessary and whether the prohibition on relationships based on situational supervision is implicated.

D. New Relationships

Generally, if two persons in a chain of command wish to begin a dating, romantic, or sexual relationship with each other, one party to the relationship should apply for a transfer or otherwise seek employment that eliminates the supervisory relationship before the relationship begins so that no prohibited relationship commences. For example, a supervisor may be transferred to another supervisory role so that they are not in the chain of command with the other person.

E. Conduct

1. District Government employees in a dating, romantic, or sexual relationship with another District Government employee, or client/customer of their agency, or grantee or contractor of their agency, shall conduct themselves in an appropriate manner while on duty and shall not engage in behavior that detracts from a professional work environment.

2. Any sexual activity at work sites or during an employee's working hours, regardless of location, is prohibited.

F. Violations

A violation of a provision of this Order regarding dating, romantic, or sexual relationships may not constitute sexual harassment as defined above, but an employee who engages in a prohibited relationship under Section IV.A. of this

Order or fails to disclose a relationship that is required to be disclosed shall be subject to appropriate personnel action, up to and including termination.

G. Legal Representation

If legal action is commenced against the District of Columbia and/or a supervisor who engaged in a dating, romantic, or sexual relationship with an employee, or a person engaged in a potentially-conflictual relationship, the existence of the sexual or romantic relationship will be a factor in the District of Columbia's decision to provide legal representation to the supervisor or the employee(s) engaged in a relationship.

V. PROCEDURES FOR STOPPING SEXUAL HARASSMENT; REPORTING AND INVESTIGATING SEXUAL HARASSMENT CLAIMS

A. Employee Obligations

1. District Government employees are bound by the principles set forth in the Code of Conduct at 6B DCMR §§ 1800.2–1800.4 and are expected to act at all times in a manner reflecting their roles as public servants. Depending on an employee's role in the District Government, the obligations regarding the prevention of sexual harassment may differ. "Employees" for the purpose of this Order include contractors engaged by the District Government performing work on behalf of the District similar to that as its employees, such as at District worksites.

2. All employees are obligated to:

a. Refrain from engaging in behavior that constitutes sexually harassing conduct;

b. Refrain from initiating or conducting a prohibited dating, romantic, or sexual relationship as described in Section IV.A. of this Order;

c. Disclose their own dating, romantic, or sexual relationships with other employees if required in Section IV.D. of this Order;

d. Affirm their agreement to comply with this Order;

e. Complete annual sexual harassment training;

f. Cooperate fully in any inquiry or investigation into an alleged violation of this Order; and

g. Refrain from any behavior that may call into question the impartial and harassment-free provision of services to constituents, agency clients or customers, contractors, or grantees.

3. Supervisors should take particular care to avoid conduct that could lead to allegations of sexual harassment, considering time, place, and situations of interactions with employees.

B. Employee Communication

1. To avail themselves of the procedures and protections of this Order, when a District Government employee finds conduct unwelcome, intimidating, or offensive, they may: (a) tell the person who is engaging in offensive or inappropriate sexual conduct to stop and that such conduct is unwelcome; or (b) ask the employee's supervisor, General Counsel, or Sexual Harassment Officer to advise the person that the conduct is offensive and unwelcome; or (c) proceed immediately to file a complaint of sexual harassment under this Order.

2. Employees and others engaged in intervention are encouraged to document all intervention efforts or requests to cease reported inappropriate sexual conduct, including conversations, texts, or email exchanges.

C. Reporting Allegations of Inappropriate Conduct of a Sexual Nature or Sexual Harassment

1. All District Government employees are encouraged to help ensure that District Government workplaces are free of sexual harassment. Employees who know of incidents of inappropriate conduct of a sexual nature, as well as behavior that may create an intimidating, hostile, or offensive work environment, or who are victims of inappropriate conduct of a sexual nature, should report the inappropriate conduct.

2. Employees may report to the Sexual Harassment Officer ("SHO") of their agency or any other agency, or the supervisor or manager of the employee engaging in inappropriate conduct, to their own supervisor, or to the agency General Counsel. Contractors, grantees, and customers of agencies may report allegations of inappropriate conduct of a sexual nature to the SHO of the relevant agency or any other agency, the relevant agency's General Counsel, the supervisor of the employee who engaged in the alleged inappropriate conduct, or their grant or contract administrator.

3. Allegations of sexual harassment against the Mayor, City Administrator, Mayor's Chief of Staff, Mayor's Senior Advisor, Director of the MOLC, any Deputy Mayor, or any official who directly reports to the Mayor, shall be referred to the Inspector General to determine if the allegation is credible, in which case it shall be referred for independent investigation. Such investigations shall be carried out by an entity outside the District Government and those reports shall be provided to MOLC (or the City Administrator if the allegation is against the Director of the MOLC) and the Inspector General.

D. Agency Responsibilities

1. Sexual Harassment Officers ("SHOs") and Investigations

a. Each Deputy Mayor's Office and each agency shall designate a primary SHO and an alternate SHO and shall update the designations, as needed, on an ongoing basis. Each agency shall provide the names of its SHOs to DCHR, and DCHR shall maintain a current District-wide list of agency SHOs. Further, pursuant to D.C. Official Code § 1-546.01(2), SHOs shall be registered with the Office of Human Rights ("OHR").

b. SHOs shall be trained and qualified to serve. To be qualified to serve as a SHO, individuals must have taken and continue to take annual training provided by DCHR and OHR. SHOs may but are not required to be an agency's Equal Employment Opportunity ("EEO") officer, or human resources manager; they must be competent in EEO laws and be designated by the agency to accept sexual harassment complaints and to review and investigate claims. SHOs need not be attorneys.

c. The primary and alternate SHOs for a smaller agency may be employees of another agency (i.e., the SHO of a larger agency may serve as the SHO for a smaller agency). An agency of any size may also obtain assistance from another agency's SHO in handling a particular investigation, including having another agency's SHO carry out an investigation, where there is a possibility of the appearance of a conflict of interest, or for administrative convenience. For the purposes of this Order, a smaller agency availing itself of this option will still be referred to as the "agency."

d. A person seeking to report a violation of this Order may file with any agency SHO, not solely the SHO at their agency or the agency at which the alleged sexual harassment occurred. Persons filing complaints, however, are not entitled to have the investigation conducted by the person of their choosing.

e. If a complaint is reported to someone other than the SHO, the person receiving the complaint must notify the agency SHO, unless giving notice would raise conflict of interest concerns, in which case the person must notify the agency General Counsel.

f. Unless the complaint is against the agency General Counsel, the SHO shall immediately notify the agency's General Counsel of the complaint, and the General Counsel shall thereafter notify the Mayor's Office of Legal Counsel ("MOLC"). The SHO may consult with the agency's General Counsel, or the General Counsel's designee, for legal guidance on conducting the investigation and shall notify the General Counsel of any issue that may require higher-level support. If the complaint is against the General Counsel, the SHO shall notify the MOLC directly.

g. SHOs should review DCHR's SHO training materials before initiating an investigation. DCHR has training materials on duties to inform the bargaining unit, the right to union representation during investigatory questioning, assessing credibility, unconscious bias, conducting interviews, gathering evidence, protecting confidentiality, preservation of evidence, when to stop an investigation and refer a matter for criminal investigation and more.

h. The primary function of a SHO is to accept complaints alleging violations of this Order and to gather, investigate and review the factual basis of the claim(s). SHOs may corroborate or refute factual allegations; SHOs may provide impressions and evidence regarding the credibility of witnesses. They weigh such evidence and may take into account their impressions of the credibility of witnesses. Ultimately, SHOs make and submit to the appropriate agency Director recommended determinations of whether the allegations are substantiated or are not substantiated. They are not to make legal conclusions about whether sexual harassment occurred.

i. Investigations of allegations of inappropriate conduct of a sexual nature shall be conducted, and the associated investigation report completed, as soon as practicable, within sixty (60) days after the filing of the report of the alleged sexual harassment, absent unusual circumstances.

j. The investigative report shall include a description of the allegations, a description of the SHO's investigation, a description of the evidence adduced by the SHO, and the SHO's recommended determination as to whether the allegations were substantiated. The SHO shall transmit the report to the Director or agency Director's designee and General Counsel of the agency where the alleged harasser is employed.

2. Interim Remedial Actions

a. Pending the completion of the SHO investigation and report, the issuance of the agency report, and the imposition of any disciplinary action, and to protect the rights of the alleged victim as well as the alleged harasser, the agency may take temporary personnel actions that do not result in any adverse employment action to either party.

b. When an agency becomes aware of an allegation of misconduct of a sexual nature, the agency shall notify the alleged harasser of the reported behavior and may demand that the alleged behavior cease immediately and not be repeated.

c. The agency shall take such other remedial steps as it deems appropriate to mitigate the possibility of the alleged harassing conduct continuing.

d. Interim remedial actions are administrative rather than disciplinary and may include, but are not limited to, transfers, reassignment of duty station, changed shifts, duties or reporting requirements, mandatory administrative leave with pay, or other appropriate measures that do not result in reduction of pay, demotion in title or responsibility, or other loss of employee benefits. In general, the agency should avoid moving the alleged victim or changing the alleged victim's shift, or taking similar action affecting the alleged victim, unless the alleged victim requests the action; if the agency takes such an action absent a request from the alleged victim, the agency should make clear to the alleged victim that the action is being taken in pursuit of an effective and prompt stop to any alleged harassment, and not in retaliation for reporting the alleged harassment.

e. Personnel authorities are encouraged to find alternative, reasonably comparable placement during the pendency of an investigation for the accuser or accused in lieu of administrative leave with pay, where possible and if consistent with any collective bargaining agreements.

3. Post-SHO Investigation Agency Actions

a. The agency Director or agency Director's designee may reject a SHO report and return it to the SHO for further investigation, information, documentation, or analysis if the agency Director or designee

considers the report to be incomplete, inadequate, or otherwise unacceptable.

b. If the report is not rejected, the agency Director, or the agency Director's designee, within fourteen (14) days of receiving the SHO's report, shall issue an agency report that accepts, modifies, or rejects the SHO's findings and substantiation recommendations, describes the rationale for any such modifications or rejections, and makes conclusions as to whether the substantiated allegations constitute a violation of this Order. The SHO report shall be included as an attachment to the agency Director or designee's report. The agency Director or designee shall consult with the agency's General Counsel during the preparation of the report regarding relevant legal standards or other legal issues.

c. If the report determines that a violation of this Order has occurred, the report shall be submitted to the agency's human resource officer for appropriate disciplinary action, up to and including termination. The agency shall require that any employee found to have violated this Order whose employment is not terminated must attend mandatory sexual harassment training within sixty (60) days after the issuance of the agency report.

d. The agency must provide the employee and the alleged harasser with a summary written notification of its findings and conclusions (final agency decision) after the sixty (60) day period and shall convey the same to MOLC within five (5) days after it is issued. The notice shall include a description of each allegation and the agency's determination as to whether the allegations were substantiated or were unsubstantiated. Such notice shall not include summaries of witness interviews, credibility determinations, or legal analysis; the notice is a simple recitation of the allegations and the determination as to whether the allegations were substantiated or were unsubstantiated.

e. Any conclusion in the SHO or Director's report that a violation of this Order occurred does not constitute a final legal conclusion that sexual harassment under the D.C. Human Rights Act or federal law occurred. Conversely, a finding that was not substantiated is not a legal conclusion that no violation of the D.C. Human Rights Act or federal law occurred.

f. Consistent with norms regarding the privacy of personnel actions, the complaining party shall not be informed of any disciplinary actions against the alleged harasser.

g. Regardless of whether a complaint has been substantiated, relevant staff, including the General Counsel, are authorized to work together to advise the Director or deciding official as to whether to recommend or implement personnel actions or management procedures to reduce the possibility of reoccurrence of any inappropriate behavior or behavior that poses risks for the District. Any meetings among the General Counsel, human resources staff, and agency management shall endeavor to preserve the confidentiality of the complaint generating the meeting or consultation to the greatest extent possible.

4. Communicating the Order: Orientation, Pledges, Training, and Notifications

a. The personnel authority shall circulate this Order to all new hires during their orientation, shall give each new hire time to read a summary of the Order during orientation, and shall obtain a signed verification that the new employee has read the summary and pledges not to engage in sexual harassment or any other conduct that violates the rules prohibiting sexually harassing behavior, certain dating, romantic, or sexual relationships, and requiring disclosure of certain relationships. Agencies with supplemental orders relating to sexual harassment shall provide those orders, too, to onboarding employees.

b. When individual contractors are working inside an agency in a manner akin to a District Government employee, the agency or the supervising contractor shall obtain signatures from individuals during onboarding orientations affirming their agreement to abide by this Order.

c. New employees shall take a course on sexual harassment as part of the on-boarding process and in no event more than fourteen (14) days after being on-boarded. Agencies shall by December 11, 2023

circulate this Order to all current employees.

d. Agencies shall follow up to provide delivery to difficult-to-reach employees, including employees on leave and work-related travel. Agencies are responsible for confirming that each employee has received this Order by email, verification through Peoplesoft, or return of a signed copy.

e. By December 11, 2023, each agency shall email the names of the agency's primary and alternate SHOs to all its employees and shall send reminders or updates of who the agency's SHOs are at least annually to agency employees.

f. Each agency shall prominently post notices in conspicuous locations accessible and used by a substantial number of agency employees, identifying the agency SHO and Alternate SHO, how to report sexual harassment, and that sexual harassment investigations are to be kept confidential to the greatest possible extent consistent with their investigation and resolution. Agencies shall post the notices no later than thirty (30) days after receipt of the template notice from the Office of Human Rights required by Section V.K. of this Order.

g. Agencies shall take a digital photograph of each posting and transmit it to the SHO program coordinator at DCHR with a description of the location at the time of each posting.

h. Individuals and entities entering into contract or grant agreements with the District Government must affirm that they will abide by the D.C. Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR § 1100 et seq.

i. District agencies drafting contracts and grants shall require such affirmations as part of the contract or grant agreement.

E. Employee Responsibility to Participate in Agency Investigations

1. District Government employees are required to cooperate fully in a SHO or independent investigation of a workplace sexual harassment complaint.

2. If an employee who alleges sexual harassment or is believed to have been the victim of sexual harassment declines to assist and/or participate in the investigation of the allegation, or requests the agency not conduct an investigation, the agency may on its own initiative investigate or refer the matter for investigation.

3. Employees who were not themselves victimized, who, after a direct request by the SHO or other investigator, decline to participate in a sexual harassment investigation, may be subject to disciplinary action.

4. Any consideration of whether to recommend disciplinary action for failure to cooperate in an investigation on the part of an alleged victim requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

F. Discipline for Making False Statements or Representations

1. Making materially false statements, and misrepresentation, falsification or concealment of material facts or records in an investigation of allegations of sexual harassment is conduct warranting disciplinary action, up to and including termination.

2. Consideration of whether to recommend disciplinary action against an employee who is also the alleged victim of sexual harassment requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

G. Discipline after a Finding of Sexual Misconduct or Harassment

The agency shall recommend appropriate disciplinary action, such as described in Section 1607.2(k) of the District Personnel Manual, 6B DCMR § 1607.2(k), up to and including termination of any employee found to have engaged

in sexual misconduct or sexual harassment as defined in Section III of this Order.

H. Rights of the Alleged Harasser

Persons accused of sexual harassment deserve the full protections afforded to them under the law in administrative matters, including, but not limited to, the right to respond to allegations of sexual harassment; to counsel and representation, including a union representative or other representative of their choosing, and including the presumption of innocence, unless and until there is a finding of harassment after an investigation by the agency or where appropriate, OHR. The right to counsel does not include the right to have counsel paid for by the government.

I. DCHR Responsibilities

1. DCHR shall quarterly reach out to all designated primary and alternate SHOs to confirm that they continue to serve in those roles. If DCHR is unable to reach a designated SHO or to confirm that the individual still serves as the agency's primary or alternate SHO, DCHR shall work with the agency to identify a new primary or alternate SHO for the agency. DCHR shall post a list of agency SHOs on its website and update it as necessary.

2. DCHR shall develop reporting forms for disclosure of dating, romantic, and sexual relationships and for applications for waivers of the prohibition on relationships in the chain of command.

3. DCHR shall work with agencies to verify that all employees have completed the annual training on sexual harassment required by Section V.A.1.e. of this Order.

4. DCHR, working with the Office of the Chief Technology Officer, shall create a means through Peoplesoft for employees to acknowledge their receipt of the Order and agreement to comply with its provisions.

5. DCHR, in consultation with OHR, shall review, update, and provide training materials for agency SHOs, including training on investigative techniques.

6. DCHR shall establish qualification standards for SHOs and verify each SHO's qualification to serve as a SHO.

7. DCHR, in consultation with OHR and the Sexual Harassment Task Force, shall create and disseminate training and collateral materials on this Order, the sexual harassment provisions of the D.C. Human Rights Act, and other sexual harassment law and policy, to all agencies under the direct authority of the Mayor and to such independent agencies as may request access to DCHR materials. The training and collateral materials should be tailored to employees in various roles, such as senior officials, managers, attorneys, human resources personnel, and new or existing employees, and should take into account that many District Government employees work primarily in the community and may not have regular access to computer-based training modules.

J. Office of Human Rights (OHR)

1. OHR shall develop training for EEO officers on the standards of the D.C. Human Rights Act, including the changes made by the Human Rights Enhancement Amendment Act of 2022.

2. OHR shall provide consultative services to DCHR and the Sexual Harassment Task Force in creating and disseminating training and collateral materials on this Order, the sexual harassment provisions of the D.C. Human Rights Act, and other sexual harassment law and policy, to all agencies.

3. OHR shall provide a template notice to agencies for agencies to post where the agencies can fill in the name of their SHO and alternate SHO and providing basic information on the prohibition against sexual harassment, how to report, and confidentiality, pursuant to Section V.E.4.d. of this Order.

VI. PROHIBITION AGAINST RETALIATION

A. Retaliation Prohibited

Retaliating against a District Government employee for reporting or filing a claim of sexual harassment, assisting another person in reporting or asserting a claim of sexual harassment, opposing sexual harassment, acting as a witness in a sexual harassment investigation, refusing to follow orders that would result in sexual harassment, intervening to protect others from sexual harassment or advances, or challenging an allegation of sexual harassment, is strictly prohibited. Employees shall not be penalized as a result of their assertion of their rights under the D.C. Human Rights Act or providing truthful information in connection with an investigation (whether on behalf of a complainant or a respondent). Retaliatory behavior may include, but is not limited to, unwarranted reprimands, unfairly downgrading personnel evaluations, transfers to less desirable positions, verbal, or physical abuse, and altered and more inconvenient work schedules. Employees found to have engaged in retaliatory behavior shall be recommended for appropriate disciplinary action, up to and including termination.

B. Process for Alleging Retaliation

Claims of retaliation are generally beyond the scope of the investigatory authority of agency SHOs because SHOs may not be trained in assessing the legality or validity of managerial decisions such as evaluations and assignments and investigations into retaliation would be difficult to conduct in the rapid timeframe set forth in this Order. Employees who believe they have been retaliated against must file a complaint with an EEO Counselor within one hundred and eighty (180) days of the alleged retaliation and subsequently file a complaint with OHR within fifteen (15) days of receipt of the Exit Letter if the employee is not satisfied with the outcome of EEO counseling.

VII. LIMITS

Lodging a complaint regarding sexual harassment does not shield an employee from all discipline or discharge. Agencies may discipline or separate a complainant if the agency is motivated by non-retaliatory and non-discriminatory reasons that would otherwise result in such discipline or separation.

VIII. CONFIDENTIALITY

A. Protecting confidentiality is critical to encouraging victims of sexual harassment to come forth and share their stories. It encourages witness cooperation and protects the reputations of those involved. For those reasons, SHO investigations should be kept confidential.

B. Confidentiality is not absolute. SHOs must disclose information to the alleged harasser for the alleged harasser to have a full and fair opportunity to respond. SHOs may have to disclose information to witnesses to gather more information from them. SHOs must keep agency General Counsels updated for reporting purposes and for investigation support purposes. SHOs also may have to disclose criminal conduct or threats to law enforcement. SHOs should not make pledges of total confidentiality.

C. Investigative reports are confidential, highly private, and deliberative and shall not be released without a court order. Neither the complainant nor the alleged harasser shall be provided with a copy of the investigative report.

D. SHOs, the agency, and MOLC shall take all reasonable steps to ensure that no information contained in the complaint file is disseminated except in furtherance of the investigation; for entry into E-risk or another risk management system; to assist in resolution of the allegations; as necessary for execution of any consequences stemming from the investigation; when lawfully released; or when required by court order.

IX. TIMELY FILING AND STATUTE OF LIMITATIONS

Complaints of sexual harassment shall be reported as promptly as possible. Agencies should investigate alleged acts of sexual harassment beyond the legal statute of limitations, or deadlines otherwise provided by regulation or collective bargaining agreement, taking into consideration the sensitive nature of the alleged offense, the pressure the complainant may have felt not to report the conduct, when the victim became aware of behavior that was not immediately apparent, or a pattern of harassing behavior that developed over time. Some remedies or sanctions may be unavailable due to delays in filing, but even delayed investigations may yield information to the agency in its ongoing efforts to prevent and remediate sexual harassment or may add to the credibility of similar, future allegations should a pattern emerge of allegations against a particular person or practice.

X. RECORDS

A. Agencies shall maintain records of complaints and investigations conducted for three (3) years from the date of the complaint.

B. For each fiscal year, each agency shall track how many complaints of sexual harassment were made by the agency's employees; were made about its agency employees by customers/clients of the agency; grantees or contractors of the agency, and how many complaints were made of sexual harassment of the agency's employees by customers/clients, grantees or contractors, or members of the public during the agency's duties.

C. In addition to the number of complaints, agencies shall track how many matters were investigated; were resolved by mediation; were substantiated; were deemed unsubstantiated; resulted in administrative or disciplinary action against one or more individuals determined to have violated this Order or sexually harassed the complainant; have resulted in legal action; have resulted in a settlement (including the amount of any financial settlement); and how many are pending. Pursuant to the Sexual Harassment Data Collection Act, annual fiscal year data required to be produced under D.C. Official Code § 1-546.02 shall be transmitted to the Office of Human Rights on or before October 15 of each year.

D. Centralized reporting, however, should be ongoing, and agencies are directed to submit such interim, monthly, or quarterly reports as may be requested by DCHR, the MOLC, OHR, or the Sexual Harassment Task Force, and to enter incidents into E-Risk as directed.

E. Any warnings to an employee(s) to halt a particular type of behavior – whether generally or as to a particular employee(s) – shall be recorded and transmitted to the agency's human resource office and to the Mayor's Office of Legal Counsel. In the context of addressing complaints of sexual harassment, any other interventions made for an employee, customer/client, grantee or contractor shall also be recorded, whether or not they arose from an informal counseling session, a complaint of sexual harassment, a complaint regarding behavior in a dating, romantic, or sexual relationship, anonymous report, or any other means.

XI. CONCURRENT REMEDIES AND JURISDICTION

A. Non-Exclusivity of Remedies

This policy is intended to supplement or be an alternative to other processes that allow persons to complain of sexual harassment. The procedures established by this Order are separate and distinct from other options persons with grievances relating to sexual harassment may have, through the Office of Human Rights, the Equal Employment Opportunity Commission, any grievance procedure available under their collective bargaining agreement, ethics complaint and investigation processes administered by the Board of Ethics and Government Accountability, or any other statutory or regulatory complaint process. Filing a complaint under this Order does not stay or delay any filing deadlines in any other forum.

B. Filing a Formal Complaint with the Office of Human Rights

In addition to pursuing action within the agency, an alleged victim of sexual harassment, or a person acting on the victim's behalf with or without the victim's consent, may report a sexual harassment claim within one year of the alleged harassment or its discovery to OHR using its Intake Questionnaire Form. EEO counseling is not required prior to the filing of a complaint with OHR.

C. Filing a Complaint with the Equal Employment Opportunity Commission

Some complaints may fall within the jurisdiction of the federal Equal Employment Opportunity Commission.

D. Relationship and Remedies under Negotiated Grievance Claims

Filing a report or complaint under this policy does not satisfy the requirements for filing a negotiated grievance and obtaining remedies under a collective bargaining agreement, nor does the complaint under this Order delay the

time limits for initiating such a procedure. To pursue a negotiated grievance claim, the employee should file a grievance in accordance with the provisions of the applicable collective bargaining agreement.

E. Criminal Remedies and Referrals

1. Where there is an allegation of criminal misconduct, including for example, sexual assault, kidnapping, stalking, or a threat to do bodily harm, the agency may, after consulting its General Counsel, place the victim and/or the alleged harasser on administrative leave with pay pending final administrative resolution of the complaint or any criminal proceeding.

2. The complainant at his or her choice may report the alleged criminal violation to a law enforcement agency, including the Metropolitan Police Department ("MPD"). Where a criminal violation occurred, the agency shall recommend discipline of the perpetrator up to, and including, termination.

3. While it is generally the alleged victim's decision to report sexual harassment offenses for possible criminal prosecution, if during an investigation the agency uncovers evidence of ongoing crimes (such as sexual extortion of beneficiaries of government services) or criminal activity collateral to or extending beyond the reported allegations of sexual harassment, such as gun-related offenses, the agency shall notify law enforcement.

F. Crime Victim Hotline

The agency shall also remind complainants of sexual assault or other possible crimes of the existence of the DC Victim Hotline. The hotline, 1-844-443-5732, is available 24/7 by telephone, text, or online chat to seamlessly connect victims of crime to free resources to help them navigate the physical, financial, legal, and emotional repercussions of crime. Through the hotline, victims may be matched with an advocate who can help them decide whether to pursue a matter through the criminal justice process.

G. Courts of Law

This Mayor's Order is directed towards preventing and remedying sexual harassment in District Government operations and it does not preclude complainants from obtaining counsel and pursuing any remedies they may have in courts of law. The options discussed in this Order do not constitute legal advice; deadlines for filing, procedures, and substantive offenses or remedies may change over time.

XII. APPLICABILITY OF PERSONNEL RULES

Any proposed personnel action instituted under this Order is subject to the regulations set forth in the District of Columbia Personnel Manual at Title 6B of the District of Columbia Municipal Regulations.

XIII. SEXUAL HARASSMENT TASK FORCE

A. There is hereby established the Sexual Harassment Task Force as an internal task force comprised of representatives of the Office of Human Rights, the Mayor's Office of General Counsel, the Department of Human Resources, the Assistant City Administrator, and the Mayor's Office of Legal Counsel, as designated by the head of each office, and such other individuals as these members may invite to serve as additional members of the task force. The task force shall meet from time to time to develop and advise on trainings, make recommendations about needed policies, review draft regulations, and otherwise take action or recommend measures to fulfill the intent of this Order: including to reduce the incidence of sexual harassment, train employees on what to do when faced with inappropriate workplace conduct, including harassment, and provide additional, effective procedures for addressing inappropriate conduct of a sexual nature. The task force may invite experts and other individuals to participate in the meetings and deliberations of the task force.

B. The Sexual Harassment Task Force shall, no later than May 1, 2024, make recommendations in the following areas and shall provide such recommendations to the appropriate agencies with authority to carry out the

recommendations or make final decisions regarding them. The recommendations need not be in the form of a report and may remain deliberative discussion items until finalized and accepted:

1. Communications to District Government employees about the District's sexual harassment policies;

2. Updates to required trainings for SHOs and agency General Counsels;

3. Recommendations for building a workplace free from sexual harassment;

4. Any recommended adjustments to prohibitions and disclosures regarding dating, romantic, and sexual relationships; and

5. The performance and progress by the agencies named in this Order in completing the responsibilities assigned to them.

XIV. SUPERSESSION

This Order supersedes Mayor's Order 2017-313 and any other provision of a previous Mayor's Order or practice pursuant to that Mayor's Order, to the extent of any inconsistency.

XV. EFFECTIVE DATE: This Order shall become effective November 10, 2023.

_____

MURIEL BOWSER

MAYOR

ATTEST: _____

KIMBERLY A. BASSETT

SECRETARY OF STATE OF THE DISTRICT OF COLUMBIA

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Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director		10/15/25
2. Chris Earley, Deputy Director	CEE	10/16/25
3. Julia Wiley, General Counsel	JW	10/9/25
4. Bill Winston, Associate Director of Community Services	WW	10/2/25
5. Granville M. Woodson, Program Analyst	GMW	9/30/2025
6.		

SUBJECT: Lydia House Grant Agreement (Housing Counseling)

Director's Comments:

Action

APPROVAL	CIRCULATE	CORRECTION	FILE	FYI	INVITATION	MEETING	SIGNATURE
☒	☐	☐	☐	☐	☐	☐	☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Lydia's House $400,000.00 Grant #2025-07

Originating Office

FROM: G. Woodson	TELEPHONE NUMBER:
DATE: 9/30/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE:

OFFICE OF THE DIRECTOR
OCT 16 '25 AM10:29

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

10/2/25 #138

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

OCT 16 2025

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Granville M. Woodson
Program Analyst

Date: September 30, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division request execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Lydia's House**
ACTIVITIES FUNDED:	**Housing Counseling**
GRANT AMOUNT:	**$400,000.00**
ATTACHMENTS:	**FY25 Executed Grant Agreement #2025-07** **FY26 Modification Agreement #2025-07** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-07
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

MODIFICATION OF GRANT AGREEMENT
BY AND BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
AND
LYDIA'S HOUSE IN SOUTHEAST

This Modification of Grant Agreement (the **"Modification"**) is entered into as of the 16 day of October 2025, (**"Effective Date"**), by and between the **District of Columbia**, a municipal corporation (hereinafter sometimes referred to as the **"District"**), acting by and through the District of Columbia Department of Housing and Community Development (hereinafter referred to as the **"Grantor"** or **"DHCD"**), and **Lydia's House in Southeast** [Entity Identifier HA5MFJL1PBF6], a non-profit corporation organized and existing under the laws of the District of Columbia, (hereinafter sometimes referred to as the **"Grantee"**) with its principal place of business at 4101 Martin Luther King Jr. Ave SE, Washington, DC 20032. The Grantor and Grantee shall be together referred to as the "Parties."

RECITALS:

1. DHCD, with offices at 1909 Martin Luther King, Jr. Avenue, SE, Washington, DC, 20020, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program pursuant to the District of Columbia Community Development Act of 1975 (D.C. Official Code § 6-1001 *et seq.*) and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Parties entered into a Grant Agreement (DHCD Contract No. 2025-07) **("Grant Agreement or "Agreement")** effective on February 1, 2025, that memorialized a funding award to Grantee derived from the District's Community Development Block Grant Program ("CDBG") Grant allocation for the purpose of providing a range of HUD housing counseling services that benefit low and moderate-income persons in the District of Columbia for the period from February 1, 2025 through December 31, 2025. (**"Grant Term"**). The Grant Agreement is attached hereto as ***Exhibit A*** and incorporated herein.

3. Section III.C. of the Grant Agreement included an erroneous statement regarding immigration status of Grant services beneficiaries.

4. Pursuant to Section XXII. of the Agreement, the Parties desire to amend the Agreement to correct that erroneous statement and for other purposes.

NOW, THEREFORE, in consideration of the mutual agreements of the Parties set forth herein, the Parties hereby agree as follows:

1. The above recitals are hereby incorporated and made a part of this Amendment.

2. Capitalized terms used in this Amendment that are not defined herein shall have the meanings given to such terms in the Grant Agreement.

3. **Section III. Grant Award Subsection C. Paragraph 1**
The second sentence, to include footnote 5 for a Housing Counseling Services Grant or footnote 7 for a Small Business Services Grant is deleted. **This change is retroactive to the Grant Effective Date.**

4. **Section IV. Grant Term and Periods of Performance**
The Grant term and Periods of Performance are revised. The text in the first paragraph of Section IV. is deleted and replaced with the following text:

*The term of this Agreement shall commence on the Effective Date and continue through September 30, 2026 (**"Grant Term"** or **"Term"**). There are two Performance Periods during this Term. The first Performance Period begins on the Effective Date and ends on September 30, 2025. The second Performance Period begins on October 1, 2025, and ends on September 30, 2026.*

5. **Section III. Grant Award** is amended to add a new subsection B. to read as follows:

*B. The Grant Award is amended to authorize a budget for Grant services to be provided during the Performance Period that begins October 1, 2025, and ends on September 30, 2026. (**"FY 2026 or FY 26"**). Total Grant authority in FY 26 shall not exceed **Four Hundred Thousand Dollars and No Cents [$400,000.]**.*

The FY 2026 Grant funding is allocated as follows:

Sources and Uses of Funds:

Non-Public Service ("NPS") [CDBG EN]	*$ 65,000.*
NRSAs Ward 7 and Ward 8 [CDBG EN]	*$335,000.*
TOTAL CDBG [EN]	*$400,000.*
TOTAL AWARD [All Sources]	*$400,000.*

Notwithstanding the designated source of funds, the Grantor reserves the right to provide funding from another source(s). In all cases, applicable Federal and District laws and regulations shall apply regardless of the source.

The FY 26 funds will be used to fund a range of services which HUD has defined as (insert one of the following)

- ***Housing Counseling Services: Public Services and Non-Public Services provided by a HUD Approved Counseling Agency ("HCA").***

The specific Grant activities are described in ***Exhibit B*** *attached hereto, which includes:*
(a) the Statement of Work,
(b) The Grantor approved Workplan

(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as ***Exhibit C****. and incorporated herein. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.*

6. The Parties agree that this Modification does not otherwise affect or impair their obligations under the Grant Agreement, and all terms, conditions and obligations of the Grant Agreement, not amended herein, shall continue in full force and effect as prescribed in the Grant Agreement.

7. This Modification shall be binding upon and inure to the benefit of the Parties to this Agreement and to their successors and assigns and continue so long as the Grant Agreement is effective.

8. Grantor and Grantee agree that if any of the terms and conditions contained herein shall contradict any of the terms and conditions in the Grant Agreement, the terms and conditions contained herein shall prevail.

IN WITNESS WHEREOF, the Parties have executed this Modification by and through their duly constituted and authorized officers and agents on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-07
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

GRANTOR SIGNATURE PAGE

DISTRICT OF COLUMBIA, a municipal corporation acting by and through the Department of Housing and Community Development

By: _____
Colleen Green
Director

10/16/25
Date

Legal Review:

By: Julia H Wiley
Office of the General Counsel
Department of Housing
and Community Development

Date: 10/9/25

DHCD Contract No. 2025-07
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

GRANTEE SIGNATURE PAGE

LYDIA'S HOUSE IN SOUTHEAST
a District of Columbia nonprofit corporation

By: _____
Cliff M. Beckford
Executive Director

10/20/2025
Date

DHCD Contract No. 2025-07
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT A

FY 2025 Grant Agreement

DHCD Contract No. 2025-07
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT B

FY 2026 Statement of Work
and
Workplan

DHCD Contract No. 2025-07
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT C

FY 2026 Budget

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education, and training services to support DHCD's housing programs and initiatives and promote compliance with District housing regulations. All the services are intended to empower potential homeowners, actual homeowners, and tenants to preserve affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership, (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner-occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached work plan and performance measures. Marketing and outreach for the services provided is an activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals, and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of this service, the Grantee shall conduct a complete needs assessment of everyone based on (a) the initial request for housing counseling, (b) the Grantee's additional knowledge of the individual, and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow-up and conduct a final assessment of the services' impact. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program

FY25 Housing Counseling Services Workplan

Organization Name:	Lydia's House in Southeast
Grant Number:	2025-07

Performance Period: 10/1/2025 to 09/30/2026

RFA Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	NRSA Ward 7 & 8 All Services	Total
A1	HUD Housing Counseling	20	Number of First Time Homebuyers Purchasing Homes	Public Service or NRSA		$0.00	$107,519.06	$107,519.06
A1		750	Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		750	Number of 1:1 Counseling Sessions (Budget & Credit)					
A1		1000	Number of unduplicated households					
A1		150	Number of 1:1 Homebuyer Counseling Sessions					
A1		800	Number of unduplicated households					
A2	8-Hour Homebuyer Class	12	Number of 8-hour Homebuyer Education Classes	Public Service or NRSA		$0.00	$97,598.19	$97,598.19
A2		700	Number of Attendees of 8-hour Homebuyer Classes					
A2		700	Number of DHCD Certificates Issued					
A3	HPAP (EAHP/NEAHP)	12	Number of HPAP Pre Purchase Orientations conducted	Non-Public Service or NRSA		$48,486.47	$42,506.35	$90,992.82
A3	(NPS ONLY)	400	Number of Attendees at HPAP Orientations					
A3		125	Number of Files submitted to HPAP Administrators					
A3		350	Number of 1:1 HPAP Counseling Sessions					
A3		350	Number of unduplicated households					
A4	IZ/ADU Orientations	20	Number of IZ Orientations Conducted	Public Service or NRSA		$0.00	$37,830.65	$37,830.65
A4		1500	Number of Attendees at IZ Orientations					
A4		1500	Number of DHCD Certificates Issued					
A5	IZ/ADU Income Certifications	0	Number of IZ/ADU Income Certifications completed	Public Service or NRSA		$0.00	$0.00	$0.00
A6	PADD	0	Number of PADD group training/coaching	Public Service or NRSA		$0.00	$0.00	$0.00
A6		0	Number of Attendees at PADD group training					
A6		0	Number of 1:1 PADD sessions (if applicable)					
A6		0	Number of unduplicated households receiving 1:1 PADD sessions					
A6		0	Number of PADD Income Certifications					
A7	General Housing Services & Information (Group Training)	6	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)	Public Service or NRSA		$0.00	$17,852.67	$17,852.67
A7		90	Number of Attendees at Financial Literacy Trainings					
A7		0	Number of Homebuyer Clubs Meetings					
A7		0	Total of Attendees at Homebuer Club Meetings					
A7		0	Number of group trainings or workshops not reported in other categories					
A7		0	Number of Attendes at group trainings or workshops not reported in other categories					
B10	Eviction Counseling	0	Number of Eviction workshops	Public Service or NRSA		$0.00	$0.00	$0.00
B10		0	Number of Attendees at Eviction workshops					
B10		0	1:1 Eviction Counseling					
B10		0	Unduplicated households 1:1 Eviction Counseling					
B10		0	Number referred to Attorney(s) for Legal Services					
B10		0	Number of 1:1 Attorney Consultations (Law Firm Subrecipients Only)					
B10		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecipients Only)					
B10		0	Number Evictions Prevented					
B11	SFRR	8	Number of SFRRP Orientations conducted (required)	Public Service or NRSA			$17,852.67	$17,852.67
B11		100	Number of 1:1 Intake sessions					
B11		100	Number of unduplicated households					
B11		40	Number of complete applications submitted in SFRRP Portal					
B12	Legal Services for Seniors, Coops and Condos	0	Senior households receiving legal services	Public Service or NRSA				$0.00
B12	(Law Firm Subrecipients Only)	0	Coop Associations receiving legal services					
B12		0	Condo Associations receiving legal services					
B12		0	Number of Pro Bono Legal Services Recruited and Retained					
B12		0	Number of Trainings for Law Firms (Trainings)					
B12		0	Number of Attendees at trainings for Law Firms (Attendees)					
B12		0	Number of new partnerships initiated					
B12		0	Total Number of Trainings to and work with Pro Bono Provided					
B12		0	Number of outreach presentations conducted					
B12		0	Number of outreach activities conducted					
B12		0	Number of Senior Households that received Legal Counsel or Consultation					
B12		0	Number of Senior households that received Legal Representation					
B12		0	# of clients helped with Schedule H					
B12		0	# of clients helped with life planning docs					
B12		0	# pro bono attorneys engaged in housing-related matters					
B12		0	# veterans receiving legal counsel/advice					
B13	Technical Assistance for Co-Ops and Condo Associations	0	Number of Co-Op Associations receiving Technical Assistance	Public Service or NRSA				$0.00
B13	Coops	0	Number of Action Plans written for Co-Op Associations					
B13	Coops	0	Number of Successful Outcomes for Co-Op Associations					
B13	Coops	0	Number of Asset Management Improvement Services Provided for Co-Op					
B13	Coops	0	Number of Asset Management Tactical Support Services Provided to Co-Op					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Legal Assistant Services provided to Distressed Co-Op Associations					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Organization Sustainability Tactical Support Services Provided to Co-Ops					
B13	Coops	0	Number of Ownership Education Sessions provided to different ownership models including shared equity					
B13	Coops	0	Number of Relocation Plans completed and accepted for Co-Ops					
B13	Coops	0	Numbers of Trainings on Board Operations Governance & Management to Co-ops					
B13	Coops	0	Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management					
B13	Coops	0	Number of written Asset Management & Sustainability Plans for Co-Ops					
B13	Condos	0	Number of Condo Associations receiving Technical Assistance					
B13	Condos	0	Number of Action Plans written for Condo Associations					
B13	Condos	0	Number of Successful Outcomes for Condo Associations					
B13	Condos	0	Number of Asset Management Improvement Services Provided for Condo					
B13	Condos	0	Number of Annual Survey of Clients (interactive) to gauge success and appropriate methodologies completed for Condo					
B13	Condos	0	Number of Asset Management Tactical Support Services Provided to Condo					
B13	Condos	0	Number of Legal Assistant Services provided to Distressed Condo Associations					
B13	Condos	0	Number of Consultative Services Provided to Condo Associations and Clients					
B13	Condos	0	Number of Organization Sustainability Tactical Support Services Provided to Condo Associations					
B13	Condos	0	Number of Relocation Plans completed and accepted for Condo Associations					
B13	Condos	0	Numbers of Trainings on Board Operations Governance & Management to condo associations					
B13	Condos	0	Number of written Asset Management & Sustainability Plans for Condo Associations					
B13	Coops and Condos	0	Number of Annual Survey of Clients (interactive) to gauge success and appropriate methodologies completed					
B13	Coops and Condos	0	Number of Associations (Coops and Condos) referred to pro/at nonprofit Law Firm					
B13	Coops and Condos	0	Number of Trainings on Development including Relocation and Construction Management					
B14	Technical Assistance for Small Apartment Owners (25 units and less)	0	Number of Inquiries Received	Public Service or NRSA				$0.00
B14		0	Number of Owners/Managers receiving Services					
B14		0	Number of Action Plans Written					
B14		0	Number of Action Plans Implemented/Completed					
B14		0	Number of Owners/Managers needing Asset Management Guidance					
B8	General Home Management (Post Purchase Non-Delinquent)	4	Number of Homeownership Preservation Workshops	Public Service or NRSA			$8,501.27	$8,501.27
B8		25	Number of Attendees at Homeownership Preservation Workshops					
B8		2	Number of Post-Purchase Workshops (not including Homeownership Preservation)					
B8		25	Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)					
B8		25	Number of 1:1 Post-Purchase Counseling Sessions					
B8		25	Number of Unduplicated households participating in 1:1 Post-Purchase Counseling Sessions					
B9	Foreclosure Counseling	4	Number of Foreclosure Workshops	Public Service or NRSA			$17,852.67	$17,852.67
B9		40	Number of Attendees at Foreclosure Workshops					
B9		40	Number of 1:1 Foreclosure Counseling Sessions					
B9		40	Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions					
B9		0	Number of 1:1 Attorney Consultations (Law Firm Subrecipients Only)					
B9		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecipients Only)					
B9		0	Number referred to Attorney(s) for Legal Services					
B9		6	Number of Foreclosures Prevented					
C15	TOPA Pre-Purchase Counseling & Training	0	Number of TOPA Meetings with Tenant Association	Public Service or NRSA				$0.00
C15		0	Number of Attendees at TOPA Meetings					
C15		0	Number of TOPA Training Workshops to Tenants					
C15		0	Number of Attendees at TOPA Training Workshops					
C16	TOPA Post-Purchase Counseling & Training	0	Number of TOPA Post Purchase Training Workshops	Public Service or NRSA				$0.00
C16		0	Number of Attendees at TOPA Post Purchase Workshops					
C16		0	Number of unduplicated households					
C16		0	Number of one on one counseling sessions					
C16		0	Number of group training/coaching					
C17	Tenant Counseling for HRA - Rental Accomodation Division	0	Number of unduplicated households	Public Service or NRSA				$0.00
C17		0	Number of one on one counseling sessions					
C17		0	Number of group training/coaching					
C17		0	Number of Attendees at group training/coaching					
Marketing	MARKETING AND OUTREACH	4	Housing Fairs	Public Service or NRSA			$4,000.00	$4,000.00
Marketing		8	Other Tabling Events					
Marketing		1500	Flyers Distributed					
Marketing		60	Social Media Posts (Facebook, LinkedIn, Instagram)					
Marketing		400	Mailings					
Marketing		1	Paid Advertising (display ads in print)					
Marketing			Other					
Marketing			Other					
	TOTALS	12401			$0.00	$48,486.47	$351,513.53	$400,000.00

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
RESIDENTIAL & COMMUNITY SERVICES (NBA)

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	Lydia's House
PERIOD OF PERFORMANCE:	10/1/2025 to 09/30/2026
FISCAL YEAR:	FY 2026
TYPE OF ACTIVITY:	HOUSING COUNSELING & SERVICES

Instructions: Please add rows as needed.

Cost Category	Oct/Nov/Dec	Jan to Sept	Total
Personnel (Salary & Fringe)	$65,849.18	$194,435.28	$260,284.46
Consultants	$3,900.00	$12,150.00	$16,050.00
Space	$8,700.00	$26,100.00	$34,800.00
Accounting	$0.00	$0.00	$0.00
Telephone	$3,204.00	$9,517.62	$12,721.62
Consumables	$450.00	$400.00	$850.00
Marketing & Outreach	$750.00	$750.00	$1,500.00
Training	$600.00	$400.00	$1,000.00
IT Services & Support	$3,420.00	$10,800.00	$14,220.00
Cleaning	$3,200.00	$3,200.00	$6,400.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$90,073.18	$257,752.90	$347,826.08
Total Indirect Costs (De Minimis Cost Rate up to Max 15%)	$13,510.98	$38,662.94	$52,173.91
Total Costs	$103,584.16	$296,415.84	$400,000.00

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
RESIDENTIAL AND COMMUNITY SERVICES (NBA)

Budget Form A (3-2): Personnel Information

Rev. 06/25/2025

ORGANIZATION NAME:	Lydia's House
FISCAL YEAR:	FY 2026
BUDGET PERIODS:	10/1/2025 to 12/31/2026
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Oct/Nov/Dec Hourly Rate	Q1 # of Hours	Jan-Sept Hourly Rate	Jan-Sept # of	Total Costs
[redacted]						
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
Personnel Subtotals				Personnel Subtotals		$216,903.72
Fringe Benefits (Max 20%)				Fringe Benefits (Max 20%)		$43,380.74
Total Grant Personnel Costs				Total Grant Personnel Costs		$260,284.46

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director	CG	3/24/25
2. Chris Earley, Deputy Director	CE	3/21/25
3. Julia Wiley, General Counsel	JW	3/20/25
4. Bill Winston, Associate Director of Community Services	JWLW	3/20/25
5. Clyde Edwards, Program Analyst	CDE	3/13/25
6.		

SUBJECT:

Director's Comments:

Action

APPROVAL	CIRCULATE	CORRECTION	FILE	FYI	INVITATION	MEETING	SIGNATURE
☒	☐	☐	☐	☐	☐	☐	☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Lydia;s House- NBAP FY25 Housing Services $268,000.00 Grant # 2025-07

Originating Office

FROM: C. Edwards	TELEPHONE NUMBER:
DATE:3/13/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE:

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

REV 1.0 10/25/23

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

To: Colleen Green
Director

MAR 24 2025

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Clyde D. Edwards
Economic Development Program Specialist

Date: 3/20/2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Lydia's House in Southeast DC**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$ 268,000.00**
ATTACHMENTS:	**FY25 Grant Agreement #2025-07** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

DISTRICT OF COLUMBIA.

COMMUNITY SERVICES
HOUSING COUNSELING SERVICES

GRANT AGREEMENT

BY AND BETWEEN
THE DISTRICT OF COLUMBIA
AND

LYDIA'S HOUSE IN SOUTHEAST

This Grant Agreement ("Grant" or "Agreement"), is made effective as of March 24, 2025, ("Effective Date"), by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the D.C. Department of Housing and Community Development (hereinafter referred to as "Department," "DHCD" or "Grantor") and Lydia's House, Inc., a District of Columbia non-profit corporation Grantee [DUNS No. Unique Entity Identifier (UEI) HA5MFJL1PBF6] (hereinafter referred to as "Grantee") with its principal place of business at 4101 Martin Luther King Jr. Ave SE Washington DC 20032. Grantor and Grantee shall be collectively referred to herein as the "Parties."

RECITALS

1. The Department with offices at 1909 Martin Luther King Jr Avenue SE, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975, D.C. Official Code§ 6-1001 *et seq.*, and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Department is authorized to fund community based non-profit organizations that provide housing counseling services for low- and moderate-income persons.

3. On June 7, 2024, the Department published a Notice of Funding Availability ("NOFA") in the D.C. Register, which announced the forthcoming issuance of the Fiscal Year ("FY") 2025 Request for Applications ("RFA") for the Neighborhood-Based Activities Housing Counseling Services Program ("HCSP"). The RFA was issued on June 21, 2024, that solicited applicants to provide services to District of Columbia ("District") residents as a part of the Department's HCSP. HCSP includes Public Services ("PS"), and Non-Public Services ("NPS") as defined in Section I herein. U.S. Department of Housing and Urban Development ("HUD") approved counseling agencies employing one or more certified HUD counselors are eligible to provide both PS and NPS services, while organizations which do not have HUD approval status may provide PS services only. The RFA included an opportunity for applicants to provide one or more of seventeen (17) services listed in the RFA. These services include HUD-approved counseling in keeping with 24 CFR 5.100 and related Federal regulations (in 2 CFR Part 200, and 24 CFR Part 214) as well as services related to local DC programs which are administered by the Department. The RFA and the requirements set forth therein are also incorporated by reference herein.

4. The Grantee's RFA application demonstrates that its organization possesses project management, and organizational and administrative capacity to successfully perform as a nonprofit grant subrecipient under the Department's HCSP, and accordingly DHCD has determined to award a grant to the Grantee in FY 2025 ("25" or "2025").

5. The Grantor proposes to fund HCSP grant activities in FY 2025 from its allocation of Community Development Block Grant ("CDBG") funds authorized by Title I of the U.S. Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), 24 CFR Part 570.

6. As a condition precedent to disbursement of the Grant proceeds to Grantee for the sole and exclusive purposes described in Exhibit A (which includes the "Statement of Work" and the approved "Workplan", both attached hereto and made a part hereof), the Department requires that Grantee enter into this Agreement setting forth the terms and conditions of the Grant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are hereby incorporated by reference and made a part hereof.

Section I. Definitions.

A. As used herein, the following terms shall have the meanings indicated:

a) **Fiscal Year**: All references to Fiscal Year(s) ("FY") herein refer to the District Government fiscal year which is October 1st to September 30th
b) **Neighborhood Revitalization Strategy Area** ("NRSA") refers to the HUD approved areas of Wards 7 and 8 which have been designated as strategic areas for revitalization. Services to Ward 7 and Ward 8 regardless of whether Public Service or Non-Public Service, attributed to the NRSA.
c) **Non-Public Services** refers to 24 CFR 5.100 counseling services provided to clients in connection with the purchase of a specific home. All other 24 CFR 5.100 counseling is Public Service.
d) **Public Services** refers to all other services and may include group training and/or one on one counseling.
e) **Performance Periods**: The Performance Period is defined as the start date and end date for which Grant funds are awarded to execute an approved Workplan and Statement of Work in keeping with the RFA for FY 2025. (See Section IV below.)

Section II. Exhibits.

The Exhibits listed below and the terms and conditions of the same are incorporated herein and made a part of this Agreement.

A. Services to be Provided
- Statement of Work
- Section 3 from the FY 25 RFA: Services
- Workplan as approved by the Grantor

B. Budget
- Schedules A (3-1) and A (3-2) for the First Performance Period

C. Required Reporting Forms
- Monthly Performance Report on group trainings/orientations/workshops and one on one counseling (in connection with the Statement of Work and Workplan), as well as reports on DHCD certificates issued, outreach and marketing activities, and upcoming group trainings.

- Quarterly Beneficiary Data and Demographics for each of the following (a) PS, (b) NPS, and (c) NRSA activities.
- Quarterly Language Access Report (Optional)
- Quarterly Banking Report (as applicable)
- Quarterly Procurement Report (as applicable)
- Quarterly Submission of Minutes of Board of Directors Meetings

D Method to determine Client Eligibility for Services
E Budget Modification Form
F Drug Free Workplace Certification
G Service Area Eligibility
H Insurance Requirements
I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Section III. Grant Award

A. The Department shall make a Grant of the District's CDBG Entitlement Grant Federal Award No: B-24-MC-11-0001 ("CDBG Federal Award") to Grantee in an amount not to exceed Two Hundred Sixty-Eight Thousand Dollars and No Cents ($268,000.00) (the "Grant") and is allocated as follows:

Sources and Uses of Funds:

Non-Public Service ("NPS") [CDBG EN]	$ 43,550.00
NRSAs Ward 7 and Ward 8 [CDBG EN]	$ 224,450.00
TOTAL CDBG [EN]	$ 268,000.00

Notwithstanding the source of funds designated above, the Grantor reserves the right to provide funding from another source(s). In all instances, applicable Federal and District laws and regulations shall apply regardless of the funding source. The Grant award shall be used to fund a range of services which HUD has defined as Housing Counseling Services: Public Services and Non-Public Services by a HUD Approved Counseling Agency ("HCA").

The specific Grant activities are described in Exhibit A (attached hereto) which includes
(a) the Statement of Work,
(b) Lines of Services - Section 3.2 of the Request for Applications (RFA), and

(c) The approved Workplan
(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

C. The Grant services will benefit low-and-moderate income persons living in the District of Columbia. In keeping with recent Presidential Executive Orders, Grantees should only use grant funds for US citizens and should maintain such documentation to prove citizenship.[25]

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as Exhibit B. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.

D. The Catalog of Federal Domestic Assistance ("CFDA") number is 14.218.

E. The Uniform Administrative Requirements for Federal Grants are applicable to this grant award and are available online at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1. Also, the Grantee must comply with the Community Development Block Grants regulations 24 CFR part 570 that govern this award and other related HUD regulations, which are incorporated herein by reference.

Section IV. Grant Term and Periods of Performance

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2025. During this term, there are two Performance Periods. The First Performance Period is the Effective Date to September 30, 2025. The Second Performance Period is October 1, 2025, to December 31, 2025.

Funding for each Performance Period is in the sole discretion of the Grantor and requires meeting all due diligence requirements prior to award.

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[25] Examples of such document may include copies of unexpired state issued Real ID identification or driver's license, unexpired US passport or US passport card, active duty Military ID, current Green Card or Naturalization documents with state issued photographic identification.

The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of Grant funds or other Grant assets.

Section V. Statement of Work/CDBG Eligible Activities/Eligible Costs/Business Operations

A. CDBG Eligible Activities

1. Grantee shall use the CDBG Grant proceeds solely to fund Grantor-approved service activities that are intended to provide services and empower low- and moderate- income persons in the District of Columbia to make informed housing choices and achieve their housing goals, whether it's finding affordable rental housing, purchasing a home or obtaining financial assistance for critical home repairs.

The best way to provide this critical information to a client in order to assist them in their decision-making process is to adhere to 24 CFR 5.100[26] [in which a HUD certified counselor conducts (1) intake (2) financial and housing affordability analysis with affordability calculation (3) an action plan and (4) follow-up counseling to implement the action plan and achieve its stated goals].

The Grant services to be provided are described in Exhibit A. This description includes the major tasks, activities and project deliverables to be provided under this Grant. The Grantor reserves the right to alter or change the District of Columbia program requirements including eligibility, services provided, service methodology, service delivery and program goals during the performance period.

The proposed Grant activities are CDBG eligible activities pursuant to 24 CFR 570.201(e).

2. Grantee shall sponsor outreach events that inform the community about the Grant activities and participate in other community events as requested by Grantor.

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[26] 24 CRF 5.100: "Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling."

3. The Grantee must retain records which demonstrate that each activity funded under this Grant is CDBG eligible and document the amount of CDBG funds expended for each activity. This includes the activity itself, the outcomes, and the records concerning beneficiaries in keeping with subsection (B)(2) below receiving services. Any authorizations needed together with beneficiary statistical information should be obtained by the Grantee during intake or registration. HUD does not grant exceptions or authorize the District to make exceptions to this requirement.

B. CDBG National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention of slums or blight; 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. The Grantee certifies that the CDBG-assisted activities to be carried out under this Agreement will meet the National Objective of primarily benefiting low- and moderate-income persons (limited clientele activities) in accordance with Federal and District Requirements. The minimum threshold requires that at least 51% of the households served with CDBG funding must be low- and moderate-income households; provided however, that a Grantee whose application claimed additional scoring points for agreeing to provide Grant services to more than 51% low- and moderate-income beneficiaries, must adhere to the percentage they elected in their application.[27]

In accordance with the Grantee's election in their Application for a grant award and for receiving additional points in scoring, the Grantee has agreed to exceed the minimum requirement and to serve at least 90% low- and moderate-income beneficiaries.

Note: This percentage cannot be decreased as it was used for scoring in a competitive round of funding.

4. The Grantee shall disclose to any client that services are provided free of charge by a Grant funded by DHCD using Federal funds and therefore the Grantee has certain reporting

[27] In responding to the RFA published June 21, 2024, applicants were given the opportunity to receive additional points in scoring for committing to exceed the CDBG minimum threshold to either a 75% minimum or a 90% minimum.

requirements in order to provide the Grant services free of charge. The Grantee shall use appropriate forms to obtain a client authorization, as required, to comply with the terms of this Agreement and to meet HUD reporting requirements,

C. Staffing

Where HUD requires services are to be provided by a Certified HUD Housing Counselor, the Grantee shall comply with that requirement and not permit services reserved to HUD certified counselors to be provided by others.

To the extent applicable, Grantee agrees to secure the services of qualified personnel that are licensed and bonded in the District of Columbia to perform the CDBG Federal Award activities and services listed in Exhibit A.

Any changes in personnel or their general Grant responsibilities as set forth in Exhibit A are subject to the prior written approval of DHCD. In this regard, it is essential that the Grantee immediately report terminations and proposed new hires to the Grantor.

D. Business Operations

1. Grantee shall observe business hours of operation onsite in their service location(s) that align with District Government hours of operation specifically Monday through Friday 9:00 am to 4:30 pm (DC holidays excepted)[28] and shall ensure that sufficient staff are on site at Grantee's place of business to carry out Grant services.

2. During the hours of operations, Grantee shall have live answered telephones for incoming calls. If the Grantee's phone system utilizes an auto-attendant function or voicemail, announced option to the caller must include an option to press a certain key (such as "0" for an Operator) to be connected to a staff person in real time who can answer and field questions, redirect a caller to a staff person who can address a caller's inquiries, or provide registration information. DHCD and other DC agencies such as the Office of the Attorney General may check Grantee's compliance with this requirement from time-to-time.

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[28] DC Holidays include New Year's Day, Dr. Martin Luther King, Jr. Holiday, Washington's Birthday, DC Emancipation Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Day.

E. Grantee may offer clients virtual appointments as well as virtual group informational or educational activities, but Grantee shall also provide clients an option for in-person services (including both in-person one on one appointments as well as some in-person group informational or educational activities.) The Grantee shall not refuse in-person services to DC residents.

F. Housing Resource Center (HRC) and Late Night Hours: As required by the RFA, "Applicants selected for the award shall participate (in a regular rotation) in staffing onsite at the Department's Housing Resource Center (HRC). The HRC provides services to DC residents by appointment and walk-ins." The HRC is located in the Grantor's offices at 1909 Martin Luther King Jr Av SE. The HRC coordinator, in conjunction with the Associate Director for Community Services, will develop a schedule in consultation with Grant subrecipients for staffing the HRC on a rotating basis on weekdays.

RFA applicants were awarded additional points in their score by committing to "Extended Office Hours." The options included providing office hours until 7:00 pm at least one (1) day a week in their office location and/or until 7:00 pm at least two (2) days a month in the HRC.

In accordance with the Grantee's selection in their Application for grant award and funding, the Grantee has committed to serve Extended Office Hours Extended Office Hours until 7:00 pm one (1) day a week in their office and one (1) day in the HRC.

Section VI. Disbursement/Required Support Documentation

A. Reasonable, Allowable, Necessary, Allocable

1. Grantee may request reimbursement for actual expenses incurred to provide services and as described in the Grant Budget (A 3-1 and A 3-2). Requests must meet all four criteria: reasonable, necessary, allowable, and allocable. (2 CFR 200.305)
   a. ***Allowable costs.*** Reimbursements are limited to the expenses directly related to activities supported by the grant activities and are subject to the regulations of the Federal and District Governments. Expenses related to activities should be necessary, reasonable, allowable and allocable.
   b. ***Limitations on allowable costs.*** A grantee may not use an indirect cost rate to determine allowable costs under its grant.
   c. **Some *Unallowable costs.*** Expenses that are not allowable include (but are not limited to) sales tax, late fees, debts, tips & gratuities, food, alcohol, controlled substances, cash reserves or investments, money given to individuals (including

donations, grants or loans), contributions to organizations, costs of fundraising, fund development, grant writing, advocacy, lobbying, and purchase of goods or services for personal use or benefit.

2. In addition, Grantee must demonstrate to the reasonable satisfaction of the Grantor that Grant performance milestones have been achieved. All requests for payment of eligible expenses shall be associated with the budget line items specified in Exhibit B (Budget Schedule A (3-1), estimated cost invoices and satisfactory Grant performance.

3. Grantees may not be reimbursed for expenses paid through Cash app or other similar peer-to-peer payment platforms, since such platforms create issues for recordkeeping, auditability, and compliance with grant regulations.

4. The Grantee shall not supplant funds or seek reimbursement for expenses that may be reimbursed by another grant (Federal, District, or private) either prior to or subsequent to reimbursement by the Grantor.

5. The Grantee must have the capacity for bookkeeping and accounting services required to track Grant expenses and create payment requests in keeping with Federal and District requirements, either on staff or by a third-party contractor.

6. The Grantee shall create and submit payment requests in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the Grantee to create and submit invoices by selecting the applicable purchase order number which is listed on the Grantee's profile.

7. All Grantees must be registered in the portal prior to invoice submission. The vendor portal website is **https://cfo.dc.gov./supplier_portal**. Please log onto the portal for further details and instructions. Questions can be submitted to **suppliers@dc.gov**.

B. Form of Submission of Payment Requests

1. The cover sheet to the reimbursement package must be the 30A Form of the Department [RCSD DHCD 306A Revised October 2024]. No other cover sheet is needed. This form should contain the Purchase Order Number, the IDIS Number, and the Partial Payment Number in accordance with Department's guidelines.

Payments requests are contingent upon certification by the Grantee in the following form as contained on the 306A (RCSD DHCD 306A Revised October 2024). The Certification is to be made by the chief executive officer, or the chief financial officer or the chief operations officer if the Governing Board has authorized this officer to act on behalf of the board to sign.

"I certify that all items, quantities and prices of work and material shown in the requisition are correct to the best of my knowledge and belief. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information , or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812." (2 CFR 200.415)

2. Page 2 and Page 3 shall be the Reimbursement Request A 3-1 and A 3-2.

3. Page 4 shall be the Invoice Cover Sheet with:
   a. A unique identifier (e.g. a row number or brief alphanumeric code) shall be assigned by the Grantee to non-personnel invoices and with the same unique identifier marked on each and every supporting document (e.g. receipt, proof of payment, cancelled checks, contracts, scopes of works, services rendered, vendor statement or document, Grantee's notes) submitted. The unique identifier shall be listed on the invoice cover sheet.
   b. Vendor's name
   c. Remittance address
   d. Invoice number
   e. Invoice date
   f. Contract number (also known as Grant Number)
   g. Purchase order number (if any)
   h. Invoice Amount
   i. The Amount which the Grantee is requesting reimbursement
   j. Quantity of goods/services delivered. Deliverables. Shipping and payment terms
   k. Other substantiating documentation that justifies and supports the payment request.

4. Page 4 and subsequent pages as needed shall include the supporting documents for the reimbursement request including signed timesheets, payroll reports, invoices from vendors marked as described above. (See Section E below.)

C. HUD Related Requirements

1. Federal regulations require that reimbursement under the Grant is tied to (a) beneficiary data reporting and (b) program performance. Failure to meet reporting deadlines for performance and/or beneficiary service data will suspend temporarily the processing of Grantee payment requests. Staff unavailability does not waive the requirement to meet reporting deadlines, and Grantee shall ensure that adequate staff are trained or cross-trained to prepare and submit reports timely.

2. The Grantee should be aware that HUD maintains an *Integrated Disbursement and Information System* ("IDIS"), a database in which the Grantor must make reports during the performance period on each Grantee's account. HUD flags subrecipient accounts when reporting is not provided by a deadline. Such a flag shall constitute a default. Multiple flags or failure to meet the conditions for HUD to remove a flag may result in suspension or termination in keeping with Section XII (C) of this Agreement.

D. Schedule for Submission of Reimbursement Requests

1. Requests for reimbursement shall be submitted in a timely manner by the date due. Failure to meet a deadline shall constitute a default.

2. On the 10th day of each month, the Reimbursement Request shall be for the prior month; provided however, the September reimbursement request must be submitted earlier in October on the date specified by the Office of the Chief Financial Officer of the District of Columbia, which is usually between the 5th and 7th day of October. *(Grantee may wish to use other funding sources for the late September payroll to facilitate meeting the deadlines.)*

3. In order to close-out the grant by September 30th, the October request should be the only request submitted in September.

4. The monthly schedule for submission is as follows:

Month	Due Date
March	April 10th
April	May 10th
May	June 10th
June	July 10th
July	August 10th
August	September 10th
September	October 5th or 7th as specified by the DC CFO
October	November 10th
November	December 10th
December	January 10th
January	February10th
February	March 10th

5. As applicable, expenses incurred pursuant to a project commitment in IDIS that has been approved by the Grantor and are otherwise eligible for reimbursement at the Grantor's sole discretion, may be reimbursed, regardless of when those expenses were incurred.

E. Source Documentation

1. All costs and obligations incurred under this Grant Agreement must be supported by source documentation (e.g. invoices, receipts, contracts, canceled checks, etc.). Documentation may also include approved time distribution sheets and certified payroll reports for employees and contracts.

2. The Grantee must satisfy all documentary requirements to the reasonable satisfaction of the Grantor prior to the disbursement of Grant funds.

F. Requirements Applicable to Disbursed Funds/No Escrow

1. Grantee shall not escrow Grant funds. However, nothing shall prohibit the Grantee from supplementing funding for these activities from other sources including other grants, funders or donors.

2. Any cash advances disbursed pursuant to this Agreement must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate

cash requirements of the Grantee in carrying out the purpose of the Grant. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct Grant program or project costs and the proportionate share of any allowable indirect costs.

3. If at any time it is determined that more Grant funds are disbursed to Grantee than what was required by the Grantee's immediate disbursement needs, Grantee shall immediately return to Grantor the excess funds.

4. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations or fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee.

G. The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect cost rate, as further described in Section (C)(4) and Section (C)(5) (Reporting Requirements) below.

H. In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant proceeds within three (3) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant proceeds, unless another date shall be agreed to be the parties in writing. The Grantor reserves the right to recover such losses by any legal remedy available.

Section VII. Budget Modifications

A. Any amendments to the budget (change in the amounts specified in the individual cost categories set forth in Exhibit B). may be approved by the Grant Administrator, so long as the total amount of the budget is not exceeded.

B. Any increase in the total Grant amount must be approved by the Director of the Department. If the change is made at the request of the Grantee, the request shall be in writing dated and shall be submitted on a Budget Modification Form, attached hereto as Exhibit E.

1. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and dated using the appropriate excel format or the appropriate online portal if available.

2. The Grantee shall make modification requests by June 1st, to allow sufficient time for processing prior to the start of the fourth quarter of the fiscal year. No more than two modifications may be required in the performance period. Requests for modification to the budget shall not be approved after June 1, 2025, except for extenuating circumstances specified in writing, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion.

3. The Department will not approve reprogramming of personnel funds for positions not filled in compliance with this Agreement and Grantee's personnel policies submitted to Grantor. If at any time DHCD requires a more detailed budget breakdown than the one contained herein, the Grantee shall provide such supplemental budget information in a timely fashion and in the form and content prescribed by DHCD.

Section VIII. Conditions Precedent to Grant Closing and Grant Disbursement

Grant closing shall mean the date on which Grantee has satisfied all conditions precedent to execution to the satisfaction of the Grantor, at which time both parties have executed and delivered the Grant Agreement. No Grant proceeds shall be disbursed prior to Grant closing.

The following conditions must be met prior to Grant closing:

A. Eligibility Determination. Determination by the Grantor that Grantee's proposed Grant activities meet eligibility and national objective requirements specified by the CDBG Program regulations at 24 CFR §§ 570.200 through 570.209. Grantor has determined that the proposed Grant activities are eligible for CDBG Program funding pursuant to 24 CFR 570.201(e) (provide housing counseling services to low- to moderate-income households).

B. Environmental Clearance. Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historic preservation reviews, and HUD has issued an approval of the release of funds.

C. Due Diligence Submissions. The following items must be delivered to DHCD for approval prior to Grant execution and Grant closing:

1. Articles of Incorporation, organizational by-laws and certification of nonprofit status.
2. Board/Corporate Resolution, memorializing
   a. the Grantee's intent to enter into this Agreement
   b. identifying the total Grant amount of the award
   c. identifying the Grant Number
   d. identifying the funding source(s) of the award, and
   e. identifying the authorized person by name and title who is authorized to sign on behalf of the corporation to enter into this Agreement.
3. Certificate of Good Standing
   a. issued by the DC Department of Licensing and Consumer Protection (DLCP)
   b. certified within 6 months of the Effective Date of this Agreement.
4. Certificate of Clean Hands
   a. issued by the DC Office of Tax and Revenue (OTR)
   b. certified within 90 days of this Agreement.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia to carry out the Grant activities.
6. Evidence that Grantee has obtained insurance, as provided in Exhibit H. If the renewal period for any insurance requirement occurs during the Grant performance period, the Grantee is required to submit to the Grantor evidence (Certificate Of Insurance) of insurance renewal to cover the remaining Grant performance period.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Effective Date.
8. An Affirmative Action Plan ("AAP") must be submitted by the Grantee for review and approval by the District prior to Grant execution and the disbursement of any Grant proceeds. The AAP shall be in a form to be determined by the District and must detail the Grantee's efforts to comply with the District's goals for achieving equal employment in District government contracts and set forth specific standards for the utilization of minorities in all job categories, as required by Mayor's Order 85-85 and District law.
9. Drug-free Workplace Certification (Exhibit F).
10. Debarment affidavit and verification confirming that Grantee is not debarred or suspended or otherwise excluded from or ineligible for participation in federal or District assistance programs under Executive Order 12549 or District law.

D. Opinion of Counsel. Grantee shall submit a written opinion of the Grantee's attorney, which states that the attorney has read the Grant documents and that the Grantee:

- Is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary.
- Has the full authority and legal right to carry out the terms of this Grant Agreement and all documentation required hereunder to be executed by Grantee; and
- Has taken all actions to authorize the execution, delivery and performance of this Grant Agreement and any documents required to be executed in connection with the Grant according to their respective terms

The Opinion shall further state that none of the aforesaid actions, undertakings or agreements violate any restriction, term, condition or provision of the Grantee's organizational documents or any contract or agreement to which Grantee is a party or by which it is bound. The Opinion must identify the Grant Agreement by name and Grant number, and the counsel must specifically identify the documents upon which the Opinion is based.

E. Current on District Obligations. Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant, including all local taxes and charges affecting Grantee's business.

F. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Proceeds, including, but not limited to the Council of the District of Columbia and the Chief Financial Officer of the District of Columbia.

G. Clearance Approval issued by the DHCD Office of Program Monitoring.

Section IX. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. The Grantee shall cure all report deficiencies identified by the Department and resubmit for approval by the Grantor within 14 calendar days of the notification. The requirements of monthly and quarterly reports [VII.(A) and (B) are in Exhibit C.]

A. Monthly Reporting

Monthly Performance Reporting. The Grantee shall use the online reporting portal provided by the Grantor and shall provide a complete performance report by the 10th day of each month reporting on Grant activities, accomplishments and performance of the prior month. Failure to submit the report by the tenth day of the month following the end of each

month shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

B. Quarterly Reporting

On the 10th day of January, April, July, and October, the following quarterly reports for the previous three months shall be due and provided by the Grantee in the form and method required by Grantor:

1. Quarterly Report on **Beneficiary Data and Demographics** (separate reports for PS, NPS and NRSA).

2. **Banking Report** (as applicable)

3. **Non-expendable Equipment Inventory Report** (as applicable) (the purchase or lease of non-expandable equipment). The purchase of all computer equipment must have prior approval from the Department.

4. **Procurement Report** (as applicable).

5. Copies of the **Minutes of the Board of Directors** meetings, which took place during the previous quarter; and

6. **Language Access Report** (optional) -- If services are provided in languages other than English, we encourage a language access report to be made.

Failure to submit any or all Quarterly Reports by the tenth day of the month following the end of a quarter shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

C. Additional Report Requirements

The following reports are due to the Department within the timeframes indicated below. If these documents were previously submitted, they must be updated and resubmitted.

1. Fringe Benefits Report

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects funded from the proceeds of this Grant shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefits rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the change. The report shall be submitted to DHCD within fifteen (15) days of Grant execution.

The fringe benefits rate for any personnel costs funded by this Grant shall not exceed 20% of the base salary rate indicated in Schedule A Form A (3-2) of the budget (Exhibit B).

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to the date of the Offer Letter.

All personnel costs approved under this Grant Agreement must be filled within ninety (90) days of Grant execution or within ninety (90) days of the vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than ninety (90) days, whether intermittent or consecutive, at any time during the Grant period may result in the loss of funds for the position.

Grantee must submit transcripts of training or continuing education for individual staff and counselors to the Grantor.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with CDBG funds, in accordance with the requirements specified in 2 CFR Part 200 (Exhibit D). The property inventory list must include, at a minimum, a short

description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

a. The Grantee shall submit a budget and Cost Allocation Plan showing its direct and indirect costs and the allocation of such costs to the Grantee's activities, including the administration of the activities and services provided under this Agreement. The plan must show all allowable and unallowable costs and how such costs are included in the direct and indirect costs in accordance with 2 CFR Part 200.

b. A current Cost Allocation Plan must be submitted no later than thirty (30) days following Grant execution.

c. The Cost Allocation Plan must include all sources of funding for the Grantee, including this, Grant and to which program/cost centers each source has been applied using the Grantee's chart of accounts (referencing individual budgetary line items).

The Grantee must provide:

i. the total amount of funding from each funding source,
ii. the total staff employed by the Grantee, regardless of funding source, staff allocation per grant/program and the estimated percentage of time spent per grant program.

d. As required by HUD, the Cost Allocation Plan is subject to approval by the Grantor. The Grantee shall cure any defects or omissions in the Cost Allocation Plan within 60 calendar days of the notice to cure.

e. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. The waiver request must detail the reasons for the waiver request and include a copy of the relevant audited financial statements.

f. Claims for reimbursement of documented Grant expenses shall comply with 2 CFR Part 200 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.

5. Indirect Cost Rates

a. Grantees may request reimbursement for indirect costs based on their Cost Allocation Plan. The Cost of Allocation Plan must be reviewed and approved by the Grantor. The Grantee is required to keep records of the expenses charged to the Indirect Cost Rate for monitoring and close-out.

Grantees with Indirect Cost Rates are required to use their indirect cost rate. Grantees with provisional rates must demonstrate the rate is not expired or that it is currently used by a Federal Agency in awarding Federal funds to the Grantee during the current Fiscal Year. Other Grantees may use the Federal *de minimis rate* of 15%. In either case (*De Minimis rate* or Federally Approved rate), Grantee shall maintain records (available during monitoring, or close-out or upon request) indicating which costs in the cost allocation plan and the dollar amount have been attributed to the Indirect Cost.)

Indirect cost rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with supporting documentation. DHCD will not make adjustments to indirect cost rates after June 1st.

The Grantor does not issue or award Indirect Cost Rates.

Grantees who wish to obtain a Federally authorized Indirect Cost Rate are encouraged to contact the "Cognizant Agency" which is the US Department of Health and Human Services.

b. For all personnel costs funded under this Agreement, Grantee must maintain documentation for use of indirect cost funding and provide the same when requested for verification of expenditures in keeping with the approved cost allocation plan, including, but not limited to cancelled checks, employee signed and supervisory approved employee time sheets, invoices and bank records.

c. Expenses charged to an indirect cost rate must be accompanied by and cross-referenced to and reconciled with an independent audited financial statement, which accounts for all (grant funded and non-grant funded) activities by the Grantee during the fiscal year in which the indirect cost rate is based.

6. Organizational Audit

Grantee must submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year.

Note to All Grantees: All Grantees must ensure their financial records are available for review or audit by appropriate officials of the Federal Government and the District Government.

7. Auditor's Management Letter.

Grantee shall submit an auditor's Management Letter to the Grantor at the time it submits the annual audit.

8. Procurement Policy, Accounting Policies and Procedures, and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution, the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of the Grant. These policies and procedures shall be in accordance with the requirements of 2 CFR Part 200. The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

If the Grantee has previously submitted these documents, and the documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a certified statement (the "Re-certification Letter") to the Grant Administrator indicating when the most current document was submitted to the District and certifying that no changes to these policies and procedures have since been made.

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D. Summary of Report Deliverables and Receipt Due Dates:

	Report	Receipt Due Date
1	Monthly Performance Report	No later than the 10th day of each month
2	Quarterly Beneficiary Data	No later than January 10th, April 10th, July 10th and October 10th – a separate report for each use: PS-NPS-NRSA
3	Language Access Report (Optional)	No later than January 10th, April 10th, July 10th and October 10th
4	Fringe Benefits Report	Within 15 days of Grant execution
5	New Hires/New Employees Information (Job Description & Resume) HUD certificate if certified counselor	10 Days prior to the Offer Letter of Employment being sent to the candidate
6	Notice of Vacant Position	Within 10 days following the vacancy
7	Non-expendable Equipment Report	Within 15 days of Grant execution and quarterly thereafter
8	Procurement Policies and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
9	Accounting Manual and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
10	Cost Allocation Plan (based on and tied to the most recent audit)	Within 30 days of Grant execution
12	Independent Financial Audit	Within 90 Days of the Close of the Grantee's Fiscal Year

	Report	Receipt Due Date
13	Single Audit Report (if applicable)	Within 30 Days of submission to the Federal Audit Clearinghouse
14	Auditor's Management Letter	Submitted with the submission of the Audit
15	Requests to revise Budgets and/or Workplans	Prior to the 1st day of June
16	Grantee's Close-Out Report (Section XV.) Inventory Report & Annual Report	Within 90 Days of the end of the Term of the Grant.
17	HUD 9902	Within 30 Days of Submission to HUD
18	HUD Monitoring Report	Within 30 Days of Receipt from HUD monitor or the HUD intermediary monitor.

Section X. Accounting/Audit Requirements

A. Accounting System

1. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in Exhibit B.

2. Accounting records should be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.

3. Any funds provided to the Grantee or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest-bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

Grantee shall submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year, contingent on the following:

1. Grantees receiving an aggregate of $1,000,000 or more from all funders in Federal funds must in accordance with Federal regulations obtain an independent audit (Single Audit Act of 1984 , Single Audit Amendments Act of 1996, and 2 CFR Part 200). A standard audit may be supplied pending the completion and submission of the Single Audit.

2. Grantees:
   (a) Required to be audited by any State or political subdivision(s) thereof (whether by statute or regulation) or
   (b) Who conduct an audit to submit to any government or private funder, or foundation or corporate funder or
   (c) Whose governing body or senior management obtains an audit,

   shall be required to submit that audit to the Grantor upon receipt of the same.

If the Grantee is not audited in accordance with (1) and (2) above, the following shall apply:

3. A Grantee whose corporate entity receives or expends less than $999,999 as reported to the Internal Revenue Service in the 990 Tax Return without amendments, deletions or summarized details must file with the Grantor a financial report prepared by an independent Certified Public Accountant and certified by the same that contains:
   - income statement or Statement of Activities,
   - balance sheet or Statement of Financial Position,
   - statement of Functional Expenses by program or cost centers such statement to break out separately the Grantor's funding by Grantor's program(s) separately from all programs or cost centers used.
   - statement of cash flows, and
   - independent review and certification of the financial statements including a review of the management's financial internal controls.

   In addition, the nonprofit organization must file a biennial audit that covers both years within a biennial period. See 2 CFR Part 200, Subpart F.

4. The Grantee shall fully clear any deficiencies noted in the audit reports within sixty (60) days after receipt by the Grantee.

5. . Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default of this Grant and may result in the withholding of future payments and/or debarment from participation in future Grants.

Section XI. Grant Administration

The Grant Administrator is:

William Winston
Associate Director for Community Services
DC Department of Housing and Community Development
1909 Martin Luther King Avenue SE, Room 304
Washington, D.C. 20020.

The telephone number is (771) 208-9628. All concerns regarding the technical implementation and interpretation of this Grant are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line-item changes and terms) where there is no dollar increase.

Section XII. Repayment of Grant Funds/Grant Performance Monitoring Default and Remedies

A. HUD Monitoring

The Grantee is subject to monitoring by HUD and agrees to provide all required information, data, records, files including client files, case notes, correspondence and emails, reports, beneficiary data, performance data, financial records, supporting documentation, to satisfy HUD monitoring. Notwithstanding the date of a finding by HUD, should HUD make a finding, the Grantee shall be responsible to cure the defect, and should HUD require repayment of Grant funds for any reason to the Federal Government, the Grantee shall be responsible for repayment in the amount specified by HUD. Repayment shall be made to the District of Columbia and by the District to the Federal authority in satisfaction of the HUD requirement. HUD monitoring is not confined to the performance period but extends through the record retention period provided in Section XV.

B. Grant Performance Evaluation

1. DHCD will monitor the performance of the Grantee to ensure that the goals and performance standards stated in the Statement of Work and Work Plan and RFA are being achieved according to schedule and within budget.

2. All records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. Grantee shall make timely submission of all information and/or records requested by DHCD or HUD to assess performance under the Agreement.

C. Suspension or Termination of Grant Assistance

1. In accordance 2 CFR 200.340 and 200.341 and 200.343, suspension or termination of CDBG Grant assistance may occur according to the Default provision in subsection D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner.

2. If Grantee fails to correct the substandard performance within thirty (30) days after receiving written notice from DHCD, suspension or termination of this Agreement will be initiated.

3. In accordance with 2 CFR 200.340(a), suspension or termination of Grant assistance may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

Subject to any applicable notice requirement and right to cure, the occurrence of any of the following shall constitute an event of default:

1. Failure to comply with any of the CDBG Program rules, regulations or provisions referred to in this Agreement, or such other Federal or District statutes, regulations, executive orders, District of Columbia mayoral orders, HUD rulings, policies or directives applicable to this Grant:

2. Failure to comply with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement.
3. Substandard performance by the Grantee or any of its agents under this Agreement, as determined in the sole and reasonable discretion of DHCD; or
4. Improper use of funds provided under this Agreement.

A determination of default shall be made in the sole and reasonable discretion of DHCD.

E. Remedies for Default

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of a written notice to the Grantee, Grantor may take one or more of the following actions, as determined in its sole discretion:

1. Terminate and suspend further disbursement of any remaining Grant assistance.
2. Disallow all or part of the cost of the activity or action that is not in compliance with this Agreement.
3. Wholly or partially suspend or terminate the current Grant award; or
4. Take other legal remedies that may be available.

F. Termination for Convenience

The Grant may be suspended or terminated on the basis of convenience as provided in 2 CFR 200.340(a).

G. Reversion to DHCD of Grant Assistance

1. Upon default by the Grantee under the terms of subsection D above, which has not been cured, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request the following:

i. Any Grant funds in its possession (whether or not committed),
ii. Any accounts receivable attributable to the use of Grant funds; and
iii. The portion of any income directly generated by (or the prorated proportion of) Grant funds for the activities described in this Agreement.

2. Upon final completion of the projects and activities for which CDBG funds have been provided by DHCD, expiration of the term of this Agreement, cancellation, or determination of this Agreement, the Grantee shall transfer any unspent, excess or surplus CDBG Grant funds, to include accounts receivable attributable to the use of the CDBG funds.

H. Grantor Non-Waiver

DHCD's delay or failure to act with respect to a breach by the Grantee does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section XIII. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, and 2 CFR Part 200, as deemed applicable by the Grantor. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Fund Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Organizational Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter arising from this Grant Agreement.

D. Cancellation Ceiling

In the event of cancellation of the Grant because of non-appropriation of funds for a specific fiscal year, there shall be a cancellation ceiling of zero dollars.

E. Anti-Deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, Grantor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code§ 47.105. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-Deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section XI. of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements.
2. Performing technical evaluations as required.
3. Interpreting the Statement of Work and other language in the Grant.
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with the District and other laws and regulations applicable to the Grant.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

Clifford Beckford
Executive Director
Lydia's House in Southeast
4101 Martin Luther King Jr. Ave., S.W.
Washington, DC 20032
Phone: (202) 373-1050
cbeckford@lhndc.org www.lh4us.org

H. Misuse of Grant Funds

Any alleged fraud, waste, abuse or mismanagement of Grant funds shall be immediately reported to the Grantor and the District of Columbia Office of the Inspector General ("OIG"). The OIG may be reached at (202) 724-TIPS (8477) and (800) 521-1639 or at oig.dc.gov

I. Nonassignability

Grantee will not sell, assign, pledge or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

Section XIV. Insurance

A. The Grantee shall obtain at least the minimum insurance coverage set forth in this Section XIV. and Exhibit H prior to the Effective Date and keep such insurance in force, as may be applicable, throughout the Grant period of performance.

B. Fidelity Bond: The Grantee must procure Fidelity Bond coverage in an amount equivalent to the total Grant budget. Pursuant to 2 CFR Part 200, Fidelity Bond coverage is required to protect the District's interest in the dollar amount of the Grant. Should Grantee be unable to procure a Fidelity Bond, Grantee shall submit proof that it has obtained general liability insurance that covers internal employee criminal activity or directors' and officers' liability insurance.

Section XV. Records Retention/Access

A. Records Retention

The Grantee shall retain all records demonstrating compliance with CDBG requirements and that are pertinent to this Grant for no less than five (5) years from Close-out of this Grant Agreement, including any extension thereof made in accordance with Section XVI. [Option to Extend] and including but not limited to Close-Out in IDIS of any HUD requirements. See Exhibit 5.1 in this link: https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-5.pdf

B. Extension of Retention Period

Notwithstanding the foregoing retention requirement in paragraph A above, if any litigation, claim, HUD monitoring or audit is initiated before the expiration of the retention period, records shall be retained for a period of not less than four (4) additional years following completion of the actions and resolution of all proceedings (e.g. litigation, claim, HUD monitoring or audit) involving the records.

C. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility, progress and achievement toward program goals and secure such records in a manner subject to applicable privacy laws. Such data may include, but is not limited to, client name, address, income level, case notes, correspondence and a description of service(s) provided. The Grantee shall use software which is HUD compliant to maintain client records. The Grantee shall transmit client records and files in a manner that is compliant with HUD's Personally Identifiable Information (PII) requirements.

D. Access to Records

All Grantee books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Grant funds shall be made available to the Department, HUD, its designee, representatives of the Inspector General of the District of Columbia or the Office of the DC Auditor at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.

E. National Objectives

The Grantee agrees to maintain documentation that demonstrates that the activities carried out with CDBG funds provided under this Grant meet the CDBG national objective of benefiting low- and moderate-income persons, as defined in 24 CFR part 570.208.

F. Copyright

If this Agreement results in any copyrightable material or inventions, DHCD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Section XVI. Federal and District Public Policy Requirements

Grantee shall fully comply with the following Federal and District policy requirements, as deemed applicable by Grantor:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federal-assisted and federal conducted programs and activities .

C. The requirements of Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

D. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.-) and implementing regulations at 24 CFR I part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

E. The requirements of Executive Order 11246, as amended by Executive Orders 11375. 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

F. The Conflict of Interest provisions of Federal and District laws strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of Federal funds to comply with 2 CFR 200.317 to 200.327 and

any sections of Title of 24 the Code of Federal Regulations concerning CDBG funding which are more restrictive than the Uniform Guidance Code for use of CDBG funds. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within (fifteen) 15 business days of execution of the Grant Agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict-of-Interest declarations to be executed by each employee and board member.

G. The Hatch Act, Chapter 15 of Title V. United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

H. The National Environmental Policy Act or other legislation implemented by 24 CFR part 58.

I. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement as Exhibit F.

J. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991H FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.

2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any grant,

or the entering into any extension. continuation. renewal, amendment of modification of any grant.

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and

c. He or she will include the language of the certification in all sub- grant awards at any tier and require that all recipients of sub-grant awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this Grant imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure, as the applicable grant shall so provide.

K. The Americans with Disabilities Act of 1990 (ADA) - Notwithstanding anything contained herein to the contrary, during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

L. The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are applicable pertaining to economic opportunities for low and very low-income persons. 24 CFR part 135.

M. First Source Program - Contractors and subcontractors of a government-assisted Project totaling $300,000 or more must comply with the District's goals for the recruitment, referral and placement of District residents. See D.C. Law 5-93, as amended, D.C. Official Code§ 2-219.01 et seq.

Section XVII. Close-Out Provisions

Activities and tasks during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor, and determining the custodianship of records (which shall remain the responsibility of the Grantee unless a determination is made otherwise). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over District appropriated funds and the record retention period, whichever is longest. Grantee shall submit the following items within the time frames indicated in this Section after completion of Grant activities or expiration or termination of this Agreement.

1. All activities are eligible, were completed and met a national objective.
2. All grant funds were expended in full, or all remaining funds are to be returned to Grantor.
3. All reporting requirements were completed and submitted (except for the final report that is submitted during the closeout process).
4. Any special conditions were met; and
5. All deficiencies or corrective actions affecting the Grant were resolved.

A. Grant Close-Out Report

The Grantee shall submit to the Grantor a Grantee's Close-Out Report ("Report") within ninety (90) days after expiration of the Grant term, termination of the Grant, or final payment for activities under this Agreement, whichever occurs later. This Report, at a minimum, shall include a narrative of the Grantee's completed tasks based on the activities, performance measures and goals set forth in the Statement of Work. The Report shall be completed using a form provided by the Grantor. The Grantee shall provide any information or data Grantor requests for Close-Out. In the Grantor's sole discretion, the reporting provided during the term of this Agreement may be accepted in lieu of the Grantee's Close-Out Report if those reports contain all information required in this section.

B. Documentation of Expenses

Within ninety (90) days after the expiration of the Grant, the Grantee shall provide to Grantor documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses.

C. Equipment Inventory

The Grantee shall submit to Grantor a list of all furniture, fixtures, equipment and vehicles purchased with Grant funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with 2 CFR Part 200.

D. Audit

The Grantee shall submit an audit or financial statement, as applicable, and as provided in Sections IX and X. of this Agreement.

E. Transfer of Records

Grantee shall, within ninety (90) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

F. Grantee's Obligations

The Grantee's obligations to DHCD remain in effect through the period of record retention as stated in Section XV.

Section XVIII. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion, and if legally permitted, extend the term of the Grant no more than two (2) times for one-year terms, or any fraction of one year, or multiple successive fractions thereof.

B. Grantor will endeavor to provide Grantee a preliminary written notice of its intent to extend at least thirty (30) days before the end of the Grant Term. The preliminary notice does not commit the District to an extension or authorize additional Grant funds to Grantee.

C. Any extension of this Grant is contingent upon the appropriation of funds for the applicable time period. However, the availability of funds shall not obligate the District to extend the Grant.

Section XIX. Total Agreement

The Grant Agreement, including specifically incorporated documents (to include the approved Statement of Work, the Work Plan, the approved Budget and the Grant attachments) constitute

the total and entire agreement between the Parties. Grantee understands and agrees to comply with the incorporated references contained in this Agreement and all applicable District and Federal laws and regulations.

Section XX. Applicable Law.

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia, unless otherwise controlled by federal law. In any proceeding relating to this Grant Agreement, each of Grantor and Grantee, hereby irrevocably submits to the jurisdiction of the Courts of the District of Columbia for the purposes of any suit, action or proceeding arising out of or relating to this Grant or transactions contemplated hereby.

Section XXI. Severability.

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XXII. Amendment.

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Grant activities, or the amounts specified in the Budget without the prior written approval of Grantor. The Grantee may request in writing approval of any proposed change to the Statement of Work or Workplan or the amounts specified in the eligible cost categories of the Budget and shall provide adequate supporting information and a revised budget along with its request. All such requests must be signed and dated.

Section XXIII. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or fully, by the Department.

1. The written or printed materials must include the authorized DHCD logo.

2. Written or printed materials include, but are not limited to, newspaper, radio and television announcements or advertisements, websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.
4. Grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to Grantee.
5. Grantee must provide copies of all marketing materials, brochures, flyers and other materials that publicize grant-funded activities to Grantor via email at dhcd.occo@dc.gov

Grantee shall publicize, as appropriate, to its constituency through social media, print, and online postings, DHCD communications and events that are related to Grant supported activities.

Section XXIV. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code§ 2-531 *et seq*. provides for the disclosure of public information. Specifically, the law provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Official Code § 2-170 1 (13) .

This serves as your Notification that information /documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code§ 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXV. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, homeless status, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Sexual harassment is a form of sexual discrimination which is prohibited by the Act and Mayor's Order 2023-131 (Updated District Government Sexual Harassment Policy, Guidance, and Procedures), which is attached hereto as Exhibit I.

The prohibition against workplace sexual harassment extends to third parties doing business with or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies. By executing this Agreement, Grantee affirms that it will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1 I 00 et seq. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated.

Section XXVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addresses:

NOTICE TO GRANTEE:

Lydia's House in Southeast
4101 Martin Luther King Jr. Ave., S.W.
Washington, DC 20032
Attn: Executive Director/CEO
NOTICE TO GRANTOR:

D.C. Department of Housing and Community Development
Community Services
1909 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
Attn: Director

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTOR SIGNATOR PAGE]

DISTRICT OF COLUMBIA, a municipal Corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Colleen Green
Director

Legal Review:

Office of the General Counsel
Department of Housing and Community Development

3/20/25
Date

[Signatures continue on the next page]

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTEE SIGNATURE PAGE]

LYDIA'S HOUSE IN SOUTHEAST
a District of Columbia non-profit corporation

Cliff M. Beckford
Executive Director

03/27/25
Date

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit A Services to be Provided

- Statement of Work
- Section 3.2 Services (from the FY25 RFA)
- Workplan as approved by the Grantor

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education, and training services to support DHCD's housing programs and initiatives and promote compliance with District housing regulations. All of the services are intended to empower potential homeowners, actual homeowners, and tenants to preserve affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership, (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner-occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached work plan and performance measures. Marketing and outreach for the services provided is an activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals, and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of this service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling, (b) the Grantee's additional knowledge of the individual, and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow-up and conduct a final assessment of the services' impact. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program

SECTION 3: PROGRAMMATIC REQUIREMENTS

3.1 Eligibility for Federal Funding

The services in this RFA will be conducted through grant agreements using Federal funds (Community Development Block Grant (CDBG) and, as available, some District Funds. The Department will provide a full informational briefing to the awarded grantee(s) about the grant funding source's ongoing administrative and programmatic requirements. Whether grants awarded under this RFA are funded locally or with federal funds, all grants will be managed to the higher standards and requirements whether Federal or District.

Federal regulations have established national objectives requiring all CDBG-funded activities beneficiaries to be at least 51% low- and moderate-income persons or households. The national objective is achieved through "limited clientele benefit"—that is, by verifying the incomes of each beneficiary of the services provided. The applicant must demonstrate that it has the capacity and the intention to verify the household incomes of beneficiaries to meet the national objective of providing benefits to 51% of low- and moderate-income persons.

Client income certification is also an important element of ongoing program activity for many DHCD housing programs. (See Section 3) Applicants should review in detail the federal income requirements for programs, activities, and grantee (sub-recipient) eligibility under the Community Development Block Grant program regulations at 24 CFR 570. 200-210,

- https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-570/subpart-C?toc=1

and HUD Housing Counseling Program Regulations: 24 CFR Part 214,

ps://www.ecfr.gov/current/title-24/subtitle-B/chapter-II/subchapter-B/part-214?toc=1

3.2 Housing Services: Description of Housing Programs and Services

Please Note: Specifications and programmatic requirements may change from time to time during the award period at the discretion of the Department.

The following describes seventeen services in the Housing Counseling Program. These constitute the services for which the Department is seeking Applicants to provide services to DC residents. Applicants should select at least one service for which they are applying; however, the Applicant may select more than one. The Department is not obligated by the Applicant's selection to make an award. Applicants are responsible to demonstrate their capacity in their application to provide the services for which they have applied. Capacity includes staffing patterns including qualifications and experience, other funding resources, case management systems and programmatic activities. Historical data can also be considered in demonstration of organizational capacity. Applicants should be aware of Legal Citations noted throughout this section as well as the references to the Code of Federal Regulations (CFR).

Category A: HOMEOWNERSHIP

A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program
A6: Income Certification for the Property Acquisition and Disposition Division (PADD) Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY

B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B12: Legal Services for Seniors and/or Coop & Condo Associations
B13: Technical Assistance for Coop and Condo Associations
B14: Technical Assistance for Owners of Small Rental Properties

CATEGORY C: TENANTS AND TENANT GROUPS

C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

Each particular service has specific requirements described in the following pages. Applicants are expected to utilize this guidance in the performance of these services.

CATEGORY A: HOMEOWNERSHIP

Legal Citations Governing Program Area in Category A

Applicants to provide services in Category 1 should review in detail the following legal citations governing the District's homeownership programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for homeownership pursuant to the relevant citations.

- Home Purchase Assistance Program: DC Code 42-2601 and 14 DCMR, Chapter 25
- Employer-Assisted Housing Program: DC Code 42-2501 and 14 DCMR, Chapter 36
- Inclusionary Zoning: Legislation Pending, Bill 17-586, 17-618, 17-619

A1: HUD Housing Counseling
This activity is open to applicant organizations which are HUD approved employing one or more HUD certified counselor(s). Such counseling is often (but not exclusively) in the pursuit of homeownership or credit repair and improvement or to improve their housing condition.

Grantees of this service should be familiar with 24 CFR 5.100 and with 24 CFR 214.

Housing counseling is independent expert advice provided by a HUD certified housing counselor (24 CFR Part 214) customized to the needs of the client. It is aimed at addressing housing barriers and providing support to the client to achieve their housing goals. This counseling service must include: (1) intake (2) financial and housing affordability analysis (3) an action plan[2] and (4) follow-up counseling to implement the action plan and achieve its stated goals *(24 CFR 5.100).*

The action plan should identify the steps needed for the client to achieve his/her housing goals. These actionable steps include, but are not limited to, review of the client's credit report with explanations of its meaning and items that impact (or may improve) the credit score, creation of a budget and methodologies to track one's income and spending, debt reduction planning, and savings planning. Follow-up should track the client's progress toward the goals of the action plan. Other programs and services including group educational opportunities may complement the one-on-one counseling with a certified counselor. Counselors, therefore, may appropriately make referrals to programs and services as well as to group educational activities that support and implement the goals of the action plan.

Counseling organizations are required to maintain case files including items 1-4 above as stated in 24 CFR 5.100. It is critical that files with records and case notes be kept in such a way that if a client's counselor is no longer available, either temporarily or permanently, another certified counselor in the organization can understand based on the file the client's circumstances, action plan, progress and where the client is in achieving his/her housing goals.

Organizations providing this service should have working experience with credit counseling and repair, with consumer credit bureaus and consumer credit laws. Ideally, they should be familiar with creditor tactics, liens, judgments, repossessions, and other obstacles to credit improvement.

It is critical for the counseling organization to make efforts to keep the client engaged in the counseling process and such attempts and outreach should be documented in the case file.

In accordance with HUD requirements, counseling organizations may close files if a client does not respond to outreach efforts over 60 days. The last outreach attempt should document that the file will be closed as of a specific date if nothing further is heard from the client. If the client should return to client after the 60 days, a new file should be opened.

[2] Except for reverse mortgage counseling.

Post-purchase follow-up

a) Grantees must continue their counseling relationship with customers once they become homeowners. This follow-up should continue for a period of time after purchase to ensure the homeowner's housing stability.
b) Grantees may make use of post-purchase programs using either their own programming or making referrals to other Grantees who provide such programming (*e.g.* B1 General Home Management and B2 Foreclosure Counseling).
c) If problems arise, it will be the grantee's responsibility to address them quickly as time is of the essence, and to address them as efficiently as possible. Where the District's investment is involved, counseling should include ways to protect the DC investment.
d) When working with clients who have an HPAP deferment period ending, Grantees must provide dedicated counseling services to those borrowers. In particular, grantees will be asked to make an updated assessment of each borrower's financial status regarding the appropriateness of continued deferment.
e) Potential delinquency, or foreclosure prevention, counseling will be provided to any borrower who is experiencing difficulty.
f) If problems continue with these loan clients, this counseling will become a home preservation activity.

A2 8-Hour Homebuyer Education Class (HBE)

This activity is open to applicant organizations which are HUD approved counseling organizations employing one or more Hud certified counselors.

The Department seeks HUD Approved organizations to provide the 8-Hour Homebuyer Class. This is in support of the Department's many programs for which the 8-Hour Homebuyer Class is a requirement, and also for other DC residents who seek to take this class in preparation for homeownership and for their knowledge.

Organizations should take as a serious obligation to conduct this class with knowledge staff (HUD certified counselors). The class is conducted in a traditional in-person setting or in a virtual online setting.

Those who successfully attend and complete the class should be provided with a DHCD certification (in the format approved by the Department) indicating their completion of the class and dated appropriately. Monthly attendance and award of certificates should be reported to the Department monthly. The class should be presented frequently enough to meet programmatic needs of DHCD programs. Class dates should be provided to the Department for inclusion on the DHCD calendar. Presentations should be given by staff, not outside speakers. Grantees are welcome to collaborate in the conduct of these classes.

A3: Intake for DC Homebuyer Programs (HPAP/EAHP/NEAHP)

The Home Purchase Assistance Program (HPAP) is the primary DHCD program for first-time homebuyers. HPAP provides interest-free loans that include closing cost assistance to eligible applicants. Under this program, homebuyers may have the opportunity to purchase houses,

condominiums, or cooperative units in the District. DHCD has additional homeownership programs which are associated with HPAP, and which are targeted to specific populations or geographic areas or may meet specific home buyer needs.

The satellite programs are:

(1) The Employee Assisted Housing Program (EAHP) provides assistance to District of Columbia Government employees, who are first-time homebuyers in the District; and

(2) The Negotiated Employee Assistance Home Purchase Program (NEAHP) provides down payment and closing cost assistance to certain District of Columbia Government employees whose position is covered by specific union collective bargaining agreements.

Wherever the acronym "HPAP" is used, the same applies to the EAHP and NEAHP programs.

Prior to HPAP Application

Clients interested in HPAP assistance who have a pre-approval from a lender, should be assisted with making an application to the HPAP as expeditiously as possible. Those without a pre-approval letter from a lender are required to engage in HUD Housing Counseling (see A1 above) in order that they have the benefit of credit counseling and homeownership preparation. The action plan should include the actionable steps needed to ensure success as a homeowner and to achieve a pre-approval letter from a lender. Once a pre-approval letter has been obtained, the client with the Grantee's assistance should proceed to making their application to HPAP.

Application Process

For grantee organizations, this relationship management function includes working with first-time homebuyers throughout the homeownership application, preparation, purchase, and post-purchase process. Counseling will be focused on low- and moderate-income populations.

Once HUD credit counseling is completed the HPAP process includes:

(Optional) Applicant organizations may conduct pre-purchase seminars which include information and requirements of the HPAP programs. A DHCD Certification should be provided to attendees and recorded with DHCD.

Application Intake includes document collection of those documents needed. These should be collected in person or by means of a secure portal. Email is not considered a secure means for transmission of information which could be used for identity theft or other criminal activity. Drop-off at a staff office to an employee is acceptable.

Once the application package is complete, the organization submits to the appropriate HPAP administrator.

Homebuyer Education (8-hour class) (A DHCD Certification should be provided to 8-hour Homebuyer Education attendees and recorded with DHCD.)

Post-Purchase follow-up (Records of those follow-ups should be maintained by the organization. See Post-purchase in Service A1)

Organizations will be responsible for: (1) the application process, which includes delivery of completed applications to the HPAP Administrators; (2) completion of the application form itself and collection of all required supporting documentation, and (3) maintaining performance and reporting data, and databases as needed by the Department.

A4: Inclusionary Zoning Orientations

Introduction to IZ/ADU Programs:

The District's Inclusionary Zoning (IZ) Program requires a certain percentage of units in a new residential development, or a substantial rehabilitation that expands an existing building, be set aside as affordable units. The goals of this program are to increase the supply of affordable housing for low- and moderate-income households, to support the creation of mixed-income communities, to prevent rising home prices from driving out low- and moderate-income residents, and to leverage the expertise and capacity of the private market to develop affordable housing.

Affordable Dwelling Units (ADUs) are defined as for-sale and for-rent homes that are locally restricted for occupancy by households whose income falls within a certain range and are generally offered at a below-market rate. ADUs are generally produced in exchange for zoning relief, tax incentives, public financing, and/or the right to purchase or lease District-owned land. Specific ADU provisions, such as the affordability period, income limits, and resale restrictions, are set out in deeds, covenants, land disposition agreements, ADU administration plans and other originating documents.

ADU provisions have historically varied from project to project, as each is a result of a unique negotiation or project approval. However, ADU restrictions are becoming more standardized and more similar to standard IZ requirements.

Organization roles and responsibilities:
Provide mandatory IZ Orientation. The department's PowerPoint presentation must be utilized. Presentation and answers to participants' questions must conform to agency guidelines.

DHCD seeks organizations which will provide programmatic rental and homeownership counseling services in support of both of the above programs. Information about these

programs is available through DC Housing Search https://www.dchousingsearch.org , counselors will be required to utilize DC Housing Search, and train potential customers in how to search for affordable housing through DC Housing Search.

Grantees will be required to become familiar with the program requirements and procedures, as required by DHCD. In the last few fiscal years, the IZ program has produced approximately 400 new affordable units each year.

Orientation:
In particular, organizations are required to conduct IZ Orientations to help residents to be familiar with all programmatic requirements for the IZ program.

Organizations must conduct and coordinate this mandatory orientation session in a traditional and virtual classroom settings. They must provide interested applicants/residents with the relevant terms of the program, including next steps and other information as required by DHCD.
DHCD currently provides standard slides and certificate templates to use for this orientation and will provide training to grantees.

Completion of this orientation class is mandatory before an individual may register for the IZ program and individuals must renew registration every two (2) years to remain on the IZ registration list.

The class must be conducted at least monthly beginning within 30 days after the grantee's application is approved. Coordination of this class will include publishing upcoming class dates, accepting reservations via phone, email, or other method, allowing walk-ins if space is available, providing attendees with a certificate of completion (in a format approved by DHCD) upon completion of the class and providing at least monthly attendee data to DHCD. It will also include ensuring that attendees receive all required training materials, and shall be presented by grantee staff, not outside speakers.

Grantees must train program participants in the terms and specifics of the IZ and ADU Programs (training guidance will be provided by DHCD) and provide additional pre and post homebuyer education training.

Grantees must also provide data to DHCD on a regular basis as determined and requested by DHCD, including but not limited to the names and contact details for individuals who have received a DHCD certificate and the number of attendees at IZ orientations.

A5: Income Certifications for the IZ/ADU Units Programs

The agency seeks two organizations to provide income certifications for participants in the Inclusionary Zoning and Affordable Dwelling Units programs. Income certifications are expected to be conducted under a uniform process prescribed by DHCD and following HUD Part 5. DHCD has established requirements for approving Certifying Entities, including

specific IZ and ADU training.

Grantees are expected to become Certifying Entities pursuant to DHCD requirements. Grantee organizations will be required to ensure that program participants understand that income and occupancy restrictions apply to their IZ units and ADUs. Grantees will also be expected to complete income certifications for newly selected households and for renewing tenants. Grantees will be working closely with individuals, property management/leasing staff, sales agents and DHCD. DHCD will provide the necessary forms and procedures, but Grantees will collect the necessary paperwork from individuals and complete the income and household size verification process. Upon successful certifications, Grantees will notify DHCD and the sales/leasing staff.

Such restrictions may include but would not be limited to: (1) the specific affordability period, (2) conditions for, or prohibitions against, subleasing, and (3) resale restrictions. Ongoing outreach and assistance to occupants of IZ units and ADU is required in the areas of programmatic requirements and homeownership counseling.

A6: Income Certification for PADD Applicants

The Property Acquisition and Disposition Division (PADD) encourages vacant and/or abandoned property owners to rehabilitate and/or occupy their properties. PADD acquires vacant, abandoned, and deteriorated properties through negotiated friendly sale, eminent domain, donation, or tax sale foreclosure, when owners are unwilling or unable to maintain their properties. PADD also disposes of properties in inventory by selling them to individuals or developers to be rehabilitated into high-quality affordable and market-rate single-family and/ or multi-family for-sale or rental housing in District neighborhoods.

For DHCD, the activities of this Division create affordable homeownership and rental opportunities for low- and moderate-income households. Grantees must counsel these households as they qualify for and occupy these new homeownership and rental units. DHCD seeks one or more organizations which will provide counseling or training services for affordable units made available through PADD.

Because PADD units are not produced through a traditional homebuyer program, an intensive marketing and outreach effort to our target population will be required of grantees. Counseling services will also involve conducting income certifications and re-certifications for purposes of admission and continuing participation in this program. Income certifications are expected to be conducted under a uniform process prescribed by the Department. For PADD, grantees must ensure that program participants understand that income, or occupancy, restrictions apply to their unit. Such restrictions may include but would not be limited to: (1) the specific affordability period; (2) conditions for, or prohibitions against, subleasing; (3) potential rent increases; and (4) resale restrictions. The specific unit covenant

terms will be communicated to stakeholders by the Department, but grantees must facilitate communication with stakeholders.

A7: Public Services: General Coaching and Information

Public Services may be undertaken by Applicants which have not yet obtained HUD Approval and may not employ a HUD certified housing counselors. (HUD Approved organizations who are applying for A1 or A2 do not need to apply for this service, since they are able to provide these Public Service activities in connection with their other lines of services.

These activities are frequent but not exclusively in a group setting. These may be virtual or in-person, as long as an in-person option is provided. Grantees may utilize Homebuyer Clubs as an effective tool for keeping clients engaged in homebuyer preparation when a long-term period is needed for better positioning to be a first-time buyer.

They may include group trainings on understanding credit and credit reports and involve savings programs.

Public service staff are required to train clients to utilize available tools, such as DC Housing Search https://www.dchousingsearch.org to locate affordable housing for sale and for rent.

CATEGORY B: COUNSELING AND TRAINING FOR HOME PRESERVATION

B8: General Home Management (Post-Purchase Non-Delinquent)

Post-purchase counseling is essential for Homeowners who have purchased their homes, are not delinquent in their mortgage payments and would like to remain successful by creating a realistic financial plan to avoid financial pitfalls and protect and retain their homeownership. Post-purchase counseling is essential to understand local post-purchase behavior, especially low-moderate income homeowners, that can be supported by education and supportive programs to ensure recent homeowners understand what to do in the event of hardships. Organizations that provide post-purchase counseling sessions and education workshops will ensure their topics consist of the following:

1. Prepare a maintenance plan for major household systems and repair strategies.
2. Emergency preparedness plan to assist client in case of disaster.
3. Understand consequences of not paying taxes, HOA payments or community assessments.
4. Explain the benefits of establishing an emergency fund and retirement or tax-incentivized accounts.
5. Provide knowledge of home improvement financing options like HELOCs and give counsel on how to apply for additional financing to renovate property.

6. Access the client's understanding of the process of refinancing the home and incurring more debt.

This counseling activity may include, but not be limited to, appliance warranty disputes, contractor disputes, disputes with mortgagors, will and estate issues, including transfer-on-death deeds, etc. In this service, grantees must serve as advisor-educators and are prohibited from giving legal advice. Grantee activities should focus on low--and moderate-income populations.

B9: Foreclosure Counseling

Homeowners who are delinquent in loan payments (as well as those in danger of delinquency) need to know what options are available to them. Similarly, those in foreclosure need to know their options and resources that may assist them, especially if available legal services are available.

Organizations are required to provide foreclosure prevention counseling that helps homeowners at risk understand the foreclosure process in Washington, DC, determine their legal rights and identify options to avoid foreclosure.
Organizations will assist struggling homeowners with loss mitigation, communicate with mortgage servicers and provide services such as the following:

1. Provide advice and coaching to assist clients with creating a budget based on financial goals. Assess the current financial situation and develop short and long-term strategies to reduce expenses and debt to achieve client goals.
2. Explain loss mitigation. Explain the requirements of a loss mitigation package and evaluate the client's loss mitigation options for FHA and non-FHA loans.
3. Provide examples of mortgage default scams and ways to avoid being a victim.
4. Explain the consequences and costs associated with a foreclosure, short sale, or deed-in-lieu.
5. Explain the foreclosure timeline and devise a plan if the client is unable to stay in the home and assist the client in mortgage default recovery. Demonstrate the impact of a mortgage default.
6. Work with displaced residents seeking referrals for housing.

Grantees work with homeowners who are delinquent in their mortgage payments, or who are in foreclosure, or in post-foreclosure. These counseling services are also offered to owners of multi-family properties, and ownership associations. This counseling serves as a central element of DHCD's overall foreclosure prevention strategy.

It is critical to address the District's foreclosure crisis. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Grantees also work with the Department of Insurance Securities and Banking (DISB) to protect clients against scam operations that prey upon residents who are subject to foreclosure. Grantee organizations extract data for outreach and targeting efforts from the Office of the Recorder of Deeds, which provides a listing of all official foreclosures in the

District on a weekly basis. DHCD seeks one or more organizations that will provide foreclosure counseling services which include, but may not be limited to, all of the above-described foreclosure prevention activities.

For grantees, this counseling function means working with troubled homeowners, utilizing all foreclosure prevention or mitigation tools available, and if necessary, working with customers throughout their foreclosure or post-foreclosure process. Grantees must provide full assistance and advice to troubled homeowners. Grantees will be responsible for: (1) assessing the homeowner's circumstances, (2) educating the homeowner about the full implications of mortgage delinquency and foreclosure (3) exploring and providing options of action for the homeowner (4) providing tools or alternative support that may further assist the homeowner (5) developing and executing a best action plan for either saving the home or undertaking the best course for the homeowner, and (6) tracking the results of their counseling efforts. In addition, grantees will provide ongoing performance and reporting data and databases maintained.

Post-Foreclosure Counseling: It is critical that grantees continue their counseling relationship with customers, even if the home cannot be saved. Grantees must follow up with troubled homeowners for a period of time after any action plan has been executed. If the home has not been saved, counseling should be made available, and if necessary, referral to other needed services. If the home has been saved, counseling follow-up is also necessary to ensure that the ongoing action plan is being properly implemented. If more problems arise, it will be the grantee's responsibility to address them as quickly and as efficiently as possible.

With the passage of the Saving DC Homes from Foreclosure Emergency Amendment Act of 2010, troubled or delinquent District homeowners have the right to engage in mediation prior to foreclosure. As a result, DHCD requires grantees to provide counseling related to this mediation process.

Grantees must be familiar with the Law, its regulations, and the mediation process which has been implemented by the Mediation Administrator at the DC Department of Insurance, Securities, and Banking. Grantees must educate troubled homeowners in the decision factors related to mediation election, and, if necessary, prepare them for mediation. In some cases, counselors may be asked to accompany, or represent, troubled homeowners in the mediation process. Grantees must ensure that all customers who elect mediation complete and submit proper documentation in a timely manner. Grantees must ensure that the best interests of troubled borrowers are protected throughout the mediation process. Finally, DHCD expects grantees to follow-up after the mediation process is complete to ensure that any final mediation agreement is properly implemented.

B10: Eviction Counseling

Applicants who have HUD certified counselors or NeighborWorks America foreclosure certified counselors may offer this service. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Training should also include knowledge of laws and legal procedures governing eviction.

Eviction has long created housing instability for renters, and especially among low- and moderate-income households. For those at the lower end of the economic scale, eviction has caused not only housing instability but also employment insecurity and homelessness. Studies have shown that lack of access to legal representation has resulted in markedly different and detrimental outcomes as compared to renters who have legal representation. After legal representation, the next most effective range of services includes alternative dispute resolution (or mediation), knowledge and guidance in court navigation, and effective management of legal and tenant-landlord documents. In addition to housing instability, eviction also has credit impact for the tenant.

It is critical to provide those in danger of eviction with counseling to make informed decisions. This includes access whenever possible access to legal services. Also, appropriate training includes information about tenants' rights and obligations, the credit impact of eviction, use of payment plan agreements, understanding of court processes and procedures, and access to alternatives to court procedures. When tenancy is lost, counseling for housing alternatives is needed and a path forward to credit repair.

B11: Single-Family Residential Rehabilitation Program

The Single-Family Residential Rehabilitation Program (SFRRP) administers grants to District homeowners for roof repairs and for modifications to eliminate barriers to accessibility for persons with mobility or other physical impairments. Projects approved for SFRRP require a covenant on the property to protect the District's funding of the project.
DHCD seeks one or more organizations which will provide application intake services to SFRRP applicants throughout the grant process.

> **Mandatory Counselor Intake Training:** Grantees for this line of service are required to attend training with the SFRRP team in September to be introduced to updated aspects of the SFRRP for FY25. It is critical that the grantee have a solid understanding of the updated program and the requirements for applications. Therefore, the September training is mandatory for SFRRP intake counselors.
>
> **Application Period:** Applications for SFRRP will only be taken between October 1, 2024, and December 31, 2024. To be considered applications during this period must be complete. Lack of required documentation or information will not "hold a place" in the program if not provided before the December 31, 2024. The Department at its sole discretion reserves the right to close the program prior to the deadline if funding is depleted or no longer available.

Information Session for Applicants: The Department will provide Grantees with a PowerPoint presentation outlining the program and its requirements. Intake counselors are required to use this presentation with all potential applicants either in a group sessions (such as an Orientation) or in a one-on-one session with the potential applicant.

Grantee's and Counselor's Responsibilities: (1) use the Department PowerPoint presentation to present the program to potential applicants, answering questions from residents interested in the program; (2) complete the application document and collection of **all required** supporting documentation *(incomplete applications will not be accepted)*; (3) post-application and post-grant support; and (4) providing performance and reporting data as required.

45 Day Period: It is critical that no application be uploaded in the SFRRP portal unless it is complete with all required documents and intake form completed. If an incomplete application is uploaded in the portal, the SFRRP staff will notify the counselor and the applicant that the application cannot be accepted. The notification state that what is complete and state the **applicant has 45 days** to provide the requested information including documents. After 45 days if the application remains incomplete, the application will be closed as incomplete for funding.

Application Portal: Counselors will need to provide their name and contact information (e.g. email) when uploading in case SFRRP program staff need to follow up.

Legal Citations Governing Program Area for Category B:

Applicants to provide any service in Category B should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

- Lead Safe Washington 24 CFR, Part 35, 24 CFR, Part 85.37, Section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992
- Single Family Rehabilitation 14 DCMR, Chapter 28 First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
- Saving DC Homes from Foreclosure Emergency Amendment Act of 2010 (DC Act 18-635; 57 DCR 12404)

B12: Legal Services for Homeowners and/or Coop & Condo Associations

The Department seeks organizations to provide legal services to provide one or both of the services noted below. Grantees will conduct outreach to low- and moderate-income populations in need of these services.

- Legal Services to Seniors
  Seniors who are homeowners can be assisted by the Applicant to have legal services to assist Seniors to avoid housing instability or the loss of ownership of their home. In addition to their own attorney staff, Applicants may seek *pro bono* services from other members of the Bar.

- Legal Services to Coop-Condo Associations
  Legal services may be provided to Cooperatives and/or Condominiums ("Associations") to ensure housing stability. If Associations have problems in areas of legal entity status, required legal or financial filings, compliance issues, risk management concerns, board and member training, best legal practices, and collection of association fees (to name of few), such issues may threaten the member's housing stability, and the owners' (or members') investment in their properties. Selected applicants will provide legal services to Associations in low- and moderate-income census blocks to mitigate these concerns, to preserve housing stability of owners and to ensure well-functioning Associations and Boards.

B13: Technical Assistance for Coop and Condo Associations

The Department seeks one or more organizations to provide technical assistance to Associations. The situation many Associations may face is a need for training in best practices of Association management. Training in best practices and frequently encountered problem situations may be offered by the grantee not only to the Association Board but also to the owners in the Association. Association boards and their member owners frequently face issues of association fees not being paid, lack of income to fund reserves, special projects that would require a special assessment, and decisions of taking court action or being the defendant in a court action. These are just a few of the legal issues which may arise for the Association, in addition to the more routine matters of by-laws and required legal documents for the operation of the Association.

B14: Technical Assistance for Landlords of Small Rental Properties

Landlords of small rental properties face enormous challenges. They frequently lack the staff and the resources of large multi-family properties to deal with the many details of operations and asset management. Small unit properties cannot readily absorb mistakes or challenges.

In a ten-unit property, one vacancy is a 10% vacancy rate, while one unit in a 100-unit property is 1% vacancy rate. Yet, small unit properties are often the affordable renter properties. To preserve this housing stock as an affordable option, DHCD seeks grantees to provide Technical Support to Owners of Small Unit Properties (of 30 units or less).

Services can be provided through group training as well as through one-on-one counseling. Like many small business owners, owners can often benefit from a better understanding of accounting practices and financial statements (balance sheet, income statement, cash flow report). Knowledge of financing options is another common to many business owners. Topics such as these are particularly suitable to the needs of owners.

1. **Property Management Software**: Landlords often need help selecting and implementing property management software to track rent payments, maintenance requests, tenant information, and other critical operational data.

2. **Legal Compliance**: Guidance on navigating complex local, state, and federal housing laws and regulations related to fair housing, security deposits, evictions, and other landlord-tenant issues.

3. **Financial Management**: Guidance with accounting, tax preparation, and financial planning specific to rental property ownership and operations.

4. **Maintenance and Repairs**: Access to vetted contractors, tradespeople, and service providers to handle property maintenance, repairs, and upgrades in a timely and cost-effective manner.

5. **Tenant Screening and Selection**: Guidance and best practices with tenant screening processes, background checks, and selecting responsible renters to minimize vacancies and evictions.

6. **Marketing and Leasing**: Help with listing vacant units, advertising, showing properties, and executing leases to keep units occupied.

7. **Emergency Response**: Guidance on developing emergency plans and protocols to address unexpected events like natural disasters, property damage, or tenant issues.

8. **Asset Management Issues**: The ratios and metrics of asset management for multi-family properties provide a helpful guide to best practices. For example: Many landlords are unaware of the effect that certain metrics have in their properties. Slow "Make-Ready" times, refers to the length of time it takes to prepare an apartment to be shown to prospective tenants. Similarly, "turn time" refers to the times it takes to find a renter and receive the first month's rent. Slow turn times are also a drain on resources. When there are slow "make ready" and slow "turn times" the combined effect can be detrimental for the property's future. High turn-over rates among renters is another draw on the income. Other issues and topics include: What to do when you have a tenant who is not paying rent? What are the alternatives to eviction? How do the Court work? Are there pre-eviction resources? What legal services are available to the owner?

CATEGORY C: TENANTS AND TENANT GROUPS: SERVICES RELATIVE TO Tenants Opportunity to Purchase Act, Rental Conversion and Sale Division, and Rental Accommodations Division

The DC Tenants Opportunity to Purchase Act (TOPA) seeks to protect tenants and tenant groups from displacement due to sale of the property. The law allows tenants to purchase their apartment building. Tenants have the choice of maintaining the apartments for rent or converting to cooperatives or condominiums. DHCD seeks to preserve affordable housing in the District and limit displacement of low- and moderate-income households. For groups that choose coop or condo conversion, this provides a path to homeownership.

DHCD provides both financial assistance and technical assistance, as well as specialized organizational and development services, for tenant groups who are pursuing the purchase of their apartment buildings. Through DHCD's Development Finance Division, organized tenant associations may be provided with seed money, earnest money deposits, and acquisition and/or rehabilitation assistance. After acquisition and rehabilitation, DHCD also provides ongoing Board training and property management support to the newly formed cooperative or condominium Boards.

C15: TOPA: Pre-purchase Training

DHCD seeks one or more organizations which will provide pre-acquisition organizational and developmental counseling and training to tenant groups or tenant associations in support of their intent to purchase their building. These tenant groups must be preliminarily qualified as eligible for DHCD's Tenant Purchase Technical Assistance program. Grantees must provide the following services to tenant groups:

a) establishment of a tenant association.
b) selection and appropriate training of Board members.
c) training of captains (court, building and floor).
d) training in roles and functions of committee members; (5) training tenant groups in detail about the building purchase process.
e) training tenant associations in property management techniques.
f) provide training to the tenant association on each type of ownership; and conducting surveys of tenant associations to determine the appropriate form of ownership for their building (cooperative or condominium).

It is critical that Grantees in this service maintain an outreach to educate and inform low- and moderate-income tenants about their rights and opportunities provided by TOPA. Grantees are encouraged to make this a central aspects of their marketing plan, and to create

opportunities as well as avail themselves of opportunities to participate in educational outlets to reach tenants. Collaboration with other Grantees in this or similar service lines is encouraged. Grantees should participate in DHCD when and as those opportunities for outreach are available.

While training the tenant association, the grantee must be able to prepare and submit appropriate documentation required in the purchase process, including but not limited to tenant profiles and feasibility analyses, response to Notice of Sale of Building, preliminary development, acquisition, and rehabilitation plans, and operational plans.

The grantees must have skill and experience in negotiating the lease or purchase of the building. In addition, grantees must assist tenant groups in procurement related to the development, purchase, and rehabilitation process, including but not limited to attorneys, architects, engineers, financial and developmental consultants, private developers, appraisers, and property managers.

C16: TOPA: Post-Purchase Training

DHCD seeks one or more organizations which will provide ongoing post-acquisition counseling services which include property management and Board training for properties which have been purchased and/or rehabilitated with financial assistance from the DHCD Development Finance Division's First Right Purchase program. Generally, these are multi-family properties that have been purchased through limited equity cooperative agreements or condominium purchases. Therefore, non-profit Board training and development skill and/or experience, as well as multi-family property management skills are critical to providing effective counseling services. Services to be provided under this activity may include, but are not limited to:

a) establishing standards of evaluation for each participant's financial status and leadership capacity.
b) conducting annual management reviews of all Boards, oversee election and
c) training of new Board members.
d) assisting in the establishment of appropriate arrangements with required service providers such as exterminators, garbage collectors, landscapers, etc.
e) assisting in capital management planning and a stabilization plan for rehabilitation and/or refinancing.
f) tracking property vacancies and reviewing new applications for membership.
g) establishing and reviewing membership guidelines.
h) technical assistance in accounting, budgeting, and the preparation of financial statements for long-term financial viability.
i) providing Board of Directors with training as appropriate; and

j) other required management and support duties. Grantees will assist the condominium or cooperative in developing a budget for the overall management and carrying costs of the property.

Grantees will assist the Board and membership in all aspects of management, such as completion of the audit, Fair Housing issues, required individual, property, and Board insurance, taxes, the role of Board officers, evaluation of monthly financial performance, training on lender compliance, i.e. loan payments, income requirements. DHCD will likely negotiate assignment of specific properties to grantees for this service.

Legal Citations Governing Program Area in Category C:

Applicants to provide any service in Category C should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
Tenant Purchase Technical Assistance Program DC Code 42-3404.02
Rental Housing Conversion and Sale Act of 1980, as amended (DC Code 42-3401.01 et. seq.) (Also known as the Tenant Opportunity to Purchase Act or "TOPA")

C17: Services for Tenants and Tenant Organizations
(in partnership with Housing Regulation Administration, Rental Accommodation Division, Rental Conversion and Sale Division).

Activities under this service will supplement and enhance the services provided by DHCD's Housing Regulation Administration (HRA), which includes the Rental Accommodations Division (RAD) and the Rental Conversion and Sale Division (CASD).

RAD administers the Rental Housing Act of 1985 (D.C. Official Code § 42-3501.01 et seq.) which regulates residential rental housing registration and the rent stabilization program (commonly known as rent control). RAD oversees rent adjustment procedures, processes notices to vacate, reviews tenant petitions prior to adjudication by the Office of Administrative Hearings and adjudicates most types of landlord petitions. RAD also proposes rules and regulations for administration of the Rental Housing Act for review and publication by the Rental Housing Commission.

CASD administers the Rental Housing Conversion and Sale Act of 1980 (D.C. Official Code § 42- 3401.01 et seq.) which regulates the sale or transfer of ownership interests under the

Tenant Opportunity to Purchase Act of 1980 (TOPA) (D.C. Official Code § 42-3401.01 et seq.), the conversion of use of rental housing to condominium or cooperative ownership and residential condominium formation and registration under the Condominium Act of 1976 (D.C. Official Code § 42-1901.01 et seq.). Further, CASD administers a Housing Assistance Payment program (HAP), under which tenants may be eligible for rent assistance if they are displaced due to the conversion of use of their apartment building to condominium or cooperative ownership.

CASD also proposes rules and regulations for administration of the Rental Housing Conversion and Sale Act of 1980.

DHCD seeks one or more organizations which will support RAD and CASD operations by providing counseling and tenant education services to tenants and tenant groups. Grantees must provide counseling and training assistance to tenants and tenant organizations regarding the District's rental housing laws and tenant and landlord rights and responsibilities.

For CASD, grantee organizations must provide counseling and training concerning: (1) tenants' TOPA rights when a landlord intends to sell, demolish, or discontinue rental housing use; (2) transfers of rental housing ownership or economic interests; (3) assisting tenants or tenant organizations in exercising their right to purchase; (4) informing tenants or tenant organizations relating to partner-investors and assigning TOPA rights; (5) conversion of use from rental housing to condominium or cooperative ownership by tenant elections, or conversion in lieu of tenant elections; (6) the Housing Assistance Payment program and relocation assistance; (7) tenant organization formation, incorporation, and registration; (8) protections for elderly or disabled tenants; (9) coercive or retaliatory activities; (10) tenant rights when rental housing is in foreclosure; (11) notices of intent to convert use from rental housing to condominium or cooperative ownership; and (12) relocation counseling for displaced tenants.

For RAD, service providers must demonstrate the ability to counsel and train tenants and tenant organizations on rent control provisions including properties that are regulated by or exempted/excluded from rent stabilization under the Rental Housing Act:

1) petition- based and annual rent increases.
2) executing and filing tenant petitions.
3) responding to landlord petitions.
4) protections for elderly and disabled tenants.
5) RAD's conciliation services.
6) notices to vacate and eviction procedures.
7) disclosures to tenants.
8) changes and decreases in services and facilities.

9) learning about and securing enforcement of housing condition regulations.
10) security deposits.
11) understanding lease provisions.
12) rent increases if a property is not under rent control.
13) appealing decisions of the Rent Administrator or the Office of Administrative Hearings; and
14) relocation counseling for displaced tenants. Note: Advocacy on behalf of tenant groups, or tenant rights assignees– including, but not limited to, legal advice or advocacy on tenants or tenant organizations' behalf in negotiations with a property owner–is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators, and not as advocacy groups. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns, or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a grantee is to ensure that tenants understand all available options.

Direct Counseling to Tenants and Tenant Groups: tenant counseling services will be designed to educate tenants in privately-owned properties about their legal rights and opportunities. This service is to be provided to tenants and tenant groups which are not subject to foreclosure and have not selected to exercise their Opportunity to Purchase Rights and/or Right of First Refusal under TOPA. It also includes providing other services and tenant education, which may not fall into the categories of services outlined above, such as eviction counseling, relocation counseling, apartment search, or apartment management.

DHCD seeks one or more organizations with the capacity to bring a range of resources to prevent involuntary displacement and to provide opportunities for continued affordable rental housing. Grantees must provide counseling services to tenants and tenant groups which include, but are not limited to: (1) outreach to tenant groups upon notice of one-year potential for subsidy expiration; (2) technical assistance in negotiations between owners and HUD relative to the renewal of federal subsidy contracts; (3) counseling for tenants in buildings where the subsidy will be lost and the tenant(s) must move; (4) counseling for tenants who are behind in their rent on best-action options; and (5) appropriately referring tenants who are in landlord/tenant disputes to all available resources. Grantees must also conduct research using the many databases and research tools available to identify properties that have a critical need for counseling assistance, including but not limited to DCHousingsearch.org. Note: Advocacy on behalf of tenant groups or tenants' rights assignee –including, but not limited to, legal advice or advocacy on tenants or tenant organizations behalf in negotiations

with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators and not as tenant advocates. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a prospective grantee is to ensure that tenants understand all available options.

Additional Legal Citations Governing Programs in Category C.

Applicants to provide any service in this Category and should review in detail the legal citations governing DHCD's rental accommodation functions:
(1) the Rental Housing Act of 1985, D.C. Official Code § 42-3501 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapters 38-44.
(2) the Rental Housing Conversion and Sale Act of 1980, D.C. Official Code § 42-3401 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapter 47.
(3) the Condominium Act of 1976, D.C.

Official Code § 42-1901 et seq.; (4) D.C. Official Code § 42-1901 et seq.; (5) the First Right to Purchase Program, title 14 of the District of Columbia Municipal Regulation, chapter 2700; and (6) Housing Conditions, Title 14 of the District of Columbia Municipal Regulations, Chapters 1-15. Submission of an application relevant to these services presumes that the applicant intends to meet all requirements to provide counseling to tenants and tenant groups pursuant to these above referenced citations.

3.3 Geographic Distribution of Services

The Department's decision to select one or more grantees to provide services will be influenced by the potential geographical distribution of service among the qualified applications received. Applicants can designate their proposed service areas in the District based on their by-laws, Board policies, etc. However, the Department reserves the right to designate any service areas it deems appropriate or necessary in making awards and negotiating grant terms. In reviewing the applicant pool, the Department's priority will be to ensure that excellent affordable housing counseling and training services are provided to all low- and moderate-income citizens of the District of Columbia. The Department will seek to bring parity in the quality of all housing services provided for all areas of the District through the award and ongoing management of these grants.

3.4 Marketing and Outreach

Marketing Plan to be submitted: Marketing and outreach are critical aspects of the grant's work. Grantees' efforts ensure these programs and services' success and desired impact. No Grantee or service is exempt from this requirement. Applicants must submit a detailed marketing and outreach plan for the services they are applying for. The plan should be detailed and not assume an understanding that has not been stated. Marketing should be included in the proposed budget and work plan.

DHCD will review and approve the marketing plan. In accordance with agency policy, marketing activities should highlight partnerships with and funding by DHCD.

Aspects of Marketing and Outreach to be considered:

- Continuous and consistent marketing and outreach are essential to achieving these services' objectives and maximizing public awareness of DHCD housing programs.
- Because of DHCD's diverse target population, grantees must utilize various marketing tools.
- Grantees are responsible for distributing DHCD program materials at community forums, public events, homeownership meetings, and fairs. Marketing and outreach may include but are not limited to, websites, email blasts, blogs, listservs, Twitter, Facebook, YouTube, Hope Hotline, flyers, door-to-door visits, community meetings, use of cable television (Channel 16), and public service announcements.

Coordinated with the Department: The grantee's marketing and outreach must be coordinated with DHCD. Grantees are expected to continually assess the success and impact of their marketing efforts to identify the most effective and efficient ways of reaching low– and moderate-income populations.

Participation in Department Marketing Activities: As required by DHCD, Grantees must participate in public activities and events related to housing opportunities. These may include but are not limited to tabling at events, participating in panel discussions, and providing speakers to groups, agencies, or organizations that request them.

DHCD Acknowledgement: Grantees must always acknowledge such housing assistance activities as Department of Housing and Community Development programs in any distributed print or electronic materials. DHCD must approve all such materials before distribution.

Use of DHCD Logo: All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or entirely, by the Department.

1. The written or printed materials must include the authorized DHCD logo.
2. Written or printed materials include, but are not limited to, newspaper, radio, and television announcements or advertisements. Websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.

4. The grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to the Grantee.
5. The grantee must provide copies of all marketing materials, brochures, flyers, and other materials that publicize grant-funded activities to the Grantor via email at dhcd.occo@dc.gov
6. The grantee shall publicize as appropriate to its constituency through social media, print, and online postings, DHCD communications, and events related to Grant-supported activities.

Diversity and Language Access in Marketing: Grantees must demonstrate the capability to effectively serve and communicate with the District's various non-English speaking and special needs populations. This means that marketing and outreach materials must be made available in multiple languages and media based on the needs of those populations. The grantee must demonstrate its intent and capability to comply with the District's Language Access Law. In addition, grantees must demonstrate the availability of appropriate staffing to ensure compliance with the District's Language Access Law.

3.5 Focus Areas and Neighborhood Revitalization Strategy Areas (NRSA)

DHCD has identified specific areas of the District as "Focus Areas." These Areas represent areas where the District has invested in funding to create and preserve affordable housing. Focus Areas follow main routes through the District and their associated neighborhoods. In many cases, business owners are centered on these major routes, while resident services will be seen as more appropriate for those in the communities. Applicants must ensure services are delivered to low- and moderate-income households or areas as part of their program (Housing Services, Small Business Technical Assistance, Façade Improvement). This is a CDBG requirement.

- For Housing Counseling applicants, these Focus Areas should be used to plan outreach activities to inform residents of their services.
- For SBTA and Façade grantees, the Focus Areas define the geographical areas of the District in which they will provide services. In this latter case, the Focus Areas define not only their outreach area but also their service area.

NRSAs Targeting East of the River

The Department obtained the HUD designation for the Neighborhood Revitalization Strategy Area (NRSA) for the Focus Areas in Wards 7 and 8. DHCD has designated areas of Historic Anacostia in the city's Southeast and Far Northeast communities as Neighborhood Revitalization Strategy Areas (NRSAs). This designation will allow the city to target Community Development Block Grant (CDBG) funding that supports economic and community revitalization efforts. These include Martin Luther King Jr Avenue, Marion Barry Avenue, Minnesota Avenue, and Benning Road. However, all areas of Ward 7 and Ward 8 remain the focus of the grantee's work and outreach.

For communities outside of the NRSA areas, DHCD has designated Focus Areas throughout the District. Applicants are encouraged to partner with other community-based organizations. This collaboration can include cross-disciplinary collaboration. For example, a Façade grantee may partner with an SBTA grantee to provide business owners various services encompassing both disciplines. Housing service grantees may partner to promote or provide services one grantee offers, but another may not. The key to collaboration is an outlook of being partners, not competitors.

The following is a list of the Focus Areas and some of their associated neighborhoods. The outreach plans can include other nearby neighborhoods, mindful of the low-income requirements. Each applicant is asked to select one or more Focus Areas for their application. Please note that this is a minimum, and applicants may choose more than three. Applicants will be asked to provide reporting on outreach activities.

The following is a list of the Focus Areas outreach plans, mindful of the low and income requirements.

Focus Areas/Neighborhoods

- **16th St NW Corridor** near the intersection with Havard St NW (Columbia Heights) in Ward 1
- **Georgia Ave and New Hampshire Ave NW Corridor** (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- **Rhode Island Ave and South Dakota Ave NE Corridor** (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 4 and Ward 5
- **M Street and South Capitol Streets SW Corridor** (Greenleaf and Waterfront) in Ward 6
- **Benning Road and Florida Ave NE Corridor** (NoMa/Ivy City/Trinidad) in Ward 5 and Ward 6
- **Minnesota Ave and Benning Rd NE Corridor** (Benning, Greenway) in Ward 7
- **Pennsylvania Ave and Minnesota Aves SE Corridor** (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- **East Capitol and Benning Rd Corridor** (Capitol View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- **Marion Barry Ave and Martin Luther King Aves SE Corridor** (Historic Anacostia, Fairlawn, Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- **Marion Barry Ave and Alabama Aves Corridor** (Skyland, Woodland, Garfield Heights) in Ward 8
- **Martin Luther King Ave and Alabama Ave Corridor** (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- **South Capital St and Chesapeake St SE Corridor** (Bellevue, Washington Highlands) in Ward 8

FY23 Housing Counseling Pre Award Workbook

Organization Name:	Lydia's House of Sacrament	Performance Period:	5/1/2023 to 05/30/2024
Grant Number:	FY23 II		

HUD Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	Match from FY23 Activities	Total
A1	HUD Housing Counseling	16	Number of First Time Homebuyers Participating (Intake)					
A1		709	Number of First Time Homebuyers Completing Counseling (Financial Ready to Buy Graduate)	Public Service or NOSA		$0.00	$69,700.00	$69,700.00
A1		719	Number of 1 1 Counseling Sessions (Report 6 Cards)					
A1		603	Number of unduplicated households					
A1		816	Number of 1 1 Homebuyer Counseling Sessions					
A1		703	Number of unduplicated households					
A2	Refugee Homebuyer Class	8	Number of 8-hour Homebuyer Education Classes	Public Service or NOSA		$0.00	$16,111.10	$16,111.10
A2		600	Number of Attendees at 8-hour Homebuyer Classes					
A2		600	Number of CHCS Certificates Issued					
A3	HOAP (Rapid Rehab)	0	Number of HOAP Pre Purchase Counseled conducted					
A3	(HOP) ONLY!	201	Number of Attendees at HOAP Orientations	Non-Public Service or NOSA		$48,550.00	$32,445.00	$80,995.00
A3		125	Number of Files submitted to HOAP Administrator					
A3		109	Number of 1 1 HOAP Counseling Sessions					
A3		114	Number of unduplicated households					
A4	ID/ADU Orientations	16	Number of ID Orientations Conducted	Public Service or NOSA		$0.00	$19,974.05	$19,974.05
A4		1320	Number of Attendees at ID Orientations					
A4		1320	Number of CHCS Certificates Issued					
A5	ID/ADU Income Certifications	0	Number of ID/ADU Income Certifications completed	Public Service or NOSA		$0.00	$0.00	$0.00
A6	FSDG	0	Number of FSDG group trainings conducted	Public Service or NOSA		$0.00	$0.00	$0.00
A6		0	Number of attendees at FSDG group training					
A6		0	Number of 1 1 FSDG sessions (if applicable)					
A6		0	Number of unduplicated households receiving 1 1 FSDG training					
A6		0	Number of FSDG Income Certificates					
A7	General Housing Services & Information (Group Training)	0	Number of Financial Literacy Trainings (including but not limited to check & budgeting)	Public Service or NOSA		$0.00	$9,419.05	$9,419.05
A7		65	Number of Attendees at Financial Literacy Trainings					
A7		0	Number of Homebuyer Club Meetings					
A7		0	Total # Attendees at Homebuyer Club Meetings					
A7		0	Number of group trainings or workshops not reported in other categories					
A7		0	Number of Attendees in group trainings or workshops not reported in other categories					
B10	Eviction Counseling	0	Number of Eviction workshops	Public Service or NOSA		$0.00	$0.00	$0.00
B10		0	Number of Attendees at Eviction workshops					
B10		0	1 1 Eviction Counseling					
B10		0	Unduplicated households 1 1 Eviction Counseling					
B10		0	Number referred to Attorney(s) for Legal Services					
B10		0	Number of 1 1 Attorney Consultations (Law Firm Subrecipients Only)					
B10		0	Number of unduplicated clients participating in 1 1 Legal Consultations (Law Firm Subrecipients Only)					
B10		0	Number Evictions Prevented					
B11	EFAS	0	Number of EFAS Orientations conducted (new/old)	Public Service or NOSA			$5,419.05	$5,419.05
B11		139	Number of 1 1 EFAS sessions					
B11		123	Number of unduplicated households					
B11		66	Number of complete applications submitted to EFAS9 Portal					
B12	Legal Forms on Services, Change and Condos	0	Certain Foreclosure avoidance legal services	Public Service or NOSA				$0.00
B12	(Law Firm Subrecipients Only)	0	Other Legal matters requiring legal forms etc					
B12		0	Condo Associations receiving legal services					
B12		0	Number of Pre Bond Legal Services Reviewed and Returned					
B12		0	Number of Requests for Law Firms (Financial)					
B12		0	Number of Attendees at seminar for Law Firms (Securities)					
B12		0	Number of new subscriptions initiated					
B12		0	Total Number of Requests to and work with Pre Bond Provided					
B12		0	Number of subscription assessments conducted					
B12		0	Number of subscription agreements conducted					
B12		0	Number of Excess Households that did not need Legal Counsel or Consultation					
B12		0	Number of Excess Households that received Legal Representation					
B12		0	# of Clients Served with Title II Funds					
B12		0	# of Clients Served with Title III Funds					
B12		0	# of Bona Fide emergency evictions or housing related matters					
B12		0	# of at risk and Legal Aid Referral Clients					
B13	Technical Assistance to Co-Ops and Condo Associations	0	Number of Co-Op Assessments and Limited Technical Assistance	Public Service or NOSA				$0.00
B13	Closing	0	Number of Action Plans written for Co-Op Assessments					
B13	Closing	0	Number of Successful Outcomes for Co-Op Assessments					
B13	Closing	0	Number of Asset Management Improvement Loans as Presented for Co-Op					
B13	Closing	0	Number of Asset Management Types of Support Services as Presented to Co-Op					
B13	Closing	0	Number of Closing Cost Loans as Provided to Co-Op Associations and Clients					
B13	Closing	0	Number of Legal Assistant Services provided as Referred Co-Op Associations					
B13	Closing	0	Number of Consultative Services as Presented to Co-Op Associations and Clients					
B13	Closing	0	Number of Organizational Development Types of Support Services as Presented to Co-Ops					
B13	Closing	0	Number of Counseling Follow Along Sessions provided to attending prospective residents including shared equity					
B13	Closing	0	Number of Reserve Plans completed and accepted for Co-Ops					
B13	Closing	0	Number of Trainings on Board Governance Governance & Management to Co-Ops					
B13	Closing	0	Number of Trainings on Capacity Building and Sustainability conducted effective Co-Op Governance & Asset Management					
B13	Closing	0	Number of written Asset Management & Sustainability Plans for Co-Ops					
B13	Condos	0	Number of Condo Assessments or Mixed Technical Assistance					
B13	Condos	0	Number of Action Plans written for Condo Associations					
B13	Condos	0	Number of Successful Outcomes for Condo Associations					
B13	Condos	0	Number of Asset Management Improvement Loans as Provided for Condo					
B13	Condos	0	Number of Annual Survey of Clients (not provided by phone visit etc) and associated methodologies completed for Condo					
B13	Condos	0	Number of Asset Management Types of Support Services as Provided to Condo					
B13	Condos	0	Number of Legal Assistant Services provided to Owners and Condo Associations					
B13	Condos	0	Number of Consultative Services as Provided to Condo Associations and Clients					
B13	Condos	0	Number of Organizational Sustainability Types of Support Services Provided to Condo Associations					
B13	Condos	0	Number of Reserve Plans completed and accepted for Condo Associations					
B13	Condos	0	Number of Trainings on Board Governance Governance & Management to Condo Associations					
B13	Condos	0	Number of written Asset Management & Sustainability Plans for Condo Associations					
B13	Closing and Condos	0	Number of School Runs at Closing Completed in Each School and associated recommendations completed					
B13	Closing and Condos	0	Number of Assessment Classes and Condos Conferences given at National Law Firm					
B13	Closing and Condos	0	Number of Trainings on Condominium including Education and Construction Management					
B14	Technical Assistance for Mold Assessment Owners (25 units and less)	0	Number of Inspections Reviewed	Public Service or NOSA				$0.00
B14		0	Number of Owner/Adjusters needing Solution					
B14		0	Number of Action Plans Written					
B14		0	Number of Action Plans Implemented/Completed					
B14		0	Number of Owners/Managers needing Asset Management Guidance					
B8	General Home Improvement (Post Purchase Non-Foreclosure)	4	Number of Homeownership Preservation Workshops	Public Service or NOSA			$4,409.84	$8,409.84
B8		13	Number of Attendees at Homeownership Preservation Workshops					
B8		7	Number of Post Purchase Worksheets post including Homeownership Improvements					
B8		33	Number of Attendees at Post Purchase Workshops (not including Homeownership Preservation)					
B8		33	Number of 1 1 Post Purchase Counseling Sessions					
B8		33	Number of Unduplicated Households participating in 1 1 Post Purchase Counseling Sessions					
B9	Foreclosure Counseling	1	Number of Foreclosure Workshops	Public Service or NOSA			$3,419.05	$9,419.05
B9		10	Number of Attendees at Foreclosure workshops					
B9		26	Number of 1 1 Foreclosure Counseling Sessions					
B9		22	Number of Unduplicated Households participating in 1 1 Foreclosure Counseling Sessions					
B9		0	Number of 1 1 Attorney Consultations (Law Firm Subrecipients Only)					
B9		0	Number of Unduplicated clients participating in 1 1 Legal Consultations (Law Firm Subrecipients Only)					
B9		0	Number referred to Attorney(s) for Legal Services					
B9		4	Number of Foreclosure Prevented					
C35	FDFA Pre-Purchase Counseling & Training	0	Number of FDFA Workshops with Recent Assessment	Public Service or NOSA				$0.00
C35		0	Number of Attendees at FDFA Workshops					
C35		0	Number of FDFA Prepay Worksheets by Recents					
C35		0	Number of Attendees at FDFA Training Workshops					
C35	FDFA Post Purchase Counseling & Training	0	Number of FDFA Post Purchase Training Workshops	Public Service or NOSA				$0.00
C35		0	Number of Attendees at FDFA Post Purchase Workshops					
C35		0	Number of unduplicated households					
C35		0	Number of one on one counseling sessions					
C35		0	Number of group training/meeting					
C57	Tenant Counseling for HRA - Rental Accommodation Division	0	Number of unduplicated households	Public Service or NOSA				$0.00
C57		0	Number of one on one counseling sessions					
C57		0	Number of group training/meeting					
C57		0	Number of Attendees at group training/meeting					
Marketing	MARKETING AND OUTREACH	1	Housing Fair	Public Service or NOSA			$1,344.75	$1,344.75
Marketing		4	Other Tabling Events					
Marketing		1300	Flyers Distributed					
Marketing		50	Social Media Posts (Facebook, LinkedIn, Instagram)					
Marketing		200	Mailings					
Marketing		1	Paid Advertising (display ads in print)					
Marketing			Other					
Marketing			Other					
	TOTALS	11359			$0.00	$69,550.00	$253,439.00	$322,989.00

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit B Budget

- Schedules A (3-1) and A (3-2) for the First Performance Period

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

Rev. 12/09/2024

ORGANIZATION NAME:	Lydia's House in Southeast
PERIOD OF PERFORMANCE:	2/1/2025-9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (If applicable):	
WARD (If applicable):	Ward 7 & 8
TYPE OF ACTIVITY:	

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$171,582.53	$0.00	$171,582.53
Credit Report	$20,760.95	$0.00	$20,760.95
Space	$23,200.00	$0.00	$23,200.00
Insurance	$8,500.00	$2,539.46	$11,039.46
Telephone	$6,000.00	$1,235.43	$7,235.43
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$4,000.00	$4,000.00
Training	$0.00	$2,600.00	$2,600.00
IT Services & Support	$3,000.00	$0.00	$3,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$233,043.48	$10,374.91	$243,418.39
Total Indirect Costs (De Minimis Cost Rate 15%)	$34,956.52		$34,956.52
Total Costs	$268,000.00	$10,374.91	$278,374.91

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM
Budget Form A (3-2): Personnel Information

Rev. 12/09/2024

ORGANIZATION NAME:	Lydia's House in Southeast
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 to 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Number of Hours	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
Director	C. Beckford	825.60	$51.75	60.0%	8	$42,724.80
Grants Manager	S. Simmons	552.00	$42.00	50.0%	8	$23,184.00
Housing Counselor	P. Green	686.00	$28.85	50.0%	8	$19,848.80
Housing Counselor	T. Morris	686.00	$28.85	50.0%	8	$19,848.80
Housing Counselor	D. Dinkins	686.00	$28.85	50.0%	8	$19,848.80
Housing Counselor	K. Reid	686.00	$25.48	50.0%	8	$17,530.24
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
Personnel Subtotals						$142,985.44

Fringe Benefits (Max 20%)	$28,597.09
Total NBAP Grant Personnel Costs	$171,582.53

Exhibit C Required Reporting

- Monthly Performance Report
- Monthly Report of Group Trainings
- Monthly Report on Outreach and Marketing Activities
- Monthly Reporting of Special Activities
- Monthly Reporting of changes in personnel relative to grant work and payroll
- Quarterly Beneficiary Data
- Quarterly Language Access Report
- Quarterly Data Report

DC Department of Housing and Community Development

Deadline 00/00/0000

FY25 RFA: Housing Services

1

ZoomGrants Help [hide this]

Creating a New Application to Submit
The 'Saving' screen is still flashing...now what?
Missed Deadline FAQs
Invite Collaborators to Work on Application

Applicant View

Application Status: Not Submitted

Basic Information Part I and II Application Narrative Questions Budget Organizational and Financial Capacity

Required Attachments Activity Log

Report **OVERDUE** Report Totals

Ask a Report Question

(answers are saved automatically when you move to another field)

Instructions Show/Hide

As in the past, Performance Reporting is divided into three sections:

- **Workplan Metrics** (numbers only),
- **Accomplishment Narrative** (Text Boxes), and
- **Various uploads** (spreadsheets usually).

This data is extremely important. Reports can affect performance goals and funding. Your reports are used to report to the City Administrator, the Mayor (including DMPED) and to the District Council and its Committee on Housing. Where uploads are required, **use excel files or Word files.** This will allow your information to be uploaded into the database and reported to District leaders.

For **Workplan Metrics,** use only numbers or leave it blank. **Letters such as N/A are to be avoided.** This will make your report impossible to be uploaded in the DHCD database and will require your corrections. Only numbers zero (0) and above can be used. If a metric is left blank, it will be treated as a zero.

In the **Accomplishment Narrative**, text boxes are provided to provide statements of activities or the information requested. In the first Report, please answer Question 22 (Points of Contact) with all points of contact for the areas mentioned. Thereafter in subsequent months, if there are no changes, it is okay to say, "No Changes". The same is true for Question 21 (staffing). Please answer Question 23 (Success Stories), Question 24 (Good News), Question 25 (Other DC agencies and initiatives). Question 26 is important. Remember the RFA asked applicants to align outreach to the Focus Areas mentioned on pages 33 and 34 of the RFA. Mentioning specific Focus Areas in the narrative for Q26 is helpful.

The **Document Upload** section is where excel spreadsheets (usually, sometimes Word Documents) are uploaded. **PDFs cannot be uploaded into database.** [The District of Columbia is fortunate to have many DC Based Programs such as HPAP, IZ/ADU, PADD, SFRRP, TOPA, HRA/RAD related activities, as well as direct services to tenants and tenant groups, and services to Condo/Coop Associations. DHCD staff need monthly reporting in order to better do their work and respond to the needs of DC citizens. These reports are shared directly with the appropriate program manager.]

There three areas of your activities will be reported on a monthly basis to help us meet our HUD and DC Government requirements and the needs of DC residents.

Reporting for Fiscal Year 2025 will begin with Report # 1. The end of Government's fiscal year (9/30/2025) will conclude with Report # 10 and the close-out of FY25 Purchase Orders. The complete schedule is below for the monthly report.

Other Reporting: Beneficiary Data and Language Access

Other reports are also required. These include **Beneficiary Report** and **Language Access Report.** These two reports are required on a quarterly basis. These reports will not be answered within ZoomGrants. The Office of Program Monitoring will provide the spreadsheets to use for these quarterly reports. Please see your Grant Agreement for additional information about the monthly and quarterly reports. Please note, the Beneficiary Report corresponds to the sources and uses of your Grant Agreement. A separate Beneficiary Report is needed for each type of funding awarded: Public Service (PS), Non-Public Service (NPS) and NRSA Wards 7 & 8 PS and NPS.

These quarterly reports will be due:

Oct/Nov/Dec 2/24/2025

Jan/Feb/March 4/10/2025

April/May/June 7/10/2025

July/August/Sept 10/10/2025

Please note we cannot extend these deadlines since they are HUD's deadlines and not in our control. Please submit your report on schedule.

Please remember HUD views reporting and reimbursement requests as inseparable and therefore to be coordinated at the same time. Please avoid not filing on the deadline.

Monthly Reporting on Performance and Accomplishments

Report Number Period Covers Due Date

Report Number	Period Covers	Due Date	Notes
Report 1	FY25 Q1 (Oct/Nov/Dec)	03/03/2025	
Report 2	January	03/03/2025	
Report 3	February	03/10/2025	
Report 4	March	04/10/2025	
Report 5	April	05/10/2025	
Report 6	May	06/10/2025	
Report 7	June	07/10/2025	
Report 8	July	08/10/2025	
Report 9	August	09/10/2025	
Report 10	September	10/10/2025	

In ZoomGrants reporting, there are data questions. Please enter only a whole number. If a particular question doesn't apply to your statement of work and workplan, please enter zero. The narrative questions also require a response. If there is nothing to report in the narrative, please enter a statement such as "No changes" or "Not applicable".

Report 1: 3/3/2025

This report is OVERDUE. Submit Report 1

Agency

This is a branching question. The system will remove questions that do not apply to you based on your answer to Question #1.

Please disregard the number sequencing.

1. Identify Your Agency Name

This is a branching question. Only the questions that apply to your agency will appear.

- ○ CARECEN-Central American Resource Center
- ○ Centro de Apoyo Familar

- ○ Greater Washington Urban League, Inc.
- ○ Housing Counseling Services
- ○ Latino Economic Development Corporation of Washington DC
- ○ Legal Counsel for the Elderly
- ○ Lydia's House in Southeast, Inc.
- ○ Manna, Inc.
- ○ Marshall Heights Community Development Organization, Inc.
- ○ Mi Casa
- ○ Neighborhood Legal Services Program of the District of Columbia
- ○ University Legal Services

Workplan Accomplishment Metrics

2. A1: HUD Housing Counseling

Ignore the auto-total number.

Number of First Time Homebuyers Purchasing Homes

Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)

Number of 1:1 Counseling Sessions (Budget & Credit)

Number of unduplicated households

Number of 1:1 Homebuyer Counseling Sessions

Number of unduplicated households

3. A2: 8-Hour Homebuyer Class

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of 8-hour Homebuyer Educations Classes

Number of Attendees of 8-hour Homebuyer Classes

Number of DHCD Certificates issued

4. A3: HPAP (EAHP/NEAHP)

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of HPAP Pre Purchase Orientations conducted

Number of Attendees at HPAP Orientations

Number of Files submitted to HPAP Administrators

Number of 1:1 HPAP Counseling Sessions

Number of unduplicated households

5. A4: IZ/ADU Orientations

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of IZ Orientations Conducted

Number of Attendees at IZ Orientations

Number of DHCD Certificates issued

6. A5: IZ/ADU Income Certifications

Ignore the auto-total number.

Number of IZ/ADU Income Cetifications completed

7. A6: PADD

Ignore the auto-total number.

Number of PADD group training/coaching

Number of Attendees at PADD group training

Number of 1:1 PADD sessions (if applicable)

Number of unduplicated households receiving 1:1 PADD sessions

Number of PADD Income Certifications

8. A7: General Housing Services & Information (Group Training)

Ignore the auto-total number.

Number of Financial Literacy Trainings (including but not limited to credit & budgeting)

Number of Attendees at Financial Literacy Trainings

Number of Homebuyer Clubs Meetings

Total of Attendees at Homebuer Club Meetings

Number of group trainings or workshops not reported in other categories

Number of Attendes at group trainings or workshops not reported in other categories

9. B8: General Home Management (Post Purchase Non-Delinquent)

Ignore the auto-total number.

Number of Homeownership Preservation Workshops

Number of Attendees at Homeownership Preservation Workshops

Number of Post-Purchase Workshops (not including Homeownership Preservation)

Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)

Number of 1:1 Post-Purchase Counseling Sessions

Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions

10. B9: Foreclosure Counseling

Ignore the auto-total number.

Number of Foreclosure Workshops

Number of Attendees at Foreclsoure Workshops

Number of 1:1 Foreclosure Counseling Sessions

Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number of Foreclsoures Prevented

11. B10: Eviction Counseling

Ignore the auto-total number.

Number of Eviction workshops

Number of Attendees at Eviction workshops

1:1 Eviction Counseling

Unduplciated households 1:1 Eviction Counseling

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number Evictions Prevented

12. B11: SFRR

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of SFRRP Orientations conducted (required)

Number of 1:1 Intake sessions

Number of unduplicated households

Number of complete applications submitted in SFRRP Portal

13. B12: Legal Services for Seniors, Coops and Condos

Ignore the auto-total number.

Senior households receiving legal services

Coop Associations receiving legal services

Condo Associations receiving legal services

Number of Training for Law Firms

Number of Attendees at law firm training

Number of outreach activities

Number of new partnerships initiated

Number of clients helped with Schedule H

Number of clients helped with life planning docs

Number pro bono attorneys engaged in housing-related matters

Number veterans receiving legal counsel/advice

14. B13: Technical Assistance for Coop

Ignore the auto-total number.

Number of Co-Op Associations receiving Technical Assistance

Number of Action Plans written for Co-Op Associations

Number of Successful Outcomes for Co-Op Associations

Number of Asset Management Improvement Services Provided for Co-Op

Number of Asset Management Tactical Support Services Provided to Co-Op

Number of Consultative Services Provided to Co-Op Associations and Clients

Number of Legal Assistant Services provided to Distressed Co-Op Associations

Number of Organization Sustainability Tactical Support Services Provided to Co-Ops

Number of Ownership Educations Sessions provided to different ownership models including shared equity

Number of Relocation Plans completed and accepted for Co-Ops

Numbers of Trainings on Board Operations Governance & Management to Co-ops

Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management

Number of written Asset Management & Sustainability Plans for Co-Ops

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Co-Op Associations

Number of Associations (Coops) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Co-Op Associations

15. B13: Technical Assistance for Condo Associations

Ignore the auto-total number.

Number of Condo Associations receiving Technical Assistance

Number of Action Plans written for Condo Associations

Number of Successful Outcomes for Condo Associations

Number of Asset Management Improvement Services Provided for Condo

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo

Number of Asset Management Tactical Support Services Provided to Condo

Number of Legal Assistant Services provided to Distressed Condo Associations

Number of Consultative Services Provided to Condo Associations and Clients

Number of Organization Sustainability Tactical Support Services Provided to Condo Associations

Number of Relocation Plans completed and accepted for Condo Associations

Numbers of Trainings on Board Operations Governance & Management to condo associations

Number of written Asset Management & Sustainability Plans for Condo Associations

Number of Associations (Condos) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Condo Associations

16. B14: Technical Assistance for Small Apartment Owners (25 units and less)

Ignore the auto-total number.

Number of Inquiries Received

Number of Owners/Managers receiving Services

Number of Action Plans Written

Number of Action Plans Implemented/Completed

Number of Owners/Managers needing Asset Management Guidance

17. C15: TOPA Pre-Purchase Counseling & Training

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Meetings with Tenant Association

Number of Attendees at TOPA Meetings

Number of TOPA Training Workshops to Tenants

Number of Attendees at TOPA Training Workshops

18. C16: TOPA Post-Purchase Counseling & Training

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Post Purchase Training Workshops

Number of Attendees at TOPA Post Purchase Workshops

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

19. C17: Tenant Counseling for HRA - Rental Accommodation Division

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

Number of Attendees at group training/coaching

20. Marketing & Outreach

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Housing Fairs

Other Tabling Events

Flyers Distributed

Social Media Posts (Facebook, LinkedIn, Instagram)

Mailings

Paid Advertising (display ads in print)

Other

Accomplishment Narrative

21. Staffing Information: Any changes (terminations or new hires) in staff members who are on the grant? Or in the Executive Leadership or Management Team? Number of HUD Certified Counselors (expressed as FTEs) on staff at the

end of this reporting period?

Maximum characters: 1000. You have 1000 characters left.

22. Who are the current Points of Contact and email for the following: 1) Executive Leader (NOTE: Executive leader is copied on all communication): 2) Grant/Fund Development: 3) Grant/Accounting: 4) Program Managers/Directors/Supervisors:

Maximum characters: 1000. You have 1000 characters left.

23. Please provide us with client success story/stories for this quarter by program. You may provide a link to an article that has been written for other purposes (newsletter, website, or newspaper article).
Redact (use a pseudonym) for any client name or other personal identifying information if you have not received a release.

Maximum characters: 3000. You have 3000 characters left.

24. Any good news to share? Any events and activities coming up? (e.g. obtained other grant funds to leverage DHCD grant, Open Houses, Presentations, Community Events, etc.)
Upload a calendar of upcoming program events (in-person or webinars).

Maximum characters: 3000. You have 3000 characters left.

25. Describe your organization's involvement in other projects or initiatives with other District agencies.

Maximum characters: 3000. You have 3000 characters left.

26. Describe your marketing and outreach during this period. What groups or areas did you market to, numbers, and in what way did you contact them (mail, event, email, personal, media, etc.)?

Maximum characters: 3000. You have 3000 characters left.

27. Describe any specific obstacles (if any) to your organization's program or service delivery during this period?

Maximum characters: 3000. You have 3000 characters left.

Documents Requested *	Required?	Uploaded Documents *	
ALL: Procurement Report, as applicable Download template: Procurement Report			Upload
ALL: Language Access for Outreach and Group Sessions Download template: Language Access for Outreach and Group Sessions	Required		Upload
ALL: Calendar of Next Quarter (3 months) of Orientations, Trainings, Workshops & 8-Hour Classes	Required		Upload
A-2 HBE 8-Hour Class Attendance Certificates Download template: A-2 HBE 8-Hour Class Attendance Certificates			Upload
A-3 Homebuyer Assistance Program Intake Download template: A-3 Homebuyer Assistance Program Intake			Upload
A-4 IZ Orientation Attendance Certificates Download template: A-4 IZ Orientation Attendance Certificates			Upload
B-11 SFRRP Intake Download template: B-11 SFRRP Intake			Upload
C-15 and C-16 TOPA Reporting Download template: C-15 and C-16 TOPA Reporting			Upload
C-17 Training for Tenants and Tenant Organizations Download template: C-17 Training for Tenants and Tenant Organizations			Upload

** ZoomGrants™ is not responsible for the content of uploaded documents.*

CDBG PUBLIC SERVICE* HOUSING COUNSELING (HC) PROGRAM

HEAD OF HOUSEHOLD DEMOGRAPHICS

IDIS Number	
Community Based Organization (CBO)	
National Objective/Matrix Code	
Project Analyst	
Proposed HOUSEHOLDS TO Serve	
Total HOUSEHOLDS Served	
Difference Used for CAPER Analysis	

Tip #1	Avoid Duplicative Reporting
Tip #2	Complete each cell; even if N/A (Not Applicable)
Tip #3	Do not complete Grayed-Out Cells
Tip #4	Based on HEAD of HOUSEHOLD
Tip # 5	Submit Quarterly
Tip #6	Public Service - HC that cannot show proof a home was purchased.
Tip # 7	OPM - Kelly Ann Morrow, DHCD Grant Management Officer, kelly-ann.morrow@dc.gov

HEAD OF HOUSEHOLD CHARACTERISTICS

Race/Ethnicity/Household Composition	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
White	0	0		0	0																					0	0	0
Black/African American	0	0		0	0																					0	0	0
Asian	0	0		0	0																					0	0	0
Native American/Alaskan Native				0	0																					0	0	0
Native Hawaiian/Other Pacific Islander				0	0																					0	0	0
Native American/Alaskan Native & White				0	0																					0	0	0
American Indian/Alaskan Native & White				0	0																					0	0	0
Asian & White				0	0																					0	0	0
Black/African American & White				0	0																					0	0	0
Native American/Alaskan Native & Black/African American				0	0																					0	0	0
Other Multi Racial				0	0																					0	0	0
Did Not Report				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Income Data (In accordance with HUD Part 5)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
Extremely Low 0-30%	0				0																					0	0	0
Low 31%-50%	0				0																					0	0	0
Moderate 51%-80%	0				0																					0	0	0
Non-Low/Moderate 81% - 110%					0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Additional Data (Does not apply to Single Family Residential Rehabilitation Program)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
With New or Continuing Access to Service or Benefit	0			0	0																					0	0	0
With Improved Access to Service or Benefit				0	0																					0	0	0
Received a Service or Benefit that is No Longer Substandard				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Language Access

The recent Executive Order of the President makes English the Official Language of the United States.

Grantees may translate forms, document, trainings into other languages as they deem appropriate for the benefit of clients.

Grantees may also make provision for clients to have access who are English Proficient/Non-English Proficient (LEP/NEP).

The Language Access line remains available to Grantees. OPM can provide the phone number.

Grantees are encouraged to report on a quarterly basis concerning language accommodation for clients.

Tracking includes:

- Language
- Use of interpreter, bi-lingual staff person or language access telephonic line
- Used on the group basis or individual and the number of each

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit D Method to determine Client Eligibility for Services

Method to determine Client Eligibility for Services:
By Household

DHCD will provide the spreadsheet to use for this Quarterly Report

If a grantee has two or three sources/uses of grant funds, a separate report is needed for each.

Sources/Uses includes

1. Public Services (PS),
2. Non-Public Services (NPS) and
3. NRSA Wards 7 & 8 PS & NPS.

For each the Household report includes:

Section 1

Grantees will provide the following information concerning race/ethnicity which shall be recorded by

- Ward,
- Head of Household,
- Tenant/Owner

White
Black/African American
Asian
Native American/Alaskan Native
Native Hawaiian/Other Pacific Islander
Native American/Alaskan Native & White
American Indian/Alaskan Native & White
Asian & White
Black/African American & White
Native American/Alaskan Native & Black/African American
Other Multi Racial
Did Not Report
TOTAL

Section 2

Also, each household shall be counted by income category using the CDBG income categories and dollar amounts. (See chart in this exhibit.)

Section 3

Lastly, each household shall be counted by CDNG service category.

With New or Continuing Access to Service or Benefit
With Improved Access to Service or Benefit
Received a Service or Benefit that is No Longer Substandard

The Number of Households in each of the above calculations be the same. That is, if 100 households are reported in Section 1, there must be 100 in reported also in Sections 2 and 3.

This procedures is repeated for:

- Non-Public Service Activities
- NRSA Wards 7 & 8 Public Service and Non-Public Service

INCOME LIMITS WITH UNCAPPED LIMITS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
U.S. Department of Housing and Urban Development (HUD) FY 2023
Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	**84,400**	**96,450**	**108,500**	**120,550**	**130,200**	**139,850**	**149,500**	**159,150**

	Median Income	**Family Four Low Income Limit**
DC	**$152,100**	**$95,300**

This grant will consider eligibility based on Household Beneficiary Data

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit E Budget Modification Form

BUDGET MODIFICATIONS

To request a Budget Modification, please reach out to your Point of Contact with Community Services to request the excel file.

The excel file should be returned to Community with the details (below) about your request. You may also send a PDF of the excel file in addition to the excel file itself. The excel is needed to upload to the database.

There should be a cover letter from the Executive Director requesting the modification as outlined in excel file attached. Only the Executive Director as a signatory to the Grant Agreement can request a Budget Modification.

The Excel file will guide you through the process.

The Excel template asks you for each line item in the A 3-2 (Personnel) to indicate the current budget and the requested budget modification for:

- Hourly rate
- Number of Hours to be charged to the Grant (total for the year)

Similarly for the A 3-1 the template asks the current Budget Amount for each line item and the requested modification amount for each line item in the A 3-1.

Each line item in the A 3-1 and A 3-2 must be included in the Modification.

The deadline to request a Budget Modification is June 1st of each year.

The Community Services team is available to provide technical assistance.

Cost Category	Current Budget	Increase (Decrease)	Requested Modificastion Amount
Personnel (Salary & Fringe)	$0.00	$0 00	$0.00
Credit Report	$0.00	$0 00	$0.00
Space	$0.00	$0 00	$0.00
Insurance	$0.00	$0 00	$0.00
Telephone	$0.00	$0 00	$0.00
Consumables	$0.00	$0 00	$0.00
Marketing & Outreach	$0.00	$0 00	$0.00
Training	$0.00	$0 00	$0.00
IT Services & Support	$0.00	$0 00	$0.00
	$0.00	$0 00	$0.00
	$0.00	$0 00	$0.00
	$0.00	$0 00	$0.00
Total Direct Cost	$0.00	$0.00	$0.00
Total Indirect Costs (De Minimis Cost Rate 15%)	$0.00		$0 00
Total Costs	$0.00	$0.00	$0 00

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit F Drug Free Workplace Certification

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Certifications Regarding
Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code. and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - lll, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. Debarment, Suspension, And Other Responsibility Matters (Direct Recipient)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

1. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F. for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020. Notice shall include the identification number(s) of each effected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted —

(1) Taking appropriate personnel action against such an employee, up to and incising termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (1), (c), (d), (e), and (f).

B. The applicant may insert in the space provided below the sites) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Drug-Free Workplace (Grantees who are Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, subpart F, for grantees as defined at 28 CFR Part 67; Sections 67 615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020.

As the duly authorized representative of the applications,
I hereby certify that the applicant will comply with the above certifications.

1. **Grantee Name and Address** Lydias House in Southeast 4101 Martin Luther king Jr. Ave, SW, Washington, DC 20032

2025-07 Housing Services — 52-1706529

2. **Application Number and/or Project Name** — 3. **Grantee IRS/Vendor Number**

Cliff Beckford Executive Director

4. **Typed Name and Title of Authorized Representative**

Cliff Beckford — 03/13/2025

5. **Signature** — 6. **Date**

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit G Service Area Eligibility

This grantee provides services to residents of all DC Wards and will focus on the neighborhoods in these corridors where DHCD has invested resources for housing development.

- 16th St NW Corridor near the intersection with Havard St NW (Columbia Heights) in Ward 1
- Georgia Ave and New Hampshire Ave NW Corridor (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- Rhode Island Ave and South Dakota Ave NE Corridor (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 5
- M and South Capitol Streets SW Corridor (Greenleaf/Waterfront) in Ward 6
- Benning Road and Florida Ave NE Corridor (NoMa/Ivy City/Trinidad) Ward 6
- Minnesota Ave and Benning Rd NE Corridor (Benning, Greenway) in Ward 7
- Pennsylvania Ave and Minnesota Aves SE Corridor (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- East Capitol and Benning Rd Corridor (Capital View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- Marion Barry Ave and Martin Luther King Aves SE Corridor (Historic Anacostia, Fairlawn Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- Marion Berry Ave and Alabama Aves Corridor (Skyland, Woodland, Garfield Heights) in Ward 8
- Martin Luther King Ave and Alabama Ave Corridor (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- South Capital St and Chesapeake Aves SE Corridor (Bellevue, Washington Highlands) in Ward 8

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit H Insurance Requirements

DHCD-BILL WINSTON-GRANT FOR VARIOUS COMMUNITY-BASED ORGANIZATIONS HOUSING COUNSELING AND SERVICES AF07082024

INSURANCE

A. GENERAL REQUIREMENTS. The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this grant, the types of insurance specified below. The Grantee shall submit a Certificate of Insurance to the Grant Administrator (GA) giving evidence of the required coverage prior to commencing performance under this grant. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the GA.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Grantee and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this grant, with the understanding that any affirmative obligation imposed upon the insured Grantee or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its subcontractors, and not the additional insured. The additional insured status under the Grantee's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the GA in writing. All of the Grantee's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Grantee or its subcontractors, or anyone for whom the Grantee or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the GA with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the GA in writing), covering liability for all ongoing and completed operations of the Grantee and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an

Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or it's equivalent) to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the GA in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee in connection with work under this agreement, with a minimum combined single limit of $1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Grantee shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Defense costs shall be in addition to and not erode the limits of liability
e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or it's equivalent)

3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

   Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   The Workers Compensation and Employers Liability shall be further endorsed to:
   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the GA of commercial umbrella or excess liability insurance with minimum limits of $5,000,000 per occurrence and $5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS
Any and all subcontractors engaged by Grantee for work under this agreement shall be required to have the same insured required of Grantee. Should the Grantee wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Grantee shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Grantee. In either instance, the Grantee must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

E. DURATION. The Grantee shall carry all required insurance until all grant work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this grant and two years for non-construction related grants.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the Grantee's liability under this grant.

G. CONTRACTOR'S PROPERTY. Grantee and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.

H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the grant price.

I. NOTIFICATION. The Grantee shall ensure that all policies provide that the GA shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Grantee no long complying with the above requirements. The Grantee shall provide the GA with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the GA with an updated Certificate of Insurance should its insurance coverages renew during the grant. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Grantee at least 30 days' notice of the change. Grantee must comply, at your expense, and deliver to the GA evidence of compliance before the change becomes effective.

J. CERTIFICATES OF INSURANCE. The Grantee must send to GA, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Grantee must also provide us with evidence of renewal before the expiration date of each insurance policy. Grantee is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . Certificates of insurance must reference the corresponding grant number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:
William Winston, Grant Administrator (DHCD)
1909 Martin Luther King Jr Av SE, Washington DC 20020
771-208-9628
Bill.winston@dc.gov

The GA may request and the Grantee shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Grantee expires prior to completion of the grant, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the GA prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the GA on an annual basis as the coverage is renewed (or replaced).

K. DISCLOSURE OF INFORMATION. The Grantee agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Grantee, its agents, employees, servants or subcontractors in the performance of this grant.

L. CARRIER RATINGS. All Grantee's and its subcontractors' insurance required in connection with this grant shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.

M. WARRANTIES. When applicable, the Grantee should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). GA should collect, review for accuracy, and maintain all warranties for goods and services.

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit I **Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures**

Mayor's Order 2023-131

GOVERNMENT OF THE DISTRICT OF COLUMBIA
ADMINISTRATIVE ISSUANCE SYSTEM

Mayor's Order 2023-131
October 31, 2023
SUBJECT: Updated District Government Sexual Harassment Policy, Guidance, and Procedures

ORIGINATING AGENCY: Office of the Mayor

By virtue of the authority vested in me as Mayor of the District of Columbia by sections 422(2), (3), and (11) of the District of Columbia Home Rule Act of 1973, 87 Stat. 790; Pub. L No. 93-198, D.C. Official Code §§ 1-204.22(2), (3), and (11), it is hereby **ORDERED** that:

I. PURPOSES AND BACKGROUND

This Order incorporates provisions of, updates, and supersedes Mayor's Order 2017-313, dated December 18, 2017, regarding sexual harassment in District of Columbia ("District") Government workplaces.

In addition to providing procedural updates to the District's sexual harassment policy, this Order establishes and directs the Sexual Harassment Task Force to further examine the District's sexual harassment policies and provide recommendations to further the goal of a harassment-free workplace; establishes obligations of District Government employees; adds Mayor's direct reports to those required to be referred for outside investigation of sexual harassment; and bans all sexual and romantic relationships between supervisors and the employees in their chain of command.

This Order reaffirms that the District Government does not tolerate any form of inappropriate workplace conduct including sexual harassment, nor does it tolerate sexual harassment in non-employment interactions between District Government employees and the public. Sexual harassment is recognized as one of the most unjust, demeaning, and demoralizing examples of workplace misconduct.

This Order also requires that employees be trained on sexual harassment every year and provides additional specificity as to the qualifications and role of Sexual Harassment Officers.

Further, this Order directs agency compliance with the Sexual Harassment Data Collection and Reporting Act of 2022, D.C. Law 24-171, D.C. Official Code § 1-546.01, and clarifies, consistent with the Human Rights Enhancement Amendment Act of 2022, D.C. Law 24-172, D.C. Official Code § 2-1402.11(c-2), the definition of sexual harassment.

II. INDIVIDUALS AND ENTITIES COVERED

A. Prohibitions and Protections

1. This Order is intended broadly to prohibit sexual harassment in all interactions with District Government employees and officials and persons acting on behalf of the District Government, and to facilitate speedy investigation and non-monetary remedial action including warnings to stop offensive behavior, additional training, reassignments, and personnel and contract actions.

2. The District of Columbia prohibits workplace sexual harassment by all District Government employees and officials. The prohibition applies to harassment of other employees and officials and to harassment of third parties

and members of the public interacting with the District Government, such as vendors, contractors, grantees, customers, clients, and other persons visiting or working at District Government worksites or service sites inside and outside District Government agencies.

3. Likewise, contractors and grantees carrying out work on behalf of the District Government shall not sexually harass colleagues who carry out work on behalf of the District Government; District Government employees; or customers, clients, or beneficiaries of the services the contractors and grantees provide on behalf of the District Government; and those clients, customers, beneficiaries, employees, and colleagues may file complaints that trigger sexual harassment investigations and possibly remedies. Remedies may include requiring the contractor or grantee to use alternate personnel to provide services, and other remedies available under the contract or grant agreements up to and including contract or grant termination or non-renewal of the grant or contract.

4. In addition, sexual harassment by District Government clients, customers, or visitors against District Government employees, contractors, or grantees, or other clients, customers, or visitors, at District Government worksites or service sites, is prohibited and complaints made against District Government employees who sexually harass contractors, grantees, agency clients, customers or visitors, upon investigation, may result in discipline of the employee and accommodations of the contractor, grantee, customer or visitor, such as having another government official assigned to the matter.

5. In the course of their duties as members of District of Columbia boards and commissions, board and commission members are bound by the prohibitions, procedures, and deadlines set forth in this Order.

6. Not every procedure set forth in this Order applies to persons not working for the District Government.

B. Scope

1. Laws prohibiting sexual harassment apply throughout the District Government. The agencies listed below should either use the training, procedures, information, and processes provided in this Order, or their own, similar ones. To the extent District law requires centralized reporting, the reporting requirements in this Order apply to all agencies.

2. Those agencies include the Office of the Attorney General, the Office of the Chief Financial Officer, the Board of Elections, the Zoning Commission, the Public Service Commission, the Commission on Arts and Humanities, the Washington Convention and Sports Authority (Events DC), the Board of Education, the University of the District of Columbia, the DC Public Library, the DC State Athletics Commission, the Public Charter School Board and public charter schools, the Office of the People's Counsel, the District of Columbia Water and Sewer Authority (DC Water), the Green Finance Authority, the Health Benefit Exchange Authority, the Not-for-Profit Hospital Corporation, the Contract Appeals Board, the DC Retirement Board, the Office of Employee Appeals, the DC National Guard, the Criminal Justice Coordinating Council, the Office of Police Complaints, the Corrections Information Council, and the Uniform Law Commission.

3. This Order does not apply to the Council of the District of Columbia, Advisory Neighborhood Commissions, or the DC Courts, and agencies and offices subordinate to them.

III. SEXUAL HARASSMENT

A. Through the Human Rights Enhancement Amendment Act of 2022, D.C. Law 24-172, effective September 21, 2022; D.C. Official Code § 2-1402.11(c-2), the Council has, in the employment context, expanded the definition of "harassment" and "sexual harassment" under the D.C. Human Rights Act to provide that sexual harassment includes conduct of a sexual nature, "whether direct or indirect, verbal or nonverbal, that unreasonably alters an individual's terms, conditions, or privileges of employment or has the purpose or effect of creating an intimidating, hostile, or offensive work environment."

B. In addition, sexual harassment includes "sexual advances, requests for sexual favors, or other conduct of a sexual nature where submission to the conduct is made either explicitly or implicitly a term or condition of employment or where submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual's employment." This is sometimes referred to as quid pro quo sexual harassment.

C. In determining whether sexual harassment has taken place, the D.C. Human Rights Act states that "conduct need not be severe or pervasive to constitute harassment" and that "no specific number of incidents or specific level of egregiousness is required."

D. Examples of conduct that can contribute to or constitute sexual harassment or an intimidating, hostile, or offensive work environment include:

1. Sex acts;

2. Display of sexual organs;

3. Using sexually oriented or sexually degrading language describing an individual or their body, clothing, hair, accessories, or sexual experiences;

4. Sexually offensive comments or off-color language, jokes, or innuendo that a reasonable person would consider to be of a sexual nature, or belittling or demeaning to an individual or a group's sex, sexual orientation, or gender identity;

5. "Sexting" or seeking or sending pictures of intimate body parts;

6. Taking or displaying pictures of body parts meant to be covered up (such as "upskirting" pictures);

7. Displaying or disseminating sexually suggestive objects, books, screensavers, magazines, photographs, music, cartoons, or computer internet sites or references;

8. Unnecessary and inappropriate touching or physical contact, such as intentional and repeated brushing against a colleague's body, touching or brushing a colleague's hair or clothing, massages, groping, patting, pinching, or hugging, that a reasonable person would consider to be of a sexual nature;

9. Leering, ogling, or making sexually suggestive gestures or sounds, such as whistling or kissing noises;

10. Making inquiries about someone's private sex life or describing one's own sex life;

11. Workplace sexual comments, conduct, displays and suggestions between two willing parties in the presence of another that are inconsistent with professional workplace norms;

12. Any unwanted repeated contact, including, but not limited to in-person, or telephonic, for romantic or sexual purposes;

13. Giving a preference to someone who is engaged in a dating, romantic, or sexual relationship based on the relationship to the disadvantage of someone who is not engaged in a dating, romantic, or sexual relationship; and

14. Sexual assault, stalking, trapping someone such that they are not free to leave and a sexual encounter is expected or threatened, threats of bodily harm relating to sex or the refusal to have sex, or other crimes related to acts of sexual harassment.

E. Further, the District may treat some conduct of a sexual nature as misconduct, even when it does not rise to the level of unlawful sexual harassment actionable under the D.C. Human Rights Act. As an example, an employee who tends to greet people with a hug may have been warned that the conduct was offensive to some employees and then hugs an employee whom they have not seen in many months. The conduct may not rise to the level of "unreasonably altering the individual's terms, conditions, or privileges of employment," but it could constitute misconduct since they had been warned that some employees associate hugging with unwanted sexual contact that is offensive in the work environment.

IV. DATING, ROMANTIC, AND SEXUAL RELATIONSHIPS IN THE WORKPLACE

A. Prohibitions

1. Prohibitions on certain dating, romantic, or sexual relationships in the workplace exist to prevent real or perceived impropriety, favoritism, conflicts of interest due to power dynamics, control of an employee's assignments and performance reviews, as well as to advance fairness for all other employees, contractors, grantees, and clients. Even consensual dating, romantic, or sexual relationships can generate allegations of favoritism based on sexual relationships or sexual harassment by one of the parties or a third party. Relationships, or aspects of relationships, that may be perceived as consensual by one party may be considered coerced or harassing by the other party due to power dynamics, and relationships that start consensually may evolve into sexual harassment.

2. Subject to the conditions and implementation procedures discussed in this Order, it is now the policy of the District Government that a dating, romantic, or sexual relationship between a supervisor and any employee in the chain of command they supervise – whether supervision is direct or indirect, operational or situational – is prohibited. Note that chain of command in this definition may span agencies or divisions within an agency.

3. In addition, District Government employees shall not initiate a dating, romantic, or sexual relationship with trainees, recruits, or interns, regardless of the employee's assignment in relation to the trainee, recruit, or intern if the employee is in the same agency as the trainee, recruit, or intern.

4. Further, this Order prohibits dating, romantic, and sexual relationships when they are prohibited by applicable professional or ethical standards, such as lawyer-client, doctor-patient, or social worker-client.

5. District Government employees shall not participate personally and substantially in particular matters that affect or could affect the financial interests of someone with whom they are in a dating, romantic, or sexual relationship, whether that person is an employee, grantee, contractor, or client of the agency.

B. Designation of Person or Committee to Resolve Issues Surrounding Workplace Relationships; Existing Relationships

1, By November 17, 2023, District Government agency directors shall designate their own agency human resources agency/officers, another appropriate officer, or an office or committee to receive disclosures of relationships and resolve workplace issues arising from any prohibited dating, romantic, or sexual relationship on a case-by-case basis consistent with this Order; absent such a designation, disclosures shall be made to the Director.

2. By December 8, 2023, existing relationships that fall within the prohibitions of this Order must be disclosed to the designee identified in subsection IV.B.1. of this Order, in the manner specified by their agency or on a form to be created by DCHR, whereupon the situation will be evaluated and a resolution determined.

3. Resolution may involve giving the employees a defined but reasonable time to find a new position where the relationship is not implicated by this Order; shifting reporting structures to take the relationship out of a prohibited status; or establishment of recusal structures when the employees do not work in the same agency or division but they heretofore were in situational or operational chains of command.

4. To the extent adjustments are made in work sites or shifts, reporting structures, job duties or any other factor for one or both of the persons in the relationship, agencies shall endeavor to afford such options on a voluntary basis for all concerned, particularly if an employee not involved in a prohibited relationship is affected by any proposed accommodation of the relationship.

5. If no satisfactory resolution of the prohibited relationship can be reached, the persons in a dating, romantic, or sexual relationship may request a waiver of the provisions of this Order. Waiver requests shall be submitted to the Mayor and shall be accompanied by a recommendation from the agency or agency designee. Waiver requests may include any information relevant to the determination and shall be on a form to be created by the Department of Human Resources ("DCHR").

6. Agencies may make reasonable efforts to assist with a transfer or reassignment, without prejudicing either employee (or any other employee), but it is not the responsibility of the personnel authority or the agency to restructure their agency operations or find a new position for someone in the relationship. No agency is required to grant a request or application for a transfer.

7. Agencies may promulgate regulations or policies consistent with this Order to effect its implementation and to provide consistent treatment for employees facing this situation, though each relationship may pose unique issues. Agencies may also issue rules explaining in more detail for their agencies' employees and contractors how terms such as "dating," "chain of command" and "trainee" are to be interpreted considering their agency's operations. Agencies may prohibit dating, romantic, or sexual relationships with their own clients or clients of the agency or a subset of the agency, as the agency deems appropriate to prevent factual or perceived impropriety or favoritism. For instance, an agency with both social workers and non-licensed employees providing case work to agency clients could extend the ban on dating and sexual relationships with clients to their non-licensed employees, to hold them to the same professional standards as their licensed colleagues.

8. By December 12, 2023, agencies shall report the number of disclosed relationships to the Mayor's Office of Legal Counsel ("MOLC") and the contact information of the person handling requests for accommodation, for consideration by the Sexual Harassment Taskforce.

C. Disclosure of Relationships

1. In addition to the disclosures of existing relationships required by Section IV.B., if by promotion or agency reorganization or other circumstance, two employees in a dating, romantic, or sexual relationship would fall into a prohibited relationship status, their relationship must be disclosed as soon as the possibility of falling into prohibited status is realized by either person in the relationship.

2. If there is a reasonable likelihood that someone would raise a credible charge that there was or could be preferential treatment based on a dating, romantic, or sexual relationship that is not in a chain of command, then the employees involved in the dating, romantic, or sexual relationship must also report their relationship to the person or office designated pursuant to Section IV.B. Such reporting is necessary for consideration of whether additional safeguards are necessary and whether the prohibition on relationships based on situational supervision is implicated.

D. New Relationships

Generally, if two persons in a chain of command wish to begin a dating, romantic, or sexual relationship with each other, one party to the relationship should apply for a transfer or otherwise seek employment that eliminates the supervisory relationship before the relationship begins so that no prohibited relationship commences. For example, a supervisor may be transferred to another supervisory role so that they are not in the chain of command with the other person.

E. Conduct

1. District Government employees in a dating, romantic, or sexual relationship with another District Government employee, or client/customer of their agency, or grantee or contractor of their agency, shall conduct themselves in an appropriate manner while on duty and shall not engage in behavior that detracts from a professional work environment.

2. Any sexual activity at work sites or during an employee's working hours, regardless of location, is prohibited.

F. Violations

A violation of a provision of this Order regarding dating, romantic, or sexual relationships may not constitute sexual harassment as defined above, but an employee who engages in a prohibited relationship under Section IV.A. of this

Order or fails to disclose a relationship that is required to be disclosed shall be subject to appropriate personnel action, up to and including termination.

G. Legal Representation

If legal action is commenced against the District of Columbia and/or a supervisor who engaged in a dating, romantic, or sexual relationship with an employee, or a person engaged in a potentially-conflictual relationship, the existence of the sexual or romantic relationship will be a factor in the District of Columbia's decision to provide legal representation to the supervisor or the employee(s) engaged in a relationship.

V. PROCEDURES FOR STOPPING SEXUAL HARASSMENT; REPORTING AND INVESTIGATING SEXUAL HARASSMENT CLAIMS

A. Employee Obligations

1. District Government employees are bound by the principles set forth in the Code of Conduct at 6B DCMR §§ 1800.2–1800.4 and are expected to act at all times in a manner reflecting their roles as public servants. Depending on an employee's role in the District Government, the obligations regarding the prevention of sexual harassment may differ. "Employees" for the purpose of this Order include contractors engaged by the District Government performing work on behalf of the District similar to that as its employees, such as at District worksites.

2. All employees are obligated to:

a. Refrain from engaging in behavior that constitutes sexually harassing conduct;

b. Refrain from initiating or conducting a prohibited dating, romantic, or sexual relationship as described in Section IV.A. of this Order;

c. Disclose their own dating, romantic, or sexual relationships with other employees if required in Section IV.D. of this Order;

d. Affirm their agreement to comply with this Order;

e. Complete annual sexual harassment training;

f. Cooperate fully in any inquiry or investigation into an alleged violation of this Order; and

g. Refrain from any behavior that may call into question the impartial and harassment-free provision of services to constituents, agency clients or customers, contractors, or grantees.

3. Supervisors should take particular care to avoid conduct that could lead to allegations of sexual harassment, considering time, place, and situations of interactions with employees.

B. Employee Communication

1. To avail themselves of the procedures and protections of this Order, when a District Government employee finds conduct unwelcome, intimidating, or offensive, they may: (a) tell the person who is engaging in offensive or inappropriate sexual conduct to stop and that such conduct is unwelcome; or (b) ask the employee's supervisor, General Counsel, or Sexual Harassment Officer to advise the person that the conduct is offensive and unwelcome; or (c) proceed immediately to file a complaint of sexual harassment under this Order.

2. Employees and others engaged in intervention are encouraged to document all intervention efforts or requests to cease reported inappropriate sexual conduct, including conversations, texts, or email exchanges.

C. Reporting Allegations of Inappropriate Conduct of a Sexual Nature or Sexual Harassment

1. All District Government employees are encouraged to help ensure that District Government workplaces are free of sexual harassment. Employees who know of incidents of inappropriate conduct of a sexual nature, as well as behavior that may create an intimidating, hostile, or offensive work environment, or who are victims of inappropriate conduct of a sexual nature, should report the inappropriate conduct.

2. Employees may report to the Sexual Harassment Officer ("SHO") of their agency or any other agency, or the supervisor or manager of the employee engaging in inappropriate conduct, to their own supervisor, or to the agency General Counsel. Contractors, grantees, and customers of agencies may report allegations of inappropriate conduct of a sexual nature to the SHO of the relevant agency or any other agency, the relevant agency's General Counsel, the supervisor of the employee who engaged in the alleged inappropriate conduct, or their grant or contract administrator.

3. Allegations of sexual harassment against the Mayor, City Administrator, Mayor's Chief of Staff, Mayor's Senior Advisor, Director of the MOLC, any Deputy Mayor, or any official who directly reports to the Mayor, shall be referred to the Inspector General to determine if the allegation is credible, in which case it shall be referred for independent investigation. Such investigations shall be carried out by an entity outside the District Government and those reports shall be provided to MOLC (or the City Administrator if the allegation is against the Director of the MOLC) and the Inspector General.

D. Agency Responsibilities

1. Sexual Harassment Officers ("SHOs") and Investigations

a. Each Deputy Mayor's Office and each agency shall designate a primary SHO and an alternate SHO and shall update the designations, as needed, on an ongoing basis. Each agency shall provide the names of its SHOs to DCHR, and DCHR shall maintain a current District-wide list of agency SHOs. Further, pursuant to D.C. Official Code § 1-546.01(2), SHOs shall be registered with the Office of Human Rights ("OHR").

b. SHOs shall be trained and qualified to serve. To be qualified to serve as a SHO, individuals must have taken and continue to take annual training provided by DCHR and OHR. SHOs may but are not required to be an agency's Equal Employment Opportunity ("EEO") officer, or human resources manager; they must be competent in EEO laws and be designated by the agency to accept sexual harassment complaints and to review and investigate claims. SHOs need not be attorneys.

c. The primary and alternate SHOs for a smaller agency may be employees of another agency (i.e., the SHO of a larger agency may serve as the SHO for a smaller agency). An agency of any size may also obtain assistance from another agency's SHO in handling a particular investigation, including having another agency's SHO carry out an investigation, where there is a possibility of the appearance of a conflict of interest, or for administrative convenience. For the purposes of this Order, a smaller agency availing itself of this option will still be referred to as the "agency."

d. A person seeking to report a violation of this Order may file with any agency SHO, not solely the SHO at their agency or the agency at which the alleged sexual harassment occurred. Persons filing complaints, however, are not entitled to have the investigation conducted by the person of their choosing.

e. If a complaint is reported to someone other than the SHO, the person receiving the complaint must notify the agency SHO, unless giving notice would raise conflict of interest concerns, in which case the person must notify the agency General Counsel.

f. Unless the complaint is against the agency General Counsel, the SHO shall immediately notify the agency's General Counsel of the complaint, and the General Counsel shall thereafter notify the Mayor's Office of Legal Counsel ("MOLC"). The SHO may consult with the agency's General Counsel, or the General Counsel's designee, for legal guidance on conducting the investigation and shall notify the General Counsel of any issue that may require higher-level support. If the complaint is against the General Counsel, the SHO shall notify the MOLC directly.

g. SHOs should review DCHR's SHO training materials before initiating an investigation. DCHR has training materials on duties to inform the bargaining unit, the right to union representation during investigatory questioning, assessing credibility, unconscious bias, conducting interviews, gathering evidence, protecting confidentiality, preservation of evidence, when to stop an investigation and refer a matter for criminal investigation and more.

h. The primary function of a SHO is to accept complaints alleging violations of this Order and to gather, investigate and review the factual basis of the claim(s). SHOs may corroborate or refute factual allegations; SHOs may provide impressions and evidence regarding the credibility of witnesses. They weigh such evidence and may take into account their impressions of the credibility of witnesses. Ultimately, SHOs make and submit to the appropriate agency Director recommended determinations of whether the allegations are substantiated or are not substantiated. They are not to make legal conclusions about whether sexual harassment occurred.

i. Investigations of allegations of inappropriate conduct of a sexual nature shall be conducted, and the associated investigation report completed, as soon as practicable, within sixty (60) days after the filing of the report of the alleged sexual harassment, absent unusual circumstances.

j. The investigative report shall include a description of the allegations, a description of the SHO's investigation, a description of the evidence adduced by the SHO, and the SHO's recommended determination as to whether the allegations were substantiated. The SHO shall transmit the report to the Director or agency Director's designee and General Counsel of the agency where the alleged harasser is employed.

2. Interim Remedial Actions

a. Pending the completion of the SHO investigation and report, the issuance of the agency report, and the imposition of any disciplinary action, and to protect the rights of the alleged victim as well as the alleged harasser, the agency may take temporary personnel actions that do not result in any adverse employment action to either party.

b. When an agency becomes aware of an allegation of misconduct of a sexual nature, the agency shall notify the alleged harasser of the reported behavior and may demand that the alleged behavior cease immediately and not be repeated.

c. The agency shall take such other remedial steps as it deems appropriate to mitigate the possibility of the alleged harassing conduct continuing.

d. Interim remedial actions are administrative rather than disciplinary and may include, but are not limited to, transfers, reassignment of duty station, changed shifts, duties or reporting requirements, mandatory administrative leave with pay, or other appropriate measures that do not result in reduction of pay, demotion in title or responsibility, or other loss of employee benefits. In general, the agency should avoid moving the alleged victim or changing the alleged victim's shift, or taking similar action affecting the alleged victim, unless the alleged victim requests the action; if the agency takes such an action absent a request from the alleged victim, the agency should make clear to the alleged victim that the action is being taken in pursuit of an effective and prompt stop to any alleged harassment, and not in retaliation for reporting the alleged harassment.

e. Personnel authorities are encouraged to find alternative, reasonably comparable placement during the pendency of an investigation for the accuser or accused in lieu of administrative leave with pay, where possible and if consistent with any collective bargaining agreements.

3. Post-SHO Investigation Agency Actions

a. The agency Director or agency Director's designee may reject a SHO report and return it to the SHO for further investigation, information, documentation, or analysis if the agency Director or designee

considers the report to be incomplete, inadequate, or otherwise unacceptable.

b. If the report is not rejected, the agency Director, or the agency Director's designee, within fourteen (14) days of receiving the SHO's report, shall issue an agency report that accepts, modifies, or rejects the SHO's findings and substantiation recommendations, describes the rationale for any such modifications or rejections, and makes conclusions as to whether the substantiated allegations constitute a violation of this Order. The SHO report shall be included as an attachment to the agency Director or designee's report. The agency Director or designee shall consult with the agency's General Counsel during the preparation of the report regarding relevant legal standards or other legal issues.

c. If the report determines that a violation of this Order has occurred, the report shall be submitted to the agency's human resource officer for appropriate disciplinary action, up to and including termination. The agency shall require that any employee found to have violated this Order whose employment is not terminated must attend mandatory sexual harassment training within sixty (60) days after the issuance of the agency report.

d. The agency must provide the employee and the alleged harasser with a summary written notification of its findings and conclusions (final agency decision) after the sixty (60) day period and shall convey the same to MOLC within five (5) days after it is issued. The notice shall include a description of each allegation and the agency's determination as to whether the allegations were substantiated or were unsubstantiated. Such notice shall not include summaries of witness interviews, credibility determinations, or legal analysis; the notice is a simple recitation of the allegations and the determination as to whether the allegations were substantiated or were unsubstantiated.

e. Any conclusion in the SHO or Director's report that a violation of this Order occurred does not constitute a final legal conclusion that sexual harassment under the D.C. Human Rights Act or federal law occurred. Conversely, a finding that was not substantiated is not a legal conclusion that no violation of the D.C. Human Rights Act or federal law occurred.

f. Consistent with norms regarding the privacy of personnel actions, the complaining party shall not be informed of any disciplinary actions against the alleged harasser.

g. Regardless of whether a complaint has been substantiated, relevant staff, including the General Counsel, are authorized to work together to advise the Director or deciding official as to whether to recommend or implement personnel actions or management procedures to reduce the possibility of reoccurrence of any inappropriate behavior or behavior that poses risks for the District. Any meetings among the General Counsel, human resources staff, and agency management shall endeavor to preserve the confidentiality of the complaint generating the meeting or consultation to the greatest extent possible.

4. Communicating the Order: Orientation, Pledges, Training, and Notifications

a. The personnel authority shall circulate this Order to all new hires during their orientation, shall give each new hire time to read a summary of the Order during orientation, and shall obtain a signed verification that the new employee has read the summary and pledges not to engage in sexual harassment or any other conduct that violates the rules prohibiting sexually harassing behavior, certain dating, romantic, or sexual relationships, and requiring disclosure of certain relationships. Agencies with supplemental orders relating to sexual harassment shall provide those orders, too, to onboarding employees.

b. When individual contractors are working inside an agency in a manner akin to a District Government employee, the agency or the supervising contractor shall obtain signatures from individuals during onboarding orientations affirming their agreement to abide by this Order.

c. New employees shall take a course on sexual harassment as part of the on-boarding process and in no event more than fourteen (14) days after being on-boarded. Agencies shall by December 11, 2023

circulate this Order to all current employees.

d. Agencies shall follow up to provide delivery to difficult-to-reach employees, including employees on leave and work-related travel. Agencies are responsible for confirming that each employee has received this Order by email, verification through Peoplesoft, or return of a signed copy.

e. By December 11, 2023, each agency shall email the names of the agency's primary and alternate SHOs to all its employees and shall send reminders or updates of who the agency's SHOs are at least annually to agency employees.

f. Each agency shall prominently post notices in conspicuous locations accessible and used by a substantial number of agency employees, identifying the agency SHO and Alternate SHO, how to report sexual harassment, and that sexual harassment investigations are to be kept confidential to the greatest possible extent consistent with their investigation and resolution. Agencies shall post the notices no later than thirty (30) days after receipt of the template notice from the Office of Human Rights required by Section V.K. of this Order.

g. Agencies shall take a digital photograph of each posting and transmit it to the SHO program coordinator at DCHR with a description of the location at the time of each posting.

h. Individuals and entities entering into contract or grant agreements with the District Government must affirm that they will abide by the D.C. Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR § 1100 et seq.

i. District agencies drafting contracts and grants shall require such affirmations as part of the contract or grant agreement.

E. Employee Responsibility to Participate in Agency Investigations

1. District Government employees are required to cooperate fully in a SHO or independent investigation of a workplace sexual harassment complaint.

2. If an employee who alleges sexual harassment or is believed to have been the victim of sexual harassment declines to assist and/or participate in the investigation of the allegation, or requests the agency not conduct an investigation, the agency may on its own initiative investigate or refer the matter for investigation.

3. Employees who were not themselves victimized, who, after a direct request by the SHO or other investigator, decline to participate in a sexual harassment investigation, may be subject to disciplinary action.

4. Any consideration of whether to recommend disciplinary action for failure to cooperate in an investigation on the part of an alleged victim requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

F. Discipline for Making False Statements or Representations

1. Making materially false statements, and misrepresentation, falsification or concealment of material facts or records in an investigation of allegations of sexual harassment is conduct warranting disciplinary action, up to and including termination.

2. Consideration of whether to recommend disciplinary action against an employee who is also the alleged victim of sexual harassment requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

G. Discipline after a Finding of Sexual Misconduct or Harassment

The agency shall recommend appropriate disciplinary action, such as described in Section 1607.2(k) of the District Personnel Manual, 6B DCMR § 1607.2(k), up to and including termination of any employee found to have engaged

in sexual misconduct or sexual harassment as defined in Section III of this Order.

H. Rights of the Alleged Harasser

Persons accused of sexual harassment deserve the full protections afforded to them under the law in administrative matters, including, but not limited to, the right to respond to allegations of sexual harassment; to counsel and representation, including a union representative or other representative of their choosing, and including the presumption of innocence, unless and until there is a finding of harassment after an investigation by the agency or where appropriate, OHR. The right to counsel does not include the right to have counsel paid for by the government.

I. DCHR Responsibilities

1. DCHR shall quarterly reach out to all designated primary and alternate SHOs to confirm that they continue to serve in those roles. If DCHR is unable to reach a designated SHO or to confirm that the individual still serves as the agency's primary or alternate SHO, DCHR shall work with the agency to identify a new primary or alternate SHO for the agency. DCHR shall post a list of agency SHOs on its website and update it as necessary.

2. DCHR shall develop reporting forms for disclosure of dating, romantic, and sexual relationships and for applications for waivers of the prohibition on relationships in the chain of command.

3. DCHR shall work with agencies to verify that all employees have completed the annual training on sexual harassment required by Section V.A.1.e. of this Order.

4. DCHR, working with the Office of the Chief Technology Officer, shall create a means through Peoplesoft for employees to acknowledge their receipt of the Order and agreement to comply with its provisions.

5. DCHR, in consultation with OHR, shall review, update, and provide training materials for agency SHOs, including training on investigative techniques.

6. DCHR shall establish qualification standards for SHOs and verify each SHO's qualification to serve as a SHO.

7. DCHR, in consultation with OHR and the Sexual Harassment Task Force, shall create and disseminate training and collateral materials on this Order, the sexual harassment provisions of the D.C. Human Rights Act, and other sexual harassment law and policy, to all agencies under the direct authority of the Mayor and to such independent agencies as may request access to DCHR materials. The training and collateral materials should be tailored to employees in various roles, such as senior officials, managers, attorneys, human resources personnel, and new or existing employees, and should take into account that many District Government employees work primarily in the community and may not have regular access to computer-based training modules.

J. Office of Human Rights (OHR)

1. OHR shall develop training for EEO officers on the standards of the D.C. Human Rights Act, including the changes made by the Human Rights Enhancement Amendment Act of 2022.

2. OHR shall provide consultative services to DCHR and the Sexual Harassment Task Force in creating and disseminating training and collateral materials on this Order, the sexual harassment provisions of the D.C. Human Rights Act, and other sexual harassment law and policy, to all agencies.

3. OHR shall provide a template notice to agencies for agencies to post where the agencies can fill in the name of their SHO and alternate SHO and providing basic information on the prohibition against sexual harassment, how to report, and confidentiality, pursuant to Section V.E.4.d. of this Order.

VI. PROHIBITION AGAINST RETALIATION

A. Retaliation Prohibited

Retaliating against a District Government employee for reporting or filing a claim of sexual harassment, assisting another person in reporting or asserting a claim of sexual harassment, opposing sexual harassment, acting as a witness in a sexual harassment investigation, refusing to follow orders that would result in sexual harassment, intervening to protect others from sexual harassment or advances, or challenging an allegation of sexual harassment, is strictly prohibited. Employees shall not be penalized as a result of their assertion of their rights under the D.C. Human Rights Act or providing truthful information in connection with an investigation (whether on behalf of a complainant or a respondent). Retaliatory behavior may include, but is not limited to, unwarranted reprimands, unfairly downgrading personnel evaluations, transfers to less desirable positions, verbal, or physical abuse, and altered and more inconvenient work schedules. Employees found to have engaged in retaliatory behavior shall be recommended for appropriate disciplinary action, up to and including termination.

B. Process for Alleging Retaliation

Claims of retaliation are generally beyond the scope of the investigatory authority of agency SHOs because SHOs may not be trained in assessing the legality or validity of managerial decisions such as evaluations and assignments and investigations into retaliation would be difficult to conduct in the rapid timeframe set forth in this Order. Employees who believe they have been retaliated against must file a complaint with an EEO Counselor within one hundred and eighty (180) days of the alleged retaliation and subsequently file a complaint with OHR within fifteen (15) days of receipt of the Exit Letter if the employee is not satisfied with the outcome of EEO counseling.

VII. LIMITS

Lodging a complaint regarding sexual harassment does not shield an employee from all discipline or discharge. Agencies may discipline or separate a complainant if the agency is motivated by non-retaliatory and non-discriminatory reasons that would otherwise result in such discipline or separation.

VIII. CONFIDENTIALITY

A. Protecting confidentiality is critical to encouraging victims of sexual harassment to come forth and share their stories. It encourages witness cooperation and protects the reputations of those involved. For those reasons, SHO investigations should be kept confidential.

B. Confidentiality is not absolute. SHOs must disclose information to the alleged harasser for the alleged harasser to have a full and fair opportunity to respond. SHOs may have to disclose information to witnesses to gather more information from them. SHOs must keep agency General Counsels updated for reporting purposes and for investigation support purposes. SHOs also may have to disclose criminal conduct or threats to law enforcement. SHOs should not make pledges of total confidentiality.

C. Investigative reports are confidential, highly private, and deliberative and shall not be released without a court order. Neither the complainant nor the alleged harasser shall be provided with a copy of the investigative report.

D. SHOs, the agency, and MOLC shall take all reasonable steps to ensure that no information contained in the complaint file is disseminated except in furtherance of the investigation; for entry into E-risk or another risk management system; to assist in resolution of the allegations; as necessary for execution of any consequences stemming from the investigation; when lawfully released; or when required by court order.

IX. TIMELY FILING AND STATUTE OF LIMITATIONS

Complaints of sexual harassment shall be reported as promptly as possible. Agencies should investigate alleged acts of sexual harassment beyond the legal statute of limitations, or deadlines otherwise provided by regulation or collective bargaining agreement, taking into consideration the sensitive nature of the alleged offense, the pressure the complainant may have felt not to report the conduct, when the victim became aware of behavior that was not immediately apparent, or a pattern of harassing behavior that developed over time. Some remedies or sanctions may be unavailable due to delays in filing, but even delayed investigations may yield information to the agency in its ongoing efforts to prevent and remediate sexual harassment or may add to the credibility of similar, future allegations should a pattern emerge of allegations against a particular person or practice.

X. RECORDS

A. Agencies shall maintain records of complaints and investigations conducted for three (3) years from the date of the complaint.

B. For each fiscal year, each agency shall track how many complaints of sexual harassment were made by the agency's employees; were made about its agency employees by customers/clients of the agency; grantees or contractors of the agency, and how many complaints were made of sexual harassment of the agency's employees by customers/clients, grantees or contractors, or members of the public during the agency's duties.

C. In addition to the number of complaints, agencies shall track how many matters were investigated; were resolved by mediation; were substantiated; were deemed unsubstantiated; resulted in administrative or disciplinary action against one or more individuals determined to have violated this Order or sexually harassed the complainant; have resulted in legal action; have resulted in a settlement (including the amount of any financial settlement); and how many are pending. Pursuant to the Sexual Harassment Data Collection Act, annual fiscal year data required to be produced under D.C. Official Code § 1-546.02 shall be transmitted to the Office of Human Rights on or before October 15 of each year.

D. Centralized reporting, however, should be ongoing, and agencies are directed to submit such interim, monthly, or quarterly reports as may be requested by DCHR, the MOLC, OHR, or the Sexual Harassment Task Force, and to enter incidents into E-Risk as directed.

E. Any warnings to an employee(s) to halt a particular type of behavior – whether generally or as to a particular employee(s) – shall be recorded and transmitted to the agency's human resource office and to the Mayor's Office of Legal Counsel. In the context of addressing complaints of sexual harassment, any other interventions made for an employee, customer/client, grantee or contractor shall also be recorded, whether or not they arose from an informal counseling session, a complaint of sexual harassment, a complaint regarding behavior in a dating, romantic, or sexual relationship, anonymous report, or any other means.

XI. CONCURRENT REMEDIES AND JURISDICTION

A. Non-Exclusivity of Remedies

This policy is intended to supplement or be an alternative to other processes that allow persons to complain of sexual harassment. The procedures established by this Order are separate and distinct from other options persons with grievances relating to sexual harassment may have, through the Office of Human Rights, the Equal Employment Opportunity Commission, any grievance procedure available under their collective bargaining agreement, ethics complaint and investigation processes administered by the Board of Ethics and Government Accountability, or any other statutory or regulatory complaint process. Filing a complaint under this Order does not stay or delay any filing deadlines in any other forum.

B. Filing a Formal Complaint with the Office of Human Rights

In addition to pursuing action within the agency, an alleged victim of sexual harassment, or a person acting on the victim's behalf with or without the victim's consent, may report a sexual harassment claim within one year of the alleged harassment or its discovery to OHR using its Intake Questionnaire Form. EEO counseling is not required prior to the filing of a complaint with OHR.

C. Filing a Complaint with the Equal Employment Opportunity Commission

Some complaints may fall within the jurisdiction of the federal Equal Employment Opportunity Commission.

D. Relationship and Remedies under Negotiated Grievance Claims

Filing a report or complaint under this policy does not satisfy the requirements for filing a negotiated grievance and obtaining remedies under a collective bargaining agreement, nor does the complaint under this Order delay the

time limits for initiating such a procedure. To pursue a negotiated grievance claim, the employee should file a grievance in accordance with the provisions of the applicable collective bargaining agreement.

E. Criminal Remedies and Referrals

1. Where there is an allegation of criminal misconduct, including for example, sexual assault, kidnapping, stalking, or a threat to do bodily harm, the agency may, after consulting its General Counsel, place the victim and/or the alleged harasser on administrative leave with pay pending final administrative resolution of the complaint or any criminal proceeding.

2. The complainant at his or her choice may report the alleged criminal violation to a law enforcement agency, including the Metropolitan Police Department ("MPD"). Where a criminal violation occurred, the agency shall recommend discipline of the perpetrator up to, and including, termination.

3. While it is generally the alleged victim's decision to report sexual harassment offenses for possible criminal prosecution, if during an investigation the agency uncovers evidence of ongoing crimes (such as sexual extortion of beneficiaries of government services) or criminal activity collateral to or extending beyond the reported allegations of sexual harassment, such as gun-related offenses, the agency shall notify law enforcement.

F. Crime Victim Hotline

The agency shall also remind complainants of sexual assault or other possible crimes of the existence of the DC Victim Hotline. The hotline, 1-844-443-5732, is available 24/7 by telephone, text, or online chat to seamlessly connect victims of crime to free resources to help them navigate the physical, financial, legal, and emotional repercussions of crime. Through the hotline, victims may be matched with an advocate who can help them decide whether to pursue a matter through the criminal justice process.

G. Courts of Law

This Mayor's Order is directed towards preventing and remedying sexual harassment in District Government operations and it does not preclude complainants from obtaining counsel and pursuing any remedies they may have in courts of law. The options discussed in this Order do not constitute legal advice; deadlines for filing, procedures, and substantive offenses or remedies may change over time.

XII. APPLICABILITY OF PERSONNEL RULES

Any proposed personnel action instituted under this Order is subject to the regulations set forth in the District of Columbia Personnel Manual at Title 6B of the District of Columbia Municipal Regulations.

XIII. SEXUAL HARASSMENT TASK FORCE

A. There is hereby established the Sexual Harassment Task Force as an internal task force comprised of representatives of the Office of Human Rights, the Mayor's Office of General Counsel, the Department of Human Resources, the Assistant City Administrator, and the Mayor's Office of Legal Counsel, as designated by the head of each office, and such other individuals as these members may invite to serve as additional members of the task force. The task force shall meet from time to time to develop and advise on trainings, make recommendations about needed policies, review draft regulations, and otherwise take action or recommend measures to fulfill the intent of this Order: including to reduce the incidence of sexual harassment, train employees on what to do when faced with inappropriate workplace conduct, including harassment, and provide additional, effective procedures for addressing inappropriate conduct of a sexual nature. The task force may invite experts and other individuals to participate in the meetings and deliberations of the task force.

B. The Sexual Harassment Task Force shall, no later than May 1, 2024, make recommendations in the following areas and shall provide such recommendations to the appropriate agencies with authority to carry out the

recommendations or make final decisions regarding them. The recommendations need not be in the form of a report and may remain deliberative discussion items until finalized and accepted:

1. Communications to District Government employees about the District's sexual harassment policies;

2. Updates to required trainings for SHOs and agency General Counsels;

3. Recommendations for building a workplace free from sexual harassment;

4. Any recommended adjustments to prohibitions and disclosures regarding dating, romantic, and sexual relationships; and

5. The performance and progress by the agencies named in this Order in completing the responsibilities assigned to them.

XIV. SUPERSESSION

This Order supersedes Mayor's Order 2017-313 and any other provision of a previous Mayor's Order or practice pursuant to that Mayor's Order, to the extent of any inconsistency.

XV. EFFECTIVE DATE: This Order shall become effective November 10, 2023.

_____

MURIEL BOWSER

MAYOR

ATTEST: _____

KIMBERLY A. BASSETT

SECRETARY OF STATE OF THE DISTRICT OF COLUMBIA

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director	CG	3/24/25
2. Chris Earley, Deputy Director	CE	3/21/25
3. Julia Wiley, General Counsel	JW	3/19/25
4. Bill Winston, Associate Director of Community Services	WLW	3/14/2025
5. Ernest Merchant, Program Analyst	EM	3/14/25
6.		

SUBJECT:

Director's Comments:

Action

APPROVAL	CIRCULATE	CORRECTION	FILE	FYI	INVITATION	MEETING	SIGNATURE
☒	☐	☐	☐	☐	☐	☐	☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Greater Washington Urban League NBAP FY25 Housing Services $234,500.00

Grant 2025-03

Originating Office

FROM:E. Merchant	TELEPHONE NUMBER:
DATE:3/14/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE:

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

REV 1.0 10/25/23

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

MAR 24 2025

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel/OGC

Through: Bill Winston WLW
Associate Director of
Community Services

From: Ernest Merchant
Program Analyst

Date: March 14, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Greater Washington Urban League**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$234,500.00**
ATTACHMENTS:	**FY25 Grant Agreement #2025-03** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-03
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

DISTRICT OF COLUMBIA.

COMMUNITY SERVICES
HOUSING COUNSELING SERVICES

GRANT AGREEMENT

BY AND BETWEEN
THE DISTRICT OF COLUMBIA
AND

GREATER WASHINGTON URBAN LEAGUE, INC.

This Grant Agreement ("Grant" or "Agreement"), is made effective as of March 24, 2025, ("Effective Date"), by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the D.C. Department of Housing and Community Development (hereinafter referred to as "Department," "DHCD" or "Grantor") and Greater Washington Urban League, Inc., a District of Columbia non-profit corporation Grantee [DUNS No. Unique Entity Identifier (UEI) J81NAZPM6R39] (hereinafter referred to as "Grantee") with its principal place of business at 2901 14th St NW Washington DC 20009. Grantor and Grantee shall be collectively referred to herein as the "Parties."

RECITALS

1. The Department with offices at 1909 Martin Luther King Jr Avenue SE, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975, D.C. Official Code§ 6-1001 *et seq.*, and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Department is authorized to fund community based non-profit organizations that provide housing counseling services for low- and moderate-income persons.

3. On June 7, 2024, the Department published a Notice of Funding Availability ("NOFA") in the D.C. Register, which announced the forthcoming issuance of the Fiscal Year ("FY") 2025 Request for Applications ("RFA") for the Neighborhood-Based Activities Housing Counseling Services Program ("HCSP"). The RFA was issued on June 21, 2024, that solicited applicants to provide services to District of Columbia ("District") residents as a part of the Department's HCSP. HCSP includes Public Services ("PS"), and Non-Public Services ("NPS") as defined in Section I herein. U.S. Department of Housing and Urban Development ("HUD") approved counseling agencies employing one or more certified HUD counselors are eligible to provide both PS and NPS services, while organizations which do not have HUD approval status may provide PS services only. The RFA included an opportunity for applicants to provide one or more of seventeen (17) services listed in the RFA. These services include HUD-approved counseling in keeping with 24 CFR 5.100 and related Federal regulations (in 2 CFR Part 200, and 24 CFR Part 214) as well as services related to local DC programs which are administered by the Department. The RFA and the requirements set forth therein are also incorporated by reference herein.

4. The Grantee's RFA application demonstrates that its organization possesses project management, and organizational and administrative capacity to successfully perform as a nonprofit grant subrecipient under the Department's HCSP, and accordingly DHCD has determined to award a grant to the Grantee in FY 2025 ("25" or "2025").

5. The Grantor proposes to fund HCSP grant activities in FY 2025 from its allocation of Community Development Block Grant ("CDBG") funds authorized by Title I of the U.S. Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), 24 CFR Part 570.

6. As a condition precedent to disbursement of the Grant proceeds to Grantee for the sole and exclusive purposes described in Exhibit A (which includes the "Statement of Work" and the approved "Workplan", both attached hereto and made a part hereof), the Department requires that Grantee enter into this Agreement setting forth the terms and conditions of the Grant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are hereby incorporated by reference and made a part hereof.

Section I. Definitions.

A. As used herein, the following terms shall have the meanings indicated:

a) **Fiscal Year**: All references to Fiscal Year(s) ("FY") herein refer to the District Government fiscal year which is October 1st to September 30th
b) **Neighborhood Revitalization Strategy Area** ("NRSA") refers to the HUD approved areas of Wards 7 and 8 which have been designated as strategic areas for revitalization. Services to Ward 7 and Ward 8 regardless of whether Public Service or Non-Public Service, attributed to the NRSA.
c) **Non-Public Services** refers to 24 CFR 5.100 counseling services provided to clients in connection with the purchase of a specific home. All other 24 CFR 5.100 counseling is Public Service.
d) **Public Services** refers to all other services and may include group training and/or one on one counseling.
e) **Performance Periods**: The Performance Period is defined as the start date and end date for which Grant funds are awarded to execute an approved Workplan and Statement of Work in keeping with the RFA for FY 2025. (See Section IV below.)

Section II. Exhibits.

The Exhibits listed below and the terms and conditions of the same are incorporated herein and made a part of this Agreement.

A. Services to be Provided
- Statement of Work
- Section 3 from the FY 25 RFA: Services
- Workplan as approved by the Grantor

B. Budget
- Schedules A (3-1) and A (3-2) for the First Performance Period

C. Required Reporting Forms
- Monthly Performance Report on group trainings/orientations/workshops and one on one counseling (in connection with the Statement of Work and Workplan), as well as reports on DHCD certificates issued, outreach and marketing activities, and upcoming group trainings.

- Quarterly Beneficiary Data and Demographics for each of the following (a) PS, (b) NPS, and (c) NRSA activities.
- Quarterly Language Access Report (Optional)
- Quarterly Banking Report (as applicable)
- Quarterly Procurement Report (as applicable)
- Quarterly Submission of Minutes of Board of Directors Meetings

D Method to determine Client Eligibility for Services
E Budget Modification Form
F Drug Free Workplace Certification
G Service Area Eligibility
H Insurance Requirements
I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Section III. Grant Award

A. The Department shall make a Grant of the District's CDBG Entitlement Grant Federal Award No: B-24-MC-11-0001 ("CDBG Federal Award") to Grantee in an amount not to exceed Two Hundred Thirty-Four Thousand Five Hundred Dollars and No Cents ($234,500.00)(the "Grant") and is allocated as follows:

Sources and Uses of Funds:

NRSAs Ward 7 and Ward 8 [CDBG EN]	$ 56,630.00
TOTAL CDBG [EN]	$ 56,630.00
LOCAL FUNDS	$ 177,870.00
TOTAL AWARD [All Sources]	$ 234,500.00

Notwithstanding the source of funds designated above, the Grantor reserves the right to provide funding from another source(s). In all instances, applicable Federal and District laws and regulations shall apply regardless of the funding source. The Grant award shall be used to fund a range of services which HUD has defined as Housing Counseling Services: Public Services and Non-Public Services by a HUD Approved Counseling Agency ("HCA").

The specific Grant activities are described in Exhibit A (attached hereto) which includes
(a) the Statement of Work,
(b) Lines of Services - Section 3.2 of the Request for Applications (RFA), and

(c) The approved Workplan
(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

C. The Grant services will benefit low-and-moderate income persons living in the District of Columbia. In keeping with recent Presidential Executive Orders, Grantees should only use grant funds for US citizens and should maintain such documentation to prove citizenship.[13]

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as Exhibit B. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.

D. The Catalog of Federal Domestic Assistance ("CFDA") number is 14.218.

E. The Uniform Administrative Requirements for Federal Grants are applicable to this grant award and are available online at https:/ www.ecfr.gov current/title-2/subtitle-A chapter-II/part-200?toc=1. Also, the Grantee must comply with the Community Development Block Grants regulations 24 CFR part 570 that govern this award and other related HUD regulations, which are incorporated herein by reference.

Section IV. Grant Term and Periods of Performance

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2025. During this term, there are two Performance Periods. The First Performance Period is the Effective Date to September 30, 2025. The Second Performance Period is October 1, 2025, to December 31, 2025.

Funding for each Performance Period is in the sole discretion of the Grantor and requires meeting all due diligence requirements prior to award.

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[13] Examples of such document may include copies of unexpired state issued Real ID identification or driver's license, unexpired US passport or US passport card, active duty Military ID, current Green Card or Naturalization documents with state issued photographic identification.

The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of Grant funds or other Grant assets.

Section V. Statement of Work/CDBG Eligible Activities/Eligible Costs/Business Operations

A. CDBG Eligible Activities

1. Grantee shall use the CDBG Grant proceeds solely to fund Grantor-approved service activities that are intended to provide services and empower low- and moderate- income persons in the District of Columbia to make informed housing choices and achieve their housing goals, whether it's finding affordable rental housing, purchasing a home or obtaining financial assistance for critical home repairs.

The best way to provide this critical information to a client in order to assist them in their decision-making process is to adhere to 24 CFR 5.100[14] [in which a HUD certified counselor conducts (1) intake (2) financial and housing affordability analysis with affordability calculation (3) an action plan and (4) follow-up counseling to implement the action plan and achieve its stated goals].

The Grant services to be provided are described in Exhibit A. This description includes the major tasks, activities and project deliverables to be provided under this Grant. The Grantor reserves the right to alter or change the District of Columbia program requirements including eligibility, services provided, service methodology, service delivery and program goals during the performance period.

The proposed Grant activities are CDBG eligible activities pursuant to 24 CFR 570.201(e).

2. Grantee shall sponsor outreach events that inform the community about the Grant activities and participate in other community events as requested by Grantor.

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[14] 24 CRF 5.100: "Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling."

3. The Grantee must retain records which demonstrate that each activity funded under this Grant is CDBG eligible and document the amount of CDBG funds expended for each activity. This includes the activity itself, the outcomes, and the records concerning beneficiaries in keeping with subsection (B)(2) below receiving services. Any authorizations needed together with beneficiary statistical information should be obtained by the Grantee during intake or registration. HUD does not grant exceptions or authorize the District to make exceptions to this requirement.

B. CDBG National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention of slums or blight; 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. The Grantee certifies that the CDBG-assisted activities to be carried out under this Agreement will meet the National Objective of primarily benefiting low- and moderate-income persons (limited clientele activities) in accordance with Federal and District Requirements. The minimum threshold requires that at least 51% of the households served with CDBG funding must be low- and moderate-income households; provided however, that a Grantee whose application claimed additional scoring points for agreeing to provide Grant services to more than 51% low- and moderate-income beneficiaries, must adhere to the percentage they elected in their application.[15]

In accordance with the Grantee's election in their Application for a grant award and for receiving additional points in scoring, the Grantee has agreed to exceed the minimum requirement and to serve at least 90% low- and moderate-income beneficiaries.

Note: This percentage cannot be decreased as it was used for scoring in a competitive round of funding.

4. The Grantee shall disclose to any client that services are provided free of charge by a Grant funded by DHCD using Federal funds and therefore the Grantee has certain reporting

[16] In responding to the RFA published June 21, 2024, applicants were given the opportunity to receive additional points in scoring for committing to exceed the CDBG minimum threshold to either a 75% minimum or a 90% minimum.

requirements in order to provide the Grant services free of charge. The Grantee shall use appropriate forms to obtain a client authorization, as required, to comply with the terms of this Agreement and to meet HUD reporting requirements,

C. Staffing

Where HUD requires services are to be provided by a Certified HUD Housing Counselor, the Grantee shall comply with that requirement and not permit services reserved to HUD certified counselors to be provided by others.

To the extent applicable, Grantee agrees to secure the services of qualified personnel that are licensed and bonded in the District of Columbia to perform the CDBG Federal Award activities and services listed in Exhibit A.

Any changes in personnel or their general Grant responsibilities as set forth in Exhibit A are subject to the prior written approval of DHCD. In this regard, it is essential that the Grantee immediately report terminations and proposed new hires to the Grantor.

D. Business Operations

1. Grantee shall observe business hours of operation onsite in their service location(s) that align with District Government hours of operation specifically Monday through Friday 9:00 am to 4:30 pm (DC holidays excepted)[16] and shall ensure that sufficient staff are on site at Grantee's place of business to carry out Grant services.

2. During the hours of operations, Grantee shall have live answered telephones for incoming calls. If the Grantee's phone system utilizes an auto-attendant function or voicemail, announced option to the caller must include an option to press a certain key (such as "0" for an Operator) to be connected to a staff person in real time who can answer and field questions, redirect a caller to a staff person who can address a caller's inquiries, or provide registration information. DHCD and other DC agencies such as the Office of the Attorney General may check Grantee's compliance with this requirement from time-to-time.

[16] DC Holidays include New Year's Day, Dr. Martin Luther King, Jr. Holiday, Washington's Birthday, DC Emancipation Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Day.

E. Grantee may offer clients virtual appointments as well as virtual group informational or educational activities, but Grantee shall also provide clients an option for in-person services (including both in-person one on one appointments as well as some in-person group informational or educational activities.) The Grantee shall not refuse in-person services to DC residents.

F. Housing Resource Center (HRC) and Late Night Hours: As required by the RFA, "Applicants selected for the award shall participate (in a regular rotation) in staffing onsite at the Department's Housing Resource Center (HRC). The HRC provides services to DC residents by appointment and walk-ins." The HRC is located in the Grantor's offices at 1909 Martin Luther King Jr Av SE. The HRC coordinator, in conjunction with the Associate Director for Community Services, will develop a schedule in consultation with Grant subrecipients for staffing the HRC on a rotating basis on weekdays.

RFA applicants were awarded additional points in their score by committing to "Extended Office Hours." The options included providing office hours until 7:00 pm at least one (1) day a week in their office location and/or until 7:00 pm at least two (2) days a month in the HRC.

In accordance with the Grantee's selection in their Application for grant award and funding, the Grantee has committed to serve Extended Office Hours No Commitment to Extended Office Hours in either location.

Section VI. Disbursement/Required Support Documentation

A. <u>Reasonable, Allowable, Necessary, Allocable</u>

1. Grantee may request reimbursement for actual expenses incurred to provide services and as described in the Grant Budget (A 3-1 and A 3-2). Requests must meet all four criteria: reasonable, necessary, allowable, and allocable. (2 CFR 200.305)
   a. ***Allowable costs.*** Reimbursements are limited to the expenses directly related to activities supported by the grant activities and are subject to the regulations of the Federal and District Governments. Expenses related to activities should be necessary, reasonable, allowable and allocable.
   b. ***Limitations on allowable costs.*** A grantee may not use an indirect cost rate to determine allowable costs under its grant.
   c. **Some *Unallowable costs.*** Expenses that are not allowable include (but are not limited to) sales tax, late fees, debts, tips & gratuities, food, alcohol, controlled substances, cash reserves or investments, money given to individuals (including

donations, grants or loans), contributions to organizations, costs of fundraising, fund development, grant writing, advocacy, lobbying, and purchase of goods or services for personal use or benefit.

2. In addition, Grantee must demonstrate to the reasonable satisfaction of the Grantor that Grant performance milestones have been achieved. All requests for payment of eligible expenses shall be associated with the budget line items specified in Exhibit B (Budget Schedule A (3-1), estimated cost invoices and satisfactory Grant performance.

3. Grantees may not be reimbursed for expenses paid through Cash app or other similar peer-to-peer payment platforms, since such platforms create issues for recordkeeping, auditability, and compliance with grant regulations.

4. The Grantee shall not supplant funds or seek reimbursement for expenses that may be reimbursed by another grant (Federal, District, or private) either prior to or subsequent to reimbursement by the Grantor.

5. The Grantee must have the capacity for bookkeeping and accounting services required to track Grant expenses and create payment requests in keeping with Federal and District requirements, either on staff or by a third-party contractor.

6. The Grantee shall create and submit payment requests in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the Grantee to create and submit invoices by selecting the applicable purchase order number which is listed on the Grantee's profile.

7. All Grantees must be registered in the portal prior to invoice submission. The vendor portal website is **https://cfo.dc.gov./supplier_portal**. Please log onto the portal for further details and instructions. Questions can be submitted to **suppliers@dc.gov**.

B. Form of Submission of Payment Requests

1. The cover sheet to the reimbursement package must be the 30A Form of the Department [RCSD DHCD 306A Revised October 2024]. No other cover sheet is needed. This form should contain the Purchase Order Number, the IDIS Number, and the Partial Payment Number in accordance with Department's guidelines.

Payments requests are contingent upon certification by the Grantee in the following form as contained on the 306A (RCSD DHCD 306A Revised October 2024). The Certification is to be made by the chief executive officer, or the chief financial officer or the chief operations officer if the Governing Board has authorized this officer to act on behalf of the board to sign.

"I certify that all items, quantities and prices of work and material shown in the requisition are correct to the best of my knowledge and belief. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information , or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812." (2 CFR 200.415)

2. Page 2 and Page 3 shall be the Reimbursement Request A 3-1 and A 3-2.

3. Page 4 shall be the Invoice Cover Sheet with:
   a. A unique identifier (e.g. a row number or brief alphanumeric code) shall be assigned by the Grantee to non-personnel invoices and with the same unique identifier marked on each and every supporting document (e.g. receipt, proof of payment, cancelled checks, contracts, scopes of works, services rendered, vendor statement or document, Grantee's notes) submitted. The unique identifier shall be listed on the invoice cover sheet.
   b. Vendor's name
   c. Remittance address
   d. Invoice number
   e. Invoice date
   f. Contract number (also known as Grant Number)
   g. Purchase order number (if any)
   h. Invoice Amount
   i. The Amount which the Grantee is requesting reimbursement
   j. Quantity of goods/services delivered. Deliverables. Shipping and payment terms
   k. Other substantiating documentation that justifies and supports the payment request.

4. Page 4 and subsequent pages as needed shall include the supporting documents for the reimbursement request including signed timesheets, payroll reports, invoices from vendors marked as described above. (See Section E below.)

C. HUD Related Requirements

1. Federal regulations require that reimbursement under the Grant is tied to (a) beneficiary data reporting and (b) program performance. Failure to meet reporting deadlines for performance and/or beneficiary service data will suspend temporarily the processing of Grantee payment requests. Staff unavailability does not waive the requirement to meet reporting deadlines, and Grantee shall ensure that adequate staff are trained or cross-trained to prepare and submit reports timely.

2. The Grantee should be aware that HUD maintains an *Integrated Disbursement and Information System* ("IDIS"), a database in which the Grantor must make reports during the performance period on each Grantee's account. HUD flags subrecipient accounts when reporting is not provided by a deadline. Such a flag shall constitute a default. Multiple flags or failure to meet the conditions for HUD to remove a flag may result in suspension or termination in keeping with Section XII (C) of this Agreement.

D. Schedule for Submission of Reimbursement Requests

1. Requests for reimbursement shall be submitted in a timely manner by the date due. Failure to meet a deadline shall constitute a default.

2. On the 10th day of each month, the Reimbursement Request shall be for the prior month; provided however, the September reimbursement request must be submitted earlier in October on the date specified by the Office of the Chief Financial Officer of the District of Columbia, which is usually between the 5th and 7th day of October. *(Grantee may wish to use other funding sources for the late September payroll to facilitate meeting the deadlines.)*

3. In order to close-out the grant by September 30th, the October request should be the only request submitted in September.

4. The monthly schedule for submission is as follows:

Month	Due Date
March	April 10th
April	May 10th
May	June 10th
June	July 10th
July	August 10th
August	September 10th
September	October 5th or 7th as specified by the DC CFO
October	November 10th
November	December 10th
December	January 10th
January	February10th
February	March 10th

5. As applicable, expenses incurred pursuant to a project commitment in IDIS that has been approved by the Grantor and are otherwise eligible for reimbursement at the Grantor's sole discretion, may be reimbursed, regardless of when those expenses were incurred.

E. Source Documentation

1. All costs and obligations incurred under this Grant Agreement must be supported by source documentation (e.g. invoices, receipts, contracts, canceled checks, etc.). Documentation may also include approved time distribution sheets and certified payroll reports for employees and contracts.

2. The Grantee must satisfy all documentary requirements to the reasonable satisfaction of the Grantor prior to the disbursement of Grant funds.

F. Requirements Applicable to Disbursed Funds/No Escrow

1. Grantee shall not escrow Grant funds. However, nothing shall prohibit the Grantee from supplementing funding for these activities from other sources including other grants, funders or donors.

2. Any cash advances disbursed pursuant to this Agreement must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate

cash requirements of the Grantee in carrying out the purpose of the Grant. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct Grant program or project costs and the proportionate share of any allowable indirect costs.

3. If at any time it is determined that more Grant funds are disbursed to Grantee than what was required by the Grantee's immediate disbursement needs, Grantee shall immediately return to Grantor the excess funds.

4. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations or fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee.

G. The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect cost rate, as further described in Section (C)(4) and Section (C)(5) (Reporting Requirements) below.

H. In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant proceeds within three (3) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant proceeds, unless another date shall be agreed to be the parties in writing. The Grantor reserves the right to recover such losses by any legal remedy available.

Section VII. Budget Modifications

A. Any amendments to the budget (change in the amounts specified in the individual cost categories set forth in Exhibit B). may be approved by the Grant Administrator, so long as the total amount of the budget is not exceeded.

B. Any increase in the total Grant amount must be approved by the Director of the Department. If the change is made at the request of the Grantee, the request shall be in writing dated and shall be submitted on a Budget Modification Form, attached hereto as Exhibit E.

1. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and dated using the appropriate excel format or the appropriate online portal if available.

2. The Grantee shall make modification requests by June 1st, to allow sufficient time for processing prior to the start of the fourth quarter of the fiscal year. No more than two modifications may be required in the performance period. Requests for modification to the budget shall not be approved after June 1, 2025, except for extenuating circumstances specified in writing, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion.

3. The Department will not approve reprogramming of personnel funds for positions not filled in compliance with this Agreement and Grantee's personnel policies submitted to Grantor. If at any time DHCD requires a more detailed budget breakdown than the one contained herein, the Grantee shall provide such supplemental budget information in a timely fashion and in the form and content prescribed by DHCD.

Section VIII. Conditions Precedent to Grant Closing and Grant Disbursement

Grant closing shall mean the date on which Grantee has satisfied all conditions precedent to execution to the satisfaction of the Grantor, at which time both parties have executed and delivered the Grant Agreement. No Grant proceeds shall be disbursed prior to Grant closing.

The following conditions must be met prior to Grant closing:

A. Eligibility Determination. Determination by the Grantor that Grantee's proposed Grant activities meet eligibility and national objective requirements specified by the CDBG Program regulations at 24 CFR §§ 570.200 through 570.209. Grantor has determined that the proposed Grant activities are eligible for CDBG Program funding pursuant to 24 CFR 570.201(e) (provide housing counseling services to low- to moderate-income households).

B. Environmental Clearance. Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historic preservation reviews, and HUD has issued an approval of the release of funds.

C. Due Diligence Submissions. The following items must be delivered to DHCD for approval prior to Grant execution and Grant closing:

1. Articles of Incorporation, organizational by-laws and certification of nonprofit status.
2. Board/Corporate Resolution, memorializing
   a. the Grantee's intent to enter into this Agreement
   b. identifying the total Grant amount of the award
   c. identifying the Grant Number
   d. identifying the funding source(s) of the award, and
   e. identifying the authorized person by name and title who is authorized to sign on behalf of the corporation to enter into this Agreement.
3. Certificate of Good Standing
   a. issued by the DC Department of Licensing and Consumer Protection (DLCP)
   b. certified within 6 months of the Effective Date of this Agreement.
4. Certificate of Clean Hands
   a. issued by the DC Office of Tax and Revenue (OTR)
   b. certified within 90 days of this Agreement.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia to carry out the Grant activities.
6. Evidence that Grantee has obtained insurance, as provided in Exhibit H. If the renewal period for any insurance requirement occurs during the Grant performance period, the Grantee is required to submit to the Grantor evidence (Certificate Of Insurance) of insurance renewal to cover the remaining Grant performance period.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Effective Date.
8. An Affirmative Action Plan ("AAP") must be submitted by the Grantee for review and approval by the District prior to Grant execution and the disbursement of any Grant proceeds. The AAP shall be in a form to be determined by the District and must detail the Grantee's efforts to comply with the District's goals for achieving equal employment in District government contracts and set forth specific standards for the utilization of minorities in all job categories, as required by Mayor's Order 85-85 and District law.
9. Drug-free Workplace Certification (Exhibit F).
10. Debarment affidavit and verification confirming that Grantee is not debarred or suspended or otherwise excluded from or ineligible for participation in federal or District assistance programs under Executive Order 12549 or District law.

D. Opinion of Counsel. Grantee shall submit a written opinion of the Grantee's attorney, which states that the attorney has read the Grant documents and that the Grantee:

- Is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary.
- Has the full authority and legal right to carry out the terms of this Grant Agreement and all documentation required hereunder to be executed by Grantee; and
- Has taken all actions to authorize the execution, delivery and performance of this Grant Agreement and any documents required to be executed in connection with the Grant according to their respective terms

The Opinion shall further state that none of the aforesaid actions, undertakings or agreements violate any restriction, term, condition or provision of the Grantee's organizational documents or any contract or agreement to which Grantee is a party or by which it is bound. The Opinion must identify the Grant Agreement by name and Grant number, and the counsel must specifically identify the documents upon which the Opinion is based.

E. Current on District Obligations. Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant, including all local taxes and charges affecting Grantee's business.

F. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Proceeds, including, but not limited to the Council of the District of Columbia and the Chief Financial Officer of the District of Columbia.

G. Clearance Approval issued by the DHCD Office of Program Monitoring.

Section IX. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. The Grantee shall cure all report deficiencies identified by the Department and resubmit for approval by the Grantor within 14 calendar days of the notification. The requirements of monthly and quarterly reports [VII.(A) and (B) are in Exhibit C.]

A. Monthly Reporting

Monthly Performance Reporting. The Grantee shall use the online reporting portal provided by the Grantor and shall provide a complete performance report by the 10th day of each month reporting on Grant activities, accomplishments and performance of the prior month. Failure to submit the report by the tenth day of the month following the end of each

month shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

B. Quarterly Reporting

On the 10th day of January, April, July, and October, the following quarterly reports for the previous three months shall be due and provided by the Grantee in the form and method required by Grantor:

1. Quarterly Report on **Beneficiary Data and Demographics** (separate reports for PS, NPS and NRSA).

2. **Banking Report** (as applicable)

3. **Non-expendable Equipment Inventory Report** (as applicable) (the purchase or lease of non-expandable equipment). The purchase of all computer equipment must have prior approval from the Department.

4. **Procurement Report** (as applicable).

5. Copies of the **Minutes of the Board of Directors** meetings, which took place during the previous quarter; and

6. **Language Access Report** (optional) If services are provided in languages other than English, we encourage a language access report to be made.

Failure to submit any or all Quarterly Reports by the tenth day of the month following the end of a quarter shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

C. Additional Report Requirements

The following reports are due to the Department within the timeframes indicated below. If these documents were previously submitted, they must be updated and resubmitted.

1. Fringe Benefits Report

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects funded from the proceeds of this Grant shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefits rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the change. The report shall be submitted to DHCD within fifteen (15) days of Grant execution.

The fringe benefits rate for any personnel costs funded by this Grant shall not exceed 20% of the base salary rate indicated in Schedule A Form A (3-2) of the budget (Exhibit B).

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to the date of the Offer Letter.

All personnel costs approved under this Grant Agreement must be filled within ninety (90) days of Grant execution or within ninety (90) days of the vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than ninety (90) days, whether intermittent or consecutive, at any time during the Grant period may result in the loss of funds for the position.

Grantee must submit transcripts of training or continuing education for individual staff and counselors to the Grantor.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with CDBG funds, in accordance with the requirements specified in 2 CFR Part 200 (Exhibit D). The property inventory list must include, at a minimum, a short

description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

a. The Grantee shall submit a budget and Cost Allocation Plan showing its direct and indirect costs and the allocation of such costs to the Grantee's activities, including the administration of the activities and services provided under this Agreement. The plan must show all allowable and unallowable costs and how such costs are included in the direct and indirect costs in accordance with 2 CFR Part 200.

b. A current Cost Allocation Plan must be submitted no later than thirty (30) days following Grant execution.

c. The Cost Allocation Plan must include all sources of funding for the Grantee, including this, Grant and to which program/cost centers each source has been applied using the Grantee's chart of accounts (referencing individual budgetary line items).

The Grantee must provide:

i. the total amount of funding from each funding source,
ii. the total staff employed by the Grantee, regardless of funding source, staff allocation per grant/program and the estimated percentage of time spent per grant program.

d. As required by HUD, the Cost Allocation Plan is subject to approval by the Grantor. The Grantee shall cure any defects or omissions in the Cost Allocation Plan within 60 calendar days of the notice to cure.

e. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. The waiver request must detail the reasons for the waiver request and include a copy of the relevant audited financial statements.

f. Claims for reimbursement of documented Grant expenses shall comply with 2 CFR Part 200 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.

5. Indirect Cost Rates

a. Grantees may request reimbursement for indirect costs based on their Cost Allocation Plan. The Cost of Allocation Plan must be reviewed and approved by the Grantor. The Grantee is required to keep records of the expenses charged to the Indirect Cost Rate for monitoring and close-out.

Grantees with Indirect Cost Rates are required to use their indirect cost rate. Grantees with provisional rates must demonstrate the rate is not expired or that it is currently used by a Federal Agency in awarding Federal funds to the Grantee during the current Fiscal Year. Other Grantees may use the Federal *de minimis rate* of 15%. In either case (*De Minimis rate* or Federally Approved rate), Grantee shall maintain records (available during monitoring, or close-out or upon request) indicating which costs in the cost allocation plan and the dollar amount have been attributed to the Indirect Cost.)

Indirect cost rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with supporting documentation. DHCD will not make adjustments to indirect cost rates after June 1st.

The Grantor does not issue or award Indirect Cost Rates.

Grantees who wish to obtain a Federally authorized Indirect Cost Rate are encouraged to contact the "Cognizant Agency" which is the US Department of Health and Human Services.

b. For all personnel costs funded under this Agreement, Grantee must maintain documentation for use of indirect cost funding and provide the same when requested for verification of expenditures in keeping with the approved cost allocation plan, including, but not limited to cancelled checks, employee signed and supervisory approved employee time sheets, invoices and bank records.

c. Expenses charged to an indirect cost rate must be accompanied by and cross-referenced to and reconciled with an independent audited financial statement, which accounts for all (grant funded and non-grant funded) activities by the Grantee during the fiscal year in which the indirect cost rate is based.

6. Organizational Audit

Grantee must submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year.

Note to All Grantees: All Grantees must ensure their financial records are available for review or audit by appropriate officials of the Federal Government and the District Government.

7. Auditor's Management Letter.

Grantee shall submit an auditor's Management Letter to the Grantor at the time it submits the annual audit.

8. Procurement Policy, Accounting Policies and Procedures, and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution, the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of the Grant. These policies and procedures shall be in accordance with the requirements of 2 CFR Part 200. The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

If the Grantee has previously submitted these documents, and the documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a certified statement (the "Re-certification Letter") to the Grant Administrator indicating when the most current document was submitted to the District and certifying that no changes to these policies and procedures have since been made.

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D. Summary of Report Deliverables and Receipt Due Dates:

	Report	Receipt Due Date
1	Monthly Performance Report	No later than the 10th day of each month
2	Quarterly Beneficiary Data	No later than January 10th, April 10th, July 10th and October 10th – a separate report for each use: PS-NPS-NRSA
3	Language Access Report (Optional)	No later than January 10th, April 10th, July 10th and October 10th
4	Fringe Benefits Report	Within 15 days of Grant execution
5	New Hires/New Employees Information (Job Description & Resume) HUD certificate if certified counselor	10 Days prior to the Offer Letter of Employment being sent to the candidate
6	Notice of Vacant Position	Within 10 days following the vacancy
7	Non-expendable Equipment Report	Within 15 days of Grant execution and quarterly thereafter
8	Procurement Policies and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
9	Accounting Manual and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
10	Cost Allocation Plan (based on and tied to the most recent audit)	Within 30 days of Grant execution
12	Independent Financial Audit	Within 90 Days of the Close of the Grantee's Fiscal Year

	Report	Receipt Due Date
13	Single Audit Report (if applicable)	Within 30 Days of submission to the Federal Audit Clearinghouse
14	Auditor's Management Letter	Submitted with the submission of the Audit
15	Requests to revise Budgets and/or Workplans	Prior to the 1st day of June
16	Grantee's Close-Out Report (Section XV.) Inventory Report & Annual Report	Within 90 Days of the end of the Term of the Grant.
17	HUD 9902	Within 30 Days of Submission to HUD
18	HUD Monitoring Report	Within 30 Days of Receipt from HUD monitor or the HUD intermediary monitor.

Section X. Accounting/Audit Requirements

A. Accounting System

1. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in Exhibit B.

2. Accounting records should be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.

3. Any funds provided to the Grantee or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest-bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

Grantee shall submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year, contingent on the following:

1. Grantees receiving an aggregate of $1,000,000 or more from all funders in Federal funds must in accordance with Federal regulations obtain an independent audit (Single Audit Act of 1984 , Single Audit Amendments Act of 1996, and 2 CFR Part 200). A standard audit may be supplied pending the completion and submission of the Single Audit.

2. Grantees:
   (a) Required to be audited by any State or political subdivision(s) thereof (whether by statute or regulation) or
   (b) Who conduct an audit to submit to any government or private funder, or foundation or corporate funder or
   (c) Whose governing body or senior management obtains an audit,

   shall be required to submit that audit to the Grantor upon receipt of the same.

If the Grantee is not audited in accordance with (1) and (2) above, the following shall apply:

3. A Grantee whose corporate entity receives or expends less than $999,999 as reported to the Internal Revenue Service in the 990 Tax Return without amendments, deletions or summarized details must file with the Grantor a financial report prepared by an independent Certified Public Accountant and certified by the same that contains:
   - income statement or Statement of Activities,
   - balance sheet or Statement of Financial Position,
   - statement of Functional Expenses by program or cost centers such statement to break out separately the Grantor's funding by Grantor's program(s) separately from all programs or cost centers used.
   - statement of cash flows, and
   - independent review and certification of the financial statements including a review of the management's financial internal controls.

   In addition, the nonprofit organization must file a biennial audit that covers both years within a biennial period. See 2 CFR Part 200, Subpart F.

4. The Grantee shall fully clear any deficiencies noted in the audit reports within sixty (60) days after receipt by the Grantee.

5. . Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default of this Grant and may result in the withholding of future payments and/or debarment from participation in future Grants.

Section XI. Grant Administration

The Grant Administrator is:

William Winston
Associate Director for Community Services
DC Department of Housing and Community Development
1909 Martin Luther King Avenue SE, Room 304
Washington, D.C. 20020.

The telephone number is (771) 208-9628. All concerns regarding the technical implementation and interpretation of this Grant are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line-item changes and terms) where there is no dollar increase.

Section XII. Repayment of Grant Funds/Grant Performance Monitoring Default and Remedies

A. HUD Monitoring

The Grantee is subject to monitoring by HUD and agrees to provide all required information, data, records, files including client files, case notes, correspondence and emails, reports, beneficiary data, performance data, financial records, supporting documentation, to satisfy HUD monitoring. Notwithstanding the date of a finding by HUD, should HUD make a finding, the Grantee shall be responsible to cure the defect, and should HUD require repayment of Grant funds for any reason to the Federal Government, the Grantee shall be responsible for repayment in the amount specified by HUD. Repayment shall be made to the District of Columbia and by the District to the Federal authority in satisfaction of the HUD requirement. HUD monitoring is not confined to the performance period but extends through the record retention period provided in Section XV.

B. Grant Performance Evaluation

1. DHCD will monitor the performance of the Grantee to ensure that the goals and performance standards stated in the Statement of Work and Work Plan and RFA are being achieved according to schedule and within budget.

2. All records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. Grantee shall make timely submission of all information and/or records requested by DHCD or HUD to assess performance under the Agreement.

C. Suspension or Termination of Grant Assistance

1. In accordance 2 CFR 200.340 and 200.341 and 200.343, suspension or termination of CDBG Grant assistance may occur according to the Default provision in subsection D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner.

2. If Grantee fails to correct the substandard performance within thirty (30) days after receiving written notice from DHCD, suspension or termination of this Agreement will be initiated.

3. In accordance with 2 CFR 200.340(a), suspension or termination of Grant assistance may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

Subject to any applicable notice requirement and right to cure, the occurrence of any of the following shall constitute an event of default:

1. Failure to comply with any of the CDBG Program rules, regulations or provisions referred to in this Agreement, or such other Federal or District statutes, regulations, executive orders, District of Columbia mayoral orders, HUD rulings, policies or directives applicable to this Grant:

2. Failure to comply with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement.
3. Substandard performance by the Grantee or any of its agents under this Agreement, as determined in the sole and reasonable discretion of DHCD; or
4. Improper use of funds provided under this Agreement.

A determination of default shall be made in the sole and reasonable discretion of DHCD.

E. Remedies for Default

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of a written notice to the Grantee, Grantor may take one or more of the following actions, as determined in its sole discretion:

1. Terminate and suspend further disbursement of any remaining Grant assistance.
2. Disallow all or part of the cost of the activity or action that is not in compliance with this Agreement.
3. Wholly or partially suspend or terminate the current Grant award; or
4. Take other legal remedies that may be available.

F. Termination for Convenience

The Grant may be suspended or terminated on the basis of convenience as provided in 2 CFR 200.340(a).

G. Reversion to DHCD of Grant Assistance

1. Upon default by the Grantee under the terms of subsection D above, which has not been cured, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request the following:

i. Any Grant funds in its possession (whether or not committed),
ii. Any accounts receivable attributable to the use of Grant funds; and
iii. The portion of any income directly generated by (or the prorated proportion of) Grant funds for the activities described in this Agreement.

2. Upon final completion of the projects and activities for which CDBG funds have been provided by DHCD, expiration of the term of this Agreement, cancellation, or determination of this Agreement, the Grantee shall transfer any unspent, excess or surplus CDBG Grant funds, to include accounts receivable attributable to the use of the CDBG funds.

H. Grantor Non-Waiver

DHCD's delay or failure to act with respect to a breach by the Grantee does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section XIII. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, and 2 CFR Part 200, as deemed applicable by the Grantor. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Fund Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Organizational Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter arising from this Grant Agreement.

D. Cancellation Ceiling

In the event of cancellation of the Grant because of non-appropriation of funds for a specific fiscal year, there shall be a cancellation ceiling of zero dollars.

E. Anti-Deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, Grantor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code§ 47.105. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-Deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section XI. of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements.
2. Performing technical evaluations as required.
3. Interpreting the Statement of Work and other language in the Grant.
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with the District and other laws and regulations applicable to the Grant.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

George H. Lambert, Jr.
President & CEO
Greater Washington Urban League
2901 14th Street, NW
Washington DC 20009
(202) 265-8200
glambert@gwul.org www.gwul.org

H. Misuse of Grant Funds

Any alleged fraud, waste, abuse or mismanagement of Grant funds shall be immediately reported to the Grantor and the District of Columbia Office of the Inspector General ("OIG"). The OIG may be reached at (202) 724-TIPS (8477) and (800) 521-1639 or at oig.dc.gov

I. Nonassignability

Grantee will not sell, assign, pledge or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

Section XIV. Insurance

A. The Grantee shall obtain at least the minimum insurance coverage set forth in this Section XIV. and Exhibit H prior to the Effective Date and keep such insurance in force, as may be applicable, throughout the Grant period of performance.

B. Fidelity Bond: The Grantee must procure Fidelity Bond coverage in an amount equivalent to the total Grant budget. Pursuant to 2 CFR Part 200, Fidelity Bond coverage is required to protect the District's interest in the dollar amount of the Grant. Should Grantee be unable to procure a Fidelity Bond, Grantee shall submit proof that it has obtained general liability insurance that covers internal employee criminal activity or directors' and officers' liability insurance.

Section XV. Records Retention/Access

A. Records Retention

The Grantee shall retain all records demonstrating compliance with CDBG requirements and that are pertinent to this Grant for no less than five (5) years from Close-out of this Grant Agreement, including any extension thereof made in accordance with Section XVI. [Option to Extend] and including but not limited to Close-Out in IDIS of any HUD requirements. See Exhibit 5.1 in this link: https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-5.pdf

B. Extension of Retention Period

Notwithstanding the foregoing retention requirement in paragraph A above, if any litigation, claim, HUD monitoring or audit is initiated before the expiration of the retention period, records shall be retained for a period of not less than four (4) additional years following completion of the actions and resolution of all proceedings (e.g. litigation, claim, HUD monitoring or audit) involving the records.

C. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility, progress and achievement toward program goals and secure such records in a manner subject to applicable privacy laws. Such data may include, but is not limited to, client name, address, income level, case notes, correspondence and a description of service(s) provided. The Grantee shall use software which is HUD compliant to maintain client records. The Grantee shall transmit client records and files in a manner that is compliant with HUD's Personally Identifiable Information (PII) requirements.

D. Access to Records

All Grantee books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Grant funds shall be made available to the Department, HUD, its designee, representatives of the Inspector General of the District of Columbia or the Office of the DC Auditor at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.

E. National Objectives

The Grantee agrees to maintain documentation that demonstrates that the activities carried out with CDBG funds provided under this Grant meet the CDBG national objective of benefiting low- and moderate-income persons, as defined in 24 CFR part 570.208.

F. Copyright

If this Agreement results in any copyrightable material or inventions, DHCD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Section XVI. Federal and District Public Policy Requirements

Grantee shall fully comply with the following Federal and District policy requirements, as deemed applicable by Grantor:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federal-assisted and federal conducted programs and activities .

C. The requirements of Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

D. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.-) and implementing regulations at 24 CFR I part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

E. The requirements of Executive Order 11246, as amended by Executive Orders 11375. 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

F. The Conflict of Interest provisions of Federal and District laws strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of Federal funds to comply with 2 CFR 200.317 to 200.327 and

any sections of Title of 24 the Code of Federal Regulations concerning CDBG funding which are more restrictive than the Uniform Guidance Code for use of CDBG funds. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within (fifteen) 15 business days of execution of the Grant Agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict-of-Interest declarations to be executed by each employee and board member.

G. The Hatch Act. Chapter 15 of Title V. United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

H. The National Environmental Policy Act or other legislation implemented by 24 CFR part 58.

I. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement as Exhibit F.

J. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991H FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.

2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any grant,

or the entering into any extension. continuation. renewal, amendment of modification of any grant.

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and

c. He or she will include the language of the certification in all sub- grant awards at any tier and require that all recipients of sub-grant awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this Grant imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure, as the applicable grant shall so provide.

K. The Americans with Disabilities Act of 1990 (ADA) - Notwithstanding anything contained herein to the contrary, during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

L. The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are applicable pertaining to economic opportunities for low and very low-income persons. 24 CFR part 135.

M. First Source Program - Contractors and subcontractors of a government-assisted Project totaling $300,000 or more must comply with the District's goals for the recruitment, referral and placement of District residents. See D.C. Law 5-93, as amended, D.C. Official Code§ 2-219.01 et seq.

Section XVII. Close-Out Provisions

Activities and tasks during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor, and determining the custodianship of records (which shall remain the responsibility of the Grantee unless a determination is made otherwise). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over District appropriated funds and the record retention period, whichever is longest. Grantee shall submit the following items within the time frames indicated in this Section after completion of Grant activities or expiration or termination of this Agreement.

1. All activities are eligible, were completed and met a national objective.
2. All grant funds were expended in full, or all remaining funds are to be returned to Grantor.
3. All reporting requirements were completed and submitted (except for the final report that is submitted during the closeout process).
4. Any special conditions were met; and
5. All deficiencies or corrective actions affecting the Grant were resolved.

A. Grant Close-Out Report

The Grantee shall submit to the Grantor a Grantee's Close-Out Report ("Report") within ninety (90) days after expiration of the Grant term, termination of the Grant, or final payment for activities under this Agreement, whichever occurs later. This Report, at a minimum, shall include a narrative of the Grantee's completed tasks based on the activities, performance measures and goals set forth in the Statement of Work. The Report shall be completed using a form provided by the Grantor. The Grantee shall provide any information or data Grantor requests for Close-Out. In the Grantor's sole discretion, the reporting provided during the term of this Agreement may be accepted in lieu of the Grantee's Close-Out Report if those reports contain all information required in this section.

B. Documentation of Expenses

Within ninety (90) days after the expiration of the Grant, the Grantee shall provide to Grantor documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses.

C. Equipment Inventory

The Grantee shall submit to Grantor a list of all furniture, fixtures, equipment and vehicles purchased with Grant funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with 2 CFR Part 200.

D. Audit

The Grantee shall submit an audit or financial statement, as applicable, and as provided in Sections IX and X. of this Agreement.

E. Transfer of Records

Grantee shall, within ninety (90) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

F. Grantee's Obligations

The Grantee's obligations to DHCD remain in effect through the period of record retention as stated in Section XV.

Section XVIII. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion, and if legally permitted, extend the term of the Grant no more than two (2) times for one-year terms, or any fraction of one year, or multiple successive fractions thereof.

B. Grantor will endeavor to provide Grantee a preliminary written notice of its intent to extend at least thirty (30) days before the end of the Grant Term. The preliminary notice does not commit the District to an extension or authorize additional Grant funds to Grantee.

C. Any extension of this Grant is contingent upon the appropriation of funds for the applicable time period. However, the availability of funds shall not obligate the District to extend the Grant.

Section XIX. Total Agreement

The Grant Agreement, including specifically incorporated documents (to include the approved Statement of Work, the Work Plan, the approved Budget and the Grant attachments) constitute

the total and entire agreement between the Parties. Grantee understands and agrees to comply with the incorporated references contained in this Agreement and all applicable District and Federal laws and regulations.

Section XX. Applicable Law.

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia, unless otherwise controlled by federal law. In any proceeding relating to this Grant Agreement, each of Grantor and Grantee, hereby irrevocably submits to the jurisdiction of the Courts of the District of Columbia for the purposes of any suit, action or proceeding arising out of or relating to this Grant or transactions contemplated hereby.

Section XXI. Severability.

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XXII. Amendment.

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Grant activities, or the amounts specified in the Budget without the prior written approval of Grantor. The Grantee may request in writing approval of any proposed change to the Statement of Work or Workplan or the amounts specified in the eligible cost categories of the Budget and shall provide adequate supporting information and a revised budget along with its request. All such requests must be signed and dated.

Section XXIII. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or fully, by the Department.

1. The written or printed materials must include the authorized DHCD logo.

2. Written or printed materials include, but are not limited to, newspaper, radio and television announcements or advertisements, websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.
4. Grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to Grantee.
5. Grantee must provide copies of all marketing materials, brochures, flyers and other materials that publicize grant-funded activities to Grantor via email at dhcd.occo@dc.gov

Grantee shall publicize, as appropriate, to its constituency through social media, print, and online postings, DHCD communications and events that are related to Grant supported activities.

Section XXIV. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code§ 2-531 *et seq*. provides for the disclosure of public information. Specifically, the law provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Official Code § 2-170 1 (13) .

This serves as your Notification that information /documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code§ 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXV. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, homeless status, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Sexual harassment is a form of sexual discrimination which is prohibited by the Act and Mayor's Order 2023-131 (Updated District Government Sexual Harassment Policy, Guidance, and Procedures), which is attached hereto as Exhibit I.

The prohibition against workplace sexual harassment extends to third parties doing business with or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies. By executing this Agreement, Grantee affirms that it will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1 I 00 et seq. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated.

Section XXVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addresses:

NOTICE TO GRANTEE:

Greater Washington Urban League
2901 14th Street, NW
Washington DC 20009
Attn: George Lambert (President & CEO)

NOTICE TO GRANTOR:

D.C. Department of Housing and Community Development
Community Services
1909 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
Attn: Director

DHCD Contract No. 2025-03
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-03
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTOR SIGNATOR PAGE]

DISTRICT OF COLUMBIA, a municipal Corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Colleen Green
Director

Legal Review:

Julia Wiley
Office of the General Counsel
Department of Housing and Community Development

3/19/25
Date

[Signatures continue on the next page]

DHCD Contract No. 2025-03
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTEE SIGNATURE PAGE]

GREATER WASHINGTON URBAN LEAGUE, INC.
a District of Columbia non-profit corporation

George H. Lambert , Jr.
President & Chief Executive Officer

03/31/2025
Date

DHCD Contract No. 2025-03
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit A Services to be Provided

- Statement of Work
- Section 3.2 Services (from the FY25 RFA)
- Workplan as approved by the Grantor

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education and training services to support DHCD's housing programs and initiatives, and to promote compliance with District housing regulations. All of the services are intended to empower potential homeowners, actual homeowners, and tenants for the purpose of preserving of affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership; (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached workplan and performance measures. Marketing and outreach for the services provided is a activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of these service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling; (b)the Grantee's additional knowledge of the individual and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and it shall be maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow up and conduct a final assessment of the impact of the services provided. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A4: Inclusionary Zoning Orientation
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program

CATEGORY C: TENANTS AND TENANT GROUPS
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

SECTION 3: PROGRAMMATIC REQUIREMENTS

3.1 Eligibility for Federal Funding

The services in this RFA will be conducted through grant agreements using Federal funds (Community Development Block Grant (CDBG) and, as available, some District Funds. The Department will provide a full informational briefing to the awarded grantee(s) about the grant funding source's ongoing administrative and programmatic requirements. Whether grants awarded under this RFA are funded locally or with federal funds, all grants will be managed to the higher standards and requirements whether Federal or District.

Federal regulations have established national objectives requiring all CDBG-funded activities beneficiaries to be at least 51% low- and moderate-income persons or households. The national objective is achieved through "limited clientele benefit"—that is, by verifying the incomes of each beneficiary of the services provided. The applicant must demonstrate that it has the capacity and the intention to verify the household incomes of beneficiaries to meet the national objective of providing benefits to 51% of low- and moderate-income persons.

Client income certification is also an important element of ongoing program activity for many DHCD housing programs. (See Section 3) Applicants should review in detail the federal income requirements for programs, activities, and grantee (sub-recipient) eligibility under the Community Development Block Grant program regulations at 24 CFR 570. 200-210,

- https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-570/subpart-C?toc=1

and HUD Housing Counseling Program Regulations: 24 CFR Part 214,

ps://www.ecfr.gov/current/title-24/subtitle-B/chapter-II/subchapter-B/part-214?toc=1

3.2 Housing Services: Description of Housing Programs and Services

Please Note: Specifications and programmatic requirements may change from time to time during the award period at the discretion of the Department.

The following describes seventeen services in the Housing Counseling Program. These constitute the services for which the Department is seeking Applicants to provide services to DC residents. Applicants should select at least one service for which they are applying; however, the Applicant may select more than one. The Department is not obligated by the Applicant's selection to make an award. Applicants are responsible to demonstrate their capacity in their application to provide the services for which they have applied. Capacity includes staffing patterns including qualifications and experience, other funding resources, case management systems and programmatic activities. Historical data can also be considered in demonstration of organizational capacity. Applicants should be aware of Legal Citations noted throughout this section as well as the references to the Code of Federal Regulations (CFR).

Category A: HOMEOWNERSHIP

A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program
A6: Income Certification for the Property Acquisition and Disposition Division (PADD) Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY

B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B12: Legal Services for Seniors and/or Coop & Condo Associations
B13: Technical Assistance for Coop and Condo Associations
B14: Technical Assistance for Owners of Small Rental Properties

CATEGORY C: TENANTS AND TENANT GROUPS

C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

Each particular service has specific requirements described in the following pages. Applicants are expected to utilize this guidance in the performance of these services.

CATEGORY A: HOMEOWNERSHIP

Legal Citations Governing Program Area in Category A

Applicants to provide services in Category 1 should review in detail the following legal citations governing the District's homeownership programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for homeownership pursuant to the relevant citations.

- Home Purchase Assistance Program: DC Code 42-2601 and 14 DCMR, Chapter 25
- Employer-Assisted Housing Program: DC Code 42-2501 and 14 DCMR, Chapter 36
- Inclusionary Zoning: Legislation Pending, Bill 17-586, 17-618, 17-619

A1: HUD Housing Counseling
This activity is open to applicant organizations which are HUD approved employing one or more HUD certified counselor(s). Such counseling is often (but not exclusively) in the pursuit of homeownership or credit repair and improvement or to improve their housing condition.

Grantees of this service should be familiar with 24 CFR 5.100 and with 24 CFR 214.

Housing counseling is independent expert advice provided by a HUD certified housing counselor (24 CFR Part 214) customized to the needs of the client. It is aimed at addressing housing barriers and providing support to the client to achieve their housing goals. This counseling service must include: (1) intake (2) financial and housing affordability analysis (3) an action plan[2] and (4) follow-up counseling to implement the action plan and achieve its stated goals *(24 CFR 5.100).*

The action plan should identify the steps needed for the client to achieve his/her housing goals. These actionable steps include, but are not limited to, review of the client's credit report with explanations of its meaning and items that impact (or may improve) the credit score, creation of a budget and methodologies to track one's income and spending, debt reduction planning, and savings planning. Follow-up should track the client's progress toward the goals of the action plan. Other programs and services including group educational opportunities may complement the one-on-one counseling with a certified counselor. Counselors, therefore, may appropriately make referrals to programs and services as well as to group educational activities that support and implement the goals of the action plan.

Counseling organizations are required to maintain case files including items 1-4 above as stated in 24 CFR 5.100. It is critical that files with records and case notes be kept in such a way that if a client's counselor is no longer available, either temporarily or permanently, another certified counselor in the organization can understand based on the file the client's circumstances, action plan, progress and where the client is in achieving his/her housing goals.

Organizations providing this service should have working experience with credit counseling and repair, with consumer credit bureaus and consumer credit laws. Ideally, they should be familiar with creditor tactics, liens, judgments, repossessions, and other obstacles to credit improvement.

It is critical for the counseling organization to make efforts to keep the client engaged in the counseling process and such attempts and outreach should be documented in the case file.

In accordance with HUD requirements, counseling organizations may close files if a client does not respond to outreach efforts over 60 days. The last outreach attempt should document that the file will be closed as of a specific date if nothing further is heard from the client. If the client should return to client after the 60 days, a new file should be opened.

[2] Except for reverse mortgage counseling.

Post-purchase follow-up

a) Grantees must continue their counseling relationship with customers once they become homeowners. This follow-up should continue for a period of time after purchase to ensure the homeowner's housing stability.
b) Grantees may make use of post-purchase programs using either their own programming or making referrals to other Grantees who provide such programming (*e.g.* B1 General Home Management and B2 Foreclosure Counseling).
c) If problems arise, it will be the grantee's responsibility to address them quickly as time is of the essence, and to address them as efficiently as possible. Where the District's investment is involved, counseling should include ways to protect the DC investment.
d) When working with clients who have an HPAP deferment period ending, Grantees must provide dedicated counseling services to those borrowers. In particular, grantees will be asked to make an updated assessment of each borrower's financial status regarding the appropriateness of continued deferment.
e) Potential delinquency, or foreclosure prevention, counseling will be provided to any borrower who is experiencing difficulty.
f) If problems continue with these loan clients, this counseling will become a home preservation activity.

A2 8-Hour Homebuyer Education Class (HBE)

This activity is open to applicant organizations which are HUD approved counseling organizations employing one or more Hud certified counselors.

The Department seeks HUD Approved organizations to provide the 8-Hour Homebuyer Class. This is in support of the Department's many programs for which the 8-Hour Homebuyer Class is a requirement, and also for other DC residents who seek to take this class in preparation for homeownership and for their knowledge.

Organizations should take as a serious obligation to conduct this class with knowledge staff (HUD certified counselors). The class is conducted in a traditional in-person setting or in a virtual online setting.

Those who successfully attend and complete the class should be provided with a DHCD certification (in the format approved by the Department) indicating their completion of the class and dated appropriately. Monthly attendance and award of certificates should be reported to the Department monthly. The class should be presented frequently enough to meet programmatic needs of DHCD programs. Class dates should be provided to the Department for inclusion on the DHCD calendar. Presentations should be given by staff, not outside speakers. Grantees are welcome to collaborate in the conduct of these classes.

A3: Intake for DC Homebuyer Programs (HPAP/EAHP/NEAHP)

The Home Purchase Assistance Program (HPAP) is the primary DHCD program for first-time homebuyers. HPAP provides interest-free loans that include closing cost assistance to eligible applicants. Under this program, homebuyers may have the opportunity to purchase houses,

condominiums, or cooperative units in the District. DHCD has additional homeownership programs which are associated with HPAP, and which are targeted to specific populations or geographic areas or may meet specific home buyer needs.

The satellite programs are:

(1) The Employee Assisted Housing Program (EAHP) provides assistance to District of Columbia Government employees, who are first-time homebuyers in the District; and

(2) The Negotiated Employee Assistance Home Purchase Program (NEAHP) provides down payment and closing cost assistance to certain District of Columbia Government employees whose position is covered by specific union collective bargaining agreements.

Wherever the acronym "HPAP" is used, the same applies to the EAHP and NEAHP programs.

Prior to HPAP Application

Clients interested in HPAP assistance who have a pre-approval from a lender, should be assisted with making an application to the HPAP as expeditiously as possible. Those without a pre-approval letter from a lender are required to engage in HUD Housing Counseling (see A1 above) in order that they have the benefit of credit counseling and homeownership preparation. The action plan should include the actionable steps needed to ensure success as a homeowner and to achieve a pre-approval letter from a lender. Once a pre-approval letter has been obtained, the client with the Grantee's assistance should proceed to making their application to HPAP.

Application Process

For grantee organizations, this relationship management function includes working with first-time homebuyers throughout the homeownership application, preparation, purchase, and post-purchase process. Counseling will be focused on low- and moderate-income populations.

Once HUD credit counseling is completed the HPAP process includes:

(Optional) Applicant organizations may conduct pre-purchase seminars which include information and requirements of the HPAP programs. A DHCD Certification should be provided to attendees and recorded with DHCD.

Application Intake includes document collection of those documents needed. These should be collected in person or by means of a secure portal. Email is not considered a secure means for transmission of information which could be used for identity theft or other criminal activity. Drop-off at a staff office to an employee is acceptable.

Once the application package is complete, the organization submits to the appropriate HPAP administrator.

Homebuyer Education (8-hour class) (A DHCD Certification should be provided to 8-hour Homebuyer Education attendees and recorded with DHCD.)

Post-Purchase follow-up (Records of those follow-ups should be maintained by the organization. See Post-purchase in Service A1)

Organizations will be responsible for: (1) the application process, which includes delivery of completed applications to the HPAP Administrators; (2) completion of the application form itself and collection of all required supporting documentation, and (3) maintaining performance and reporting data, and databases as needed by the Department.

A4: Inclusionary Zoning Orientations

Introduction to IZ/ADU Programs:

The District's Inclusionary Zoning (IZ) Program requires a certain percentage of units in a new residential development, or a substantial rehabilitation that expands an existing building, be set aside as affordable units. The goals of this program are to increase the supply of affordable housing for low- and moderate-income households, to support the creation of mixed-income communities, to prevent rising home prices from driving out low- and moderate-income residents, and to leverage the expertise and capacity of the private market to develop affordable housing.

Affordable Dwelling Units (ADUs) are defined as for-sale and for-rent homes that are locally restricted for occupancy by households whose income falls within a certain range and are generally offered at a below-market rate. ADUs are generally produced in exchange for zoning relief, tax incentives, public financing, and/or the right to purchase or lease District-owned land. Specific ADU provisions, such as the affordability period, income limits, and resale restrictions, are set out in deeds, covenants, land disposition agreements, ADU administration plans and other originating documents.

ADU provisions have historically varied from project to project, as each is a result of a unique negotiation or project approval. However, ADU restrictions are becoming more standardized and more similar to standard IZ requirements.

Organization roles and responsibilities:
Provide mandatory IZ Orientation. The department's PowerPoint presentation must be utilized. Presentation and answers to participants' questions must conform to agency guidelines.

DHCD seeks organizations which will provide programmatic rental and homeownership counseling services in support of both of the above programs. Information about these

programs is available through DC Housing Search https://www.dchousingsearch.org , counselors will be required to utilize DC Housing Search, and train potential customers in how to search for affordable housing through DC Housing Search.

Grantees will be required to become familiar with the program requirements and procedures, as required by DHCD. In the last few fiscal years, the IZ program has produced approximately 400 new affordable units each year.

Orientation:
In particular, organizations are required to conduct IZ Orientations to help residents to be familiar with all programmatic requirements for the IZ program.

Organizations must conduct and coordinate this mandatory orientation session in a traditional and virtual classroom settings. They must provide interested applicants/residents with the relevant terms of the program, including next steps and other information as required by DHCD.
DHCD currently provides standard slides and certificate templates to use for this orientation and will provide training to grantees.

Completion of this orientation class is mandatory before an individual may register for the IZ program and individuals must renew registration every two (2) years to remain on the IZ registration list.

The class must be conducted at least monthly beginning within 30 days after the grantee's application is approved. Coordination of this class will include publishing upcoming class dates, accepting reservations via phone, email, or other method, allowing walk-ins if space is available, providing attendees with a certificate of completion (in a format approved by DHCD) upon completion of the class and providing at least monthly attendee data to DHCD. It will also include ensuring that attendees receive all required training materials, and shall be presented by grantee staff, not outside speakers.

Grantees must train program participants in the terms and specifics of the IZ and ADU Programs (training guidance will be provided by DHCD) and provide additional pre and post homebuyer education training.

Grantees must also provide data to DHCD on a regular basis as determined and requested by DHCD, including but not limited to the names and contact details for individuals who have received a DHCD certificate and the number of attendees at IZ orientations.

A5: Income Certifications for the IZ/ADU Units Programs

The agency seeks two organizations to provide income certifications for participants in the Inclusionary Zoning and Affordable Dwelling Units programs. Income certifications are expected to be conducted under a uniform process prescribed by DHCD and following HUD Part 5. DHCD has established requirements for approving Certifying Entities, including

specific IZ and ADU training.

Grantees are expected to become Certifying Entities pursuant to DHCD requirements. Grantee organizations will be required to ensure that program participants understand that income and occupancy restrictions apply to their IZ units and ADUs. Grantees will also be expected to complete income certifications for newly selected households and for renewing tenants. Grantees will be working closely with individuals, property management/leasing staff, sales agents and DHCD. DHCD will provide the necessary forms and procedures, but Grantees will collect the necessary paperwork from individuals and complete the income and household size verification process. Upon successful certifications, Grantees will notify DHCD and the sales/leasing staff.

Such restrictions may include but would not be limited to: (1) the specific affordability period, (2) conditions for, or prohibitions against, subleasing, and (3) resale restrictions. Ongoing outreach and assistance to occupants of IZ units and ADU is required in the areas of programmatic requirements and homeownership counseling.

A6: Income Certification for PADD Applicants

The Property Acquisition and Disposition Division (PADD) encourages vacant and/or abandoned property owners to rehabilitate and/or occupy their properties. PADD acquires vacant, abandoned, and deteriorated properties through negotiated friendly sale, eminent domain, donation, or tax sale foreclosure, when owners are unwilling or unable to maintain their properties. PADD also disposes of properties in inventory by selling them to individuals or developers to be rehabilitated into high-quality affordable and market-rate single-family and/ or multi-family for-sale or rental housing in District neighborhoods.

For DHCD, the activities of this Division create affordable homeownership and rental opportunities for low- and moderate-income households. Grantees must counsel these households as they qualify for and occupy these new homeownership and rental units. DHCD seeks one or more organizations which will provide counseling or training services for affordable units made available through PADD.

Because PADD units are not produced through a traditional homebuyer program, an intensive marketing and outreach effort to our target population will be required of grantees. Counseling services will also involve conducting income certifications and re-certifications for purposes of admission and continuing participation in this program. Income certifications are expected to be conducted under a uniform process prescribed by the Department. For PADD, grantees must ensure that program participants understand that income, or occupancy, restrictions apply to their unit. Such restrictions may include but would not be limited to: (1) the specific affordability period; (2) conditions for, or prohibitions against, subleasing; (3) potential rent increases; and (4) resale restrictions. The specific unit covenant

terms will be communicated to stakeholders by the Department, but grantees must facilitate communication with stakeholders.

A7: Public Services: General Coaching and Information

Public Services may be undertaken by Applicants which have not yet obtained HUD Approval and may not employ a HUD certified housing counselors. (HUD Approved organizations who are applying for A1 or A2 do not need to apply for this service, since they are able to provide these Public Service activities in connection with their other lines of services.

These activities are frequent but not exclusively in a group setting. These may be virtual or in-person, as long as an in-person option is provided. Grantees may utilize Homebuyer Clubs as an effective tool for keeping clients engaged in homebuyer preparation when a long-term period is needed for better positioning to be a first-time buyer.

They may include group trainings on understanding credit and credit reports and involve savings programs.

Public service staff are required to train clients to utilize available tools, such as DC Housing Search https://www.dchousingsearch.org to locate affordable housing for sale and for rent.

CATEGORY B: COUNSELING AND TRAINING FOR HOME PRESERVATION

B8: General Home Management (Post-Purchase Non-Delinquent)

Post-purchase counseling is essential for Homeowners who have purchased their homes, are not delinquent in their mortgage payments and would like to remain successful by creating a realistic financial plan to avoid financial pitfalls and protect and retain their homeownership. Post-purchase counseling is essential to understand local post-purchase behavior, especially low-moderate income homeowners, that can be supported by education and supportive programs to ensure recent homeowners understand what to do in the event of hardships. Organizations that provide post-purchase counseling sessions and education workshops will ensure their topics consist of the following:

1. Prepare a maintenance plan for major household systems and repair strategies.
2. Emergency preparedness plan to assist client in case of disaster.
3. Understand consequences of not paying taxes, HOA payments or community assessments.
4. Explain the benefits of establishing an emergency fund and retirement or tax-incentivized accounts.
5. Provide knowledge of home improvement financing options like HELOCs and give counsel on how to apply for additional financing to renovate property.

6. Access the client's understanding of the process of refinancing the home and incurring more debt.

This counseling activity may include, but not be limited to, appliance warranty disputes, contractor disputes, disputes with mortgagors, will and estate issues, including transfer-on-death deeds, etc. In this service, grantees must serve as advisor-educators and are prohibited from giving legal advice. Grantee activities should focus on low—and moderate-income populations.

B9: Foreclosure Counseling

Homeowners who are delinquent in loan payments (as well as those in danger of delinquency) need to know what options are available to them. Similarly, those in foreclosure need to know their options and resources that may assist them, especially if available legal services are available.

Organizations are required to provide foreclosure prevention counseling that helps homeowners at risk understand the foreclosure process in Washington, DC, determine their legal rights and identify options to avoid foreclosure.
Organizations will assist struggling homeowners with loss mitigation, communicate with mortgage servicers and provide services such as the following:

1. Provide advice and coaching to assist clients with creating a budget based on financial goals. Assess the current financial situation and develop short and long-term strategies to reduce expenses and debt to achieve client goals.
2. Explain loss mitigation. Explain the requirements of a loss mitigation package and evaluate the client's loss mitigation options for FHA and non-FHA loans.
3. Provide examples of mortgage default scams and ways to avoid being a victim.
4. Explain the consequences and costs associated with a foreclosure, short sale, or deed-in-lieu.
5. Explain the foreclosure timeline and devise a plan if the client is unable to stay in the home and assist the client in mortgage default recovery. Demonstrate the impact of a mortgage default.
6. Work with displaced residents seeking referrals for housing.

Grantees work with homeowners who are delinquent in their mortgage payments, or who are in foreclosure, or in post-foreclosure. These counseling services are also offered to owners of multi-family properties, and ownership associations. This counseling serves as a central element of DHCD's overall foreclosure prevention strategy.

It is critical to address the District's foreclosure crisis. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Grantees also work with the Department of Insurance Securities and Banking (DISB) to protect clients against scam operations that prey upon residents who are subject to foreclosure. Grantee organizations extract data for outreach and targeting efforts from the Office of the Recorder of Deeds, which provides a listing of all official foreclosures in the

District on a weekly basis. DHCD seeks one or more organizations that will provide foreclosure counseling services which include, but may not be limited to, all of the above-described foreclosure prevention activities.

For grantees, this counseling function means working with troubled homeowners, utilizing all foreclosure prevention or mitigation tools available, and if necessary, working with customers throughout their foreclosure or post-foreclosure process. Grantees must provide full assistance and advice to troubled homeowners. Grantees will be responsible for: (1) assessing the homeowner's circumstances, (2) educating the homeowner about the full implications of mortgage delinquency and foreclosure (3) exploring and providing options of action for the homeowner (4) providing tools or alternative support that may further assist the homeowner (5) developing and executing a best action plan for either saving the home or undertaking the best course for the homeowner, and (6) tracking the results of their counseling efforts. In addition, grantees will provide ongoing performance and reporting data and databases maintained.

Post-Foreclosure Counseling: It is critical that grantees continue their counseling relationship with customers, even if the home cannot be saved. Grantees must follow up with troubled homeowners for a period of time after any action plan has been executed. If the home has not been saved, counseling should be made available, and if necessary, referral to other needed services. If the home has been saved, counseling follow-up is also necessary to ensure that the ongoing action plan is being properly implemented. If more problems arise, it will be the grantee's responsibility to address them as quickly and as efficiently as possible.

With the passage of the Saving DC Homes from Foreclosure Emergency Amendment Act of 2010, troubled or delinquent District homeowners have the right to engage in mediation prior to foreclosure. As a result, DHCD requires grantees to provide counseling related to this mediation process.

Grantees must be familiar with the Law, its regulations, and the mediation process which has been implemented by the Mediation Administrator at the DC Department of Insurance, Securities, and Banking. Grantees must educate troubled homeowners in the decision factors related to mediation election, and, if necessary, prepare them for mediation. In some cases, counselors may be asked to accompany, or represent, troubled homeowners in the mediation process. Grantees must ensure that all customers who elect mediation complete and submit proper documentation in a timely manner. Grantees must ensure that the best interests of troubled borrowers are protected throughout the mediation process. Finally, DHCD expects grantees to follow-up after the mediation process is complete to ensure that any final mediation agreement is properly implemented.

B10: Eviction Counseling

Applicants who have HUD certified counselors or NeighborWorks America foreclosure certified counselors may offer this service. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Training should also include knowledge of laws and legal procedures governing eviction.

Eviction has long created housing instability for renters, and especially among low- and moderate-income households. For those at the lower end of the economic scale, eviction has caused not only housing instability but also employment insecurity and homelessness. Studies have shown that lack of access to legal representation has resulted in markedly different and detrimental outcomes as compared to renters who have legal representation. After legal representation, the next most effective range of services includes alternative dispute resolution (or mediation), knowledge and guidance in court navigation, and effective management of legal and tenant-landlord documents. In addition to housing instability, eviction also has credit impact for the tenant.

It is critical to provide those in danger of eviction with counseling to make informed decisions. This includes access whenever possible access to legal services. Also, appropriate training includes information about tenants' rights and obligations, the credit impact of eviction, use of payment plan agreements, understanding of court processes and procedures, and access to alternatives to court procedures. When tenancy is lost, counseling for housing alternatives is needed and a path forward to credit repair.

B11: Single-Family Residential Rehabilitation Program

The Single-Family Residential Rehabilitation Program (SFRRP) administers grants to District homeowners for roof repairs and for modifications to eliminate barriers to accessibility for persons with mobility or other physical impairments. Projects approved for SFRRP require a covenant on the property to protect the District's funding of the project.
DHCD seeks one or more organizations which will provide application intake services to SFRRP applicants throughout the grant process.

> **Mandatory Counselor Intake Training:** Grantees for this line of service are required to attend training with the SFRRP team in September to be introduced to updated aspects of the SFRRP for FY25. It is critical that the grantee have a solid understanding of the updated program and the requirements for applications. Therefore, the September training is mandatory for SFRRP intake counselors.
>
> **Application Period:** Applications for SFRRP will only be taken between October 1, 2024, and December 31, 2024. To be considered applications during this period must be complete. Lack of required documentation or information will not "hold a place" in the program if not provided before the December 31, 2024. The Department at its sole discretion reserves the right to close the program prior to the deadline if funding is depleted or no longer available.

Information Session for Applicants: The Department will provide Grantees with a PowerPoint presentation outlining the program and its requirements. Intake counselors are required to use this presentation with all potential applicants either in a group sessions (such as an Orientation) or in a one-on-one session with the potential applicant.

Grantee's and Counselor's Responsibilities: (1) use the Department PowerPoint presentation to present the program to potential applicants, answering questions from residents interested in the program; (2) complete the application document and collection of **all required** supporting documentation *(incomplete applications will not be accepted)*; (3) post-application and post-grant support; and (4) providing performance and reporting data as required.

45 Day Period: It is critical that no application be uploaded in the SFRRP portal unless it is complete with all required documents and intake form completed. If an incomplete application is uploaded in the portal, the SFRRP staff will notify the counselor and the applicant that the application cannot be accepted. The notification state that what is complete and state the **applicant has 45 days** to provide the requested information including documents. After 45 days if the application remains incomplete, the application will be closed as incomplete for funding.

Application Portal: Counselors will need to provide their name and contact information (e.g. email) when uploading in case SFRRP program staff need to follow up.

Legal Citations Governing Program Area for Category B:

Applicants to provide any service in Category B should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

- Lead Safe Washington 24 CFR, Part 35, 24 CFR, Part 85.37, Section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992
- Single Family Rehabilitation 14 DCMR, Chapter 28 First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
- Saving DC Homes from Foreclosure Emergency Amendment Act of 2010 (DC Act 18-635; 57 DCR 12404)

B12: Legal Services for Homeowners and/or Coop & Condo Associations

The Department seeks organizations to provide legal services to provide one or both of the services noted below. Grantees will conduct outreach to low- and moderate-income populations in need of these services.

- Legal Services to Seniors
  Seniors who are homeowners can be assisted by the Applicant to have legal services to assist Seniors to avoid housing instability or the loss of ownership of their home. In addition to their own attorney staff, Applicants may seek *pro bono* services from other members of the Bar.

- Legal Services to Coop-Condo Associations
  Legal services may be provided to Cooperatives and/or Condominiums ("Associations") to ensure housing stability. If Associations have problems in areas of legal entity status, required legal or financial filings, compliance issues, risk management concerns, board and member training, best legal practices, and collection of association fees (to name of few), such issues may threaten the member's housing stability, and the owners' (or members') investment in their properties. Selected applicants will provide legal services to Associations in low- and moderate-income census blocks to mitigate these concerns, to preserve housing stability of owners and to ensure well-functioning Associations and Boards.

B13: Technical Assistance for Coop and Condo Associations

The Department seeks one or more organizations to provide technical assistance to Associations. The situation many Associations may face is a need for training in best practices of Association management. Training in best practices and frequently encountered problem situations may be offered by the grantee not only to the Association Board but also to the owners in the Association. Association boards and their member owners frequently face issues of association fees not being paid, lack of income to fund reserves, special projects that would require a special assessment, and decisions of taking court action or being the defendant in a court action. These are just a few of the legal issues which may arise for the Association, in addition to the more routine matters of by-laws and required legal documents for the operation of the Association.

B14: Technical Assistance for Landlords of Small Rental Properties

Landlords of small rental properties face enormous challenges. They frequently lack the staff and the resources of large multi-family properties to deal with the many details of operations and asset management. Small unit properties cannot readily absorb mistakes or challenges.

In a ten-unit property, one vacancy is a 10% vacancy rate, while one unit in a 100-unit property is 1% vacancy rate. Yet, small unit properties are often the affordable renter properties. To preserve this housing stock as an affordable option, DHCD seeks grantees to provide Technical Support to Owners of Small Unit Properties (of 30 units or less).

Services can be provided through group training as well as through one-on-one counseling. Like many small business owners, owners can often benefit from a better understanding of accounting practices and financial statements (balance sheet, income statement, cash flow report). Knowledge of financing options is another common to many business owners. Topics such as these are particularly suitable to the needs of owners.

1. **Property Management Software**: Landlords often need help selecting and implementing property management software to track rent payments, maintenance requests, tenant information, and other critical operational data.

2. **Legal Compliance**: Guidance on navigating complex local, state, and federal housing laws and regulations related to fair housing, security deposits, evictions, and other landlord-tenant issues.

3. **Financial Management**: Guidance with accounting, tax preparation, and financial planning specific to rental property ownership and operations.

4. **Maintenance and Repairs**: Access to vetted contractors, tradespeople, and service providers to handle property maintenance, repairs, and upgrades in a timely and cost-effective manner.

5. **Tenant Screening and Selection**: Guidance and best practices with tenant screening processes, background checks, and selecting responsible renters to minimize vacancies and evictions.

6. **Marketing and Leasing**: Help with listing vacant units, advertising, showing properties, and executing leases to keep units occupied.

7. **Emergency Response**: Guidance on developing emergency plans and protocols to address unexpected events like natural disasters, property damage, or tenant issues.

8. **Asset Management Issues**: The ratios and metrics of asset management for multi-family properties provide a helpful guide to best practices. For example: Many landlords are unaware of the effect that certain metrics have in their properties. Slow "Make-Ready" times, refers to the length of time it takes to prepare an apartment to be shown to prospective tenants. Similarly, "turn time" refers to the times it takes to find a renter and receive the first month's rent. Slow turn times are also a drain on resources. When there are slow "make ready" and slow "turn times" the combined effect can be detrimental for the property's future. High turn-over rates among renters is another draw on the income. Other issues and topics include: What to do when you have a tenant who is not paying rent? What are the alternatives to eviction? How do the Court work? Are there pre-eviction resources? What legal services are available to the owner?

CATEGORY C: TENANTS AND TENANT GROUPS: SERVICES RELATIVE TO Tenants Opportunity to Purchase Act, Rental Conversion and Sale Division, and Rental Accommodations Division

The DC Tenants Opportunity to Purchase Act (TOPA) seeks to protect tenants and tenant groups from displacement due to sale of the property. The law allows tenants to purchase their apartment building. Tenants have the choice of maintaining the apartments for rent or converting to cooperatives or condominiums. DHCD seeks to preserve affordable housing in the District and limit displacement of low- and moderate-income households. For groups that choose coop or condo conversion, this provides a path to homeownership.

DHCD provides both financial assistance and technical assistance, as well as specialized organizational and development services, for tenant groups who are pursuing the purchase of their apartment buildings. Through DHCD's Development Finance Division, organized tenant associations may be provided with seed money, earnest money deposits, and acquisition and/or rehabilitation assistance. After acquisition and rehabilitation, DHCD also provides ongoing Board training and property management support to the newly formed cooperative or condominium Boards.

C15: TOPA: Pre-purchase Training

DHCD seeks one or more organizations which will provide pre-acquisition organizational and developmental counseling and training to tenant groups or tenant associations in support of their intent to purchase their building. These tenant groups must be preliminarily qualified as eligible for DHCD's Tenant Purchase Technical Assistance program. Grantees must provide the following services to tenant groups:

a) establishment of a tenant association.
b) selection and appropriate training of Board members.
c) training of captains (court, building and floor).
d) training in roles and functions of committee members; (5) training tenant groups in detail about the building purchase process.
e) training tenant associations in property management techniques.
f) provide training to the tenant association on each type of ownership; and conducting surveys of tenant associations to determine the appropriate form of ownership for their building (cooperative or condominium).

It is critical that Grantees in this service maintain an outreach to educate and inform low- and moderate-income tenants about their rights and opportunities provided by TOPA. Grantees are encouraged to make this a central aspects of their marketing plan, and to create

opportunities as well as avail themselves of opportunities to participate in educational outlets to reach tenants. Collaboration with other Grantees in this or similar service lines is encouraged. Grantees should participate in DHCD when and as those opportunities for outreach are available.

While training the tenant association, the grantee must be able to prepare and submit appropriate documentation required in the purchase process, including but not limited to tenant profiles and feasibility analyses, response to Notice of Sale of Building, preliminary development, acquisition, and rehabilitation plans, and operational plans.

The grantees must have skill and experience in negotiating the lease or purchase of the building. In addition, grantees must assist tenant groups in procurement related to the development, purchase, and rehabilitation process, including but not limited to attorneys, architects, engineers, financial and developmental consultants, private developers, appraisers, and property managers.

C16: TOPA: Post-Purchase Training

DHCD seeks one or more organizations which will provide ongoing post-acquisition counseling services which include property management and Board training for properties which have been purchased and/or rehabilitated with financial assistance from the DHCD Development Finance Division's First Right Purchase program. Generally, these are multi-family properties that have been purchased through limited equity cooperative agreements or condominium purchases. Therefore, non-profit Board training and development skill and/or experience, as well as multi-family property management skills are critical to providing effective counseling services. Services to be provided under this activity may include, but are not limited to:

a) establishing standards of evaluation for each participant's financial status and leadership capacity.
b) conducting annual management reviews of all Boards, oversee election and
c) training of new Board members.
d) assisting in the establishment of appropriate arrangements with required service providers such as exterminators, garbage collectors, landscapers, etc.
e) assisting in capital management planning and a stabilization plan for rehabilitation and/or refinancing.
f) tracking property vacancies and reviewing new applications for membership.
g) establishing and reviewing membership guidelines.
h) technical assistance in accounting, budgeting, and the preparation of financial statements for long-term financial viability.
i) providing Board of Directors with training as appropriate; and

j) other required management and support duties. Grantees will assist the condominium or cooperative in developing a budget for the overall management and carrying costs of the property.

Grantees will assist the Board and membership in all aspects of management, such as completion of the audit, Fair Housing issues, required individual, property, and Board insurance, taxes, the role of Board officers, evaluation of monthly financial performance, training on lender compliance, i.e. loan payments, income requirements. DHCD will likely negotiate assignment of specific properties to grantees for this service.

Legal Citations Governing Program Area in Category C:

Applicants to provide any service in Category C should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
Tenant Purchase Technical Assistance Program DC Code 42-3404.02
Rental Housing Conversion and Sale Act of 1980, as amended (DC Code 42-3401.01 et. seq.) (Also known as the Tenant Opportunity to Purchase Act or "TOPA")

C17: Services for Tenants and Tenant Organizations
(in partnership with Housing Regulation Administration, Rental Accommodation Division, Rental Conversion and Sale Division).

Activities under this service will supplement and enhance the services provided by DHCD's Housing Regulation Administration (HRA), which includes the Rental Accommodations Division (RAD) and the Rental Conversion and Sale Division (CASD).

RAD administers the Rental Housing Act of 1985 (D.C. Official Code § 42-3501.01 et seq.) which regulates residential rental housing registration and the rent stabilization program (commonly known as rent control). RAD oversees rent adjustment procedures, processes notices to vacate, reviews tenant petitions prior to adjudication by the Office of Administrative Hearings and adjudicates most types of landlord petitions. RAD also proposes rules and regulations for administration of the Rental Housing Act for review and publication by the Rental Housing Commission.

CASD administers the Rental Housing Conversion and Sale Act of 1980 (D.C. Official Code § 42- 3401.01 et seq.) which regulates the sale or transfer of ownership interests under the

Tenant Opportunity to Purchase Act of 1980 (TOPA) (D.C. Official Code § 42-3401.01 et seq.), the conversion of use of rental housing to condominium or cooperative ownership and residential condominium formation and registration under the Condominium Act of 1976 (D.C. Official Code § 42-1901.01 et seq.). Further, CASD administers a Housing Assistance Payment program (HAP), under which tenants may be eligible for rent assistance if they are displaced due to the conversion of use of their apartment building to condominium or cooperative ownership.

CASD also proposes rules and regulations for administration of the Rental Housing Conversion and Sale Act of 1980.

DHCD seeks one or more organizations which will support RAD and CASD operations by providing counseling and tenant education services to tenants and tenant groups. Grantees must provide counseling and training assistance to tenants and tenant organizations regarding the District's rental housing laws and tenant and landlord rights and responsibilities.

For CASD, grantee organizations must provide counseling and training concerning: (1) tenants' TOPA rights when a landlord intends to sell, demolish, or discontinue rental housing use; (2) transfers of rental housing ownership or economic interests; (3) assisting tenants or tenant organizations in exercising their right to purchase; (4) informing tenants or tenant organizations relating to partner-investors and assigning TOPA rights; (5) conversion of use from rental housing to condominium or cooperative ownership by tenant elections, or conversion in lieu of tenant elections; (6) the Housing Assistance Payment program and relocation assistance; (7) tenant organization formation, incorporation, and registration; (8) protections for elderly or disabled tenants; (9) coercive or retaliatory activities; (10) tenant rights when rental housing is in foreclosure; (11) notices of intent to convert use from rental housing to condominium or cooperative ownership; and (12) relocation counseling for displaced tenants.

For RAD, service providers must demonstrate the ability to counsel and train tenants and tenant organizations on rent control provisions including properties that are regulated by or exempted/excluded from rent stabilization under the Rental Housing Act:

1) petition- based and annual rent increases.
2) executing and filing tenant petitions.
3) responding to landlord petitions.
4) protections for elderly and disabled tenants.
5) RAD's conciliation services.
6) notices to vacate and eviction procedures.
7) disclosures to tenants.
8) changes and decreases in services and facilities.

9) learning about and securing enforcement of housing condition regulations.
10) security deposits.
11) understanding lease provisions.
12) rent increases if a property is not under rent control.
13) appealing decisions of the Rent Administrator or the Office of Administrative Hearings; and
14) relocation counseling for displaced tenants. Note: Advocacy on behalf of tenant groups, or tenant rights assignees— including, but not limited to, legal advice or advocacy on tenants or tenant organizations' behalf in negotiations with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators, and not as advocacy groups. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns, or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a grantee is to ensure that tenants understand all available options.

Direct Counseling to Tenants and Tenant Groups: tenant counseling services will be designed to educate tenants in privately-owned properties about their legal rights and opportunities. This service is to be provided to tenants and tenant groups which are not subject to foreclosure and have not selected to exercise their Opportunity to Purchase Rights and/or Right of First Refusal under TOPA. It also includes providing other services and tenant education, which may not fall into the categories of services outlined above, such as eviction counseling, relocation counseling, apartment search, or apartment management.

DHCD seeks one or more organizations with the capacity to bring a range of resources to prevent involuntary displacement and to provide opportunities for continued affordable rental housing. Grantees must provide counseling services to tenants and tenant groups which include, but are not limited to: (1) outreach to tenant groups upon notice of one-year potential for subsidy expiration; (2) technical assistance in negotiations between owners and HUD relative to the renewal of federal subsidy contracts; (3) counseling for tenants in buildings where the subsidy will be lost and the tenant(s) must move; (4) counseling for tenants who are behind in their rent on best-action options; and (5) appropriately referring tenants who are in landlord/tenant disputes to all available resources. Grantees must also conduct research using the many databases and research tools available to identify properties that have a critical need for counseling assistance, including but not limited to DCHousingsearch.org. Note: Advocacy on behalf of tenant groups or tenants' rights assignee –including, but not limited to, legal advice or advocacy on tenants or tenant organizations behalf in negotiations

with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators and not as tenant advocates. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a prospective grantee is to ensure that tenants understand all available options.

Additional Legal Citations Governing Programs in Category C.

Applicants to provide any service in this Category and should review in detail the legal citations governing DHCD's rental accommodation functions:
(1) the Rental Housing Act of 1985, D.C. Official Code § 42-3501 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapters 38-44.
(2) the Rental Housing Conversion and Sale Act of 1980, D.C. Official Code § 42-3401 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapter 47.
(3) the Condominium Act of 1976, D.C.

Official Code § 42-1901 et seq.; (4) D.C. Official Code § 42-1901 et seq.; (5) the First Right to Purchase Program, title 14 of the District of Columbia Municipal Regulation, chapter 2700; and (6) Housing Conditions, Title 14 of the District of Columbia Municipal Regulations, Chapters 1-15. Submission of an application relevant to these services presumes that the applicant intends to meet all requirements to provide counseling to tenants and tenant groups pursuant to these above referenced citations.

3.3 Geographic Distribution of Services

The Department's decision to select one or more grantees to provide services will be influenced by the potential geographical distribution of service among the qualified applications received. Applicants can designate their proposed service areas in the District based on their by-laws, Board policies, etc. However, the Department reserves the right to designate any service areas it deems appropriate or necessary in making awards and negotiating grant terms. In reviewing the applicant pool, the Department's priority will be to ensure that excellent affordable housing counseling and training services are provided to all low- and moderate-income citizens of the District of Columbia. The Department will seek to bring parity in the quality of all housing services provided for all areas of the District through the award and ongoing management of these grants.

3.4 Marketing and Outreach

Marketing Plan to be submitted: Marketing and outreach are critical aspects of the grant's work. Grantees' efforts ensure these programs and services' success and desired impact. No Grantee or service is exempt from this requirement. Applicants must submit a detailed marketing and outreach plan for the services they are applying for. The plan should be detailed and not assume an understanding that has not been stated. Marketing should be included in the proposed budget and work plan.

DHCD will review and approve the marketing plan. In accordance with agency policy, marketing activities should highlight partnerships with and funding by DHCD.

Aspects of Marketing and Outreach to be considered:

- Continuous and consistent marketing and outreach are essential to achieving these services' objectives and maximizing public awareness of DHCD housing programs.
- Because of DHCD's diverse target population, grantees must utilize various marketing tools.
- Grantees are responsible for distributing DHCD program materials at community forums, public events, homeownership meetings, and fairs. Marketing and outreach may include but are not limited to, websites, email blasts, blogs, listservs, Twitter, Facebook, YouTube, Hope Hotline, flyers, door-to-door visits, community meetings, use of cable television (Channel 16), and public service announcements.

Coordinated with the Department: The grantee's marketing and outreach must be coordinated with DHCD. Grantees are expected to continually assess the success and impact of their marketing efforts to identify the most effective and efficient ways of reaching low– and moderate-income populations.

Participation in Department Marketing Activities: As required by DHCD, Grantees must participate in public activities and events related to housing opportunities. These may include but are not limited to tabling at events, participating in panel discussions, and providing speakers to groups, agencies, or organizations that request them.

DHCD Acknowledgement: Grantees must always acknowledge such housing assistance activities as Department of Housing and Community Development programs in any distributed print or electronic materials. DHCD must approve all such materials before distribution.

Use of DHCD Logo: All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or entirely, by the Department.

1. The written or printed materials must include the authorized DHCD logo.
2. Written or printed materials include, but are not limited to, newspaper, radio, and television announcements or advertisements. Websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.

4. The grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to the Grantee.
5. The grantee must provide copies of all marketing materials, brochures, flyers, and other materials that publicize grant-funded activities to the Grantor via email at dhcd.occo@dc.gov
6. The grantee shall publicize as appropriate to its constituency through social media, print, and online postings, DHCD communications, and events related to Grant-supported activities.

Diversity and Language Access in Marketing: Grantees must demonstrate the capability to effectively serve and communicate with the District's various non-English speaking and special needs populations. This means that marketing and outreach materials must be made available in multiple languages and media based on the needs of those populations. The grantee must demonstrate its intent and capability to comply with the District's Language Access Law. In addition, grantees must demonstrate the availability of appropriate staffing to ensure compliance with the District's Language Access Law.

3.5 Focus Areas and Neighborhood Revitalization Strategy Areas (NRSA)

DHCD has identified specific areas of the District as "Focus Areas." These Areas represent areas where the District has invested in funding to create and preserve affordable housing. Focus Areas follow main routes through the District and their associated neighborhoods. In many cases, business owners are centered on these major routes, while resident services will be seen as more appropriate for those in the communities. Applicants must ensure services are delivered to low- and moderate-income households or areas as part of their program (Housing Services, Small Business Technical Assistance, Façade Improvement). This is a CDBG requirement.

- For Housing Counseling applicants, these Focus Areas should be used to plan outreach activities to inform residents of their services.
- For SBTA and Façade grantees, the Focus Areas define the geographical areas of the District in which they will provide services. In this latter case, the Focus Areas define not only their outreach area but also their service area.

NRSAs Targeting East of the River

The Department obtained the HUD designation for the Neighborhood Revitalization Strategy Area (NRSA) for the Focus Areas in Wards 7 and 8. DHCD has designated areas of Historic Anacostia in the city's Southeast and Far Northeast communities as Neighborhood Revitalization Strategy Areas (NRSAs). This designation will allow the city to target Community Development Block Grant (CDBG) funding that supports economic and community revitalization efforts. These include Martin Luther King Jr Avenue, Marion Barry Avenue, Minnesota Avenue, and Benning Road. However, all areas of Ward 7 and Ward 8 remain the focus of the grantee's work and outreach.

For communities outside of the NRSA areas, DHCD has designated Focus Areas throughout the District. Applicants are encouraged to partner with other community-based organizations. This collaboration can include cross-disciplinary collaboration. For example, a Façade grantee may partner with an SBTA grantee to provide business owners various services encompassing both disciplines. Housing service grantees may partner to promote or provide services one grantee offers, but another may not. The key to collaboration is an outlook of being partners, not competitors.

The following is a list of the Focus Areas and some of their associated neighborhoods. The outreach plans can include other nearby neighborhoods, mindful of the low-income requirements. Each applicant is asked to select one or more Focus Areas for their application. Please note that this is a minimum, and applicants may choose more than three. Applicants will be asked to provide reporting on outreach activities.

The following is a list of the Focus Areas outreach plans, mindful of the low and income requirements.

Focus Areas/Neighborhoods

- **16th St NW Corridor** near the intersection with Havard St NW (Columbia Heights) in Ward 1
- **Georgia Ave and New Hampshire Ave NW Corridor** (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- **Rhode Island Ave and South Dakota Ave NE Corridor** (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 4 and Ward 5
- **M Street and South Capitol Streets SW Corridor** (Greenleaf and Waterfront) in Ward 6
- **Benning Road and Florida Ave NE Corridor** (NoMa/Ivy City/Trinidad) in Ward 5 and Ward 6
- **Minnesota Ave and Benning Rd NE Corridor** (Benning, Greenway) in Ward 7
- **Pennsylvania Ave and Minnesota Aves SE Corridor** (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- **East Capitol and Benning Rd Corridor** (Capitol View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- **Marion Barry Ave and Martin Luther King Aves SE Corridor** (Historic Anacostia, Fairlawn, Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- **Marion Barry Ave and Alabama Aves Corridor** (Skyland, Woodland, Garfield Heights) in Ward 8
- **Martin Luther King Ave and Alabama Ave Corridor** (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- **South Capital St and Chesapeake St SE Corridor** (Bellevue, Washington Highlands) in Ward 8

FY26 Housing Counseling Services Workplan

Organization Name:	Greater Washington Urban Le	Performance Period: 2/1/2025 to 08/30/2025	
Grant Number:	2025-03		

NSA Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	NRSA Word 7 & 8 All Services	Total
A1	HUD Housing Counseling		Number of first Time Homebuyers Purchasing Homes	Public Service or NRSA	$64,033.29	$0.00	$20,386.80	$84,420.08
A1			Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		80	Number of 1:1 Counseling Sessions (Budget & Credit)					
A1			Number of unduplicated households					
A1		60	Number of 1:1 Homebuyer Counseling Sessions					
A1			Number of unduplicated households					
A2	8-Hour Homebuyer Class		Number of 8-hour Homebuyer Education Classes	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
A2			Number of Attendees of 8-hour Homebuyer Classes					
A2			Number of DHCD Certificates issued					
A3	HPAP HAMP/NEAHPI		Number of HPAP Pre Purchase Orientations conducted	Non-Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
A3	(NPS ONLY)		Number of Attendees at HPAP Orientations					
A3			Number of Files submitted to HPAP Administrators					
A3			Number of 1:1 HPAP Counseling Sessions					
A3			Number of unduplicated households					
A4	IZ/ADU Orientations	16	Number of IZ Orientations Conducted	Public Service or NRSA	$30,237.90	$0.00	$9,627.19	$39,865.09
A4		2000	Number of Attendees at IZ Orientations					
A4		2000	Number of DHCD Certificates issued					
A5	IZ/ADU Income Certifications		Number of IZ/ADU Income Certifications completed	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
A6	PADD		Number of PADD group training/coaching	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
A6			Number of Attendees at PADD group training					
A6			Number of 1:1 PADD sessions (if applicable)					
A6			Number of unduplicated households receiving 1:1 PADD sessions					
A6			Number of PADD income Certifications					
A7	General Housing Services & Information (Group Training)		Number of Financial Literacy Trainings (including but not limited to credit & budgeting)	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
A7			Number of Attendees at Financial Literacy Trainings					
A7			Number of Homebuyer Clubs Meetings					
A7			Total of Attendees at Homebuyer Club Meetings					
A7			Number of group trainings or workshops not reported in other categories					
A7			Number of Attendees at group trainings or workshops not reported in other categories					
B10	Eviction Counseling		Number of Eviction workshops	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
B10			Number of Attendees at Eviction workshops					
B10			1:1 Eviction Counseling					
B10			Unduplicated households 1:1 Eviction Counseling					
B10			Number referred to Attorney(s) for Legal Services					
B10			Number of 1:1 Attorney Consultations (Law Firm Subrecipients Only)					
B10			Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecipients Only)					
B10			Number Evictions Prevented					
B13	SFRR	2	Number of SFRR Orientations conducted (required)	Public Service or NRSA	$85,574.00	$0.00	$11,326.00	$48,900.00
B13		30	Number of 1:1 intake sessions					
B13			Number of unduplicated households					
B13		30	Number of complete applications submitted in SFRR Portal					
B12	Legal Services for Seniors, Coops and Condos		Senior households receiving legal services	Public Service or NRSA				$0.00
B12	(Law Firm Subrecipients Only)		Coop Associations receiving legal services					
B12			Condo Associations receiving legal services					
B12			Number of Pro Bono Legal Services Recruited and Retained					
B12			Number of Trainings for Law Firms (Trainings)					
B12			Number of Attendees at trainings for Law Firms (Attendees)					
B12			Number of new partnerships initiated					
B12			Total Number of Trainings to and work with Pro Bono Providers					
B12			Number of outreach presentations conducted					
B12			Number of outreach activities conducted					
B12			Number of Senior Households that received Legal Counsel or Consultation					
B12			Number of Senior households that received Legal Representation					
B12			# of clients helped with Schedule H					
B12			# of clients helped with life planning docs					
B12			# pro bono attorneys engaged in housing-related matters					
B12			# veterans receiving legal counsel/advice					
B13	Technical Assistance for Co-Ops and Condo Associations		Number of Co-Op Associations receiving Technical Assistance	Public Service or NRSA				$0.00
B13	Coops		Number of Action Plans written for Co-Op Associations					
B13	Coops		Number of Successful Outcomes for Co-Op Associations					
B13	Coops		Number of Asset Management Improvement Services Provided for Co-Op					
B13	Coops		Number of Asset Management Tactical Support Services Provided to Co-Op					
B13	Coops		Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops		Number of Legal Assistance Services provided to Distressed Co-Op Associations					
B13	Coops		Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops		Number of Organization Sustainability Tactical Support Services Provided to Co-Ops					
B13	Coops		Number of Ownership Educational Sessions provided to different ownership models including shared equity					
B13	Coops		Number of Relocation Plans completed and accepted for Co-Ops					
B13	Coops		Numbers of Trainings on Board Operations Governance & Management to Co-ops					
B13	Coops		Members of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management					
B13	Coops		Number of written Asset Management & Sustainability Plans for Co-Ops					
B13	Condos		Number of Condo Associations receiving Technical Assistance					
B13	Condos		Number of Action Plans written for Condo Associations					
B13	Condos		Number of Successful Outcomes for Condo Associations					
B13	Condos		Number of Asset Management Improvement Services Provided for Condo					
B13	Condos		Number of Annual Survey of Clients (Interactive) to gauge success and appropriate methodologies completed for Condo					
B13	Condos		Number of Asset Management Tactical Support Services Provided to Condo					
B13	Condos		Number of Legal Assistance Services provided to Distressed Condo Associations					
B13	Condos		Number of Consultative Services Provided to Condo Associations and Clients					
B13	Condos		Number of Organization Sustainability Tactical Support Services Provided to Condo Associations					
B13	Condos		Number of Relocation Plans completed and accepted for Condo Associations					
B13	Condos		Numbers of Trainings on Board Operations Governance & Management to condo associations					
B13	Condos		Number of written Asset Management & Sustainability Plans for Condo Associations					
B13	Coops and Condos		Number of Annual Survey of Clients (Interactive) to gauge success and appropriate methodologies completed					
B13	Coops and Condos		Number of Associations (Coops and Condos) referred to private/ nonprofit Law Firm					
B13	Coops and Condos		Number of Trainings on Development including Relocation and Construction Management					
B14	Technical Assistance for Small Apartment Owners (25 units and less)		Number of Inquiries Received	Public Service or NRSA				$0.00
B14			Number of Owners/Managers receiving Services					
B14			Number of Action Plans Written					
B14			Number of Action Plans Implemented/Completed					
B14			Number of Owners/Managers needing Asset Management Guidance					
B8	General Home Maintenance (Post Purchase Non-Delinquent)		Number of Homeownership Preservation Workshops	Public Service or NRSA				$0.00
B8			Number of Attendees at Homeownership Preservation Workshops					
B8			Number of Post-Purchase Workshops (not including Homeownership Preservation)					
B8			Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)					
B8			Number of 1:1 Post-Purchase Counseling Sessions					
B8			Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions					
B9	Foreclosure Counseling		Number of Foreclosure Workshops	Public Service or NRSA	$33,795.30	$0.00	$10,738.70	$44,535.00
B9			Number of Attendees at Foreclosure Workshops					
B9		50	Number of 1:1 Foreclosure Counseling Sessions					
B9			Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions					
B9			Number of 1:1 Attorney Consultations (Law Firm Subrecipients Only)					
B9			Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecipients Only)					
B9			Number referred to Attorney(s) for Legal Services					
B9			Number of Foreclosures Prevented					
C15	TOPA Pre-Purchase Counseling & Training		Number of TOPA Meetings with Tenant Association					

C15			Number of Attendees at TOPA Meetings	Public Service or NRSA				$0.00
C15			Number of TOPA Training Workshops to Tenants					
C15			Number of Attendees at TOPA Training Workshops					
C16	TOPA Post Purchase Counseling & Training		Number of TOPA Post Purchase Training Workshops	Public Service or NRSA				$0.00
C16			Number of Attendees at TOPA Post Purchase Workshops					
C16			Number of unduplicated households					
C16			Number of one on one counseling sessions					
C16			Number of group training/coaching					
C17	Tenant Counseling for HHA - Rental Accommodation Division		Number of unduplicated households	Public Service or NRSA	$12,329.60	$0.00	$3,930.40	$16,260.00
C17		20	Number of one on one counseling sessions					
C17		4	Number of group training/coaching					
C17		15	Number of Attendees at group training/coaching					
Marketing	MARKETING AND OUTREACH	3	Housing Fairs	Public Service or NRSA	$1,900.00	$0.00	$600.00	$2,500.00
Marketing		4	Other Tabling Events					
Marketing			Flyers Distributed					
Marketing			Social Media Posts (Facebook, LinkedIn, Instagram)					
Marketing			Mailings					
Marketing			Paid Advertising (display ads in print)					
Marketing			Other					
Marketing			Other					
	TOTALS	4312			$177,870.00	$0.00	$60,630.00	$254,500.00
					$177,870.00		$60,630.00	
					$0.70		$0.24	
					$0.00		$0.00	

Exhibit B Budget

- Schedules A (3-1) and A (3-2) for the First Performance Period

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 12/09/2024

ORGANIZATION NAME:	Greater Washington Urban League, Inc
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 to 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Number of Hours	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
Personnel Subtotals						$138,637.75

Fringe Benefits (Max 20%)	$27,727.55
Total NBAP Grant Personnel Costs	$166,365.30

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

Rev. 12/09/2024

ORGANIZATION NAME:	Greater Washington Urban League, Inc
PERIOD OF PERFORMANCE:	2/1/2025-9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	
WARD (if applicable):	
TYPE OF ACTIVITY:	

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$166,365.30	$0.00	$166,365.30
Credit Report	$1,200.00	$0.00	$1,200.00
Space	$19,000.00	$0.00	$19,000.00
Audit Fees	$2,500.00	$0.00	$2,500.00
Telephone	$3,600.00	$0.00	$3,600.00
Consumables Supplies	$500.00	$0.00	$500.00
Marketing & Outreach	$2,500.00	$0.00	$2,500.00
Training	$3,500.00	$0.00	$3,500.00
IT Services & Support	$3,163.74	$0.00	$3,163.74
Membership Dues	$0.00	$0.00	$0.00
Printing & Publication	$1,584.00	$0.00	$1,584.00
			$0.00
Total Direct Cost	$203,913.04	$0.00	$203,913.04
Total Indirect Costs (De Minimis Cost Rate 15%)	$30,586.96		$0.00
Total Costs	$234,500.00	$0.00	$203,913.04

Exhibit C Required Reporting

- Monthly Performance Report
- Monthly Report of Group Trainings
- Monthly Report on Outreach and Marketing Activities
- Monthly Reporting of Special Activities
- Monthly Reporting of changes in personnel relative to grant work and payroll
- Quarterly Beneficiary Data
- Quarterly Language Access Report
- Quarterly Data Report

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DC Department of Housing and Community Development

Deadline 00/00/0000

FY25 RFA: Housing Services

SHOW PROGRAM OVERVIEW SHOW PROGRAM REQUIREMENTS

SHOW RFA SECTION 3.2 - HOUSING SERVICES: DESCRIPTION OF HOUSING PROGRAMS AND SERVICES SHOW LIBRARY

HIDE ZOOMGRANTS HELP SHOW ANNOUNCEMENTS 1

ZoomGrants Help [hide this]

Creating a New Application to Submit
The 'Saving' screen is still flashing...now what?
Missed Deadline FAQs
Invite Collaborators to Work on Application

Applicant View

Application Status: Not Submitted

Basic Information | Part I and II-Application Narrative Questions | Budget | Organizational and Financial Capacity | Required Attachments | Activity Log

Report: **OVERDUE** | Report Totals

Ask a Report Question

(answers are saved automatically when you move to another field)

Instructions Show/Hide

As in the past, Performance Reporting is divided into three sections:

- **Workplan Metrics** (numbers only),
- **Accomplishment Narrative** (Text Boxes), and
- **Various uploads** (spreadsheets usually).

This data is extremely important. Reports can affect performance goals and funding. Your reports are used to report to the City Administrator, the Mayor (including DMPED) and to the District Council and its Committee on Housing. Where uploads are required, **use excel files or Word files.** This will allow your information to be uploaded into the database and reported to District leaders.

For **Workplan Metrics**, use only numbers or leave it blank. **Letters such as N/A are to be avoided.** This will make your report impossible to be uploaded in the DHCD database and will require your corrections. Only numbers zero (0) and above can be used. If a metric is left blank, it will be treated as a zero.

In the **Accomplishment Narrative**, text boxes are provided to provide statements of activities or the information requested. In the first Report, please answer Question 22 (Points of Contact) with all points of contact for the areas mentioned. Thereafter in subsequent months, if there are no changes, it is okay to say, "No Changes". The same is true for Question 21 (staffing). Please answer Question 23 (Success Stories), Question 24 (Good News), Question 25 (Other DC agencies and initiatives). Question 26 is important. Remember the RFA asked applicants to align outreach to the Focus Areas mentioned on pages 33 and 34 of the RFA. Mentioning specific Focus Areas in the narrative for Q26 is helpful.

The **Document Upload** section is where excel spreadsheets (usually, sometimes Word Documents) are uploaded. **PDFs cannot be uploaded into database.** [The District of Columbia is fortunate to have many DC Based Programs such as HPAP, IZ/ADU, PADD, SFRRP, TOPA, HRA/RAD related activities, as well as direct services to tenants and tenant groups, and services to Condo/Coop Associations. DHCD staff need monthly reporting in order to better do their work and respond to the needs of DC citizens. These reports are shared directly with the appropriate program manager.]

There three areas of your activities will be reported on a monthly basis to help us meet our HUD and DC Government requirements and the needs of DC residents.

Reporting for Fiscal Year 2025 will begin with Report # 1. The end of Government's fiscal year (9/30/2025) will conclude with Report # 10 and the close-out of FY25 Purchase Orders. The complete schedule is below for the monthly report.

Other Reporting: Beneficiary Data and Language Access

Other reports are also required. These include **Beneficiary Report** and **Language Access Report.** These two reports are required on a quarterly basis. These reports will not be answered within ZoomGrants. The Office of Program Monitoring will provide the spreadsheets to use for these quarterly reports. Please see your Grant Agreement for additional information about the monthly and quarterly reports. Please note, the Beneficiary Report corresponds to the sources and uses of your Grant Agreement. A separate Beneficiary Report is needed for each type of funding awarded: Public Service (PS), Non-Public Service (NPS) and NRSA Wards 7 & 8 PS and NPS.

These quarterly reports will be due:

Oct/Nov/Dec 2/24/2025

Jan/Feb/March 4/10/2025

April/May/June 7/10/2025

July/August/Sept 10/10/2025

Please note we cannot extend these deadlines since they are HUD's deadlines and not in our control. Please submit your report on schedule.

Please remember HUD views reporting and reimbursement requests as inseparable and therefore to be coordinated at the same time. Please avoid not filing on the deadline.

Monthly Reporting on Performance and Accomplishments

Report Number Period Covers Due Date

Report Number	Period Covers	Due Date	Notes
Report 1	FY25 Q1 (Oct/Nov/Dec)	03/03/2025	
Report 2	January	03/03/2025	
Report 3	February	03/10/2025	
Report 4	March	04/10/2025	
Report 5	April	05/10/2025	
Report 6	May	06/10/2025	
Report 7	June	07/10/2025	
Report 8	July	08/10/2025	
Report 9	August	09/10/2025	
Report 10	September	10/10/2025	

In ZoomGrants reporting, there are data questions. Please enter only a whole number. If a particular question doesn't apply to your statement of work and workplan, please enter zero. The narrative questions also require a response. If there is nothing to report in the narrative, please enter a statement such as "No changes" or "Not applicable".

Report 1: 3/3/2025

This report is OVERDUE. Submit Report 1

Agency

This is a branching question. The system will remove questions that do not apply to you based on your answer to Question #1.

Please disregard the number sequencing.

1. Identify Your Agency Name

This is a branching question. Only the questions that apply to your agency will appear.

- ○ CARECEN-Central American Resource Center
- ○ Centro de Apoyo Familar

- ○ Greater Washington Urban League, Inc.
- ○ Housing Counseling Services
- ○ Latino Economic Development Corporation of Washington DC
- ○ Legal Counsel for the Elderly
- ○ Lydia's House in Southeast, Inc.
- ○ Manna, Inc.
- ○ Marshall Heights Community Development Organization, Inc.
- ○ Mi Casa
- ○ Neighborhood Legal Services Program of the District of Columbia
- ○ University Legal Services

Workplan Accomplishment Metrics

2. A1: HUD Housing Counseling

Ignore the auto-total number.

Number of First Time Homebuyers Purchasing Homes

Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)

Number of 1:1 Counseling Sessions (Budget & Credit)

Number of unduplicated households

Number of 1:1 Homebuyer Counseling Sessions

Number of unduplicated households

3. A2: 8-Hour Homebuyer Class

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of 8-hour Homebuyer Educations Classes

Number of Attendees of 8-hour Homebuyer Classes

Number of DHCD Certificates issued

4. A3: HPAP (EAHP/NEAHP)

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of HPAP Pre Purchase Orientations conducted

Number of Attendees at HPAP Orientations

Number of Files submitted to HPAP Administrators

Number of 1:1 HPAP Counseling Sessions

Number of unduplicated households

5. A4: IZ/ADU Orientations

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of IZ Orientations Conducted

Number of Attendees at IZ Orientations

Number of DHCD Certificates issued

6. A5: IZ/ADU Income Certifications

Ignore the auto-total number.

Number of IZ/ADU Income Cetifications completed

7. A6: PADD

Ignore the auto-total number.

Number of PADD group training/coaching

Number of Attendees at PADD group training

Number of 1:1 PADD sessions (if applicable)

Number of unduplicated households receiving 1:1 PADD sessions

Number of PADD Income Certifications

8. A7: General Housing Services & Information (Group Training)

Ignore the auto-total number.

Number of Financial Literacy Trainings (including but not limited to credit & budgeting)

Number of Attendees at Financial Literacy Trainings

Number of Homebuyer Clubs Meetings

Total of Attendees at Homebuer Club Meetings

Number of group trainings or workshops not reported in other categories

Number of Attendes at group trainings or workshops not reported in other categories

9. B8: General Home Management (Post Purchase Non-Delinquent)
Ignore the auto-total number.

Number of Homeownership Preservation Workshops

Number of Attendees at Homeownership Preservation Workshops

Number of Post-Purchase Workshops (not including Homeownership Preservation)

Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)

Number of 1:1 Post-Purchase Counseling Sessions

Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions

10. B9: Foreclosure Counseling
Ignore the auto-total number.

Number of Foreclosure Workshops

Number of Attendees at Foreclsoure Workshops

Number of 1:1 Foreclosure Counseling Sessions

Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number of Foreclsoures Prevented

11. B10: Eviction Counseling

Ignore the auto-total number.

Number of Eviction workshops

Number of Attendees at Eviction workshops

1:1 Eviction Counseling

Unduplciated households 1:1 Eviction Counseling

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number Evictions Prevented

12. B11: SFRR

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of SFRRP Orientations conducted (required)

Number of 1:1 Intake sessions

Number of unduplicated households

Number of complete applications submitted in SFRRP Portal

13. B12: Legal Services for Seniors, Coops and Condos

Ignore the auto-total number.

Senior households receiving legal services

Coop Associations receiving legal services

Condo Associations receiving legal services

Number of Training for Law Firms

Number of Attendees at law firm training

Number of outreach activities

Number of new partnerships initiated

Number of clients helped with Schedule H

Number of clients helped with life planning docs

Number pro bono attorneys engaged in housing-related matters

Number veterans receiving legal counsel/advice

14. B13: Technical Assistance for Coop
Ignore the auto-total number.

Number of Co-Op Associations receiving Technical Assistance

Number of Action Plans written for Co-Op Associations

Number of Successful Outcomes for Co-Op Associations

Number of Asset Management Improvement Services Provided for Co-Op

Number of Asset Management Tactical Support Services Provided to Co-Op

Number of Consultative Services Provided to Co-Op Associations and Clients

Number of Legal Assistant Services provided to Distressed Co-Op Associations

Number of Organization Sustainability Tactical Support Services Provided to Co-Ops

Number of Ownership Educations Sessions provided to different ownership models including shared equity

Number of Relocation Plans completed and accepted for Co-Ops

Numbers of Trainings on Board Operations Governance & Management to Co-ops

Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management

Number of written Asset Management & Sustainability Plans for Co-Ops

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Co-Op Associations

Number of Associations (Coops) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Co-Op Associations

15. B13: Technical Assistance for Condo Associations

Ignore the auto-total number.

Number of Condo Associations receiving Technical Assistance

Number of Action Plans written for Condo Associations

Number of Successful Outcomes for Condo Associations

Number of Asset Management Improvement Services Provided for Condo

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo

Number of Asset Management Tactical Support Services Provided to Condo

Number of Legal Assistant Services provided to Distressed Condo Associations

Number of Consultative Services Provided to Condo Associations and Clients

Number of Organization Sustainability Tactical Support Services Provided to Condo Associations

Number of Relocation Plans completed and accepted for Condo Associations

Numbers of Trainings on Board Operations Governance & Management to condo associations

Number of written Asset Management & Sustainability Plans for Condo Associations

Number of Associations (Condos) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Condo Associations

16. B14: Technical Assistance for Small Apartment Owners (25 units and less)

Ignore the auto-total number.

Number of Inquiries Received

Number of Owners/Managers receiving Services

Number of Action Plans Written

Number of Action Plans Implemented/Completed

Number of Owners/Managers needing Asset Management Guidance

17. C15: TOPA Pre-Purchase Counseling & Training

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Meetings with Tenant Association

Number of Attendees at TOPA Meetings

Number of TOPA Training Workshops to Tenants

Number of Attendees at TOPA Training Workshops

18. C16: TOPA Post-Purchase Counseling & Training

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Post Purchase Training Workshops

Number of Attendees at TOPA Post Purchase Workshops

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

19. C17: Tenant Counseling for HRA - Rental Accommodation Division

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

Number of Attendees at group training/coaching

20. Marketing & Outreach

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Housing Fairs

Other Tabling Events

Flyers Distributed

Social Media Posts (Facebook, LinkedIn, Instagram)

Mailings

Paid Advertising (display ads in print)

Other

Accomplishment Narrative

21. Staffing Information: Any changes (terminations or new hires) in staff members who are on the grant? Or in the Executive Leadership or Management Team? Number of HUD Certified Counselors (expressed as FTEs) on staff at the

end of this reporting period?

Maximum characters: 1000. You have 1000 characters left.

22. Who are the current Points of Contact and email for the following: 1) Executive Leader (NOTE: Executive leader is copied on all communication): 2) Grant/Fund Development: 3) Grant/Accounting: 4) Program Managers/Directors/Supervisors:

Maximum characters: 1000. You have 1000 characters left.

23. Please provide us with client success story/stories for this quarter by program. You may provide a link to an article that has been written for other purposes (newsletter, website, or newspaper article).
Redact (use a pseudonym) for any client name or other personal identifying information if you have not received a release.

Maximum characters: 3000. You have 3000 characters left.

24. Any good news to share? Any events and activities coming up? (e.g. obtained other grant funds to leverage DHCD grant, Open Houses, Presentations, Community Events, etc.)
Upload a calendar of upcoming program events (in-person or webinars).

Maximum characters: 3000. You have 3000 characters left.

25. Describe your organization's involvement in other projects or initiatives with other District agencies.

Maximum characters: 3000. You have 3000 characters left.

26. Describe your marketing and outreach during this period. What groups or areas did you market to, numbers, and in what way did you contact them (mail, event, email, personal, media, etc.)?

Maximum characters: 3000. You have 3000 characters left.

27. Describe any specific obstacles (if any) to your organization's program or service delivery during this period?

Maximum characters: 3000. You have 3000 characters left.

Documents Requested *	Required?	Uploaded Documents *	
ALL: Procurement Report, as applicable Download template: Procurement Report			Upload
ALL: Language Access for Outreach and Group Sessions Download template: Language Access for Outreach and Group Sessions	Required		Upload
ALL: Calendar of Next Quarter (3 months) of Orientations, Trainings, Workshops & 8-Hour Classes	Required		Upload
A-2 HBE 8-Hour Class Attendance Certificates Download template: A-2 HBE 8-Hour Class Attendance Certificates			Upload
A-3 Homebuyer Assistance Program Intake Download template: A-3 Homebuyer Assistance Program Intake			Upload
A-4 IZ Orientation Attendance Certificates Download template: A-4 IZ Orientation Attendance Certificates			Upload
B-11 SFRRP Intake Download template: B-11 SFRRP Intake			Upload
C-15 and C-16 TOPA Reporting Download template: C-15 and C-16 TOPA Reporting			Upload
C-17 Training for Tenants and Tenant Organizations Download template: C-17 Training for Tenants and Tenant Organizations			Upload

** ZoomGrants™ is not responsible for the content of uploaded documents.*

CDBG PUBLIC SERVICE* HOUSING COUNSELING (HC) PROGRAM

HEAD OF HOUSEHOLD DEMOGRAPHICS

IDIS Number	
Community Based Organization (CBO)	
National Objective/Matrix Code	
Project Analyst	
Proposed HOUSEHOLDS TO Serve	
Total HOUSEHOLDS Served	
Difference Used for CAPER Analysis	

Tip #1	Avoid Duplicative Reporting
Tip #2	Complete each cell; even if N/A (Not Applicable)
Tip #3	Do not complete Grayed-Out Cells
Tip #4	Based on HEAD of HOUSEHOLD
Tip # 5	Submit Quarterly
Tip #6	Public Service - HC that cannot show proof a home was purchased.
Tip # 7	OPH - Kelly Ann Morrow, DHCD Grant Management Officer, kelly-ann.morrow@dc.gov

HEAD OF HOUSEHOLD CHARACTERISTICS

Race/Ethnicity/Household Composition	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	ALL MUST MATCH: Total All Wards	ALL MUST MATCH: Total Tenants and Owners
White	0	1		0	1																					0	0	0
Black/African American	0	0		0	0																					0	0	0
Asian	0	0		0	0																					0	0	0
Native American/Alaskan Native				0	0																					0	0	0
Native Hawaiian/Other Pacific Islander				0	0																					0	0	0
Native American/Alaskan Native & White				0	0																					0	0	0
American Indian/Alaskan Native & White				0	0																					0	0	0
Asian & White				0	0																					0	0	0
Black/African American & White				0	0																					0	0	0
Native American/Alaskan Native & Black/African American				0	0																					0	0	0
Other Multi Racial				0	0																					0	0	0
Did Not Report				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Income Data (In accordance with HUD Part 5)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	ALL MUST MATCH: Total All Wards	ALL MUST MATCH: Total Tenants and Owners
Extremely Low 0-30 %	0			0	0																					0	0	0
Low 31%-50%	0			0	0																					0	0	0
Moderate 51%-80%	0			0	0																					0	0	0
Non-Low/Moderate 81% - 110%				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Additional Data (Does not apply to Single Family Residential Rehabilitation Programs)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	ALL MUST MATCH: Total All Wards	ALL MUST MATCH: Total Tenants and Owners
With New or Continuing Access to Service or Benefit	0			0	0																					0	0	0
With Improved Access to Service or Benefit				0	0																					0	0	0
Receives a Service or Benefit that is No Longer Substandard				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Language Access

The recent Executive Order of the President makes English the Official Language of the United States.

Grantees may translate forms, document, trainings into other languages as they deem appropriate for the benefit of clients.

Grantees may also make provision for clients to have access who are English Proficient/Non-English Proficient (LEP/NEP).

The Language Access line remains available to Grantees. OPM can provide the phone number.

Grantees are encouraged to report on a quarterly basis concerning language accommodation for clients.

Tracking includes:

- Language
- Use of interpreter, bi-lingual staff person or language access telephonic line
- Used on the group basis or individual and the number of each

Exhibit D Method to determine Client Eligibility for Services

Method to determine Client Eligibility for Services:
By Household

DHCD will provide the spreadsheet to use for this Quarterly Report

If a grantee has two or three sources/uses of grant funds, a separate report is needed for each.

Sources/Uses includes

1. Public Services (PS),
2. Non-Public Services (NPS) and
3. NRSA Wards 7 & 8 PS & NPS.

For each the Household report includes:

Section 1

Grantees will provide the following information concerning race/ethnicity which shall be recorded by

- Ward,
- Head of Household,
- Tenant/Owner

White
Black/African American
Asian
Native American/Alaskan Native
Native Hawaiian/Other Pacific Islander
Native American/Alaskan Native & White
American Indian/Alaskan Native & White
Asian & White
Black/African American & White
Native American/Alaskan Native & Black/African American
Other Multi Racial
Did Not Report
TOTAL

Section 2

Also, each household shall be counted by income category using the CDBG income categories and dollar amounts. (See chart in this exhibit.)

Section 3

Lastly, each household shall be counted by CDNG service category.

With New or Continuing Access to Service or Benefit
With Improved Access to Service or Benefit
Received a Service or Benefit that is No Longer Substandard

The Number of Households in each of the above calculations be the same. That is, if 100 households are reported in Section 1, there must be 100 in reported also in Sections 2 and 3.

This procedures is repeated for:

- Non-Public Service Activities
- NRSA Wards 7 & 8 Public Service and Non-Public Service

INCOME LIMITS WITH UNCAPPED LIMITS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
U.S. Department of Housing and Urban Development (HUD) FY 2023
Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	**84,400**	**96,450**	**108,500**	**120,550**	**130,200**	**139,850**	**149,500**	**159,150**

	Median Income	**Family Four Low Income Limit**
DC	**$152,100**	**$95,300**

This grant will consider eligibility based on Household Beneficiary Data

Exhibit E Budget Modification Form

BUDGET MODIFICATIONS

To request a Budget Modification, please reach out to your Point of Contact with Community Services to request the excel file.

The excel file should be returned to Community with the details (below) about your request. You may also send a PDF of the excel file in addition to the excel file itself. The excel is needed to upload to the database.

There should be a cover letter from the Executive Director requesting the modification as outlined in excel file attached. Only the Executive Director as a signatory to the Grant Agreement can request a Budget Modification.

The Excel file will guide you through the process.

The Excel template asks you for each line item in the A 3-2 (Personnel) to indicate the current budget and the requested budget modification for:

- Hourly rate
- Number of Hours to be charged to the Grant (total for the year)

Similarly for the A 3-1 the template asks the current Budget Amount for each line item and the requested modification amount for each line item in the A 3-1.

Each line item in the A 3-1 and A 3-2 must be included in the Modification.

The deadline to request a Budget Modification is June 1st of each year.

The Community Services team is available to provide technical assistance.

Cost Category	Current Budget	Increase (Decrease)	Requested Modification Amount
Personnel (Salary & Fringe)	$0.00	$0.00	$0.00
Credit Report	$0.00	$0.00	$0.00
Space	$0.00	$0.00	$0.00
Insurance	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Training	$0.00	$0.00	$0.00
IT Services & Support	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$0.00	$0.00	$0.00
Total Indirect Costs (De Minimis Cost Rate 15%)	$0.00		$0.00
Total Costs	$0.00	$0.00	$0.00

Exhibit F Drug Free Workplace Certification

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Certifications Regarding
Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact.

1. **LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code. and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - lll, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. Debarment, Suspension, And Other Responsibility Matters (Direct Recipient)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

1. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F. for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020. Notice shall include the identification number(s) of each effected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and incising termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (1), (c), (d), (e), and (f).

B. The applicant may insert in the space provided below the sites) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Drug-Free Workplace (Grantees who are Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, subpart F, for grantees as defined at 28 CFR Part 67; Sections 67 615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020.

As the duly authorized representative of the applications,
I hereby certify that the applicant will comply with the above certifications.

Greater Washington Urban League, Inc
2091 14th Street, NW, Washington, DC 20009

1. Grantee Name and Address

Grant# 2025-03

CDBG/NBAP Housing Counseling Services

2. Application Number and/or Project Name

53-0208981

3. Grantee IRS/Vendor Number

George H Lambert Jr., CEO

4. Typed Name and Title of Authorized Representative

5. Signature

10/18/2024

6. Date

DHCD Contract No. 2025-03
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit G Service Area Eligibility

This grantee provides services to residents of all DC Wards and will focus on the neighborhoods in these corridors where DHCD has invested resources for housing development.

- 16th St NW Corridor near the intersection with Havard St NW (Columbia Heights) in Ward 1
- Georgia Ave and New Hampshire Ave NW Corridor (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- Rhode Island Ave and South Dakota Ave NE Corridor (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 5
- M and South Capitol Streets SW Corridor (Greenleaf/Waterfront) in Ward 6
- Benning Road and Florida Ave NE Corridor (NoMa/Ivy City/Trinidad) Ward 6
- Minnesota Ave and Benning Rd NE Corridor (Benning, Greenway) in Ward 7
- Pennsylvania Ave and Minnesota Aves SE Corridor (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- East Capitol and Benning Rd Corridor (Capital View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- Marion Barry Ave and Martin Luther King Aves SE Corridor (Historic Anacostia, Fairlawn Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- Marion Berry Ave and Alabama Aves Corridor (Skyland, Woodland, Garfield Heights) in Ward 8
- Martin Luther King Ave and Alabama Ave Corridor (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- South Capital St and Chesapeake Aves SE Corridor (Bellevue, Washington Highlands) in Ward 8

DHCD Contract No. 2025-03
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit H Insurance Requirements

DHCD-BILL WINSTON-GRANT FOR VARIOUS COMMUNITY-BASED ORGANIZATIONS HOUSING COUNSELING AND SERVICES AF07082024

INSURANCE

A. GENERAL REQUIREMENTS. The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this grant, the types of insurance specified below. The Grantee shall submit a Certificate of Insurance to the Grant Administrator (GA) giving evidence of the required coverage prior to commencing performance under this grant. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the GA.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Grantee and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this grant, with the understanding that any affirmative obligation imposed upon the insured Grantee or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its subcontractors, and not the additional insured. The additional insured status under the Grantee's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the GA in writing. All of the Grantee's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Grantee or its subcontractors, or anyone for whom the Grantee or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the GA with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the GA in writing), covering liability for all ongoing and completed operations of the Grantee and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an

Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or it's equivalent) to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the GA in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee in connection with work under this agreement, with a minimum combined single limit of $1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Grantee shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Defense costs shall be in addition to and not erode the limits of liability
e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or it's equivalent)

3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

   Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   The Workers Compensation and Employers Liability shall be further endorsed to:
   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the GA of commercial umbrella or excess liability insurance with minimum limits of $5,000,000 per occurrence and $5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS
Any and all subcontractors engaged by Grantee for work under this agreement shall be required to have the same insured required of Grantee. Should the Grantee wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Grantee shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Grantee. In either instance, the Grantee must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

E. DURATION. The Grantee shall carry all required insurance until all grant work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this grant and two years for non-construction related grants.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the Grantee's liability under this grant.

G. CONTRACTOR'S PROPERTY. Grantee and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.

H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the grant price.

I. NOTIFICATION. The Grantee shall ensure that all policies provide that the GA shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Grantee no long complying with the above requirements. The Grantee shall provide the GA with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the GA with an updated Certificate of Insurance should its insurance coverages renew during the grant. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Grantee at least 30 days' notice of the change. Grantee must comply, at your expense, and deliver to the GA evidence of compliance before the change becomes effective.

J. CERTIFICATES OF INSURANCE. The Grantee must send to GA, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Grantee must also provide us with evidence of renewal before the expiration date of each insurance policy. Grantee is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . Certificates of insurance must reference the corresponding grant number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:
William Winston, Grant Administrator (DHCD)
1909 Martin Luther King Jr Av SE, Washington DC 20020
771-208-9628
Bill.winston@dc.gov

The GA may request and the Grantee shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Grantee expires prior to completion of the grant, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the GA prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the GA on an annual basis as the coverage is renewed (or replaced).

K. DISCLOSURE OF INFORMATION. The Grantee agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Grantee, its agents, employees, servants or subcontractors in the performance of this grant.

L. CARRIER RATINGS. All Grantee's and its subcontractors' insurance required in connection with this grant shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.

M. WARRANTIES. When applicable, the Grantee should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). GA should collect, review for accuracy, and maintain all warranties for goods and services.

Exhibit I **Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures**

Mayor's Order 2023-131

GOVERNMENT OF THE DISTRICT OF COLUMBIA
ADMINISTRATIVE ISSUANCE SYSTEM

Mayor's Order 2023-131
October 31, 2023
SUBJECT: Updated District Government Sexual Harassment Policy, Guidance, and Procedures

ORIGINATING AGENCY: Office of the Mayor

By virtue of the authority vested in me as Mayor of the District of Columbia by sections 422(2), (3), and (11) of the District of Columbia Home Rule Act of 1973, 87 Stat. 790; Pub. L No. 93-198, D.C. Official Code §§ 1-204.22(2), (3), and (11), it is hereby **ORDERED** that:

I. PURPOSES AND BACKGROUND

This Order incorporates provisions of, updates, and supersedes Mayor's Order 2017-313, dated December 18, 2017, regarding sexual harassment in District of Columbia ("District") Government workplaces.

In addition to providing procedural updates to the District's sexual harassment policy, this Order establishes and directs the Sexual Harassment Task Force to further examine the District's sexual harassment policies and provide recommendations to further the goal of a harassment-free workplace; establishes obligations of District Government employees; adds Mayor's direct reports to those required to be referred for outside investigation of sexual harassment; and bans all sexual and romantic relationships between supervisors and the employees in their chain of command.

This Order reaffirms that the District Government does not tolerate any form of inappropriate workplace conduct including sexual harassment, nor does it tolerate sexual harassment in non-employment interactions between District Government employees and the public. Sexual harassment is recognized as one of the most unjust, demeaning, and demoralizing examples of workplace misconduct.

This Order also requires that employees be trained on sexual harassment every year and provides additional specificity as to the qualifications and role of Sexual Harassment Officers.

Further, this Order directs agency compliance with the Sexual Harassment Data Collection and Reporting Act of 2022, D.C. Law 24-171, D.C. Official Code § 1-546.01, and clarifies, consistent with the Human Rights Enhancement Amendment Act of 2022, D.C. Law 24-172, D.C. Official Code § 2-1402.11(c-2), the definition of sexual harassment.

II. INDIVIDUALS AND ENTITIES COVERED

A. Prohibitions and Protections

1. This Order is intended broadly to prohibit sexual harassment in all interactions with District Government employees and officials and persons acting on behalf of the District Government, and to facilitate speedy investigation and non-monetary remedial action including warnings to stop offensive behavior, additional training, reassignments, and personnel and contract actions.

2. The District of Columbia prohibits workplace sexual harassment by all District Government employees and officials. The prohibition applies to harassment of other employees and officials and to harassment of third parties

and members of the public interacting with the District Government, such as vendors, contractors, grantees, customers, clients, and other persons visiting or working at District Government worksites or service sites inside and outside District Government agencies.

3. Likewise, contractors and grantees carrying out work on behalf of the District Government shall not sexually harass colleagues who carry out work on behalf of the District Government; District Government employees; or customers, clients, or beneficiaries of the services the contractors and grantees provide on behalf of the District Government; and those clients, customers, beneficiaries, employees, and colleagues may file complaints that trigger sexual harassment investigations and possibly remedies. Remedies may include requiring the contractor or grantee to use alternate personnel to provide services, and other remedies available under the contract or grant agreements up to and including contract or grant termination or non-renewal of the grant or contract.

4. In addition, sexual harassment by District Government clients, customers, or visitors against District Government employees, contractors, or grantees, or other clients, customers, or visitors, at District Government worksites or service sites, is prohibited and complaints made against District Government employees who sexually harass contractors, grantees, agency clients, customers or visitors, upon investigation, may result in discipline of the employee and accommodations of the contractor, grantee, customer or visitor, such as having another government official assigned to the matter.

5. In the course of their duties as members of District of Columbia boards and commissions, board and commission members are bound by the prohibitions, procedures, and deadlines set forth in this Order.

6. Not every procedure set forth in this Order applies to persons not working for the District Government.

B. Scope

1. Laws prohibiting sexual harassment apply throughout the District Government. The agencies listed below should either use the training, procedures, information, and processes provided in this Order, or their own, similar ones. To the extent District law requires centralized reporting, the reporting requirements in this Order apply to all agencies.

2. Those agencies include the Office of the Attorney General, the Office of the Chief Financial Officer, the Board of Elections, the Zoning Commission, the Public Service Commission, the Commission on Arts and Humanities, the Washington Convention and Sports Authority (Events DC), the Board of Education, the University of the District of Columbia, the DC Public Library, the DC State Athletics Commission, the Public Charter School Board and public charter schools, the Office of the People's Counsel, the District of Columbia Water and Sewer Authority (DC Water), the Green Finance Authority, the Health Benefit Exchange Authority, the Not-for-Profit Hospital Corporation, the Contract Appeals Board, the DC Retirement Board, the Office of Employee Appeals, the DC National Guard, the Criminal Justice Coordinating Council, the Office of Police Complaints, the Corrections Information Council, and the Uniform Law Commission.

3. This Order does not apply to the Council of the District of Columbia, Advisory Neighborhood Commissions, or the DC Courts, and agencies and offices subordinate to them.

III. SEXUAL HARASSMENT

A. Through the Human Rights Enhancement Amendment Act of 2022, D.C. Law 24-172, effective September 21, 2022; D.C. Official Code § 2-1402.11(c-2), the Council has, in the employment context, expanded the definition of "harassment" and "sexual harassment" under the D.C. Human Rights Act to provide that sexual harassment includes conduct of a sexual nature, "whether direct or indirect, verbal or nonverbal, that unreasonably alters an individual's terms, conditions, or privileges of employment or has the purpose or effect of creating an intimidating, hostile, or offensive work environment."

B. In addition, sexual harassment includes "sexual advances, requests for sexual favors, or other conduct of a sexual nature where submission to the conduct is made either explicitly or implicitly a term or condition of employment or where submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual's employment." This is sometimes referred to as quid pro quo sexual harassment.

C. In determining whether sexual harassment has taken place, the D.C. Human Rights Act states that "conduct need not be severe or pervasive to constitute harassment" and that "no specific number of incidents or specific level of egregiousness is required."

D. Examples of conduct that can contribute to or constitute sexual harassment or an intimidating, hostile, or offensive work environment include:

1. Sex acts;

2. Display of sexual organs;

3. Using sexually oriented or sexually degrading language describing an individual or their body, clothing, hair, accessories, or sexual experiences;

4. Sexually offensive comments or off-color language, jokes, or innuendo that a reasonable person would consider to be of a sexual nature, or belittling or demeaning to an individual or a group's sex, sexual orientation, or gender identity;

5. "Sexting" or seeking or sending pictures of intimate body parts;

6. Taking or displaying pictures of body parts meant to be covered up (such as "upskirting" pictures);

7. Displaying or disseminating sexually suggestive objects, books, screensavers, magazines, photographs, music, cartoons, or computer internet sites or references;

8. Unnecessary and inappropriate touching or physical contact, such as intentional and repeated brushing against a colleague's body, touching or brushing a colleague's hair or clothing, massages, groping, patting, pinching, or hugging, that a reasonable person would consider to be of a sexual nature;

9. Leering, ogling, or making sexually suggestive gestures or sounds, such as whistling or kissing noises;

10. Making inquiries about someone's private sex life or describing one's own sex life;

11. Workplace sexual comments, conduct, displays and suggestions between two willing parties in the presence of another that are inconsistent with professional workplace norms;

12. Any unwanted repeated contact, including, but not limited to in-person, or telephonic, for romantic or sexual purposes;

13. Giving a preference to someone who is engaged in a dating, romantic, or sexual relationship based on the relationship to the disadvantage of someone who is not engaged in a dating, romantic, or sexual relationship; and

14. Sexual assault, stalking, trapping someone such that they are not free to leave and a sexual encounter is expected or threatened, threats of bodily harm relating to sex or the refusal to have sex, or other crimes related to acts of sexual harassment.

E. Further, the District may treat some conduct of a sexual nature as misconduct, even when it does not rise to the level of unlawful sexual harassment actionable under the D.C. Human Rights Act. As an example, an employee who tends to greet people with a hug may have been warned that the conduct was offensive to some employees and then hugs an employee whom they have not seen in many months. The conduct may not rise to the level of "unreasonably altering the individual's terms, conditions, or privileges of employment," but it could constitute misconduct since they had been warned that some employees associate hugging with unwanted sexual contact that is offensive in the work environment.

IV. DATING, ROMANTIC, AND SEXUAL RELATIONSHIPS IN THE WORKPLACE

A. Prohibitions

1. Prohibitions on certain dating, romantic, or sexual relationships in the workplace exist to prevent real or perceived impropriety, favoritism, conflicts of interest due to power dynamics, control of an employee's assignments and performance reviews, as well as to advance fairness for all other employees, contractors, grantees, and clients. Even consensual dating, romantic, or sexual relationships can generate allegations of favoritism based on sexual relationships or sexual harassment by one of the parties or a third party. Relationships, or aspects of relationships, that may be perceived as consensual by one party may be considered coerced or harassing by the other party due to power dynamics, and relationships that start consensually may evolve into sexual harassment.

2. Subject to the conditions and implementation procedures discussed in this Order, it is now the policy of the District Government that a dating, romantic, or sexual relationship between a supervisor and any employee in the chain of command they supervise – whether supervision is direct or indirect, operational or situational – is prohibited. Note that chain of command in this definition may span agencies or divisions within an agency.

3. In addition, District Government employees shall not initiate a dating, romantic, or sexual relationship with trainees, recruits, or interns, regardless of the employee's assignment in relation to the trainee, recruit, or intern if the employee is in the same agency as the trainee, recruit, or intern.

4. Further, this Order prohibits dating, romantic, and sexual relationships when they are prohibited by applicable professional or ethical standards, such as lawyer-client, doctor-patient, or social worker-client.

5. District Government employees shall not participate personally and substantially in particular matters that affect or could affect the financial interests of someone with whom they are in a dating, romantic, or sexual relationship, whether that person is an employee, grantee, contractor, or client of the agency.

B. Designation of Person or Committee to Resolve Issues Surrounding Workplace Relationships; Existing Relationships

1, By November 17, 2023, District Government agency directors shall designate their own agency human resources agency/officers, another appropriate officer, or an office or committee to receive disclosures of relationships and resolve workplace issues arising from any prohibited dating, romantic, or sexual relationship on a case-by-case basis consistent with this Order; absent such a designation, disclosures shall be made to the Director.

2. By December 8, 2023, existing relationships that fall within the prohibitions of this Order must be disclosed to the designee identified in subsection IV.B.1. of this Order, in the manner specified by their agency or on a form to be created by DCHR, whereupon the situation will be evaluated and a resolution determined.

3. Resolution may involve giving the employees a defined but reasonable time to find a new position where the relationship is not implicated by this Order; shifting reporting structures to take the relationship out of a prohibited status; or establishment of recusal structures when the employees do not work in the same agency or division but they heretofore were in situational or operational chains of command.

4. To the extent adjustments are made in work sites or shifts, reporting structures, job duties or any other factor for one or both of the persons in the relationship, agencies shall endeavor to afford such options on a voluntary basis for all concerned, particularly if an employee not involved in a prohibited relationship is affected by any proposed accommodation of the relationship.

5. If no satisfactory resolution of the prohibited relationship can be reached, the persons in a dating, romantic, or sexual relationship may request a waiver of the provisions of this Order. Waiver requests shall be submitted to the Mayor and shall be accompanied by a recommendation from the agency or agency designee. Waiver requests may include any information relevant to the determination and shall be on a form to be created by the Department of Human Resources ("DCHR").

6. Agencies may make reasonable efforts to assist with a transfer or reassignment, without prejudicing either employee (or any other employee), but it is not the responsibility of the personnel authority or the agency to restructure their agency operations or find a new position for someone in the relationship. No agency is required to grant a request or application for a transfer.

7. Agencies may promulgate regulations or policies consistent with this Order to effect its implementation and to provide consistent treatment for employees facing this situation, though each relationship may pose unique issues. Agencies may also issue rules explaining in more detail for their agencies' employees and contractors how terms such as "dating," "chain of command" and "trainee" are to be interpreted considering their agency's operations. Agencies may prohibit dating, romantic, or sexual relationships with their own clients or clients of the agency or a subset of the agency, as the agency deems appropriate to prevent factual or perceived impropriety or favoritism. For instance, an agency with both social workers and non-licensed employees providing case work to agency clients could extend the ban on dating and sexual relationships with clients to their non-licensed employees, to hold them to the same professional standards as their licensed colleagues.

8. By December 12, 2023, agencies shall report the number of disclosed relationships to the Mayor's Office of Legal Counsel ("MOLC") and the contact information of the person handling requests for accommodation, for consideration by the Sexual Harassment Taskforce.

C. Disclosure of Relationships

1. In addition to the disclosures of existing relationships required by Section IV.B., if by promotion or agency reorganization or other circumstance, two employees in a dating, romantic, or sexual relationship would fall into a prohibited relationship status, their relationship must be disclosed as soon as the possibility of falling into prohibited status is realized by either person in the relationship.

2. If there is a reasonable likelihood that someone would raise a credible charge that there was or could be preferential treatment based on a dating, romantic, or sexual relationship that is not in a chain of command, then the employees involved in the dating, romantic, or sexual relationship must also report their relationship to the person or office designated pursuant to Section IV.B. Such reporting is necessary for consideration of whether additional safeguards are necessary and whether the prohibition on relationships based on situational supervision is implicated.

D. New Relationships

Generally, if two persons in a chain of command wish to begin a dating, romantic, or sexual relationship with each other, one party to the relationship should apply for a transfer or otherwise seek employment that eliminates the supervisory relationship before the relationship begins so that no prohibited relationship commences. For example, a supervisor may be transferred to another supervisory role so that they are not in the chain of command with the other person.

E. Conduct

1. District Government employees in a dating, romantic, or sexual relationship with another District Government employee, or client/customer of their agency, or grantee or contractor of their agency, shall conduct themselves in an appropriate manner while on duty and shall not engage in behavior that detracts from a professional work environment.

2. Any sexual activity at work sites or during an employee's working hours, regardless of location, is prohibited.

F. Violations

A violation of a provision of this Order regarding dating, romantic, or sexual relationships may not constitute sexual harassment as defined above, but an employee who engages in a prohibited relationship under Section IV.A. of this

Order or fails to disclose a relationship that is required to be disclosed shall be subject to appropriate personnel action, up to and including termination.

G. Legal Representation

If legal action is commenced against the District of Columbia and/or a supervisor who engaged in a dating, romantic, or sexual relationship with an employee, or a person engaged in a potentially-conflictual relationship, the existence of the sexual or romantic relationship will be a factor in the District of Columbia's decision to provide legal representation to the supervisor or the employee(s) engaged in a relationship.

V. PROCEDURES FOR STOPPING SEXUAL HARASSMENT; REPORTING AND INVESTIGATING SEXUAL HARASSMENT CLAIMS

A. Employee Obligations

1. District Government employees are bound by the principles set forth in the Code of Conduct at 6B DCMR §§ 1800.2-1800.4 and are expected to act at all times in a manner reflecting their roles as public servants. Depending on an employee's role in the District Government, the obligations regarding the prevention of sexual harassment may differ. "Employees" for the purpose of this Order include contractors engaged by the District Government performing work on behalf of the District similar to that as its employees, such as at District worksites.

2. All employees are obligated to:

a. Refrain from engaging in behavior that constitutes sexually harassing conduct;

b. Refrain from initiating or conducting a prohibited dating, romantic, or sexual relationship as described in Section IV.A. of this Order;

c. Disclose their own dating, romantic, or sexual relationships with other employees if required in Section IV.D. of this Order;

d. Affirm their agreement to comply with this Order;

e. Complete annual sexual harassment training;

f. Cooperate fully in any inquiry or investigation into an alleged violation of this Order; and

g. Refrain from any behavior that may call into question the impartial and harassment-free provision of services to constituents, agency clients or customers, contractors, or grantees.

3. Supervisors should take particular care to avoid conduct that could lead to allegations of sexual harassment, considering time, place, and situations of interactions with employees.

B. Employee Communication

1. To avail themselves of the procedures and protections of this Order, when a District Government employee finds conduct unwelcome, intimidating, or offensive, they may: (a) tell the person who is engaging in offensive or inappropriate sexual conduct to stop and that such conduct is unwelcome; or (b) ask the employee's supervisor, General Counsel, or Sexual Harassment Officer to advise the person that the conduct is offensive and unwelcome; or (c) proceed immediately to file a complaint of sexual harassment under this Order.

2. Employees and others engaged in intervention are encouraged to document all intervention efforts or requests to cease reported inappropriate sexual conduct, including conversations, texts, or email exchanges.

C. Reporting Allegations of Inappropriate Conduct of a Sexual Nature or Sexual Harassment

1. All District Government employees are encouraged to help ensure that District Government workplaces are free of sexual harassment. Employees who know of incidents of inappropriate conduct of a sexual nature, as well as behavior that may create an intimidating, hostile, or offensive work environment, or who are victims of inappropriate conduct of a sexual nature, should report the inappropriate conduct.

2. Employees may report to the Sexual Harassment Officer ("SHO") of their agency or any other agency, or the supervisor or manager of the employee engaging in inappropriate conduct, to their own supervisor, or to the agency General Counsel. Contractors, grantees, and customers of agencies may report allegations of inappropriate conduct of a sexual nature to the SHO of the relevant agency or any other agency, the relevant agency's General Counsel, the supervisor of the employee who engaged in the alleged inappropriate conduct, or their grant or contract administrator.

3. Allegations of sexual harassment against the Mayor, City Administrator, Mayor's Chief of Staff, Mayor's Senior Advisor, Director of the MOLC, any Deputy Mayor, or any official who directly reports to the Mayor, shall be referred to the Inspector General to determine if the allegation is credible, in which case it shall be referred for independent investigation. Such investigations shall be carried out by an entity outside the District Government and those reports shall be provided to MOLC (or the City Administrator if the allegation is against the Director of the MOLC) and the Inspector General.

D. Agency Responsibilities

1. Sexual Harassment Officers ("SHOs") and Investigations

a. Each Deputy Mayor's Office and each agency shall designate a primary SHO and an alternate SHO and shall update the designations, as needed, on an ongoing basis. Each agency shall provide the names of its SHOs to DCHR, and DCHR shall maintain a current District-wide list of agency SHOs. Further, pursuant to D.C. Official Code § 1-546.01(2), SHOs shall be registered with the Office of Human Rights ("OHR").

b. SHOs shall be trained and qualified to serve. To be qualified to serve as a SHO, individuals must have taken and continue to take annual training provided by DCHR and OHR. SHOs may but are not required to be an agency's Equal Employment Opportunity ("EEO") officer, or human resources manager; they must be competent in EEO laws and be designated by the agency to accept sexual harassment complaints and to review and investigate claims. SHOs need not be attorneys.

c. The primary and alternate SHOs for a smaller agency may be employees of another agency (i.e., the SHO of a larger agency may serve as the SHO for a smaller agency). An agency of any size may also obtain assistance from another agency's SHO in handling a particular investigation, including having another agency's SHO carry out an investigation, where there is a possibility of the appearance of a conflict of interest, or for administrative convenience. For the purposes of this Order, a smaller agency availing itself of this option will still be referred to as the "agency."

d. A person seeking to report a violation of this Order may file with any agency SHO, not solely the SHO at their agency or the agency at which the alleged sexual harassment occurred. Persons filing complaints, however, are not entitled to have the investigation conducted by the person of their choosing.

e. If a complaint is reported to someone other than the SHO, the person receiving the complaint must notify the agency SHO, unless giving notice would raise conflict of interest concerns, in which case the person must notify the agency General Counsel.

f. Unless the complaint is against the agency General Counsel, the SHO shall immediately notify the agency's General Counsel of the complaint, and the General Counsel shall thereafter notify the Mayor's Office of Legal Counsel ("MOLC"). The SHO may consult with the agency's General Counsel, or the General Counsel's designee, for legal guidance on conducting the investigation and shall notify the General Counsel of any issue that may require higher-level support. If the complaint is against the General Counsel, the SHO shall notify the MOLC directly.

g. SHOs should review DCHR's SHO training materials before initiating an investigation. DCHR has training materials on duties to inform the bargaining unit, the right to union representation during investigatory questioning, assessing credibility, unconscious bias, conducting interviews, gathering evidence, protecting confidentiality, preservation of evidence, when to stop an investigation and refer a matter for criminal investigation and more.

h. The primary function of a SHO is to accept complaints alleging violations of this Order and to gather, investigate and review the factual basis of the claim(s). SHOs may corroborate or refute factual allegations; SHOs may provide impressions and evidence regarding the credibility of witnesses. They weigh such evidence and may take into account their impressions of the credibility of witnesses. Ultimately, SHOs make and submit to the appropriate agency Director recommended determinations of whether the allegations are substantiated or are not substantiated. They are not to make legal conclusions about whether sexual harassment occurred.

i. Investigations of allegations of inappropriate conduct of a sexual nature shall be conducted, and the associated investigation report completed, as soon as practicable, within sixty (60) days after the filing of the report of the alleged sexual harassment, absent unusual circumstances.

j. The investigative report shall include a description of the allegations, a description of the SHO's investigation, a description of the evidence adduced by the SHO, and the SHO's recommended determination as to whether the allegations were substantiated. The SHO shall transmit the report to the Director or agency Director's designee and General Counsel of the agency where the alleged harasser is employed.

2. Interim Remedial Actions

a. Pending the completion of the SHO investigation and report, the issuance of the agency report, and the imposition of any disciplinary action, and to protect the rights of the alleged victim as well as the alleged harasser, the agency may take temporary personnel actions that do not result in any adverse employment action to either party.

b. When an agency becomes aware of an allegation of misconduct of a sexual nature, the agency shall notify the alleged harasser of the reported behavior and may demand that the alleged behavior cease immediately and not be repeated.

c. The agency shall take such other remedial steps as it deems appropriate to mitigate the possibility of the alleged harassing conduct continuing.

d. Interim remedial actions are administrative rather than disciplinary and may include, but are not limited to, transfers, reassignment of duty station, changed shifts, duties or reporting requirements, mandatory administrative leave with pay, or other appropriate measures that do not result in reduction of pay, demotion in title or responsibility, or other loss of employee benefits. In general, the agency should avoid moving the alleged victim or changing the alleged victim's shift, or taking similar action affecting the alleged victim, unless the alleged victim requests the action; if the agency takes such an action absent a request from the alleged victim, the agency should make clear to the alleged victim that the action is being taken in pursuit of an effective and prompt stop to any alleged harassment, and not in retaliation for reporting the alleged harassment.

e. Personnel authorities are encouraged to find alternative, reasonably comparable placement during the pendency of an investigation for the accuser or accused in lieu of administrative leave with pay, where possible and if consistent with any collective bargaining agreements.

3. Post-SHO Investigation Agency Actions

a. The agency Director or agency Director's designee may reject a SHO report and return it to the SHO for further investigation, information, documentation, or analysis if the agency Director or designee

considers the report to be incomplete, inadequate, or otherwise unacceptable.

b. If the report is not rejected, the agency Director, or the agency Director's designee, within fourteen (14) days of receiving the SHO's report, shall issue an agency report that accepts, modifies, or rejects the SHO's findings and substantiation recommendations, describes the rationale for any such modifications or rejections, and makes conclusions as to whether the substantiated allegations constitute a violation of this Order. The SHO report shall be included as an attachment to the agency Director or designee's report. The agency Director or designee shall consult with the agency's General Counsel during the preparation of the report regarding relevant legal standards or other legal issues.

c. If the report determines that a violation of this Order has occurred, the report shall be submitted to the agency's human resource officer for appropriate disciplinary action, up to and including termination. The agency shall require that any employee found to have violated this Order whose employment is not terminated must attend mandatory sexual harassment training within sixty (60) days after the issuance of the agency report.

d. The agency must provide the employee and the alleged harasser with a summary written notification of its findings and conclusions (final agency decision) after the sixty (60) day period and shall convey the same to MOLC within five (5) days after it is issued. The notice shall include a description of each allegation and the agency's determination as to whether the allegations were substantiated or were unsubstantiated. Such notice shall not include summaries of witness interviews, credibility determinations, or legal analysis; the notice is a simple recitation of the allegations and the determination as to whether the allegations were substantiated or were unsubstantiated.

e. Any conclusion in the SHO or Director's report that a violation of this Order occurred does not constitute a final legal conclusion that sexual harassment under the D.C. Human Rights Act or federal law occurred. Conversely, a finding that was not substantiated is not a legal conclusion that no violation of the D.C. Human Rights Act or federal law occurred.

f. Consistent with norms regarding the privacy of personnel actions, the complaining party shall not be informed of any disciplinary actions against the alleged harasser.

g. Regardless of whether a complaint has been substantiated, relevant staff, including the General Counsel, are authorized to work together to advise the Director or deciding official as to whether to recommend or implement personnel actions or management procedures to reduce the possibility of reoccurrence of any inappropriate behavior or behavior that poses risks for the District. Any meetings among the General Counsel, human resources staff, and agency management shall endeavor to preserve the confidentiality of the complaint generating the meeting or consultation to the greatest extent possible.

4. Communicating the Order: Orientation, Pledges, Training, and Notifications

a. The personnel authority shall circulate this Order to all new hires during their orientation, shall give each new hire time to read a summary of the Order during orientation, and shall obtain a signed verification that the new employee has read the summary and pledges not to engage in sexual harassment or any other conduct that violates the rules prohibiting sexually harassing behavior, certain dating, romantic, or sexual relationships, and requiring disclosure of certain relationships. Agencies with supplemental orders relating to sexual harassment shall provide those orders, too, to onboarding employees.

b. When individual contractors are working inside an agency in a manner akin to a District Government employee, the agency or the supervising contractor shall obtain signatures from individuals during onboarding orientations affirming their agreement to abide by this Order.

c. New employees shall take a course on sexual harassment as part of the on-boarding process and in no event more than fourteen (14) days after being on-boarded. Agencies shall by December 11, 2023

circulate this Order to all current employees.

d. Agencies shall follow up to provide delivery to difficult-to-reach employees, including employees on leave and work-related travel. Agencies are responsible for confirming that each employee has received this Order by email, verification through Peoplesoft, or return of a signed copy.

e. By December 11, 2023, each agency shall email the names of the agency's primary and alternate SHOs to all its employees and shall send reminders or updates of who the agency's SHOs are at least annually to agency employees.

f. Each agency shall prominently post notices in conspicuous locations accessible and used by a substantial number of agency employees, identifying the agency SHO and Alternate SHO, how to report sexual harassment, and that sexual harassment investigations are to be kept confidential to the greatest possible extent consistent with their investigation and resolution. Agencies shall post the notices no later than thirty (30) days after receipt of the template notice from the Office of Human Rights required by Section V.K. of this Order.

g. Agencies shall take a digital photograph of each posting and transmit it to the SHO program coordinator at DCHR with a description of the location at the time of each posting.

h. Individuals and entities entering into contract or grant agreements with the District Government must affirm that they will abide by the D.C. Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR § 1100 et seq.

i. District agencies drafting contracts and grants shall require such affirmations as part of the contract or grant agreement.

E. Employee Responsibility to Participate in Agency Investigations

1. District Government employees are required to cooperate fully in a SHO or independent investigation of a workplace sexual harassment complaint.

2. If an employee who alleges sexual harassment or is believed to have been the victim of sexual harassment declines to assist and/or participate in the investigation of the allegation, or requests the agency not conduct an investigation, the agency may on its own initiative investigate or refer the matter for investigation.

3. Employees who were not themselves victimized, who, after a direct request by the SHO or other investigator, decline to participate in a sexual harassment investigation, may be subject to disciplinary action.

4. Any consideration of whether to recommend disciplinary action for failure to cooperate in an investigation on the part of an alleged victim requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

F. Discipline for Making False Statements or Representations

1. Making materially false statements, and misrepresentation, falsification or concealment of material facts or records in an investigation of allegations of sexual harassment is conduct warranting disciplinary action, up to and including termination.

2. Consideration of whether to recommend disciplinary action against an employee who is also the alleged victim of sexual harassment requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

G. Discipline after a Finding of Sexual Misconduct or Harassment

The agency shall recommend appropriate disciplinary action, such as described in Section 1607.2(k) of the District Personnel Manual, 6B DCMR § 1607.2(k), up to and including termination of any employee found to have engaged

in sexual misconduct or sexual harassment as defined in Section III of this Order.

H. Rights of the Alleged Harasser

Persons accused of sexual harassment deserve the full protections afforded to them under the law in administrative matters, including, but not limited to, the right to respond to allegations of sexual harassment; to counsel and representation, including a union representative or other representative of their choosing, and including the presumption of innocence, unless and until there is a finding of harassment after an investigation by the agency or where appropriate, OHR. The right to counsel does not include the right to have counsel paid for by the government.

I. DCHR Responsibilities

1. DCHR shall quarterly reach out to all designated primary and alternate SHOs to confirm that they continue to serve in those roles. If DCHR is unable to reach a designated SHO or to confirm that the individual still serves as the agency's primary or alternate SHO, DCHR shall work with the agency to identify a new primary or alternate SHO for the agency. DCHR shall post a list of agency SHOs on its website and update it as necessary.

2. DCHR shall develop reporting forms for disclosure of dating, romantic, and sexual relationships and for applications for waivers of the prohibition on relationships in the chain of command.

3. DCHR shall work with agencies to verify that all employees have completed the annual training on sexual harassment required by Section V.A.1.e. of this Order.

4. DCHR, working with the Office of the Chief Technology Officer, shall create a means through Peoplesoft for employees to acknowledge their receipt of the Order and agreement to comply with its provisions.

5. DCHR, in consultation with OHR, shall review, update, and provide training materials for agency SHOs, including training on investigative techniques.

6. DCHR shall establish qualification standards for SHOs and verify each SHO's qualification to serve as a SHO.

7. DCHR, in consultation with OHR and the Sexual Harassment Task Force, shall create and disseminate training and collateral materials on this Order, the sexual harassment provisions of the D.C. Human Rights Act, and other sexual harassment law and policy, to all agencies under the direct authority of the Mayor and to such independent agencies as may request access to DCHR materials. The training and collateral materials should be tailored to employees in various roles, such as senior officials, managers, attorneys, human resources personnel, and new or existing employees, and should take into account that many District Government employees work primarily in the community and may not have regular access to computer-based training modules.

J. Office of Human Rights (OHR)

1. OHR shall develop training for EEO officers on the standards of the D.C. Human Rights Act, including the changes made by the Human Rights Enhancement Amendment Act of 2022.

2. OHR shall provide consultative services to DCHR and the Sexual Harassment Task Force in creating and disseminating training and collateral materials on this Order, the sexual harassment provisions of the D.C. Human Rights Act, and other sexual harassment law and policy, to all agencies.

3. OHR shall provide a template notice to agencies for agencies to post where the agencies can fill in the name of their SHO and alternate SHO and providing basic information on the prohibition against sexual harassment, how to report, and confidentiality, pursuant to Section V.E.4.d. of this Order.

VI. PROHIBITION AGAINST RETALIATION

A. Retaliation Prohibited

Retaliating against a District Government employee for reporting or filing a claim of sexual harassment, assisting another person in reporting or asserting a claim of sexual harassment, opposing sexual harassment, acting as a witness in a sexual harassment investigation, refusing to follow orders that would result in sexual harassment, intervening to protect others from sexual harassment or advances, or challenging an allegation of sexual harassment, is strictly prohibited. Employees shall not be penalized as a result of their assertion of their rights under the D.C. Human Rights Act or providing truthful information in connection with an investigation (whether on behalf of a complainant or a respondent). Retaliatory behavior may include, but is not limited to, unwarranted reprimands, unfairly downgrading personnel evaluations, transfers to less desirable positions, verbal, or physical abuse, and altered and more inconvenient work schedules. Employees found to have engaged in retaliatory behavior shall be recommended for appropriate disciplinary action, up to and including termination.

B. Process for Alleging Retaliation

Claims of retaliation are generally beyond the scope of the investigatory authority of agency SHOs because SHOs may not be trained in assessing the legality or validity of managerial decisions such as evaluations and assignments and investigations into retaliation would be difficult to conduct in the rapid timeframe set forth in this Order. Employees who believe they have been retaliated against must file a complaint with an EEO Counselor within one hundred and eighty (180) days of the alleged retaliation and subsequently file a complaint with OHR within fifteen (15) days of receipt of the Exit Letter if the employee is not satisfied with the outcome of EEO counseling.

VII. LIMITS

Lodging a complaint regarding sexual harassment does not shield an employee from all discipline or discharge. Agencies may discipline or separate a complainant if the agency is motivated by non-retaliatory and non-discriminatory reasons that would otherwise result in such discipline or separation.

VIII. CONFIDENTIALITY

A. Protecting confidentiality is critical to encouraging victims of sexual harassment to come forth and share their stories. It encourages witness cooperation and protects the reputations of those involved. For those reasons, SHO investigations should be kept confidential.

B. Confidentiality is not absolute. SHOs must disclose information to the alleged harasser for the alleged harasser to have a full and fair opportunity to respond. SHOs may have to disclose information to witnesses to gather more information from them. SHOs must keep agency General Counsels updated for reporting purposes and for investigation support purposes. SHOs also may have to disclose criminal conduct or threats to law enforcement. SHOs should not make pledges of total confidentiality.

C. Investigative reports are confidential, highly private, and deliberative and shall not be released without a court order. Neither the complainant nor the alleged harasser shall be provided with a copy of the investigative report.

D. SHOs, the agency, and MOLC shall take all reasonable steps to ensure that no information contained in the complaint file is disseminated except in furtherance of the investigation; for entry into E-risk or another risk management system; to assist in resolution of the allegations; as necessary for execution of any consequences stemming from the investigation; when lawfully released; or when required by court order.

IX. TIMELY FILING AND STATUTE OF LIMITATIONS

Complaints of sexual harassment shall be reported as promptly as possible. Agencies should investigate alleged acts of sexual harassment beyond the legal statute of limitations, or deadlines otherwise provided by regulation or collective bargaining agreement, taking into consideration the sensitive nature of the alleged offense, the pressure the complainant may have felt not to report the conduct, when the victim became aware of behavior that was not immediately apparent, or a pattern of harassing behavior that developed over time. Some remedies or sanctions may be unavailable due to delays in filing, but even delayed investigations may yield information to the agency in its ongoing efforts to prevent and remediate sexual harassment or may add to the credibility of similar, future allegations should a pattern emerge of allegations against a particular person or practice.

X. RECORDS

A. Agencies shall maintain records of complaints and investigations conducted for three (3) years from the date of the complaint.

B. For each fiscal year, each agency shall track how many complaints of sexual harassment were made by the agency's employees; were made about its agency employees by customers/clients of the agency; grantees or contractors of the agency, and how many complaints were made of sexual harassment of the agency's employees by customers/clients, grantees or contractors, or members of the public during the agency's duties.

C. In addition to the number of complaints, agencies shall track how many matters were investigated; were resolved by mediation; were substantiated; were deemed unsubstantiated; resulted in administrative or disciplinary action against one or more individuals determined to have violated this Order or sexually harassed the complainant; have resulted in legal action; have resulted in a settlement (including the amount of any financial settlement); and how many are pending. Pursuant to the Sexual Harassment Data Collection Act, annual fiscal year data required to be produced under D.C. Official Code § 1-546.02 shall be transmitted to the Office of Human Rights on or before October 15 of each year.

D. Centralized reporting, however, should be ongoing, and agencies are directed to submit such interim, monthly, or quarterly reports as may be requested by DCHR, the MOLC, OHR, or the Sexual Harassment Task Force, and to enter incidents into E-Risk as directed.

E. Any warnings to an employee(s) to halt a particular type of behavior – whether generally or as to a particular employee(s) – shall be recorded and transmitted to the agency's human resource office and to the Mayor's Office of Legal Counsel. In the context of addressing complaints of sexual harassment, any other interventions made for an employee, customer/client, grantee or contractor shall also be recorded, whether or not they arose from an informal counseling session, a complaint of sexual harassment, a complaint regarding behavior in a dating, romantic, or sexual relationship, anonymous report, or any other means.

XI. CONCURRENT REMEDIES AND JURISDICTION

A. Non-Exclusivity of Remedies

This policy is intended to supplement or be an alternative to other processes that allow persons to complain of sexual harassment. The procedures established by this Order are separate and distinct from other options persons with grievances relating to sexual harassment may have, through the Office of Human Rights, the Equal Employment Opportunity Commission, any grievance procedure available under their collective bargaining agreement, ethics complaint and investigation processes administered by the Board of Ethics and Government Accountability, or any other statutory or regulatory complaint process. Filing a complaint under this Order does not stay or delay any filing deadlines in any other forum.

B. Filing a Formal Complaint with the Office of Human Rights

In addition to pursuing action within the agency, an alleged victim of sexual harassment, or a person acting on the victim's behalf with or without the victim's consent, may report a sexual harassment claim within one year of the alleged harassment or its discovery to OHR using its Intake Questionnaire Form. EEO counseling is not required prior to the filing of a complaint with OHR.

C. Filing a Complaint with the Equal Employment Opportunity Commission

Some complaints may fall within the jurisdiction of the federal Equal Employment Opportunity Commission.

D. Relationship and Remedies under Negotiated Grievance Claims

Filing a report or complaint under this policy does not satisfy the requirements for filing a negotiated grievance and obtaining remedies under a collective bargaining agreement, nor does the complaint under this Order delay the

time limits for initiating such a procedure. To pursue a negotiated grievance claim, the employee should file a grievance in accordance with the provisions of the applicable collective bargaining agreement.

E. Criminal Remedies and Referrals

1. Where there is an allegation of criminal misconduct, including for example, sexual assault, kidnapping, stalking, or a threat to do bodily harm, the agency may, after consulting its General Counsel, place the victim and/or the alleged harasser on administrative leave with pay pending final administrative resolution of the complaint or any criminal proceeding.

2. The complainant at his or her choice may report the alleged criminal violation to a law enforcement agency, including the Metropolitan Police Department ("MPD"). Where a criminal violation occurred, the agency shall recommend discipline of the perpetrator up to, and including, termination.

3. While it is generally the alleged victim's decision to report sexual harassment offenses for possible criminal prosecution, if during an investigation the agency uncovers evidence of ongoing crimes (such as sexual extortion of beneficiaries of government services) or criminal activity collateral to or extending beyond the reported allegations of sexual harassment, such as gun-related offenses, the agency shall notify law enforcement.

F. Crime Victim Hotline

The agency shall also remind complainants of sexual assault or other possible crimes of the existence of the DC Victim Hotline. The hotline, 1-844-443-5732, is available 24/7 by telephone, text, or online chat to seamlessly connect victims of crime to free resources to help them navigate the physical, financial, legal, and emotional repercussions of crime. Through the hotline, victims may be matched with an advocate who can help them decide whether to pursue a matter through the criminal justice process.

G. Courts of Law

This Mayor's Order is directed towards preventing and remedying sexual harassment in District Government operations and it does not preclude complainants from obtaining counsel and pursuing any remedies they may have in courts of law. The options discussed in this Order do not constitute legal advice; deadlines for filing, procedures, and substantive offenses or remedies may change over time.

XII. APPLICABILITY OF PERSONNEL RULES

Any proposed personnel action instituted under this Order is subject to the regulations set forth in the District of Columbia Personnel Manual at Title 6B of the District of Columbia Municipal Regulations.

XIII. SEXUAL HARASSMENT TASK FORCE

A. There is hereby established the Sexual Harassment Task Force as an internal task force comprised of representatives of the Office of Human Rights, the Mayor's Office of General Counsel, the Department of Human Resources, the Assistant City Administrator, and the Mayor's Office of Legal Counsel, as designated by the head of each office, and such other individuals as these members may invite to serve as additional members of the task force. The task force shall meet from time to time to develop and advise on trainings, make recommendations about needed policies, review draft regulations, and otherwise take action or recommend measures to fulfill the intent of this Order: including to reduce the incidence of sexual harassment, train employees on what to do when faced with inappropriate workplace conduct, including harassment, and provide additional, effective procedures for addressing inappropriate conduct of a sexual nature. The task force may invite experts and other individuals to participate in the meetings and deliberations of the task force.

B. The Sexual Harassment Task Force shall, no later than May 1, 2024, make recommendations in the following areas and shall provide such recommendations to the appropriate agencies with authority to carry out the

recommendations or make final decisions regarding them. The recommendations need not be in the form of a report and may remain deliberative discussion items until finalized and accepted:

1. Communications to District Government employees about the District's sexual harassment policies;

2. Updates to required trainings for SHOs and agency General Counsels;

3. Recommendations for building a workplace free from sexual harassment;

4. Any recommended adjustments to prohibitions and disclosures regarding dating, romantic, and sexual relationships; and

5. The performance and progress by the agencies named in this Order in completing the responsibilities assigned to them.

XIV. SUPERSESSION

This Order supersedes Mayor's Order 2017-313 and any other provision of a previous Mayor's Order or practice pursuant to that Mayor's Order, to the extent of any inconsistency.

XV. EFFECTIVE DATE: This Order shall become effective November 10, 2023.

_____

MURIEL BOWSER

MAYOR

ATTEST: _____

KIMBERLY A. BASSETT

SECRETARY OF STATE OF THE DISTRICT OF COLUMBIA

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Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director		
2. Chris Earley, Deputy Director		
3. Julia Wiley, General Counsel		
4. Bill Winston, Associate Director of Community Services	WW	9/29/2025
5. Ernest Merchant, Program Analyst	EM	9/26/25
6.		

SUBJECT:

Director's Comments:

Action							
APPROVAL ☒	CIRCULATE ☐	CORRECTION ☐	FILE ☐	FYI ☐	INVITATION ☐	MEETING ☐	SIGNATURE ☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Greater Washington Urban League NBAP FY26 Housing Services $350,000.00

Grant 2025-03

Originating Office

FROM: E. Merchant	TELEPHONE NUMBER:
DATE: 9/26/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE:

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston WW
Associate Director of
Community Services

From: Ernest Merchant EM
Program Analyst

Date: September 26,2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Greater Washington Urban League**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$350,000.00**
ATTACHMENTS:	**FY25 Executed Grant Agreement #2025-03** **FY26 Grant Modification Agreement #2025-03** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-03
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

MODIFICATION OF GRANT AGREEMENT
BY AND BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
AND
GREATER WASHINGTON URBAN LEAGUE, INC.

This Modification of Grant Agreement (the **"Modification"**) is entered into as of the _____ day of October 2025, (**"Effective Date"**), by and between the **District of Columbia**, a municipal corporation (hereinafter sometimes referred to as the **"District"**), acting by and through the District of Columbia Department of Housing and Community Development (hereinafter referred to as the **"Grantor"** or **"DHCD"**), and **Greater Washington Urban League, Inc.** [Entity Identifier J81NAZPM6R39], a non-profit corporation organized and existing under the laws of the District of Columbia, (hereinafter sometimes referred to as the **"Grantee"**) with its principal place of business at 2901 14th St NW, Washington, DC 20009. The Grantor and Grantee shall be together referred to as the "Parties."

RECITALS:

1. DHCD, with offices at 1909 Martin Luther King, Jr. Avenue, SE, Washington, DC, 20020, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program pursuant to the District of Columbia Community Development Act of 1975 (D.C. Official Code § 6-1001 *et seq.*) and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Parties entered into a Grant Agreement (DHCD Contract No. 2025-03) **("Grant Agreement or "Agreement")** effective on February 1, 2025, that memorialized a funding award to Grantee derived from the District's Community Development Block Grant Program ("CDBG") Grant allocation for the purpose of providing a range of HUD housing counseling services that benefit low and moderate-income persons in the District of Columbia for the period from February 1, 2025 through December 31, 2025. (**"Grant Term"**). The Grant Agreement is attached hereto as ***Exhibit A*** and incorporated herein.

3. Section III.C. of the Grant Agreement included an erroneous statement regarding immigration status of Grant services beneficiaries.

4. Pursuant to Section XXII. of the Agreement, the Parties desire to amend the Agreement to correct that erroneous statement and for other purposes.

NOW, THEREFORE, in consideration of the mutual agreements of the Parties set forth herein, the Parties hereby agree as follows:

1. The above recitals are hereby incorporated and made a part of this Amendment.

2. Capitalized terms used in this Amendment that are not defined herein shall have the meanings given to such terms in the Grant Agreement.

3. **Section III. Grant Award Subsection C. Paragraph 1**
The second sentence, to include footnote 5 for a Housing Counseling Services Grant or footnote 7 for a Small Business Services Grant is deleted. **This change is retroactive to the Grant Effective Date.**

4. **Section IV. Grant Term and Periods of Performance**
The Grant term and Periods of Performance are revised. The text in the first paragraph of Section IV. is deleted and replaced with the following text:

*The term of this Agreement shall commence on the Effective Date and continue through September 30, 2026 (**"Grant Term"** or **"Term"**). There are two Performance Periods during this Term. The first Performance Period begins on the Effective Date and ends on September 30, 2025. The second Performance Period begins on October 1, 2025, and ends on September 30, 2026.*

5. **Section III. Grant Award** is amended to add a new subsection B. to read as follows:

*B. The Grant Award is amended to authorize a budget for Grant services to be provided during the Performance Period that begins October 1, 2025, and ends on September 30, 2026. (**"FY 2026 or FY 26"**). Total Grant authority in FY 26 shall not exceed **Three Hundred Fifty Thousand Dollars and No Cents [$350,000.]**.*

The FY 2026 Grant funding is allocated as follows:

Sources and Uses of Funds:

Public Service ("PS") [CDBG EN]	*$293,250.*
NRSAs Ward 7 and Ward 8 [CDBG EN]	*$ 56,750.*
TOTAL CDBG [EN]	*$350,000.*
TOTAL AWARD [All Sources]	*$350,000.*

Notwithstanding the designated source of funds, the Grantor reserves the right to provide funding from another source(s). In all cases, applicable Federal and District laws and regulations shall apply regardless of the source.

The FY 26 funds will be used to fund a range of services which HUD has defined as (insert one of the following)

- ***Housing Counseling Services: Public Services and Non-Public Services provided by a HUD Approved Counseling Agency ("HCA").***

The specific Grant activities are described in ***Exhibit B*** *attached hereto, which includes:*
(a) the Statement of Work,
(b) The Grantor approved Workplan

(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as ***Exhibit C****. and incorporated herein. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.*

6. The Parties agree that this Modification does not otherwise affect or impair their obligations under the Grant Agreement, and all terms, conditions and obligations of the Grant Agreement, not amended herein, shall continue in full force and effect as prescribed in the Grant Agreement.

7. This Modification shall be binding upon and inure to the benefit of the Parties to this Agreement and to their successors and assigns and continue so long as the Grant Agreement is effective.

8. Grantor and Grantee agree that if any of the terms and conditions contained herein shall contradict any of the terms and conditions in the Grant Agreement, the terms and conditions contained herein shall prevail.

IN WITNESS WHEREOF, the Parties have executed this Modification by and through their duly constituted and authorized officers and agents on the day and year first hereinabove written.

[Signature pages follow]

GRANTOR SIGNATURE PAGE

DISTRICT OF COLUMBIA, a municipal corporation acting by and through the Department of Housing and Community Development

By: _____
Colleen Green
Director

_____
Date

Legal Review:

By: _____ Date: _____
Office of the General Counsel
Department of Housing
and Community Development

GRANTEE SIGNATURE PAGE

GREATER WASHINGTON URBAN LEAGUE, INC.
a District of Columbia nonprofit corporation

By: _____
George H. Lambert , Jr.
President & Chief Executive Officer

_____
Date

DHCD Contract No. 2025-03
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT A

FY 2025 Grant Agreement

DHCD Contract No. 2025-03
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT B

FY 2026 Statement of Work
and
Workplan

DHCD Contract No. 2025-03
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT C

FY 2026 Budget

Applicant's Name: Greater Washington Urban League
RFA FY25

Services to be provided in FY26

The Grantee is funded to provide the service(s) identified herein *(see below)*. Services are to be provided by the Grantee in accordance with the description, conditions and procedures identified in Section 3.2 of the RFA FY25 for Housing Services (incorporated herein by reference); provided however, DHCD may alter descriptions, conditions and procedures at any time.

Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A4: Inclusionary Zoning Orientation
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program

FY26 Housing Counseling Services Workplan

Organization Name:	Greater Washington Urb
Grant Number:	2025-03

Performance Period: 10/1/2025 to 09/30/2026

RFA Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	NRSA Ward 7 & 8 All Services	Total
A1	HUD Housing Counseling		Number of First Time Homebuyers Purchasing Homes	Public Service or NRSA	$66,481.50	$12,868.50	$0.00	$79,350.00
A1			Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		80	Number of 1:1 Counseling Sessions (Budget & Credit)					
A1			Number of unduplicated households					
A1		60	Number of 1:1 Homebuyer Counseling Sessions					
A1			Number of unduplicated households					
A2	8-Hour Homebuyer Class	6	Number of 8-hour Homebuyer Educations Classes	Public Service or NRSA	$23,124.00	$4,476.00	$0.00	$27,600.00
A2		60	Number of Attendees of 8-hour Homebuyer Classes					
A2		60	Number of DHCD Certificates issued					
A4	IZ/ADU Orientations	24	Number of IZ Orientations Conducted	Public Service or NRSA	$46,248.00	$8,952.00	$0.00	$55,200.00
A4		3120	Number of Attendees at IZ Orientations					
A4		3120	Number of DHCD Certificates issued					
A7	General Housing Services & Information (Group Training)	6	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)	Public Service or NRSA	$23,124.00	$4,476.00	$0.00	$27,600.00
A7		72	Number of Attendees at Financial Literacy Trainings					
A7		6	Number of Homebuyer Clubs Meetings					
A7		90	Total of Attendees at Homebuer Club Meetings					
A7		6	Number of group trainings or workshops not reported in other categories					
A7		90	Number of Attendes at group trainings or workshops not reported in other categories					
B10	Eviction Counseling		Number of Eviction workshops	Public Service or NRSA	$5,781.00	$1,119.00	$0.00	$6,900.00
B10			Number of Attendees at Eviction workshops					
B10			1:1 Eviction Counseling					
B10			Unduplciated households 1:1 Eviction Counseling					
B10		100	Number referred to Attorney(s) for Legal Services					
B10			Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)					
B10			Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)					
B10			Number Evictions Prevented					
B11	SFRRP	1	Number of SFRRP Orientations conducted (required)	Public Service or NRSA	$17,343.00	$3,357.00		$20,700.00
B11		30	Number of 1:1 Intake sessions					

Marketing	MARKETING AND OUTREACH	1	Housing Fairs	Public Service or NRSA	$4,200.00	$800.00		$5,000.00
Marketing		4	Other Tabling Events					
Marketing			Flyers Distributed					
Marketing			Social Media Posts (Facebook, LinkedIn, Instagram)					
Marketing			Mailings					
Marketing		1	Paid Advertizing (display ads in print)					
Marketing			Other					
Marketing			Other					
	TOTALS				**$293,250.00**	**$56,750.00**	**$0.00**	**$350,000.00**

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
RESIDENTIAL & COMMUNITY SERVICES (NBA)
Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	
PERIOD OF PERFORMANCE:	**10/1/2025 to 09/30/2026**
FISCAL YEAR:	**FY 2026**
TYPE OF ACTIVITY:	**HOUSING COUNSELING & SERVICES**

Instructions: *Please add rows as needed.*

Cost Category	Oct/Nov/Dec	Jan to Sept	Total
Personnel (Salary & Fringe)	$57,724.43	$180,148.51	$237,872.94
Consultants	$0.00	$0.00	$0.00
Space	$7,125.00	$21,375.00	$28,500.00
Professional Fees (include Credit Reports)	$435.00	$1,305.00	$1,740.00
Communication & Computing	$1,590.00	$4,962.89	$6,552.89
Consumables (Supplies)	$250.00	$750.00	$1,000.00
Marketing & Outreach	$0.00	$5,000.00	$5,000.00
Staff Training & Development	$2,500.00	$7,500.00	$10,000.00
IT Services & Support (professional fees)	$2,050.00	$6,150.00	$8,200.00
Membership dues	$0.00	$1,000.00	$1,000.00
Audit Fees	$0.00	$2,500.00	$2,500.00
Printing & Publication	$591.00	$1,391.00	$1,982.00
Total Direct Cost	$72,265.43	$232,082.40	$304,347.83
Total Indirect Costs (De Minimis Cost Rate up to Max 15%)	$10,839.82	$34,812.35	$45,652.16
Total Costs	$83,105.25	$266,894.75	$350,000.00

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
RESIDENTIAL AND COMMUNITY SERVICES (NBA)

Budget Form A (3-2): Personnel Information

Rev. 06/25/2025

ORGANIZATION NAME:	Greater Washington Urban League
FISCAL YEAR:	FY 2026
BUDGET PERIODS:	10/1/2025 to 9/30/2026
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Oct/Nov/Dec Hourly Rate	Q1 # of Hours	Jan-Sept Hourly Rate	Jan-Sept # of Hours	Total Costs
Program Director	Lewis, Sherry	$61.90	25.20	$61.90	78.80	$6,437.68
Associate Director	Palmer, Sabrina T	$54.47	201.60	$54.47	630.40	$45,316.04
Program Manager	Brown, Linda	$37.14	378.00	$37.14	1,182.00	$57,941.21
Housing Counselor	Edmonds, Steven	$32.19	201.60	$32.19	630.40	$26,591.00
Housing Counselor	vacant	$31.25	302.40	$31.25	945.60	$39,283.50
Program Assistant	Thomas, Destini	$27.23	201.60	$27.23	630.40	$22,658.02
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
Personnel Subtotals				**Personnel Subtotals**		$198,227.45
Fringe Benefits (Max 20%)				**Fringe Benefits (Max 20%)**		$39,645.49
Total Grant Personnel Costs				**Total Grant Personnel Costs**		$237,872.94

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director		3/24/25
2. Chris Earley, Deputy Director		3/21/25
3. Julia Wiley, General Counsel	WLW	3/19/25
4. Bill Winston, Associate Director of Community Services		3/14/2025
5. Ernest Merchant, Program Analyst		3/14/25
6.		

SUBJECT:

Director's Comments:

Action

APPROVAL	CIRCULATE	CORRECTION	FILE	FYI	INVITATION	MEETING	SIGNATURE
☒	☐	☐	☐	☐	☐	☐	☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Greater Washington Urban League NBAP FY25 Housing Services $234,500.00

Grant 2025-03

Originating Office

FROM:E. Merchant	TELEPHONE NUMBER:
DATE:3/14/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE:

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

REV 1.0 10/25/23

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

MAR 24 2025

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel/OGC

Through: Bill Winston WLW
Associate Director of
Community Services

From: Ernest Merchant
Program Analyst

Date: March 14, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Greater Washington Urban League**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$234,500.00**
ATTACHMENTS:	**FY25 Grant Agreement #2025-03** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-03
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

DISTRICT OF COLUMBIA.

COMMUNITY SERVICES
HOUSING COUNSELING SERVICES

GRANT AGREEMENT

BY AND BETWEEN
THE DISTRICT OF COLUMBIA
AND

GREATER WASHINGTON URBAN LEAGUE, INC.

This Grant Agreement ("Grant" or "Agreement"), is made effective as of March 24, 2025, ("Effective Date"), by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the D.C. Department of Housing and Community Development (hereinafter referred to as "Department," "DHCD" or "Grantor") and Greater Washington Urban League, Inc., a District of Columbia non-profit corporation Grantee [DUNS No. Unique Entity Identifier (UEI) J81NAZPM6R39] (hereinafter referred to as "Grantee") with its principal place of business at 2901 14th St NW Washington DC 20009. Grantor and Grantee shall be collectively referred to herein as the "Parties."

RECITALS

1. The Department with offices at 1909 Martin Luther King Jr Avenue SE, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975, D.C. Official Code§ 6-1001 *et seq.*, and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Department is authorized to fund community based non-profit organizations that provide housing counseling services for low- and moderate-income persons.

3. On June 7, 2024, the Department published a Notice of Funding Availability ("NOFA") in the D.C. Register, which announced the forthcoming issuance of the Fiscal Year ("FY") 2025 Request for Applications ("RFA") for the Neighborhood-Based Activities Housing Counseling Services Program ("HCSP"). The RFA was issued on June 21, 2024, that solicited applicants to provide services to District of Columbia ("District") residents as a part of the Department's HCSP. HCSP includes Public Services ("PS"), and Non-Public Services ("NPS") as defined in Section I herein. U.S. Department of Housing and Urban Development ("HUD") approved counseling agencies employing one or more certified HUD counselors are eligible to provide both PS and NPS services, while organizations which do not have HUD approval status may provide PS services only. The RFA included an opportunity for applicants to provide one or more of seventeen (17) services listed in the RFA. These services include HUD-approved counseling in keeping with 24 CFR 5.100 and related Federal regulations (in 2 CFR Part 200, and 24 CFR Part 214) as well as services related to local DC programs which are administered by the Department. The RFA and the requirements set forth therein are also incorporated by reference herein.

4. The Grantee's RFA application demonstrates that its organization possesses project management, and organizational and administrative capacity to successfully perform as a nonprofit grant subrecipient under the Department's HCSP, and accordingly DHCD has determined to award a grant to the Grantee in FY 2025 ("25" or "2025").

5. The Grantor proposes to fund HCSP grant activities in FY 2025 from its allocation of Community Development Block Grant ("CDBG") funds authorized by Title I of the U.S. Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), 24 CFR Part 570.

6. As a condition precedent to disbursement of the Grant proceeds to Grantee for the sole and exclusive purposes described in Exhibit A (which includes the "Statement of Work" and the approved "Workplan", both attached hereto and made a part hereof), the Department requires that Grantee enter into this Agreement setting forth the terms and conditions of the Grant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are hereby incorporated by reference and made a part hereof.

Section I. Definitions.

A. As used herein, the following terms shall have the meanings indicated:

a) **Fiscal Year**: All references to Fiscal Year(s) ("FY") herein refer to the District Government fiscal year which is October 1st to September 30th
b) **Neighborhood Revitalization Strategy Area** ("NRSA") refers to the HUD approved areas of Wards 7 and 8 which have been designated as strategic areas for revitalization. Services to Ward 7 and Ward 8 regardless of whether Public Service or Non-Public Service, attributed to the NRSA.
c) **Non-Public Services** refers to 24 CFR 5.100 counseling services provided to clients in connection with the purchase of a specific home. All other 24 CFR 5.100 counseling is Public Service.
d) **Public Services** refers to all other services and may include group training and/or one on one counseling.
e) **Performance Periods**: The Performance Period is defined as the start date and end date for which Grant funds are awarded to execute an approved Workplan and Statement of Work in keeping with the RFA for FY 2025. (See Section IV below.)

Section II. Exhibits.

The Exhibits listed below and the terms and conditions of the same are incorporated herein and made a part of this Agreement.

A. Services to be Provided
- Statement of Work
- Section 3 from the FY 25 RFA: Services
- Workplan as approved by the Grantor

B. Budget
- Schedules A (3-1) and A (3-2) for the First Performance Period

C. Required Reporting Forms
- Monthly Performance Report on group trainings/orientations/workshops and one on one counseling (in connection with the Statement of Work and Workplan), as well as reports on DHCD certificates issued, outreach and marketing activities, and upcoming group trainings.

- Quarterly Beneficiary Data and Demographics for each of the following (a) PS, (b) NPS, and (c) NRSA activities.
- Quarterly Language Access Report (Optional)
- Quarterly Banking Report (as applicable)
- Quarterly Procurement Report (as applicable)
- Quarterly Submission of Minutes of Board of Directors Meetings

D Method to determine Client Eligibility for Services
E Budget Modification Form
F Drug Free Workplace Certification
G Service Area Eligibility
H Insurance Requirements
I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Section III. Grant Award

A. The Department shall make a Grant of the District's CDBG Entitlement Grant Federal Award No: B-24-MC-11-0001 ("CDBG Federal Award") to Grantee in an amount not to exceed Two Hundred Thirty-Four Thousand Five Hundred Dollars and No Cents ($234,500.00)(the "Grant") and is allocated as follows:

Sources and Uses of Funds:

NRSAs Ward 7 and Ward 8 [CDBG EN]	$ 56,630.00
TOTAL CDBG [EN]	$ 56,630.00
LOCAL FUNDS	$ 177,870.00
TOTAL AWARD [All Sources]	$ 234,500.00

Notwithstanding the source of funds designated above, the Grantor reserves the right to provide funding from another source(s). In all instances, applicable Federal and District laws and regulations shall apply regardless of the funding source. The Grant award shall be used to fund a range of services which HUD has defined as Housing Counseling Services: Public Services and Non-Public Services by a HUD Approved Counseling Agency ("HCA").

The specific Grant activities are described in Exhibit A (attached hereto) which includes
(a) the Statement of Work,
(b) Lines of Services - Section 3.2 of the Request for Applications (RFA), and

(c) The approved Workplan
(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

C. The Grant services will benefit low-and-moderate income persons living in the District of Columbia. In keeping with recent Presidential Executive Orders, Grantees should only use grant funds for US citizens and should maintain such documentation to prove citizenship.[13]

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as Exhibit B. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.

D. The Catalog of Federal Domestic Assistance ("CFDA") number is 14.218.

E. The Uniform Administrative Requirements for Federal Grants are applicable to this grant award and are available online at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1. Also, the Grantee must comply with the Community Development Block Grants regulations 24 CFR part 570 that govern this award and other related HUD regulations, which are incorporated herein by reference.

Section IV. Grant Term and Periods of Performance

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2025. During this term, there are two Performance Periods. The First Performance Period is the Effective Date to September 30, 2025. The Second Performance Period is October 1, 2025, to December 31, 2025.

Funding for each Performance Period is in the sole discretion of the Grantor and requires meeting all due diligence requirements prior to award.

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[13] Examples of such document may include copies of unexpired state issued Real ID identification or driver's license, unexpired US passport or US passport card, active duty Military ID, current Green Card or Naturalization documents with state issued photographic identification.

The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of Grant funds or other Grant assets.

Section V. Statement of Work/CDBG Eligible Activities/Eligible Costs/Business Operations

A. CDBG Eligible Activities

1. Grantee shall use the CDBG Grant proceeds solely to fund Grantor-approved service activities that are intended to provide services and empower low- and moderate- income persons in the District of Columbia to make informed housing choices and achieve their housing goals, whether it's finding affordable rental housing, purchasing a home or obtaining financial assistance for critical home repairs.

The best way to provide this critical information to a client in order to assist them in their decision-making process is to adhere to 24 CFR 5.100[14] [in which a HUD certified counselor conducts (1) intake (2) financial and housing affordability analysis with affordability calculation (3) an action plan and (4) follow-up counseling to implement the action plan and achieve its stated goals].

The Grant services to be provided are described in Exhibit A. This description includes the major tasks, activities and project deliverables to be provided under this Grant. The Grantor reserves the right to alter or change the District of Columbia program requirements including eligibility, services provided, service methodology, service delivery and program goals during the performance period.

The proposed Grant activities are CDBG eligible activities pursuant to 24 CFR 570.201(e).

2. Grantee shall sponsor outreach events that inform the community about the Grant activities and participate in other community events as requested by Grantor.

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[14] 24 CRF 5.100: "Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling."

3. The Grantee must retain records which demonstrate that each activity funded under this Grant is CDBG eligible and document the amount of CDBG funds expended for each activity. This includes the activity itself, the outcomes, and the records concerning beneficiaries in keeping with subsection (B)(2) below receiving services. Any authorizations needed together with beneficiary statistical information should be obtained by the Grantee during intake or registration. HUD does not grant exceptions or authorize the District to make exceptions to this requirement.

B. CDBG National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention of slums or blight; 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. The Grantee certifies that the CDBG-assisted activities to be carried out under this Agreement will meet the National Objective of primarily benefiting low- and moderate-income persons (limited clientele activities) in accordance with Federal and District Requirements. The minimum threshold requires that at least 51% of the households served with CDBG funding must be low- and moderate-income households; provided however, that a Grantee whose application claimed additional scoring points for agreeing to provide Grant services to more than 51% low- and moderate-income beneficiaries, must adhere to the percentage they elected in their application.[15]

In accordance with the Grantee's election in their Application for a grant award and for receiving additional points in scoring, the Grantee has agreed to exceed the minimum requirement and to serve at least 90% low- and moderate-income beneficiaries.

Note: This percentage cannot be decreased as it was used for scoring in a competitive round of funding.

4. The Grantee shall disclose to any client that services are provided free of charge by a Grant funded by DHCD using Federal funds and therefore the Grantee has certain reporting

[15] In responding to the RFA published June 21, 2024, applicants were given the opportunity to receive additional points in scoring for committing to exceed the CDBG minimum threshold to either a 75% minimum or a 90% minimum.

requirements in order to provide the Grant services free of charge. The Grantee shall use appropriate forms to obtain a client authorization, as required, to comply with the terms of this Agreement and to meet HUD reporting requirements,

C. Staffing

Where HUD requires services are to be provided by a Certified HUD Housing Counselor, the Grantee shall comply with that requirement and not permit services reserved to HUD certified counselors to be provided by others.

To the extent applicable, Grantee agrees to secure the services of qualified personnel that are licensed and bonded in the District of Columbia to perform the CDBG Federal Award activities and services listed in Exhibit A.

Any changes in personnel or their general Grant responsibilities as set forth in Exhibit A are subject to the prior written approval of DHCD. In this regard, it is essential that the Grantee immediately report terminations and proposed new hires to the Grantor.

D. Business Operations

1. Grantee shall observe business hours of operation onsite in their service location(s) that align with District Government hours of operation specifically Monday through Friday 9:00 am to 4:30 pm (DC holidays excepted)[16] and shall ensure that sufficient staff are on site at Grantee's place of business to carry out Grant services.

2. During the hours of operations, Grantee shall have live answered telephones for incoming calls. If the Grantee's phone system utilizes an auto-attendant function or voicemail, announced option to the caller must include an option to press a certain key (such as "0" for an Operator) to be connected to a staff person in real time who can answer and field questions, redirect a caller to a staff person who can address a caller's inquiries, or provide registration information. DHCD and other DC agencies such as the Office of the Attorney General may check Grantee's compliance with this requirement from time-to-time.

[16] DC Holidays include New Year's Day, Dr. Martin Luther King, Jr. Holiday, Washington's Birthday, DC Emancipation Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Day.

E. Grantee may offer clients virtual appointments as well as virtual group informational or educational activities, but Grantee shall also provide clients an option for in-person services (including both in-person one on one appointments as well as some in-person group informational or educational activities.) The Grantee shall not refuse in-person services to DC residents.

F. Housing Resource Center (HRC) and Late Night Hours: As required by the RFA, "Applicants selected for the award shall participate (in a regular rotation) in staffing onsite at the Department's Housing Resource Center (HRC). The HRC provides services to DC residents by appointment and walk-ins." The HRC is located in the Grantor's offices at 1909 Martin Luther King Jr Av SE. The HRC coordinator, in conjunction with the Associate Director for Community Services, will develop a schedule in consultation with Grant subrecipients for staffing the HRC on a rotating basis on weekdays.

RFA applicants were awarded additional points in their score by committing to "Extended Office Hours." The options included providing office hours until 7:00 pm at least one (1) day a week in their office location and/or until 7:00 pm at least two (2) days a month in the HRC.

In accordance with the Grantee's selection in their Application for grant award and funding, the Grantee has committed to serve Extended Office Hours No Commitment to Extended Office Hours in either location.

Section VI. Disbursement/Required Support Documentation

A. <u>Reasonable, Allowable, Necessary, Allocable</u>

1. Grantee may request reimbursement for actual expenses incurred to provide services and as described in the Grant Budget (A 3-1 and A 3-2). Requests must meet all four criteria: reasonable, necessary, allowable, and allocable. (2 CFR 200.305)
   a. ***Allowable costs.*** Reimbursements are limited to the expenses directly related to activities supported by the grant activities and are subject to the regulations of the Federal and District Governments. Expenses related to activities should be necessary, reasonable, allowable and allocable.
   b. ***Limitations on allowable costs.*** A grantee may not use an indirect cost rate to determine allowable costs under its grant.
   c. **Some *Unallowable costs.*** Expenses that are not allowable include (but are not limited to) sales tax, late fees, debts, tips & gratuities, food, alcohol, controlled substances, cash reserves or investments, money given to individuals (including

donations, grants or loans), contributions to organizations, costs of fundraising, fund development, grant writing, advocacy, lobbying, and purchase of goods or services for personal use or benefit.

2. In addition, Grantee must demonstrate to the reasonable satisfaction of the Grantor that Grant performance milestones have been achieved. All requests for payment of eligible expenses shall be associated with the budget line items specified in Exhibit B (Budget Schedule A (3-1), estimated cost invoices and satisfactory Grant performance.

3. Grantees may not be reimbursed for expenses paid through Cash app or other similar peer-to-peer payment platforms, since such platforms create issues for recordkeeping, auditability, and compliance with grant regulations.

4. The Grantee shall not supplant funds or seek reimbursement for expenses that may be reimbursed by another grant (Federal, District, or private) either prior to or subsequent to reimbursement by the Grantor.

5. The Grantee must have the capacity for bookkeeping and accounting services required to track Grant expenses and create payment requests in keeping with Federal and District requirements, either on staff or by a third-party contractor.

6. The Grantee shall create and submit payment requests in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the Grantee to create and submit invoices by selecting the applicable purchase order number which is listed on the Grantee's profile.

7. All Grantees must be registered in the portal prior to invoice submission. The vendor portal website is **https://cfo.dc.gov./supplier_portal**. Please log onto the portal for further details and instructions. Questions can be submitted to suppliers@dc.gov.

B. Form of Submission of Payment Requests

1. The cover sheet to the reimbursement package must be the 30A Form of the Department [RCSD DHCD 306A Revised October 2024]. No other cover sheet is needed. This form should contain the Purchase Order Number, the IDIS Number, and the Partial Payment Number in accordance with Department's guidelines.

Payments requests are contingent upon certification by the Grantee in the following form as contained on the 306A (RCSD DHCD 306A Revised October 2024). The Certification is to be made by the chief executive officer, or the chief financial officer or the chief operations officer if the Governing Board has authorized this officer to act on behalf of the board to sign.

"I certify that all items, quantities and prices of work and material shown in the requisition are correct to the best of my knowledge and belief. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information , or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812." (2 CFR 200.415)

2. Page 2 and Page 3 shall be the Reimbursement Request A 3-1 and A 3-2.

3. Page 4 shall be the Invoice Cover Sheet with:
   a. A unique identifier (e.g. a row number or brief alphanumeric code) shall be assigned by the Grantee to non-personnel invoices and with the same unique identifier marked on each and every supporting document (e.g. receipt, proof of payment, cancelled checks, contracts, scopes of works, services rendered, vendor statement or document, Grantee's notes) submitted. The unique identifier shall be listed on the invoice cover sheet.
   b. Vendor's name
   c. Remittance address
   d. Invoice number
   e. Invoice date
   f. Contract number (also known as Grant Number)
   g. Purchase order number (if any)
   h. Invoice Amount
   i. The Amount which the Grantee is requesting reimbursement
   j. Quantity of goods/services delivered. Deliverables. Shipping and payment terms
   k. Other substantiating documentation that justifies and supports the payment request.

4. Page 4 and subsequent pages as needed shall include the supporting documents for the reimbursement request including signed timesheets, payroll reports, invoices from vendors marked as described above. (See Section E below.)

C. HUD Related Requirements

1. Federal regulations require that reimbursement under the Grant is tied to (a) beneficiary data reporting and (b) program performance. Failure to meet reporting deadlines for performance and/or beneficiary service data will suspend temporarily the processing of Grantee payment requests. Staff unavailability does not waive the requirement to meet reporting deadlines, and Grantee shall ensure that adequate staff are trained or cross-trained to prepare and submit reports timely.

2. The Grantee should be aware that HUD maintains an *Integrated Disbursement and Information System* ("IDIS"), a database in which the Grantor must make reports during the performance period on each Grantee's account. HUD flags subrecipient accounts when reporting is not provided by a deadline. Such a flag shall constitute a default. Multiple flags or failure to meet the conditions for HUD to remove a flag may result in suspension or termination in keeping with Section XII (C) of this Agreement.

D. Schedule for Submission of Reimbursement Requests

1. Requests for reimbursement shall be submitted in a timely manner by the date due. Failure to meet a deadline shall constitute a default.

2. On the 10th day of each month, the Reimbursement Request shall be for the prior month; provided however, the September reimbursement request must be submitted earlier in October on the date specified by the Office of the Chief Financial Officer of the District of Columbia, which is usually between the 5th and 7th day of October. *(Grantee may wish to use other funding sources for the late September payroll to facilitate meeting the deadlines.)*

3. In order to close-out the grant by September 30th, the October request should be the only request submitted in September.

4. The monthly schedule for submission is as follows:

Month	Due Date
March	April 10th
April	May 10th
May	June 10th
June	July 10th
July	August 10th
August	September 10th
September	October 5th or 7th as specified by the DC CFO
October	November 10th
November	December 10th
December	January 10th
January	February10th
February	March 10th

5. As applicable, expenses incurred pursuant to a project commitment in IDIS that has been approved by the Grantor and are otherwise eligible for reimbursement at the Grantor's sole discretion, may be reimbursed, regardless of when those expenses were incurred.

E. Source Documentation

1. All costs and obligations incurred under this Grant Agreement must be supported by source documentation (e.g. invoices, receipts, contracts, canceled checks, etc.). Documentation may also include approved time distribution sheets and certified payroll reports for employees and contracts.

2. The Grantee must satisfy all documentary requirements to the reasonable satisfaction of the Grantor prior to the disbursement of Grant funds.

F. Requirements Applicable to Disbursed Funds/No Escrow

1. Grantee shall not escrow Grant funds. However, nothing shall prohibit the Grantee from supplementing funding for these activities from other sources including other grants, funders or donors.

2. Any cash advances disbursed pursuant to this Agreement must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate

cash requirements of the Grantee in carrying out the purpose of the Grant. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct Grant program or project costs and the proportionate share of any allowable indirect costs.

3. If at any time it is determined that more Grant funds are disbursed to Grantee than what was required by the Grantee's immediate disbursement needs, Grantee shall immediately return to Grantor the excess funds.

4. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations or fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee.

G. The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect cost rate, as further described in Section (C)(4) and Section (C)(5) (Reporting Requirements) below.

H. In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant proceeds within three (3) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant proceeds, unless another date shall be agreed to be the parties in writing. The Grantor reserves the right to recover such losses by any legal remedy available.

Section VII. Budget Modifications

A. Any amendments to the budget (change in the amounts specified in the individual cost categories set forth in Exhibit B). may be approved by the Grant Administrator, so long as the total amount of the budget is not exceeded.

B. Any increase in the total Grant amount must be approved by the Director of the Department. If the change is made at the request of the Grantee, the request shall be in writing dated and shall be submitted on a Budget Modification Form, attached hereto as Exhibit E.

1. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and dated using the appropriate excel format or the appropriate online portal if available.

2. The Grantee shall make modification requests by June 1st, to allow sufficient time for processing prior to the start of the fourth quarter of the fiscal year. No more than two modifications may be required in the performance period. Requests for modification to the budget shall not be approved after June 1, 2025, except for extenuating circumstances specified in writing, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion.

3. The Department will not approve reprogramming of personnel funds for positions not filled in compliance with this Agreement and Grantee's personnel policies submitted to Grantor. If at any time DHCD requires a more detailed budget breakdown than the one contained herein, the Grantee shall provide such supplemental budget information in a timely fashion and in the form and content prescribed by DHCD.

Section VIII. Conditions Precedent to Grant Closing and Grant Disbursement

Grant closing shall mean the date on which Grantee has satisfied all conditions precedent to execution to the satisfaction of the Grantor, at which time both parties have executed and delivered the Grant Agreement. No Grant proceeds shall be disbursed prior to Grant closing.

The following conditions must be met prior to Grant closing:

A. Eligibility Determination. Determination by the Grantor that Grantee's proposed Grant activities meet eligibility and national objective requirements specified by the CDBG Program regulations at 24 CFR §§ 570.200 through 570.209. Grantor has determined that the proposed Grant activities are eligible for CDBG Program funding pursuant to 24 CFR 570.201(e) (provide housing counseling services to low- to moderate-income households).

B. Environmental Clearance. Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historic preservation reviews, and HUD has issued an approval of the release of funds.

C. Due Diligence Submissions. The following items must be delivered to DHCD for approval prior to Grant execution and Grant closing:

1. Articles of Incorporation, organizational by-laws and certification of nonprofit status.
2. Board/Corporate Resolution, memorializing
   a. the Grantee's intent to enter into this Agreement
   b. identifying the total Grant amount of the award
   c. identifying the Grant Number
   d. identifying the funding source(s) of the award, and
   e. identifying the authorized person by name and title who is authorized to sign on behalf of the corporation to enter into this Agreement.
3. Certificate of Good Standing
   a. issued by the DC Department of Licensing and Consumer Protection (DLCP)
   b. certified within 6 months of the Effective Date of this Agreement.
4. Certificate of Clean Hands
   a. issued by the DC Office of Tax and Revenue (OTR)
   b. certified within 90 days of this Agreement.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia to carry out the Grant activities.
6. Evidence that Grantee has obtained insurance, as provided in Exhibit H. If the renewal period for any insurance requirement occurs during the Grant performance period, the Grantee is required to submit to the Grantor evidence (Certificate Of Insurance) of insurance renewal to cover the remaining Grant performance period.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Effective Date.
8. An Affirmative Action Plan ("AAP") must be submitted by the Grantee for review and approval by the District prior to Grant execution and the disbursement of any Grant proceeds. The AAP shall be in a form to be determined by the District and must detail the Grantee's efforts to comply with the District's goals for achieving equal employment in District government contracts and set forth specific standards for the utilization of minorities in all job categories, as required by Mayor's Order 85-85 and District law.
9. Drug-free Workplace Certification (Exhibit F).
10. Debarment affidavit and verification confirming that Grantee is not debarred or suspended or otherwise excluded from or ineligible for participation in federal or District assistance programs under Executive Order 12549 or District law.

D. Opinion of Counsel. Grantee shall submit a written opinion of the Grantee's attorney, which states that the attorney has read the Grant documents and that the Grantee:

- Is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary.
- Has the full authority and legal right to carry out the terms of this Grant Agreement and all documentation required hereunder to be executed by Grantee; and
- Has taken all actions to authorize the execution, delivery and performance of this Grant Agreement and any documents required to be executed in connection with the Grant according to their respective terms

The Opinion shall further state that none of the aforesaid actions, undertakings or agreements violate any restriction, term, condition or provision of the Grantee's organizational documents or any contract or agreement to which Grantee is a party or by which it is bound. The Opinion must identify the Grant Agreement by name and Grant number, and the counsel must specifically identify the documents upon which the Opinion is based.

E. Current on District Obligations. Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant, including all local taxes and charges affecting Grantee's business.

F. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Proceeds, including, but not limited to the Council of the District of Columbia and the Chief Financial Officer of the District of Columbia.

G. Clearance Approval issued by the DHCD Office of Program Monitoring.

Section IX. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. The Grantee shall cure all report deficiencies identified by the Department and resubmit for approval by the Grantor within 14 calendar days of the notification. The requirements of monthly and quarterly reports {VII.(A) and (B) are in Exhibit C.}

A. Monthly Reporting

Monthly Performance Reporting. The Grantee shall use the online reporting portal provided by the Grantor and shall provide a complete performance report by the 10th day of each month reporting on Grant activities, accomplishments and performance of the prior month. Failure to submit the report by the tenth day of the month following the end of each

month shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

B. Quarterly Reporting

On the 10th day of January, April, July, and October, the following quarterly reports for the previous three months shall be due and provided by the Grantee in the form and method required by Grantor:

1. Quarterly Report on **Beneficiary Data and Demographics** (separate reports for PS, NPS and NRSA).

2. **Banking Report** (as applicable)

3. **Non-expendable Equipment Inventory Report** (as applicable) (the purchase or lease of non-expandable equipment). The purchase of all computer equipment must have prior approval from the Department.

4. **Procurement Report** (as applicable).

5. Copies of the **Minutes of the Board of Directors** meetings, which took place during the previous quarter; and

6. **Language Access Report** (optional) If services are provided in languages other than English, we encourage a language access report to be made.

Failure to submit any or all Quarterly Reports by the tenth day of the month following the end of a quarter shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

C. Additional Report Requirements

The following reports are due to the Department within the timeframes indicated below. If these documents were previously submitted, they must be updated and resubmitted.

1. Fringe Benefits Report

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects funded from the proceeds of this Grant shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefits rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the change. The report shall be submitted to DHCD within fifteen (15) days of Grant execution.

The fringe benefits rate for any personnel costs funded by this Grant shall not exceed 20% of the base salary rate indicated in Schedule A Form A (3-2) of the budget (Exhibit B).

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to the date of the Offer Letter.

All personnel costs approved under this Grant Agreement must be filled within ninety (90) days of Grant execution or within ninety (90) days of the vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than ninety (90) days, whether intermittent or consecutive, at any time during the Grant period may result in the loss of funds for the position.

Grantee must submit transcripts of training or continuing education for individual staff and counselors to the Grantor.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with CDBG funds, in accordance with the requirements specified in 2 CFR Part 200 (Exhibit D). The property inventory list must include, at a minimum, a short

description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

a. The Grantee shall submit a budget and Cost Allocation Plan showing its direct and indirect costs and the allocation of such costs to the Grantee's activities, including the administration of the activities and services provided under this Agreement. The plan must show all allowable and unallowable costs and how such costs are included in the direct and indirect costs in accordance with 2 CFR Part 200.

b. A current Cost Allocation Plan must be submitted no later than thirty (30) days following Grant execution.

c. The Cost Allocation Plan must include all sources of funding for the Grantee, including this, Grant and to which program/cost centers each source has been applied using the Grantee's chart of accounts (referencing individual budgetary line items).

The Grantee must provide:
i. the total amount of funding from each funding source,
ii. the total staff employed by the Grantee, regardless of funding source, staff allocation per grant/program and the estimated percentage of time spent per grant program.

d. As required by HUD, the Cost Allocation Plan is subject to approval by the Grantor. The Grantee shall cure any defects or omissions in the Cost Allocation Plan within 60 calendar days of the notice to cure.

e. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. The waiver request must detail the reasons for the waiver request and include a copy of the relevant audited financial statements.

f. Claims for reimbursement of documented Grant expenses shall comply with 2 CFR Part 200 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.

5. Indirect Cost Rates

a. Grantees may request reimbursement for indirect costs based on their Cost Allocation Plan. The Cost of Allocation Plan must be reviewed and approved by the Grantor. The Grantee is required to keep records of the expenses charged to the Indirect Cost Rate for monitoring and close-out.

Grantees with Indirect Cost Rates are required to use their indirect cost rate. Grantees with provisional rates must demonstrate the rate is not expired or that it is currently used by a Federal Agency in awarding Federal funds to the Grantee during the current Fiscal Year. Other Grantees may use the Federal *de minimis rate* of 15%. In either case (*De Minimis rate* or Federally Approved rate), Grantee shall maintain records (available during monitoring, or close-out or upon request) indicating which costs in the cost allocation plan and the dollar amount have been attributed to the Indirect Cost.)

Indirect cost rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with supporting documentation. DHCD will not make adjustments to indirect cost rates after June 1st.

The Grantor does not issue or award Indirect Cost Rates.

Grantees who wish to obtain a Federally authorized Indirect Cost Rate are encouraged to contact the "Cognizant Agency" which is the US Department of Health and Human Services.

b. For all personnel costs funded under this Agreement, Grantee must maintain documentation for use of indirect cost funding and provide the same when requested for verification of expenditures in keeping with the approved cost allocation plan, including, but not limited to cancelled checks, employee signed and supervisory approved employee time sheets, invoices and bank records.

c. Expenses charged to an indirect cost rate must be accompanied by and cross-referenced to and reconciled with an independent audited financial statement, which accounts for all (grant funded and non-grant funded) activities by the Grantee during the fiscal year in which the indirect cost rate is based.

6. Organizational Audit

Grantee must submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year.

Note to All Grantees: All Grantees must ensure their financial records are available for review or audit by appropriate officials of the Federal Government and the District Government.

7. Auditor's Management Letter.

Grantee shall submit an auditor's Management Letter to the Grantor at the time it submits the annual audit.

8. Procurement Policy, Accounting Policies and Procedures, and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution, the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of the Grant. These policies and procedures shall be in accordance with the requirements of 2 CFR Part 200. The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

If the Grantee has previously submitted these documents, and the documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a certified statement (the "Re-certification Letter") to the Grant Administrator indicating when the most current document was submitted to the District and certifying that no changes to these policies and procedures have since been made.

Intentionally Blank

D. Summary of Report Deliverables and Receipt Due Dates:

	Report	Receipt Due Date
1	Monthly Performance Report	No later than the 10th day of each month
2	Quarterly Beneficiary Data	No later than January 10th, April 10th, July 10th and October 10th – a separate report for each use: PS-NPS-NRSA
3	Language Access Report (Optional)	No later than January 10th, April 10th, July 10th and October 10th
4	Fringe Benefits Report	Within 15 days of Grant execution
5	New Hires/New Employees Information (Job Description & Resume) HUD certificate if certified counselor	10 Days prior to the Offer Letter of Employment being sent to the candidate
6	Notice of Vacant Position	Within 10 days following the vacancy
7	Non-expendable Equipment Report	Within 15 days of Grant execution and quarterly thereafter
8	Procurement Policies and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
9	Accounting Manual and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
10	Cost Allocation Plan (based on and tied to the most recent audit)	Within 30 days of Grant execution
12	Independent Financial Audit	Within 90 Days of the Close of the Grantee's Fiscal Year

	Report	Receipt Due Date
13	Single Audit Report (if applicable)	Within 30 Days of submission to the Federal Audit Clearinghouse
14	Auditor's Management Letter	Submitted with the submission of the Audit
15	Requests to revise Budgets and/or Workplans	Prior to the 1st day of June
16	Grantee's Close-Out Report (Section XV.) Inventory Report & Annual Report	Within 90 Days of the end of the Term of the Grant.
17	HUD 9902	Within 30 Days of Submission to HUD
18	HUD Monitoring Report	Within 30 Days of Receipt from HUD monitor or the HUD intermediary monitor.

Section X. Accounting/Audit Requirements

A. Accounting System

1. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in Exhibit B.

2. Accounting records should be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.

3. Any funds provided to the Grantee or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest-bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

Grantee shall submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year, contingent on the following:

1. Grantees receiving an aggregate of $1,000,000 or more from all funders in Federal funds must in accordance with Federal regulations obtain an independent audit (Single Audit Act of 1984 , Single Audit Amendments Act of 1996, and 2 CFR Part 200). A standard audit may be supplied pending the completion and submission of the Single Audit.

2. Grantees:
   (a) Required to be audited by any State or political subdivision(s) thereof (whether by statute or regulation) or
   (b) Who conduct an audit to submit to any government or private funder, or foundation or corporate funder or
   (c) Whose governing body or senior management obtains an audit,

   shall be required to submit that audit to the Grantor upon receipt of the same.

If the Grantee is not audited in accordance with (1) and (2) above, the following shall apply:

3. A Grantee whose corporate entity receives or expends less than $999,999 as reported to the Internal Revenue Service in the 990 Tax Return without amendments, deletions or summarized details must file with the Grantor a financial report prepared by an independent Certified Public Accountant and certified by the same that contains:
   - income statement or Statement of Activities,
   - balance sheet or Statement of Financial Position,
   - statement of Functional Expenses by program or cost centers such statement to break out separately the Grantor's funding by Grantor's program(s) separately from all programs or cost centers used.
   - statement of cash flows, and
   - independent review and certification of the financial statements including a review of the management's financial internal controls.

   In addition, the nonprofit organization must file a biennial audit that covers both years within a biennial period. See 2 CFR Part 200, Subpart F.

4. The Grantee shall fully clear any deficiencies noted in the audit reports within sixty (60) days after receipt by the Grantee.

5. . Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default of this Grant and may result in the withholding of future payments and/or debarment from participation in future Grants.

Section XI. Grant Administration

The Grant Administrator is:

William Winston
Associate Director for Community Services
DC Department of Housing and Community Development
1909 Martin Luther King Avenue SE, Room 304
Washington, D.C. 20020.

The telephone number is (771) 208-9628. All concerns regarding the technical implementation and interpretation of this Grant are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line-item changes and terms) where there is no dollar increase.

Section XII. Repayment of Grant Funds/Grant Performance Monitoring Default and Remedies

A. HUD Monitoring

The Grantee is subject to monitoring by HUD and agrees to provide all required information, data, records, files including client files, case notes, correspondence and emails, reports, beneficiary data, performance data, financial records, supporting documentation, to satisfy HUD monitoring. Notwithstanding the date of a finding by HUD, should HUD make a finding, the Grantee shall be responsible to cure the defect, and should HUD require repayment of Grant funds for any reason to the Federal Government, the Grantee shall be responsible for repayment in the amount specified by HUD. Repayment shall be made to the District of Columbia and by the District to the Federal authority in satisfaction of the HUD requirement. HUD monitoring is not confined to the performance period but extends through the record retention period provided in Section XV.

B. Grant Performance Evaluation

1. DHCD will monitor the performance of the Grantee to ensure that the goals and performance standards stated in the Statement of Work and Work Plan and RFA are being achieved according to schedule and within budget.

2. All records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. Grantee shall make timely submission of all information and/or records requested by DHCD or HUD to assess performance under the Agreement.

C. Suspension or Termination of Grant Assistance

1. In accordance 2 CFR 200.340 and 200.341 and 200.343, suspension or termination of CDBG Grant assistance may occur according to the Default provision in subsection D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner.

2. If Grantee fails to correct the substandard performance within thirty (30) days after receiving written notice from DHCD, suspension or termination of this Agreement will be initiated.

3. In accordance with 2 CFR 200.340(a), suspension or termination of Grant assistance may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

Subject to any applicable notice requirement and right to cure, the occurrence of any of the following shall constitute an event of default:

1. Failure to comply with any of the CDBG Program rules, regulations or provisions referred to in this Agreement, or such other Federal or District statutes, regulations, executive orders, District of Columbia mayoral orders, HUD rulings, policies or directives applicable to this Grant:

2. Failure to comply with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement.
3. Substandard performance by the Grantee or any of its agents under this Agreement, as determined in the sole and reasonable discretion of DHCD; or
4. Improper use of funds provided under this Agreement.

A determination of default shall be made in the sole and reasonable discretion of DHCD.

E. Remedies for Default

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of a written notice to the Grantee, Grantor may take one or more of the following actions, as determined in its sole discretion:

1. Terminate and suspend further disbursement of any remaining Grant assistance.
2. Disallow all or part of the cost of the activity or action that is not in compliance with this Agreement.
3. Wholly or partially suspend or terminate the current Grant award; or
4. Take other legal remedies that may be available.

F. Termination for Convenience

The Grant may be suspended or terminated on the basis of convenience as provided in 2 CFR 200.340(a).

G. Reversion to DHCD of Grant Assistance

1. Upon default by the Grantee under the terms of subsection D above, which has not been cured, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request the following:

i. Any Grant funds in its possession (whether or not committed),
ii. Any accounts receivable attributable to the use of Grant funds; and
iii. The portion of any income directly generated by (or the prorated proportion of) Grant funds for the activities described in this Agreement.

2. Upon final completion of the projects and activities for which CDBG funds have been provided by DHCD, expiration of the term of this Agreement, cancellation, or determination of this Agreement, the Grantee shall transfer any unspent, excess or surplus CDBG Grant funds, to include accounts receivable attributable to the use of the CDBG funds.

H. Grantor Non-Waiver

DHCD's delay or failure to act with respect to a breach by the Grantee does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section XIII. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, and 2 CFR Part 200, as deemed applicable by the Grantor. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Fund Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Organizational Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter arising from this Grant Agreement.

D. Cancellation Ceiling

In the event of cancellation of the Grant because of non-appropriation of funds for a specific fiscal year, there shall be a cancellation ceiling of zero dollars.

E. Anti-Deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, Grantor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code§ 47.105. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-Deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section XI. of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements.
2. Performing technical evaluations as required.
3. Interpreting the Statement of Work and other language in the Grant.
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with the District and other laws and regulations applicable to the Grant.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

George H. Lambert, Jr.
President & CEO
Greater Washington Urban League
2901 14th Street, NW
Washington DC 20009
(202) 265-8200
glambert@gwul.org www.gwul.org

H. Misuse of Grant Funds

Any alleged fraud, waste, abuse or mismanagement of Grant funds shall be immediately reported to the Grantor and the District of Columbia Office of the Inspector General ("OIG"). The OIG may be reached at (202) 724-TIPS (8477) and (800) 521-1639 or at oig.dc.gov

I. Nonassignability

Grantee will not sell, assign, pledge or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

Section XIV. Insurance

A. The Grantee shall obtain at least the minimum insurance coverage set forth in this Section XIV. and Exhibit H prior to the Effective Date and keep such insurance in force, as may be applicable, throughout the Grant period of performance.

B. Fidelity Bond: The Grantee must procure Fidelity Bond coverage in an amount equivalent to the total Grant budget. Pursuant to 2 CFR Part 200, Fidelity Bond coverage is required to protect the District's interest in the dollar amount of the Grant. Should Grantee be unable to procure a Fidelity Bond, Grantee shall submit proof that it has obtained general liability insurance that covers internal employee criminal activity or directors' and officers' liability insurance.

Section XV. Records Retention/Access

A. Records Retention

The Grantee shall retain all records demonstrating compliance with CDBG requirements and that are pertinent to this Grant for no less than five (5) years from Close-out of this Grant Agreement, including any extension thereof made in accordance with Section XVI. [Option to Extend] and including but not limited to Close-Out in IDIS of any HUD requirements. See Exhibit 5.1 in this link: https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-5.pdf

B. Extension of Retention Period

Notwithstanding the foregoing retention requirement in paragraph A above, if any litigation, claim, HUD monitoring or audit is initiated before the expiration of the retention period, records shall be retained for a period of not less than four (4) additional years following completion of the actions and resolution of all proceedings (e.g. litigation, claim, HUD monitoring or audit) involving the records.

C. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility, progress and achievement toward program goals and secure such records in a manner subject to applicable privacy laws. Such data may include, but is not limited to, client name, address, income level, case notes, correspondence and a description of service(s) provided. The Grantee shall use software which is HUD compliant to maintain client records. The Grantee shall transmit client records and files in a manner that is compliant with HUD's Personally Identifiable Information (PII) requirements.

D. Access to Records

All Grantee books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Grant funds shall be made available to the Department, HUD, its designee, representatives of the Inspector General of the District of Columbia or the Office of the DC Auditor at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.

E. National Objectives

The Grantee agrees to maintain documentation that demonstrates that the activities carried out with CDBG funds provided under this Grant meet the CDBG national objective of benefiting low- and moderate-income persons, as defined in 24 CFR part 570.208.

F. Copyright

If this Agreement results in any copyrightable material or inventions, DHCD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Section XVI. Federal and District Public Policy Requirements

Grantee shall fully comply with the following Federal and District policy requirements, as deemed applicable by Grantor:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federal-assisted and federal conducted programs and activities .

C. The requirements of Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

D. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.-) and implementing regulations at 24 CFR I part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

E. The requirements of Executive Order 11246, as amended by Executive Orders 11375. 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

F. The Conflict of Interest provisions of Federal and District laws strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of Federal funds to comply with 2 CFR 200.317 to 200.327 and

any sections of Title of 24 the Code of Federal Regulations concerning CDBG funding which are more restrictive than the Uniform Guidance Code for use of CDBG funds. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within (fifteen) 15 business days of execution of the Grant Agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict-of-Interest declarations to be executed by each employee and board member.

G. The Hatch Act. Chapter 15 of Title V. United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

H. The National Environmental Policy Act or other legislation implemented by 24 CFR part 58.

I. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement as Exhibit F.

J. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991H FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.

2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any grant,

or the entering into any extension. continuation. renewal, amendment of modification of any grant.

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and

c. He or she will include the language of the certification in all sub- grant awards at any tier and require that all recipients of sub-grant awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this Grant imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure, as the applicable grant shall so provide.

K. The Americans with Disabilities Act of 1990 (ADA) - Notwithstanding anything contained herein to the contrary, during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

L. The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are applicable pertaining to economic opportunities for low and very low-income persons. 24 CFR part 135.

M. First Source Program - Contractors and subcontractors of a government-assisted Project totaling $300,000 or more must comply with the District's goals for the recruitment, referral and placement of District residents. See D.C. Law 5-93, as amended, D.C. Official Code§ 2-219.01 et seq.

Section XVII. Close-Out Provisions

Activities and tasks during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor, and determining the custodianship of records (which shall remain the responsibility of the Grantee unless a determination is made otherwise). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over District appropriated funds and the record retention period, whichever is longest. Grantee shall submit the following items within the time frames indicated in this Section after completion of Grant activities or expiration or termination of this Agreement.

1. All activities are eligible, were completed and met a national objective.
2. All grant funds were expended in full, or all remaining funds are to be returned to Grantor.
3. All reporting requirements were completed and submitted (except for the final report that is submitted during the closeout process).
4. Any special conditions were met; and
5. All deficiencies or corrective actions affecting the Grant were resolved.

A. Grant Close-Out Report

The Grantee shall submit to the Grantor a Grantee's Close-Out Report ("Report") within ninety (90) days after expiration of the Grant term, termination of the Grant, or final payment for activities under this Agreement, whichever occurs later. This Report, at a minimum, shall include a narrative of the Grantee's completed tasks based on the activities, performance measures and goals set forth in the Statement of Work. The Report shall be completed using a form provided by the Grantor. The Grantee shall provide any information or data Grantor requests for Close-Out. In the Grantor's sole discretion, the reporting provided during the term of this Agreement may be accepted in lieu of the Grantee's Close-Out Report if those reports contain all information required in this section.

B. Documentation of Expenses

Within ninety (90) days after the expiration of the Grant, the Grantee shall provide to Grantor documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses.

C. Equipment Inventory

The Grantee shall submit to Grantor a list of all furniture, fixtures, equipment and vehicles purchased with Grant funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with 2 CFR Part 200.

D. Audit

The Grantee shall submit an audit or financial statement, as applicable, and as provided in Sections IX and X. of this Agreement.

E. Transfer of Records

Grantee shall, within ninety (90) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

F. Grantee's Obligations

The Grantee's obligations to DHCD remain in effect through the period of record retention as stated in Section XV.

Section XVIII. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion, and if legally permitted, extend the term of the Grant no more than two (2) times for one-year terms, or any fraction of one year, or multiple successive fractions thereof.

B. Grantor will endeavor to provide Grantee a preliminary written notice of its intent to extend at least thirty (30) days before the end of the Grant Term. The preliminary notice does not commit the District to an extension or authorize additional Grant funds to Grantee.

C. Any extension of this Grant is contingent upon the appropriation of funds for the applicable time period. However, the availability of funds shall not obligate the District to extend the Grant.

Section XIX. Total Agreement

The Grant Agreement, including specifically incorporated documents (to include the approved Statement of Work, the Work Plan, the approved Budget and the Grant attachments) constitute

the total and entire agreement between the Parties. Grantee understands and agrees to comply with the incorporated references contained in this Agreement and all applicable District and Federal laws and regulations.

Section XX. Applicable Law.

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia, unless otherwise controlled by federal law. In any proceeding relating to this Grant Agreement, each of Grantor and Grantee, hereby irrevocably submits to the jurisdiction of the Courts of the District of Columbia for the purposes of any suit, action or proceeding arising out of or relating to this Grant or transactions contemplated hereby.

Section XXI. Severability.

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XXII. Amendment.

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Grant activities, or the amounts specified in the Budget without the prior written approval of Grantor. The Grantee may request in writing approval of any proposed change to the Statement of Work or Workplan or the amounts specified in the eligible cost categories of the Budget and shall provide adequate supporting information and a revised budget along with its request. All such requests must be signed and dated.

Section XXIII. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or fully, by the Department.

1. The written or printed materials must include the authorized DHCD logo.

2. Written or printed materials include, but are not limited to, newspaper, radio and television announcements or advertisements, websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.
4. Grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to Grantee.
5. Grantee must provide copies of all marketing materials, brochures, flyers and other materials that publicize grant-funded activities to Grantor via email at dhcd.occo@dc.gov

Grantee shall publicize, as appropriate, to its constituency through social media, print, and online postings, DHCD communications and events that are related to Grant supported activities.

Section XXIV. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code§ 2-531 *et seq*. provides for the disclosure of public information. Specifically, the law provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Official Code § 2-1701(13).

This serves as your Notification that information /documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code§ 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXV. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, homeless status, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Sexual harassment is a form of sexual discrimination which is prohibited by the Act and Mayor's Order 2023-131 (Updated District Government Sexual Harassment Policy, Guidance, and Procedures), which is attached hereto as Exhibit I.

The prohibition against workplace sexual harassment extends to third parties doing business with or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies. By executing this Agreement, Grantee affirms that it will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1 I 00 et seq. In addition, harassment based on any of the above protected categories is prohibited by the Act Discrimination in violation of the Act will not be tolerated.

Section XXVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addresses:

NOTICE TO GRANTEE:

Greater Washington Urban League
2901 14th Street, NW
Washington DC 20009
Attn: George Lambert (President & CEO)

NOTICE TO GRANTOR:

D.C. Department of Housing and Community Development
Community Services
1909 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
Attn: Director

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-03
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTOR SIGNATOR PAGE]

DISTRICT OF COLUMBIA, a municipal Corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Colleen Green
Director

Legal Review:

Julia Wiley
Office of the General Counsel
Department of Housing and Community Development

3/19/25
Date

[Signatures continue on the next page]

DHCD Contract No. 2025-03
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

{GRANTEE SIGNATURE PAGE}

GREATER WASHINGTON URBAN LEAGUE, INC.
a District of Columbia non-profit corporation

George H. Lambert , Jr.
President & Chief Executive Officer

03/31/2025
Date

Exhibit A Services to be Provided

- Statement of Work
- Section 3.2 Services (from the FY25 RFA)
- Workplan as approved by the Grantor

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education and training services to support DHCD's housing programs and initiatives, and to promote compliance with District housing regulations. All of the services are intended to empower potential homeowners, actual homeowners, and tenants for the purpose of preserving of affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership; (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached workplan and performance measures. Marketing and outreach for the services provided is a activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of these service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling; (b)the Grantee's additional knowledge of the individual and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and it shall be maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow up and conduct a final assessment of the impact of the services provided. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A4: Inclusionary Zoning Orientation
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program

CATEGORY C: TENANTS AND TENANT GROUPS
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

SECTION 3: PROGRAMMATIC REQUIREMENTS

3.1 Eligibility for Federal Funding

The services in this RFA will be conducted through grant agreements using Federal funds (Community Development Block Grant (CDBG) and, as available, some District Funds. The Department will provide a full informational briefing to the awarded grantee(s) about the grant funding source's ongoing administrative and programmatic requirements. Whether grants awarded under this RFA are funded locally or with federal funds, all grants will be managed to the higher standards and requirements whether Federal or District.

Federal regulations have established national objectives requiring all CDBG-funded activities beneficiaries to be at least 51% low- and moderate-income persons or households. The national objective is achieved through "limited clientele benefit"—that is, by verifying the incomes of each beneficiary of the services provided. The applicant must demonstrate that it has the capacity and the intention to verify the household incomes of beneficiaries to meet the national objective of providing benefits to 51% of low- and moderate-income persons.

Client income certification is also an important element of ongoing program activity for many DHCD housing programs. (See Section 3) Applicants should review in detail the federal income requirements for programs, activities, and grantee (sub-recipient) eligibility under the Community Development Block Grant program regulations at 24 CFR 570. 200-210,

- https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-570/subpart-C?toc=1

and HUD Housing Counseling Program Regulations: 24 CFR Part 214,

ps://www.ecfr.gov/current/title-24/subtitle-B/chapter-II/subchapter-B/part-214?toc=1

3.2 Housing Services: Description of Housing Programs and Services

Please Note: Specifications and programmatic requirements may change from time to time during the award period at the discretion of the Department.

The following describes seventeen services in the Housing Counseling Program. These constitute the services for which the Department is seeking Applicants to provide services to DC residents. Applicants should select at least one service for which they are applying; however, the Applicant may select more than one. The Department is not obligated by the Applicant's selection to make an award. Applicants are responsible to demonstrate their capacity in their application to provide the services for which they have applied. Capacity includes staffing patterns including qualifications and experience, other funding resources, case management systems and programmatic activities. Historical data can also be considered in demonstration of organizational capacity. Applicants should be aware of Legal Citations noted throughout this section as well as the references to the Code of Federal Regulations (CFR).

Category A: HOMEOWNERSHIP

A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program
A6: Income Certification for the Property Acquisition and Disposition Division (PADD) Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY

B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B12: Legal Services for Seniors and/or Coop & Condo Associations
B13: Technical Assistance for Coop and Condo Associations
B14: Technical Assistance for Owners of Small Rental Properties

CATEGORY C: TENANTS AND TENANT GROUPS

C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

Each particular service has specific requirements described in the following pages. Applicants are expected to utilize this guidance in the performance of these services.

CATEGORY A: HOMEOWNERSHIP

Legal Citations Governing Program Area in Category A

Applicants to provide services in Category 1 should review in detail the following legal citations governing the District's homeownership programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for homeownership pursuant to the relevant citations.

- Home Purchase Assistance Program: DC Code 42-2601 and 14 DCMR, Chapter 25
- Employer-Assisted Housing Program: DC Code 42-2501 and 14 DCMR, Chapter 36
- Inclusionary Zoning: Legislation Pending, Bill 17-586, 17-618, 17-619

A1: HUD Housing Counseling
This activity is open to applicant organizations which are HUD approved employing one or more HUD certified counselor(s). Such counseling is often (but not exclusively) in the pursuit of homeownership or credit repair and improvement or to improve their housing condition.

Grantees of this service should be familiar with 24 CFR 5.100 and with 24 CFR 214.

Housing counseling is independent expert advice provided by a HUD certified housing counselor (24 CFR Part 214) customized to the needs of the client. It is aimed at addressing housing barriers and providing support to the client to achieve their housing goals. This counseling service must include: (1) intake (2) financial and housing affordability analysis (3) an action plan[2] and (4) follow-up counseling to implement the action plan and achieve its stated goals *(24 CFR 5.100).*

The action plan should identify the steps needed for the client to achieve his/her housing goals. These actionable steps include, but are not limited to, review of the client's credit report with explanations of its meaning and items that impact (or may improve) the credit score, creation of a budget and methodologies to track one's income and spending, debt reduction planning, and savings planning. Follow-up should track the client's progress toward the goals of the action plan. Other programs and services including group educational opportunities may complement the one-on-one counseling with a certified counselor. Counselors, therefore, may appropriately make referrals to programs and services as well as to group educational activities that support and implement the goals of the action plan.

Counseling organizations are required to maintain case files including items 1-4 above as stated in 24 CFR 5.100. It is critical that files with records and case notes be kept in such a way that if a client's counselor is no longer available, either temporarily or permanently, another certified counselor in the organization can understand based on the file the client's circumstances, action plan, progress and where the client is in achieving his/her housing goals.

Organizations providing this service should have working experience with credit counseling and repair, with consumer credit bureaus and consumer credit laws. Ideally, they should be familiar with creditor tactics, liens, judgments, repossessions, and other obstacles to credit improvement.

It is critical for the counseling organization to make efforts to keep the client engaged in the counseling process and such attempts and outreach should be documented in the case file.

In accordance with HUD requirements, counseling organizations may close files if a client does not respond to outreach efforts over 60 days. The last outreach attempt should document that the file will be closed as of a specific date if nothing further is heard from the client. If the client should return to client after the 60 days, a new file should be opened.

[2] Except for reverse mortgage counseling.

Post-purchase follow-up

a) Grantees must continue their counseling relationship with customers once they become homeowners. This follow-up should continue for a period of time after purchase to ensure the homeowner's housing stability.
b) Grantees may make use of post-purchase programs using either their own programming or making referrals to other Grantees who provide such programming (*e.g.* B1 General Home Management and B2 Foreclosure Counseling).
c) If problems arise, it will be the grantee's responsibility to address them quickly as time is of the essence, and to address them as efficiently as possible. Where the District's investment is involved, counseling should include ways to protect the DC investment.
d) When working with clients who have an HPAP deferment period ending, Grantees must provide dedicated counseling services to those borrowers. In particular, grantees will be asked to make an updated assessment of each borrower's financial status regarding the appropriateness of continued deferment.
e) Potential delinquency, or foreclosure prevention, counseling will be provided to any borrower who is experiencing difficulty.
f) If problems continue with these loan clients, this counseling will become a home preservation activity.

A2 8-Hour Homebuyer Education Class (HBE)

This activity is open to applicant organizations which are HUD approved counseling organizations employing one or more Hud certified counselors.

The Department seeks HUD Approved organizations to provide the 8-Hour Homebuyer Class. This is in support of the Department's many programs for which the 8-Hour Homebuyer Class is a requirement, and also for other DC residents who seek to take this class in preparation for homeownership and for their knowledge.

Organizations should take as a serious obligation to conduct this class with knowledge staff (HUD certified counselors). The class is conducted in a traditional in-person setting or in a virtual online setting.

Those who successfully attend and complete the class should be provided with a DHCD certification (in the format approved by the Department) indicating their completion of the class and dated appropriately. Monthly attendance and award of certificates should be reported to the Department monthly. The class should be presented frequently enough to meet programmatic needs of DHCD programs. Class dates should be provided to the Department for inclusion on the DHCD calendar. Presentations should be given by staff, not outside speakers. Grantees are welcome to collaborate in the conduct of these classes.

A3: Intake for DC Homebuyer Programs (HPAP/EAHP/NEAHP)

The Home Purchase Assistance Program (HPAP) is the primary DHCD program for first-time homebuyers. HPAP provides interest-free loans that include closing cost assistance to eligible applicants. Under this program, homebuyers may have the opportunity to purchase houses,

condominiums, or cooperative units in the District. DHCD has additional homeownership programs which are associated with HPAP, and which are targeted to specific populations or geographic areas or may meet specific home buyer needs.

The satellite programs are:

(1) The Employee Assisted Housing Program (EAHP) provides assistance to District of Columbia Government employees, who are first-time homebuyers in the District; and

(2) The Negotiated Employee Assistance Home Purchase Program (NEAHP) provides down payment and closing cost assistance to certain District of Columbia Government employees whose position is covered by specific union collective bargaining agreements.

Wherever the acronym "HPAP" is used, the same applies to the EAHP and NEAHP programs.

Prior to HPAP Application

Clients interested in HPAP assistance who have a pre-approval from a lender, should be assisted with making an application to the HPAP as expeditiously as possible. Those without a pre-approval letter from a lender are required to engage in HUD Housing Counseling (see A1 above) in order that they have the benefit of credit counseling and homeownership preparation. The action plan should include the actionable steps needed to ensure success as a homeowner and to achieve a pre-approval letter from a lender. Once a pre-approval letter has been obtained, the client with the Grantee's assistance should proceed to making their application to HPAP.

Application Process

For grantee organizations, this relationship management function includes working with first-time homebuyers throughout the homeownership application, preparation, purchase, and post-purchase process. Counseling will be focused on low- and moderate-income populations.

Once HUD credit counseling is completed the HPAP process includes:

(Optional) Applicant organizations may conduct pre-purchase seminars which include information and requirements of the HPAP programs. A DHCD Certification should be provided to attendees and recorded with DHCD.

Application Intake includes document collection of those documents needed. These should be collected in person or by means of a secure portal. Email is not considered a secure means for transmission of information which could be used for identity theft or other criminal activity. Drop-off at a staff office to an employee is acceptable.

Once the application package is complete, the organization submits to the appropriate HPAP administrator.

Homebuyer Education (8-hour class) (A DHCD Certification should be provided to 8-hour Homebuyer Education attendees and recorded with DHCD.)

Post-Purchase follow-up (Records of those follow-ups should be maintained by the organization. See Post-purchase in Service A1)

Organizations will be responsible for: (1) the application process, which includes delivery of completed applications to the HPAP Administrators; (2) completion of the application form itself and collection of all required supporting documentation, and (3) maintaining performance and reporting data, and databases as needed by the Department.

A4: Inclusionary Zoning Orientations

Introduction to IZ/ADU Programs:

The District's Inclusionary Zoning (IZ) Program requires a certain percentage of units in a new residential development, or a substantial rehabilitation that expands an existing building, be set aside as affordable units. The goals of this program are to increase the supply of affordable housing for low- and moderate-income households, to support the creation of mixed-income communities, to prevent rising home prices from driving out low- and moderate-income residents, and to leverage the expertise and capacity of the private market to develop affordable housing.

Affordable Dwelling Units (ADUs) are defined as for-sale and for-rent homes that are locally restricted for occupancy by households whose income falls within a certain range and are generally offered at a below-market rate. ADUs are generally produced in exchange for zoning relief, tax incentives, public financing, and/or the right to purchase or lease District-owned land. Specific ADU provisions, such as the affordability period, income limits, and resale restrictions, are set out in deeds, covenants, land disposition agreements, ADU administration plans and other originating documents.

ADU provisions have historically varied from project to project, as each is a result of a unique negotiation or project approval. However, ADU restrictions are becoming more standardized and more similar to standard IZ requirements.

Organization roles and responsibilities:
Provide mandatory IZ Orientation. The department's PowerPoint presentation must be utilized. Presentation and answers to participants' questions must conform to agency guidelines.

DHCD seeks organizations which will provide programmatic rental and homeownership counseling services in support of both of the above programs. Information about these

programs is available through DC Housing Search https://www.dchousingsearch.org . counselors will be required to utilize DC Housing Search, and train potential customers in how to search for affordable housing through DC Housing Search.

Grantees will be required to become familiar with the program requirements and procedures, as required by DHCD. In the last few fiscal years, the IZ program has produced approximately 400 new affordable units each year.

Orientation:
In particular, organizations are required to conduct IZ Orientations to help residents to be familiar with all programmatic requirements for the IZ program.

Organizations must conduct and coordinate this mandatory orientation session in a traditional and virtual classroom settings. They must provide interested applicants/residents with the relevant terms of the program, including next steps and other information as required by DHCD.
DHCD currently provides standard slides and certificate templates to use for this orientation and will provide training to grantees.

Completion of this orientation class is mandatory before an individual may register for the IZ program and individuals must renew registration every two (2) years to remain on the IZ registration list.

The class must be conducted at least monthly beginning within 30 days after the grantee's application is approved. Coordination of this class will include publishing upcoming class dates, accepting reservations via phone, email, or other method, allowing walk-ins if space is available, providing attendees with a certificate of completion (in a format approved by DHCD) upon completion of the class and providing at least monthly attendee data to DHCD. It will also include ensuring that attendees receive all required training materials, and shall be presented by grantee staff, not outside speakers.

Grantees must train program participants in the terms and specifics of the IZ and ADU Programs (training guidance will be provided by DHCD) and provide additional pre and post homebuyer education training.

Grantees must also provide data to DHCD on a regular basis as determined and requested by DHCD, including but not limited to the names and contact details for individuals who have received a DHCD certificate and the number of attendees at IZ orientations.

A5: Income Certifications for the IZ/ADU Units Programs

The agency seeks two organizations to provide income certifications for participants in the Inclusionary Zoning and Affordable Dwelling Units programs. Income certifications are expected to be conducted under a uniform process prescribed by DHCD and following HUD Part 5. DHCD has established requirements for approving Certifying Entities, including

specific IZ and ADU training.

Grantees are expected to become Certifying Entities pursuant to DHCD requirements. Grantee organizations will be required to ensure that program participants understand that income and occupancy restrictions apply to their IZ units and ADUs. Grantees will also be expected to complete income certifications for newly selected households and for renewing tenants. Grantees will be working closely with individuals, property management/leasing staff, sales agents and DHCD. DHCD will provide the necessary forms and procedures, but Grantees will collect the necessary paperwork from individuals and complete the income and household size verification process. Upon successful certifications, Grantees will notify DHCD and the sales/leasing staff.

Such restrictions may include but would not be limited to: (1) the specific affordability period, (2) conditions for, or prohibitions against, subleasing, and (3) resale restrictions. Ongoing outreach and assistance to occupants of IZ units and ADU is required in the areas of programmatic requirements and homeownership counseling.

A6: Income Certification for PADD Applicants

The Property Acquisition and Disposition Division (PADD) encourages vacant and/or abandoned property owners to rehabilitate and/or occupy their properties. PADD acquires vacant, abandoned, and deteriorated properties through negotiated friendly sale, eminent domain, donation, or tax sale foreclosure, when owners are unwilling or unable to maintain their properties. PADD also disposes of properties in inventory by selling them to individuals or developers to be rehabilitated into high-quality affordable and market-rate single-family and/ or multi-family for-sale or rental housing in District neighborhoods.

For DHCD, the activities of this Division create affordable homeownership and rental opportunities for low- and moderate-income households. Grantees must counsel these households as they qualify for and occupy these new homeownership and rental units. DHCD seeks one or more organizations which will provide counseling or training services for affordable units made available through PADD.

Because PADD units are not produced through a traditional homebuyer program, an intensive marketing and outreach effort to our target population will be required of grantees. Counseling services will also involve conducting income certifications and re-certifications for purposes of admission and continuing participation in this program. Income certifications are expected to be conducted under a uniform process prescribed by the Department. For PADD, grantees must ensure that program participants understand that income, or occupancy, restrictions apply to their unit. Such restrictions may include but would not be limited to: (1) the specific affordability period; (2) conditions for, or prohibitions against, subleasing; (3) potential rent increases; and (4) resale restrictions. The specific unit covenant

terms will be communicated to stakeholders by the Department, but grantees must facilitate communication with stakeholders.

A7: Public Services: General Coaching and Information

Public Services may be undertaken by Applicants which have not yet obtained HUD Approval and may not employ a HUD certified housing counselors. (HUD Approved organizations who are applying for A1 or A2 do not need to apply for this service, since they are able to provide these Public Service activities in connection with their other lines of services.

These activities are frequent but not exclusively in a group setting. These may be virtual or in-person, as long as an in-person option is provided. Grantees may utilize Homebuyer Clubs as an effective tool for keeping clients engaged in homebuyer preparation when a long-term period is needed for better positioning to be a first-time buyer.

They may include group trainings on understanding credit and credit reports and involve savings programs.

Public service staff are required to train clients to utilize available tools, such as DC Housing Search https://www.dchousingsearch.org to locate affordable housing for sale and for rent.

CATEGORY B: COUNSELING AND TRAINING FOR HOME PRESERVATION

B8: General Home Management (Post-Purchase Non-Delinquent)

Post-purchase counseling is essential for Homeowners who have purchased their homes, are not delinquent in their mortgage payments and would like to remain successful by creating a realistic financial plan to avoid financial pitfalls and protect and retain their homeownership. Post-purchase counseling is essential to understand local post-purchase behavior, especially low-moderate income homeowners, that can be supported by education and supportive programs to ensure recent homeowners understand what to do in the event of hardships. Organizations that provide post-purchase counseling sessions and education workshops will ensure their topics consist of the following:

1. Prepare a maintenance plan for major household systems and repair strategies.
2. Emergency preparedness plan to assist client in case of disaster.
3. Understand consequences of not paying taxes, HOA payments or community assessments.
4. Explain the benefits of establishing an emergency fund and retirement or tax-incentivized accounts.
5. Provide knowledge of home improvement financing options like HELOCs and give counsel on how to apply for additional financing to renovate property.

6. Access the client's understanding of the process of refinancing the home and incurring more debt.

This counseling activity may include, but not be limited to, appliance warranty disputes, contractor disputes, disputes with mortgagors, will and estate issues, including transfer-on-death deeds, etc. In this service, grantees must serve as advisor-educators and are prohibited from giving legal advice. Grantee activities should focus on low–and moderate-income populations.

B9: Foreclosure Counseling

Homeowners who are delinquent in loan payments (as well as those in danger of delinquency) need to know what options are available to them. Similarly, those in foreclosure need to know their options and resources that may assist them, especially if available legal services are available.

Organizations are required to provide foreclosure prevention counseling that helps homeowners at risk understand the foreclosure process in Washington, DC, determine their legal rights and identify options to avoid foreclosure.
Organizations will assist struggling homeowners with loss mitigation, communicate with mortgage servicers and provide services such as the following:

1. Provide advice and coaching to assist clients with creating a budget based on financial goals. Assess the current financial situation and develop short and long-term strategies to reduce expenses and debt to achieve client goals.
2. Explain loss mitigation. Explain the requirements of a loss mitigation package and evaluate the client's loss mitigation options for FHA and non-FHA loans.
3. Provide examples of mortgage default scams and ways to avoid being a victim.
4. Explain the consequences and costs associated with a foreclosure, short sale, or deed-in-lieu.
5. Explain the foreclosure timeline and devise a plan if the client is unable to stay in the home and assist the client in mortgage default recovery. Demonstrate the impact of a mortgage default.
6. Work with displaced residents seeking referrals for housing.

Grantees work with homeowners who are delinquent in their mortgage payments, or who are in foreclosure, or in post-foreclosure. These counseling services are also offered to owners of multi-family properties, and ownership associations. This counseling serves as a central element of DHCD's overall foreclosure prevention strategy.

It is critical to address the District's foreclosure crisis. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Grantees also work with the Department of Insurance Securities and Banking (DISB) to protect clients against scam operations that prey upon residents who are subject to foreclosure. Grantee organizations extract data for outreach and targeting efforts from the Office of the Recorder of Deeds, which provides a listing of all official foreclosures in the

District on a weekly basis. DHCD seeks one or more organizations that will provide foreclosure counseling services which include, but may not be limited to, all of the above-described foreclosure prevention activities.

For grantees, this counseling function means working with troubled homeowners, utilizing all foreclosure prevention or mitigation tools available, and if necessary, working with customers throughout their foreclosure or post-foreclosure process. Grantees must provide full assistance and advice to troubled homeowners. Grantees will be responsible for: (1) assessing the homeowner's circumstances, (2) educating the homeowner about the full implications of mortgage delinquency and foreclosure (3) exploring and providing options of action for the homeowner (4) providing tools or alternative support that may further assist the homeowner (5) developing and executing a best action plan for either saving the home or undertaking the best course for the homeowner, and (6) tracking the results of their counseling efforts. In addition, grantees will provide ongoing performance and reporting data and databases maintained.

Post-Foreclosure Counseling: It is critical that grantees continue their counseling relationship with customers, even if the home cannot be saved. Grantees must follow up with troubled homeowners for a period of time after any action plan has been executed. If the home has not been saved, counseling should be made available, and if necessary, referral to other needed services. If the home has been saved, counseling follow-up is also necessary to ensure that the ongoing action plan is being properly implemented. If more problems arise, it will be the grantee's responsibility to address them as quickly and as efficiently as possible.

With the passage of the Saving DC Homes from Foreclosure Emergency Amendment Act of 2010, troubled or delinquent District homeowners have the right to engage in mediation prior to foreclosure. As a result, DHCD requires grantees to provide counseling related to this mediation process.

Grantees must be familiar with the Law, its regulations, and the mediation process which has been implemented by the Mediation Administrator at the DC Department of Insurance, Securities, and Banking. Grantees must educate troubled homeowners in the decision factors related to mediation election, and, if necessary, prepare them for mediation. In some cases, counselors may be asked to accompany, or represent, troubled homeowners in the mediation process. Grantees must ensure that all customers who elect mediation complete and submit proper documentation in a timely manner. Grantees must ensure that the best interests of troubled borrowers are protected throughout the mediation process. Finally, DHCD expects grantees to follow-up after the mediation process is complete to ensure that any final mediation agreement is properly implemented.

B10: Eviction Counseling

Applicants who have HUD certified counselors or NeighborWorks America foreclosure certified counselors may offer this service. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Training should also include knowledge of laws and legal procedures governing eviction.

Eviction has long created housing instability for renters, and especially among low- and moderate-income households. For those at the lower end of the economic scale, eviction has caused not only housing instability but also employment insecurity and homelessness. Studies have shown that lack of access to legal representation has resulted in markedly different and detrimental outcomes as compared to renters who have legal representation. After legal representation, the next most effective range of services includes alternative dispute resolution (or mediation), knowledge and guidance in court navigation, and effective management of legal and tenant-landlord documents. In addition to housing instability, eviction also has credit impact for the tenant.

It is critical to provide those in danger of eviction with counseling to make informed decisions. This includes access whenever possible access to legal services. Also, appropriate training includes information about tenants' rights and obligations, the credit impact of eviction, use of payment plan agreements, understanding of court processes and procedures, and access to alternatives to court procedures. When tenancy is lost, counseling for housing alternatives is needed and a path forward to credit repair.

B11: Single-Family Residential Rehabilitation Program

The Single-Family Residential Rehabilitation Program (SFRRP) administers grants to District homeowners for roof repairs and for modifications to eliminate barriers to accessibility for persons with mobility or other physical impairments. Projects approved for SFRRP require a covenant on the property to protect the District's funding of the project.
DHCD seeks one or more organizations which will provide application intake services to SFRRP applicants throughout the grant process.

> **Mandatory Counselor Intake Training:** Grantees for this line of service are required to attend training with the SFRRP team in September to be introduced to updated aspects of the SFRRP for FY25. It is critical that the grantee have a solid understanding of the updated program and the requirements for applications. Therefore, the September training is mandatory for SFRRP intake counselors.
>
> **Application Period:** Applications for SFRRP will only be taken between October 1, 2024, and December 31, 2024. To be considered applications during this period must be complete. Lack of required documentation or information will not "hold a place" in the program if not provided before the December 31, 2024. The Department at its sole discretion reserves the right to close the program prior to the deadline if funding is depleted or no longer available.

Information Session for Applicants: The Department will provide Grantees with a PowerPoint presentation outlining the program and its requirements. Intake counselors are required to use this presentation with all potential applicants either in a group sessions (such as an Orientation) or in a one-on-one session with the potential applicant.

Grantee's and Counselor's Responsibilities: (1) use the Department PowerPoint presentation to present the program to potential applicants, answering questions from residents interested in the program; (2) complete the application document and collection of **all required** supporting documentation *(incomplete applications will not be accepted)*; (3) post-application and post-grant support; and (4) providing performance and reporting data as required.

45 Day Period: It is critical that no application be uploaded in the SFRRP portal unless it is complete with all required documents and intake form completed. If an incomplete application is uploaded in the portal, the SFRRP staff will notify the counselor and the applicant that the application cannot be accepted. The notification state that what is complete and state the **applicant has 45 days** to provide the requested information including documents. After 45 days if the application remains incomplete, the application will be closed as incomplete for funding.

Application Portal: Counselors will need to provide their name and contact information (e.g. email) when uploading in case SFRRP program staff need to follow up.

Legal Citations Governing Program Area for Category B:

Applicants to provide any service in Category B should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

- Lead Safe Washington 24 CFR, Part 35, 24 CFR, Part 85.37, Section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992
- Single Family Rehabilitation 14 DCMR, Chapter 28 First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
- Saving DC Homes from Foreclosure Emergency Amendment Act of 2010 (DC Act 18-635; 57 DCR 12404)

B12: Legal Services for Homeowners and/or Coop & Condo Associations

The Department seeks organizations to provide legal services to provide one or both of the services noted below. Grantees will conduct outreach to low- and moderate-income populations in need of these services.

- Legal Services to Seniors
  Seniors who are homeowners can be assisted by the Applicant to have legal services to assist Seniors to avoid housing instability or the loss of ownership of their home. In addition to their own attorney staff, Applicants may seek *pro bono* services from other members of the Bar.

- Legal Services to Coop-Condo Associations
  Legal services may be provided to Cooperatives and/or Condominiums ("Associations") to ensure housing stability. If Associations have problems in areas of legal entity status, required legal or financial filings, compliance issues, risk management concerns, board and member training, best legal practices, and collection of association fees (to name of few), such issues may threaten the member's housing stability, and the owners' (or members') investment in their properties. Selected applicants will provide legal services to Associations in low- and moderate-income census blocks to mitigate these concerns, to preserve housing stability of owners and to ensure well-functioning Associations and Boards.

B13: Technical Assistance for Coop and Condo Associations

The Department seeks one or more organizations to provide technical assistance to Associations. The situation many Associations may face is a need for training in best practices of Association management. Training in best practices and frequently encountered problem situations may be offered by the grantee not only to the Association Board but also to the owners in the Association. Association boards and their member owners frequently face issues of association fees not being paid, lack of income to fund reserves, special projects that would require a special assessment, and decisions of taking court action or being the defendant in a court action. These are just a few of the legal issues which may arise for the Association, in addition to the more routine matters of by-laws and required legal documents for the operation of the Association.

B14: Technical Assistance for Landlords of Small Rental Properties

Landlords of small rental properties face enormous challenges. They frequently lack the staff and the resources of large multi-family properties to deal with the many details of operations and asset management. Small unit properties cannot readily absorb mistakes or challenges.

In a ten-unit property, one vacancy is a 10% vacancy rate, while one unit in a 100-unit property is 1% vacancy rate. Yet, small unit properties are often the affordable renter properties. To preserve this housing stock as an affordable option, DHCD seeks grantees to provide Technical Support to Owners of Small Unit Properties (of 30 units or less).

Services can be provided through group training as well as through one-on-one counseling. Like many small business owners, owners can often benefit from a better understanding of accounting practices and financial statements (balance sheet, income statement, cash flow report). Knowledge of financing options is another common to many business owners. Topics such as these are particularly suitable to the needs of owners.

1. **Property Management Software:** Landlords often need help selecting and implementing property management software to track rent payments, maintenance requests, tenant information, and other critical operational data.

2. **Legal Compliance:** Guidance on navigating complex local, state, and federal housing laws and regulations related to fair housing, security deposits, evictions, and other landlord-tenant issues.

3. **Financial Management:** Guidance with accounting, tax preparation, and financial planning specific to rental property ownership and operations.

4. **Maintenance and Repairs:** Access to vetted contractors, tradespeople, and service providers to handle property maintenance, repairs, and upgrades in a timely and cost-effective manner.

5. **Tenant Screening and Selection:** Guidance and best practices with tenant screening processes, background checks, and selecting responsible renters to minimize vacancies and evictions.

6. **Marketing and Leasing:** Help with listing vacant units, advertising, showing properties, and executing leases to keep units occupied.

7. **Emergency Response:** Guidance on developing emergency plans and protocols to address unexpected events like natural disasters, property damage, or tenant issues.

8. **Asset Management Issues:** The ratios and metrics of asset management for multi-family properties provide a helpful guide to best practices. For example: Many landlords are unaware of the effect that certain metrics have in their properties. Slow "Make-Ready" times, refers to the length of time it takes to prepare an apartment to be shown to prospective tenants. Similarly, "turn time" refers to the times it takes to find a renter and receive the first month's rent. Slow turn times are also a drain on resources. When there are slow "make ready" and slow "turn times" the combined effect can be detrimental for the property's future. High turn-over rates among renters is another draw on the income. Other issues and topics include: What to do when you have a tenant who is not paying rent? What are the alternatives to eviction? How do the Court work? Are there pre-eviction resources? What legal services are available to the owner?

CATEGORY C: TENANTS AND TENANT GROUPS: SERVICES RELATIVE TO Tenants Opportunity to Purchase Act, Rental Conversion and Sale Division, and Rental Accommodations Division

The DC Tenants Opportunity to Purchase Act (TOPA) seeks to protect tenants and tenant groups from displacement due to sale of the property. The law allows tenants to purchase their apartment building. Tenants have the choice of maintaining the apartments for rent or converting to cooperatives or condominiums. DHCD seeks to preserve affordable housing in the District and limit displacement of low- and moderate-income households. For groups that choose coop or condo conversion, this provides a path to homeownership.

DHCD provides both financial assistance and technical assistance, as well as specialized organizational and development services, for tenant groups who are pursuing the purchase of their apartment buildings. Through DHCD's Development Finance Division, organized tenant associations may be provided with seed money, earnest money deposits, and acquisition and/or rehabilitation assistance. After acquisition and rehabilitation, DHCD also provides ongoing Board training and property management support to the newly formed cooperative or condominium Boards.

C15: TOPA: Pre-purchase Training

DHCD seeks one or more organizations which will provide pre-acquisition organizational and developmental counseling and training to tenant groups or tenant associations in support of their intent to purchase their building. These tenant groups must be preliminarily qualified as eligible for DHCD's Tenant Purchase Technical Assistance program. Grantees must provide the following services to tenant groups:

a) establishment of a tenant association.
b) selection and appropriate training of Board members.
c) training of captains (court, building and floor).
d) training in roles and functions of committee members; (5) training tenant groups in detail about the building purchase process.
e) training tenant associations in property management techniques.
f) provide training to the tenant association on each type of ownership; and conducting surveys of tenant associations to determine the appropriate form of ownership for their building (cooperative or condominium).

It is critical that Grantees in this service maintain an outreach to educate and inform low- and moderate-income tenants about their rights and opportunities provided by TOPA. Grantees are encouraged to make this a central aspects of their marketing plan, and to create

opportunities as well as avail themselves of opportunities to participate in educational outlets to reach tenants. Collaboration with other Grantees in this or similar service lines is encouraged. Grantees should participate in DHCD when and as those opportunities for outreach are available.

While training the tenant association, the grantee must be able to prepare and submit appropriate documentation required in the purchase process, including but not limited to tenant profiles and feasibility analyses, response to Notice of Sale of Building, preliminary development, acquisition, and rehabilitation plans, and operational plans.

The grantees must have skill and experience in negotiating the lease or purchase of the building. In addition, grantees must assist tenant groups in procurement related to the development, purchase, and rehabilitation process, including but not limited to attorneys, architects, engineers, financial and developmental consultants, private developers, appraisers, and property managers.

C16: TOPA: Post-Purchase Training

DHCD seeks one or more organizations which will provide ongoing post-acquisition counseling services which include property management and Board training for properties which have been purchased and/or rehabilitated with financial assistance from the DHCD Development Finance Division's First Right Purchase program. Generally, these are multi-family properties that have been purchased through limited equity cooperative agreements or condominium purchases. Therefore, non-profit Board training and development skill and/or experience, as well as multi-family property management skills are critical to providing effective counseling services. Services to be provided under this activity may include, but are not limited to:

a) establishing standards of evaluation for each participant's financial status and leadership capacity.
b) conducting annual management reviews of all Boards, oversee election and
c) training of new Board members.
d) assisting in the establishment of appropriate arrangements with required service providers such as exterminators, garbage collectors, landscapers, etc.
e) assisting in capital management planning and a stabilization plan for rehabilitation and/or refinancing.
f) tracking property vacancies and reviewing new applications for membership.
g) establishing and reviewing membership guidelines.
h) technical assistance in accounting, budgeting, and the preparation of financial statements for long-term financial viability.
i) providing Board of Directors with training as appropriate; and

j) other required management and support duties. Grantees will assist the condominium or cooperative in developing a budget for the overall management and carrying costs of the property.

Grantees will assist the Board and membership in all aspects of management, such as completion of the audit, Fair Housing issues, required individual, property, and Board insurance, taxes, the role of Board officers, evaluation of monthly financial performance, training on lender compliance, i.e. loan payments, income requirements. DHCD will likely negotiate assignment of specific properties to grantees for this service.

Legal Citations Governing Program Area in Category C:

Applicants to provide any service in Category C should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
Tenant Purchase Technical Assistance Program DC Code 42-3404.02
Rental Housing Conversion and Sale Act of 1980, as amended (DC Code 42-3401.01 et. seq.)
(Also known as the Tenant Opportunity to Purchase Act or "TOPA")

C17: Services for Tenants and Tenant Organizations
(in partnership with Housing Regulation Administration, Rental Accommodation Division, Rental Conversion and Sale Division).

Activities under this service will supplement and enhance the services provided by DHCD's Housing Regulation Administration (HRA), which includes the Rental Accommodations Division (RAD) and the Rental Conversion and Sale Division (CASD).

RAD administers the Rental Housing Act of 1985 (D.C. Official Code § 42-3501.01 et seq.) which regulates residential rental housing registration and the rent stabilization program (commonly known as rent control). RAD oversees rent adjustment procedures, processes notices to vacate, reviews tenant petitions prior to adjudication by the Office of Administrative Hearings and adjudicates most types of landlord petitions. RAD also proposes rules and regulations for administration of the Rental Housing Act for review and publication by the Rental Housing Commission.

CASD administers the Rental Housing Conversion and Sale Act of 1980 (D.C. Official Code § 42- 3401.01 et seq.) which regulates the sale or transfer of ownership interests under the

Tenant Opportunity to Purchase Act of 1980 (TOPA) (D.C. Official Code § 42-3401.01 et seq.), the conversion of use of rental housing to condominium or cooperative ownership and residential condominium formation and registration under the Condominium Act of 1976 (D.C. Official Code § 42-1901.01 et seq.). Further, CASD administers a Housing Assistance Payment program (HAP), under which tenants may be eligible for rent assistance if they are displaced due to the conversion of use of their apartment building to condominium or cooperative ownership.

CASD also proposes rules and regulations for administration of the Rental Housing Conversion and Sale Act of 1980.

DHCD seeks one or more organizations which will support RAD and CASD operations by providing counseling and tenant education services to tenants and tenant groups. Grantees must provide counseling and training assistance to tenants and tenant organizations regarding the District's rental housing laws and tenant and landlord rights and responsibilities.

For CASD, grantee organizations must provide counseling and training concerning: (1) tenants' TOPA rights when a landlord intends to sell, demolish, or discontinue rental housing use; (2) transfers of rental housing ownership or economic interests; (3) assisting tenants or tenant organizations in exercising their right to purchase; (4) informing tenants or tenant organizations relating to partner-investors and assigning TOPA rights; (5) conversion of use from rental housing to condominium or cooperative ownership by tenant elections, or conversion in lieu of tenant elections; (6) the Housing Assistance Payment program and relocation assistance; (7) tenant organization formation, incorporation, and registration; (8) protections for elderly or disabled tenants; (9) coercive or retaliatory activities; (10) tenant rights when rental housing is in foreclosure; (11) notices of intent to convert use from rental housing to condominium or cooperative ownership; and (12) relocation counseling for displaced tenants.

For RAD, service providers must demonstrate the ability to counsel and train tenants and tenant organizations on rent control provisions including properties that are regulated by or exempted/excluded from rent stabilization under the Rental Housing Act:

1) petition- based and annual rent increases.
2) executing and filing tenant petitions.
3) responding to landlord petitions.
4) protections for elderly and disabled tenants.
5) RAD's conciliation services.
6) notices to vacate and eviction procedures.
7) disclosures to tenants.
8) changes and decreases in services and facilities.

9) learning about and securing enforcement of housing condition regulations.
10) security deposits.
11) understanding lease provisions.
12) rent increases if a property is not under rent control.
13) appealing decisions of the Rent Administrator or the Office of Administrative Hearings; and
14) relocation counseling for displaced tenants. Note: Advocacy on behalf of tenant groups, or tenant rights assignees– including, but not limited to, legal advice or advocacy on tenants or tenant organizations' behalf in negotiations with a property owner–is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators, and not as advocacy groups. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns, or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a grantee is to ensure that tenants understand all available options.

Direct Counseling to Tenants and Tenant Groups: tenant counseling services will be designed to educate tenants in privately-owned properties about their legal rights and opportunities. This service is to be provided to tenants and tenant groups which are not subject to foreclosure and have not selected to exercise their Opportunity to Purchase Rights and/or Right of First Refusal under TOPA. It also includes providing other services and tenant education, which may not fall into the categories of services outlined above, such as eviction counseling, relocation counseling, apartment search, or apartment management.

DHCD seeks one or more organizations with the capacity to bring a range of resources to prevent involuntary displacement and to provide opportunities for continued affordable rental housing. Grantees must provide counseling services to tenants and tenant groups which include, but are not limited to: (1) outreach to tenant groups upon notice of one-year potential for subsidy expiration; (2) technical assistance in negotiations between owners and HUD relative to the renewal of federal subsidy contracts; (3) counseling for tenants in buildings where the subsidy will be lost and the tenant(s) must move; (4) counseling for tenants who are behind in their rent on best-action options; and (5) appropriately referring tenants who are in landlord/tenant disputes to all available resources. Grantees must also conduct research using the many databases and research tools available to identify properties that have a critical need for counseling assistance, including but not limited to DCHousingsearch.org. Note: Advocacy on behalf of tenant groups or tenants' rights assignee –including, but not limited to, legal advice or advocacy on tenants or tenant organizations behalf in negotiations

with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators and not as tenant advocates. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a prospective grantee is to ensure that tenants understand all available options.

Additional Legal Citations Governing Programs in Category C.

Applicants to provide any service in this Category and should review in detail the legal citations governing DHCD's rental accommodation functions:
(1) the Rental Housing Act of 1985, D.C. Official Code § 42-3501 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapters 38-44.
(2) the Rental Housing Conversion and Sale Act of 1980, D.C. Official Code § 42-3401 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapter 47.
(3) the Condominium Act of 1976, D.C.

Official Code § 42-1901 et seq.; (4) D.C. Official Code § 42-1901 et seq.; (5) the First Right to Purchase Program, title 14 of the District of Columbia Municipal Regulation, chapter 2700; and (6) Housing Conditions, Title 14 of the District of Columbia Municipal Regulations, Chapters 1 15. Submission of an application relevant to these services presumes that the applicant intends to meet all requirements to provide counseling to tenants and tenant groups pursuant to these above referenced citations.

3.3 Geographic Distribution of Services

The Department's decision to select one or more grantees to provide services will be influenced by the potential geographical distribution of service among the qualified applications received. Applicants can designate their proposed service areas in the District based on their by-laws, Board policies, etc. However, the Department reserves the right to designate any service areas it deems appropriate or necessary in making awards and negotiating grant terms. In reviewing the applicant pool, the Department's priority will be to ensure that excellent affordable housing counseling and training services are provided to all low- and moderate-income citizens of the District of Columbia. The Department will seek to bring parity in the quality of all housing services provided for all areas of the District through the award and ongoing management of these grants.

3.4 Marketing and Outreach

Marketing Plan to be submitted: Marketing and outreach are critical aspects of the grant's work. Grantees' efforts ensure these programs and services' success and desired impact. No Grantee or service is exempt from this requirement. Applicants must submit a detailed marketing and outreach plan for the services they are applying for. The plan should be detailed and not assume an understanding that has not been stated. Marketing should be included in the proposed budget and work plan.

DHCD will review and approve the marketing plan. In accordance with agency policy, marketing activities should highlight partnerships with and funding by DHCD.

Aspects of Marketing and Outreach to be considered:

- Continuous and consistent marketing and outreach are essential to achieving these services' objectives and maximizing public awareness of DHCD housing programs.
- Because of DHCD's diverse target population, grantees must utilize various marketing tools.
- Grantees are responsible for distributing DHCD program materials at community forums, public events, homeownership meetings, and fairs. Marketing and outreach may include but are not limited to, websites, email blasts, blogs, listservs, Twitter, Facebook, YouTube, Hope Hotline, flyers, door-to-door visits, community meetings, use of cable television (Channel 16), and public service announcements.

Coordinated with the Department: The grantee's marketing and outreach must be coordinated with DHCD. Grantees are expected to continually assess the success and impact of their marketing efforts to identify the most effective and efficient ways of reaching low- and moderate-income populations.

Participation in Department Marketing Activities: As required by DHCD, Grantees must participate in public activities and events related to housing opportunities. These may include but are not limited to tabling at events, participating in panel discussions, and providing speakers to groups, agencies, or organizations that request them.

DHCD Acknowledgement: Grantees must always acknowledge such housing assistance activities as Department of Housing and Community Development programs in any distributed print or electronic materials. DHCD must approve all such materials before distribution.

Use of DHCD Logo: All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or entirely, by the Department.

1. The written or printed materials must include the authorized DHCD logo.
2. Written or printed materials include, but are not limited to, newspaper, radio, and television announcements or advertisements. Websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.

4. The grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to the Grantee.
5. The grantee must provide copies of all marketing materials, brochures, flyers, and other materials that publicize grant-funded activities to the Grantor via email at dhcd.occo@dc.gov
6. The grantee shall publicize as appropriate to its constituency through social media, print, and online postings, DHCD communications, and events related to Grant-supported activities.

Diversity and Language Access in Marketing: Grantees must demonstrate the capability to effectively serve and communicate with the District's various non-English speaking and special needs populations. This means that marketing and outreach materials must be made available in multiple languages and media based on the needs of those populations. The grantee must demonstrate its intent and capability to comply with the District's Language Access Law. In addition, grantees must demonstrate the availability of appropriate staffing to ensure compliance with the District's Language Access Law.

3.5 Focus Areas and Neighborhood Revitalization Strategy Areas (NRSA)

DHCD has identified specific areas of the District as "Focus Areas." These Areas represent areas where the District has invested in funding to create and preserve affordable housing. Focus Areas follow main routes through the District and their associated neighborhoods. In many cases, business owners are centered on these major routes, while resident services will be seen as more appropriate for those in the communities. Applicants must ensure services are delivered to low- and moderate-income households or areas as part of their program (Housing Services, Small Business Technical Assistance, Façade Improvement). This is a CDBG requirement.

- For Housing Counseling applicants, these Focus Areas should be used to plan outreach activities to inform residents of their services.
- For SBTA and Façade grantees, the Focus Areas define the geographical areas of the District in which they will provide services. In this latter case, the Focus Areas define not only their outreach area but also their service area.

NRSAs Targeting East of the River

The Department obtained the HUD designation for the Neighborhood Revitalization Strategy Area (NRSA) for the Focus Areas in Wards 7 and 8. DHCD has designated areas of Historic Anacostia in the city's Southeast and Far Northeast communities as Neighborhood Revitalization Strategy Areas (NRSAs). This designation will allow the city to target Community Development Block Grant (CDBG) funding that supports economic and community revitalization efforts. These include Martin Luther King Jr Avenue, Marion Barry Avenue, Minnesota Avenue, and Benning Road. However, all areas of Ward 7 and Ward 8 remain the focus of the grantee's work and outreach.

For communities outside of the NRSA areas, DHCD has designated Focus Areas throughout the District. Applicants are encouraged to partner with other community-based organizations. This collaboration can include cross-disciplinary collaboration. For example, a Façade grantee may partner with an SBTA grantee to provide business owners various services encompassing both disciplines. Housing service grantees may partner to promote or provide services one grantee offers, but another may not. The key to collaboration is an outlook of being partners, not competitors.

The following is a list of the Focus Areas and some of their associated neighborhoods. The outreach plans can include other nearby neighborhoods, mindful of the low-income requirements. Each applicant is asked to select one or more Focus Areas for their application. Please note that this is a minimum, and applicants may choose more than three. Applicants will be asked to provide reporting on outreach activities.

The following is a list of the Focus Areas outreach plans, mindful of the low and income requirements.

Focus Areas/Neighborhoods

- **16th St NW Corridor** near the intersection with Havard St NW (Columbia Heights) in Ward 1
- **Georgia Ave and New Hampshire Ave NW Corridor** (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- **Rhode Island Ave and South Dakota Ave NE Corridor** (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 4 and Ward 5
- **M Street and South Capitol Streets SW Corridor** (Greenleaf and Waterfront) in Ward 6
- **Benning Road and Florida Ave NE Corridor** (NoMa/Ivy City/Trinidad) in Ward 5 and Ward 6
- **Minnesota Ave and Benning Rd NE Corridor** (Benning, Greenway) in Ward 7
- **Pennsylvania Ave and Minnesota Aves SE Corridor** (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- **East Capitol and Benning Rd Corridor** (Capitol View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- **Marion Barry Ave and Martin Luther King Aves SE Corridor** (Historic Anacostia, Fairlawn, Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- **Marion Barry Ave and Alabama Aves Corridor** (Skyland, Woodland, Garfield Heights) in Ward 8
- **Martin Luther King Ave and Alabama Ave Corridor** (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- **South Capital St and Chesapeake St SE Corridor** (Bellevue, Washington Highlands) in Ward 8

FY26 Housing Counseling Goals as Workplan

Organization Name:	Greater Washington Urban League
Grant Number	2025-03

Performance Period: 3/1/2025 to 02/28/2026

HUD Section #	Activity Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non-Public Service	CDBG Other/ FY 25 Allocation	Total
A1	HUD Housing Counseling		Number of Core Pre-purchase Purchase Loans	Public Service or HUD	$64,864.20	$0.00	$30,365.36	$95,229.56
A1			Number of Core Pre-purchase Counseling/Training Units to be Delivered					
A1		50	Number of 1:1 Counseling Sessions Budget & Credit					
A1			Number of unduplicated households					
A1		50	Number of 1:1 Homebuyer Counseling Sessions					
A1			Number of unduplicated households					
A2	8-Hour Homebuyer Class		Number of 8-hour Homebuyer Education Classes	Public Service or HUD	$0.00	$0.00	$0.00	$0.00
A2			Number of attendees at 8-hour Homebuyer Classes					
A2			Number of EHCH Certificates issued					
A3	HPAP (DHCD/DCHFA/DHP)		Number of HPAP Pre-Purchase Counseling conducted	Non-Public Service or HUD	$0.00	$0.00	$0.00	$0.00
A3	(DCFLCHLP)		Number of Attendees at HPAP Orientations					
A3			Number of Files submitted to HPAP Administrators					
A3			Number of 1:1 HPAP Counseling Sessions					
A3			Number of unduplicated households					
A4	Wildfire Counselors	25	Number of 8 Counseling Completed	Public Service or HUD	$30,317.00	$0.00	$30,317.10	$60,633.00
A4		2025	Number of Attendees at 4 Orientations					
A4		2025	Number of EHCH Certificates issued					
A5	Wildfire Housing Certification		Number of Wildfire Housing Certificates completed	Public Service or HUD	$0.00	$0.00	$0.00	$0.00
A6	PHDC		Number of PHDC Group Counseling/Coaching	Public Service or HUD	$0.00	$0.00	$0.00	$0.00
A6			Number of Attendees in PHDC group training					
A6			Number of 1:1 PHDC credits of credit gained					
A6			Number of unduplicated households receiving 1:1 PHDC credits					
A6			Number of PHDC Income Certification					
A7	General Housing Seminars & Information Group Format		Number of Financial Literacy Trainings (including but not limited to credit & budgeting)	Public Service or HUD	$0.00	$0.00	$0.00	$0.00
A7			Number of Attendees at Financial Literacy Trainings					
A7			Number of Homebuyer Clubs Meetings					
A7			Total of Attendees at Homebuyer Club Meetings					
A7			Number of group trainings or workshops not related to other categories					
A7			Number of Attendees at group trainings or workshops not reported in other categories					
A10	Fairfax Counseling		Number of Fairfax applications	Public Service or HUD	$0.00	$0.00	$0.00	$0.00
A10			Number of Attendees at Fairfax workshops					
A10			1:1 Fairfax Counseling					
A10			Unduplicated households 1:1 Fairfax Counseling					
A10			Number referred to Attorney(s) for Legal Services					
A10			Number of 1:1 Attorney Consultations (Law Firm Subrecipients Only)					
A10			Number of Unduplicated Clients participating in 1:1 Legal Consultations (Law Firm Subrecipients Only)					
A10			Number Foreclosure Prevented					
A11	HPOR	3	Number of HPOR Orientations conducted (regional)	Public Service or HUD	$30,134.00	$0.00	$11,130.00	$41,264.00
A11		20	Number of 1:1 Intake Sessions					
A11			Number of unduplicated households					
A11		10	Number of customer applications submitted to HPOR Portal					
D12	Legal Issues re: Seniors, Caregivers Consumers		Senior households receiving legal services	Public Service or HUD				20.00
D17	Rent Path Delinquency Only		Client Consultations receiving legal services					
D17			Clients Consultations receiving legal services					
D17			Number of Pro Bono Legal Services Received and Referred					
D17			Number of Referrals for Low Bono Financing					
D17			Number of Consultations or meetings for Low Bono Financing					
D17			Number of new partnerships created					
D12			Legal Surveys of Residents to get input with Pro Bono Provided					
D12			Number of outreach presentations conducted					
D12			Number of outreach services completed					
D17			Number of Senior Households that received Legal Counsel in Consultation					
D17			Number of Senior households that received Legal Representation					
D12			# of clients helped with Rx Activity M					
D17			# of clients helped with the planning part					
D17			# pro bono attorneys engaged in housing-related matters					
D12			# referrals receiving legal assistance/clinics					
B13	Technical Assistance for Co-Ops and Condo Associations		Number of Co-Op Associations receiving Technical Assistance	Public Service or HUD				30.00
B13	Coops		Number of Action Plans written for Co-Op Associations					
B13	Coops		Number of Assessments Delivered to Co-Op Associations					
B13	Coops		Number of Asset Management Implementation Services Provided for Co-Op					
B13	Coops		Number of Asset Management Early Alert Reports Provided to Co-Op					
B13	Coops		Number of Consultation Services Provided to Co-Op Associations and Clients					
B13	Coops		Number of Legal Assistant Services provided to Distressed Co-Op Associations					
B13	Coops		Number of Consultation Services Provided to Co-Op Associations and Clients					
B13	Coops		Number of Organizational Sustainability Training/Support Services Provided to Co-Ops					
B13	Coops		Number of Ownership Structure Reviews provided to Mission Instructor model including shared equity					
B13	Coops		Number of Reviewed Plans completed and presented to Co-Ops					
B13	Coops		Number of Trainings on Board Operations Governance & Management to Co-ops					
B13	Coops		Number of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management					
B13	Coops		Number of written Asset Management & Sustainability Plans for Co-Ops					
B13	Coops		Number of Condo Assessment Reserves/ Institute Inventory					
B13	Condos		Number of Action Plans written for Condo Associations					
B13	Condos		Number of Individual Consultations for Condo Associations					
B13	Condos		Number of Asset Management Implementation Services Provided for Condo					
B13	Condos		Number of Annual Survey of Clients (Attorneys) to Gauge Success and Opportunity Improvements completed by Condo					
B13	Condos		Number of Asset Management Tracking Support Services Provided to Condo					
B13	Condos		Number of Legal Assistant Services provided to Distressed Condo Associations					
B13	Condos		Number of Consultation Services Provided to Condo Associations and Clients					
B13	Condos		Number of Organizational Sustainability Training Support Services Provided to Condo Associations					
B13	Condos		Number of Reserve Plans developed and provided for Condo Associations					
B13	Condos		Number of Trainings on Board Operations Governance & Management to condo associations					
B13	Condos		Number of written Asset Management & Sustainability Plans for Condo Associations					
B13	Coops and Condos		Number of Annual Survey of Clients (Attorneys) to Gauge Success and Opportunity Improvements					
B13	Coops and Condos		Number of Consultations (Condo and Co-Ops) referred to greater nonprofit Law Firm					
B13	Coops and Condos		Number of Trainings on Governance including Succession and Succession Management					
B14	Technical Assistance for Small Apartments (between 25 units and less)		Number of Reserve Assessments	Public Service or HUD				30.00
B14			Number of Owners/Managers receiving Services					
B14			Number of Action Plans Implemented					
B14			Number of Owners/Managers receiving Asset Management Guidance					
B8	General Home Ownership Pre-Purchase Non-Delinquent		Number of Homeownership Preservation Workshops	Public Service or HUD				30.00
B8			Number of Attendees at Homeownership Preservation Workshops					
B8			Number of Post-Purchase Workshops (not including Homeownership Preservation)					
B8			Number of Attendees at Post Purchase Workshops (not including Homeownership Preservation)					
B8			Number of 1:1 Post-Purchase Counseling Sessions					
B8			Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions					
B9	Homebuyer Upgrading		Number of Homebuyer Workshops	Public Service or HUD	$22,700.00	$0.00	$10,700.70	$34,134.00
B9			Number of Attendees at Homebuyer Workshops					
B9		10	Number of 1:1 Homebuyer Counseling Sessions					
B9			Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions					
B9			Number of 1:1 Attorney Consultations (Law Firm Subrecipients Only)					
B9			Number of Unduplicated Clients participating in 1:1 Legal Consultations (Law Firm Subrecipients Only)					
B9			Number referred to Attorney(s) for Legal Services					
B9			Number of Foreclosures Prevented					
C15	TOPA Pre-Purchase Counseling & Training		Number of TOPA Meetings with Tenant Associations					

C75			Number of Attendees at FDPA Meetings	Public Service or MOA				20.00
C76			Number of FDPA Training Workshops to Provide					
C77			Number of Attendees at FDPA Training Work shops					
C78	NDPA Food Purchase Consulting & Training		Number of FDPA Food Purchase Training Workshops	Public Service or MOA				10.00
C79			Number of Attendees at FDPA Food Purchase Workshops					
C80			Number of contacts and interactions					
C81			Number of one on one training sessions					
C82			Number of group training/meeting					
C83	Family Counseling Services Social Responsibility Center		Number of unduplicated households	Public Service or MOA	$12,520.00	20.00	$7,000.00	100,200.00
C84		20	Number of one on one training sessions					
C85		6	Number of group training/meeting					
C86		25	Number of attendees at group training/meeting					
Marketing	MARKETING AND QUOTATION	3	Mapping Fees	Public Service or MOA	$1,000.00	10.00	1000.00	$3,000.00
Marketing		6	Other Talking Points					
Marketing			Flyers Distributed					
Marketing			Social Media Posts (Facebook, LinkedIn, Instagram)					
Marketing			Mailings					
Marketing			Paid Advertising (Google ads, IG post)					
Marketing			Other					
Marketing			Other					
	TOTALS	6317			$177,520.00	30.00	$88,000.00	$254,000.00
					$ 177,520.00		$ 88,000.00	
					$/ %		$ 88,000.00	
					$ 177,520.00		$ 88,000.00	

Exhibit B Budget

- Schedules A (3-1) and A (3-2) for the First Performance Period

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 12/09/2024

ORGANIZATION NAME:	Greater Washington Urban League, Inc
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 to 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Number of Hours	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
Personnel Subtotals						$138,637.75
					Fringe Benefits (Max 20%)	$27,727.55
					Total NBAP Grant Personnel Costs	$166,365.30

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

Rev. 12/09/2024

ORGANIZATION NAME:	Greater Washington Urban League, Inc
PERIOD OF PERFORMANCE:	2/1/2025-9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	
WARD (if applicable):	
TYPE OF ACTIVITY:	

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$166,365.30	$0.00	$166,365.30
Credit Report	$1,200.00	$0.00	$1,200.00
Space	$19,000.00	$0.00	$19,000.00
Audit Fees	$2,500.00	$0.00	$2,500.00
Telephone	$3,600.00	$0.00	$3,600.00
Consumables Supplies	$500.00	$0.00	$500.00
Marketing & Outreach	$2,500.00	$0.00	$2,500.00
Training	$3,500.00	$0.00	$3,500.00
IT Services & Support	$3,163.74	$0.00	$3,163.74
Membership Dues	$0.00	$0.00	$0.00
Printing & Publication	$1,584.00	$0.00	$1,584.00
			$0.00
Total Direct Cost	$203,913.04	$0.00	$203,913.04
Total Indirect Costs (De Minimis Cost Rate 15%)	$30,586.96		$0.00
Total Costs	$234,500.00	$0.00	$203,913.04

Exhibit C Required Reporting

- Monthly Performance Report
- Monthly Report of Group Trainings
- Monthly Report on Outreach and Marketing Activities
- Monthly Reporting of Special Activities
- Monthly Reporting of changes in personnel relative to grant work and payroll
- Quarterly Beneficiary Data
- Quarterly Language Access Report
- Quarterly Data Report

DC Department of Housing and Community Development

Deadline 00/00/0000

FY25 RFA: Housing Services

ZoomGrants Help [hide this]

Creating a New Application to Submit
The 'Saving' screen is still flashing...now what?
Missed Deadline FAQs
Invite Collaborators to Work on Application

Applicant View

Application Status: Not Submitted

Ask a Report Question

(answers are saved automatically when you move to another field)

Instructions Show/Hide

As in the past, Performance Reporting is divided into three sections:

- **Workplan Metrics** (numbers only),
- **Accomplishment Narrative** (Text Boxes), and
- **Various uploads** (spreadsheets usually).

This data is extremely important. Reports can affect performance goals and funding. Your reports are used to report to the City Administrator, the Mayor (including DMPED) and to the District Council and its Committee on Housing. Where uploads are required, **use excel files or Word files.** This will allow your information to be uploaded into the database and reported to District leaders.

For **Workplan Metrics**, use only numbers or leave it blank. **Letters such as N/A are to be avoided.** This will make your report impossible to be uploaded in the DHCD database and will require your corrections. Only numbers zero (0) and above can be used. If a metric is left blank, it will be treated as a zero.

In the **Accomplishment Narrative**, text boxes are provided to provide statements of activities or the information requested. In the first Report, please answer Question 22 (Points of Contact) with all points of contact for the areas mentioned. Thereafter in subsequent months, if there are no changes, it is okay to say, "No Changes". The same is true for Question 21 (staffing). Please answer Question 23 (Success Stories), Question 24 (Good News), Question 25 (Other DC agencies and initiatives). Question 26 is important. Remember the RFA asked applicants to align outreach to the Focus Areas mentioned on pages 33 and 34 of the RFA. Mentioning specific Focus Areas in the narrative for Q26 is helpful.

The **Document Upload** section is where excel spreadsheets (usually, sometimes Word Documents) are uploaded. **PDFs cannot be uploaded into database.** [The District of Columbia is fortunate to have many DC Based Programs such as HPAP, IZ/ADU, PADD, SFRRP, TOPA, HRA/RAD related activities, as well as direct services to tenants and tenant groups, and services to Condo/Coop Associations. DHCD staff need monthly reporting in order to better do their work and respond to the needs of DC citizens. These reports are shared directly with the appropriate program manager.]

There three areas of your activities will be reported on a monthly basis to help us meet our HUD and DC Government requirements and the needs of DC residents.

Reporting for Fiscal Year 2026 will begin with Report # 1. The end of Government's fiscal year (9/30/2025) will conclude with Report # 10 and the close-out of FY25 Purchase Orders. The complete schedule is below for the monthly report.

Other Reporting: Beneficiary Data and Language Access

Other reports are also required. These include **Beneficiary Report** and **Language Access Report.** These two reports are required on a quarterly basis. These reports will not be answered within ZoomGrants. The Office of Program Monitoring will provide the spreadsheets to use for these quarterly reports. Please see your Grant Agreement for additional information about the monthly and quarterly reports. Please note, the Beneficiary Report corresponds to the sources and uses of your Grant Agreement. A separate Beneficiary Report is needed for each type of funding awarded: Public Service (PS), Non-Public Service (NPS) and NRSA Wards 7 & 8 PS and NPS.

These quarterly reports will be due:

Oct/Nov/Dec 2/24/2025

Jan/Feb/March 4/10/2025

April/May/June 7/10/2025

July/August/Sept 10/10/2025

Please note we cannot extend these deadlines since they are HUD's deadlines and not in our control. Please submit your report on schedule.

Please remember HUD views reporting and reimbursement requests as inseparable and therefore to be coordinated at the same time. Please avoid not filing on the deadline.

Monthly Reporting on Performance and Accomplishments

Report Number Period Covers Due Date

Report Number	Period Covers	Due Date	Notes
Report 1	FY25 Q1 (Oct/Nov/Dec)	03/03/2025	
Report 2	January	03/03/2025	
Report 3	February	03/10/2025	
Report 4	March	04/10/2025	
Report 5	April	05/10/2025	
Report 6	May	06/10/2025	
Report 7	June	07/10/2025	
Report 8	July	08/10/2025	
Report 9	August	09/10/2025	
Report 10	September	10/10/2025	

In ZoomGrants reporting, there are data questions. Please enter only a whole number. If a particular question doesn't apply to your statement of work and workplan, please enter zero. The narrative questions also require a response. If there is nothing to report in the narrative, please enter a statement such as "No changes" or "Not applicable".

Report 1: 3/3/2025

This report is OVERDUE. Submit Report 1

Agency

This is a branching question. The system will remove questions that do not apply to you based on your answer to Question #1.

Please disregard the number sequencing.

1. Identify Your Agency Name

This is a branching question. Only the questions that apply to your agency will appear.

- ○ CARECEN-Central American Resource Center
- ○ Centro de Apoyo Familiar

- ○ Greater Washington Urban League, Inc.
- ○ Housing Counseling Services
- ○ Latino Economic Development Corporation of Washington DC
- ○ Legal Counsel for the Elderly
- ○ Lydia's House in Southeast, Inc.
- ○ Manna, Inc.
- ○ Marshall Heights Community Development Organization, Inc.
- ○ Mi Casa
- ○ Neighborhood Legal Services Program of the District of Columbia
- ○ University Legal Services

Workplan Accomplishment Metrics

2. A1: HUD Housing Counseling

Ignore the auto-total number.

Number of First Time Homebuyers Purchasing Homes

Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)

Number of 1:1 Counseling Sessions (Budget & Credit)

Number of unduplicated households

Number of 1:1 Homebuyer Counseling Sessions

Number of unduplicated households

3. A2: 8-Hour Homebuyer Class

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of 8-hour Homebuyer Educations Classes

Number of Attendees of 8-hour Homebuyer Classes

Number of DHCD Certificates Issued

4. A3: HPAP (EAHP/NEAHP)

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of HPAP Pre Purchase Orientations conducted

Number of Attendees at HPAP Orientations

Number of Files submitted to HPAP Administrators

Number of 1:1 HPAP Counseling Sessions

Number of unduplicated households

5. A4: IZ/ADU Orientations

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of IZ Orientations Conducted

Number of Attendees at IZ Orientations

Number of DHCD Certificates issued

6. A5: IZ/ADU Income Certifications

Ignore the auto-total number.

Number of IZ/ADU Income Cetifications completed

7. A6: PADD

Ignore the auto-total number.

Number of PADD group training/coaching

Number of Attendees at PADD group training

Number of 1:1 PADD sessions (if applicable)

Number of unduplicated households receiving 1:1 PADD sessions

Number of PADD Income Certifications

8. A7: General Housing Services & Information (Group Training)

Ignore the auto-total number.

Number of Financial Literacy Trainings (including but not limited to credit & budgeting)

Number of Attendees at Financial Literacy Trainings

Number of Homebuyer Clubs Meetings

Total of Attendees at Homebuer Club Meetings

Number of group trainings or workshops not reported in other categories

Number of Attendes at group trainings or workshops not reported in other categories

9. B8: General Home Management (Post Purchase Non-Delinquent)
Ignore the auto-total number.

Number of Homeownership Preservation Workshops

Number of Attendees at Homeownership Preservation Workshops

Number of Post-Purchase Workshops (not including Homeownership Preservation)

Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)

Number of 1:1 Post-Purchase Counseling Sessions

Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions

10. B9: Foreclosure Counseling
Ignore the auto-total number.

Number of Foreclosure Workshops

Number of Attendees at Foreclsoure Workshops

Number of 1:1 Foreclosure Counseling Sessions

Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number of Foreclsoures Prevented

11. B10: Eviction Counseling

Ignore the auto-total number.

Number of Eviction workshops

Number of Attendees at Eviction workshops

1:1 Eviction Counseling

Unduplciated households 1:1 Eviction Counseling

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number Evictions Prevented

12. B11: SFRR

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of SFRRP Orientations conducted (required)

Number of 1:1 Intake sessions

Number of unduplicated households

Number of complete applications submitted in SFRRP Portal

13. B12: Legal Services for Seniors, Coops and Condos

Ignore the auto-total number.

Senior households receiving legal services

Coop Associations receiving legal services

Condo Associations receiving legal services

Number of Training for Law Firms

Number of Attendees at law firm training

Number of outreach activities

Number of new partnerships initiated

Number of clients helped with Schedule H

Number of clients helped with life planning docs

Number pro bono attorneys engaged in housing-related matters

Number veterans receiving legal counsel/advice

14. B13: Technical Assistance for Coop
Ignore the auto-total number.

Number of Co-Op Associations receiving Technical Assistance

Number of Action Plans written for Co-Op Associations

Number of Successful Outcomes for Co-Op Associations

Number of Asset Management Improvement Services Provided for Co-Op

Number of Asset Management Tactical Support Services Provided to Co-Op

Number of Consultative Services Provided to Co-Op Associations and Clients

Number of Legal Assistant Services provided to Distressed Co-Op Associations

Number of Organization Sustainability Tactical Support Services Provided to Co-Ops

Number of Ownership Educations Sessions provided to different ownership models including shared equity

Number of Relocation Plans completed and accepted for Co-Ops

Numbers of Trainings on Board Operations Governance & Management to Co-ops

Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management

Number of written Asset Management & Sustainability Plans for Co-Ops

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Co-Op Associations

Number of Associations (Coops) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Co-Op Associations

15. B13: Technical Assistance for Condo Associations

Ignore the auto-total number.

Number of Condo Associations receiving Technical Assistance

Number of Action Plans written for Condo Associations

Number of Successful Outcomes for Condo Associations

Number of Asset Management Improvement Services Provided for Condo

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo

Number of Asset Management Tactical Support Services Provided to Condo

Number of Legal Assistant Services provided to Distressed Condo Associations

Number of Consultative Services Provided to Condo Associations and Clients

Number of Organization Sustainability Tactical Support Services Provided to Condo Associations

Number of Relocation Plans completed and accepted for Condo Associations

Numbers of Trainings on Board Operations Governance & Management to condo associations

Number of written Asset Management & Sustainability Plans for Condo Associations

Number of Associations (Condos) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Condo Associations

16. B14: Technical Assistance for Small Apartment Owners (25 units and less)
Ignore the auto-total number.

Number of Inquiries Received

Number of Owners/Managers receiving Services

Number of Action Plans Written

Number of Action Plans Implemented/Completed

Number of Owners/Managers needing Asset Management Guidance

17. C16: TOPA Pre-Purchase Counseling & Training
Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Meetings with Tenant Association

Number of Attendees at TOPA Meetings

Number of TOPA Training Workshops to Tenants

Number of Attendees at TOPA Training Workshops

18. C16: TOPA Post-Purchase Counseling & Training
Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Post Purchase Training Workshops

Number of Attendees at TOPA Post Purchase Workshops

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

19. C17: Tenant Counseling for HRA - Rental Accommodation Division

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

Number of Attendees at group training/coaching

20. Marketing & Outreach

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Housing Fairs

Other Tabling Events

Flyers Distributed

Social Media Posts (Facebook, LinkedIn, Instagram)

Mailings

Paid Advertising (display ads in print)

Other

Accomplishment Narrative

21. Staffing information: Any changes (terminations or new hires) in staff members who are on the grant? Or in the Executive Leadership or Management Team? Number of HUD Certified Counselors (expressed as FTEs) on staff at the

end of this reporting period?

Maximum characters: 1000. You have 1000 characters left.

22. Who are the current Points of Contact and email for the following: 1) Executive Leader (NOTE: Executive leader is copied on all communication): 2) Grant/Fund Development: 3) Grant/Accounting: 4) Program Managers/Directors/Supervisors:

Maximum characters: 1000. You have 1000 characters left.

23. Please provide us with client success story/stories for this quarter by program. You may provide a link to an article that has been written for other purposes (newsletter, website, or newspaper article).
Redact (use a pseudonym) for any client name or other personal identifying information if you have not received a release.

Maximum characters: 3000. You have 3000 characters left.

24. Any good news to share? Any events and activities coming up? (e.g. obtained other grant funds to leverage DHCD grant, Open Houses, Presentations, Community Events, etc.)
Upload a calendar of upcoming program events (in-person or webinars).

Maximum characters: 3000. You have 3000 characters left.

25. Describe your organization's involvement in other projects or initiatives with other District agencies.

Maximum characters: 3000. You have 3000 characters left.

26. Describe your marketing and outreach during this period. What groups or areas did you market to, numbers, and in what way did you contact them (mail, event, email, personal, media, etc.)?

Maximum characters: 3000. You have 3000 characters left.

27. Describe any specific obstacles (if any) to your organization's program or service delivery during this period?

Maximum characters: 3000. You have 3000 characters left.

Documents Requested *	Required?	Uploaded Documents *	
ALL: Procurement Report, as applicable Download template: Procurement Report			Upload
ALL: Language Access for Outreach and Group Sessions Download template: Language Access for Outreach and Group Sessions	Required		Upload
ALL: Calendar of Next Quarter (3 months) of Orientations, Trainings, Workshops & 8-Hour Classes	Required		Upload
A-2 HBE 8-Hour Class Attendance Certificates Download template: A-2 HBE 8-Hour Class Attendance Certificates			Upload
A-3 Homebuyer Assistance Program Intake Download template: A-3 Homebuyer Assistance Program Intake			Upload
A-4 IZ Orientation Attendance Certificates Download template: A-4 IZ Orientation Attendance Certificates			Upload
B-11 SFRRP Intake Download template: B-11 SFRRP Intake			Upload
C-15 and C-16 TOPA Reporting Download template: C-15 and C-16 TOPA Reporting			Upload
C-17 Training for Tenants and Tenant Organizations Download template: C-17 Training for Tenants and Tenant Organizations			Upload

* *ZoomGrants™ is not responsible for the content of uploaded documents.*

CDBG PUBLIC SERVICE - HOUSING COUNSELING (HC) PROGRAM

HEAD OF HOUSEHOLD DEMOGRAPHICS

IDIS Number	
Community Based Organization (CBO)	
National Objective/Matrix Code	
Project Analyst	
Proposed HOUSEHOLDS TO Serve	
Total HOUSEHOLDS Served	
Difference Used for CAPER Analysis	

Tip #1	Avoid Duplicative Reporting
Tip #2	Complete each cell, even if Not (Not Applicable)
Tip #3	Do not complete Grayed-Out Cells
Tip #4	Report on HEAD of HOUSEHOLD
Tip # 5	Submit Quarterly
Tip #6	Public Service - HC Unit cannot show proof a home was purchased.
Tip # 7	CPH - Kelly Ann Hunter, CHCD Grant Management Officer, kelly-ann.hunter@dc.gov

HEAD OF HOUSEHOLD CHARACTERISTICS

Race/Ethnicity/Household Composition	Q 1 Number of Households Served	Number of Hispanic Hsld	Number of Hispanic Hsld Wards 7 and 8 (Not Included in Column Q)	SUBTOTAL Wards Outside Wards 7/8	SUBTOTAL Wards 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female Hsld	Elderly 62 + Hsld	Homeless Hsld	Formerly Homeless Hsld	Veteran Hsld	Disabled Hsld	Household Size	ALL WARD TOTALS: Total Head of Households	Total All Wards	Total Tenants and Owners
White	0			0	0																					0	0	0
Black/African American	0	0		0	0																					0	0	0
Asian	0	0		0	0																					0	0	0
Native Hawaiian/Other Pacific Islander				0	0																					0	0	0
American Indian/Alaskan Native & White				0	0																					0	0	0
Asian & White				0	0																					0	0	0
Black/African American & White				0	0																					0	0	0
Other Multi Racial				0	0																					0	0	0
Did not Report				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Income Data (In accordance with HUD Part V)	Q 1 Number of Households Served	Number of Hispanic Hsld	Number of Hispanic Hsld Wards 7 and 8 (Not Included in Column Q)	SUBTOTAL Wards Outside Wards 7/8	SUBTOTAL Wards 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female Hsld	Elderly 62 + Hsld	Homeless Hsld	Formerly Homeless Hsld	Veteran Hsld	Disabled Hsld	Household Size	ALL WARD TOTALS: Total Head of Households	Total All Wards	Total Tenants and Owners
Extremely Low 0-30%				0	0																					0	0	0
Low 31%-50%	0			0	0																					0	0	0
Moderate 51%-80%	0			0	0																					0	0	0
Non-Low/Moderate 81% - 100%				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Additional Data (Does not apply to Single Family Rehabilitation Rehabilitation Program)	Q 1 Number of Households Served	Number of Hispanic Hsld	Number of Hispanic Hsld Wards 7 and 8 (Not Included in Column Q)	SUBTOTAL Wards Outside Wards 7/8	SUBTOTAL Wards 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female Hsld	Elderly 62 + Hsld	Homeless Hsld	Formerly Homeless Hsld	Veteran Hsld	Disabled Hsld	Household Size	ALL WARD TOTALS: Total Head of Households	Total All Wards	Total Tenants and Owners
Was there an Continuing Access to Service or Benefit																												
Was improved Access to Service or Benefit																												
Received a Service or Benefit that is No Longer Subsidized																												
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Language Access

The recent Executive Order of the President makes English the Official Language of the United States.

Grantees may translate forms, document, trainings into other languages as they deem appropriate for the benefit of clients.

Grantees may also make provision for clients to have access who are English Proficient/Non-English Proficient (LEP/NEP).

The Language Access line remains available to Grantees. OPM can provide the phone number.

Grantees are encouraged to report on a quarterly basis concerning language accommodation for clients.

Tracking includes:

- Language
- Use of interpreter, bi-lingual staff person or language access telephonic line
- Used on the group basis or individual and the number of each

Exhibit D Method to determine Client Eligibility for Services

Method to determine Client Eligibility for Services:
By Household

DHCD will provide the spreadsheet to use for this Quarterly Report

If a grantee has two or three sources/uses of grant funds, a separate report is needed for each.

Sources/Uses includes

1. Public Services (PS),
2. Non-Public Services (NPS) and
3. NRSA Wards 7 & 8 PS & NPS.

For each the Household report includes:

Section 1

Grantees will provide the following information concerning race/ethnicity which shall be recorded by

- Ward,
- Head of Household,
- Tenant/Owner

White
Black/African American
Asian
Native American/Alaskan Native
Native Hawaiian/Other Pacific Islander
Native American/Alaskan Native & White
American Indian/Alaskan Native & White
Asian & White
Black/African American & White
Native American/Alaskan Native & Black/African American
Other Multi Racial
Did Not Report
TOTAL

Section 2

Also, each household shall be counted by income category using the CDBG income categories and dollar amounts. (See chart in this exhibit.)

Section 3

Lastly, each household shall be counted by CDNG service category.

With New or Continuing Access to Service or Benefit
With Improved Access to Service or Benefit
Received a Service or Benefit that is No Longer Substandard

The Number of Households in each of the above calculations be the same. That is, if 100 households are reported in Section 1, there must be 100 in reported also in Sections 2 and 3.

This procedures is repeated for:

- Non-Public Service Activities
- NRSA Wards 7 & 8 Public Service and Non-Public Service

INCOME LIMITS WITH UNCAPPED LIMITS

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

U.S. Department of Housing and Urban Development (HUD) FY 2023

Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	84,400	96,450	108,500	120,550	130,200	139,850	149,500	159,150

	Median Income	Family Four Low Income Limit
DC	$152,100	$95,300

This grant will consider eligibility based on Household Beneficiary Data

DHCD Contract No. 2025-03
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit E Budget Modification Form

BUDGET MODIFICATIONS

To request a Budget Modification, please reach out to your Point of Contact with Community Services to request the excel file.

The excel file should be returned to Community with the details (below) about your request. You may also send a PDF of the excel file in addition to the excel file itself. The excel is needed to upload to the database.

There should be a cover letter from the Executive Director requesting the modification as outlined in excel file attached. Only the Executive Director as a signatory to the Grant Agreement can request a Budget Modification.

The Excel file will guide you through the process.

The Excel template asks you for each line item in the A 3-2 (Personnel) to indicate the current budget and the requested budget modification for:

- Hourly rate
- Number of Hours to be charged to the Grant (total for the year)

Similarly for the A 3-1 the template asks the current Budget Amount for each line item and the requested modification amount for each line item in the A 3-1.

Each line item in the A 3-1 and A 3-2 must be included in the Modification.

The deadline to request a Budget Modification is June 1st of each year.

The Community Services team is available to provide technical assistance.

Cost Category	Current Budget	Increase (Decrease)	Requested Modification Amount
Personnel (Salary & Fringe)	$0.00	$0.00	$0.00
Credit Report	$0.00	$0.00	$0.00
Space	$0.00	$0.00	$0.00
Insurance	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Training	$0.00	$0.00	$0.00
IT Services & Support	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$0.00	$0.00	$0.00
Total Indirect Costs (De Minimis Cost Rate 15%)	$0.00		$0.00
Total Costs	$0.00	$0.00	$0.00

Exhibit F Drug Free Workplace Certification

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Certifications Regarding
Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code. and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - lll, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. Debarment, Suspension, And Other Responsibility Matters (Direct Recipient)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

1. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F. for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020. Notice shall include the identification number(s) of each effected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and incising termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (1), (c), (d), (e), and (f).

B. The applicant may insert in the space provided below the sites) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Drug-Free Workplace (Grantees who are Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, subpart F, for grantees as defined at 28 CFR Part 67; Sections 67 615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020.

As the duly authorized representative of the applications,
I hereby certify that the applicant will comply with the above certifications.

Greater Washington Urban League, Inc
2091 14th Street, NW, Washington, DC 20009

1. Grantee Name and Address

Grant# 2025-03
CDBG/NBAP Housing Counseling Services

2. Application Number and/or Project Name

53-0208981

3. Grantee IRS/Vendor Number

George H Lambert Jr., CEO

4. Typed Name and Title of Authorized Representative

5. Signature

10/18/2024

6. Date

Exhibit G Service Area Eligibility

This grantee provides services to residents of all DC Wards and will focus on the neighborhoods in these corridors where DHCD has invested resources for housing development.

- 16th St NW Corridor near the intersection with Havard St NW (Columbia Heights) in Ward 1
- Georgia Ave and New Hampshire Ave NW Corridor (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- Rhode Island Ave and South Dakota Ave NE Corridor (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 5
- M and South Capitol Streets SW Corridor (Greenleaf/Waterfront) in Ward 6
- Benning Road and Florida Ave NE Corridor (NoMa/Ivy City/Trinidad) Ward 6
- Minnesota Ave and Benning Rd NE Corridor (Benning, Greenway) in Ward 7
- Pennsylvania Ave and Minnesota Aves SE Corridor (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- East Capitol and Benning Rd Corridor (Capital View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- Marion Barry Ave and Martin Luther King Aves SE Corridor (Historic Anacostia, Fairlawn Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- Marion Berry Ave and Alabama Aves Corridor (Skyland, Woodland, Garfield Heights) in Ward 8
- Martin Luther King Ave and Alabama Ave Corridor (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- South Capital St and Chesapeake Aves SE Corridor (Bellevue, Washington Highlands) in Ward 8

Exhibit H Insurance Requirements

DHCD-BILL WINSTON-GRANT FOR VARIOUS COMMUNITY-BASED ORGANIZATIONS HOUSING COUNSELING AND SERVICES AF07082024

INSURANCE

A. GENERAL REQUIREMENTS. The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this grant, the types of insurance specified below. The Grantee shall submit a Certificate of Insurance to the Grant Administrator (GA) giving evidence of the required coverage prior to commencing performance under this grant. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the GA.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Grantee and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this grant, with the understanding that any affirmative obligation imposed upon the insured Grantee or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its subcontractors, and not the additional insured. The additional insured status under the Grantee's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the GA in writing. All of the Grantee's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Grantee or its subcontractors, or anyone for whom the Grantee or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the GA with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the GA in writing), covering liability for all ongoing and completed operations of the Grantee and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an

Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or it's equivalent) to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the GA in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee in connection with work under this agreement, with a minimum combined single limit of $1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Grantee shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Defense costs shall be in addition to and not erode the limits of liability
e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or it's equivalent)

3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

   Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   The Workers Compensation and Employers Liability shall be further endorsed to:
   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the GA of commercial umbrella or excess liability insurance with minimum limits of $5,000,000 per occurrence and $5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS
Any and all subcontractors engaged by Grantee for work under this agreement shall be required to have the same insured required of Grantee. Should the Grantee wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Grantee shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Grantee. In either instance, the Grantee must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

E. DURATION. The Grantee shall carry all required insurance until all grant work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this grant and two years for non-construction related grants.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the Grantee's liability under this grant.

G. CONTRACTOR'S PROPERTY. Grantee and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.

H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the grant price.

I. NOTIFICATION. The Grantee shall ensure that all policies provide that the GA shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Grantee no long complying with the above requirements. The Grantee shall provide the GA with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the GA with an updated Certificate of Insurance should its insurance coverages renew during the grant. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Grantee at least 30 days' notice of the change. Grantee must comply, at your expense, and deliver to the GA evidence of compliance before the change becomes effective.

J. CERTIFICATES OF INSURANCE. The Grantee must send to GA, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Grantee must also provide us with evidence of renewal before the expiration date of each insurance policy. Grantee is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . Certificates of insurance must reference the corresponding grant number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:
William Winston, Grant Administrator (DHCD)
1909 Martin Luther King Jr Av SE, Washington DC 20020
771-208-9628
Bill.winston@dc.gov

The GA may request and the Grantee shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Grantee expires prior to completion of the grant, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the GA prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the GA on an annual basis as the coverage is renewed (or replaced).

K. DISCLOSURE OF INFORMATION. The Grantee agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Grantee, its agents, employees, servants or subcontractors in the performance of this grant.

L. CARRIER RATINGS. All Grantee's and its subcontractors' insurance required in connection with this grant shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.

M. WARRANTIES. When applicable, the Grantee should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). GA should collect, review for accuracy, and maintain all warranties for goods and services.

Exhibit I **Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures**

DHCD

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director		3/17/25
2. Chris Earley, Deputy Director		~~3/13/25~~ 3/13/25
3. Julia Wiley, General Counsel		3/13/25
4. Bill Winston, Associate Director of Community Services		3/13/25
5. Ernest Merchant, Program Analyst		
6.		

SUBJECT:

Director's Comments:

Action

APPROVAL	CIRCULATE	CORRECTION	FILE	FYI	INVITATION	MEETING	SIGNATURE
☒	☐	☐	☐	☐	☐	☐	☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Housing Counseling Services, Inc.- NBAP FY25 Housing Services $2,010,000.00

Grant 2025-04

Originating Office

FROM:E. Merchant	TELEPHONE NUMBER:
DATE:3/13/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE: OFFICE OF THE DIRECTOR MAR 17 '25 PM2:37

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

MAR 17 2025

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Ernest Merchant
Program Analyst

Date: March 13, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Housing Counseling Services, Inc.**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$2,010,000.00**
ATTACHMENTS:	**FY25 Grant Agreement #2025-04** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

DISTRICT OF COLUMBIA.

COMMUNITY SERVICES
HOUSING COUNSELING SERVICES

GRANT AGREEMENT

BY AND BETWEEN
THE DISTRICT OF COLUMBIA
AND

HOUSING COUNSELING SERVICES INC.

This Grant Agreement ("Grant" or "Agreement"), is made effective as of March 13, 2025, ("Effective Date"), by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the D.C. Department of Housing and Community Development (hereinafter referred to as "Department," "DHCD" or "Grantor") and Housing Counseling Services, Inc., a District of Columbia non-profit corporation Grantee [DUNS No. Unique Entity Identifier (UEI) NA6MQB4FM3C1] (hereinafter referred to as "Grantee") with its principal place of business at 2410 17th St NW Ste 100 Washington DC 20009. Grantor and Grantee shall be collectively referred to herein as the "Parties."

RECITALS

1. The Department with offices at 1909 Martin Luther King Jr Avenue SE, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975, D.C. Official Code§ 6-1001 *et seq.*, and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Department is authorized to fund community based non-profit organizations that provide housing counseling services for low- and moderate-income persons.

3. On June 7, 2024, the Department published a Notice of Funding Availability ("NOFA") in the D.C. Register, which announced the forthcoming issuance of the Fiscal Year ("FY") 2025 Request for Applications ("RFA") for the Neighborhood-Based Activities Housing Counseling Services Program ("HCSP"). The RFA was issued on June 21, 2024, that solicited applicants to provide services to District of Columbia ("District") residents as a part of the Department's HCSP. HCSP includes Public Services ("PS"), and Non-Public Services ("NPS") as defined in Section I herein. U.S. Department of Housing and Urban Development ("HUD") approved counseling agencies employing one or more certified HUD counselors are eligible to provide both PS and NPS services, while organizations which do not have HUD approval status may provide PS services only. The RFA included an opportunity for applicants to provide one or more of seventeen (17) services listed in the RFA. These services include HUD-approved counseling in keeping with 24 CFR 5.100 and related Federal regulations (in 2 CFR Part 200, and 24 CFR Part 214) as well as services related to local DC programs which are administered by the Department. The RFA and the requirements set forth therein are also incorporated by reference herein.

4. The Grantee's RFA application demonstrates that its organization possesses project management, and organizational and administrative capacity to successfully perform as a nonprofit grant subrecipient under the Department's HCSP, and accordingly DHCD has determined to award a grant to the Grantee in FY 2025 ("25" or "2025").

5. The Grantor proposes to fund HCSP grant activities in FY 2025 from its allocation of Community Development Block Grant ("CDBG") funds authorized by Title I of the U.S. Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), 24 CFR Part 570.

6. As a condition precedent to disbursement of the Grant proceeds to Grantee for the sole and exclusive purposes described in Exhibit A (which includes the "Statement of Work" and the approved "Workplan", both attached hereto and made a part hereof), the Department requires that Grantee enter into this Agreement setting forth the terms and conditions of the Grant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are hereby incorporated by reference and made a part hereof.

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Section I. Definitions.

A. As used herein, the following terms shall have the meanings indicated:

a) **Fiscal Year**: All references to Fiscal Year(s) ("FY") herein refer to the District Government fiscal year which is October 1st to September 30th
b) **Neighborhood Revitalization Strategy Area** ("NRSA") refers to the HUD approved areas of Wards 7 and 8 which have been designated as strategic areas for revitalization. Services to Ward 7 and Ward 8 regardless of whether Public Service or Non-Public Service, attributed to the NRSA.
c) **Non-Public Services** refers to 24 CFR 5.100 counseling services provided to clients in connection with the purchase of a specific home. All other 24 CFR 5.100 counseling is Public Service.
d) **Public Services** refers to all other services and may include group training and/or one on one counseling.
e) **Performance Periods**: The Performance Period is defined as the start date and end date for which Grant funds are awarded to execute an approved Workplan and Statement of Work in keeping with the RFA for FY 2025. (See Section IV below.)

Section II. Exhibits.

The Exhibits listed below and the terms and conditions of the same are incorporated herein and made a part of this Agreement.

A. Services to be Provided
- Statement of Work
- Section 3 from the FY 25 RFA: Services
- Workplan as approved by the Grantor

B. Budget
- Schedules A (3-1) and A (3-2) for the First Performance Period

C. Required Reporting Forms
- Monthly Performance Report on group trainings/orientations/workshops and one on one counseling (in connection with the Statement of Work and Workplan), as well as reports on DHCD certificates issued, outreach and marketing activities, and upcoming group trainings.

- Quarterly Beneficiary Data and Demographics for each of the following (a) PS, (b) NPS, and (c) NRSA activities.
- Quarterly Language Access Report (Optional)
- Quarterly Banking Report (as applicable)
- Quarterly Procurement Report (as applicable)
- Quarterly Submission of Minutes of Board of Directors Meetings

D Method to determine Client Eligibility for Services
E Budget Modification Form
F Drug Free Workplace Certification
G Service Area Eligibility
H Insurance Requirements
I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Section III. Grant Award

A. The Department shall make a Grant of the District's CDBG Entitlement Grant Federal Award No: B-24-MC-11-0001 ("CDBG Federal Award") to Grantee in an amount not to exceed Two Million Ten Thousand Dollars and No Cents ($2,010,000.) (the "Grant") and is allocated as follows:

Sources and Uses of Funds:

Public Service ("PS") [CDBG EN]	$ 1,024,810.56
Non-Public Service ("NPS") [CDBG EN]	$ 315,189.00
NRSAs Ward 7 and Ward 8 [CDBG EN]	$ 670.000.44
TOTAL CDBG [EN]	$ 2,010,000.00

Notwithstanding the source of funds designated above, the Grantor reserves the right to provide funding from another source(s). In all instances, applicable Federal and District laws and regulations shall apply regardless of the funding source. The Grant award shall be used to fund a range of services which HUD has defined as Housing Counseling Services: Public Services and Non-Public Services by a HUD Approved Counseling Agency ("HCA").

The specific Grant activities are described in Exhibit A (attached hereto) which includes
(a) the Statement of Work,
(b) Lines of Services - Section 3.2 of the Request for Applications (RFA), and

(c) The approved Workplan
(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

C. The Grant services will benefit low-and-moderate income persons living in the District of Columbia. In keeping with recent Presidential Executive Orders, Grantees should only use grant funds for US citizens and should maintain such documentation to prove citizenship.[17]

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as Exhibit B. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.

D. The Catalog of Federal Domestic Assistance ("CFDA") number is 14.218.

E. The Uniform Administrative Requirements for Federal Grants are applicable to this grant award and are available online at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1. Also, the Grantee must comply with the Community Development Block Grants regulations 24 CFR part 570 that govern this award and other related HUD regulations, which are incorporated herein by reference.

Section IV. Grant Term and Periods of Performance

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2025. During this term, there are two Performance Periods. The First Performance Period is the Effective Date to September 30, 2025. The Second Performance Period is October 1, 2025, to December 31, 2025.

Funding for each Performance Period is in the sole discretion of the Grantor and requires meeting all due diligence requirements prior to award.

[17] Examples of such document may include copies of unexpired state issued Real ID identification or driver's license, unexpired US passport or US passport card, active duty Military ID, current Green Card or Naturalization documents with state issued photographic identification.

The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of Grant funds or other Grant assets.

Section V. Statement of Work/CDBG Eligible Activities/Eligible Costs/Business Operations

A. CDBG Eligible Activities

1. Grantee shall use the CDBG Grant proceeds solely to fund Grantor-approved service activities that are intended to provide services and empower low- and moderate- income persons in the District of Columbia to make informed housing choices and achieve their housing goals, whether it's finding affordable rental housing, purchasing a home or obtaining financial assistance for critical home repairs.

The best way to provide this critical information to a client in order to assist them in their decision-making process is to adhere to 24 CFR 5.100[18] [in which a HUD certified counselor conducts (1) intake (2) financial and housing affordability analysis with affordability calculation (3) an action plan and (4) follow-up counseling to implement the action plan and achieve its stated goals].

The Grant services to be provided are described in Exhibit A. This description includes the major tasks, activities and project deliverables to be provided under this Grant. The Grantor reserves the right to alter or change the District of Columbia program requirements including eligibility, services provided, service methodology, service delivery and program goals during the performance period.

The proposed Grant activities are CDBG eligible activities pursuant to 24 CFR 570.201(e).

2. Grantee shall sponsor outreach events that inform the community about the Grant activities and participate in other community events as requested by Grantor.

[18] 24 CRF 5.100: "Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling."

3. The Grantee must retain records which demonstrate that each activity funded under this Grant is CDBG eligible and document the amount of CDBG funds expended for each activity. This includes the activity itself, the outcomes, and the records concerning beneficiaries in keeping with subsection (B)(2) below receiving services. Any authorizations needed together with beneficiary statistical information should be obtained by the Grantee during intake or registration. HUD does not grant exceptions or authorize the District to make exceptions to this requirement.

B. CDBG National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention of slums or blight; 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. The Grantee certifies that the CDBG-assisted activities to be carried out under this Agreement will meet the National Objective of primarily benefiting low- and moderate-income persons (limited clientele activities) in accordance with Federal and District Requirements. The minimum threshold requires that at least 51% of the households served with CDBG funding must be low- and moderate-income households; provided however, that a Grantee whose application claimed additional scoring points for agreeing to provide Grant services to more than 51% low- and moderate-income beneficiaries, must adhere to the percentage they elected in their application.[19]

In accordance with the Grantee's election in their Application for a grant award and for receiving additional points in scoring, the Grantee has agreed to exceed the minimum requirement and to serve at least 90% low- and moderate-income beneficiaries.

Note: This percentage cannot be decreased as it was used for scoring in a competitive round of funding.

4. The Grantee shall disclose to any client that services are provided free of charge by a Grant funded by DHCD using Federal funds and therefore the Grantee has certain reporting

[19] In responding to the RFA published June 21, 2024, applicants were given the opportunity to receive additional points in scoring for committing to exceed the CDBG minimum threshold to either a 75% minimum or a 90% minimum.

requirements in order to provide the Grant services free of charge. The Grantee shall use appropriate forms to obtain a client authorization, as required, to comply with the terms of this Agreement and to meet HUD reporting requirements,

C. Staffing

Where HUD requires services are to be provided by a Certified HUD Housing Counselor, the Grantee shall comply with that requirement and not permit services reserved to HUD certified counselors to be provided by others.

To the extent applicable, Grantee agrees to secure the services of qualified personnel that are licensed and bonded in the District of Columbia to perform the CDBG Federal Award activities and services listed in Exhibit A.

Any changes in personnel or their general Grant responsibilities as set forth in Exhibit A are subject to the prior written approval of DHCD. In this regard, it is essential that the Grantee immediately report terminations and proposed new hires to the Grantor.

D. Business Operations

1. Grantee shall observe business hours of operation onsite in their service location(s) that align with District Government hours of operation specifically Monday through Friday 9:00 am to 4:30 pm (DC holidays excepted)[20] and shall ensure that sufficient staff are on site at Grantee's place of business to carry out Grant services.

2. During the hours of operations, Grantee shall have live answered telephones for incoming calls. If the Grantee's phone system utilizes an auto-attendant function or voicemail, announced option to the caller must include an option to press a certain key (such as "0" for an Operator) to be connected to a staff person in real time who can answer and field questions, redirect a caller to a staff person who can address a caller's inquiries, or provide registration information. DHCD and other DC agencies such as the Office of the Attorney General may check Grantee's compliance with this requirement from time-to-time.

[20] DC Holidays include New Year's Day, Dr. Martin Luther King, Jr. Holiday, Washington's Birthday, DC Emancipation Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Day.

E. Grantee may offer clients virtual appointments as well as virtual group informational or educational activities, but Grantee shall also provide clients an option for in-person services (including both in-person one on one appointments as well as some in-person group informational or educational activities.) The Grantee shall not refuse in-person services to DC residents.

F. Housing Resource Center (HRC) and Late Night Hours: As required by the RFA, "Applicants selected for the award shall participate (in a regular rotation) in staffing onsite at the Department's Housing Resource Center (HRC). The HRC provides services to DC residents by appointment and walk-ins." The HRC is located in the Grantor's offices at 1909 Martin Luther King Jr Av SE. The HRC coordinator, in conjunction with the Associate Director for Community Services, will develop a schedule in consultation with Grant subrecipients for staffing the HRC on a rotating basis on weekdays.

RFA applicants were awarded additional points in their score by committing to "Extended Office Hours." The options included providing office hours until 7:00 pm at least one (1) day a week in their office location and/or until 7:00 pm at least two (2) days a month in the HRC.

In accordance with the Grantee's selection in their Application for grant award and funding, the Grantee has committed to serve Extended Office Hours Extended Office Hours until 7:00 pm one (1) day a week in their office and one (1) day in the HRC.

Section VI. Disbursement/Required Support Documentation

A. <u>Reasonable, Allowable, Necessary, Allocable</u>

1. Grantee may request reimbursement for actual expenses incurred to provide services and as described in the Grant Budget (A 3-1 and A 3-2). Requests must meet all four criteria: reasonable, necessary, allowable, and allocable. (2 CFR 200.305)
   a. ***Allowable costs.*** Reimbursements are limited to the expenses directly related to activities supported by the grant activities and are subject to the regulations of the Federal and District Governments. Expenses related to activities should be necessary, reasonable, allowable and allocable.
   b. ***Limitations on allowable costs***. A grantee may not use an indirect cost rate to determine allowable costs under its grant.
   c. **Some *Unallowable costs.*** Expenses that are not allowable include (but are not limited to) sales tax, late fees, debts, tips & gratuities, food, alcohol, controlled substances, cash reserves or investments, money given to individuals (including

donations, grants or loans), contributions to organizations, costs of fundraising, fund development, grant writing, advocacy, lobbying, and purchase of goods or services for personal use or benefit.

2. In addition, Grantee must demonstrate to the reasonable satisfaction of the Grantor that Grant performance milestones have been achieved. All requests for payment of eligible expenses shall be associated with the budget line items specified in Exhibit B (Budget Schedule A (3-1), estimated cost invoices and satisfactory Grant performance.

3. Grantees may not be reimbursed for expenses paid through Cash app or other similar peer-to-peer payment platforms, since such platforms create issues for recordkeeping, auditability, and compliance with grant regulations.

4. The Grantee shall not supplant funds or seek reimbursement for expenses that may be reimbursed by another grant (Federal, District, or private) either prior to or subsequent to reimbursement by the Grantor.

5. The Grantee must have the capacity for bookkeeping and accounting services required to track Grant expenses and create payment requests in keeping with Federal and District requirements, either on staff or by a third-party contractor.

6. The Grantee shall create and submit payment requests in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the Grantee to create and submit invoices by selecting the applicable purchase order number which is listed on the Grantee's profile.

7. All Grantees must be registered in the portal prior to invoice submission. The vendor portal website is **https://cfo.dc.gov./supplier_portal**. Please log onto the portal for further details and instructions. Questions can be submitted to **suppliers@dc.gov**.

B. Form of Submission of Payment Requests

1. The cover sheet to the reimbursement package must be the 30A Form of the Department [RCSD DHCD 306A Revised October 2024]. No other cover sheet is needed. This form should contain the Purchase Order Number, the IDIS Number, and the Partial Payment Number in accordance with Department's guidelines.

Payments requests are contingent upon certification by the Grantee in the following form as contained on the 306A (RCSD DHCD 306A Revised October 2024). The Certification is to be made by the chief executive officer, or the chief financial officer or the chief operations officer if the Governing Board has authorized this officer to act on behalf of the board to sign.

"I certify that all items, quantities and prices of work and material shown in the requisition are correct to the best of my knowledge and belief. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information , or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812." (2 CFR 200.415)

2. Page 2 and Page 3 shall be the Reimbursement Request A 3-1 and A 3-2.

3. Page 4 shall be the Invoice Cover Sheet with:
   a. A unique identifier (e.g. a row number or brief alphanumeric code) shall be assigned by the Grantee to non-personnel invoices and with the same unique identifier marked on each and every supporting document (e.g. receipt, proof of payment, cancelled checks, contracts, scopes of works, services rendered, vendor statement or document, Grantee's notes) submitted. The unique identifier shall be listed on the invoice cover sheet.
   b. Vendor's name
   c. Remittance address
   d. Invoice number
   e. Invoice date
   f. Contract number (also known as Grant Number)
   g. Purchase order number (if any)
   h. Invoice Amount
   i. The Amount which the Grantee is requesting reimbursement
   j. Quantity of goods/services delivered. Deliverables. Shipping and payment terms
   k. Other substantiating documentation that justifies and supports the payment request.

4. Page 4 and subsequent pages as needed shall include the supporting documents for the reimbursement request including signed timesheets, payroll reports, invoices from vendors marked as described above. (See Section E below.)

C. HUD Related Requirements

1. Federal regulations require that reimbursement under the Grant is tied to (a) beneficiary data reporting and (b) program performance. Failure to meet reporting deadlines for performance and/or beneficiary service data will suspend temporarily the processing of Grantee payment requests. Staff unavailability does not waive the requirement to meet reporting deadlines, and Grantee shall ensure that adequate staff are trained or cross-trained to prepare and submit reports timely.

2. The Grantee should be aware that HUD maintains an *Integrated Disbursement and Information System* ("IDIS"), a database in which the Grantor must make reports during the performance period on each Grantee's account. HUD flags subrecipient accounts when reporting is not provided by a deadline. Such a flag shall constitute a default. Multiple flags or failure to meet the conditions for HUD to remove a flag may result in suspension or termination in keeping with Section XII (C) of this Agreement.

D. Schedule for Submission of Reimbursement Requests

1. Requests for reimbursement shall be submitted in a timely manner by the date due. Failure to meet a deadline shall constitute a default.

2. On the 10th day of each month, the Reimbursement Request shall be for the prior month; provided however, the September reimbursement request must be submitted earlier in October on the date specified by the Office of the Chief Financial Officer of the District of Columbia, which is usually between the 5th and 7th day of October. *(Grantee may wish to use other funding sources for the late September payroll to facilitate meeting the deadlines.)*

3. In order to close-out the grant by September 30th, the October request should be the only request submitted in September.

4. The monthly schedule for submission is as follows:

Month	Due Date
March	April 10th
April	May 10th
May	June 10th
June	July 10th
July	August 10th
August	September 10th
September	October 5th or 7th as specified by the DC CFO
October	November 10th
November	December 10th
December	January 10th
January	February10th
February	March 10th

5. As applicable, expenses incurred pursuant to a project commitment in IDIS that has been approved by the Grantor and are otherwise eligible for reimbursement at the Grantor's sole discretion, may be reimbursed, regardless of when those expenses were incurred.

E. Source Documentation

1. All costs and obligations incurred under this Grant Agreement must be supported by source documentation (e.g. invoices, receipts, contracts, canceled checks, etc.). Documentation may also include approved time distribution sheets and certified payroll reports for employees and contracts.

2. The Grantee must satisfy all documentary requirements to the reasonable satisfaction of the Grantor prior to the disbursement of Grant funds.

F. Requirements Applicable to Disbursed Funds/No Escrow

1. Grantee shall not escrow Grant funds. However, nothing shall prohibit the Grantee from supplementing funding for these activities from other sources including other grants, funders or donors.

2. Any cash advances disbursed pursuant to this Agreement must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate

cash requirements of the Grantee in carrying out the purpose of the Grant. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct Grant program or project costs and the proportionate share of any allowable indirect costs.

3. If at any time it is determined that more Grant funds are disbursed to Grantee than what was required by the Grantee's immediate disbursement needs, Grantee shall immediately return to Grantor the excess funds.

4. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations or fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee.

G. The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect cost rate, as further described in Section (C)(4) and Section (C)(5) (Reporting Requirements) below.

H. In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant proceeds within three (3) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant proceeds, unless another date shall be agreed to be the parties in writing. The Grantor reserves the right to recover such losses by any legal remedy available.

Section VII. Budget Modifications

A. Any amendments to the budget (change in the amounts specified in the individual cost categories set forth in Exhibit B). may be approved by the Grant Administrator, so long as the total amount of the budget is not exceeded.

B. Any increase in the total Grant amount must be approved by the Director of the Department. If the change is made at the request of the Grantee, the request shall be in writing dated and shall be submitted on a Budget Modification Form, attached hereto as Exhibit E.

1. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and dated using the appropriate excel format or the appropriate online portal if available.

2. The Grantee shall make modification requests by June 1st, to allow sufficient time for processing prior to the start of the fourth quarter of the fiscal year. No more than two modifications may be required in the performance period. Requests for modification to the budget shall not be approved after June 1, 2025, except for extenuating circumstances specified in writing, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion.

3. The Department will not approve reprogramming of personnel funds for positions not filled in compliance with this Agreement and Grantee's personnel policies submitted to Grantor. If at any time DHCD requires a more detailed budget breakdown than the one contained herein, the Grantee shall provide such supplemental budget information in a timely fashion and in the form and content prescribed by DHCD.

Section VIII. Conditions Precedent to Grant Closing and Grant Disbursement

Grant closing shall mean the date on which Grantee has satisfied all conditions precedent to execution to the satisfaction of the Grantor, at which time both parties have executed and delivered the Grant Agreement. No Grant proceeds shall be disbursed prior to Grant closing.

The following conditions must be met prior to Grant closing:

A. Eligibility Determination. Determination by the Grantor that Grantee's proposed Grant activities meet eligibility and national objective requirements specified by the CDBG Program regulations at 24 CFR §§ 570.200 through 570.209. Grantor has determined that the proposed Grant activities are eligible for CDBG Program funding pursuant to 24 CFR 570.201(e) (provide housing counseling services to low- to moderate-income households).

B. Environmental Clearance. Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historic preservation reviews, and HUD has issued an approval of the release of funds.

C. Due Diligence Submissions. The following items must be delivered to DHCD for approval prior to Grant execution and Grant closing:

1. Articles of Incorporation, organizational by-laws and certification of nonprofit status.
2. Board/Corporate Resolution, memorializing
   a. the Grantee's intent to enter into this Agreement
   b. identifying the total Grant amount of the award
   c. identifying the Grant Number
   d. identifying the funding source(s) of the award, and
   e. identifying the authorized person by name and title who is authorized to sign on behalf of the corporation to enter into this Agreement.
3. Certificate of Good Standing
   a. issued by the DC Department of Licensing and Consumer Protection (DLCP)
   b. certified within 6 months of the Effective Date of this Agreement.
4. Certificate of Clean Hands
   a. issued by the DC Office of Tax and Revenue (OTR)
   b. certified within 90 days of this Agreement.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia to carry out the Grant activities.
6. Evidence that Grantee has obtained insurance, as provided in Exhibit H. If the renewal period for any insurance requirement occurs during the Grant performance period, the Grantee is required to submit to the Grantor evidence (Certificate Of Insurance) of insurance renewal to cover the remaining Grant performance period.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Effective Date.
8. An Affirmative Action Plan ("AAP") must be submitted by the Grantee for review and approval by the District prior to Grant execution and the disbursement of any Grant proceeds. The AAP shall be in a form to be determined by the District and must detail the Grantee's efforts to comply with the District's goals for achieving equal employment in District government contracts and set forth specific standards for the utilization of minorities in all job categories, as required by Mayor's Order 85-85 and District law.
9. Drug-free Workplace Certification (Exhibit F).
10. Debarment affidavit and verification confirming that Grantee is not debarred or suspended or otherwise excluded from or ineligible for participation in federal or District assistance programs under Executive Order 12549 or District law.

D. Opinion of Counsel. Grantee shall submit a written opinion of the Grantee's attorney, which states that the attorney has read the Grant documents and that the Grantee:

- Is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary.
- Has the full authority and legal right to carry out the terms of this Grant Agreement and all documentation required hereunder to be executed by Grantee; and
- Has taken all actions to authorize the execution, delivery and performance of this Grant Agreement and any documents required to be executed in connection with the Grant according to their respective terms

The Opinion shall further state that none of the aforesaid actions, undertakings or agreements violate any restriction, term, condition or provision of the Grantee's organizational documents or any contract or agreement to which Grantee is a party or by which it is bound. The Opinion must identify the Grant Agreement by name and Grant number, and the counsel must specifically identify the documents upon which the Opinion is based.

E. Current on District Obligations. Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant, including all local taxes and charges affecting Grantee's business.

F. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Proceeds, including, but not limited to the Council of the District of Columbia and the Chief Financial Officer of the District of Columbia.

G. Clearance Approval issued by the DHCD Office of Program Monitoring.

Section IX. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. The Grantee shall cure all report deficiencies identified by the Department and resubmit for approval by the Grantor within 14 calendar days of the notification. The requirements of monthly and quarterly reports [VII.(A) and (B) are in Exhibit C.]

A. Monthly Reporting

Monthly Performance Reporting. The Grantee shall use the online reporting portal provided by the Grantor and shall provide a complete performance report by the 10th day of each month reporting on Grant activities, accomplishments and performance of the prior month. Failure to submit the report by the tenth day of the month following the end of each

month shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

B. Quarterly Reporting

On the 10th day of January, April, July, and October, the following quarterly reports for the previous three months shall be due and provided by the Grantee in the form and method required by Grantor:

1. Quarterly Report on **Beneficiary Data and Demographics** (separate reports for PS, NPS and NRSA).

2. **Banking Report** (as applicable)

3. **Non-expendable Equipment Inventory Report** (as applicable) (the purchase or lease of non-expandable equipment). The purchase of all computer equipment must have prior approval from the Department.

4. **Procurement Report** (as applicable).

5. Copies of the **Minutes of the Board of Directors** meetings, which took place during the previous quarter; and

6. **Language Access Report** (optional) – If services are provided in languages other than English, we encourage a language access report to be made.

Failure to submit any or all Quarterly Reports by the tenth day of the month following the end of a quarter shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

C. Additional Report Requirements

The following reports are due to the Department within the timeframes indicated below. If these documents were previously submitted, they must be updated and resubmitted.

1. Fringe Benefits Report

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects funded from the proceeds of this Grant shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefits rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the change. The report shall be submitted to DHCD within fifteen (15) days of Grant execution.

The fringe benefits rate for any personnel costs funded by this Grant shall not exceed 20% of the base salary rate indicated in Schedule A Form A (3-2) of the budget (Exhibit B).

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to the date of the Offer Letter.

All personnel costs approved under this Grant Agreement must be filled within ninety (90) days of Grant execution or within ninety (90) days of the vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than ninety (90) days, whether intermittent or consecutive, at any time during the Grant period may result in the loss of funds for the position.

Grantee must submit transcripts of training or continuing education for individual staff and counselors to the Grantor.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with CDBG funds, in accordance with the requirements specified in 2 CFR Part 200 (Exhibit D). The property inventory list must include, at a minimum, a short

description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

a. The Grantee shall submit a budget and Cost Allocation Plan showing its direct and indirect costs and the allocation of such costs to the Grantee's activities, including the administration of the activities and services provided under this Agreement. The plan must show all allowable and unallowable costs and how such costs are included in the direct and indirect costs in accordance with 2 CFR Part 200.

b. A current Cost Allocation Plan must be submitted no later than thirty (30) days following Grant execution.

c. The Cost Allocation Plan must include all sources of funding for the Grantee, including this, Grant and to which program/cost centers each source has been applied using the Grantee's chart of accounts (referencing individual budgetary line items).

The Grantee must provide:

i. the total amount of funding from each funding source,
ii. the total staff employed by the Grantee, regardless of funding source, staff allocation per grant/program and the estimated percentage of time spent per grant program.

d. As required by HUD, the Cost Allocation Plan is subject to approval by the Grantor. The Grantee shall cure any defects or omissions in the Cost Allocation Plan within 60 calendar days of the notice to cure.

e. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. The waiver request must detail the reasons for the waiver request and include a copy of the relevant audited financial statements.

f. Claims for reimbursement of documented Grant expenses shall comply with 2 CFR Part 200 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.

5. Indirect Cost Rates

a. Grantees may request reimbursement for indirect costs based on their Cost Allocation Plan. The Cost of Allocation Plan must be reviewed and approved by the Grantor. The Grantee is required to keep records of the expenses charged to the Indirect Cost Rate for monitoring and close-out.

Grantees with Indirect Cost Rates are required to use their indirect cost rate. Grantees with provisional rates must demonstrate the rate is not expired or that it is currently used by a Federal Agency in awarding Federal funds to the Grantee during the current Fiscal Year. Other Grantees may use the Federal *de minimis rate* of 15%. In either case (*De Minimis rate* or Federally Approved rate), Grantee shall maintain records (available during monitoring, or close-out or upon request) indicating which costs in the cost allocation plan and the dollar amount have been attributed to the Indirect Cost.)

Indirect cost rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with supporting documentation. DHCD will not make adjustments to indirect cost rates after June 1st.

The Grantor does not issue or award Indirect Cost Rates.

Grantees who wish to obtain a Federally authorized Indirect Cost Rate are encouraged to contact the "Cognizant Agency" which is the US Department of Health and Human Services.

b. For all personnel costs funded under this Agreement, Grantee must maintain documentation for use of indirect cost funding and provide the same when requested for verification of expenditures in keeping with the approved cost allocation plan, including, but not limited to cancelled checks, employee signed and supervisory approved employee time sheets, invoices and bank records.

c. Expenses charged to an indirect cost rate must be accompanied by and cross-referenced to and reconciled with an independent audited financial statement, which accounts for all (grant funded and non-grant funded) activities by the Grantee during the fiscal year in which the indirect cost rate is based.

6. Organizational Audit

Grantee must submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year.

Note to All Grantees: All Grantees must ensure their financial records are available for review or audit by appropriate officials of the Federal Government and the District Government.

7. Auditor's Management Letter.

Grantee shall submit an auditor's Management Letter to the Grantor at the time it submits the annual audit.

8. Procurement Policy. Accounting Policies and Procedures. and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution, the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of the Grant. These policies and procedures shall be in accordance with the requirements of 2 CFR Part 200. The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

If the Grantee has previously submitted these documents, and the documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a certified statement (the "Re-certification Letter") to the Grant Administrator indicating when the most current document was submitted to the District and certifying that no changes to these policies and procedures have since been made.

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D. Summary of Report Deliverables and Receipt Due Dates:

	Report	**Receipt Due Date**
1	Monthly Performance Report	No later than the 10th day of each month
2	Quarterly Beneficiary Data	No later than January 10th, April 10th, July 10th and October 10th – a separate report for each use: PS-NPS-NRSA
3	Language Access Report (Optional)	No later than January 10th, April 10th, July 10th and October 10th
4	Fringe Benefits Report	Within 15 days of Grant execution
5	New Hires/New Employees Information (Job Description & Resume) HUD certificate if certified counselor	10 Days prior to the Offer Letter of Employment being sent to the candidate
6	Notice of Vacant Position	Within 10 days following the vacancy
7	Non-expendable Equipment Report	Within 15 days of Grant execution and quarterly thereafter
8	Procurement Policies and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
9	Accounting Manual and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
10	Cost Allocation Plan (based on and tied to the most recent audit)	Within 30 days of Grant execution
12	Independent Financial Audit	Within 90 Days of the Close of the Grantee's Fiscal Year

	Report	Receipt Due Date
13	Single Audit Report (if applicable)	Within 30 Days of submission to the Federal Audit Clearinghouse
14	Auditor's Management Letter	Submitted with the submission of the Audit
15	Requests to revise Budgets and/or Workplans	Prior to the 1st day of June
16	Grantee's Close-Out Report (Section XV.) Inventory Report & Annual Report	Within 90 Days of the end of the Term of the Grant.
17	HUD 9902	Within 30 Days of Submission to HUD
18	HUD Monitoring Report	Within 30 Days of Receipt from HUD monitor or the HUD intermediary monitor.

Section X. Accounting/Audit Requirements

A. Accounting System

1. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in Exhibit B.

2. Accounting records should be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.

3. Any funds provided to the Grantee or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest-bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

Grantee shall submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year, contingent on the following:

1. Grantees receiving an aggregate of $1,000,000 or more from all funders in Federal funds must in accordance with Federal regulations obtain an independent audit (Single Audit Act of 1984 , Single Audit Amendments Act of 1996, and 2 CFR Part 200). A standard audit may be supplied pending the completion and submission of the Single Audit.

2. Grantees:
   (a) Required to be audited by any State or political subdivision(s) thereof (whether by statute or regulation) or
   (b) Who conduct an audit to submit to any government or private funder, or foundation or corporate funder or
   (c) Whose governing body or senior management obtains an audit,

   shall be required to submit that audit to the Grantor upon receipt of the same.

If the Grantee is not audited in accordance with (1) and (2) above, the following shall apply:

3. A Grantee whose corporate entity receives or expends less than $999,999 as reported to the Internal Revenue Service in the 990 Tax Return without amendments, deletions or summarized details must file with the Grantor a financial report prepared by an independent Certified Public Accountant and certified by the same that contains:
   - income statement or Statement of Activities,
   - balance sheet or Statement of Financial Position,
   - statement of Functional Expenses by program or cost centers such statement to break out separately the Grantor's funding by Grantor's program(s) separately from all programs or cost centers used.
   - statement of cash flows, and
   - independent review and certification of the financial statements including a review of the management's financial internal controls.

   In addition, the nonprofit organization must file a biennial audit that covers both years within a biennial period. See 2 CFR Part 200, Subpart F.

4. The Grantee shall fully clear any deficiencies noted in the audit reports within sixty (60) days after receipt by the Grantee.

5. . Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default of this Grant and may result in the withholding of future payments and/or debarment from participation in future Grants.

Section XI. Grant Administration

The Grant Administrator is:

William Winston
Associate Director for Community Services
DC Department of Housing and Community Development
1909 Martin Luther King Avenue SE, Room 304
Washington, D.C. 20020.

The telephone number is (771) 208-9628. All concerns regarding the technical implementation and interpretation of this Grant are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line-item changes and terms) where there is no dollar increase.

Section XII. Repayment of Grant Funds/Grant Performance Monitoring Default and Remedies

A. HUD Monitoring

The Grantee is subject to monitoring by HUD and agrees to provide all required information, data, records, files including client files, case notes, correspondence and emails, reports, beneficiary data, performance data, financial records, supporting documentation, to satisfy HUD monitoring. Notwithstanding the date of a finding by HUD, should HUD make a finding, the Grantee shall be responsible to cure the defect, and should HUD require repayment of Grant funds for any reason to the Federal Government, the Grantee shall be responsible for repayment in the amount specified by HUD. Repayment shall be made to the District of Columbia and by the District to the Federal authority in satisfaction of the HUD requirement. HUD monitoring is not confined to the performance period but extends through the record retention period provided in Section XV.

B. Grant Performance Evaluation

1. DHCD will monitor the performance of the Grantee to ensure that the goals and performance standards stated in the Statement of Work and Work Plan and RFA are being achieved according to schedule and within budget.

2. All records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. Grantee shall make timely submission of all information and/or records requested by DHCD or HUD to assess performance under the Agreement.

C. Suspension or Termination of Grant Assistance

1. In accordance 2 CFR 200.340 and 200.341 and 200.343, suspension or termination of CDBG Grant assistance may occur according to the Default provision in subsection D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner.

2. If Grantee fails to correct the substandard performance within thirty (30) days after receiving written notice from DHCD, suspension or termination of this Agreement will be initiated.

3. In accordance with 2 CFR 200.340(a), suspension or termination of Grant assistance may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

Subject to any applicable notice requirement and right to cure, the occurrence of any of the following shall constitute an event of default:

1. Failure to comply with any of the CDBG Program rules, regulations or provisions referred to in this Agreement, or such other Federal or District statutes, regulations, executive orders, District of Columbia mayoral orders, HUD rulings, policies or directives applicable to this Grant:

2. Failure to comply with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement.
3. Substandard performance by the Grantee or any of its agents under this Agreement, as determined in the sole and reasonable discretion of DHCD; or
4. Improper use of funds provided under this Agreement.

A determination of default shall be made in the sole and reasonable discretion of DHCD.

E. Remedies for Default

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of a written notice to the Grantee, Grantor may take one or more of the following actions, as determined in its sole discretion:

1. Terminate and suspend further disbursement of any remaining Grant assistance.
2. Disallow all or part of the cost of the activity or action that is not in compliance with this Agreement.
3. Wholly or partially suspend or terminate the current Grant award; or
4. Take other legal remedies that may be available.

F. Termination for Convenience

The Grant may be suspended or terminated on the basis of convenience as provided in 2 CFR 200.340(a).

G. Reversion to DHCD of Grant Assistance

1. Upon default by the Grantee under the terms of subsection D above, which has not been cured, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request the following:

i. Any Grant funds in its possession (whether or not committed),
ii. Any accounts receivable attributable to the use of Grant funds; and
iii. The portion of any income directly generated by (or the prorated proportion of) Grant funds for the activities described in this Agreement.

2. Upon final completion of the projects and activities for which CDBG funds have been provided by DHCD, expiration of the term of this Agreement, cancellation, or determination of this Agreement, the Grantee shall transfer any unspent, excess or surplus CDBG Grant funds, to include accounts receivable attributable to the use of the CDBG funds.

H. Grantor Non-Waiver

DHCD's delay or failure to act with respect to a breach by the Grantee does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section XIII. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, and 2 CFR Part 200, as deemed applicable by the Grantor. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Fund Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Organizational Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter arising from this Grant Agreement.

D. Cancellation Ceiling

In the event of cancellation of the Grant because of non-appropriation of funds for a specific fiscal year, there shall be a cancellation ceiling of zero dollars.

E. Anti-Deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, Grantor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code§ 47.105. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-Deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section XI. of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements.
2. Performing technical evaluations as required.
3. Interpreting the Statement of Work and other language in the Grant.
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with the District and other laws and regulations applicable to the Grant.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

Marian Siegel
Executive Director
Housing Counseling Services, Inc.
2410 17th Street, NW
Washington DC 20009
(202) 667-7006
mariansiegel@housingetc.org www.housingetc.org

H. Misuse of Grant Funds

Any alleged fraud, waste, abuse or mismanagement of Grant funds shall be immediately reported to the Grantor and the District of Columbia Office of the Inspector General ("OIG"). The OIG may be reached at (202) 724-TIPS (8477) and (800) 521-1639 or at oig.dc.gov

I. Nonassignability

Grantee will not sell, assign, pledge or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

Section XIV. Insurance

A. The Grantee shall obtain at least the minimum insurance coverage set forth in this Section XIV. and Exhibit H prior to the Effective Date and keep such insurance in force, as may be applicable, throughout the Grant period of performance.

B. Fidelity Bond: The Grantee must procure Fidelity Bond coverage in an amount equivalent to the total Grant budget. Pursuant to 2 CFR Part 200, Fidelity Bond coverage is required to protect the District's interest in the dollar amount of the Grant. Should Grantee be unable to procure a Fidelity Bond, Grantee shall submit proof that it has obtained general liability insurance that covers internal employee criminal activity or directors' and officers' liability insurance.

Section XV. Records Retention/Access

A. Records Retention

The Grantee shall retain all records demonstrating compliance with CDBG requirements and that are pertinent to this Grant for no less than five (5) years from Close-out of this Grant Agreement, including any extension thereof made in accordance with Section XVI. [Option to Extend] and including but not limited to Close-Out in IDIS of any HUD requirements. See Exhibit 5.1 in this link: https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-5.pdf

B. Extension of Retention Period

Notwithstanding the foregoing retention requirement in paragraph A above, if any litigation, claim, HUD monitoring or audit is initiated before the expiration of the retention period, records shall be retained for a period of not less than four (4) additional years following completion of the actions and resolution of all proceedings (e.g. litigation, claim, HUD monitoring or audit) involving the records.

C. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility, progress and achievement toward program goals and secure such records in a manner subject to applicable privacy laws. Such data may include, but is not limited to, client name, address, income level, case notes, correspondence and a description of service(s) provided. The Grantee shall use software which is HUD compliant to maintain client records. The Grantee shall transmit client records and files in a manner that is compliant with HUD's Personally Identifiable Information (PII) requirements.

D. Access to Records

All Grantee books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Grant funds shall be made available to the Department, HUD, its designee, representatives of the Inspector General of the District of Columbia or the Office of the DC Auditor at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.

E. National Objectives

The Grantee agrees to maintain documentation that demonstrates that the activities carried out with CDBG funds provided under this Grant meet the CDBG national objective of benefiting low- and moderate-income persons, as defined in 24 CFR part 570.208.

F. Copyright

If this Agreement results in any copyrightable material or inventions, DHCD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Section XVI. Federal and District Public Policy Requirements

Grantee shall fully comply with the following Federal and District policy requirements, as deemed applicable by Grantor:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federal-assisted and federal conducted programs and activities .

C. The requirements of Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

D. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.-) and implementing regulations at 24 CFR I part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

E. The requirements of Executive Order 11246, as amended by Executive Orders 11375. 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

F. The Conflict of Interest provisions of Federal and District laws strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of Federal funds to comply with 2 CFR 200.317 to 200.327 and

any sections of Title of 24 the Code of Federal Regulations concerning CDBG funding which are more restrictive than the Uniform Guidance Code for use of CDBG funds. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within (fifteen) 15 business days of execution of the Grant Agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict-of-Interest declarations to be executed by each employee and board member.

G. The Hatch Act. Chapter 15 of Title V. United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

H. The National Environmental Policy Act or other legislation implemented by 24 CFR part 58.

I. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement as Exhibit F.

J. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991H FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.

2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any grant,

or the entering into any extension. continuation. renewal, amendment of modification of any grant.

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and

c. He or she will include the language of the certification in all sub- grant awards at any tier and require that all recipients of sub-grant awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this Grant imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure, as the applicable grant shall so provide.

K. The Americans with Disabilities Act of 1990 (ADA) - Notwithstanding anything contained herein to the contrary, during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

L. The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are applicable pertaining to economic opportunities for low and very low-income persons. 24 CFR part 135.

M. First Source Program - Contractors and subcontractors of a government-assisted Project totaling $300,000 or more must comply with the District's goals for the recruitment, referral and placement of District residents. See D.C. Law 5-93, as amended, D.C. Official Code§ 2-219.01 et seq.

Section XVII. Close-Out Provisions

Activities and tasks during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor, and determining the custodianship of records (which shall remain the responsibility of the Grantee unless a determination is made otherwise). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over District appropriated funds and the record retention period, whichever is longest. Grantee shall submit the following items within the time frames indicated in this Section after completion of Grant activities or expiration or termination of this Agreement.

1. All activities are eligible, were completed and met a national objective.
2. All grant funds were expended in full, or all remaining funds are to be returned to Grantor.
3. All reporting requirements were completed and submitted (except for the final report that is submitted during the closeout process).
4. Any special conditions were met; and
5. All deficiencies or corrective actions affecting the Grant were resolved.

A. Grant Close-Out Report

The Grantee shall submit to the Grantor a Grantee's Close-Out Report ("Report") within ninety (90) days after expiration of the Grant term, termination of the Grant, or final payment for activities under this Agreement, whichever occurs later. This Report, at a minimum, shall include a narrative of the Grantee's completed tasks based on the activities, performance measures and goals set forth in the Statement of Work. The Report shall be completed using a form provided by the Grantor. The Grantee shall provide any information or data Grantor requests for Close-Out. In the Grantor's sole discretion, the reporting provided during the term of this Agreement may be accepted in lieu of the Grantee's Close-Out Report if those reports contain all information required in this section.

B. Documentation of Expenses

Within ninety (90) days after the expiration of the Grant, the Grantee shall provide to Grantor documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses.

C. Equipment Inventory

The Grantee shall submit to Grantor a list of all furniture, fixtures, equipment and vehicles purchased with Grant funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with 2 CFR Part 200.

D. Audit

The Grantee shall submit an audit or financial statement, as applicable, and as provided in Sections IX and X. of this Agreement.

E. Transfer of Records

Grantee shall, within ninety (90) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

F. Grantee's Obligations

The Grantee's obligations to DHCD remain in effect through the period of record retention as stated in Section XV.

Section XVIII. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion, and if legally permitted, extend the term of the Grant no more than two (2) times for one-year terms, or any fraction of one year, or multiple successive fractions thereof.

B. Grantor will endeavor to provide Grantee a preliminary written notice of its intent to extend at least thirty (30) days before the end of the Grant Term. The preliminary notice does not commit the District to an extension or authorize additional Grant funds to Grantee.

C. Any extension of this Grant is contingent upon the appropriation of funds for the applicable time period. However, the availability of funds shall not obligate the District to extend the Grant.

Section XIX. Total Agreement

The Grant Agreement, including specifically incorporated documents (to include the approved Statement of Work, the Work Plan, the approved Budget and the Grant attachments) constitute

the total and entire agreement between the Parties. Grantee understands and agrees to comply with the incorporated references contained in this Agreement and all applicable District and Federal laws and regulations.

Section XX. Applicable Law.

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia, unless otherwise controlled by federal law. In any proceeding relating to this Grant Agreement, each of Grantor and Grantee, hereby irrevocably submits to the jurisdiction of the Courts of the District of Columbia for the purposes of any suit, action or proceeding arising out of or relating to this Grant or transactions contemplated hereby.

Section XXI. Severability.

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XXII. Amendment.

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Grant activities, or the amounts specified in the Budget without the prior written approval of Grantor. The Grantee may request in writing approval of any proposed change to the Statement of Work or Workplan or the amounts specified in the eligible cost categories of the Budget and shall provide adequate supporting information and a revised budget along with its request. All such requests must be signed and dated.

Section XXIII. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or fully, by the Department.

1. The written or printed materials must include the authorized DHCD logo.

2. Written or printed materials include, but are not limited to, newspaper, radio and television announcements or advertisements, websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.
4. Grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to Grantee.
5. Grantee must provide copies of all marketing materials, brochures, flyers and other materials that publicize grant-funded activities to Grantor via email at dhcd.occo@dc.gov

Grantee shall publicize, as appropriate, to its constituency through social media, print, and online postings, DHCD communications and events that are related to Grant supported activities.

Section XXIV. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code§ 2-531 *et seq*. provides for the disclosure of public information. Specifically, the law provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Official Code § 2-1701(13) .

This serves as your Notification that information /documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code§ 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXV. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, homeless status, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Sexual harassment is a form of sexual discrimination which is prohibited by the Act and Mayor's Order 2023-131 (Updated District Government Sexual Harassment Policy, Guidance, and Procedures), which is attached hereto as Exhibit I.

The prohibition against workplace sexual harassment extends to third parties doing business with or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies. By executing this Agreement, Grantee affirms that it will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1 I 00 et seq. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated.

Section XXVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addresses:

NOTICE TO GRANTEE:

Housing Counseling Services, Inc.
2410 17th Street, Suite 100
Washington DC 20009
Attn: Marian Siegel (Executive)

NOTICE TO GRANTOR:

D.C. Department of Housing and Community Development
Community Services
1909 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
Attn: Director

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTOR SIGNATOR PAGE]

DISTRICT OF COLUMBIA, a municipal Corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Colleen Green
Director

Legal Review:

Julia Wiley
Office of the General Counsel
Department of Housing and Community Development

3/13/25
Date

[Signatures continue on the next page]

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTEE SIGNATURE PAGE]

HOUSING COUNSELING SERVICES INC.
a District of Columbia non-profit corporation

Marian Siegel
Executive Director

3/17/2025
Date

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit A Services to be Provided

- Statement of Work
- Section 3.2 Services (from the FY25 RFA)
- Workplan as approved by the Grantor

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education and training services to support DHCD's housing programs and initiatives, and to promote compliance with District housing regulations. All of the services are intended to empower potential homeowners, actual homeowners, and tenants for the purpose of preserving of affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership; (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached workplan and performance measures. Marketing and outreach for the services provided is a activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of these service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling; (b)the Grantee's additional knowledge of the individual and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and it shall be maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow up and conduct a final assessment of the impact of the services provided. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for HPAP/EAHP/NEAHP
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program

A6: Income Certification for PADD Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B13: Technical Assistance for Coop and Condo Associations

CATEGORY C: TENANTS AND TENANT GROUPS
C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

SECTION 3: PROGRAMMATIC REQUIREMENTS

3.1 Eligibility for Federal Funding

The services in this RFA will be conducted through grant agreements using Federal funds (Community Development Block Grant (CDBG) and, as available, some District Funds. The Department will provide a full informational briefing to the awarded grantee(s) about the grant funding source's ongoing administrative and programmatic requirements. Whether grants awarded under this RFA are funded locally or with federal funds, all grants will be managed to the higher standards and requirements whether Federal or District.

Federal regulations have established national objectives requiring all CDBG-funded activities beneficiaries to be at least 51% low- and moderate-income persons or households. The national objective is achieved through "limited clientele benefit"—that is, by verifying the incomes of each beneficiary of the services provided. The applicant must demonstrate that it has the capacity and the intention to verify the household incomes of beneficiaries to meet the national objective of providing benefits to 51% of low- and moderate-income persons.

Client income certification is also an important element of ongoing program activity for many DHCD housing programs. (See Section 3) Applicants should review in detail the federal income requirements for programs, activities, and grantee (sub-recipient) eligibility under the Community Development Block Grant program regulations at 24 CFR 570. 200-210,

- https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-570/subpart-C?toc=1

and HUD Housing Counseling Program Regulations: 24 CFR Part 214,

ps://www.ecfr.gov/current/title-24/subtitle-B/chapter-II/subchapter-B/part-214?toc=1

3.2 Housing Services: Description of Housing Programs and Services

Please Note: Specifications and programmatic requirements may change from time to time during the award period at the discretion of the Department.

The following describes seventeen services in the Housing Counseling Program. These constitute the services for which the Department is seeking Applicants to provide services to DC residents. Applicants should select at least one service for which they are applying; however, the Applicant may select more than one. The Department is not obligated by the Applicant's selection to make an award. Applicants are responsible to demonstrate their capacity in their application to provide the services for which they have applied. Capacity includes staffing patterns including qualifications and experience, other funding resources, case management systems and programmatic activities. Historical data can also be considered in demonstration of organizational capacity. Applicants should be aware of Legal Citations noted throughout this section as well as the references to the Code of Federal Regulations (CFR).

Category A: HOMEOWNERSHIP

A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program
A6: Income Certification for the Property Acquisition and Disposition Division (PADD) Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY

B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B12: Legal Services for Seniors and/or Coop & Condo Associations
B13: Technical Assistance for Coop and Condo Associations
B14: Technical Assistance for Owners of Small Rental Properties

CATEGORY C: TENANTS AND TENANT GROUPS

C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

Each particular service has specific requirements described in the following pages. Applicants are expected to utilize this guidance in the performance of these services.

CATEGORY A: HOMEOWNERSHIP

Legal Citations Governing Program Area in Category A

Applicants to provide services in Category 1 should review in detail the following legal citations governing the District's homeownership programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for homeownership pursuant to the relevant citations.

- Home Purchase Assistance Program: DC Code 42-2601 and 14 DCMR, Chapter 25
- Employer-Assisted Housing Program: DC Code 42-2501 and 14 DCMR, Chapter 36
- Inclusionary Zoning: Legislation Pending, Bill 17-586, 17-618, 17-619

A1: HUD Housing Counseling

This activity is open to applicant organizations which are HUD approved employing one or more HUD certified counselor(s). Such counseling is often (but not exclusively) in the pursuit of homeownership or credit repair and improvement or to improve their housing condition.

Grantees of this service should be familiar with 24 CFR 5.100 and with 24 CFR 214.

Housing counseling is independent expert advice provided by a HUD certified housing counselor (24 CFR Part 214) customized to the needs of the client. It is aimed at addressing housing barriers and providing support to the client to achieve their housing goals. This counseling service must include: (1) intake (2) financial and housing affordability analysis (3) an action plan[2] and (4) follow-up counseling to implement the action plan and achieve its stated goals *(24 CFR 5.100).*

The action plan should identify the steps needed for the client to achieve his/her housing goals. These actionable steps include, but are not limited to, review of the client's credit report with explanations of its meaning and items that impact (or may improve) the credit score, creation of a budget and methodologies to track one's income and spending, debt reduction planning, and savings planning. Follow-up should track the client's progress toward the goals of the action plan. Other programs and services including group educational opportunities may complement the one-on-one counseling with a certified counselor. Counselors, therefore, may appropriately make referrals to programs and services as well as to group educational activities that support and implement the goals of the action plan.

Counseling organizations are required to maintain case files including items 1-4 above as stated in 24 CFR 5.100. It is critical that files with records and case notes be kept in such a way that if a client's counselor is no longer available, either temporarily or permanently, another certified counselor in the organization can understand based on the file the client's circumstances, action plan, progress and where the client is in achieving his/her housing goals.

Organizations providing this service should have working experience with credit counseling and repair, with consumer credit bureaus and consumer credit laws. Ideally, they should be familiar with creditor tactics, liens, judgments, repossessions, and other obstacles to credit improvement.

It is critical for the counseling organization to make efforts to keep the client engaged in the counseling process and such attempts and outreach should be documented in the case file.

In accordance with HUD requirements, counseling organizations may close files if a client does not respond to outreach efforts over 60 days. The last outreach attempt should document that the file will be closed as of a specific date if nothing further is heard from the client. If the client should return to client after the 60 days, a new file should be opened.

[2] Except for reverse mortgage counseling.

Post-purchase follow-up

a) Grantees must continue their counseling relationship with customers once they become homeowners. This follow-up should continue for a period of time after purchase to ensure the homeowner's housing stability.
b) Grantees may make use of post-purchase programs using either their own programming or making referrals to other Grantees who provide such programming (*e.g.* B1 General Home Management and B2 Foreclosure Counseling).
c) If problems arise, it will be the grantee's responsibility to address them quickly as time is of the essence, and to address them as efficiently as possible. Where the District's investment is involved, counseling should include ways to protect the DC investment.
d) When working with clients who have an HPAP deferment period ending, Grantees must provide dedicated counseling services to those borrowers. In particular, grantees will be asked to make an updated assessment of each borrower's financial status regarding the appropriateness of continued deferment.
e) Potential delinquency, or foreclosure prevention, counseling will be provided to any borrower who is experiencing difficulty.
f) If problems continue with these loan clients, this counseling will become a home preservation activity.

A2 8-Hour Homebuyer Education Class (HBE)

This activity is open to applicant organizations which are HUD approved counseling organizations employing one or more Hud certified counselors.

The Department seeks HUD Approved organizations to provide the 8-Hour Homebuyer Class. This is in support of the Department's many programs for which the 8-Hour Homebuyer Class is a requirement, and also for other DC residents who seek to take this class in preparation for homeownership and for their knowledge.

Organizations should take as a serious obligation to conduct this class with knowledge staff (HUD certified counselors). The class is conducted in a traditional in-person setting or in a virtual online setting.

Those who successfully attend and complete the class should be provided with a DHCD certification (in the format approved by the Department) indicating their completion of the class and dated appropriately. Monthly attendance and award of certificates should be reported to the Department monthly. The class should be presented frequently enough to meet programmatic needs of DHCD programs. Class dates should be provided to the Department for inclusion on the DHCD calendar. Presentations should be given by staff, not outside speakers. Grantees are welcome to collaborate in the conduct of these classes.

A3: Intake for DC Homebuyer Programs (HPAP/EAHP/NEAHP)

The Home Purchase Assistance Program (HPAP) is the primary DHCD program for first-time homebuyers. HPAP provides interest-free loans that include closing cost assistance to eligible applicants. Under this program, homebuyers may have the opportunity to purchase houses,

condominiums, or cooperative units in the District. DHCD has additional homeownership programs which are associated with HPAP, and which are targeted to specific populations or geographic areas or may meet specific home buyer needs.

The satellite programs are:

(1) The Employee Assisted Housing Program (EAHP) provides assistance to District of Columbia Government employees, who are first-time homebuyers in the District; and

(2) The Negotiated Employee Assistance Home Purchase Program (NEAHP) provides down payment and closing cost assistance to certain District of Columbia Government employees whose position is covered by specific union collective bargaining agreements.

Wherever the acronym "HPAP" is used, the same applies to the EAHP and NEAHP programs.

Prior to HPAP Application

Clients interested in HPAP assistance who have a pre-approval from a lender, should be assisted with making an application to the HPAP as expeditiously as possible. Those without a pre-approval letter from a lender are required to engage in HUD Housing Counseling (see A1 above) in order that they have the benefit of credit counseling and homeownership preparation. The action plan should include the actionable steps needed to ensure success as a homeowner and to achieve a pre-approval letter from a lender. Once a pre-approval letter has been obtained, the client with the Grantee's assistance should proceed to making their application to HPAP.

Application Process

For grantee organizations, this relationship management function includes working with first-time homebuyers throughout the homeownership application, preparation, purchase, and post-purchase process. Counseling will be focused on low- and moderate-income populations.

Once HUD credit counseling is completed the HPAP process includes:

(Optional) Applicant organizations may conduct pre-purchase seminars which include information and requirements of the HPAP programs. A DHCD Certification should be provided to attendees and recorded with DHCD.

Application Intake includes document collection of those documents needed. These should be collected in person or by means of a secure portal. Email is not considered a secure means for transmission of information which could be used for identity theft or other criminal activity. Drop-off at a staff office to an employee is acceptable.

Once the application package is complete, the organization submits to the appropriate HPAP administrator.

Homebuyer Education (8-hour class) (A DHCD Certification should be provided to 8-hour Homebuyer Education attendees and recorded with DHCD.)

Post-Purchase follow-up (Records of those follow-ups should be maintained by the organization. See Post-purchase in Service A1)

Organizations will be responsible for: (1) the application process, which includes delivery of completed applications to the HPAP Administrators; (2) completion of the application form itself and collection of all required supporting documentation, and (3) maintaining performance and reporting data, and databases as needed by the Department.

A4: Inclusionary Zoning Orientations

Introduction to IZ/ADU Programs:

The District's Inclusionary Zoning (IZ) Program requires a certain percentage of units in a new residential development, or a substantial rehabilitation that expands an existing building, be set aside as affordable units. The goals of this program are to increase the supply of affordable housing for low- and moderate-income households, to support the creation of mixed-income communities, to prevent rising home prices from driving out low- and moderate-income residents, and to leverage the expertise and capacity of the private market to develop affordable housing.

Affordable Dwelling Units (ADUs) are defined as for-sale and for-rent homes that are locally restricted for occupancy by households whose income falls within a certain range and are generally offered at a below-market rate. ADUs are generally produced in exchange for zoning relief, tax incentives, public financing, and/or the right to purchase or lease District-owned land. Specific ADU provisions, such as the affordability period, income limits, and resale restrictions, are set out in deeds, covenants, land disposition agreements, ADU administration plans and other originating documents.

ADU provisions have historically varied from project to project, as each is a result of a unique negotiation or project approval. However, ADU restrictions are becoming more standardized and more similar to standard IZ requirements.

Organization roles and responsibilities:
Provide mandatory IZ Orientation. The department's PowerPoint presentation must be utilized. Presentation and answers to participants' questions must conform to agency guidelines.

DHCD seeks organizations which will provide programmatic rental and homeownership counseling services in support of both of the above programs. Information about these

programs is available through DC Housing Search https://www.dchousingsearch.org , counselors will be required to utilize DC Housing Search, and train potential customers in how to search for affordable housing through DC Housing Search.

Grantees will be required to become familiar with the program requirements and procedures, as required by DHCD. In the last few fiscal years, the IZ program has produced approximately 400 new affordable units each year.

Orientation:
In particular, organizations are required to conduct IZ Orientations to help residents to be familiar with all programmatic requirements for the IZ program.

Organizations must conduct and coordinate this mandatory orientation session in a traditional and virtual classroom settings. They must provide interested applicants/residents with the relevant terms of the program, including next steps and other information as required by DHCD.
DHCD currently provides standard slides and certificate templates to use for this orientation and will provide training to grantees.

Completion of this orientation class is mandatory before an individual may register for the IZ program and individuals must renew registration every two (2) years to remain on the IZ registration list.

The class must be conducted at least monthly beginning within 30 days after the grantee's application is approved. Coordination of this class will include publishing upcoming class dates, accepting reservations via phone, email, or other method, allowing walk-ins if space is available, providing attendees with a certificate of completion (in a format approved by DHCD) upon completion of the class and providing at least monthly attendee data to DHCD. It will also include ensuring that attendees receive all required training materials, and shall be presented by grantee staff, not outside speakers.

Grantees must train program participants in the terms and specifics of the IZ and ADU Programs (training guidance will be provided by DHCD) and provide additional pre and post homebuyer education training.

Grantees must also provide data to DHCD on a regular basis as determined and requested by DHCD, including but not limited to the names and contact details for individuals who have received a DHCD certificate and the number of attendees at IZ orientations.

A5: Income Certifications for the IZ/ADU Units Programs

The agency seeks two organizations to provide income certifications for participants in the Inclusionary Zoning and Affordable Dwelling Units programs. Income certifications are expected to be conducted under a uniform process prescribed by DHCD and following HUD Part 5. DHCD has established requirements for approving Certifying Entities, including

specific IZ and ADU training.

Grantees are expected to become Certifying Entities pursuant to DHCD requirements. Grantee organizations will be required to ensure that program participants understand that income and occupancy restrictions apply to their IZ units and ADUs. Grantees will also be expected to complete income certifications for newly selected households and for renewing tenants. Grantees will be working closely with individuals, property management/leasing staff, sales agents and DHCD. DHCD will provide the necessary forms and procedures, but Grantees will collect the necessary paperwork from individuals and complete the income and household size verification process. Upon successful certifications, Grantees will notify DHCD and the sales/leasing staff.

Such restrictions may include but would not be limited to: (1) the specific affordability period, (2) conditions for, or prohibitions against, subleasing, and (3) resale restrictions. Ongoing outreach and assistance to occupants of IZ units and ADU is required in the areas of programmatic requirements and homeownership counseling.

A6: Income Certification for PADD Applicants

The Property Acquisition and Disposition Division (PADD) encourages vacant and/or abandoned property owners to rehabilitate and/or occupy their properties. PADD acquires vacant, abandoned, and deteriorated properties through negotiated friendly sale, eminent domain, donation, or tax sale foreclosure, when owners are unwilling or unable to maintain their properties. PADD also disposes of properties in inventory by selling them to individuals or developers to be rehabilitated into high-quality affordable and market-rate single-family and/ or multi-family for-sale or rental housing in District neighborhoods.

For DHCD, the activities of this Division create affordable homeownership and rental opportunities for low- and moderate-income households. Grantees must counsel these households as they qualify for and occupy these new homeownership and rental units. DHCD seeks one or more organizations which will provide counseling or training services for affordable units made available through PADD.

Because PADD units are not produced through a traditional homebuyer program, an intensive marketing and outreach effort to our target population will be required of grantees. Counseling services will also involve conducting income certifications and re-certifications for purposes of admission and continuing participation in this program. Income certifications are expected to be conducted under a uniform process prescribed by the Department. For PADD, grantees must ensure that program participants understand that income, or occupancy, restrictions apply to their unit. Such restrictions may include but would not be limited to: (1) the specific affordability period; (2) conditions for, or prohibitions against, subleasing; (3) potential rent increases; and (4) resale restrictions. The specific unit covenant

terms will be communicated to stakeholders by the Department, but grantees must facilitate communication with stakeholders.

A7: Public Services: General Coaching and Information

Public Services may be undertaken by Applicants which have not yet obtained HUD Approval and may not employ a HUD certified housing counselors. (HUD Approved organizations who are applying for A1 or A2 do not need to apply for this service, since they are able to provide these Public Service activities in connection with their other lines of services.

These activities are frequent but not exclusively in a group setting. These may be virtual or in-person, as long as an in-person option is provided. Grantees may utilize Homebuyer Clubs as an effective tool for keeping clients engaged in homebuyer preparation when a long-term period is needed for better positioning to be a first-time buyer.

They may include group trainings on understanding credit and credit reports and involve savings programs.

Public service staff are required to train clients to utilize available tools, such as DC Housing Search https://www.dchousingsearch.org to locate affordable housing for sale and for rent.

CATEGORY B: COUNSELING AND TRAINING FOR HOME PRESERVATION

B8: General Home Management (Post-Purchase Non-Delinquent)

Post-purchase counseling is essential for Homeowners who have purchased their homes, are not delinquent in their mortgage payments and would like to remain successful by creating a realistic financial plan to avoid financial pitfalls and protect and retain their homeownership. Post-purchase counseling is essential to understand local post-purchase behavior, especially low-moderate income homeowners, that can be supported by education and supportive programs to ensure recent homeowners understand what to do in the event of hardships. Organizations that provide post-purchase counseling sessions and education workshops will ensure their topics consist of the following:

1. Prepare a maintenance plan for major household systems and repair strategies.
2. Emergency preparedness plan to assist client in case of disaster.
3. Understand consequences of not paying taxes, HOA payments or community assessments.
4. Explain the benefits of establishing an emergency fund and retirement or tax-incentivized accounts.
5. Provide knowledge of home improvement financing options like HELOCs and give counsel on how to apply for additional financing to renovate property.

6. Access the client's understanding of the process of refinancing the home and incurring more debt.

This counseling activity may include, but not be limited to, appliance warranty disputes, contractor disputes, disputes with mortgagors, will and estate issues, including transfer-on-death deeds, etc. In this service, grantees must serve as advisor-educators and are prohibited from giving legal advice. Grantee activities should focus on low—and moderate-income populations.

B9: Foreclosure Counseling

Homeowners who are delinquent in loan payments (as well as those in danger of delinquency) need to know what options are available to them. Similarly, those in foreclosure need to know their options and resources that may assist them, especially if available legal services are available.

Organizations are required to provide foreclosure prevention counseling that helps homeowners at risk understand the foreclosure process in Washington, DC, determine their legal rights and identify options to avoid foreclosure.
Organizations will assist struggling homeowners with loss mitigation, communicate with mortgage servicers and provide services such as the following:

1. Provide advice and coaching to assist clients with creating a budget based on financial goals. Assess the current financial situation and develop short and long-term strategies to reduce expenses and debt to achieve client goals.
2. Explain loss mitigation. Explain the requirements of a loss mitigation package and evaluate the client's loss mitigation options for FHA and non-FHA loans.
3. Provide examples of mortgage default scams and ways to avoid being a victim.
4. Explain the consequences and costs associated with a foreclosure, short sale, or deed-in-lieu.
5. Explain the foreclosure timeline and devise a plan if the client is unable to stay in the home and assist the client in mortgage default recovery. Demonstrate the impact of a mortgage default.
6. Work with displaced residents seeking referrals for housing.

Grantees work with homeowners who are delinquent in their mortgage payments, or who are in foreclosure, or in post-foreclosure. These counseling services are also offered to owners of multi-family properties, and ownership associations. This counseling serves as a central element of DHCD's overall foreclosure prevention strategy.

It is critical to address the District's foreclosure crisis. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Grantees also work with the Department of Insurance Securities and Banking (DISB) to protect clients against scam operations that prey upon residents who are subject to foreclosure. Grantee organizations extract data for outreach and targeting efforts from the Office of the Recorder of Deeds, which provides a listing of all official foreclosures in the

District on a weekly basis. DHCD seeks one or more organizations that will provide foreclosure counseling services which include, but may not be limited to, all of the above-described foreclosure prevention activities.

For grantees, this counseling function means working with troubled homeowners, utilizing all foreclosure prevention or mitigation tools available, and if necessary, working with customers throughout their foreclosure or post-foreclosure process. Grantees must provide full assistance and advice to troubled homeowners. Grantees will be responsible for: (1) assessing the homeowner's circumstances, (2) educating the homeowner about the full implications of mortgage delinquency and foreclosure (3) exploring and providing options of action for the homeowner (4) providing tools or alternative support that may further assist the homeowner (5) developing and executing a best action plan for either saving the home or undertaking the best course for the homeowner, and (6) tracking the results of their counseling efforts. In addition, grantees will provide ongoing performance and reporting data and databases maintained.

Post-Foreclosure Counseling: It is critical that grantees continue their counseling relationship with customers, even if the home cannot be saved. Grantees must follow up with troubled homeowners for a period of time after any action plan has been executed. If the home has not been saved, counseling should be made available, and if necessary, referral to other needed services. If the home has been saved, counseling follow-up is also necessary to ensure that the ongoing action plan is being properly implemented. If more problems arise, it will be the grantee's responsibility to address them as quickly and as efficiently as possible.

With the passage of the Saving DC Homes from Foreclosure Emergency Amendment Act of 2010, troubled or delinquent District homeowners have the right to engage in mediation prior to foreclosure. As a result, DHCD requires grantees to provide counseling related to this mediation process.

Grantees must be familiar with the Law, its regulations, and the mediation process which has been implemented by the Mediation Administrator at the DC Department of Insurance, Securities, and Banking. Grantees must educate troubled homeowners in the decision factors related to mediation election, and, if necessary, prepare them for mediation. In some cases, counselors may be asked to accompany, or represent, troubled homeowners in the mediation process. Grantees must ensure that all customers who elect mediation complete and submit proper documentation in a timely manner. Grantees must ensure that the best interests of troubled borrowers are protected throughout the mediation process. Finally, DHCD expects grantees to follow-up after the mediation process is complete to ensure that any final mediation agreement is properly implemented.

B10: Eviction Counseling

Applicants who have HUD certified counselors or NeighborWorks America foreclosure certified counselors may offer this service. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Training should also include knowledge of laws and legal procedures governing eviction.

Eviction has long created housing instability for renters, and especially among low- and moderate-income households. For those at the lower end of the economic scale, eviction has caused not only housing instability but also employment insecurity and homelessness. Studies have shown that lack of access to legal representation has resulted in markedly different and detrimental outcomes as compared to renters who have legal representation. After legal representation, the next most effective range of services includes alternative dispute resolution (or mediation), knowledge and guidance in court navigation, and effective management of legal and tenant-landlord documents. In addition to housing instability, eviction also has credit impact for the tenant.

It is critical to provide those in danger of eviction with counseling to make informed decisions. This includes access whenever possible access to legal services. Also, appropriate training includes information about tenants' rights and obligations, the credit impact of eviction, use of payment plan agreements, understanding of court processes and procedures, and access to alternatives to court procedures. When tenancy is lost, counseling for housing alternatives is needed and a path forward to credit repair.

B11: Single-Family Residential Rehabilitation Program

The Single-Family Residential Rehabilitation Program (SFRRP) administers grants to District homeowners for roof repairs and for modifications to eliminate barriers to accessibility for persons with mobility or other physical impairments. Projects approved for SFRRP require a covenant on the property to protect the District's funding of the project.
DHCD seeks one or more organizations which will provide application intake services to SFRRP applicants throughout the grant process.

> **Mandatory Counselor Intake Training:** Grantees for this line of service are required to attend training with the SFRRP team in September to be introduced to updated aspects of the SFRRP for FY25. It is critical that the grantee have a solid understanding of the updated program and the requirements for applications. Therefore, the September training is mandatory for SFRRP intake counselors.
>
> **Application Period:** Applications for SFRRP will only be taken between October 1, 2024, and December 31, 2024. To be considered applications during this period must be complete. Lack of required documentation or information will not "hold a place" in the program if not provided before the December 31, 2024. The Department at its sole discretion reserves the right to close the program prior to the deadline if funding is depleted or no longer available.

Information Session for Applicants: The Department will provide Grantees with a PowerPoint presentation outlining the program and its requirements. Intake counselors are required to use this presentation with all potential applicants either in a group sessions (such as an Orientation) or in a one-on-one session with the potential applicant.

Grantee's and Counselor's Responsibilities: (1) use the Department PowerPoint presentation to present the program to potential applicants, answering questions from residents interested in the program; (2) complete the application document and collection of **all required** supporting documentation *(incomplete applications will not be accepted)*; (3) post-application and post-grant support; and (4) providing performance and reporting data as required.

45 Day Period: It is critical that no application be uploaded in the SFRRP portal unless it is complete with all required documents and intake form completed. If an incomplete application is uploaded in the portal, the SFRRP staff will notify the counselor and the applicant that the application cannot be accepted. The notification state that what is complete and state the **applicant has 45 days** to provide the requested information including documents. After 45 days if the application remains incomplete, the application will be closed as incomplete for funding.

Application Portal: Counselors will need to provide their name and contact information (e.g. email) when uploading in case SFRRP program staff need to follow up.

Legal Citations Governing Program Area for Category B:

Applicants to provide any service in Category B should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

- Lead Safe Washington 24 CFR, Part 35, 24 CFR, Part 85.37, Section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992
- Single Family Rehabilitation 14 DCMR, Chapter 28 First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
- Saving DC Homes from Foreclosure Emergency Amendment Act of 2010 (DC Act 18-635; 57 DCR 12404)

B12: Legal Services for Homeowners and/or Coop & Condo Associations

The Department seeks organizations to provide legal services to provide one or both of the services noted below. Grantees will conduct outreach to low- and moderate-income populations in need of these services.

- Legal Services to Seniors
  Seniors who are homeowners can be assisted by the Applicant to have legal services to assist Seniors to avoid housing instability or the loss of ownership of their home. In addition to their own attorney staff, Applicants may seek *pro bono* services from other members of the Bar.

- Legal Services to Coop-Condo Associations
  Legal services may be provided to Cooperatives and/or Condominiums ("Associations") to ensure housing stability. If Associations have problems in areas of legal entity status, required legal or financial filings, compliance issues, risk management concerns, board and member training, best legal practices, and collection of association fees (to name of few), such issues may threaten the member's housing stability, and the owners' (or members') investment in their properties. Selected applicants will provide legal services to Associations in low- and moderate-income census blocks to mitigate these concerns, to preserve housing stability of owners and to ensure well-functioning Associations and Boards.

B13: Technical Assistance for Coop and Condo Associations

The Department seeks one or more organizations to provide technical assistance to Associations. The situation many Associations may face is a need for training in best practices of Association management. Training in best practices and frequently encountered problem situations may be offered by the grantee not only to the Association Board but also to the owners in the Association. Association boards and their member owners frequently face issues of association fees not being paid, lack of income to fund reserves, special projects that would require a special assessment, and decisions of taking court action or being the defendant in a court action. These are just a few of the legal issues which may arise for the Association, in addition to the more routine matters of by-laws and required legal documents for the operation of the Association.

B14: Technical Assistance for Landlords of Small Rental Properties

Landlords of small rental properties face enormous challenges. They frequently lack the staff and the resources of large multi-family properties to deal with the many details of operations and asset management. Small unit properties cannot readily absorb mistakes or challenges.

In a ten-unit property, one vacancy is a 10% vacancy rate, while one unit in a 100-unit property is 1% vacancy rate. Yet, small unit properties are often the affordable renter properties. To preserve this housing stock as an affordable option, DHCD seeks grantees to provide Technical Support to Owners of Small Unit Properties (of 30 units or less).

Services can be provided through group training as well as through one-on-one counseling. Like many small business owners, owners can often benefit from a better understanding of accounting practices and financial statements (balance sheet, income statement, cash flow report). Knowledge of financing options is another common to many business owners. Topics such as these are particularly suitable to the needs of owners.

1. **Property Management Software**: Landlords often need help selecting and implementing property management software to track rent payments, maintenance requests, tenant information, and other critical operational data.

2. **Legal Compliance**: Guidance on navigating complex local, state, and federal housing laws and regulations related to fair housing, security deposits, evictions, and other landlord-tenant issues.

3. **Financial Management**: Guidance with accounting, tax preparation, and financial planning specific to rental property ownership and operations.

4. **Maintenance and Repairs**: Access to vetted contractors, tradespeople, and service providers to handle property maintenance, repairs, and upgrades in a timely and cost-effective manner.

5. **Tenant Screening and Selection**: Guidance and best practices with tenant screening processes, background checks, and selecting responsible renters to minimize vacancies and evictions.

6. **Marketing and Leasing**: Help with listing vacant units, advertising, showing properties, and executing leases to keep units occupied.

7. **Emergency Response**: Guidance on developing emergency plans and protocols to address unexpected events like natural disasters, property damage, or tenant issues.

8. **Asset Management Issues**: The ratios and metrics of asset management for multi-family properties provide a helpful guide to best practices. For example: Many landlords are unaware of the effect that certain metrics have in their properties. Slow "Make-Ready" times, refers to the length of time it takes to prepare an apartment to be shown to prospective tenants. Similarly, "turn time" refers to the times it takes to find a renter and receive the first month's rent. Slow turn times are also a drain on resources. When there are slow "make ready" and slow "turn times" the combined effect can be detrimental for the property's future. High turn-over rates among renters is another draw on the income. Other issues and topics include: What to do when you have a tenant who is not paying rent? What are the alternatives to eviction? How do the Court work? Are there pre-eviction resources? What legal services are available to the owner?

CATEGORY C: TENANTS AND TENANT GROUPS: SERVICES RELATIVE TO Tenants Opportunity to Purchase Act, Rental Conversion and Sale Division, and Rental Accommodations Division

The DC Tenants Opportunity to Purchase Act (TOPA) seeks to protect tenants and tenant groups from displacement due to sale of the property. The law allows tenants to purchase their apartment building. Tenants have the choice of maintaining the apartments for rent or converting to cooperatives or condominiums. DHCD seeks to preserve affordable housing in the District and limit displacement of low- and moderate-income households. For groups that choose coop or condo conversion, this provides a path to homeownership.

DHCD provides both financial assistance and technical assistance, as well as specialized organizational and development services, for tenant groups who are pursuing the purchase of their apartment buildings. Through DHCD's Development Finance Division, organized tenant associations may be provided with seed money, earnest money deposits, and acquisition and/or rehabilitation assistance. After acquisition and rehabilitation, DHCD also provides ongoing Board training and property management support to the newly formed cooperative or condominium Boards.

C15: TOPA: Pre-purchase Training

DHCD seeks one or more organizations which will provide pre-acquisition organizational and developmental counseling and training to tenant groups or tenant associations in support of their intent to purchase their building. These tenant groups must be preliminarily qualified as eligible for DHCD's Tenant Purchase Technical Assistance program. Grantees must provide the following services to tenant groups:

a) establishment of a tenant association.
b) selection and appropriate training of Board members.
c) training of captains (court, building and floor).
d) training in roles and functions of committee members; (5) training tenant groups in detail about the building purchase process.
e) training tenant associations in property management techniques.
f) provide training to the tenant association on each type of ownership; and conducting surveys of tenant associations to determine the appropriate form of ownership for their building (cooperative or condominium).

It is critical that Grantees in this service maintain an outreach to educate and inform low- and moderate-income tenants about their rights and opportunities provided by TOPA. Grantees are encouraged to make this a central aspects of their marketing plan, and to create

opportunities as well as avail themselves of opportunities to participate in educational outlets to reach tenants. Collaboration with other Grantees in this or similar service lines is encouraged. Grantees should participate in DHCD when and as those opportunities for outreach are available.

While training the tenant association, the grantee must be able to prepare and submit appropriate documentation required in the purchase process, including but not limited to tenant profiles and feasibility analyses, response to Notice of Sale of Building, preliminary development, acquisition, and rehabilitation plans, and operational plans.

The grantees must have skill and experience in negotiating the lease or purchase of the building. In addition, grantees must assist tenant groups in procurement related to the development, purchase, and rehabilitation process, including but not limited to attorneys, architects, engineers, financial and developmental consultants, private developers, appraisers, and property managers.

C16: TOPA: Post-Purchase Training

DHCD seeks one or more organizations which will provide ongoing post-acquisition counseling services which include property management and Board training for properties which have been purchased and/or rehabilitated with financial assistance from the DHCD Development Finance Division's First Right Purchase program. Generally, these are multi-family properties that have been purchased through limited equity cooperative agreements or condominium purchases. Therefore, non-profit Board training and development skill and/or experience, as well as multi-family property management skills are critical to providing effective counseling services. Services to be provided under this activity may include, but are not limited to:

a) establishing standards of evaluation for each participant's financial status and leadership capacity.
b) conducting annual management reviews of all Boards, oversee election and
c) training of new Board members.
d) assisting in the establishment of appropriate arrangements with required service providers such as exterminators, garbage collectors, landscapers, etc.
e) assisting in capital management planning and a stabilization plan for rehabilitation and/or refinancing.
f) tracking property vacancies and reviewing new applications for membership.
g) establishing and reviewing membership guidelines.
h) technical assistance in accounting, budgeting, and the preparation of financial statements for long-term financial viability.
i) providing Board of Directors with training as appropriate; and

j) other required management and support duties. Grantees will assist the condominium or cooperative in developing a budget for the overall management and carrying costs of the property.

Grantees will assist the Board and membership in all aspects of management, such as completion of the audit, Fair Housing issues, required individual, property, and Board insurance, taxes, the role of Board officers, evaluation of monthly financial performance, training on lender compliance, i.e. loan payments, income requirements. DHCD will likely negotiate assignment of specific properties to grantees for this service.

Legal Citations Governing Program Area in Category C:

Applicants to provide any service in Category C should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
Tenant Purchase Technical Assistance Program DC Code 42-3404.02
Rental Housing Conversion and Sale Act of 1980, as amended (DC Code 42-3401.01 et. seq.) (Also known as the Tenant Opportunity to Purchase Act or "TOPA")

C17: Services for Tenants and Tenant Organizations
(in partnership with Housing Regulation Administration, Rental Accommodation Division, Rental Conversion and Sale Division).

Activities under this service will supplement and enhance the services provided by DHCD's Housing Regulation Administration (HRA), which includes the Rental Accommodations Division (RAD) and the Rental Conversion and Sale Division (CASD).

RAD administers the Rental Housing Act of 1985 (D.C. Official Code § 42-3501.01 et seq.) which regulates residential rental housing registration and the rent stabilization program (commonly known as rent control). RAD oversees rent adjustment procedures, processes notices to vacate, reviews tenant petitions prior to adjudication by the Office of Administrative Hearings and adjudicates most types of landlord petitions. RAD also proposes rules and regulations for administration of the Rental Housing Act for review and publication by the Rental Housing Commission.

CASD administers the Rental Housing Conversion and Sale Act of 1980 (D.C. Official Code § 42- 3401.01 et seq.) which regulates the sale or transfer of ownership interests under the

Tenant Opportunity to Purchase Act of 1980 (TOPA) (D.C. Official Code § 42-3401.01 et seq.), the conversion of use of rental housing to condominium or cooperative ownership and residential condominium formation and registration under the Condominium Act of 1976 (D.C. Official Code § 42-1901.01 et seq.). Further, CASD administers a Housing Assistance Payment program (HAP), under which tenants may be eligible for rent assistance if they are displaced due to the conversion of use of their apartment building to condominium or cooperative ownership.

CASD also proposes rules and regulations for administration of the Rental Housing Conversion and Sale Act of 1980.

DHCD seeks one or more organizations which will support RAD and CASD operations by providing counseling and tenant education services to tenants and tenant groups. Grantees must provide counseling and training assistance to tenants and tenant organizations regarding the District's rental housing laws and tenant and landlord rights and responsibilities.

For CASD, grantee organizations must provide counseling and training concerning: (1) tenants' TOPA rights when a landlord intends to sell, demolish, or discontinue rental housing use; (2) transfers of rental housing ownership or economic interests; (3) assisting tenants or tenant organizations in exercising their right to purchase; (4) informing tenants or tenant organizations relating to partner-investors and assigning TOPA rights; (5) conversion of use from rental housing to condominium or cooperative ownership by tenant elections, or conversion in lieu of tenant elections; (6) the Housing Assistance Payment program and relocation assistance; (7) tenant organization formation, incorporation, and registration; (8) protections for elderly or disabled tenants; (9) coercive or retaliatory activities; (10) tenant rights when rental housing is in foreclosure; (11) notices of intent to convert use from rental housing to condominium or cooperative ownership; and (12) relocation counseling for displaced tenants.

For RAD, service providers must demonstrate the ability to counsel and train tenants and tenant organizations on rent control provisions including properties that are regulated by or exempted/excluded from rent stabilization under the Rental Housing Act:

1) petition- based and annual rent increases.
2) executing and filing tenant petitions.
3) responding to landlord petitions.
4) protections for elderly and disabled tenants.
5) RAD's conciliation services.
6) notices to vacate and eviction procedures.
7) disclosures to tenants.
8) changes and decreases in services and facilities.

9) learning about and securing enforcement of housing condition regulations.
10) security deposits.
11) understanding lease provisions.
12) rent increases if a property is not under rent control.
13) appealing decisions of the Rent Administrator or the Office of Administrative Hearings; and
14) relocation counseling for displaced tenants. Note: Advocacy on behalf of tenant groups, or tenant rights assignees– including, but not limited to, legal advice or advocacy on tenants or tenant organizations' behalf in negotiations with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators, and not as advocacy groups. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns, or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a grantee is to ensure that tenants understand all available options.

Direct Counseling to Tenants and Tenant Groups: tenant counseling services will be designed to educate tenants in privately-owned properties about their legal rights and opportunities. This service is to be provided to tenants and tenant groups which are not subject to foreclosure and have not selected to exercise their Opportunity to Purchase Rights and/or Right of First Refusal under TOPA. It also includes providing other services and tenant education, which may not fall into the categories of services outlined above, such as eviction counseling, relocation counseling, apartment search, or apartment management.

DHCD seeks one or more organizations with the capacity to bring a range of resources to prevent involuntary displacement and to provide opportunities for continued affordable rental housing. Grantees must provide counseling services to tenants and tenant groups which include, but are not limited to: (1) outreach to tenant groups upon notice of one-year potential for subsidy expiration; (2) technical assistance in negotiations between owners and HUD relative to the renewal of federal subsidy contracts; (3) counseling for tenants in buildings where the subsidy will be lost and the tenant(s) must move; (4) counseling for tenants who are behind in their rent on best-action options; and (5) appropriately referring tenants who are in landlord/tenant disputes to all available resources. Grantees must also conduct research using the many databases and research tools available to identify properties that have a critical need for counseling assistance, including but not limited to DCHousingsearch.org. Note: Advocacy on behalf of tenant groups or tenants' rights assignee –including, but not limited to, legal advice or advocacy on tenants or tenant organizations behalf in negotiations

with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators and not as tenant advocates. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a prospective grantee is to ensure that tenants understand all available options.

Additional Legal Citations Governing Programs in Category C.

Applicants to provide any service in this Category and should review in detail the legal citations governing DHCD's rental accommodation functions:
(1) the Rental Housing Act of 1985, D.C. Official Code § 42-3501 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapters 38-44.
(2) the Rental Housing Conversion and Sale Act of 1980, D.C. Official Code § 42-3401 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapter 47.
(3) the Condominium Act of 1976, D.C.

Official Code § 42-1901 et seq.; (4) D.C. Official Code § 42-1901 et seq.; (5) the First Right to Purchase Program, title 14 of the District of Columbia Municipal Regulation, chapter 2700; and (6) Housing Conditions, Title 14 of the District of Columbia Municipal Regulations, Chapters 1-15. Submission of an application relevant to these services presumes that the applicant intends to meet all requirements to provide counseling to tenants and tenant groups pursuant to these above referenced citations.

3.3 Geographic Distribution of Services

The Department's decision to select one or more grantees to provide services will be influenced by the potential geographical distribution of service among the qualified applications received. Applicants can designate their proposed service areas in the District based on their by-laws, Board policies, etc. However, the Department reserves the right to designate any service areas it deems appropriate or necessary in making awards and negotiating grant terms. In reviewing the applicant pool, the Department's priority will be to ensure that excellent affordable housing counseling and training services are provided to all low- and moderate-income citizens of the District of Columbia. The Department will seek to bring parity in the quality of all housing services provided for all areas of the District through the award and ongoing management of these grants.

3.4 Marketing and Outreach

Marketing Plan to be submitted: Marketing and outreach are critical aspects of the grant's work. Grantees' efforts ensure these programs and services' success and desired impact. No Grantee or service is exempt from this requirement. Applicants must submit a detailed marketing and outreach plan for the services they are applying for. The plan should be detailed and not assume an understanding that has not been stated. Marketing should be included in the proposed budget and work plan.

DHCD will review and approve the marketing plan. In accordance with agency policy, marketing activities should highlight partnerships with and funding by DHCD.

Aspects of Marketing and Outreach to be considered:

- Continuous and consistent marketing and outreach are essential to achieving these services' objectives and maximizing public awareness of DHCD housing programs.
- Because of DHCD's diverse target population, grantees must utilize various marketing tools.
- Grantees are responsible for distributing DHCD program materials at community forums, public events, homeownership meetings, and fairs. Marketing and outreach may include but are not limited to, websites, email blasts, blogs, listservs, Twitter, Facebook, YouTube, Hope Hotline, flyers, door-to-door visits, community meetings, use of cable television (Channel 16), and public service announcements.

Coordinated with the Department: The grantee's marketing and outreach must be coordinated with DHCD. Grantees are expected to continually assess the success and impact of their marketing efforts to identify the most effective and efficient ways of reaching low– and moderate-income populations.

Participation in Department Marketing Activities: As required by DHCD, Grantees must participate in public activities and events related to housing opportunities. These may include but are not limited to tabling at events, participating in panel discussions, and providing speakers to groups, agencies, or organizations that request them.

DHCD Acknowledgement: Grantees must always acknowledge such housing assistance activities as Department of Housing and Community Development programs in any distributed print or electronic materials. DHCD must approve all such materials before distribution.

Use of DHCD Logo: All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or entirely, by the Department.

1. The written or printed materials must include the authorized DHCD logo.
2. Written or printed materials include, but are not limited to, newspaper, radio, and television announcements or advertisements. Websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.

4. The grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to the Grantee.
5. The grantee must provide copies of all marketing materials, brochures, flyers, and other materials that publicize grant-funded activities to the Grantor via email at dhcd.occo@dc.gov
6. The grantee shall publicize as appropriate to its constituency through social media, print, and online postings, DHCD communications, and events related to Grant-supported activities.

Diversity and Language Access in Marketing: Grantees must demonstrate the capability to effectively serve and communicate with the District's various non-English speaking and special needs populations. This means that marketing and outreach materials must be made available in multiple languages and media based on the needs of those populations. The grantee must demonstrate its intent and capability to comply with the District's Language Access Law. In addition, grantees must demonstrate the availability of appropriate staffing to ensure compliance with the District's Language Access Law.

3.5 Focus Areas and Neighborhood Revitalization Strategy Areas (NRSA)

DHCD has identified specific areas of the District as "Focus Areas." These Areas represent areas where the District has invested in funding to create and preserve affordable housing. Focus Areas follow main routes through the District and their associated neighborhoods. In many cases, business owners are centered on these major routes, while resident services will be seen as more appropriate for those in the communities. Applicants must ensure services are delivered to low- and moderate-income households or areas as part of their program (Housing Services, Small Business Technical Assistance, Façade Improvement). This is a CDBG requirement.

- For Housing Counseling applicants, these Focus Areas should be used to plan outreach activities to inform residents of their services.
- For SBTA and Façade grantees, the Focus Areas define the geographical areas of the District in which they will provide services. In this latter case, the Focus Areas define not only their outreach area but also their service area.

NRSAs Targeting East of the River

The Department obtained the HUD designation for the Neighborhood Revitalization Strategy Area (NRSA) for the Focus Areas in Wards 7 and 8. DHCD has designated areas of Historic Anacostia in the city's Southeast and Far Northeast communities as Neighborhood Revitalization Strategy Areas (NRSAs). This designation will allow the city to target Community Development Block Grant (CDBG) funding that supports economic and community revitalization efforts. These include Martin Luther King Jr Avenue, Marion Barry Avenue, Minnesota Avenue, and Benning Road. However, all areas of Ward 7 and Ward 8 remain the focus of the grantee's work and outreach.

For communities outside of the NRSA areas, DHCD has designated Focus Areas throughout the District. Applicants are encouraged to partner with other community-based organizations. This collaboration can include cross-disciplinary collaboration. For example, a Façade grantee may partner with an SBTA grantee to provide business owners various services encompassing both disciplines. Housing service grantees may partner to promote or provide services one grantee offers, but another may not. The key to collaboration is an outlook of being partners, not competitors.

The following is a list of the Focus Areas and some of their associated neighborhoods. The outreach plans can include other nearby neighborhoods, mindful of the low-income requirements. Each applicant is asked to select one or more Focus Areas for their application. Please note that this is a minimum, and applicants may choose more than three. Applicants will be asked to provide reporting on outreach activities.

The following is a list of the Focus Areas outreach plans, mindful of the low and income requirements.

Focus Areas/Neighborhoods

- **16th St NW Corridor** near the intersection with Havard St NW (Columbia Heights) in Ward 1
- **Georgia Ave and New Hampshire Ave NW Corridor** (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- **Rhode Island Ave and South Dakota Ave NE Corridor** (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 4 and Ward 5
- **M Street and South Capitol Streets SW Corridor** (Greenleaf and Waterfront) in Ward 6
- **Benning Road and Florida Ave NE Corridor** (NoMa/Ivy City/Trinidad) in Ward 5 and Ward 6
- **Minnesota Ave and Benning Rd NE Corridor** (Benning, Greenway) in Ward 7
- **Pennsylvania Ave and Minnesota Aves SE Corridor** (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- **East Capitol and Benning Rd Corridor** (Capitol View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- **Marion Barry Ave and Martin Luther King Aves SE Corridor** (Historic Anacostia, Fairlawn, Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- **Marion Barry Ave and Alabama Aves Corridor** (Skyland, Woodland, Garfield Heights) in Ward 8
- **Martin Luther King Ave and Alabama Ave Corridor** (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- **South Capital St and Chesapeake St SE Corridor** (Bellevue, Washington Highlands) in Ward 8

FY25 Housing Counseling Services Workplan

Organization Name:
Grant Number:

Performance Period: 2/1/2025 to 09/30/2025

RFA Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	NRSA Ward 7 & 8 All Services	Total
A1	HUD Housing Counseling	30	Number of First Time Homebuyers Purchasing Homes	Public Service or NRSA	$46,000.00	$140,784.44	$0.00	$186,784.44
A1		500	Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		700	Number of 1:1 Counseling Sessions (Budget & Credit)					
A1		300	Number of unduplicated households					
A1		400	Number of 1:1 Homebuyer Counseling Sessions					
A1		200	Number of unduplicated households					
A2	8-Hour Homebuyer Class	8	Number of 8-hour Homebuyer Educations Classes	Public Service or NRSA	$45,000.00	$0.00	$0.00	$45,000.00
A2		250	Number of Attendees of 8-hour Homebuyer Classes					
A2		250	Number of DHCD Certificates Issued					
A3	HPAP (EAHP/NEAHP)	40	Number of HPAP Pre Purchase Orientations conducted	Non-Public Service or NRSA	$56,000.00	$115,000.00	$0.00	$171,000.00
A3	(NPS ONLY)	500	Number of Attendees at HPAP Orientations					
A3		50	Number of Files submitted to HPAP Administrators					
A3		150	Number of 1:1 HPAP Counseling Sessions					
A3		50	Number of unduplicated households					
A4	IZ/ADU Orientations	40	Number of IZ Orientations Conducted	Public Service or NRSA	$60,810.56	$0.00	$0.00	$60,810.56
A4		800	Number of Attendees at IZ Orientations					
A4		800	Number of DHCD Certificates issued					
A5	IZ/ADU Income Certifications	600	Number of IZ/ADU Income Cetifications completed	Public Service or NRSA	$415,000.00	$0.00	$0.00	$415,000.00
A6	PADD	6	Number of PADD group training/coaching	Public Service or NRSA	$29,000.00	$0.00	$0.00	$29,000.00
A6		45	Number of Attendees at PADD group training					
A6		0	Number of 1:1 PADD sessions (if applicable)					
A6		5	Number of unduplicated households receiving 1:1 PADD sessions					
A6		5	Number of PADD Income Certifications					
A7	General Housing Services & Information (Group Training)	8	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)	Public Service or NRSA	$24,000.00	$0.00	$65,000.00	$89,000.00
A7		70	Number of Attendees at Financial Literacy Trainings					
A7		0	Number of Homebuyer Clubs Meetings					
A7		0	Total of Attendees at Homebuer Club Meetings					
A7		0	Number of group trainings or workshops not reported in other categories					
A7		0	Number of Attendes at group trainings or workshops not reported in other categories					
B10	Eviction Counseling	35	Number of Eviction workshops	Public Service or NRSA	$46,000.00	$59,405.00	$70,000.00	$175,405.00
B10		200	Number of Attendees at Eviction workshops					
B10		270	1:1 Eviction Counseling					
B10		90	Unduplciated households 1:1 Eviction Counseling					
B10		40	Number referred to Attorney(s) for Legal Services					
B10		0	Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)					
B10		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)					
B10		50	Number Evictions Prevented					
B11	SFRR	8	Number of SFRRP Orientations conducted (required)	Public Service or NRSA	$25,000.00		$15,000.00	$40,000.00
B11		12	Number of 1:1 Intake sessions					
B11		12	Number of unduplicated households					
B11		6	Number of complete applications submitted in SFRRP Portal					
B12	Legal Services for Seniors, Coops and Condos	0	Senior households receiving legal services	Public Service or NRSA				$0.00
B12	(Law Firm Subrecepients Only)	0	Coop Associations receiving legal services					
B12		0	Condo Associations receiving legal services					
B12		0	Number of Pro Bono Legal Services Recruited and Retained					
B12		0	Number of Trainings for Law Firms (Trainings)					
B12		0	Number of Attendees at trainings for Law Firms (Attendees)					
B12		0	Number of new partnerships initiated					
B12		0	Total Number of Trainings to and work with Pro Bono Provided					
B12		0	Number of outreach presentations conducted					
B12		0	Number of outreach activities conducted					
B12		0	Number of Senior Households that received Legal Counsel or Consultation					
B12		0	Number of Senior households that received Legal Representation					
B12		0	# of clients helped with Schedule H					
B12		0	# of clients helped with life planning docs					
B12		0	# pro bono attorneys engaged in housing-related matters					
B12		0	# veterans receiving legal counsel/advice					
B13	Technical Assistance for Co-Ops and Condo Associations	10	Number of Co-Op Associations receiving Technical Assistance					
B13	Coops	6	Number of Action Plans written for Co-Op Associations					
B13	Coops	8	Number of Successful Outcomes for Co-Op Associations					

B13	Coops	8	Number of Asset Management Improvement Services Provided for Co-Op					
B13	Coops	0	Number of Asset Management Tactical Support Services Provided to Co-Op					
B13	Coops	10	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Legal Assistant Services provided to Distressed Co-Op Associations					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	10	Number of Organization Sustainability Tactical Support Services Provided to Co-Ops					
B13	Coops	5	Number of Ownership Educations Sessions provided to different ownership models including shared equity					
B13	Coops	0	Number of Relocation Plans completed and accepted for Co-Ops					
B13	Coops	6	Numbers of Trainings on Board Operations Governance & Management to Co-ops					
B13	Coops	20	Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management					
B13	Coops	0	Number of written Asset Management & Sustainability Plans for Co-Ops					
B13	Condos	10	Number of Condo Associations receiving Technical Assistance	Public Service or NRSA	$25,000.00		$45,000.00	$70,000.00
B13	Condos	6	Number of Action Plans written for Condo Associations					
B13	Condos	10	Number of Successful Outcomes for Condo Associations					
B13	Condos	6	Number of Asset Management Improvement Services Provided for Condo					
B13	Condos	0	Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo					
B13	Condos	10	Number of Asset Management Tactical Support Services Provided to Condo					
B13	Condos	0	Number of Legal Assistant Services provided to Distressed Condo Associations					
B13	Condos	0	Number of Consultative Services Provided to Condo Associations and Clients					
B13	Condos	10	Number of Organization Sustainability Tactical Support Services Provided to Condo Associations					
B13	Condos	5	Number of Relocation Plans completed and accepted for Condo Associations					
B13	Condos	0	Numbers of Trainings on Board Operations Governance & Management to condo associations					
B13	Condos	10	Number of written Asset Management & Sustainability Plans for Condo Associations					
B13	Coops and Condos	6	Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed					
B13	Coops and Condos	0	Number of Associations (Coops and Condos) referred to private/ nonprofit Law Firm					
B13	Coops and Condos	0	Number of Trainings on Development including Relocation and Construction Management					
B14	Technical Assistance for Small Apartment Owners (25 units and less)	0	Number of Inquiries Received					
B14		0	Number of Owners/Managers receiving Services	Public Service or NRSA				$0.00
B14		0	Number of Action Plans Written					
B14		0	Number of Action Plans Implemented/Completed					
B14		0	Number of Owners/Managers needing Asset Management Guidance					
B8	General Home Management (Post Purchase Non-Delinquent)	0	Number of Homeownership Preservation Workshops					
B8		0	Number of Attendees at Homeownership Preservation Workshops					
B8		0	Number of Post-Purchase Workshops (not including Homeownership Preservation)	Public Service or NRSA	$22,000.00		$28,000.00	$50,000.00
B8		0	Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)					
B8		40	Number of 1:1 Post-Purchase Counseling Sessions					
B8		10	Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions					
B9	Foreclosure Counseling	4	Number of Foreclosure Workshops					
B9		6	Number of Attendees at Foreclsoure Workshops					
B9		1700	Number of 1:1 Foreclosure Counseling Sessions					
B9		400	Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions	Public Service or NRSA	$12,000.00			$12,000.00
B9		0	Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)					
B9		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)					
B9		50	Number referred to Attorney(s) for Legal Services					
B9		300	Number of Foreclosures Prevented					
C15	TOPA Pre-Purchase Counseling & Training	160	Number of TOPA Meetings with Tenant Association					
C15		1700	Number of Attendees at TOPA Meetings	Public Service or NRSA	$105,000.00		$267,000.00	$372,000.00
C15		40	Number of TOPA Training Workshops to Tenants					
C15		200	Number of Attendees at TOPA Training Workshops					
C16	TOPA Post-Purchase Counseling & Training	25	Number of TOPA Post Purchase Training Workshops					
C16		300	Number of Attendees at TOPA Post Purchase Workshops					
C16		250	Number of unduplicated households	Public Service or NRSA	$30,000.00		$65,000.00	$95,000.00
C16		0	Number of one on one counseling sessions					
C16		0	Number of group training/coaching					
C17	Tenant Counseling for HRA - Rental Accomodation Division	0	Number of unduplicated households					
C17		0	Number of one on one counseling sessions	Public Service or NRSA	$58,000.00		$80,000.00	$138,000.00
C17		50	Number of group training/coaching					
C17		400	Number of Attendees at group training/coaching					
Marketing	MARKETING AND OUTREACH	12	Housing Fairs					
Marketing		10	Other Tabling Events					
Marketing		10000	Flyers Distributed					
Marketing		200	Social Media Posts (Facebook, LinkedIn, Instagram)	Public Service or NRSA	$26,000.00		$35,000.00	$61,000.00
Marketing		250000	Mailings					
Marketing		0	Paid Advertizing (display ads in print)					
Marketing			Other					

Marketing			Other					
	TOTALS	272543			$1,024,810.56	$315,189.44	$670,000.00	$2,010,000.00

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit B Budget

- Schedules A (3-1) and A (3-2) for the First Performance Period

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	2/1/2025 - 9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	COMMUNITY BASED
WARD (if applicable):	
TYPE OF ACTIVITY:	Housing Counseling

Instructions: *Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$1,695,698.00	$0.00	$1,695,698.00
Consultants	$7,471.00	$0.00	$7,471.00
Space	$132,761.00	$0.00	$132,761.00
Utilities	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Training	$1,500.00	$0.00	$1,500.00
IT Services & Support	$0.00	$0.00	$0.00
Travel	$3,000.00	$0.00	$3,000.00
Equipment	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$1,840,430.00	$0.00	$1,840,430.00
Total Indirect Costs (De Minimis Cost Rate 10%)	$169,570.00	$0.00	$169,570.00
Total Costs	$2,010,000.00	$0.00	$2,010,000.00

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)

NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 - 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
Personnel Subtotals		$3,558,000.00				$1,413,082.00

Fringe Benefits (Max 20%)	$282,616.00
Total NBAP Grant Personnel Costs	$1,695,698.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	2/1/2025 - 9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	PUBLIC SERVICES
WARD (if applicable):	
c	Housing Counseling

Instructions: *Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$858,602.00	$0.00	$858,602.00
Consultants	$7,471.00	$0.00	$7,471.00
Space	$68,377.56	$0.00	$68,377.56
Utilities	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Training	$1,500.00	$0.00	$1,500.00
IT Services & Support	$0.00	$0.00	$0.00
Travel	$3,000.00	$0.00	$3,000.00
Equipment	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$938,950.56	$0.00	$938,950.56
Total Indirect Costs (De Minimis Cost Rate 10%)	$85,860.00	$0.00	$85,860.00
Total Costs	$1,024,810.56	$0.00	$1,024,810.56

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 - 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
Personnel Subtotals		$3,558,000.00				$715,502.00

Fringe Benefits (Max 20%)	$143,100.00
Total NBAP Grant Personnel Costs	$858,602.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	2/1/2025 - 9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	NON PUBLIC SERVICES
WARD (if applicable):	
TYPE OF ACTIVITY:	Housing Counseling

Instructions: *Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$268,336.00	$0.00	$268,336.00
Consultants	$0.00	$0.00	$0.00
Space	$20,019.44	$0.00	$20,019.44
Utilities	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Training	$0.00	$0.00	$0.00
IT Services & Support	$0.00	$0.00	$0.00
Travel	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$288,355.44	$0.00	$288,355.44
Total Indirect Costs (De Minimis Cost Rate 10%)	$26,834.00	$0.00	$26,834.00
Total Costs	$315,189.44	$0.00	$315,189.44

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 - 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
Personnel Subtotals		$3,558,000.00				$223,613.00

Fringe Benefits (Max 20%)	$44,723.00
Total NBAP Grant Personnel Costs	$268,336.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	2/1/2025 - 9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	NRSA WARD 7-8
WARD (if applicable):	7, 8
TYPE OF ACTIVITY:	Housing Counseling

Instructions: *Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$568,760.00	$0.00	$568,760.00
Consultants	$0.00	$0.00	$0.00
Space	$44,364.00	$0.00	$44,364.00
Utilities	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Training	$0.00	$0.00	$0.00
IT Services & Support	$0.00	$0.00	$0.00
Travel	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$613,124.00	$0.00	$613,124.00
Total Indirect Costs (De Minimis Cost Rate 10%)	$56,876.00	$0.00	$56,876.00
Total Costs	$670,000.00	$0.00	$670,000.00

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 - 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
Personnel Subtotals		$3,558,000.00				$473,967.00

Fringe Benefits (Max 20%)	$94,793.00
Total NBAP Grant Personnel Costs	$568,760.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

Exhibit C Required Reporting

- Monthly Performance Report
- Monthly Report of Group Trainings
- Monthly Report on Outreach and Marketing Activities
- Monthly Reporting of Special Activities
- Monthly Reporting of changes in personnel relative to grant work and payroll
- Quarterly Beneficiary Data
- Quarterly Language Access Report
- Quarterly Data Report

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Welcome, William Winston
Not William Winston?

HELP RESOURCES FULL SCREEN LOGOUT
A▲▼

DC Department of Housing and Community Development

Deadline 00/00/0000

FY25 RFA: Housing Services

SHOW PROGRAM OVERVIEW | SHOW PROGRAM REQUIREMENTS | SHOW RFA SECTION 3.2 - HOUSING SERVICES: DESCRIPTION OF HOUSING PROGRAMS AND SERVICES | SHOW LIBRARY | HIDE ZOOMGRANTS HELP | SHOW ANNOUNCEMENTS 1

ZoomGrants Help [hide this]

Creating a New Application to Submit
The 'Saving' screen is still flashing...now what?
Missed Deadline FAQs
Invite Collaborators to Work on Application

Applicant View

Application Status: Not Submitted

Basic Information | Part I and II-Application Narrative Questions | Budget | Organizational and Financial Capacity | Required Attachments | Activity Log

Report: **OVERDUE** | Report Totals

Ask a Report Question

(answers are saved automatically when you move to another field)

Instructions Show/Hide

As in the past, Performance Reporting is divided into three sections:

- **Workplan Metrics** (numbers only),
- **Accomplishment Narrative** (Text Boxes), and
- **Various uploads** (spreadsheets usually).

This data is extremely important. Reports can affect performance goals and funding. Your reports are used to report to the City Administrator, the Mayor (including DMPED) and to the District Council and its Committee on Housing. Where uploads are required, **use excel files or Word files.** This will allow your information to be uploaded into the database and reported to District leaders.

For **Workplan Metrics,** use only numbers or leave it blank**. Letters such as N/A are to be avoided.** This will make your report impossible to be uploaded in the DHCD database and will require your corrections. Only numbers zero (0) and above can be used. If a metric is left blank, it will be treated as a zero.

In the **Accomplishment Narrative**, text boxes are provided to provide statements of activities or the information requested. In the first Report, please answer Question 22 (Points of Contact) with all points of contact for the areas mentioned. Thereafter in subsequent months, if there are no changes, it is okay to say, "No Changes". The same is true for Question 21 (staffing). Please answer Question 23 (Success Stories), Question 24 (Good News), Question 25 (Other DC agencies and initiatives). Question 26 is important. Remember the RFA asked applicants to align outreach to the Focus Areas mentioned on pages 33 and 34 of the RFA. Mentioning specific Focus Areas in the narrative for Q26 is helpful.

The **Document Upload** section is where excel spreadsheets (usually, sometimes Word Documents) are uploaded. **PDFs cannot be uploaded into database.** [The District of Columbia is fortunate to have many DC Based Programs such as HPAP, IZ/ADU, PADD, SFRRP, TOPA, HRA/RAD related activities, as well as direct services to tenants and tenant groups, and services to Condo/Coop Associations. DHCD staff need monthly reporting in order to better do their work and respond to the needs of DC citizens. These reports are shared directly with the appropriate program manager.]

There three areas of your activities will be reported on a monthly basis to help us meet our HUD and DC Government requirements and the needs of DC residents.

Reporting for Fiscal Year 2025 will begin with Report # 1. The end of Government's fiscal year (9/30/2025) will conclude with Report # 10 and the close-out of FY25 Purchase Orders. The complete schedule is below for the monthly report.

Other Reporting: Beneficiary Data and Language Access

Other reports are also required. These include **Beneficiary Report** and **Language Access Report.** These two reports are required on a quarterly basis. These reports will not be answered within ZoomGrants. The Office of Program Monitoring will provide the spreadsheets to use for these quarterly reports. Please see your Grant Agreement for additional information about the monthly and quarterly reports. Please note, the Beneficiary Report corresponds to the sources and uses of your Grant Agreement. A separate Beneficiary Report is needed for each type of funding awarded: Public Service (PS), Non-Public Service (NPS) and NRSA Wards 7 & 8 PS and NPS.

These quarterly reports will be due:

Oct/Nov/Dec 2/24/2025

Jan/Feb/March 4/10/2025

April/May/June 7/10/2025

July/August/Sept 10/10/2025

Please note we cannot extend these deadlines since they are HUD's deadlines and not in our control. Please submit your report on schedule.

Please remember HUD views reporting and reimbursement requests as inseparable and therefore to be coordinated at the same time. Please avoid not filing on the deadline.

Monthly Reporting on Performance and Accomplishments

Report Number Period Covers Due Date

Report Number	Period Covers	Due Date	Notes
Report 1	FY25 Q1 (Oct/Nov/Dec)	03/03/2025	
Report 2	January	03/03/2025	
Report 3	February	03/10/2025	
Report 4	March	04/10/2025	
Report 5	April	05/10/2025	
Report 6	May	06/10/2025	
Report 7	June	07/10/2025	
Report 8	July	08/10/2025	
Report 9	August	09/10/2025	
Report 10	September	10/10/2025	

In ZoomGrants reporting, there are data questions. Please enter only a whole number. If a particular question doesn't apply to your statement of work and workplan, please enter zero. The narrative questions also require a response. If there is nothing to report in the narrative, please enter a statement such as "No changes" or "Not applicable".

Report 1: 3/3/2025

This report is OVERDUE. Submit Report 1

Agency

This is a branching question. The system will remove questions that do not apply to you based on your answer to Question #1.

Please disregard the number sequencing.

1. Identify Your Agency Name

This is a branching question. Only the questions that apply to your agency will appear.

- ○ CARECEN-Central American Resource Center
- ○ Centro de Apoyo Familar

- ○ Greater Washington Urban League, Inc.
- ○ Housing Counseling Services
- ○ Latino Economic Development Corporation of Washington DC
- ○ Legal Counsel for the Elderly
- ○ Lydia's House in Southeast, Inc.
- ○ Manna, Inc.
- ○ Marshall Heights Community Development Organization, Inc.
- ○ Mi Casa
- ○ Neighborhood Legal Services Program of the District of Columbia
- ○ University Legal Services

Workplan Accomplishment Metrics

2. A1: HUD Housing Counseling

Ignore the auto-total number.

Number of First Time Homebuyers Purchasing Homes

Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)

Number of 1:1 Counseling Sessions (Budget & Credit)

Number of unduplicated households

Number of 1:1 Homebuyer Counseling Sessions

Number of unduplicated households

3. A2: 8-Hour Homebuyer Class

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of 8-hour Homebuyer Educations Classes

Number of Attendees of 8-hour Homebuyer Classes

Number of DHCD Certificates issued

4. A3: HPAP (EAHP/NEAHP)

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of HPAP Pre Purchase Orientations conducted

Number of Attendees at HPAP Orientations

Number of Files submitted to HPAP Administrators

Number of 1:1 HPAP Counseling Sessions

Number of unduplicated households

5. A4: IZ/ADU Orientations

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of IZ Orientations Conducted

Number of Attendees at IZ Orientations

Number of DHCD Certificates issued

6. A5: IZ/ADU Income Certifications

Ignore the auto-total number.

Number of IZ/ADU Income Cetifications completed

7. A6: PADD

Ignore the auto-total number.

Number of PADD group training/coaching

Number of Attendees at PADD group training

Number of 1:1 PADD sessions (if applicable)

Number of unduplicated households receiving 1:1 PADD sessions

Number of PADD Income Certifications

8. A7: General Housing Services & Information (Group Training)

Ignore the auto-total number.

Number of Financial Literacy Trainings (including but not limited to credit & budgeting)

Number of Attendees at Financial Literacy Trainings

Number of Homebuyer Clubs Meetings

Total of Attendees at Homebuer Club Meetings

Number of group trainings or workshops not reported in other categories

Number of Attendes at group trainings or workshops not reported in other categories

9. B8: General Home Management (Post Purchase Non-Delinquent)

Ignore the auto-total number.

Number of Homeownership Preservation Workshops

Number of Attendees at Homeownership Preservation Workshops

Number of Post-Purchase Workshops (not including Homeownership Preservation)

Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)

Number of 1:1 Post-Purchase Counseling Sessions

Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions

10. B9: Foreclosure Counseling

Ignore the auto-total number.

Number of Foreclosure Workshops

Number of Attendees at Foreclsoure Workshops

Number of 1:1 Foreclosure Counseling Sessions

Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number of Foreclsoures Prevented

11. B10: Eviction Counseling

Ignore the auto-total number.

Number of Eviction workshops

Number of Attendees at Eviction workshops

1:1 Eviction Counseling

Unduplciated households 1:1 Eviction Counseling

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number Evictions Prevented

12. B11: SFRR

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of SFRRP Orientations conducted (required)

Number of 1:1 Intake sessions

Number of unduplicated households

Number of complete applications submitted in SFRRP Portal

13. B12: Legal Services for Seniors, Coops and Condos

Ignore the auto-total number.

Senior households receiving legal services

Coop Associations receiving legal services

Condo Associations receiving legal services

Number of Training for Law Firms

Number of Attendees at law firm training

Number of outreach activities

Number of new partnerships initiated

Number of clients helped with Schedule H

Number of clients helped with life planning docs

Number pro bono attorneys engaged in housing-related matters

Number veterans receiving legal counsel/advice

14. B13: Technical Assistance for Coop

Ignore the auto-total number.

Number of Co-Op Associations receiving Technical Assistance

Number of Action Plans written for Co-Op Associations

Number of Successful Outcomes for Co-Op Associations

Number of Asset Management Improvement Services Provided for Co-Op

Number of Asset Management Tactical Support Services Provided to Co-Op

Number of Consultative Services Provided to Co-Op Associations and Clients

Number of Legal Assistant Services provided to Distressed Co-Op Associations

Number of Organization Sustainability Tactical Support Services Provided to Co-Ops

Number of Ownership Educations Sessions provided to different ownership models including shared equity

Number of Relocation Plans completed and accepted for Co-Ops

Numbers of Trainings on Board Operations Governance & Management to Co-ops

Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management

Number of written Asset Management & Sustainability Plans for Co-Ops

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Co-Op Associations

Number of Associations (Coops) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Co-Op Associations

15. B13: Technical Assistance for Condo Associations

Ignore the auto-total number.

Number of Condo Associations receiving Technical Assistance

Number of Action Plans written for Condo Associations

Number of Successful Outcomes for Condo Associations

Number of Asset Management Improvement Services Provided for Condo

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo

Number of Asset Management Tactical Support Services Provided to Condo

Number of Legal Assistant Services provided to Distressed Condo Associations

Number of Consultative Services Provided to Condo Associations and Clients

Number of Organization Sustainability Tactical Support Services Provided to Condo Associations

Number of Relocation Plans completed and accepted for Condo Associations

Numbers of Trainings on Board Operations Governance & Management to condo associations

Number of written Asset Management & Sustainability Plans for Condo Associations

Number of Associations (Condos) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Condo Associations

16. B14: Technical Assistance for Small Apartment Owners (25 units and less)

Ignore the auto-total number.

Number of Inquiries Received

Number of Owners/Managers receiving Services

Number of Action Plans Written

Number of Action Plans Implemented/Completed

Number of Owners/Managers needing Asset Management Guidance

17. C15: TOPA Pre-Purchase Counseling & Training

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Meetings with Tenant Association

Number of Attendees at TOPA Meetings

Number of TOPA Training Workshops to Tenants

Number of Attendees at TOPA Training Workshops

18. C16: TOPA Post-Purchase Counseling & Training

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Post Purchase Training Workshops

Number of Attendees at TOPA Post Purchase Workshops

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

19. C17: Tenant Counseling for HRA - Rental Accommodation Division

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

Number of Attendees at group training/coaching

20. Marketing & Outreach

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Housing Fairs

Other Tabling Events

Flyers Distributed

Social Media Posts (Facebook, LinkedIn, Instagram)

Mailings

Paid Advertising (display ads in print)

Other

Accomplishment Narrative

21. Staffing Information: Any changes (terminations or new hires) in staff members who are on the grant? Or in the Executive Leadership or Management Team? Number of HUD Certified Counselors (expressed as FTEs) on staff at the

end of this reporting period?

Maximum characters: 1000. You have 1000 characters left.

22. Who are the current Points of Contact and email for the following: 1) Executive Leader (NOTE: Executive leader is copied on all communication): 2) Grant/Fund Development: 3) Grant/Accounting: 4) Program Managers/Directors/Supervisors:

Maximum characters: 1000. You have 1000 characters left.

23. Please provide us with client success story/stories for this quarter by program. You may provide a link to an article that has been written for other purposes (newsletter, website, or newspaper article).
Redact (use a pseudonym) for any client name or other personal identifying information if you have not received a release.

Maximum characters: 3000. You have 3000 characters left.

24. Any good news to share? Any events and activities coming up? (e.g. obtained other grant funds to leverage DHCD grant, Open Houses, Presentations, Community Events, etc.)
Upload a calendar of upcoming program events (in-person or webinars).

Maximum characters: 3000. You have 3000 characters left.

25. Describe your organization's involvement in other projects or initiatives with other District agencies.

Maximum characters: 3000. You have 3000 characters left.

26. Describe your marketing and outreach during this period. What groups or areas did you market to, numbers, and in what way did you contact them (mail, event, email, personal, media, etc.)?

Maximum characters: 3000. You have 3000 characters left.

27. Describe any specific obstacles (if any) to your organization's program or service delivery during this period?

Maximum characters: 3000. You have 3000 characters left.

Documents Requested *	Required?	Uploaded Documents *	
ALL: Procurement Report, as applicable Download template: Procurement Report			Upload
ALL: Language Access for Outreach and Group Sessions Download template: Language Access for Outreach and Group Sessions	Required		Upload
ALL: Calendar of Next Quarter (3 months) of Orientations, Trainings, Workshops & 8-Hour Classes	Required		Upload
A-2 HBE 8-Hour Class Attendance Certificates Download template: A-2 HBE 8-Hour Class Attendance Certificates			Upload
A-3 Homebuyer Assistance Program Intake Download template: A-3 Homebuyer Assistance Program Intake			Upload
A-4 IZ Orientation Attendance Certificates Download template: A-4 IZ Orientation Attendance Certificates			Upload
B-11 SFRRP Intake Download template: B-11 SFRRP Intake			Upload
C-15 and C-16 TOPA Reporting Download template: C-15 and C-16 TOPA Reporting			Upload
C-17 Training for Tenants and Tenant Organizations Download template: C-17 Training for Tenants and Tenant Organizations			Upload

** ZoomGrants™ is not responsible for the content of uploaded documents.*

CDBG PUBLIC SERVICE* HOUSING COUNSELING (HC) PROGRAM

HEAD OF HOUSEHOLD DEMOGRAPHICS

IDIS Number	
Community Based Organization (CBO)	
National Objective/Matrix Code	
Project Analyst	
Proposed HOUSEHOLDS TO Serve	
Total HOUSEHOLDS Served	
Difference Used for CAPER Analysis	

Tip #1	Avoid Duplicative Reporting
Tip #2	Complete each cell; even if N/A (Not Applicable)
Tip #3	Do not complete Greyed-Out Cells
Tip #4	Based on HEAD of HOUSEHOLD
Tip # 5	Submit Quarterly
Tip #6	Public Service - HC that cannot show proof a home was purchased.
Tip # 7	OPM - Kelly Ann Morrow, DHCD Grant Management Officer, kelly-ann.morrow@dc.gov

HEAD OF HOUSEHOLD CHARACTERISTICS

Race/Ethnicity/Household Composition	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	ALL MUST MATCH: Total All Wards	ALL MUST MATCH: Total Tenants and Owners
White	0	0		0	0																					0	0	0
Black/African American	0	0		0	0																					0	0	0
Asian	0	0		0	0																					0	0	0
Native American/Alaskan Native				0	0																					0	0	0
Native Hawaiian/Other Pacific Islander				0	0																					0	0	0
Native American/Alaskan Native & White				0	0																					0	0	0
American Indian/Alaskan Native & White				0	0																					0	0	0
Asian & White				0	0																					0	0	0
Black/African American & White				0	0																					0	0	0
Native American/Alaskan Native & Black/African American				0	0																					0	0	0
Other Multi Racial				0	0																					0	0	0
Did Not Report				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Income Data (in accordance with HUD Part 5)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	ALL MUST MATCH: Total All Wards	ALL MUST MATCH: Total Tenants and Owners
Extremely Low 0-30 %	0			0	0																					0	0	0
Low 31%-50%	0			0	0																					0	0	0
Moderate 51%-80%	0			0	0																					0	0	0
Non-Low/Moderate 81% - 110%				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Additional Data (Does not apply to Single Family Residential Rehabilitation Program)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	ALL MUST MATCH: Total All Wards	ALL MUST MATCH: Total Tenants and Owners
With New or Continuing Access to Service or Benefit	0			0	0																					0	0	0
With Improved Access to Service or Benefit				0	0																					0	0	0
Received a Service or Benefit that is No Longer Substandard				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Language Access

The recent Executive Order of the President makes English the Official Language of the United States.

Grantees may translate forms, document, trainings into other languages as they deem appropriate for the benefit of clients.

Grantees may also make provision for clients to have access who are English Proficient/Non-English Proficient (LEP/NEP).

The Language Access line remains available to Grantees. OPM can provide the phone number.

Grantees are encouraged to report on a quarterly basis concerning language accommodation for clients.

Tracking includes:

- Language
- Use of interpreter, bi-lingual staff person or language access telephonic line
- Used on the group basis or individual and the number of each

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit D Method to determine Client Eligibility for Services

Method to determine Client Eligibility for Services:
By Household

DHCD will provide the spreadsheet to use for this Quarterly Report

If a grantee has two or three sources/uses of grant funds, a separate report is needed for each.

Sources/Uses includes

1. Public Services (PS),
2. Non-Public Services (NPS) and
3. NRSA Wards 7 & 8 PS & NPS.

For each the Household report includes:

Section 1

Grantees will provide the following information concerning race/ethnicity which shall be recorded by

- Ward,
- Head of Household,
- Tenant/Owner

White
Black/African American
Asian
Native American/Alaskan Native
Native Hawaiian/Other Pacific Islander
Native American/Alaskan Native & White
American Indian/Alaskan Native & White
Asian & White
Black/African American & White
Native American/Alaskan Native & Black/African American
Other Multi Racial
Did Not Report
TOTAL

Section 2

Also, each household shall be counted by income category using the CDBG income categories and dollar amounts. (See chart in this exhibit.)

Section 3

Lastly, each household shall be counted by CDNG service category.

With New or Continuing Access to Service or Benefit
With Improved Access to Service or Benefit
Received a Service or Benefit that is No Longer Substandard

The Number of Households in each of the above calculations be the same. That is, if 100 households are reported in Section 1, there must be 100 in reported also in Sections 2 and 3.

This procedures is repeated for:

- Non-Public Service Activities
- NRSA Wards 7 & 8 Public Service and Non-Public Service

INCOME LIMITS WITH UNCAPPED LIMITS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
U.S. Department of Housing and Urban Development (HUD) FY 2023
Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	**84,400**	**96,450**	**108,500**	**120,550**	**130,200**	**139,850**	**149,500**	**159,150**

	Median Income	**Family Four Low Income Limit**
DC	**$152,100**	**$95,300**

This grant will consider eligibility based on Household Beneficiary Data

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit E Budget Modification Form

INCOME LIMITS WITH UNCAPPED LIMITS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
U.S. Department of Housing and Urban Development (HUD) FY 2023
Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	**84,400**	**96,450**	**108,500**	**120,550**	**130,200**	**139,850**	**149,500**	**159,150**

	Median Income	**Family Four Low Income Limit**
DC	**$152,100**	**$95,300**

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit F Drug Free Workplace Certification

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code. and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - lll, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. **Debarment, Suspension, And Other Responsibility Matters (Direct Recipient)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

1. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F. for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020. Notice shall include the identification number(s) of each effected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and incising termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (1), (c), (d), (e), and (f).

B. The applicant may insert in the space provided below the sites) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Drug-Free Workplace (Grantees who are Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, subpart F, for grantees as defined at 28 CFR Part 67; Sections 67 615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020.

As the duly authorized representative of the applications,
I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address

Housing Counseling Services, Inc.
2410 17th Street, NW, Suite 100 {Adams Alley}
Washington, DC 20009

52-0958568

2. Application Number and/or Project Name | **3. Grantee IRS/Vendor Number**

FY 2025 Housing Counseling Services Program

4. Typed Name and Title of Authorized Representative

Marian Siegel, Executive Director

5. Signature

October 22nd, 2024

6. Date

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit G Service Area Eligibility

This grantee provides services to residents of all DC Wards and will focus on the neighborhoods in these corridors where DHCD has invested resources for housing development.

- 16th St NW Corridor near the intersection with Havard St NW (Columbia Heights) in Ward 1
- Georgia Ave and New Hampshire Ave NW Corridor (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- Rhode Island Ave and South Dakota Ave NE Corridor (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 5
- M and South Capitol Streets SW Corridor (Greenleaf/Waterfront) in Ward 6
- Benning Road and Florida Ave NE Corridor (NoMa/Ivy City/Trinidad) Ward 6
- Minnesota Ave and Benning Rd NE Corridor (Benning, Greenway) in Ward 7
- Pennsylvania Ave and Minnesota Aves SE Corridor (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- East Capitol and Benning Rd Corridor (Capital View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- Marion Barry Ave and Martin Luther King Aves SE Corridor (Historic Anacostia, Fairlawn Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- Marion Berry Ave and Alabama Aves Corridor (Skyland, Woodland, Garfield Heights) in Ward 8
- Martin Luther King Ave and Alabama Ave Corridor (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- South Capital St and Chesapeake Aves SE Corridor (Bellevue, Washington Highlands) in Ward 8

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit H Insurance Requirements

DHCD-BILL WINSTON-GRANT FOR VARIOUS COMMUNITY-BASED ORGANIZATIONS HOUSING COUNSELING AND SERVICES AF07082024

INSURANCE

A. GENERAL REQUIREMENTS. The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this grant, the types of insurance specified below. The Grantee shall submit a Certificate of Insurance to the Grant Administrator (GA) giving evidence of the required coverage prior to commencing performance under this grant. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the GA.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Grantee and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this grant, with the understanding that any affirmative obligation imposed upon the insured Grantee or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its subcontractors, and not the additional insured. The additional insured status under the Grantee's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the GA in writing. All of the Grantee's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Grantee or its subcontractors, or anyone for whom the Grantee or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the GA with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the GA in writing), covering liability for all ongoing and completed operations of the Grantee and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an

Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or it's equivalent) to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the GA in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee in connection with work under this agreement, with a minimum combined single limit of $1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Grantee shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Defense costs shall be in addition to and not erode the limits of liability
e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or it's equivalent)

3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

   Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   The Workers Compensation and Employers Liability shall be further endorsed to:
   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the GA of commercial umbrella or excess liability insurance with minimum limits of $5,000,000 per occurrence and $5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS
Any and all subcontractors engaged by Grantee for work under this agreement shall be required to have the same insured required of Grantee. Should the Grantee wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Grantee shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Grantee. In either instance, the Grantee must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

E. DURATION. The Grantee shall carry all required insurance until all grant work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this grant and two years for non-construction related grants.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the Grantee's liability under this grant.

G. CONTRACTOR'S PROPERTY. Grantee and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.

H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the grant price.

I. NOTIFICATION. The Grantee shall ensure that all policies provide that the GA shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Grantee no long complying with the above requirements. The Grantee shall provide the GA with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the GA with an updated Certificate of Insurance should its insurance coverages renew during the grant. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Grantee at least 30 days' notice of the change. Grantee must comply, at your expense, and deliver to the GA evidence of compliance before the change becomes effective.

J. CERTIFICATES OF INSURANCE. The Grantee must send to GA, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Grantee must also provide us with evidence of renewal before the expiration date of each insurance policy. Grantee is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . Certificates of insurance must reference the corresponding grant number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:
William Winston, Grant Administrator (DHCD)
1909 Martin Luther King Jr Av SE, Washington DC 20020
771-208-9628
Bill.winston@dc.gov

The GA may request and the Grantee shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Grantee expires prior to completion of the grant, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the GA prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the GA on an annual basis as the coverage is renewed (or replaced).

K. DISCLOSURE OF INFORMATION. The Grantee agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Grantee, its agents, employees, servants or subcontractors in the performance of this grant.

L. CARRIER RATINGS. All Grantee's and its subcontractors' insurance required in connection with this grant shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.

M. WARRANTIES. When applicable, the Grantee should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). GA should collect, review for accuracy, and maintain all warranties for goods and services.

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Mayor's Order 2023-131

GOVERNMENT OF THE DISTRICT OF COLUMBIA
ADMINISTRATIVE ISSUANCE SYSTEM

Mayor's Order 2023-131
October 31, 2023
SUBJECT: Updated District Government Sexual Harassment Policy, Guidance, and Procedures

ORIGINATING AGENCY: Office of the Mayor

By virtue of the authority vested in me as Mayor of the District of Columbia by sections 422(2), (3), and (11) of the District of Columbia Home Rule Act of 1973, 87 Stat. 790; Pub. L No. 93-198, D.C. Official Code §§ 1-204.22(2), (3), and (11), it is hereby **ORDERED** that:

I. PURPOSES AND BACKGROUND

This Order incorporates provisions of, updates, and supersedes Mayor's Order 2017-313, dated December 18, 2017, regarding sexual harassment in District of Columbia ("District") Government workplaces.

In addition to providing procedural updates to the District's sexual harassment policy, this Order establishes and directs the Sexual Harassment Task Force to further examine the District's sexual harassment policies and provide recommendations to further the goal of a harassment-free workplace; establishes obligations of District Government employees; adds Mayor's direct reports to those required to be referred for outside investigation of sexual harassment; and bans all sexual and romantic relationships between supervisors and the employees in their chain of command.

This Order reaffirms that the District Government does not tolerate any form of inappropriate workplace conduct including sexual harassment, nor does it tolerate sexual harassment in non-employment interactions between District Government employees and the public. Sexual harassment is recognized as one of the most unjust, demeaning, and demoralizing examples of workplace misconduct.

This Order also requires that employees be trained on sexual harassment every year and provides additional specificity as to the qualifications and role of Sexual Harassment Officers.

Further, this Order directs agency compliance with the Sexual Harassment Data Collection and Reporting Act of 2022, D.C. Law 24-171, D.C. Official Code § 1-546.01, and clarifies, consistent with the Human Rights Enhancement Amendment Act of 2022, D.C. Law 24-172, D.C. Official Code § 2-1402.11(c-2), the definition of sexual harassment.

II. INDIVIDUALS AND ENTITIES COVERED

A. Prohibitions and Protections

1. This Order is intended broadly to prohibit sexual harassment in all interactions with District Government employees and officials and persons acting on behalf of the District Government, and to facilitate speedy investigation and non-monetary remedial action including warnings to stop offensive behavior, additional training, reassignments, and personnel and contract actions.

2. The District of Columbia prohibits workplace sexual harassment by all District Government employees and officials. The prohibition applies to harassment of other employees and officials and to harassment of third parties

and members of the public interacting with the District Government, such as vendors, contractors, grantees, customers, clients, and other persons visiting or working at District Government worksites or service sites inside and outside District Government agencies.

3. Likewise, contractors and grantees carrying out work on behalf of the District Government shall not sexually harass colleagues who carry out work on behalf of the District Government; District Government employees; or customers, clients, or beneficiaries of the services the contractors and grantees provide on behalf of the District Government; and those clients, customers, beneficiaries, employees, and colleagues may file complaints that trigger sexual harassment investigations and possibly remedies. Remedies may include requiring the contractor or grantee to use alternate personnel to provide services, and other remedies available under the contract or grant agreements up to and including contract or grant termination or non-renewal of the grant or contract.

4. In addition, sexual harassment by District Government clients, customers, or visitors against District Government employees, contractors, or grantees, or other clients, customers, or visitors, at District Government worksites or service sites, is prohibited and complaints made against District Government employees who sexually harass contractors, grantees, agency clients, customers or visitors, upon investigation, may result in discipline of the employee and accommodations of the contractor, grantee, customer or visitor, such as having another government official assigned to the matter.

5. In the course of their duties as members of District of Columbia boards and commissions, board and commission members are bound by the prohibitions, procedures, and deadlines set forth in this Order.

6. Not every procedure set forth in this Order applies to persons not working for the District Government.

B. Scope

1. Laws prohibiting sexual harassment apply throughout the District Government. The agencies listed below should either use the training, procedures, information, and processes provided in this Order, or their own, similar ones. To the extent District law requires centralized reporting, the reporting requirements in this Order apply to all agencies.

2. Those agencies include the Office of the Attorney General, the Office of the Chief Financial Officer, the Board of Elections, the Zoning Commission, the Public Service Commission, the Commission on Arts and Humanities, the Washington Convention and Sports Authority (Events DC), the Board of Education, the University of the District of Columbia, the DC Public Library, the DC State Athletics Commission, the Public Charter School Board and public charter schools, the Office of the People's Counsel, the District of Columbia Water and Sewer Authority (DC Water), the Green Finance Authority, the Health Benefit Exchange Authority, the Not-for-Profit Hospital Corporation, the Contract Appeals Board, the DC Retirement Board, the Office of Employee Appeals, the DC National Guard, the Criminal Justice Coordinating Council, the Office of Police Complaints, the Corrections Information Council, and the Uniform Law Commission.

3. This Order does not apply to the Council of the District of Columbia, Advisory Neighborhood Commissions, or the DC Courts, and agencies and offices subordinate to them.

III. SEXUAL HARASSMENT

A. Through the Human Rights Enhancement Amendment Act of 2022, D.C. Law 24-172, effective September 21, 2022; D.C. Official Code § 2-1402.11(c-2), the Council has, in the employment context, expanded the definition of "harassment" and "sexual harassment" under the D.C. Human Rights Act to provide that sexual harassment includes conduct of a sexual nature, "whether direct or indirect, verbal or nonverbal, that unreasonably alters an individual's terms, conditions, or privileges of employment or has the purpose or effect of creating an intimidating, hostile, or offensive work environment."

B. In addition, sexual harassment includes "sexual advances, requests for sexual favors, or other conduct of a sexual nature where submission to the conduct is made either explicitly or implicitly a term or condition of employment or where submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual's employment." This is sometimes referred to as quid pro quo sexual harassment.

C. In determining whether sexual harassment has taken place, the D.C. Human Rights Act states that "conduct need not be severe or pervasive to constitute harassment" and that "no specific number of incidents or specific level of egregiousness is required."

D. Examples of conduct that can contribute to or constitute sexual harassment or an intimidating, hostile, or offensive work environment include:

1. Sex acts;

2. Display of sexual organs;

3. Using sexually oriented or sexually degrading language describing an individual or their body, clothing, hair, accessories, or sexual experiences;

4. Sexually offensive comments or off-color language, jokes, or innuendo that a reasonable person would consider to be of a sexual nature, or belittling or demeaning to an individual or a group's sex, sexual orientation, or gender identity;

5. "Sexting" or seeking or sending pictures of intimate body parts;

6. Taking or displaying pictures of body parts meant to be covered up (such as "upskirting" pictures);

7. Displaying or disseminating sexually suggestive objects, books, screensavers, magazines, photographs, music, cartoons, or computer internet sites or references;

8. Unnecessary and inappropriate touching or physical contact, such as intentional and repeated brushing against a colleague's body, touching or brushing a colleague's hair or clothing, massages, groping, patting, pinching, or hugging, that a reasonable person would consider to be of a sexual nature;

9. Leering, ogling, or making sexually suggestive gestures or sounds, such as whistling or kissing noises;

10. Making inquiries about someone's private sex life or describing one's own sex life;

11. Workplace sexual comments, conduct, displays and suggestions between two willing parties in the presence of another that are inconsistent with professional workplace norms;

12. Any unwanted repeated contact, including, but not limited to in-person, or telephonic, for romantic or sexual purposes;

13. Giving a preference to someone who is engaged in a dating, romantic, or sexual relationship based on the relationship to the disadvantage of someone who is not engaged in a dating, romantic, or sexual relationship; and

14. Sexual assault, stalking, trapping someone such that they are not free to leave and a sexual encounter is expected or threatened, threats of bodily harm relating to sex or the refusal to have sex, or other crimes related to acts of sexual harassment.

E. Further, the District may treat some conduct of a sexual nature as misconduct, even when it does not rise to the level of unlawful sexual harassment actionable under the D.C. Human Rights Act. As an example, an employee who tends to greet people with a hug may have been warned that the conduct was offensive to some employees and then hugs an employee whom they have not seen in many months. The conduct may not rise to the level of "unreasonably altering the individual's terms, conditions, or privileges of employment," but it could constitute misconduct since they had been warned that some employees associate hugging with unwanted sexual contact that is offensive in the work environment.

IV. DATING, ROMANTIC, AND SEXUAL RELATIONSHIPS IN THE WORKPLACE

A. Prohibitions

1. Prohibitions on certain dating, romantic, or sexual relationships in the workplace exist to prevent real or perceived impropriety, favoritism, conflicts of interest due to power dynamics, control of an employee's assignments and performance reviews, as well as to advance fairness for all other employees, contractors, grantees, and clients. Even consensual dating, romantic, or sexual relationships can generate allegations of favoritism based on sexual relationships or sexual harassment by one of the parties or a third party. Relationships, or aspects of relationships, that may be perceived as consensual by one party may be considered coerced or harassing by the other party due to power dynamics, and relationships that start consensually may evolve into sexual harassment.

2. Subject to the conditions and implementation procedures discussed in this Order, it is now the policy of the District Government that a dating, romantic, or sexual relationship between a supervisor and any employee in the chain of command they supervise – whether supervision is direct or indirect, operational or situational – is prohibited. Note that chain of command in this definition may span agencies or divisions within an agency.

3. In addition, District Government employees shall not initiate a dating, romantic, or sexual relationship with trainees, recruits, or interns, regardless of the employee's assignment in relation to the trainee, recruit, or intern if the employee is in the same agency as the trainee, recruit, or intern.

4. Further, this Order prohibits dating, romantic, and sexual relationships when they are prohibited by applicable professional or ethical standards, such as lawyer-client, doctor-patient, or social worker-client.

5. District Government employees shall not participate personally and substantially in particular matters that affect or could affect the financial interests of someone with whom they are in a dating, romantic, or sexual relationship, whether that person is an employee, grantee, contractor, or client of the agency.

B. Designation of Person or Committee to Resolve Issues Surrounding Workplace Relationships; Existing Relationships

1, By November 17, 2023, District Government agency directors shall designate their own agency human resources agency/officers, another appropriate officer, or an office or committee to receive disclosures of relationships and resolve workplace issues arising from any prohibited dating, romantic, or sexual relationship on a case-by-case basis consistent with this Order; absent such a designation, disclosures shall be made to the Director.

2. By December 8, 2023, existing relationships that fall within the prohibitions of this Order must be disclosed to the designee identified in subsection IV.B.1. of this Order, in the manner specified by their agency or on a form to be created by DCHR, whereupon the situation will be evaluated and a resolution determined.

3. Resolution may involve giving the employees a defined but reasonable time to find a new position where the relationship is not implicated by this Order; shifting reporting structures to take the relationship out of a prohibited status; or establishment of recusal structures when the employees do not work in the same agency or division but they heretofore were in situational or operational chains of command.

4. To the extent adjustments are made in work sites or shifts, reporting structures, job duties or any other factor for one or both of the persons in the relationship, agencies shall endeavor to afford such options on a voluntary basis for all concerned, particularly if an employee not involved in a prohibited relationship is affected by any proposed accommodation of the relationship.

5. If no satisfactory resolution of the prohibited relationship can be reached, the persons in a dating, romantic, or sexual relationship may request a waiver of the provisions of this Order. Waiver requests shall be submitted to the Mayor and shall be accompanied by a recommendation from the agency or agency designee. Waiver requests may include any information relevant to the determination and shall be on a form to be created by the Department of Human Resources ("DCHR").

6. Agencies may make reasonable efforts to assist with a transfer or reassignment, without prejudicing either employee (or any other employee), but it is not the responsibility of the personnel authority or the agency to restructure their agency operations or find a new position for someone in the relationship. No agency is required to grant a request or application for a transfer.

7. Agencies may promulgate regulations or policies consistent with this Order to effect its implementation and to provide consistent treatment for employees facing this situation, though each relationship may pose unique issues. Agencies may also issue rules explaining in more detail for their agencies' employees and contractors how terms such as "dating," "chain of command" and "trainee" are to be interpreted considering their agency's operations. Agencies may prohibit dating, romantic, or sexual relationships with their own clients or clients of the agency or a subset of the agency, as the agency deems appropriate to prevent factual or perceived impropriety or favoritism. For instance, an agency with both social workers and non-licensed employees providing case work to agency clients could extend the ban on dating and sexual relationships with clients to their non-licensed employees, to hold them to the same professional standards as their licensed colleagues.

8. By December 12, 2023, agencies shall report the number of disclosed relationships to the Mayor's Office of Legal Counsel ("MOLC") and the contact information of the person handling requests for accommodation, for consideration by the Sexual Harassment Taskforce.

C. Disclosure of Relationships

1. In addition to the disclosures of existing relationships required by Section IV.B., if by promotion or agency reorganization or other circumstance, two employees in a dating, romantic, or sexual relationship would fall into a prohibited relationship status, their relationship must be disclosed as soon as the possibility of falling into prohibited status is realized by either person in the relationship.

2. If there is a reasonable likelihood that someone would raise a credible charge that there was or could be preferential treatment based on a dating, romantic, or sexual relationship that is not in a chain of command, then the employees involved in the dating, romantic, or sexual relationship must also report their relationship to the person or office designated pursuant to Section IV.B. Such reporting is necessary for consideration of whether additional safeguards are necessary and whether the prohibition on relationships based on situational supervision is implicated.

D. New Relationships

Generally, if two persons in a chain of command wish to begin a dating, romantic, or sexual relationship with each other, one party to the relationship should apply for a transfer or otherwise seek employment that eliminates the supervisory relationship before the relationship begins so that no prohibited relationship commences. For example, a supervisor may be transferred to another supervisory role so that they are not in the chain of command with the other person.

E. Conduct

1. District Government employees in a dating, romantic, or sexual relationship with another District Government employee, or client/customer of their agency, or grantee or contractor of their agency, shall conduct themselves in an appropriate manner while on duty and shall not engage in behavior that detracts from a professional work environment.

2. Any sexual activity at work sites or during an employee's working hours, regardless of location, is prohibited.

F. Violations

A violation of a provision of this Order regarding dating, romantic, or sexual relationships may not constitute sexual harassment as defined above, but an employee who engages in a prohibited relationship under Section IV.A. of this

Order or fails to disclose a relationship that is required to be disclosed shall be subject to appropriate personnel action, up to and including termination.

G. Legal Representation

If legal action is commenced against the District of Columbia and/or a supervisor who engaged in a dating, romantic, or sexual relationship with an employee, or a person engaged in a potentially-conflictual relationship, the existence of the sexual or romantic relationship will be a factor in the District of Columbia's decision to provide legal representation to the supervisor or the employee(s) engaged in a relationship.

V. PROCEDURES FOR STOPPING SEXUAL HARASSMENT; REPORTING AND INVESTIGATING SEXUAL HARASSMENT CLAIMS

A. Employee Obligations

1. District Government employees are bound by the principles set forth in the Code of Conduct at 6B DCMR §§ 1800.2–1800.4 and are expected to act at all times in a manner reflecting their roles as public servants. Depending on an employee's role in the District Government, the obligations regarding the prevention of sexual harassment may differ. "Employees" for the purpose of this Order include contractors engaged by the District Government performing work on behalf of the District similar to that as its employees, such as at District worksites.

2. All employees are obligated to:

a. Refrain from engaging in behavior that constitutes sexually harassing conduct;

b. Refrain from initiating or conducting a prohibited dating, romantic, or sexual relationship as described in Section IV.A. of this Order;

c. Disclose their own dating, romantic, or sexual relationships with other employees if required in Section IV.D. of this Order;

d. Affirm their agreement to comply with this Order;

e. Complete annual sexual harassment training;

f. Cooperate fully in any inquiry or investigation into an alleged violation of this Order; and

g. Refrain from any behavior that may call into question the impartial and harassment-free provision of services to constituents, agency clients or customers, contractors, or grantees.

3. Supervisors should take particular care to avoid conduct that could lead to allegations of sexual harassment, considering time, place, and situations of interactions with employees.

B. Employee Communication

1. To avail themselves of the procedures and protections of this Order, when a District Government employee finds conduct unwelcome, intimidating, or offensive, they may: (a) tell the person who is engaging in offensive or inappropriate sexual conduct to stop and that such conduct is unwelcome; or (b) ask the employee's supervisor, General Counsel, or Sexual Harassment Officer to advise the person that the conduct is offensive and unwelcome; or (c) proceed immediately to file a complaint of sexual harassment under this Order.

2. Employees and others engaged in intervention are encouraged to document all intervention efforts or requests to cease reported inappropriate sexual conduct, including conversations, texts, or email exchanges.

C. Reporting Allegations of Inappropriate Conduct of a Sexual Nature or Sexual Harassment

1. All District Government employees are encouraged to help ensure that District Government workplaces are free of sexual harassment. Employees who know of incidents of inappropriate conduct of a sexual nature, as well as behavior that may create an intimidating, hostile, or offensive work environment, or who are victims of inappropriate conduct of a sexual nature, should report the inappropriate conduct.

2. Employees may report to the Sexual Harassment Officer ("SHO") of their agency or any other agency, or the supervisor or manager of the employee engaging in inappropriate conduct, to their own supervisor, or to the agency General Counsel. Contractors, grantees, and customers of agencies may report allegations of inappropriate conduct of a sexual nature to the SHO of the relevant agency or any other agency, the relevant agency's General Counsel, the supervisor of the employee who engaged in the alleged inappropriate conduct, or their grant or contract administrator.

3. Allegations of sexual harassment against the Mayor, City Administrator, Mayor's Chief of Staff, Mayor's Senior Advisor, Director of the MOLC, any Deputy Mayor, or any official who directly reports to the Mayor, shall be referred to the Inspector General to determine if the allegation is credible, in which case it shall be referred for independent investigation. Such investigations shall be carried out by an entity outside the District Government and those reports shall be provided to MOLC (or the City Administrator if the allegation is against the Director of the MOLC) and the Inspector General.

D. Agency Responsibilities

1. Sexual Harassment Officers ("SHOs") and Investigations

a. Each Deputy Mayor's Office and each agency shall designate a primary SHO and an alternate SHO and shall update the designations, as needed, on an ongoing basis. Each agency shall provide the names of its SHOs to DCHR, and DCHR shall maintain a current District-wide list of agency SHOs. Further, pursuant to D.C. Official Code § 1-546.01(2), SHOs shall be registered with the Office of Human Rights ("OHR").

b. SHOs shall be trained and qualified to serve. To be qualified to serve as a SHO, individuals must have taken and continue to take annual training provided by DCHR and OHR. SHOs may but are not required to be an agency's Equal Employment Opportunity ("EEO") officer, or human resources manager; they must be competent in EEO laws and be designated by the agency to accept sexual harassment complaints and to review and investigate claims. SHOs need not be attorneys.

c. The primary and alternate SHOs for a smaller agency may be employees of another agency (i.e., the SHO of a larger agency may serve as the SHO for a smaller agency). An agency of any size may also obtain assistance from another agency's SHO in handling a particular investigation, including having another agency's SHO carry out an investigation, where there is a possibility of the appearance of a conflict of interest, or for administrative convenience. For the purposes of this Order, a smaller agency availing itself of this option will still be referred to as the "agency."

d. A person seeking to report a violation of this Order may file with any agency SHO, not solely the SHO at their agency or the agency at which the alleged sexual harassment occurred. Persons filing complaints, however, are not entitled to have the investigation conducted by the person of their choosing.

e. If a complaint is reported to someone other than the SHO, the person receiving the complaint must notify the agency SHO, unless giving notice would raise conflict of interest concerns, in which case the person must notify the agency General Counsel.

f. Unless the complaint is against the agency General Counsel, the SHO shall immediately notify the agency's General Counsel of the complaint, and the General Counsel shall thereafter notify the Mayor's Office of Legal Counsel ("MOLC"). The SHO may consult with the agency's General Counsel, or the General Counsel's designee, for legal guidance on conducting the investigation and shall notify the General Counsel of any issue that may require higher-level support. If the complaint is against the General Counsel, the SHO shall notify the MOLC directly.

g. SHOs should review DCHR's SHO training materials before initiating an investigation. DCHR has training materials on duties to inform the bargaining unit, the right to union representation during investigatory questioning, assessing credibility, unconscious bias, conducting interviews, gathering evidence, protecting confidentiality, preservation of evidence, when to stop an investigation and refer a matter for criminal investigation and more.

h. The primary function of a SHO is to accept complaints alleging violations of this Order and to gather, investigate and review the factual basis of the claim(s). SHOs may corroborate or refute factual allegations; SHOs may provide impressions and evidence regarding the credibility of witnesses. They weigh such evidence and may take into account their impressions of the credibility of witnesses. Ultimately, SHOs make and submit to the appropriate agency Director recommended determinations of whether the allegations are substantiated or are not substantiated. They are not to make legal conclusions about whether sexual harassment occurred.

i. Investigations of allegations of inappropriate conduct of a sexual nature shall be conducted, and the associated investigation report completed, as soon as practicable, within sixty (60) days after the filing of the report of the alleged sexual harassment, absent unusual circumstances.

j. The investigative report shall include a description of the allegations, a description of the SHO's investigation, a description of the evidence adduced by the SHO, and the SHO's recommended determination as to whether the allegations were substantiated. The SHO shall transmit the report to the Director or agency Director's designee and General Counsel of the agency where the alleged harasser is employed.

2. Interim Remedial Actions

a. Pending the completion of the SHO investigation and report, the issuance of the agency report, and the imposition of any disciplinary action, and to protect the rights of the alleged victim as well as the alleged harasser, the agency may take temporary personnel actions that do not result in any adverse employment action to either party.

b. When an agency becomes aware of an allegation of misconduct of a sexual nature, the agency shall notify the alleged harasser of the reported behavior and may demand that the alleged behavior cease immediately and not be repeated.

c. The agency shall take such other remedial steps as it deems appropriate to mitigate the possibility of the alleged harassing conduct continuing.

d. Interim remedial actions are administrative rather than disciplinary and may include, but are not limited to, transfers, reassignment of duty station, changed shifts, duties or reporting requirements, mandatory administrative leave with pay, or other appropriate measures that do not result in reduction of pay, demotion in title or responsibility, or other loss of employee benefits. In general, the agency should avoid moving the alleged victim or changing the alleged victim's shift, or taking similar action affecting the alleged victim, unless the alleged victim requests the action; if the agency takes such an action absent a request from the alleged victim, the agency should make clear to the alleged victim that the action is being taken in pursuit of an effective and prompt stop to any alleged harassment, and not in retaliation for reporting the alleged harassment.

e. Personnel authorities are encouraged to find alternative, reasonably comparable placement during the pendency of an investigation for the accuser or accused in lieu of administrative leave with pay, where possible and if consistent with any collective bargaining agreements.

3. Post-SHO Investigation Agency Actions

a. The agency Director or agency Director's designee may reject a SHO report and return it to the SHO for further investigation, information, documentation, or analysis if the agency Director or designee

considers the report to be incomplete, inadequate, or otherwise unacceptable.

b. If the report is not rejected, the agency Director, or the agency Director's designee, within fourteen (14) days of receiving the SHO's report, shall issue an agency report that accepts, modifies, or rejects the SHO's findings and substantiation recommendations, describes the rationale for any such modifications or rejections, and makes conclusions as to whether the substantiated allegations constitute a violation of this Order. The SHO report shall be included as an attachment to the agency Director or designee's report. The agency Director or designee shall consult with the agency's General Counsel during the preparation of the report regarding relevant legal standards or other legal issues.

c. If the report determines that a violation of this Order has occurred, the report shall be submitted to the agency's human resource officer for appropriate disciplinary action, up to and including termination. The agency shall require that any employee found to have violated this Order whose employment is not terminated must attend mandatory sexual harassment training within sixty (60) days after the issuance of the agency report.

d. The agency must provide the employee and the alleged harasser with a summary written notification of its findings and conclusions (final agency decision) after the sixty (60) day period and shall convey the same to MOLC within five (5) days after it is issued. The notice shall include a description of each allegation and the agency's determination as to whether the allegations were substantiated or were unsubstantiated. Such notice shall not include summaries of witness interviews, credibility determinations, or legal analysis; the notice is a simple recitation of the allegations and the determination as to whether the allegations were substantiated or were unsubstantiated.

e. Any conclusion in the SHO or Director's report that a violation of this Order occurred does not constitute a final legal conclusion that sexual harassment under the D.C. Human Rights Act or federal law occurred. Conversely, a finding that was not substantiated is not a legal conclusion that no violation of the D.C. Human Rights Act or federal law occurred.

f. Consistent with norms regarding the privacy of personnel actions, the complaining party shall not be informed of any disciplinary actions against the alleged harasser.

g. Regardless of whether a complaint has been substantiated, relevant staff, including the General Counsel, are authorized to work together to advise the Director or deciding official as to whether to recommend or implement personnel actions or management procedures to reduce the possibility of reoccurrence of any inappropriate behavior or behavior that poses risks for the District. Any meetings among the General Counsel, human resources staff, and agency management shall endeavor to preserve the confidentiality of the complaint generating the meeting or consultation to the greatest extent possible.

4. Communicating the Order: Orientation, Pledges, Training, and Notifications

a. The personnel authority shall circulate this Order to all new hires during their orientation, shall give each new hire time to read a summary of the Order during orientation, and shall obtain a signed verification that the new employee has read the summary and pledges not to engage in sexual harassment or any other conduct that violates the rules prohibiting sexually harassing behavior, certain dating, romantic, or sexual relationships, and requiring disclosure of certain relationships. Agencies with supplemental orders relating to sexual harassment shall provide those orders, too, to onboarding employees.

b. When individual contractors are working inside an agency in a manner akin to a District Government employee, the agency or the supervising contractor shall obtain signatures from individuals during onboarding orientations affirming their agreement to abide by this Order.

c. New employees shall take a course on sexual harassment as part of the on-boarding process and in no event more than fourteen (14) days after being on-boarded. Agencies shall by December 11, 2023

circulate this Order to all current employees.

d. Agencies shall follow up to provide delivery to difficult-to-reach employees, including employees on leave and work-related travel. Agencies are responsible for confirming that each employee has received this Order by email, verification through Peoplesoft, or return of a signed copy.

e. By December 11, 2023, each agency shall email the names of the agency's primary and alternate SHOs to all its employees and shall send reminders or updates of who the agency's SHOs are at least annually to agency employees.

f. Each agency shall prominently post notices in conspicuous locations accessible and used by a substantial number of agency employees, identifying the agency SHO and Alternate SHO, how to report sexual harassment, and that sexual harassment investigations are to be kept confidential to the greatest possible extent consistent with their investigation and resolution. Agencies shall post the notices no later than thirty (30) days after receipt of the template notice from the Office of Human Rights required by Section V.K. of this Order.

g. Agencies shall take a digital photograph of each posting and transmit it to the SHO program coordinator at DCHR with a description of the location at the time of each posting.

h. Individuals and entities entering into contract or grant agreements with the District Government must affirm that they will abide by the D.C. Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR § 1100 et seq.

i. District agencies drafting contracts and grants shall require such affirmations as part of the contract or grant agreement.

E. Employee Responsibility to Participate in Agency Investigations

1. District Government employees are required to cooperate fully in a SHO or independent investigation of a workplace sexual harassment complaint.

2. If an employee who alleges sexual harassment or is believed to have been the victim of sexual harassment declines to assist and/or participate in the investigation of the allegation, or requests the agency not conduct an investigation, the agency may on its own initiative investigate or refer the matter for investigation.

3. Employees who were not themselves victimized, who, after a direct request by the SHO or other investigator, decline to participate in a sexual harassment investigation, may be subject to disciplinary action.

4. Any consideration of whether to recommend disciplinary action for failure to cooperate in an investigation on the part of an alleged victim requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

F. Discipline for Making False Statements or Representations

1. Making materially false statements, and misrepresentation, falsification or concealment of material facts or records in an investigation of allegations of sexual harassment is conduct warranting disciplinary action, up to and including termination.

2. Consideration of whether to recommend disciplinary action against an employee who is also the alleged victim of sexual harassment requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

G. Discipline after a Finding of Sexual Misconduct or Harassment

The agency shall recommend appropriate disciplinary action, such as described in Section 1607.2(k) of the District Personnel Manual, 6B DCMR § 1607.2(k), up to and including termination of any employee found to have engaged

in sexual misconduct or sexual harassment as defined in Section III of this Order.

H. Rights of the Alleged Harasser

Persons accused of sexual harassment deserve the full protections afforded to them under the law in administrative matters, including, but not limited to, the right to respond to allegations of sexual harassment; to counsel and representation, including a union representative or other representative of their choosing, and including the presumption of innocence, unless and until there is a finding of harassment after an investigation by the agency or where appropriate, OHR. The right to counsel does not include the right to have counsel paid for by the government.

I. DCHR Responsibilities

1. DCHR shall quarterly reach out to all designated primary and alternate SHOs to confirm that they continue to serve in those roles. If DCHR is unable to reach a designated SHO or to confirm that the individual still serves as the agency's primary or alternate SHO, DCHR shall work with the agency to identify a new primary or alternate SHO for the agency. DCHR shall post a list of agency SHOs on its website and update it as necessary.

2. DCHR shall develop reporting forms for disclosure of dating, romantic, and sexual relationships and for applications for waivers of the prohibition on relationships in the chain of command.

3. DCHR shall work with agencies to verify that all employees have completed the annual training on sexual harassment required by Section V.A.1.e. of this Order.

4. DCHR, working with the Office of the Chief Technology Officer, shall create a means through Peoplesoft for employees to acknowledge their receipt of the Order and agreement to comply with its provisions.

5. DCHR, in consultation with OHR, shall review, update, and provide training materials for agency SHOs, including training on investigative techniques.

6. DCHR shall establish qualification standards for SHOs and verify each SHO's qualification to serve as a SHO.

7. DCHR, in consultation with OHR and the Sexual Harassment Task Force, shall create and disseminate training and collateral materials on this Order, the sexual harassment provisions of the D.C. Human Rights Act, and other sexual harassment law and policy, to all agencies under the direct authority of the Mayor and to such independent agencies as may request access to DCHR materials. The training and collateral materials should be tailored to employees in various roles, such as senior officials, managers, attorneys, human resources personnel, and new or existing employees, and should take into account that many District Government employees work primarily in the community and may not have regular access to computer-based training modules.

J. Office of Human Rights (OHR)

1. OHR shall develop training for EEO officers on the standards of the D.C. Human Rights Act, including the changes made by the Human Rights Enhancement Amendment Act of 2022.

2. OHR shall provide consultative services to DCHR and the Sexual Harassment Task Force in creating and disseminating training and collateral materials on this Order, the sexual harassment provisions of the D.C. Human Rights Act, and other sexual harassment law and policy, to all agencies.

3. OHR shall provide a template notice to agencies for agencies to post where the agencies can fill in the name of their SHO and alternate SHO and providing basic information on the prohibition against sexual harassment, how to report, and confidentiality, pursuant to Section V.E.4.d. of this Order.

VI. PROHIBITION AGAINST RETALIATION

A. Retaliation Prohibited

Retaliating against a District Government employee for reporting or filing a claim of sexual harassment, assisting another person in reporting or asserting a claim of sexual harassment, opposing sexual harassment, acting as a witness in a sexual harassment investigation, refusing to follow orders that would result in sexual harassment, intervening to protect others from sexual harassment or advances, or challenging an allegation of sexual harassment, is strictly prohibited. Employees shall not be penalized as a result of their assertion of their rights under the D.C. Human Rights Act or providing truthful information in connection with an investigation (whether on behalf of a complainant or a respondent). Retaliatory behavior may include, but is not limited to, unwarranted reprimands, unfairly downgrading personnel evaluations, transfers to less desirable positions, verbal, or physical abuse, and altered and more inconvenient work schedules. Employees found to have engaged in retaliatory behavior shall be recommended for appropriate disciplinary action, up to and including termination.

B. Process for Alleging Retaliation

Claims of retaliation are generally beyond the scope of the investigatory authority of agency SHOs because SHOs may not be trained in assessing the legality or validity of managerial decisions such as evaluations and assignments and investigations into retaliation would be difficult to conduct in the rapid timeframe set forth in this Order. Employees who believe they have been retaliated against must file a complaint with an EEO Counselor within one hundred and eighty (180) days of the alleged retaliation and subsequently file a complaint with OHR within fifteen (15) days of receipt of the Exit Letter if the employee is not satisfied with the outcome of EEO counseling.

VII. LIMITS

Lodging a complaint regarding sexual harassment does not shield an employee from all discipline or discharge. Agencies may discipline or separate a complainant if the agency is motivated by non-retaliatory and non-discriminatory reasons that would otherwise result in such discipline or separation.

VIII. CONFIDENTIALITY

A. Protecting confidentiality is critical to encouraging victims of sexual harassment to come forth and share their stories. It encourages witness cooperation and protects the reputations of those involved. For those reasons, SHO investigations should be kept confidential.

B. Confidentiality is not absolute. SHOs must disclose information to the alleged harasser for the alleged harasser to have a full and fair opportunity to respond. SHOs may have to disclose information to witnesses to gather more information from them. SHOs must keep agency General Counsels updated for reporting purposes and for investigation support purposes. SHOs also may have to disclose criminal conduct or threats to law enforcement. SHOs should not make pledges of total confidentiality.

C. Investigative reports are confidential, highly private, and deliberative and shall not be released without a court order. Neither the complainant nor the alleged harasser shall be provided with a copy of the investigative report.

D. SHOs, the agency, and MOLC shall take all reasonable steps to ensure that no information contained in the complaint file is disseminated except in furtherance of the investigation; for entry into E-risk or another risk management system; to assist in resolution of the allegations; as necessary for execution of any consequences stemming from the investigation; when lawfully released; or when required by court order.

IX. TIMELY FILING AND STATUTE OF LIMITATIONS

Complaints of sexual harassment shall be reported as promptly as possible. Agencies should investigate alleged acts of sexual harassment beyond the legal statute of limitations, or deadlines otherwise provided by regulation or collective bargaining agreement, taking into consideration the sensitive nature of the alleged offense, the pressure the complainant may have felt not to report the conduct, when the victim became aware of behavior that was not immediately apparent, or a pattern of harassing behavior that developed over time. Some remedies or sanctions may be unavailable due to delays in filing, but even delayed investigations may yield information to the agency in its ongoing efforts to prevent and remediate sexual harassment or may add to the credibility of similar, future allegations should a pattern emerge of allegations against a particular person or practice.

X. RECORDS

A. Agencies shall maintain records of complaints and investigations conducted for three (3) years from the date of the complaint.

B. For each fiscal year, each agency shall track how many complaints of sexual harassment were made by the agency's employees; were made about its agency employees by customers/clients of the agency; grantees or contractors of the agency, and how many complaints were made of sexual harassment of the agency's employees by customers/clients, grantees or contractors, or members of the public during the agency's duties.

C. In addition to the number of complaints, agencies shall track how many matters were investigated; were resolved by mediation; were substantiated; were deemed unsubstantiated; resulted in administrative or disciplinary action against one or more individuals determined to have violated this Order or sexually harassed the complainant; have resulted in legal action; have resulted in a settlement (including the amount of any financial settlement); and how many are pending. Pursuant to the Sexual Harassment Data Collection Act, annual fiscal year data required to be produced under D.C. Official Code § 1-546.02 shall be transmitted to the Office of Human Rights on or before October 15 of each year.

D. Centralized reporting, however, should be ongoing, and agencies are directed to submit such interim, monthly, or quarterly reports as may be requested by DCHR, the MOLC, OHR, or the Sexual Harassment Task Force, and to enter incidents into E-Risk as directed.

E. Any warnings to an employee(s) to halt a particular type of behavior – whether generally or as to a particular employee(s) – shall be recorded and transmitted to the agency's human resource office and to the Mayor's Office of Legal Counsel. In the context of addressing complaints of sexual harassment, any other interventions made for an employee, customer/client, grantee or contractor shall also be recorded, whether or not they arose from an informal counseling session, a complaint of sexual harassment, a complaint regarding behavior in a dating, romantic, or sexual relationship, anonymous report, or any other means.

XI. CONCURRENT REMEDIES AND JURISDICTION

A. Non-Exclusivity of Remedies

This policy is intended to supplement or be an alternative to other processes that allow persons to complain of sexual harassment. The procedures established by this Order are separate and distinct from other options persons with grievances relating to sexual harassment may have, through the Office of Human Rights, the Equal Employment Opportunity Commission, any grievance procedure available under their collective bargaining agreement, ethics complaint and investigation processes administered by the Board of Ethics and Government Accountability, or any other statutory or regulatory complaint process. Filing a complaint under this Order does not stay or delay any filing deadlines in any other forum.

B. Filing a Formal Complaint with the Office of Human Rights

In addition to pursuing action within the agency, an alleged victim of sexual harassment, or a person acting on the victim's behalf with or without the victim's consent, may report a sexual harassment claim within one year of the alleged harassment or its discovery to OHR using its Intake Questionnaire Form. EEO counseling is not required prior to the filing of a complaint with OHR.

C. Filing a Complaint with the Equal Employment Opportunity Commission

Some complaints may fall within the jurisdiction of the federal Equal Employment Opportunity Commission.

D. Relationship and Remedies under Negotiated Grievance Claims

Filing a report or complaint under this policy does not satisfy the requirements for filing a negotiated grievance and obtaining remedies under a collective bargaining agreement, nor does the complaint under this Order delay the

time limits for initiating such a procedure. To pursue a negotiated grievance claim, the employee should file a grievance in accordance with the provisions of the applicable collective bargaining agreement.

E. Criminal Remedies and Referrals

1. Where there is an allegation of criminal misconduct, including for example, sexual assault, kidnapping, stalking, or a threat to do bodily harm, the agency may, after consulting its General Counsel, place the victim and/or the alleged harasser on administrative leave with pay pending final administrative resolution of the complaint or any criminal proceeding.

2. The complainant at his or her choice may report the alleged criminal violation to a law enforcement agency, including the Metropolitan Police Department ("MPD"). Where a criminal violation occurred, the agency shall recommend discipline of the perpetrator up to, and including, termination.

3. While it is generally the alleged victim's decision to report sexual harassment offenses for possible criminal prosecution, if during an investigation the agency uncovers evidence of ongoing crimes (such as sexual extortion of beneficiaries of government services) or criminal activity collateral to or extending beyond the reported allegations of sexual harassment, such as gun-related offenses, the agency shall notify law enforcement.

F. Crime Victim Hotline

The agency shall also remind complainants of sexual assault or other possible crimes of the existence of the DC Victim Hotline. The hotline, 1-844-443-5732, is available 24/7 by telephone, text, or online chat to seamlessly connect victims of crime to free resources to help them navigate the physical, financial, legal, and emotional repercussions of crime. Through the hotline, victims may be matched with an advocate who can help them decide whether to pursue a matter through the criminal justice process.

G. Courts of Law

This Mayor's Order is directed towards preventing and remedying sexual harassment in District Government operations and it does not preclude complainants from obtaining counsel and pursuing any remedies they may have in courts of law. The options discussed in this Order do not constitute legal advice; deadlines for filing, procedures, and substantive offenses or remedies may change over time.

XII. APPLICABILITY OF PERSONNEL RULES

Any proposed personnel action instituted under this Order is subject to the regulations set forth in the District of Columbia Personnel Manual at Title 6B of the District of Columbia Municipal Regulations.

XIII. SEXUAL HARASSMENT TASK FORCE

A. There is hereby established the Sexual Harassment Task Force as an internal task force comprised of representatives of the Office of Human Rights, the Mayor's Office of General Counsel, the Department of Human Resources, the Assistant City Administrator, and the Mayor's Office of Legal Counsel, as designated by the head of each office, and such other individuals as these members may invite to serve as additional members of the task force. The task force shall meet from time to time to develop and advise on trainings, make recommendations about needed policies, review draft regulations, and otherwise take action or recommend measures to fulfill the intent of this Order: including to reduce the incidence of sexual harassment, train employees on what to do when faced with inappropriate workplace conduct, including harassment, and provide additional, effective procedures for addressing inappropriate conduct of a sexual nature. The task force may invite experts and other individuals to participate in the meetings and deliberations of the task force.

B. The Sexual Harassment Task Force shall, no later than May 1, 2024, make recommendations in the following areas and shall provide such recommendations to the appropriate agencies with authority to carry out the

recommendations or make final decisions regarding them. The recommendations need not be in the form of a report and may remain deliberative discussion items until finalized and accepted:

1. Communications to District Government employees about the District's sexual harassment policies;

2. Updates to required trainings for SHOs and agency General Counsels;

3. Recommendations for building a workplace free from sexual harassment;

4. Any recommended adjustments to prohibitions and disclosures regarding dating, romantic, and sexual relationships; and

5. The performance and progress by the agencies named in this Order in completing the responsibilities assigned to them.

XIV. SUPERSESSION

This Order supersedes Mayor's Order 2017-313 and any other provision of a previous Mayor's Order or practice pursuant to that Mayor's Order, to the extent of any inconsistency.

XV. EFFECTIVE DATE: This Order shall become effective November 10, 2023.

_____

MURIEL BOWSER

MAYOR

ATTEST: _____

KIMBERLY A. BASSETT

SECRETARY OF STATE OF THE DISTRICT OF COLUMBIA

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Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director	CG	10/9/2025
2. Chris Earley, Deputy Director	CEE	10/8/25
3. Julia Wiley, General Counsel	JW	10/6/25
4. Bill Winston, Associate Director of Community Services	WW	9/30/2025
5. Ernest Merchant, Program Analyst	EM	9/25/25
6.		

SUBJECT: HOUSING COUNSELING SERVICES, INC. - Housing Services

Director's Comments:

Action

APPROVAL	CIRCULATE	CORRECTION	FILE	FYI	INVITATION	MEETING	SIGNATURE
☒	☐	☐	☐	☐	☐	☐	☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Housing Counseling Services, Inc.- NBAP FY26 Housing Services $3,000,000.00

Grant 2025-04

Originating Office

FROM: E. Merchant	TELEPHONE NUMBER:
DATE: 9/25/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE:

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

OFFICE OF THE DIRECTOR
OCT 9 '25 AM9:12

REV 1.0 10/25/23

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

OCT 0 9 2025

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Ernest Merchant
Program Analyst

Date: September 25, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Housing Counseling Services, Inc.**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$3,000,000.00**
ATTACHMENTS:	**FY25 Grant Agreement #2025-04** **FY26 Grant Modification #2025-04** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-04
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

MODIFICATION OF GRANT AGREEMENT
BY AND BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
AND
HOUSING COUNSELING SERVICES INC.

This Modification of Grant Agreement (the **"Modification"**) is entered into as of the 9 day of October 2025, (**"Effective Date"**), by and between the **District of Columbia**, a municipal corporation (hereinafter sometimes referred to as the **"District"**), acting by and through the District of Columbia Department of Housing and Community Development (hereinafter referred to as the **"Grantor"** or **"DHCD"**), and **Housing Counseling Services Inc.** [Entity Identifier NA6MQB4FM3C1], a non-profit corporation organized and existing under the laws of the District of Columbia, (hereinafter sometimes referred to as the **"Grantee"**) with its principal place of business at 2410 17th St NW Ste 100, Washington, DC 20009. The Grantor and Grantee shall be together referred to as the "Parties."

RECITALS:

1. DHCD, with offices at 1909 Martin Luther King, Jr. Avenue, SE, Washington, DC, 20020, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program pursuant to the District of Columbia Community Development Act of 1975 (D.C. Official Code § 6-1001 *et seq.*) and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Parties entered into a Grant Agreement (DHCD Contract No. 2025-04) **("Grant Agreement or "Agreement")** effective on February 1, 2025, that memorialized a funding award to Grantee derived from the District's Community Development Block Grant Program ("CDBG") Grant allocation for the purpose of providing a range of HUD housing counseling services that benefit low and moderate-income persons in the District of Columbia for the period from February 1, 2025 through December 31, 2025. (**"Grant Term"**). The Grant Agreement is attached hereto as ***Exhibit A*** and incorporated herein.

3. Section III.C. of the Grant Agreement included an erroneous statement regarding immigration status of Grant services beneficiaries.

4. Pursuant to Section XXII. of the Agreement, the Parties desire to amend the Agreement to correct that erroneous statement and for other purposes.

NOW, THEREFORE, in consideration of the mutual agreements of the Parties set forth herein, the Parties hereby agree as follows:

1. The above recitals are hereby incorporated and made a part of this Amendment.

2. Capitalized terms used in this Amendment that are not defined herein shall have the meanings given to such terms in the Grant Agreement.

3. **Section III. Grant Award Subsection C. Paragraph 1**
The second sentence, to include footnote 5 for a Housing Counseling Services Grant or footnote 7 for a Small Business Services Grant is deleted. **This change is retroactive to the Grant Effective Date.**

4. **Section IV. Grant Term and Periods of Performance**
The Grant term and Periods of Performance are revised. The text in the first paragraph of Section IV. is deleted and replaced with the following text:

*The term of this Agreement shall commence on the Effective Date and continue through September 30, 2026 (**"Grant Term"** or **"Term"**). There are two Performance Periods during this Term. The first Performance Period begins on the Effective Date and ends on September 30, 2025. The second Performance Period begins on October 1, 2025, and ends on September 30, 2026.*

5. **Section III. Grant Award** is amended to add a new subsection B. to read as follows:

*B. The Grant Award is amended to authorize a budget for Grant services to be provided during the Performance Period that begins October 1, 2025, and ends on September 30, 2026. (**"FY 2026 or FY 26"**). Total Grant authority in FY 26 shall not exceed **Three Million Dollars and No Cents [$3,000,000.]**.*

The FY 2026 Grant funding is allocated as follows:

Sources and Uses of Funds:

Public Service ("PS") [CDBG EN]	*$1,529,568.*
Non-Public Service ("NPS") [CDBG EN]	*$ 470,432.*
NRSAs Ward 7 and Ward 8 [CDBG EN]	*$1,000,000.*
TOTAL CDBG [EN]	*$3,000,000.*
TOTAL AWARD [All Sources]	*$3,000,000.*

Notwithstanding the designated source of funds, the Grantor reserves the right to provide funding from another source(s). In all cases, applicable Federal and District laws and regulations shall apply regardless of the source.

The FY 26 funds will be used to fund a range of services which HUD has defined as (insert one of the following)

- ***Housing Counseling Services: Public Services and Non-Public Services provided by a HUD Approved Counseling Agency ("HCA").***

The specific Grant activities are described in ***Exhibit B*** *attached hereto, which includes:*
(a) the Statement of Work,
(b) The Grantor approved Workplan

(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as ***Exhibit C****. and incorporated herein. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.*

6. The Parties agree that this Modification does not otherwise affect or impair their obligations under the Grant Agreement, and all terms, conditions and obligations of the Grant Agreement, not amended herein, shall continue in full force and effect as prescribed in the Grant Agreement.

7. This Modification shall be binding upon and inure to the benefit of the Parties to this Agreement and to their successors and assigns and continue so long as the Grant Agreement is effective.

8. Grantor and Grantee agree that if any of the terms and conditions contained herein shall contradict any of the terms and conditions in the Grant Agreement, the terms and conditions contained herein shall prevail.

IN WITNESS WHEREOF, the Parties have executed this Modification by and through their duly constituted and authorized officers and agents on the day and year first hereinabove written.

[Signature pages follow]

GRANTOR SIGNATURE PAGE

DISTRICT OF COLUMBIA, a municipal corporation acting by and through the Department of Housing and Community Development

By: _____
Colleen Green
Director

10/9/2025
Date

Legal Review:

By: Julia H Wiley
Office of the General Counsel
Department of Housing
and Community Development

Date: 10/6/25

GRANTEE SIGNATURE PAGE

HOUSING COUNSELING SERVICES INC.
a District of Columbia nonprofit corporation

By: _____
Marian Siegel
Executive Director

10/9/25
_____
Date

DHCD Contract No. 2025-04
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

GRANTEE SIGNATURE PAGE

HOUSING COUNSELING SERVICES INC.
a District of Columbia nonprofit corporation

By: _____
Marian Siegel
Executive Director

_____
Date

DHCD Contract No. 2025-04
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT A

FY 2025 Grant Agreement

DHCD Contract No. 2025-04
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT B

FY 2026 Statement of Work
and
Workplan

DHCD Contract No. 2025-04
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT C

FY 2026 Budget

Applicant's Name: Housing Counseling Services Inc.
RFA FY25

Services to be provided in FY26

The Grantee is funded to provide the service(s) identified herein *(see below)*. Services are to be provided by the Grantee in accordance with the description, conditions and procedures identified in Section 3.2 of the RFA FY25 for Housing Services (incorporated herein by reference); provided however, DHCD may alter descriptions, conditions and procedures at any time.

Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program
A6: Income Certification for the PADD Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B12: Legal Services for Seniors and/or Coop & Condo Associations
B13: Technical Assistance for Coop and Condo Associations
B14: Technical Assistance for Owners of Small Rental Properties

CATEGORY C: TENANTS AND TENANT GROUPS
C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

FY25 Housing Counseling Services Workplan

Organization Name:	Housing Counseling Services
Grant Number:	2025.04

Performance Period: 10/1/2025 9/30/2026

RFA Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	NRSA Ward 7 & 8 All Services	Total
A1	HUD Housing Counseling	30	Number of First Time Homebuyers Purchasing Homes					
A1		400	Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		800	Number of 1:1 Counseling Sessions (Budget & Credit)	Public Service or NRSA	$125,000.00	$0.00	$50,000.00	$175,000.00
A1		400	Number of unduplicated households					
A1		600	Number of 1:1 Homebuyer Counseling Sessions					
A1		600	Number of unduplicated households					
A2	8-Hour Homebuyer Class	14	Number of 8-hour Homebuyer Educations Classes					
A2		700	Number of Attendees of 8-hour Homebuyer Classes	Public Service or NRSA	$55,000.00	$0.00	$0.00	$55,000.00
A2		700	Number of DHCD Certificates issued					
A3	HPAP (SEAHP/REAHP) (HPS ONLY)	64	Number of HPAP Pre Purchase Orientations conducted					
A3		600	Number of Attendees at HPAP Orientations					
A3		60	Number of Files submitted to HPAP Administraters	Non-Public Service or NRSA	$0.00	$470,432.00	$0.00	$470,432.00
A3		360	Number of 1:1 HPAP Counseling Sessions					
A3		600	Number of unduplicated households					
A4	IZ/ADU Orientations	52	Number of IZ Orientations Conducted					
A4		900	Number of Attendees at IZ Orientations	Public Service or NRSA	$118,000.00	$0.00	$25,000.00	$143,000.00
A4		900	Number of DHCD Certificates issued					
A5	IZ/ADU Income Certifications	575	Number of IZ/ADU Income Certifications completed	Public Service or NRSA	$479,230.00	$0.00	$0.00	$479,230.00
A5	PADD	0	Number of PADD group training/coaching					
A6		0	Number of Attendees at PADD group training					
A6		0	Number of 1:1 PADD sessions (if applicable)	Public Service or NRSA	$29,000.00	$0.00	$0.00	$29,000.00
A6		0	Number of unduplicated households receiving 1:1 PADD sessions					
A6		12	Number of PADD Income Certifications					
A7	General Housing Services & Information (Group Training)	16	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)					
A7		80	Number of Attendees at Financial Literacy Trainings					
A7		0	Number of Homebuyer Clubs Meetings	Public Service or NRSA	$24,000.00	$0.00	$75,000.00	$99,000.00
A7		0	Total of Attendees at Homebuyer Club Meetings					
A7		6	Number of group trainings or workshops not reported in other categories					
A7		30	Number of Attendes at group trainings or workshops not reported in other categories					
B10	Eviction Counseling	14	Number of Eviction workshops					
B10		80	Number of Attendees at Eviction workshops					
B10		350	1:1 Eviction Counseling					
B10		100	Unduplicated households 1:1 eviction Counseling	Public Service or NRSA	$150,000.00	$0.00	$180,000.00	$330,000.00
B10		25	Number referred to Attorney(s) for Legal Services					
B10		0	Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)					
B10		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only					
B10		300	Number Evictions Prevented					
B11	SFRP	12	Number of SFRP Orientations conducted (required)					
B11		16	Number of 1:1 Intake sessions	Public Service or NRSA	$25,000.00	$0.00	$40,000.00	$65,000.00
B11		20	Number of unduplicated households					
B11		6	Number of complete applications submitted in SFRRP Portal					
B12	Legal Services for Seniors, Coops and Condos (Law Firm Subrecepients Only)	0	Senior households receiving legal services					
B12		0	Coop Associations receiving legal services					
B12		0	Condo Associations receiving legal services					
B12		0	Number of Pro Bono Legal Services Recruited and Retained					
B12		0	Number of Trainings for Law Firms (Trainings)					
B12		0	Number of Attendees at trainings for Law Firms (Attendees)					
B12		0	Number of new partnerships initiated					
B12		0	Total Number of Trainings to and work with Pro Bono Provided	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
B12		0	Number of outreach presentations conducted					
B12		0	Number of outreach activities conducted					
B12		0	Number of Senior Households that received Legal Counsel or Consultation					
B12		0	Number of Senior households that received Legal Representation					
B12		0	# of clients helped with Schedule H					
B12		0	# of clients helped with life planning docs					
B12		0	# pro bono attorneys engaged in housing-related matters					
B12		0	# veterans receiving legal counsel/advice					
B13	Technical Assistance for Co-Ops and Condo Associations	28	Number of Co-Op Associations receiving Technical Assistance					
B13	Coops	0	Number of Action Plans written for Co-Op Associations					
B13	Coops	15	Number of Successful Outcomes for Co-Op Associations					
B13	Coops	10	Number of Asset Management Improvement Services Provided for Co-Op					
B13	Coops	5	Number of Asset Management Tactical Support Services Provided to Co-Op					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Legal Assistant Services provided to Distressed Co-Op Associations					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Organization Sustainability Tactical Support Services Provided to Co-Ops					
B13	Coops	0	Number of Ownership Educations Sessions provided to different ownership models including shared equ					
B13	Coops	0	Number of Relocation Plans completed and accepted for Co-Ops					
B13	Coops	0	Numbers of Trainings on Board Operations Governance & Management to Co-ops					
B13	Coops	0	Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Ass					
B13	Coops	0	Number of written Asset Management & Sustainability Plans for Co-Ops	Public Service or NRSA	$35,000.00	$0.00	$65,000.00	$100,000.00
B13	Condos	12	Number of Condo Associations receiving Technical Assistance					
B13	Condos	0	Number of Action Plans written for Condo Associations					
B13	Condos	10	Number of Successful Outcomes for Condo Associations					
B13	Condos	6	Number of Asset Management Improvement Services Provided for Condo					
B13	Condos	0	Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies comp					
B13	Condos	0	Number of Asset Management Tactical Support Services Provided to Condo					
B13	Condos	0	Number of Legal Assistant Services provided to Distressed Condo Associations					
B13	Condos	0	Number of Consultative Services Provided to Condo Associations and Clients					
B13	Condos	0	Number of Organization Sustainability Tactical Support Services Provided to Condo Associations					
B13	Condos	0	Number of Relocation Plans completed and accepted for Condo Associations					
B13	Condos	0	Numbers of Trainings on Board Operations Governance & Management to condo associations					
B13	Condos	0	Number of written Asset Management & Sustainability Plans for Condo Associations					
B13	Coops and Condos	0	Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies comp					
B13	Coops and Condos	0	Number of Associations (Coops and Condos) referred to private/nonprofit Law Firm					
B13	Coops and Condos	0	Number of Trainings on Development including Relocation and Construction Management					
B14	Technical Assistance for Small Apartment Owners (25 units and less)	0	Number of Inquiries Received					
B14		0	Number of Owners/Managers receiving Services	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
B14		0	Number of Action Plans Written					
B14		0	Number of Action Plans Implemented/Completed					
B14		0	Number of Owners/Managers needing Asset Management Guidance					
B8	General Home Management (Post Purchase Non-Delinquent)	0	Number of Homeownership Preservation Workshops					
B8		0	Number of Attendees at Homeownership Preservation Workshops					
B8		0	Number of Post-Purchase Workshops (not including Homeownership Preservation)	Public Service or NRSA	$28,000.00	$0.00	$30,000.00	$58,000.00
B8		0	Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)					
B8		50	Number of 1:1 Post-Purchase Counseling Sessions					
B8		25	Number of Unduplicated households participating in 1:1 Post-Purchase Counseling Sessions					
B9	Foreclosure Counseling	5	Number of Foreclosure Workshops					
B9		8	Number of Attendees at Foreclosure Workshops					
B9		1680	Number of 1:1 Foreclosure Counseling Sessions					
B9		550	Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions	Public Service or NRSA	$80,000.00	$0.00	$0.00	$80,000.00
B9		0	Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)					
B9		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only					
B9		0	Number referred to Attorney(s) for Legal Services					
B9		0	Number of Foreclosures Prevented					
C15	TOPA Pre-Purchase Counseling & Training	150	Number of TOPA Meetings with Tenant Association					
C15		1500	Number of Attendees at TOPA Meetings	Public Service or NRSA	$125,000.00	$0.00	$310,000.00	$435,000.00
C15		30	Number of TOPA Training Workshops to Tenants					
C15		200	Number of Attendees at TOPA Training Workshops					
C16	TOPA Post-Purchase Counseling & Training	20	Number of TOPA Post Purchase Training Workshops					
C16		200	Number of Attendees at TOPA Post Purchase Workshops	Public Service or NRSA	$124,568.00	$0.00	$44,910.00	$169,478.00
C16		150	Number of unduplicated households					
C16		0	Number of one on one counseling sessions					
C16		0	Number of group training/coaching					
C17	Tenant Counseling for HRA - Rental Accomodation Division	150	Number of unduplicated households					
C17		70	Number of one on one counseling sessions	Public Service or NRSA	$65,000.00	$0.00	$120,090.00	$185,090.00
C17		50	Number of group training/coaching					
C17		500	Number of Attendees at group training/coaching					
Marketing	MARKETING AND OUTREACH	12	Housing Fairs					
Marketing		15	Other Tabling Events					
Marketing		10000	Flyers Distributed					
Marketing		200	Social Media Posts (Facebook, LinkedIn, Instagram)	Public Service or NRSA	$66,770.00	$0.00	$60,000.00	$126,770.00
Marketing		25000	Mailings					
Marketing		0	Paid Advertising (display ads in print)					
Marketing		0	Other					
Marketing		0	Other					
	TOTALS	40859			$1,529,568.00	$470,432.00	$1,000,000.00	$3,000,000.00

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	10/1/2025 - 9/30/2026
FISCAL YEAR:	FY 2026
TARGET SERVICE AREA (if applicable):	COMMUNITY BASED
WARD (if applicable):	
TYPE OF ACTIVITY:	Housing Counseling

Instructions: *Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$ 2,463,764.00	$ -	$ 2,463,764.00
Consultants	$ 10,000.00	$ -	$ 10,000.00
Space	$ 153,671.00	$ -	$ 153,671.00
Utilities	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Consumables	$ -	$ -	$ -
Marketing & Outreach	$ -	$ -	$ -
Training	$ 1,500.00	$ -	$ 1,500.00
IT Services & Support	$ -	$ -	$ -
Travel	$ 1,500.00	$ -	$ 1,500.00
Equipment	$ -	$ -	$ -
	$ -	$ -	$ -
Total Direct Cost	$ 2,630,435.00	$ -	$ 2,630,435.00
Total Indirect Costs (De Minimis Cost Rate 11.59%)	$ 369,565.00	$ -	$ 369,565.00
Total Costs	$ 3,000,000.00	$ -	$ 3,000,000.00

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)

NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2026
PERIOD SERVICE DATES:	10/01/2025 to 9/30/2026
TYPE OF ACTIVITY:	Housing Counseling

Instructions: *Please add number of rows for this portion of your budget as needed.*

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
Sr Program Director	CHENG	$ 141,000	$ 77.47	10%	12	$ 14,112.00
Program Director	CLARKSON	$ 101,000	$ 55.49	45%	12	$ 45,456.00
Counselor	ALDANA	$ 78,000	$ 42.86	97%	12	$ 75,668.00
Sr. Counselor	CAMILO	$ 85,000	$ 46.70	97%	12	$ 82,459.00
Program Director	HAMILTON	$ 106,000	$ 58.24	97%	12	$ 102,816.00
Coordinator	KNOTT	$ 97,000	$ 53.30	95%	12	$ 92,154.00
Counselor	ORELLANA	$ 85,000	$ 46.70	97%	12	$ 82,459.00
Program Manager	SALMERON	$ 95,000	$ 52.20	97%	12	$ 92,155.00
Program Director	KING-AGUILAR	$ 106,000	$ 58.24	10%	12	$ 10,596.00
Intake Specialist	ORTEGA	$ 67,000	$ 36.81	10%	12	$ 6,696.00
Eligibility Specialist	BLANCO-GUZMAN	$ 69,000	$ 37.91	100%	12	$ 69,000.00
Manager	CATTERTON-A	$ 104,000	$ 57.14	100%	12	$ 104,004.00
Eligibility Specialist	FLORES-S	$ 63,000	$ 34.62	100%	12	$ 63,000.00
Eligibility Specialist	HERNANDEZ-y	$ 72,000	$ 39.56	100%	12	$ 72,000.00
Eligibility Specialist	PAIZ	$ 66,000	$ 36.26	100%	12	$ 66,000.00
Eligibility Specialist	SASU-C	$ 76,000	$ 41.76	100%	12	$ 75,996.00
Program Director	TINSLEY	$ 110,000	$ 60.44	100%	12	$ 110,004.00
Tenant Services Specialist	ACKERMAN	$ 70,000	$ 38.46	97%	12	$ 67,896.00
Program Director	BALLANTYNE	$ 123,000	$ 67.58	97%	12	$ 119,316.00
Tenant Services Specialist	CANCHESTER	$ 70,000	$ 38.46	100%	12	$ 69,996.00
Program Director	HENNESSY	$ 105,000	$ 57.69	97%	12	$ 101,856.00
Tenant Services Specialist	JONES	$ 67,000	$ 36.81	100%	12	$ 66,996.00
Tenant Services Specialist	PAUL	$ 71,000	$ 39.01	100%	12	$ 71,004.00
Tenant Services Specialist	RIVERA	$ 71,000	$ 39.01	100%	12	$ 71,004.00
Trainer	ADAMS	$ 67,000	$ 36.81	96%	12	$ 64,488.00
Program Director	BERMUDEZ-O	$ 115,000	$ 63.19	97%	12	$ 111,552.00
Trainer	CACERES	$ 68,000	$ 37.36	98%	12	$ 66,372.00
Coordinator	TESFAYE	$ 80,000	$ 43.96	98%	12	$ 78,081.00
Personnel Subtotals		$2,428,000.00				$ 2,053,136.00

Fringe Benefits (Max 20%)	$ 410,628.00
Total NBAP Grant Personnel Costs	$ 2,463,764.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	10/1/2025 - 9/30/2026
FISCAL YEAR:	FY 2026
TARGET SERVICE AREA (if applicable):	PUBLIC SERVICES
WARD (if applicable):	
TYPE OF ACTIVITY:	Housing Counseling

Instructions: *Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$ 1,250,645.00	$ -	$ 1,250,645.00
Consultants	$ 10,000.00	$ -	$ 10,000.00
Space	$ 78,326.00	$ -	$ 78,326.00
Utilities	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Consumables	$ -	$ -	$ -
Marketing & Outreach	$ -	$ -	$ -
Training	$ 1,500.00	$ -	$ 1,500.00
IT Services & Support	$ -	$ -	$ -
Travel	$ 1,500.00	$ -	$ 1,500.00
Equipment	$ -	$ -	$ -
	$ -	$ -	$ -
Total Direct Cost	$ 1,341,971.00	$ -	$ 1,341,971.00
Total Indirect Costs (De Minimis Cost Rate 15%)	$ 187,597.00	$ -	$ 187,597.00
Total Costs	$ 1,529,568.00	$ -	$ 1,529,568.00

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)

NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2026
PERIOD SERVICE DATES:	10/01/2025 to 9/30/2026
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
Sr Program Director	CHENG	$ 141,000	$ 77.47	2%	12	$ 3,233.00
Program Director	CLARKSON	$ 101,000	$ 55.49	9%	12	$ 9,096.00
Counselor	ALDANA	$ 78,000	$ 42.86	0%	12	$ -
Sr. Counselor	CAMILO	$ 85,000	$ 46.70	0%	12	$ -
Program Director	HAMILTON	$ 106,000	$ 58.24	0%	12	$ -
Coordinator	KNOTT	$ 97,000	$ 53.30	0%	12	$ -
Counselor	ORELLANA	$ 85,000	$ 46.70	0%	12	$ -
Program Manager	SALMERON	$ 95,000	$ 52.20	0%	12	$ -
Program Director	KING-AGUILAR	$ 106,000	$ 58.24	5%	12	$ 5,724.00
Intake Specialist	ORTEGA	$ 67,000	$ 36.81	5%	12	$ 3,612.00
Eligibility Specialist	BLANCO-GUZMAN	$ 69,000	$ 37.91	100%	12	$ 69,000.00
Manager	CATTERTON-A	$ 104,000	$ 57.14	100%	12	$ 104,004.00
Eligibility Specialist	FLORES-S	$ 63,000	$ 34.62	100%	12	$ 63,000.00
Eligibility Specialist	HERNANDEZ-y	$ 72,000	$ 39.56	100%	12	$ 72,000.00
Eligibility Specialist	PAIZ	$ 66,000	$ 36.26	100%	12	$ 66,000.00
Eligibility Specialist	SASU-C	$ 76,000	$ 41.76	100%	12	$ 75,996.00
Program Director	TINSLEY	$ 110,000	$ 60.44	60%	12	$ 66,000.00
Tenant Services Specialist	ACKERMAN	$ 70,000	$ 38.46	63%	12	$ 44,136.00
Program Director	BALLANTYNE	$ 123,000	$ 67.58	58%	12	$ 71,592.00
Tenant Services Specialist	CANCHESTER	$ 70,000	$ 38.46	65%	12	$ 45,492.00
Program Director	HENNESSY	$ 105,000	$ 57.69	62%	12	$ 64,932.00
Tenant Services Specialist	JONES	$ 67,000	$ 36.81	65%	12	$ 43,548.00
Tenant Services Specialist	PAUL	$ 71,000	$ 39.01	65%	12	$ 46,152.00
Tenant Services Specialist	RIVERA	$ 71,000	$ 39.01	63%	12	$ 44,968.00
Trainer	ADAMS	$ 67,000	$ 36.81	48%	12	$ 32,244.00
Program Director	BERMUDEZ-O	$ 115,000	$ 63.19	34%	12	$ 39,048.00
Trainer	CACERES	$ 68,000	$ 37.36	49%	12	$ 33,186.00
Coordinator	TESFAYE	$ 80,000	$ 43.96	49%	12	$ 39,241.00
Personnel Subtotals		$ 2,428,000.00				$ 1,042,204.00

Fringe Benefits (Max 20%)	$ 208,441.00
Total NBAP Grant Personnel Costs	$ 1,250,645.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	10/1/2025 - 9/30/2026
FISCAL YEAR:	FY 2026
TARGET SERVICE AREA (if applicable):	NON PUBLIC SERVICES
WARD (if applicable):	
TYPE OF ACTIVITY:	Housing Counseling

Instructions: *Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$ 387,635.00	$ -	$ 387,635.00
Consultants	$ -	$ -	$ -
Space	$ 24,652.00	$ -	$ 24,652.00
Utilities	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Consumables	$ -	$ -	$ -
Marketing & Outreach	$ -	$ -	$ -
Training	$ -	$ -	$ -
IT Services & Support	$ -	$ -	$ -
Travel	$ -	$ -	$ -
Equipment	$ -	$ -	$ -
	$ -	$ -	$ -
Total Direct Cost	$ 412,287.00	$ -	$ 412,287.00
Total Indirect Costs (De Minimis Cost Rate 15%)	$ 58,145.00	$ -	$ 58,145.00
Total Costs	$ 470,432.00	$ -	$ 470,432.00

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)

NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2026
PERIOD SERVICE DATES:	10/01/2025 to 9/30/2026
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
Sr Program Director	CHENG	$ 141,000	$ 77.47	5%	12	$ 7,056.00
Program Director	CLARKSON	$ 101,000	$ 55.49	23%	12	$ 22,728.00
Counselor	ALDANA	$ 78,000	$ 42.86	52%	12	$ 40,356.00
Sr. Counselor	CAMILO	$ 85,000	$ 46.70	53%	12	$ 44,667.00
Program Director	HAMILTON	$ 106,000	$ 58.24	53%	12	$ 55,693.00
Coordinator	KNOTT	$ 97,000	$ 53.30	52%	12	$ 49,991.00
Counselor	ORELLANA	$ 85,000	$ 46.70	53%	12	$ 44,667.00
Program Manager	SALMERON	$ 95,000	$ 52.20	53%	12	$ 49,915.00
Program Director	KING-AGUILAR	$ 106,000	$ 58.24	5%	12	$ 4,872.00
Intake Specialist	ORTEGA	$ 67,000	$ 36.81	5%	12	$ 3,084.00
Eligibility Specialist	BLANCO-GUZMAN	$ 69,000	$ 37.91	0%	12	$ -
Manager	CATTERTON-A	$ 104,000	$ 57.14	0%	12	$ -
Eligibility Specialist	FLORES-S	$ 63,000	$ 34.62	0%	12	$ -
Eligibility Specialist	HERNANDEZ-y	$ 72,000	$ 39.56	0%	12	$ -
Eligibility Specialist	PAIZ	$ 66,000	$ 36.26	0%	12	$ -
Eligibility Specialist	SASU-C	$ 76,000	$ 41.76	0%	12	$ -
Program Director	TINSLEY	$ 110,000	$ 60.44	0%	12	$ -
Tenant Services Specialist	ACKERMAN	$ 70,000	$ 38.46	0%	12	$ -
Program Director	BALLANTYNE	$ 123,000	$ 67.58	0%	12	$ -
Tenant Services Specialist	CANCHESTER	$ 70,000	$ 38.46	0%	12	$ -
Program Director	HENNESSY	$ 105,000	$ 57.69	0%	12	$ -
Tenant Services Specialist	JONES	$ 67,000	$ 36.81	0%	12	$ -
Tenant Services Specialist	PAUL	$ 71,000	$ 39.01	0%	12	$ -
Tenant Services Specialist	RIVERA	$ 71,000	$ 39.01	0%	12	$ -
Trainer	ADAMS	$ 67,000	$ 36.81	0%	12	$ -
Program Director	BERMUDEZ-O	$ 115,000	$ 63.19	0%	12	$ -
Trainer	CACERES	$ 68,000	$ 37.36	0%	12	$ -
Coordinator	TESFAYE	$ 80,000	$ 43.96	0%	12	$ -
Personnel Subtotals		$ 2,428,000.00				$ 323,029.00

Fringe Benefits (Max 20%)	$ 64,606.00
Total NBAP Grant Personnel Costs	$ 387,635.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	10/1/2025 - 9/30/2026
FISCAL YEAR:	FY 2026
TARGET SERVICE AREA (if applicable):	NRSA WARD 7-8
WARD (if applicable):	7, 8
TYPE OF ACTIVITY:	Housing Counseling

Instructions: *Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$ 825,484.00	$ -	$ 825,484.00
Consultants	$ -	$ -	$ -
Space	$ 50,693.00	$ -	$ 50,693.00
Utilities	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Consumables	$ -	$ -	$ -
Marketing & Outreach	$ -	$ -	$ -
Training	$ -	$ -	$ -
IT Services & Support	$ -	$ -	$ -
Travel	$ -	$ -	$ -
Equipment	$ -	$ -	$ -
	$ -	$ -	$ -
Total Direct Cost	$ 876,177.00	$ -	$ 876,177.00
Total Indirect Costs (De Minimis Cost Rate 15%)	$ 123,823.00	$ -	$ 123,823.00
Total Costs	$ 1,000,000.00	$ -	$ 1,000,000.00

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)

NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2026
PERIOD SERVICE DATES:	10/01/2025 to 9/30/2026
TYPE OF ACTIVITY:	Housing Counseling

Instructions: *Please add number of rows for this portion of your budget as needed.*

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
Sr Program Director	CHENG	$ 141,000	$ 77.47	3%	12	$ 3,823.00
Program Director	CLARKSON	$ 101,000	$ 55.49	13%	12	$ 13,632.00
Counselor	ALDANA	$ 78,000	$ 42.86	45%	12	$ 35,312.00
Sr. Counselor	CAMILO	$ 85,000	$ 46.70	44%	12	$ 37,792.00
Program Director	HAMILTON	$ 106,000	$ 58.24	44%	12	$ 47,123.00
Coordinator	KNOTT	$ 97,000	$ 53.30	43%	12	$ 42,163.00
Counselor	ORELLANA	$ 85,000	$ 46.70	44%	12	$ 37,792.00
Program Manager	SALMERON	$ 95,000	$ 52.20	44%	12	$ 42,240.00
Program Director	KING-AGUILAR	$ 106,000	$ 58.24	0%	12	$ -
Intake Specialist	ORTEGA	$ 67,000	$ 36.81	0%	12	$ -
Eligibility Specialist	BLANCO-GUZMAN	$ 69,000	$ 37.91	0%	12	$ -
Manager	CATTERTON-A	$ 104,000	$ 57.14	0%	12	$ -
Eligibility Specialist	FLORES-S	$ 63,000	$ 34.62	0%	12	$ -
Eligibility Specialist	HERNANDEZ-y	$ 72,000	$ 39.56	0%	12	$ -
Eligibility Specialist	PAIZ	$ 66,000	$ 36.26	0%	12	$ -
Eligibility Specialist	SASU-C	$ 76,000	$ 41.76	0%	12	$ -
Program Director	TINSLEY	$ 110,000	$ 60.44	40%	12	$ 44,004.00
Tenant Services Specialist	ACKERMAN	$ 70,000	$ 38.46	34%	12	$ 23,760.00
Program Director	BALLANTYNE	$ 123,000	$ 67.58	39%	12	$ 47,724.00
Tenant Services Specialist	CANCHESTER	$ 70,000	$ 38.46	35%	12	$ 24,504.00
Program Director	HENNESSY	$ 105,000	$ 57.69	35%	12	$ 36,924.00
Tenant Services Specialist	JONES	$ 67,000	$ 36.81	35%	12	$ 23,448.00
Tenant Services Specialist	PAUL	$ 71,000	$ 39.01	35%	12	$ 24,852.00
Tenant Services Specialist	RIVERA	$ 71,000	$ 39.01	37%	12	$ 26,036.00
Trainer	ADAMS	$ 67,000	$ 36.81	48%	12	$ 32,244.00
Program Director	BERMUDEZ-O	$ 115,000	$ 63.19	63%	12	$ 72,504.00
Trainer	CACERES	$ 68,000	$ 37.36	49%	12	$ 33,186.00
Coordinator	TESFAYE	$ 80,000	$ 43.96	49%	12	$ 38,640.00
Personnel Subtotals		$ 2,428,000.00				$ 687,903.00

Fringe Benefits (Max 20%)	$ 137,581.00
Total NBAP Grant Personnel Costs	$ 825,484.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director		3/17/25
2. Chris Earley, Deputy Director		3/13/25
3. Julia Wiley, General Counsel		3/13/25
4. Bill Winston, Associate Director of Community Services		3/13/25
5. Ernest Merchant, Program Analyst		
6.		

SUBJECT:

Director's Comments:

Action							
APPROVAL ☒	CIRCULATE ☐	CORRECTION ☐	FILE ☐	FYI ☐	INVITATION ☐	MEETING ☐	SIGNATURE ☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Housing Counseling Services, Inc.- NBAP FY25 Housing Services $2,010,000.00

Grant 2025-04

Originating Office

FROM:E. Merchant	TELEPHONE NUMBER:
DATE:3/13/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE: OFFICE OF THE DIRECTOR MAR 17 '25 PM2:37

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

MAR 17 2025

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Ernest Merchant
Program Analyst

Date: March 13, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Housing Counseling Services, Inc.**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$2,010,000.00**
ATTACHMENTS:	**FY25 Grant Agreement #2025-04** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

DISTRICT OF COLUMBIA.

COMMUNITY SERVICES
HOUSING COUNSELING SERVICES

GRANT AGREEMENT

BY AND BETWEEN
THE DISTRICT OF COLUMBIA
AND

HOUSING COUNSELING SERVICES INC.

This Grant Agreement ("Grant" or "Agreement"), is made effective as of March 13, 2025, ("Effective Date"), by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the D.C. Department of Housing and Community Development (hereinafter referred to as "Department," "DHCD" or "Grantor") and Housing Counseling Services, Inc., a District of Columbia non-profit corporation Grantee [DUNS No. Unique Entity Identifier (UEI) NA6MQB4FM3C1] (hereinafter referred to as "Grantee") with its principal place of business at 2410 17th St NW Ste 100 Washington DC 20009. Grantor and Grantee shall be collectively referred to herein as the "Parties."

RECITALS

1. The Department with offices at 1909 Martin Luther King Jr Avenue SE, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975, D.C. Official Code§ 6-1001 *et seq.*, and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Department is authorized to fund community based non-profit organizations that provide housing counseling services for low- and moderate-income persons.

3. On June 7, 2024, the Department published a Notice of Funding Availability ("NOFA") in the D.C. Register, which announced the forthcoming issuance of the Fiscal Year ("FY") 2025 Request for Applications ("RFA") for the Neighborhood-Based Activities Housing Counseling Services Program ("HCSP"). The RFA was issued on June 21, 2024, that solicited applicants to provide services to District of Columbia ("District") residents as a part of the Department's HCSP. HCSP includes Public Services ("PS"), and Non-Public Services ("NPS") as defined in Section I herein. U.S. Department of Housing and Urban Development ("HUD") approved counseling agencies employing one or more certified HUD counselors are eligible to provide both PS and NPS services, while organizations which do not have HUD approval status may provide PS services only. The RFA included an opportunity for applicants to provide one or more of seventeen (17) services listed in the RFA. These services include HUD-approved counseling in keeping with 24 CFR 5.100 and related Federal regulations (in 2 CFR Part 200, and 24 CFR Part 214) as well as services related to local DC programs which are administered by the Department. The RFA and the requirements set forth therein are also incorporated by reference herein.

4. The Grantee's RFA application demonstrates that its organization possesses project management, and organizational and administrative capacity to successfully perform as a nonprofit grant subrecipient under the Department's HCSP, and accordingly DHCD has determined to award a grant to the Grantee in FY 2025 ("25" or "2025").

5. The Grantor proposes to fund HCSP grant activities in FY 2025 from its allocation of Community Development Block Grant ("CDBG") funds authorized by Title I of the U.S. Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), 24 CFR Part 570.

6. As a condition precedent to disbursement of the Grant proceeds to Grantee for the sole and exclusive purposes described in Exhibit A (which includes the "Statement of Work" and the approved "Workplan", both attached hereto and made a part hereof), the Department requires that Grantee enter into this Agreement setting forth the terms and conditions of the Grant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are hereby incorporated by reference and made a part hereof.

Section I. **Definitions.**

A. As used herein, the following terms shall have the meanings indicated:

a) **Fiscal Year**: All references to Fiscal Year(s) ("FY") herein refer to the District Government fiscal year which is October 1st to September 30th
b) **Neighborhood Revitalization Strategy Area** ("NRSA") refers to the HUD approved areas of Wards 7 and 8 which have been designated as strategic areas for revitalization. Services to Ward 7 and Ward 8 regardless of whether Public Service or Non-Public Service, attributed to the NRSA.
c) **Non-Public Services** refers to 24 CFR 5.100 counseling services provided to clients in connection with the purchase of a specific home. All other 24 CFR 5.100 counseling is Public Service.
d) **Public Services** refers to all other services and may include group training and/or one on one counseling.
e) **Performance Periods**: The Performance Period is defined as the start date and end date for which Grant funds are awarded to execute an approved Workplan and Statement of Work in keeping with the RFA for FY 2025. (See Section IV below.)

Section II. **Exhibits.**

The Exhibits listed below and the terms and conditions of the same are incorporated herein and made a part of this Agreement.

A. Services to be Provided
- Statement of Work
- Section 3 from the FY 25 RFA: Services
- Workplan as approved by the Grantor

B. Budget
- Schedules A (3-1) and A (3-2) for the First Performance Period

C. Required Reporting Forms
- Monthly Performance Report on group trainings/orientations/workshops and one on one counseling (in connection with the Statement of Work and Workplan), as well as reports on DHCD certificates issued, outreach and marketing activities, and upcoming group trainings.

- Quarterly Beneficiary Data and Demographics for each of the following (a) PS, (b) NPS, and (c) NRSA activities.
- Quarterly Language Access Report (Optional)
- Quarterly Banking Report (as applicable)
- Quarterly Procurement Report (as applicable)
- Quarterly Submission of Minutes of Board of Directors Meetings

D Method to determine Client Eligibility for Services
E Budget Modification Form
F Drug Free Workplace Certification
G Service Area Eligibility
H Insurance Requirements
I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Section III. Grant Award

A. The Department shall make a Grant of the District's CDBG Entitlement Grant Federal Award No: B-24-MC-11-0001 ("CDBG Federal Award") to Grantee in an amount not to exceed Two Million Ten Thousand Dollars and No Cents ($2,010,000.) (the "Grant") and is allocated as follows:

Sources and Uses of Funds:

Public Service ("PS") [CDBG EN]	$ 1,024,810.56
Non-Public Service ("NPS") [CDBG EN]	$ 315,189.00
NRSAs Ward 7 and Ward 8 [CDBG EN]	$ 670.000.44
TOTAL CDBG [EN]	$ 2,010,000.00

Notwithstanding the source of funds designated above, the Grantor reserves the right to provide funding from another source(s). In all instances, applicable Federal and District laws and regulations shall apply regardless of the funding source. The Grant award shall be used to fund a range of services which HUD has defined as Housing Counseling Services: Public Services and Non-Public Services by a HUD Approved Counseling Agency ("HCA").

The specific Grant activities are described in Exhibit A (attached hereto) which includes
(a) the Statement of Work,
(b) Lines of Services - Section 3.2 of the Request for Applications (RFA), and

(c) The approved Workplan
(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

C. The Grant services will benefit low-and-moderate income persons living in the District of Columbia. In keeping with recent Presidential Executive Orders, Grantees should only use grant funds for US citizens and should maintain such documentation to prove citizenship.[17]

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as Exhibit B. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.

D. The Catalog of Federal Domestic Assistance ("CFDA") number is 14.218.

E. The Uniform Administrative Requirements for Federal Grants are applicable to this grant award and are available online at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1. Also, the Grantee must comply with the Community Development Block Grants regulations 24 CFR part 570 that govern this award and other related HUD regulations, which are incorporated herein by reference.

Section IV. Grant Term and Periods of Performance

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2025. During this term, there are two Performance Periods. The First Performance Period is the Effective Date to September 30, 2025. The Second Performance Period is October 1, 2025, to December 31, 2025.

Funding for each Performance Period is in the sole discretion of the Grantor and requires meeting all due diligence requirements prior to award.

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[17] Examples of such document may include copies of unexpired state issued Real ID identification or driver's license, unexpired US passport or US passport card, active duty Military ID, current Green Card or Naturalization documents with state issued photographic identification.

The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of Grant funds or other Grant assets.

Section V. Statement of Work/CDBG Eligible Activities/Eligible Costs/Business Operations

A. CDBG Eligible Activities

1. Grantee shall use the CDBG Grant proceeds solely to fund Grantor-approved service activities that are intended to provide services and empower low- and moderate- income persons in the District of Columbia to make informed housing choices and achieve their housing goals, whether it's finding affordable rental housing, purchasing a home or obtaining financial assistance for critical home repairs.

The best way to provide this critical information to a client in order to assist them in their decision-making process is to adhere to 24 CFR 5.100[18] [in which a HUD certified counselor conducts (1) intake (2) financial and housing affordability analysis with affordability calculation (3) an action plan and (4) follow-up counseling to implement the action plan and achieve its stated goals].

The Grant services to be provided are described in Exhibit A. This description includes the major tasks, activities and project deliverables to be provided under this Grant. The Grantor reserves the right to alter or change the District of Columbia program requirements including eligibility, services provided, service methodology, service delivery and program goals during the performance period.

The proposed Grant activities are CDBG eligible activities pursuant to 24 CFR 570.201(e).

2. Grantee shall sponsor outreach events that inform the community about the Grant activities and participate in other community events as requested by Grantor.

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[18] 24 CRF 5.100: "Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling."

3. The Grantee must retain records which demonstrate that each activity funded under this Grant is CDBG eligible and document the amount of CDBG funds expended for each activity. This includes the activity itself, the outcomes, and the records concerning beneficiaries in keeping with subsection (B)(2) below receiving services. Any authorizations needed together with beneficiary statistical information should be obtained by the Grantee during intake or registration. HUD does not grant exceptions or authorize the District to make exceptions to this requirement.

B. CDBG National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention of slums or blight; 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. The Grantee certifies that the CDBG-assisted activities to be carried out under this Agreement will meet the National Objective of primarily benefiting low- and moderate-income persons (limited clientele activities) in accordance with Federal and District Requirements. The minimum threshold requires that at least 51% of the households served with CDBG funding must be low- and moderate-income households; provided however, that a Grantee whose application claimed additional scoring points for agreeing to provide Grant services to more than 51% low- and moderate-income beneficiaries, must adhere to the percentage they elected in their application.[19]

In accordance with the Grantee's election in their Application for a grant award and for receiving additional points in scoring, the Grantee has agreed to exceed the minimum requirement and to serve at least 90% low- and moderate-income beneficiaries.

Note: This percentage cannot be decreased as it was used for scoring in a competitive round of funding.

4. The Grantee shall disclose to any client that services are provided free of charge by a Grant funded by DHCD using Federal funds and therefore the Grantee has certain reporting

[19] In responding to the RFA published June 21, 2024, applicants were given the opportunity to receive additional points in scoring for committing to exceed the CDBG minimum threshold to either a 75% minimum or a 90% minimum.

requirements in order to provide the Grant services free of charge. The Grantee shall use appropriate forms to obtain a client authorization, as required, to comply with the terms of this Agreement and to meet HUD reporting requirements,

C. Staffing

Where HUD requires services are to be provided by a Certified HUD Housing Counselor, the Grantee shall comply with that requirement and not permit services reserved to HUD certified counselors to be provided by others.

To the extent applicable, Grantee agrees to secure the services of qualified personnel that are licensed and bonded in the District of Columbia to perform the CDBG Federal Award activities and services listed in Exhibit A.

Any changes in personnel or their general Grant responsibilities as set forth in Exhibit A are subject to the prior written approval of DHCD. In this regard, it is essential that the Grantee immediately report terminations and proposed new hires to the Grantor.

D. Business Operations

1. Grantee shall observe business hours of operation onsite in their service location(s) that align with District Government hours of operation specifically Monday through Friday 9:00 am to 4:30 pm (DC holidays excepted)[20] and shall ensure that sufficient staff are on site at Grantee's place of business to carry out Grant services.

2. During the hours of operations, Grantee shall have live answered telephones for incoming calls. If the Grantee's phone system utilizes an auto-attendant function or voicemail, announced option to the caller must include an option to press a certain key (such as "0" for an Operator) to be connected to a staff person in real time who can answer and field questions, redirect a caller to a staff person who can address a caller's inquiries, or provide registration information. DHCD and other DC agencies such as the Office of the Attorney General may check Grantee's compliance with this requirement from time-to-time.

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[20] DC Holidays include New Year's Day, Dr. Martin Luther King, Jr. Holiday, Washington's Birthday, DC Emancipation Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Day.

E. Grantee may offer clients virtual appointments as well as virtual group informational or educational activities, but Grantee shall also provide clients an option for in-person services (including both in-person one on one appointments as well as some in-person group informational or educational activities.) The Grantee shall not refuse in-person services to DC residents.

F. Housing Resource Center (HRC) and Late Night Hours: As required by the RFA, "Applicants selected for the award shall participate (in a regular rotation) in staffing onsite at the Department's Housing Resource Center (HRC). The HRC provides services to DC residents by appointment and walk-ins." The HRC is located in the Grantor's offices at 1909 Martin Luther King Jr Av SE. The HRC coordinator, in conjunction with the Associate Director for Community Services, will develop a schedule in consultation with Grant subrecipients for staffing the HRC on a rotating basis on weekdays.

RFA applicants were awarded additional points in their score by committing to "Extended Office Hours." The options included providing office hours until 7:00 pm at least one (1) day a week in their office location and/or until 7:00 pm at least two (2) days a month in the HRC.

In accordance with the Grantee's selection in their Application for grant award and funding, the Grantee has committed to serve Extended Office Hours Extended Office Hours until 7:00 pm one (1) day a week in their office and one (1) day in the HRC.

Section VI. Disbursement/Required Support Documentation

A. Reasonable, Allowable, Necessary, Allocable

1. Grantee may request reimbursement for actual expenses incurred to provide services and as described in the Grant Budget (A 3-1 and A 3-2). Requests must meet all four criteria: reasonable, necessary, allowable, and allocable. (2 CFR 200.305)
   a. ***Allowable costs.*** Reimbursements are limited to the expenses directly related to activities supported by the grant activities and are subject to the regulations of the Federal and District Governments. Expenses related to activities should be necessary, reasonable, allowable and allocable.
   b. ***Limitations on allowable costs.*** A grantee may not use an indirect cost rate to determine allowable costs under its grant.
   c. Some ***Unallowable costs.*** Expenses that are not allowable include (but are not limited to) sales tax, late fees, debts, tips & gratuities, food, alcohol, controlled substances, cash reserves or investments, money given to individuals (including

donations, grants or loans), contributions to organizations, costs of fundraising, fund development, grant writing, advocacy, lobbying, and purchase of goods or services for personal use or benefit.

2. In addition, Grantee must demonstrate to the reasonable satisfaction of the Grantor that Grant performance milestones have been achieved. All requests for payment of eligible expenses shall be associated with the budget line items specified in Exhibit B (Budget Schedule A (3-1), estimated cost invoices and satisfactory Grant performance.

3. Grantees may not be reimbursed for expenses paid through Cash app or other similar peer-to-peer payment platforms, since such platforms create issues for recordkeeping, auditability, and compliance with grant regulations.

4. The Grantee shall not supplant funds or seek reimbursement for expenses that may be reimbursed by another grant (Federal, District, or private) either prior to or subsequent to reimbursement by the Grantor.

5. The Grantee must have the capacity for bookkeeping and accounting services required to track Grant expenses and create payment requests in keeping with Federal and District requirements, either on staff or by a third-party contractor.

6. The Grantee shall create and submit payment requests in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the Grantee to create and submit invoices by selecting the applicable purchase order number which is listed on the Grantee's profile.

7. All Grantees must be registered in the portal prior to invoice submission. The vendor portal website is **https://cfo.dc.gov./supplier_portal**. Please log onto the portal for further details and instructions. Questions can be submitted to **suppliers@dc.gov**.

B. Form of Submission of Payment Requests

1. The cover sheet to the reimbursement package must be the 30A Form of the Department [RCSD DHCD 306A Revised October 2024]. No other cover sheet is needed. This form should contain the Purchase Order Number, the IDIS Number, and the Partial Payment Number in accordance with Department's guidelines.

Payments requests are contingent upon certification by the Grantee in the following form as contained on the 306A (RCSD DHCD 306A Revised October 2024). The Certification is to be made by the chief executive officer, or the chief financial officer or the chief operations officer if the Governing Board has authorized this officer to act on behalf of the board to sign.

"I certify that all items, quantities and prices of work and material shown in the requisition are correct to the best of my knowledge and belief. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information , or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812." (2 CFR 200.415)

2. Page 2 and Page 3 shall be the Reimbursement Request A 3-1 and A 3-2.

3. Page 4 shall be the Invoice Cover Sheet with:
   a. A unique identifier (e.g. a row number or brief alphanumeric code) shall be assigned by the Grantee to non-personnel invoices and with the same unique identifier marked on each and every supporting document (e.g. receipt, proof of payment, cancelled checks, contracts, scopes of works, services rendered, vendor statement or document, Grantee's notes) submitted. The unique identifier shall be listed on the invoice cover sheet.
   b. Vendor's name
   c. Remittance address
   d. Invoice number
   e. Invoice date
   f. Contract number (also known as Grant Number)
   g. Purchase order number (if any)
   h. Invoice Amount
   i. The Amount which the Grantee is requesting reimbursement
   j. Quantity of goods/services delivered. Deliverables. Shipping and payment terms
   k. Other substantiating documentation that justifies and supports the payment request.

4. Page 4 and subsequent pages as needed shall include the supporting documents for the reimbursement request including signed timesheets, payroll reports, invoices from vendors marked as described above. (See Section E below.)

C. HUD Related Requirements

1. Federal regulations require that reimbursement under the Grant is tied to (a) beneficiary data reporting and (b) program performance. Failure to meet reporting deadlines for performance and/or beneficiary service data will suspend temporarily the processing of Grantee payment requests. Staff unavailability does not waive the requirement to meet reporting deadlines, and Grantee shall ensure that adequate staff are trained or cross-trained to prepare and submit reports timely.

2. The Grantee should be aware that HUD maintains an *Integrated Disbursement and Information System* ("IDIS"), a database in which the Grantor must make reports during the performance period on each Grantee's account. HUD flags subrecipient accounts when reporting is not provided by a deadline. Such a flag shall constitute a default. Multiple flags or failure to meet the conditions for HUD to remove a flag may result in suspension or termination in keeping with Section XII (C) of this Agreement.

D. Schedule for Submission of Reimbursement Requests

1. Requests for reimbursement shall be submitted in a timely manner by the date due. Failure to meet a deadline shall constitute a default.

2. On the 10th day of each month, the Reimbursement Request shall be for the prior month; provided however, the September reimbursement request must be submitted earlier in October on the date specified by the Office of the Chief Financial Officer of the District of Columbia, which is usually between the 5th and 7th day of October. *(Grantee may wish to use other funding sources for the late September payroll to facilitate meeting the deadlines.)*

3. In order to close-out the grant by September 30th, the October request should be the only request submitted in September.

4. The monthly schedule for submission is as follows:

Month	Due Date
March	April 10th
April	May 10th
May	June 10th
June	July 10th
July	August 10th
August	September 10th
September	October 5th or 7th as specified by the DC CFO
October	November 10th
November	December 10th
December	January 10th
January	February10th
February	March 10th

5. As applicable, expenses incurred pursuant to a project commitment in IDIS that has been approved by the Grantor and are otherwise eligible for reimbursement at the Grantor's sole discretion, may be reimbursed, regardless of when those expenses were incurred.

E. Source Documentation

1. All costs and obligations incurred under this Grant Agreement must be supported by source documentation (e.g. invoices, receipts, contracts, canceled checks, etc.). Documentation may also include approved time distribution sheets and certified payroll reports for employees and contracts.

2. The Grantee must satisfy all documentary requirements to the reasonable satisfaction of the Grantor prior to the disbursement of Grant funds.

F. Requirements Applicable to Disbursed Funds/No Escrow

1. Grantee shall not escrow Grant funds. However, nothing shall prohibit the Grantee from supplementing funding for these activities from other sources including other grants, funders or donors.

2. Any cash advances disbursed pursuant to this Agreement must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate

cash requirements of the Grantee in carrying out the purpose of the Grant. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct Grant program or project costs and the proportionate share of any allowable indirect costs.

3. If at any time it is determined that more Grant funds are disbursed to Grantee than what was required by the Grantee's immediate disbursement needs, Grantee shall immediately return to Grantor the excess funds.

4. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations or fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee.

G. The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect cost rate, as further described in Section (C)(4) and Section (C)(5) (Reporting Requirements) below.

H. In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant proceeds within three (3) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant proceeds, unless another date shall be agreed to be the parties in writing. The Grantor reserves the right to recover such losses by any legal remedy available.

Section VII. Budget Modifications

A. Any amendments to the budget (change in the amounts specified in the individual cost categories set forth in Exhibit B). may be approved by the Grant Administrator, so long as the total amount of the budget is not exceeded.

B. Any increase in the total Grant amount must be approved by the Director of the Department. If the change is made at the request of the Grantee, the request shall be in writing dated and shall be submitted on a Budget Modification Form, attached hereto as Exhibit E.

1. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and dated using the appropriate excel format or the appropriate online portal if available.

2. The Grantee shall make modification requests by June 1st, to allow sufficient time for processing prior to the start of the fourth quarter of the fiscal year. No more than two modifications may be required in the performance period. Requests for modification to the budget shall not be approved after June 1, 2025, except for extenuating circumstances specified in writing, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion.

3. The Department will not approve reprogramming of personnel funds for positions not filled in compliance with this Agreement and Grantee's personnel policies submitted to Grantor. If at any time DHCD requires a more detailed budget breakdown than the one contained herein, the Grantee shall provide such supplemental budget information in a timely fashion and in the form and content prescribed by DHCD.

Section VIII. Conditions Precedent to Grant Closing and Grant Disbursement

Grant closing shall mean the date on which Grantee has satisfied all conditions precedent to execution to the satisfaction of the Grantor, at which time both parties have executed and delivered the Grant Agreement. No Grant proceeds shall be disbursed prior to Grant closing.

The following conditions must be met prior to Grant closing:

A. Eligibility Determination. Determination by the Grantor that Grantee's proposed Grant activities meet eligibility and national objective requirements specified by the CDBG Program regulations at 24 CFR §§ 570.200 through 570.209. Grantor has determined that the proposed Grant activities are eligible for CDBG Program funding pursuant to 24 CFR 570.201(e) (provide housing counseling services to low- to moderate-income households).

B. Environmental Clearance. Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historic preservation reviews, and HUD has issued an approval of the release of funds.

C. Due Diligence Submissions. The following items must be delivered to DHCD for approval prior to Grant execution and Grant closing:

1. Articles of Incorporation, organizational by-laws and certification of nonprofit status.
2. Board/Corporate Resolution, memorializing
   a. the Grantee's intent to enter into this Agreement
   b. identifying the total Grant amount of the award
   c. identifying the Grant Number
   d. identifying the funding source(s) of the award, and
   e. identifying the authorized person by name and title who is authorized to sign on behalf of the corporation to enter into this Agreement.
3. Certificate of Good Standing
   a. issued by the DC Department of Licensing and Consumer Protection (DLCP)
   b. certified within 6 months of the Effective Date of this Agreement.
4. Certificate of Clean Hands
   a. issued by the DC Office of Tax and Revenue (OTR)
   b. certified within 90 days of this Agreement.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia to carry out the Grant activities.
6. Evidence that Grantee has obtained insurance, as provided in Exhibit H. If the renewal period for any insurance requirement occurs during the Grant performance period, the Grantee is required to submit to the Grantor evidence (Certificate Of Insurance) of insurance renewal to cover the remaining Grant performance period.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Effective Date.
8. An Affirmative Action Plan ("AAP") must be submitted by the Grantee for review and approval by the District prior to Grant execution and the disbursement of any Grant proceeds. The AAP shall be in a form to be determined by the District and must detail the Grantee's efforts to comply with the District's goals for achieving equal employment in District government contracts and set forth specific standards for the utilization of minorities in all job categories, as required by Mayor's Order 85-85 and District law.
9. Drug-free Workplace Certification (Exhibit F).
10. Debarment affidavit and verification confirming that Grantee is not debarred or suspended or otherwise excluded from or ineligible for participation in federal or District assistance programs under Executive Order 12549 or District law.

D. Opinion of Counsel. Grantee shall submit a written opinion of the Grantee's attorney, which states that the attorney has read the Grant documents and that the Grantee:

- Is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary.
- Has the full authority and legal right to carry out the terms of this Grant Agreement and all documentation required hereunder to be executed by Grantee; and
- Has taken all actions to authorize the execution, delivery and performance of this Grant Agreement and any documents required to be executed in connection with the Grant according to their respective terms

The Opinion shall further state that none of the aforesaid actions, undertakings or agreements violate any restriction, term, condition or provision of the Grantee's organizational documents or any contract or agreement to which Grantee is a party or by which it is bound. The Opinion must identify the Grant Agreement by name and Grant number, and the counsel must specifically identify the documents upon which the Opinion is based.

E. Current on District Obligations. Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant, including all local taxes and charges affecting Grantee's business.

F. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Proceeds, including, but not limited to the Council of the District of Columbia and the Chief Financial Officer of the District of Columbia.

G. Clearance Approval issued by the DHCD Office of Program Monitoring.

Section IX. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. The Grantee shall cure all report deficiencies identified by the Department and resubmit for approval by the Grantor within 14 calendar days of the notification. The requirements of monthly and quarterly reports [VII.(A) and (B) are in Exhibit C.]

A. Monthly Reporting

Monthly Performance Reporting. The Grantee shall use the online reporting portal provided by the Grantor and shall provide a complete performance report by the 10th day of each month reporting on Grant activities, accomplishments and performance of the prior month. Failure to submit the report by the tenth day of the month following the end of each

month shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

B. Quarterly Reporting

On the 10th day of January, April, July, and October, the following quarterly reports for the previous three months shall be due and provided by the Grantee in the form and method required by Grantor:

1. Quarterly Report on **Beneficiary Data and Demographics** (separate reports for PS, NPS and NRSA).

2. **Banking Report** (as applicable)

3. **Non-expendable Equipment Inventory Report** (as applicable) (the purchase or lease of non-expandable equipment). The purchase of all computer equipment must have prior approval from the Department.

4. **Procurement Report** (as applicable).

5. Copies of the **Minutes of the Board of Directors** meetings, which took place during the previous quarter; and

6. **Language Access Report** (optional) – If services are provided in languages other than English, we encourage a language access report to be made.

Failure to submit any or all Quarterly Reports by the tenth day of the month following the end of a quarter shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

C. Additional Report Requirements

The following reports are due to the Department within the timeframes indicated below. If these documents were previously submitted, they must be updated and resubmitted.

1. Fringe Benefits Report

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects funded from the proceeds of this Grant shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefits rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the change. The report shall be submitted to DHCD within fifteen (15) days of Grant execution.

The fringe benefits rate for any personnel costs funded by this Grant shall not exceed 20% of the base salary rate indicated in Schedule A Form A (3-2) of the budget (Exhibit B).

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to the date of the Offer Letter.

All personnel costs approved under this Grant Agreement must be filled within ninety (90) days of Grant execution or within ninety (90) days of the vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than ninety (90) days, whether intermittent or consecutive, at any time during the Grant period may result in the loss of funds for the position.

Grantee must submit transcripts of training or continuing education for individual staff and counselors to the Grantor.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with CDBG funds, in accordance with the requirements specified in 2 CFR Part 200 (Exhibit D). The property inventory list must include, at a minimum, a short

description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

a. The Grantee shall submit a budget and Cost Allocation Plan showing its direct and indirect costs and the allocation of such costs to the Grantee's activities, including the administration of the activities and services provided under this Agreement. The plan must show all allowable and unallowable costs and how such costs are included in the direct and indirect costs in accordance with 2 CFR Part 200.

b. A current Cost Allocation Plan must be submitted no later than thirty (30) days following Grant execution.

c. The Cost Allocation Plan must include all sources of funding for the Grantee, including this, Grant and to which program/cost centers each source has been applied using the Grantee's chart of accounts (referencing individual budgetary line items).

The Grantee must provide:
i. the total amount of funding from each funding source,
ii. the total staff employed by the Grantee, regardless of funding source, staff allocation per grant/program and the estimated percentage of time spent per grant program.

d. As required by HUD, the Cost Allocation Plan is subject to approval by the Grantor. The Grantee shall cure any defects or omissions in the Cost Allocation Plan within 60 calendar days of the notice to cure.

e. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. The waiver request must detail the reasons for the waiver request and include a copy of the relevant audited financial statements.

f. Claims for reimbursement of documented Grant expenses shall comply with 2 CFR Part 200 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.

5. Indirect Cost Rates

a. Grantees may request reimbursement for indirect costs based on their Cost Allocation Plan. The Cost of Allocation Plan must be reviewed and approved by the Grantor. The Grantee is required to keep records of the expenses charged to the Indirect Cost Rate for monitoring and close-out.

Grantees with Indirect Cost Rates are required to use their indirect cost rate. Grantees with provisional rates must demonstrate the rate is not expired or that it is currently used by a Federal Agency in awarding Federal funds to the Grantee during the current Fiscal Year. Other Grantees may use the Federal *de minimis rate* of 15%. In either case (*De Minimis rate* or Federally Approved rate), Grantee shall maintain records (available during monitoring, or close-out or upon request) indicating which costs in the cost allocation plan and the dollar amount have been attributed to the Indirect Cost.)

Indirect cost rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with supporting documentation. DHCD will not make adjustments to indirect cost rates after June 1st.

The Grantor does not issue or award Indirect Cost Rates.

Grantees who wish to obtain a Federally authorized Indirect Cost Rate are encouraged to contact the "Cognizant Agency" which is the US Department of Health and Human Services.

b. For all personnel costs funded under this Agreement, Grantee must maintain documentation for use of indirect cost funding and provide the same when requested for verification of expenditures in keeping with the approved cost allocation plan, including, but not limited to cancelled checks, employee signed and supervisory approved employee time sheets, invoices and bank records.

c. Expenses charged to an indirect cost rate must be accompanied by and cross-referenced to and reconciled with an independent audited financial statement, which accounts for all (grant funded and non-grant funded) activities by the Grantee during the fiscal year in which the indirect cost rate is based.

6. Organizational Audit

Grantee must submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year.

Note to All Grantees: All Grantees must ensure their financial records are available for review or audit by appropriate officials of the Federal Government and the District Government.

7. Auditor's Management Letter.

Grantee shall submit an auditor's Management Letter to the Grantor at the time it submits the annual audit.

8. Procurement Policy. Accounting Policies and Procedures. and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution, the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of the Grant. These policies and procedures shall be in accordance with the requirements of 2 CFR Part 200. The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

If the Grantee has previously submitted these documents, and the documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a certified statement (the "Re-certification Letter") to the Grant Administrator indicating when the most current document was submitted to the District and certifying that no changes to these policies and procedures have since been made.

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D. Summary of Report Deliverables and Receipt Due Dates:

	Report	Receipt Due Date
1	Monthly Performance Report	No later than the 10th day of each month
2	Quarterly Beneficiary Data	No later than January 10th, April 10th, July 10th and October 10th – a separate report for each use: PS-NPS-NRSA
3	Language Access Report (Optional)	No later than January 10th, April 10th, July 10th and October 10th
4	Fringe Benefits Report	Within 15 days of Grant execution
5	New Hires/New Employees Information (Job Description & Resume) HUD certificate if certified counselor	10 Days prior to the Offer Letter of Employment being sent to the candidate
6	Notice of Vacant Position	Within 10 days following the vacancy
7	Non-expendable Equipment Report	Within 15 days of Grant execution and quarterly thereafter
8	Procurement Policies and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
9	Accounting Manual and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
10	Cost Allocation Plan (based on and tied to the most recent audit)	Within 30 days of Grant execution
12	Independent Financial Audit	Within 90 Days of the Close of the Grantee's Fiscal Year

	Report	Receipt Due Date
13	Single Audit Report (if applicable)	Within 30 Days of submission to the Federal Audit Clearinghouse
14	Auditor's Management Letter	Submitted with the submission of the Audit
15	Requests to revise Budgets and/or Workplans	Prior to the 1st day of June
16	Grantee's Close-Out Report (Section XV.) Inventory Report & Annual Report	Within 90 Days of the end of the Term of the Grant.
17	HUD 9902	Within 30 Days of Submission to HUD
18	HUD Monitoring Report	Within 30 Days of Receipt from HUD monitor or the HUD intermediary monitor.

Section X. Accounting/Audit Requirements

A. Accounting System

1. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in Exhibit B.

2. Accounting records should be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.

3. Any funds provided to the Grantee or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest-bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

Grantee shall submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year, contingent on the following:

1. Grantees receiving an aggregate of $1,000,000 or more from all funders in Federal funds must in accordance with Federal regulations obtain an independent audit (Single Audit Act of 1984 , Single Audit Amendments Act of 1996, and 2 CFR Part 200). A standard audit may be supplied pending the completion and submission of the Single Audit.

2. Grantees:
   (a) Required to be audited by any State or political subdivision(s) thereof (whether by statute or regulation) or
   (b) Who conduct an audit to submit to any government or private funder, or foundation or corporate funder or
   (c) Whose governing body or senior management obtains an audit,

   shall be required to submit that audit to the Grantor upon receipt of the same.

If the Grantee is not audited in accordance with (1) and (2) above, the following shall apply:

3. A Grantee whose corporate entity receives or expends less than $999,999 as reported to the Internal Revenue Service in the 990 Tax Return without amendments, deletions or summarized details must file with the Grantor a financial report prepared by an independent Certified Public Accountant and certified by the same that contains:
   - income statement or Statement of Activities,
   - balance sheet or Statement of Financial Position,
   - statement of Functional Expenses by program or cost centers such statement to break out separately the Grantor's funding by Grantor's program(s) separately from all programs or cost centers used.
   - statement of cash flows, and
   - independent review and certification of the financial statements including a review of the management's financial internal controls.

   In addition, the nonprofit organization must file a biennial audit that covers both years within a biennial period. See 2 CFR Part 200, Subpart F.

4. The Grantee shall fully clear any deficiencies noted in the audit reports within sixty (60) days after receipt by the Grantee.

5. . Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default of this Grant and may result in the withholding of future payments and/or debarment from participation in future Grants.

Section XI. Grant Administration

The Grant Administrator is:

William Winston
Associate Director for Community Services
DC Department of Housing and Community Development
1909 Martin Luther King Avenue SE, Room 304
Washington, D.C. 20020.

The telephone number is (771) 208-9628. All concerns regarding the technical implementation and interpretation of this Grant are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line-item changes and terms) where there is no dollar increase.

Section XII. Repayment of Grant Funds/Grant Performance Monitoring Default and Remedies

A. HUD Monitoring

The Grantee is subject to monitoring by HUD and agrees to provide all required information, data, records, files including client files, case notes, correspondence and emails, reports, beneficiary data, performance data, financial records, supporting documentation, to satisfy HUD monitoring. Notwithstanding the date of a finding by HUD, should HUD make a finding, the Grantee shall be responsible to cure the defect, and should HUD require repayment of Grant funds for any reason to the Federal Government, the Grantee shall be responsible for repayment in the amount specified by HUD. Repayment shall be made to the District of Columbia and by the District to the Federal authority in satisfaction of the HUD requirement. HUD monitoring is not confined to the performance period but extends through the record retention period provided in Section XV.

B. Grant Performance Evaluation

1. DHCD will monitor the performance of the Grantee to ensure that the goals and performance standards stated in the Statement of Work and Work Plan and RFA are being achieved according to schedule and within budget.

2. All records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. Grantee shall make timely submission of all information and/or records requested by DHCD or HUD to assess performance under the Agreement.

C. Suspension or Termination of Grant Assistance

1. In accordance 2 CFR 200.340 and 200.341 and 200.343, suspension or termination of CDBG Grant assistance may occur according to the Default provision in subsection D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner.

2. If Grantee fails to correct the substandard performance within thirty (30) days after receiving written notice from DHCD, suspension or termination of this Agreement will be initiated.

3. In accordance with 2 CFR 200.340(a), suspension or termination of Grant assistance may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

Subject to any applicable notice requirement and right to cure, the occurrence of any of the following shall constitute an event of default:

1. Failure to comply with any of the CDBG Program rules, regulations or provisions referred to in this Agreement, or such other Federal or District statutes, regulations, executive orders, District of Columbia mayoral orders, HUD rulings, policies or directives applicable to this Grant:

2. Failure to comply with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement.
3. Substandard performance by the Grantee or any of its agents under this Agreement, as determined in the sole and reasonable discretion of DHCD; or
4. Improper use of funds provided under this Agreement.

A determination of default shall be made in the sole and reasonable discretion of DHCD.

E. Remedies for Default

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of a written notice to the Grantee, Grantor may take one or more of the following actions, as determined in its sole discretion:

1. Terminate and suspend further disbursement of any remaining Grant assistance.
2. Disallow all or part of the cost of the activity or action that is not in compliance with this Agreement.
3. Wholly or partially suspend or terminate the current Grant award; or
4. Take other legal remedies that may be available.

F. Termination for Convenience

The Grant may be suspended or terminated on the basis of convenience as provided in 2 CFR 200.340(a).

G. Reversion to DHCD of Grant Assistance

1. Upon default by the Grantee under the terms of subsection D above, which has not been cured, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request the following:

i. Any Grant funds in its possession (whether or not committed),
ii. Any accounts receivable attributable to the use of Grant funds; and
iii. The portion of any income directly generated by (or the prorated proportion of) Grant funds for the activities described in this Agreement.

2. Upon final completion of the projects and activities for which CDBG funds have been provided by DHCD, expiration of the term of this Agreement, cancellation, or determination of this Agreement, the Grantee shall transfer any unspent, excess or surplus CDBG Grant funds, to include accounts receivable attributable to the use of the CDBG funds.

H. Grantor Non-Waiver

DHCD's delay or failure to act with respect to a breach by the Grantee does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section XIII. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, and 2 CFR Part 200, as deemed applicable by the Grantor. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Fund Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Organizational Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter arising from this Grant Agreement.

D. Cancellation Ceiling

In the event of cancellation of the Grant because of non-appropriation of funds for a specific fiscal year, there shall be a cancellation ceiling of zero dollars.

E. Anti-Deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, Grantor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code§ 47.105. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-Deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section XI. of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements.
2. Performing technical evaluations as required.
3. Interpreting the Statement of Work and other language in the Grant.
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with the District and other laws and regulations applicable to the Grant.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

Marian Siegel
Executive Director
Housing Counseling Services, Inc.
2410 17th Street, NW
Washington DC 20009
(202) 667-7006
mariansiegel@housingetc.org www.housingetc.org

H. Misuse of Grant Funds

Any alleged fraud, waste, abuse or mismanagement of Grant funds shall be immediately reported to the Grantor and the District of Columbia Office of the Inspector General ("OIG"). The OIG may be reached at (202) 724-TIPS (8477) and (800) 521-1639 or at oig.dc.gov

I. Nonassignability

Grantee will not sell, assign, pledge or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

Section XIV. Insurance

A. The Grantee shall obtain at least the minimum insurance coverage set forth in this Section XIV. and Exhibit H prior to the Effective Date and keep such insurance in force, as may be applicable, throughout the Grant period of performance.

B. Fidelity Bond: The Grantee must procure Fidelity Bond coverage in an amount equivalent to the total Grant budget. Pursuant to 2 CFR Part 200, Fidelity Bond coverage is required to protect the District's interest in the dollar amount of the Grant. Should Grantee be unable to procure a Fidelity Bond, Grantee shall submit proof that it has obtained general liability insurance that covers internal employee criminal activity or directors' and officers' liability insurance.

Section XV. Records Retention/Access

A. Records Retention

The Grantee shall retain all records demonstrating compliance with CDBG requirements and that are pertinent to this Grant for no less than five (5) years from Close-out of this Grant Agreement, including any extension thereof made in accordance with Section XVI. [Option to Extend] and including but not limited to Close-Out in IDIS of any HUD requirements. See Exhibit 5.1 in this link: https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-5.pdf

B. Extension of Retention Period

Notwithstanding the foregoing retention requirement in paragraph A above, if any litigation, claim, HUD monitoring or audit is initiated before the expiration of the retention period, records shall be retained for a period of not less than four (4) additional years following completion of the actions and resolution of all proceedings (e.g. litigation, claim, HUD monitoring or audit) involving the records.

C. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility, progress and achievement toward program goals and secure such records in a manner subject to applicable privacy laws. Such data may include, but is not limited to, client name, address, income level, case notes, correspondence and a description of service(s) provided. The Grantee shall use software which is HUD compliant to maintain client records. The Grantee shall transmit client records and files in a manner that is compliant with HUD's Personally Identifiable Information (PII) requirements.

D. Access to Records

All Grantee books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Grant funds shall be made available to the Department, HUD, its designee, representatives of the Inspector General of the District of Columbia or the Office of the DC Auditor at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.

E. National Objectives

The Grantee agrees to maintain documentation that demonstrates that the activities carried out with CDBG funds provided under this Grant meet the CDBG national objective of benefiting low- and moderate-income persons, as defined in 24 CFR part 570.208.

F. Copyright

If this Agreement results in any copyrightable material or inventions, DHCD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Section XVI. Federal and District Public Policy Requirements

Grantee shall fully comply with the following Federal and District policy requirements, as deemed applicable by Grantor:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federal-assisted and federal conducted programs and activities .

C. The requirements of Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

D. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.-) and implementing regulations at 24 CFR I part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

E. The requirements of Executive Order 11246, as amended by Executive Orders 11375. 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

F. The Conflict of Interest provisions of Federal and District laws strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of Federal funds to comply with 2 CFR 200.317 to 200.327 and

any sections of Title of 24 the Code of Federal Regulations concerning CDBG funding which are more restrictive than the Uniform Guidance Code for use of CDBG funds. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within (fifteen) 15 business days of execution of the Grant Agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict-of-Interest declarations to be executed by each employee and board member.

G. The Hatch Act. Chapter 15 of Title V. United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

H. The National Environmental Policy Act or other legislation implemented by 24 CFR part 58.

I. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement as Exhibit F.

J. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991H FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.

2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any grant,

or the entering into any extension. continuation. renewal, amendment of modification of any grant.

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and

c. He or she will include the language of the certification in all sub- grant awards at any tier and require that all recipients of sub-grant awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this Grant imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure, as the applicable grant shall so provide.

K. The Americans with Disabilities Act of 1990 (ADA) - Notwithstanding anything contained herein to the contrary, during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

L. The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are applicable pertaining to economic opportunities for low and very low-income persons. 24 CFR part 135.

M. First Source Program - Contractors and subcontractors of a government-assisted Project totaling $300,000 or more must comply with the District's goals for the recruitment, referral and placement of District residents. See D.C. Law 5-93, as amended, D.C. Official Code§ 2-219.01 et seq.

Section XVII. Close-Out Provisions

Activities and tasks during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor, and determining the custodianship of records (which shall remain the responsibility of the Grantee unless a determination is made otherwise). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over District appropriated funds and the record retention period, whichever is longest. Grantee shall submit the following items within the time frames indicated in this Section after completion of Grant activities or expiration or termination of this Agreement.

1. All activities are eligible, were completed and met a national objective.
2. All grant funds were expended in full, or all remaining funds are to be returned to Grantor.
3. All reporting requirements were completed and submitted (except for the final report that is submitted during the closeout process).
4. Any special conditions were met; and
5. All deficiencies or corrective actions affecting the Grant were resolved.

A. Grant Close-Out Report

The Grantee shall submit to the Grantor a Grantee's Close-Out Report ("Report") within ninety (90) days after expiration of the Grant term, termination of the Grant, or final payment for activities under this Agreement, whichever occurs later. This Report, at a minimum, shall include a narrative of the Grantee's completed tasks based on the activities, performance measures and goals set forth in the Statement of Work. The Report shall be completed using a form provided by the Grantor. The Grantee shall provide any information or data Grantor requests for Close-Out. In the Grantor's sole discretion, the reporting provided during the term of this Agreement may be accepted in lieu of the Grantee's Close-Out Report if those reports contain all information required in this section.

B. Documentation of Expenses

Within ninety (90) days after the expiration of the Grant, the Grantee shall provide to Grantor documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses.

C. Equipment Inventory

The Grantee shall submit to Grantor a list of all furniture, fixtures, equipment and vehicles purchased with Grant funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with 2 CFR Part 200.

D. Audit

The Grantee shall submit an audit or financial statement, as applicable, and as provided in Sections IX and X. of this Agreement.

E. Transfer of Records

Grantee shall, within ninety (90) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

F. Grantee's Obligations

The Grantee's obligations to DHCD remain in effect through the period of record retention as stated in Section XV.

Section XVIII. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion, and if legally permitted, extend the term of the Grant no more than two (2) times for one-year terms, or any fraction of one year, or multiple successive fractions thereof.

B. Grantor will endeavor to provide Grantee a preliminary written notice of its intent to extend at least thirty (30) days before the end of the Grant Term. The preliminary notice does not commit the District to an extension or authorize additional Grant funds to Grantee.

C. Any extension of this Grant is contingent upon the appropriation of funds for the applicable time period. However, the availability of funds shall not obligate the District to extend the Grant.

Section XIX. Total Agreement

The Grant Agreement, including specifically incorporated documents (to include the approved Statement of Work, the Work Plan, the approved Budget and the Grant attachments) constitute

the total and entire agreement between the Parties. Grantee understands and agrees to comply with the incorporated references contained in this Agreement and all applicable District and Federal laws and regulations.

Section XX. Applicable Law.

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia, unless otherwise controlled by federal law. In any proceeding relating to this Grant Agreement, each of Grantor and Grantee, hereby irrevocably submits to the jurisdiction of the Courts of the District of Columbia for the purposes of any suit, action or proceeding arising out of or relating to this Grant or transactions contemplated hereby.

Section XXI. Severability.

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XXII. Amendment.

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Grant activities, or the amounts specified in the Budget without the prior written approval of Grantor. The Grantee may request in writing approval of any proposed change to the Statement of Work or Workplan or the amounts specified in the eligible cost categories of the Budget and shall provide adequate supporting information and a revised budget along with its request. All such requests must be signed and dated.

Section XXIII. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or fully, by the Department.

1. The written or printed materials must include the authorized DHCD logo.

2. Written or printed materials include, but are not limited to, newspaper, radio and television announcements or advertisements, websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.
4. Grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to Grantee.
5. Grantee must provide copies of all marketing materials, brochures, flyers and other materials that publicize grant-funded activities to Grantor via email at dhcd.occo@dc.gov

Grantee shall publicize, as appropriate, to its constituency through social media, print, and online postings, DHCD communications and events that are related to Grant supported activities.

Section XXIV. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code§ 2-531 *et seq.* provides for the disclosure of public information. Specifically, the law provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Official Code § 2-1701 (13).

This serves as your Notification that information /documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code§ 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXV. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, homeless status, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Sexual harassment is a form of sexual discrimination which is prohibited by the Act and Mayor's Order 2023-131 (Updated District Government Sexual Harassment Policy, Guidance, and Procedures), which is attached hereto as Exhibit I.

The prohibition against workplace sexual harassment extends to third parties doing business with or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies. By executing this Agreement, Grantee affirms that it will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1 I 00 et seq. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated.

Section XXVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addresses:

NOTICE TO GRANTEE:

Housing Counseling Services, Inc.
2410 17th Street, Suite 100
Washington DC 20009
Attn: Marian Siegel (Executive)

NOTICE TO GRANTOR:

D.C. Department of Housing and Community Development
Community Services
1909 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
Attn: Director

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTOR SIGNATOR PAGE]

DISTRICT OF COLUMBIA, a municipal Corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Colleen Green
Director

Legal Review:

Julia Wiley
Office of the General Counsel
Department of Housing and Community Development

3/13/25
Date

[Signatures continue on the next page]

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTEE SIGNATURE PAGE]

HOUSING COUNSELING SERVICES INC.
a District of Columbia non-profit corporation

Marian Siegel
Executive Director

3/17/2025
Date

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit A Services to be Provided

- Statement of Work
- Section 3.2 Services (from the FY25 RFA)
- Workplan as approved by the Grantor

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education and training services to support DHCD's housing programs and initiatives, and to promote compliance with District housing regulations. All of the services are intended to empower potential homeowners, actual homeowners, and tenants for the purpose of preserving of affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership; (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached workplan and performance measures. Marketing and outreach for the services provided is a activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of these service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling; (b)the Grantee's additional knowledge of the individual and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and it shall be maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow up and conduct a final assessment of the impact of the services provided. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for HPAP/EAHP/NEAHP
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program

A6: Income Certification for PADD Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B13: Technical Assistance for Coop and Condo Associations

CATEGORY C: TENANTS AND TENANT GROUPS
C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

SECTION 3: PROGRAMMATIC REQUIREMENTS

3.1 Eligibility for Federal Funding

The services in this RFA will be conducted through grant agreements using Federal funds (Community Development Block Grant (CDBG) and, as available, some District Funds. The Department will provide a full informational briefing to the awarded grantee(s) about the grant funding source's ongoing administrative and programmatic requirements. Whether grants awarded under this RFA are funded locally or with federal funds, all grants will be managed to the higher standards and requirements whether Federal or District.

Federal regulations have established national objectives requiring all CDBG-funded activities beneficiaries to be at least 51% low- and moderate-income persons or households. The national objective is achieved through "limited clientele benefit"—that is, by verifying the incomes of each beneficiary of the services provided. The applicant must demonstrate that it has the capacity and the intention to verify the household incomes of beneficiaries to meet the national objective of providing benefits to 51% of low- and moderate-income persons.

Client income certification is also an important element of ongoing program activity for many DHCD housing programs. (See Section 3) Applicants should review in detail the federal income requirements for programs, activities, and grantee (sub-recipient) eligibility under the Community Development Block Grant program regulations at 24 CFR 570. 200-210,

- https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-570/subpart-C?toc=1

and HUD Housing Counseling Program Regulations: 24 CFR Part 214,

ps://www.ecfr.gov/current/title-24/subtitle-B/chapter-II/subchapter-B/part-214?toc=1

3.2 Housing Services: Description of Housing Programs and Services

Please Note: Specifications and programmatic requirements may change from time to time during the award period at the discretion of the Department.

The following describes seventeen services in the Housing Counseling Program. These constitute the services for which the Department is seeking Applicants to provide services to DC residents. Applicants should select at least one service for which they are applying; however, the Applicant may select more than one. The Department is not obligated by the Applicant's selection to make an award. Applicants are responsible to demonstrate their capacity in their application to provide the services for which they have applied. Capacity includes staffing patterns including qualifications and experience, other funding resources, case management systems and programmatic activities. Historical data can also be considered in demonstration of organizational capacity. Applicants should be aware of Legal Citations noted throughout this section as well as the references to the Code of Federal Regulations (CFR).

Category A: HOMEOWNERSHIP

A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program
A6: Income Certification for the Property Acquisition and Disposition Division (PADD) Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY

B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B12: Legal Services for Seniors and/or Coop & Condo Associations
B13: Technical Assistance for Coop and Condo Associations
B14: Technical Assistance for Owners of Small Rental Properties

CATEGORY C: TENANTS AND TENANT GROUPS

C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

Each particular service has specific requirements described in the following pages. Applicants are expected to utilize this guidance in the performance of these services.

CATEGORY A: HOMEOWNERSHIP

Legal Citations Governing Program Area in Category A

Applicants to provide services in Category 1 should review in detail the following legal citations governing the District's homeownership programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for homeownership pursuant to the relevant citations.

- Home Purchase Assistance Program: DC Code 42-2601 and 14 DCMR, Chapter 25
- Employer-Assisted Housing Program: DC Code 42-2501 and 14 DCMR, Chapter 36
- Inclusionary Zoning: Legislation Pending, Bill 17 586, 17-618, 17-619

A1: HUD Housing Counseling
This activity is open to applicant organizations which are HUD approved employing one or more HUD certified counselor(s). Such counseling is often (but not exclusively) in the pursuit of homeownership or credit repair and improvement or to improve their housing condition.

Grantees of this service should be familiar with 24 CFR 5.100 and with 24 CFR 214.

Housing counseling is independent expert advice provided by a HUD certified housing counselor (24 CFR Part 214) customized to the needs of the client. It is aimed at addressing housing barriers and providing support to the client to achieve their housing goals. This counseling service must include: (1) intake (2) financial and housing affordability analysis (3) an action plan[2] and (4) follow-up counseling to implement the action plan and achieve its stated goals *(24 CFR 5.100).*

The action plan should identify the steps needed for the client to achieve his/her housing goals. These actionable steps include, but are not limited to, review of the client's credit report with explanations of its meaning and items that impact (or may improve) the credit score, creation of a budget and methodologies to track one's income and spending, debt reduction planning, and savings planning. Follow-up should track the client's progress toward the goals of the action plan. Other programs and services including group educational opportunities may complement the one-on-one counseling with a certified counselor. Counselors, therefore, may appropriately make referrals to programs and services as well as to group educational activities that support and implement the goals of the action plan.

Counseling organizations are required to maintain case files including items 1-4 above as stated in 24 CFR 5.100. It is critical that files with records and case notes be kept in such a way that if a client's counselor is no longer available, either temporarily or permanently, another certified counselor in the organization can understand based on the file the client's circumstances, action plan, progress and where the client is in achieving his/her housing goals.

Organizations providing this service should have working experience with credit counseling and repair, with consumer credit bureaus and consumer credit laws. Ideally, they should be familiar with creditor tactics, liens, judgments, repossessions, and other obstacles to credit improvement.

It is critical for the counseling organization to make efforts to keep the client engaged in the counseling process and such attempts and outreach should be documented in the case file.

In accordance with HUD requirements, counseling organizations may close files if a client does not respond to outreach efforts over 60 days. The last outreach attempt should document that the file will be closed as of a specific date if nothing further is heard from the client. If the client should return to client after the 60 days, a new file should be opened.

[2] Except for reverse mortgage counseling.

Post-purchase follow-up

a) Grantees must continue their counseling relationship with customers once they become homeowners. This follow-up should continue for a period of time after purchase to ensure the homeowner's housing stability.
b) Grantees may make use of post-purchase programs using either their own programming or making referrals to other Grantees who provide such programming (*e.g.* B1 General Home Management and B2 Foreclosure Counseling).
c) If problems arise, it will be the grantee's responsibility to address them quickly as time is of the essence, and to address them as efficiently as possible. Where the District's investment is involved, counseling should include ways to protect the DC investment.
d) When working with clients who have an HPAP deferment period ending, Grantees must provide dedicated counseling services to those borrowers. In particular, grantees will be asked to make an updated assessment of each borrower's financial status regarding the appropriateness of continued deferment.
e) Potential delinquency, or foreclosure prevention, counseling will be provided to any borrower who is experiencing difficulty.
f) If problems continue with these loan clients, this counseling will become a home preservation activity.

A2 8-Hour Homebuyer Education Class (HBE)

This activity is open to applicant organizations which are HUD approved counseling organizations employing one or more Hud certified counselors.

The Department seeks HUD Approved organizations to provide the 8-Hour Homebuyer Class. This is in support of the Department's many programs for which the 8-Hour Homebuyer Class is a requirement, and also for other DC residents who seek to take this class in preparation for homeownership and for their knowledge.

Organizations should take as a serious obligation to conduct this class with knowledge staff (HUD certified counselors). The class is conducted in a traditional in-person setting or in a virtual online setting.

Those who successfully attend and complete the class should be provided with a DHCD certification (in the format approved by the Department) indicating their completion of the class and dated appropriately. Monthly attendance and award of certificates should be reported to the Department monthly. The class should be presented frequently enough to meet programmatic needs of DHCD programs. Class dates should be provided to the Department for inclusion on the DHCD calendar. Presentations should be given by staff, not outside speakers. Grantees are welcome to collaborate in the conduct of these classes.

A3: Intake for DC Homebuyer Programs (HPAP/EAHP/NEAHP)

The Home Purchase Assistance Program (HPAP) is the primary DHCD program for first-time homebuyers. HPAP provides interest-free loans that include closing cost assistance to eligible applicants. Under this program, homebuyers may have the opportunity to purchase houses,

condominiums, or cooperative units in the District. DHCD has additional homeownership programs which are associated with HPAP, and which are targeted to specific populations or geographic areas or may meet specific home buyer needs.

The satellite programs are:

(1) The Employee Assisted Housing Program (EAHP) provides assistance to District of Columbia Government employees, who are first-time homebuyers in the District; and

(2) The Negotiated Employee Assistance Home Purchase Program (NEAHP) provides down payment and closing cost assistance to certain District of Columbia Government employees whose position is covered by specific union collective bargaining agreements.

Wherever the acronym "HPAP" is used, the same applies to the EAHP and NEAHP programs.

Prior to HPAP Application

Clients interested in HPAP assistance who have a pre-approval from a lender, should be assisted with making an application to the HPAP as expeditiously as possible. Those without a pre-approval letter from a lender are required to engage in HUD Housing Counseling (see A1 above) in order that they have the benefit of credit counseling and homeownership preparation. The action plan should include the actionable steps needed to ensure success as a homeowner and to achieve a pre-approval letter from a lender. Once a pre-approval letter has been obtained, the client with the Grantee's assistance should proceed to making their application to HPAP.

Application Process

For grantee organizations, this relationship management function includes working with first-time homebuyers throughout the homeownership application, preparation, purchase, and post-purchase process. Counseling will be focused on low- and moderate-income populations.

Once HUD credit counseling is completed the HPAP process includes:

(Optional) Applicant organizations may conduct pre-purchase seminars which include information and requirements of the HPAP programs. A DHCD Certification should be provided to attendees and recorded with DHCD.

Application Intake includes document collection of those documents needed. These should be collected in person or by means of a secure portal. Email is not considered a secure means for transmission of information which could be used for identity theft or other criminal activity. Drop-off at a staff office to an employee is acceptable.

Once the application package is complete, the organization submits to the appropriate HPAP administrator.

Homebuyer Education (8-hour class) (A DHCD Certification should be provided to 8-hour Homebuyer Education attendees and recorded with DHCD.)

Post-Purchase follow-up (Records of those follow-ups should be maintained by the organization. See Post-purchase in Service A1)

Organizations will be responsible for: (1) the application process, which includes delivery of completed applications to the HPAP Administrators; (2) completion of the application form itself and collection of all required supporting documentation, and (3) maintaining performance and reporting data, and databases as needed by the Department.

A4: Inclusionary Zoning Orientations

Introduction to IZ/ADU Programs:

The District's Inclusionary Zoning (IZ) Program requires a certain percentage of units in a new residential development, or a substantial rehabilitation that expands an existing building, be set aside as affordable units. The goals of this program are to increase the supply of affordable housing for low- and moderate-income households, to support the creation of mixed-income communities, to prevent rising home prices from driving out low- and moderate-income residents, and to leverage the expertise and capacity of the private market to develop affordable housing.

Affordable Dwelling Units (ADUs) are defined as for-sale and for-rent homes that are locally restricted for occupancy by households whose income falls within a certain range and are generally offered at a below-market rate. ADUs are generally produced in exchange for zoning relief, tax incentives, public financing, and/or the right to purchase or lease District-owned land. Specific ADU provisions, such as the affordability period, income limits, and resale restrictions, are set out in deeds, covenants, land disposition agreements, ADU administration plans and other originating documents.

ADU provisions have historically varied from project to project, as each is a result of a unique negotiation or project approval. However, ADU restrictions are becoming more standardized and more similar to standard IZ requirements.

Organization roles and responsibilities:
Provide mandatory IZ Orientation. The department's PowerPoint presentation must be utilized. Presentation and answers to participants' questions must conform to agency guidelines.

DHCD seeks organizations which will provide programmatic rental and homeownership counseling services in support of both of the above programs. Information about these

programs is available through DC Housing Search https://www.dchousingsearch.org , counselors will be required to utilize DC Housing Search, and train potential customers in how to search for affordable housing through DC Housing Search.

Grantees will be required to become familiar with the program requirements and procedures, as required by DHCD. In the last few fiscal years, the IZ program has produced approximately 400 new affordable units each year.

Orientation:
In particular, organizations are required to conduct IZ Orientations to help residents to be familiar with all programmatic requirements for the IZ program.

Organizations must conduct and coordinate this mandatory orientation session in a traditional and virtual classroom settings. They must provide interested applicants/residents with the relevant terms of the program, including next steps and other information as required by DHCD.
DHCD currently provides standard slides and certificate templates to use for this orientation and will provide training to grantees.

Completion of this orientation class is mandatory before an individual may register for the IZ program and individuals must renew registration every two (2) years to remain on the IZ registration list.

The class must be conducted at least monthly beginning within 30 days after the grantee's application is approved. Coordination of this class will include publishing upcoming class dates, accepting reservations via phone, email, or other method, allowing walk-ins if space is available, providing attendees with a certificate of completion (in a format approved by DHCD) upon completion of the class and providing at least monthly attendee data to DHCD. It will also include ensuring that attendees receive all required training materials, and shall be presented by grantee staff, not outside speakers.

Grantees must train program participants in the terms and specifics of the IZ and ADU Programs (training guidance will be provided by DHCD) and provide additional pre and post homebuyer education training.

Grantees must also provide data to DHCD on a regular basis as determined and requested by DHCD, including but not limited to the names and contact details for individuals who have received a DHCD certificate and the number of attendees at IZ orientations.

A5: Income Certifications for the IZ/ADU Units Programs

The agency seeks two organizations to provide income certifications for participants in the Inclusionary Zoning and Affordable Dwelling Units programs. Income certifications are expected to be conducted under a uniform process prescribed by DHCD and following HUD Part 5. DHCD has established requirements for approving Certifying Entities, including

specific IZ and ADU training.

Grantees are expected to become Certifying Entities pursuant to DHCD requirements. Grantee organizations will be required to ensure that program participants understand that income and occupancy restrictions apply to their IZ units and ADUs. Grantees will also be expected to complete income certifications for newly selected households and for renewing tenants. Grantees will be working closely with individuals, property management/leasing staff, sales agents and DHCD. DHCD will provide the necessary forms and procedures, but Grantees will collect the necessary paperwork from individuals and complete the income and household size verification process. Upon successful certifications, Grantees will notify DHCD and the sales/leasing staff.

Such restrictions may include but would not be limited to: (1) the specific affordability period, (2) conditions for, or prohibitions against, subleasing, and (3) resale restrictions. Ongoing outreach and assistance to occupants of IZ units and ADU is required in the areas of programmatic requirements and homeownership counseling.

A6: Income Certification for PADD Applicants

The Property Acquisition and Disposition Division (PADD) encourages vacant and/or abandoned property owners to rehabilitate and/or occupy their properties. PADD acquires vacant, abandoned, and deteriorated properties through negotiated friendly sale, eminent domain, donation, or tax sale foreclosure, when owners are unwilling or unable to maintain their properties. PADD also disposes of properties in inventory by selling them to individuals or developers to be rehabilitated into high-quality affordable and market-rate single-family and/ or multi-family for-sale or rental housing in District neighborhoods.

For DHCD, the activities of this Division create affordable homeownership and rental opportunities for low- and moderate-income households. Grantees must counsel these households as they qualify for and occupy these new homeownership and rental units. DHCD seeks one or more organizations which will provide counseling or training services for affordable units made available through PADD.

Because PADD units are not produced through a traditional homebuyer program, an intensive marketing and outreach effort to our target population will be required of grantees. Counseling services will also involve conducting income certifications and re-certifications for purposes of admission and continuing participation in this program. Income certifications are expected to be conducted under a uniform process prescribed by the Department. For PADD, grantees must ensure that program participants understand that income, or occupancy, restrictions apply to their unit. Such restrictions may include but would not be limited to: (1) the specific affordability period; (2) conditions for, or prohibitions against, subleasing; (3) potential rent increases; and (4) resale restrictions. The specific unit covenant

terms will be communicated to stakeholders by the Department, but grantees must facilitate communication with stakeholders.

A7: Public Services: General Coaching and Information

Public Services may be undertaken by Applicants which have not yet obtained HUD Approval and may not employ a HUD certified housing counselors. (HUD Approved organizations who are applying for A1 or A2 do not need to apply for this service, since they are able to provide these Public Service activities in connection with their other lines of services.

These activities are frequent but not exclusively in a group setting. These may be virtual or in-person, as long as an in-person option is provided. Grantees may utilize Homebuyer Clubs as an effective tool for keeping clients engaged in homebuyer preparation when a long-term period is needed for better positioning to be a first-time buyer.

They may include group trainings on understanding credit and credit reports and involve savings programs.

Public service staff are required to train clients to utilize available tools, such as DC Housing Search https://www.dchousingsearch.org to locate affordable housing for sale and for rent.

CATEGORY B: COUNSELING AND TRAINING FOR HOME PRESERVATION

B8: General Home Management (Post-Purchase Non-Delinquent)

Post-purchase counseling is essential for Homeowners who have purchased their homes, are not delinquent in their mortgage payments and would like to remain successful by creating a realistic financial plan to avoid financial pitfalls and protect and retain their homeownership. Post-purchase counseling is essential to understand local post-purchase behavior, especially low-moderate income homeowners, that can be supported by education and supportive programs to ensure recent homeowners understand what to do in the event of hardships. Organizations that provide post-purchase counseling sessions and education workshops will ensure their topics consist of the following:

1. Prepare a maintenance plan for major household systems and repair strategies.
2. Emergency preparedness plan to assist client in case of disaster.
3. Understand consequences of not paying taxes, HOA payments or community assessments.
4. Explain the benefits of establishing an emergency fund and retirement or tax-incentivized accounts.
5. Provide knowledge of home improvement financing options like HELOCs and give counsel on how to apply for additional financing to renovate property.

6. Access the client's understanding of the process of refinancing the home and incurring more debt.

This counseling activity may include, but not be limited to, appliance warranty disputes, contractor disputes, disputes with mortgagors, will and estate issues, including transfer-on-death deeds, etc. In this service, grantees must serve as advisor-educators and are prohibited from giving legal advice. Grantee activities should focus on low—and moderate-income populations.

B9: Foreclosure Counseling

Homeowners who are delinquent in loan payments (as well as those in danger of delinquency) need to know what options are available to them. Similarly, those in foreclosure need to know their options and resources that may assist them, especially if available legal services are available.

Organizations are required to provide foreclosure prevention counseling that helps homeowners at risk understand the foreclosure process in Washington, DC, determine their legal rights and identify options to avoid foreclosure.
Organizations will assist struggling homeowners with loss mitigation, communicate with mortgage servicers and provide services such as the following:

1. Provide advice and coaching to assist clients with creating a budget based on financial goals. Assess the current financial situation and develop short and long-term strategies to reduce expenses and debt to achieve client goals.
2. Explain loss mitigation. Explain the requirements of a loss mitigation package and evaluate the client's loss mitigation options for FHA and non-FHA loans.
3. Provide examples of mortgage default scams and ways to avoid being a victim.
4. Explain the consequences and costs associated with a foreclosure, short sale, or deed-in-lieu.
5. Explain the foreclosure timeline and devise a plan if the client is unable to stay in the home and assist the client in mortgage default recovery. Demonstrate the impact of a mortgage default.
6. Work with displaced residents seeking referrals for housing.

Grantees work with homeowners who are delinquent in their mortgage payments, or who are in foreclosure, or in post-foreclosure. These counseling services are also offered to owners of multi-family properties, and ownership associations. This counseling serves as a central element of DHCD's overall foreclosure prevention strategy.

It is critical to address the District's foreclosure crisis. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Grantees also work with the Department of Insurance Securities and Banking (DISB) to protect clients against scam operations that prey upon residents who are subject to foreclosure. Grantee organizations extract data for outreach and targeting efforts from the Office of the Recorder of Deeds, which provides a listing of all official foreclosures in the

District on a weekly basis. DHCD seeks one or more organizations that will provide foreclosure counseling services which include, but may not be limited to, all of the above-described foreclosure prevention activities.

For grantees, this counseling function means working with troubled homeowners, utilizing all foreclosure prevention or mitigation tools available, and if necessary, working with customers throughout their foreclosure or post-foreclosure process. Grantees must provide full assistance and advice to troubled homeowners. Grantees will be responsible for: (1) assessing the homeowner's circumstances, (2) educating the homeowner about the full implications of mortgage delinquency and foreclosure (3) exploring and providing options of action for the homeowner (4) providing tools or alternative support that may further assist the homeowner (5) developing and executing a best action plan for either saving the home or undertaking the best course for the homeowner, and (6) tracking the results of their counseling efforts. In addition, grantees will provide ongoing performance and reporting data and databases maintained.

Post-Foreclosure Counseling: It is critical that grantees continue their counseling relationship with customers, even if the home cannot be saved. Grantees must follow up with troubled homeowners for a period of time after any action plan has been executed. If the home has not been saved, counseling should be made available, and if necessary, referral to other needed services. If the home has been saved, counseling follow-up is also necessary to ensure that the ongoing action plan is being properly implemented. If more problems arise, it will be the grantee's responsibility to address them as quickly and as efficiently as possible.

With the passage of the Saving DC Homes from Foreclosure Emergency Amendment Act of 2010, troubled or delinquent District homeowners have the right to engage in mediation prior to foreclosure. As a result, DHCD requires grantees to provide counseling related to this mediation process.

Grantees must be familiar with the Law, its regulations, and the mediation process which has been implemented by the Mediation Administrator at the DC Department of Insurance, Securities, and Banking. Grantees must educate troubled homeowners in the decision factors related to mediation election, and, if necessary, prepare them for mediation. In some cases, counselors may be asked to accompany, or represent, troubled homeowners in the mediation process. Grantees must ensure that all customers who elect mediation complete and submit proper documentation in a timely manner. Grantees must ensure that the best interests of troubled borrowers are protected throughout the mediation process. Finally, DHCD expects grantees to follow-up after the mediation process is complete to ensure that any final mediation agreement is properly implemented.

B10: Eviction Counseling

Applicants who have HUD certified counselors or NeighborWorks America foreclosure certified counselors may offer this service. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Training should also include knowledge of laws and legal procedures governing eviction.

Eviction has long created housing instability for renters, and especially among low- and moderate-income households. For those at the lower end of the economic scale, eviction has caused not only housing instability but also employment insecurity and homelessness. Studies have shown that lack of access to legal representation has resulted in markedly different and detrimental outcomes as compared to renters who have legal representation. After legal representation, the next most effective range of services includes alternative dispute resolution (or mediation), knowledge and guidance in court navigation, and effective management of legal and tenant-landlord documents. In addition to housing instability, eviction also has credit impact for the tenant.

It is critical to provide those in danger of eviction with counseling to make informed decisions. This includes access whenever possible access to legal services. Also, appropriate training includes information about tenants' rights and obligations, the credit impact of eviction, use of payment plan agreements, understanding of court processes and procedures, and access to alternatives to court procedures. When tenancy is lost, counseling for housing alternatives is needed and a path forward to credit repair.

B11: Single-Family Residential Rehabilitation Program

The Single-Family Residential Rehabilitation Program (SFRRP) administers grants to District homeowners for roof repairs and for modifications to eliminate barriers to accessibility for persons with mobility or other physical impairments. Projects approved for SFRRP require a covenant on the property to protect the District's funding of the project.
DHCD seeks one or more organizations which will provide application intake services to SFRRP applicants throughout the grant process.

> **Mandatory Counselor Intake Training:** Grantees for this line of service are required to attend training with the SFRRP team in September to be introduced to updated aspects of the SFRRP for FY25. It is critical that the grantee have a solid understanding of the updated program and the requirements for applications. Therefore, the September training is mandatory for SFRRP intake counselors.
>
> **Application Period:** Applications for SFRRP will only be taken between October 1, 2024, and December 31, 2024. To be considered applications during this period must be complete. Lack of required documentation or information will not "hold a place" in the program if not provided before the December 31, 2024. The Department at its sole discretion reserves the right to close the program prior to the deadline if funding is depleted or no longer available.

Information Session for Applicants: The Department will provide Grantees with a PowerPoint presentation outlining the program and its requirements. Intake counselors are required to use this presentation with all potential applicants either in a group sessions (such as an Orientation) or in a one-on-one session with the potential applicant.

Grantee's and Counselor's Responsibilities: (1) use the Department PowerPoint presentation to present the program to potential applicants, answering questions from residents interested in the program; (2) complete the application document and collection of **all required** supporting documentation *(incomplete applications will not be accepted)*; (3) post-application and post-grant support; and (4) providing performance and reporting data as required.

45 Day Period: It is critical that no application be uploaded in the SFRRP portal unless it is complete with all required documents and intake form completed. If an incomplete application is uploaded in the portal, the SFRRP staff will notify the counselor and the applicant that the application cannot be accepted. The notification state that what is complete and state the **applicant has 45 days** to provide the requested information including documents. After 45 days if the application remains incomplete, the application will be closed as incomplete for funding.

Application Portal: Counselors will need to provide their name and contact information (e.g. email) when uploading in case SFRRP program staff need to follow up.

Legal Citations Governing Program Area for Category B:

Applicants to provide any service in Category B should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

- Lead Safe Washington 24 CFR, Part 35, 24 CFR, Part 85.37, Section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992
- Single Family Rehabilitation 14 DCMR, Chapter 28 First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
- Saving DC Homes from Foreclosure Emergency Amendment Act of 2010 (DC Act 18-635; 57 DCR 12404)

B12: Legal Services for Homeowners and/or Coop & Condo Associations

The Department seeks organizations to provide legal services to provide one or both of the services noted below. Grantees will conduct outreach to low- and moderate-income populations in need of these services.

- Legal Services to Seniors
  Seniors who are homeowners can be assisted by the Applicant to have legal services to assist Seniors to avoid housing instability or the loss of ownership of their home. In addition to their own attorney staff, Applicants may seek *pro bono* services from other members of the Bar.

- Legal Services to Coop-Condo Associations
  Legal services may be provided to Cooperatives and/or Condominiums ("Associations") to ensure housing stability. If Associations have problems in areas of legal entity status, required legal or financial filings, compliance issues, risk management concerns, board and member training, best legal practices, and collection of association fees (to name of few), such issues may threaten the member's housing stability, and the owners' (or members') investment in their properties. Selected applicants will provide legal services to Associations in low- and moderate-income census blocks to mitigate these concerns, to preserve housing stability of owners and to ensure well-functioning Associations and Boards.

B13: Technical Assistance for Coop and Condo Associations

The Department seeks one or more organizations to provide technical assistance to Associations. The situation many Associations may face is a need for training in best practices of Association management. Training in best practices and frequently encountered problem situations may be offered by the grantee not only to the Association Board but also to the owners in the Association. Association boards and their member owners frequently face issues of association fees not being paid, lack of income to fund reserves, special projects that would require a special assessment, and decisions of taking court action or being the defendant in a court action. These are just a few of the legal issues which may arise for the Association, in addition to the more routine matters of by-laws and required legal documents for the operation of the Association.

B14: Technical Assistance for Landlords of Small Rental Properties

Landlords of small rental properties face enormous challenges. They frequently lack the staff and the resources of large multi-family properties to deal with the many details of operations and asset management. Small unit properties cannot readily absorb mistakes or challenges.

In a ten-unit property, one vacancy is a 10% vacancy rate, while one unit in a 100-unit property is 1% vacancy rate. Yet, small unit properties are often the affordable renter properties. To preserve this housing stock as an affordable option, DHCD seeks grantees to provide Technical Support to Owners of Small Unit Properties (of 30 units or less).

Services can be provided through group training as well as through one-on-one counseling. Like many small business owners, owners can often benefit from a better understanding of accounting practices and financial statements (balance sheet, income statement, cash flow report). Knowledge of financing options is another common to many business owners. Topics such as these are particularly suitable to the needs of owners.

1. **Property Management Software**: Landlords often need help selecting and implementing property management software to track rent payments, maintenance requests, tenant information, and other critical operational data.

2. **Legal Compliance**: Guidance on navigating complex local, state, and federal housing laws and regulations related to fair housing, security deposits, evictions, and other landlord-tenant issues.

3. **Financial Management**: Guidance with accounting, tax preparation, and financial planning specific to rental property ownership and operations.

4. **Maintenance and Repairs**: Access to vetted contractors, tradespeople, and service providers to handle property maintenance, repairs, and upgrades in a timely and cost-effective manner.

5. **Tenant Screening and Selection**: Guidance and best practices with tenant screening processes, background checks, and selecting responsible renters to minimize vacancies and evictions.

6. **Marketing and Leasing**: Help with listing vacant units, advertising, showing properties, and executing leases to keep units occupied.

7. **Emergency Response**: Guidance on developing emergency plans and protocols to address unexpected events like natural disasters, property damage, or tenant issues.

8. **Asset Management Issues**: The ratios and metrics of asset management for multi-family properties provide a helpful guide to best practices. For example: Many landlords are unaware of the effect that certain metrics have in their properties. Slow "Make-Ready" times, refers to the length of time it takes to prepare an apartment to be shown to prospective tenants. Similarly, "turn time" refers to the times it takes to find a renter and receive the first month's rent. Slow turn times are also a drain on resources. When there are slow "make ready" and slow "turn times" the combined effect can be detrimental for the property's future. High turn-over rates among renters is another draw on the income. Other issues and topics include: What to do when you have a tenant who is not paying rent? What are the alternatives to eviction? How do the Court work? Are there pre-eviction resources? What legal services are available to the owner?

CATEGORY C: TENANTS AND TENANT GROUPS: SERVICES RELATIVE TO Tenants Opportunity to Purchase Act, Rental Conversion and Sale Division, and Rental Accommodations Division

The DC Tenants Opportunity to Purchase Act (TOPA) seeks to protect tenants and tenant groups from displacement due to sale of the property. The law allows tenants to purchase their apartment building. Tenants have the choice of maintaining the apartments for rent or converting to cooperatives or condominiums. DHCD seeks to preserve affordable housing in the District and limit displacement of low- and moderate-income households. For groups that choose coop or condo conversion, this provides a path to homeownership.

DHCD provides both financial assistance and technical assistance, as well as specialized organizational and development services, for tenant groups who are pursuing the purchase of their apartment buildings. Through DHCD's Development Finance Division, organized tenant associations may be provided with seed money, earnest money deposits, and acquisition and/or rehabilitation assistance. After acquisition and rehabilitation, DHCD also provides ongoing Board training and property management support to the newly formed cooperative or condominium Boards.

C15: TOPA: Pre-purchase Training

DHCD seeks one or more organizations which will provide pre-acquisition organizational and developmental counseling and training to tenant groups or tenant associations in support of their intent to purchase their building. These tenant groups must be preliminarily qualified as eligible for DHCD's Tenant Purchase Technical Assistance program. Grantees must provide the following services to tenant groups:

a) establishment of a tenant association.
b) selection and appropriate training of Board members.
c) training of captains (court, building and floor).
d) training in roles and functions of committee members; (5) training tenant groups in detail about the building purchase process.
e) training tenant associations in property management techniques.
f) provide training to the tenant association on each type of ownership; and conducting surveys of tenant associations to determine the appropriate form of ownership for their building (cooperative or condominium).

It is critical that Grantees in this service maintain an outreach to educate and inform low- and moderate-income tenants about their rights and opportunities provided by TOPA. Grantees are encouraged to make this a central aspects of their marketing plan, and to create

opportunities as well as avail themselves of opportunities to participate in educational outlets to reach tenants. Collaboration with other Grantees in this or similar service lines is encouraged. Grantees should participate in DHCD when and as those opportunities for outreach are available.

While training the tenant association, the grantee must be able to prepare and submit appropriate documentation required in the purchase process, including but not limited to tenant profiles and feasibility analyses, response to Notice of Sale of Building, preliminary development, acquisition, and rehabilitation plans, and operational plans.

The grantees must have skill and experience in negotiating the lease or purchase of the building. In addition, grantees must assist tenant groups in procurement related to the development, purchase, and rehabilitation process, including but not limited to attorneys, architects, engineers, financial and developmental consultants, private developers, appraisers, and property managers.

C16: TOPA: Post-Purchase Training

DHCD seeks one or more organizations which will provide ongoing post-acquisition counseling services which include property management and Board training for properties which have been purchased and/or rehabilitated with financial assistance from the DHCD Development Finance Division's First Right Purchase program. Generally, these are multi-family properties that have been purchased through limited equity cooperative agreements or condominium purchases. Therefore, non-profit Board training and development skill and/or experience, as well as multi-family property management skills are critical to providing effective counseling services. Services to be provided under this activity may include, but are not limited to:

a) establishing standards of evaluation for each participant's financial status and leadership capacity.
b) conducting annual management reviews of all Boards, oversee election and
c) training of new Board members.
d) assisting in the establishment of appropriate arrangements with required service providers such as exterminators, garbage collectors, landscapers, etc.
e) assisting in capital management planning and a stabilization plan for rehabilitation and/or refinancing.
f) tracking property vacancies and reviewing new applications for membership.
g) establishing and reviewing membership guidelines.
h) technical assistance in accounting, budgeting, and the preparation of financial statements for long-term financial viability.
i) providing Board of Directors with training as appropriate; and

j) other required management and support duties. Grantees will assist the condominium or cooperative in developing a budget for the overall management and carrying costs of the property.

Grantees will assist the Board and membership in all aspects of management, such as completion of the audit, Fair Housing issues, required individual, property, and Board insurance, taxes, the role of Board officers, evaluation of monthly financial performance, training on lender compliance, i.e. loan payments, income requirements. DHCD will likely negotiate assignment of specific properties to grantees for this service.

Legal Citations Governing Program Area in Category C:

Applicants to provide any service in Category C should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
Tenant Purchase Technical Assistance Program DC Code 42-3404.02
Rental Housing Conversion and Sale Act of 1980, as amended (DC Code 42-3401.01 et. seq.) (Also known as the Tenant Opportunity to Purchase Act or "TOPA")

C17: Services for Tenants and Tenant Organizations
(in partnership with Housing Regulation Administration, Rental Accommodation Division, Rental Conversion and Sale Division).

Activities under this service will supplement and enhance the services provided by DHCD's Housing Regulation Administration (HRA), which includes the Rental Accommodations Division (RAD) and the Rental Conversion and Sale Division (CASD).

RAD administers the Rental Housing Act of 1985 (D.C. Official Code § 42-3501.01 et seq.) which regulates residential rental housing registration and the rent stabilization program (commonly known as rent control). RAD oversees rent adjustment procedures, processes notices to vacate, reviews tenant petitions prior to adjudication by the Office of Administrative Hearings and adjudicates most types of landlord petitions. RAD also proposes rules and regulations for administration of the Rental Housing Act for review and publication by the Rental Housing Commission.

CASD administers the Rental Housing Conversion and Sale Act of 1980 (D.C. Official Code § 42- 3401.01 et seq.) which regulates the sale or transfer of ownership interests under the

Tenant Opportunity to Purchase Act of 1980 (TOPA) (D.C. Official Code § 42-3401.01 et seq.), the conversion of use of rental housing to condominium or cooperative ownership and residential condominium formation and registration under the Condominium Act of 1976 (D.C. Official Code § 42-1901.01 et seq.). Further, CASD administers a Housing Assistance Payment program (HAP), under which tenants may be eligible for rent assistance if they are displaced due to the conversion of use of their apartment building to condominium or cooperative ownership.

CASD also proposes rules and regulations for administration of the Rental Housing Conversion and Sale Act of 1980.

DHCD seeks one or more organizations which will support RAD and CASD operations by providing counseling and tenant education services to tenants and tenant groups. Grantees must provide counseling and training assistance to tenants and tenant organizations regarding the District's rental housing laws and tenant and landlord rights and responsibilities.

For CASD, grantee organizations must provide counseling and training concerning: (1) tenants' TOPA rights when a landlord intends to sell, demolish, or discontinue rental housing use; (2) transfers of rental housing ownership or economic interests; (3) assisting tenants or tenant organizations in exercising their right to purchase; (4) informing tenants or tenant organizations relating to partner-investors and assigning TOPA rights; (5) conversion of use from rental housing to condominium or cooperative ownership by tenant elections, or conversion in lieu of tenant elections; (6) the Housing Assistance Payment program and relocation assistance; (7) tenant organization formation, incorporation, and registration; (8) protections for elderly or disabled tenants; (9) coercive or retaliatory activities; (10) tenant rights when rental housing is in foreclosure; (11) notices of intent to convert use from rental housing to condominium or cooperative ownership; and (12) relocation counseling for displaced tenants.

For RAD, service providers must demonstrate the ability to counsel and train tenants and tenant organizations on rent control provisions including properties that are regulated by or exempted/excluded from rent stabilization under the Rental Housing Act:

1) petition- based and annual rent increases.
2) executing and filing tenant petitions.
3) responding to landlord petitions.
4) protections for elderly and disabled tenants.
5) RAD's conciliation services.
6) notices to vacate and eviction procedures.
7) disclosures to tenants.
8) changes and decreases in services and facilities.

9) learning about and securing enforcement of housing condition regulations.
10) security deposits.
11) understanding lease provisions.
12) rent increases if a property is not under rent control.
13) appealing decisions of the Rent Administrator or the Office of Administrative Hearings; and
14) relocation counseling for displaced tenants. Note: Advocacy on behalf of tenant groups, or tenant rights assignees– including, but not limited to, legal advice or advocacy on tenants or tenant organizations' behalf in negotiations with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators, and not as advocacy groups. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns, or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a grantee is to ensure that tenants understand all available options.

Direct Counseling to Tenants and Tenant Groups: tenant counseling services will be designed to educate tenants in privately-owned properties about their legal rights and opportunities. This service is to be provided to tenants and tenant groups which are not subject to foreclosure and have not selected to exercise their Opportunity to Purchase Rights and/or Right of First Refusal under TOPA. It also includes providing other services and tenant education, which may not fall into the categories of services outlined above, such as eviction counseling, relocation counseling, apartment search, or apartment management.

DHCD seeks one or more organizations with the capacity to bring a range of resources to prevent involuntary displacement and to provide opportunities for continued affordable rental housing. Grantees must provide counseling services to tenants and tenant groups which include, but are not limited to: (1) outreach to tenant groups upon notice of one-year potential for subsidy expiration; (2) technical assistance in negotiations between owners and HUD relative to the renewal of federal subsidy contracts; (3) counseling for tenants in buildings where the subsidy will be lost and the tenant(s) must move; (4) counseling for tenants who are behind in their rent on best-action options; and (5) appropriately referring tenants who are in landlord/tenant disputes to all available resources. Grantees must also conduct research using the many databases and research tools available to identify properties that have a critical need for counseling assistance, including but not limited to DCHousingsearch.org. Note: Advocacy on behalf of tenant groups or tenants' rights assignee –including, but not limited to, legal advice or advocacy on tenants or tenant organizations behalf in negotiations

with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators and not as tenant advocates. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a prospective grantee is to ensure that tenants understand all available options.

Additional Legal Citations Governing Programs in Category C.

Applicants to provide any service in this Category and should review in detail the legal citations governing DHCD's rental accommodation functions:
(1) the Rental Housing Act of 1985, D.C. Official Code § 42-3501 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapters 38-44.
(2) the Rental Housing Conversion and Sale Act of 1980, D.C. Official Code § 42-3401 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapter 47.
(3) the Condominium Act of 1976, D.C.

Official Code § 42-1901 et seq.; (4) D.C. Official Code § 42-1901 et seq.; (5) the First Right to Purchase Program, title 14 of the District of Columbia Municipal Regulation, chapter 2700; and (6) Housing Conditions, Title 14 of the District of Columbia Municipal Regulations, Chapters 1-15. Submission of an application relevant to these services presumes that the applicant intends to meet all requirements to provide counseling to tenants and tenant groups pursuant to these above referenced citations.

3.3 Geographic Distribution of Services

The Department's decision to select one or more grantees to provide services will be influenced by the potential geographical distribution of service among the qualified applications received. Applicants can designate their proposed service areas in the District based on their by-laws, Board policies, etc. However, the Department reserves the right to designate any service areas it deems appropriate or necessary in making awards and negotiating grant terms. In reviewing the applicant pool, the Department's priority will be to ensure that excellent affordable housing counseling and training services are provided to all low- and moderate-income citizens of the District of Columbia. The Department will seek to bring parity in the quality of all housing services provided for all areas of the District through the award and ongoing management of these grants.

3.4 Marketing and Outreach

Marketing Plan to be submitted: Marketing and outreach are critical aspects of the grant's work. Grantees' efforts ensure these programs and services' success and desired impact. No Grantee or service is exempt from this requirement. Applicants must submit a detailed marketing and outreach plan for the services they are applying for. The plan should be detailed and not assume an understanding that has not been stated. Marketing should be included in the proposed budget and work plan.

DHCD will review and approve the marketing plan. In accordance with agency policy, marketing activities should highlight partnerships with and funding by DHCD.

Aspects of Marketing and Outreach to be considered:

- Continuous and consistent marketing and outreach are essential to achieving these services' objectives and maximizing public awareness of DHCD housing programs.
- Because of DHCD's diverse target population, grantees must utilize various marketing tools.
- Grantees are responsible for distributing DHCD program materials at community forums, public events, homeownership meetings, and fairs. Marketing and outreach may include but are not limited to, websites, email blasts, blogs, listservs, Twitter, Facebook, YouTube, Hope Hotline, flyers, door-to-door visits, community meetings, use of cable television (Channel 16), and public service announcements.

Coordinated with the Department: The grantee's marketing and outreach must be coordinated with DHCD. Grantees are expected to continually assess the success and impact of their marketing efforts to identify the most effective and efficient ways of reaching low– and moderate-income populations.

Participation in Department Marketing Activities: As required by DHCD, Grantees must participate in public activities and events related to housing opportunities. These may include but are not limited to tabling at events, participating in panel discussions, and providing speakers to groups, agencies, or organizations that request them.

DHCD Acknowledgement: Grantees must always acknowledge such housing assistance activities as Department of Housing and Community Development programs in any distributed print or electronic materials. DHCD must approve all such materials before distribution.

Use of DHCD Logo: All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or entirely, by the Department.

1. The written or printed materials must include the authorized DHCD logo.
2. Written or printed materials include, but are not limited to, newspaper, radio, and television announcements or advertisements. Websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.

4. The grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to the Grantee.
5. The grantee must provide copies of all marketing materials, brochures, flyers, and other materials that publicize grant-funded activities to the Grantor via email at dhcd.occo@dc.gov
6. The grantee shall publicize as appropriate to its constituency through social media, print, and online postings, DHCD communications, and events related to Grant-supported activities.

Diversity and Language Access in Marketing: Grantees must demonstrate the capability to effectively serve and communicate with the District's various non-English speaking and special needs populations. This means that marketing and outreach materials must be made available in multiple languages and media based on the needs of those populations. The grantee must demonstrate its intent and capability to comply with the District's Language Access Law. In addition, grantees must demonstrate the availability of appropriate staffing to ensure compliance with the District's Language Access Law.

3.5 Focus Areas and Neighborhood Revitalization Strategy Areas (NRSA)

DHCD has identified specific areas of the District as "Focus Areas." These Areas represent areas where the District has invested in funding to create and preserve affordable housing. Focus Areas follow main routes through the District and their associated neighborhoods. In many cases, business owners are centered on these major routes, while resident services will be seen as more appropriate for those in the communities. Applicants must ensure services are delivered to low- and moderate-income households or areas as part of their program (Housing Services, Small Business Technical Assistance, Façade Improvement). This is a CDBG requirement.

- For Housing Counseling applicants, these Focus Areas should be used to plan outreach activities to inform residents of their services.
- For SBTA and Façade grantees, the Focus Areas define the geographical areas of the District in which they will provide services. In this latter case, the Focus Areas define not only their outreach area but also their service area.

NRSAs Targeting East of the River

The Department obtained the HUD designation for the Neighborhood Revitalization Strategy Area (NRSA) for the Focus Areas in Wards 7 and 8. DHCD has designated areas of Historic Anacostia in the city's Southeast and Far Northeast communities as Neighborhood Revitalization Strategy Areas (NRSAs). This designation will allow the city to target Community Development Block Grant (CDBG) funding that supports economic and community revitalization efforts. These include Martin Luther King Jr Avenue, Marion Barry Avenue, Minnesota Avenue, and Benning Road. However, all areas of Ward 7 and Ward 8 remain the focus of the grantee's work and outreach.

For communities outside of the NRSA areas, DHCD has designated Focus Areas throughout the District. Applicants are encouraged to partner with other community-based organizations. This collaboration can include cross-disciplinary collaboration. For example, a Façade grantee may partner with an SBTA grantee to provide business owners various services encompassing both disciplines. Housing service grantees may partner to promote or provide services one grantee offers, but another may not. The key to collaboration is an outlook of being partners, not competitors.

The following is a list of the Focus Areas and some of their associated neighborhoods. The outreach plans can include other nearby neighborhoods, mindful of the low-income requirements. Each applicant is asked to select one or more Focus Areas for their application. Please note that this is a minimum, and applicants may choose more than three. Applicants will be asked to provide reporting on outreach activities.

The following is a list of the Focus Areas outreach plans, mindful of the low and income requirements.

Focus Areas/Neighborhoods

- **16th St NW Corridor** near the intersection with Havard St NW (Columbia Heights) in Ward 1
- **Georgia Ave and New Hampshire Ave NW Corridor** (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- **Rhode Island Ave and South Dakota Ave NE Corridor** (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 4 and Ward 5
- **M Street and South Capitol Streets SW Corridor** (Greenleaf and Waterfront) in Ward 6
- **Benning Road and Florida Ave NE Corridor** (NoMa/Ivy City/Trinidad) in Ward 5 and Ward 6
- **Minnesota Ave and Benning Rd NE Corridor** (Benning, Greenway) in Ward 7
- **Pennsylvania Ave and Minnesota Aves SE Corridor** (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- **East Capitol and Benning Rd Corridor** (Capitol View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- **Marion Barry Ave and Martin Luther King Aves SE Corridor** (Historic Anacostia, Fairlawn, Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- **Marion Barry Ave and Alabama Aves Corridor** (Skyland, Woodland, Garfield Heights) in Ward 8
- **Martin Luther King Ave and Alabama Ave Corridor** (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- **South Capital St and Chesapeake St SE Corridor** (Bellevue, Washington Highlands) in Ward 8

FY25 Housing Counseling Services Workplan

Organization Name:
Grant Number:

Performance Period: 2/1/2025 to 01/31/2025

HA Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	HUDA Ward 7 & 8 MI Services	Total
A1	HUD Housing Counseling	10	Number of First Time Homebuyers Purchasing Homes	Public Service or NRSA	$48,000.00	$140,784.44	$0.00	$188,784.44
A1		500	Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		700	Number of 1:1 Counseling Sessions (Budget & Credit)					
A1		300	Number of unduplicated households					
A1		400	Number of 1:1 Homebuyer Counseling Sessions					
A1		200	Number of unduplicated households					
A2	8-Hour Homebuyer Class	8	Number of 8-hour Homebuyer Educations Classes	Public Service or NRSA	$45,000.00	$0.00	$0.00	$45,000.00
A2		250	Number of Attendees of 8-hour Homebuyer Classes					
A2		250	Number of DHCD Certificates issued					
A3	HPAP (EAHP/HELAHP) (NPS ONLY)	60	Number of HPAP Pre Purchase Orientations conducted	Non-Public Service or NRSA	$56,000.00	$115,000.00	$0.00	$171,000.00
A3		500	Number of Attendees at HPAP Orientations					
A3		50	Number of Files submitted to HPAP Administrators					
A3		150	Number of 1:1 HPAP Counseling Sessions					
A3		50	Number of unduplicated households					
A4	IZ/ADU Orientations	40	Number of IZ Orientations Conducted	Public Service or NRSA	$60,810.56	$0.00	$0.00	$60,810.56
A4		800	Number of Attendees at IZ Orientations					
A4		800	Number of DHCD Certificates issued					
A5	IZ/ADU Income Certifications	600	Number of IZ/ADU Income Certifications completed	Public Service or NRSA	$415,000.00	$0.00	$0.00	$415,000.00
A6	PADD	6	Number of PADD group training/coaching	Public Service or NRSA	$29,000.00	$0.00	$0.00	$29,000.00
A6		85	Number of Attendees at PADD group training					
A6		0	Number of 1:1 PADD sessions (if applicable)					
A6		5	Number of unduplicated households receiving 1:1 PADD sessions					
A6		5	Number of PADD Income Certifications					
A7	General Housing Services & Information (Group Training)	8	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)	Public Service or NRSA	$24,000.00	$0.00	$65,000.00	$89,000.00
A7		70	Number of Attendees at Financial Literacy Trainings					
A7		0	Number of Homebuyer Clubs Meetings					
A7		0	Total of Attendees at Homebuyer Club Meetings					
A7		0	Number of group trainings or workshops not reported in other categories					
A7		0	Number of Attendees at group trainings or workshops not reported in other categories					
B10	Eviction Counseling	15	Number of Eviction workshops	Public Service or NRSA	$46,000.00	$59,405.00	$70,000.00	$175,405.00
B10		200	Number of Attendees at Eviction workshops					
B10		270	1:1 Eviction Counseling					
B10		90	Unduplicated households 1:1 Eviction Counseling					
B10		40	Number referred to Attorney(s) for Legal Services					
B10		0	Number of 1:1 Attorney Consultations (Law Firm Subrecipients Only)					
B10		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecipients Only)					
B10		50	Number Evictions Prevented					
B11	SFRR	8	Number of SFRAP Orientations conducted (required)	Public Service or NRSA	$25,000.00		$15,000.00	$40,000.00
B11		12	Number of 1:1 Intake sessions					
B11		12	Number of unduplicated households					
B11		6	Number of complete applications submitted in SFRAP Portal					
B12	Legal Services for Seniors, Coops and Condos (Law Firm Subrecipients Only)	0	Senior households receiving legal services	Public Service or NRSA				$0.00
B12		0	Coop Associations receiving legal services					
B12		0	Condo Associations receiving legal services					
B12		0	Number of Pro Bono Legal Services Recruited and Retained					
B12		0	Number of Trainings for Law Firms (Trainings)					
B12		0	Number of Attendees at Trainings for Law Firms (Attendees)					
B12		0	Number of new partnerships initiated					
B12		0	Total Number of Trainings to and work with Pro Bono Provided					
B12		0	Number of outreach presentations conducted					
B12		0	Number of outreach activities conducted					
B12		0	Number of Senior Households that received Legal Counsel or Consultation					
B12		0	Number of Senior Households that received Legal Representation					
B12		0	# of clients helped with Schedule H					
B12		0	# of clients helped with life planning docs					
B12		0	# pro bono attorneys engaged in housing-related matters					
B12		0	# veterans receiving legal counsel/advice					
B13	Technical Assistance for Co-Ops and Condo Associations	10	Number of Co-Op Associations receiving Technical Assistance					
B13	Coops	6	Number of Action Plans written for Co-Op Associations					
B13	Coops	0	Number of Successful Outcomes for Co-Op Associations					

B13	Coops	8	Number of Asset Management Improvement Services Provided for Co-Op	Public Service or NRSA	$25,000.00		$45,000.00	$70,000.00
B13	Coops	0	Number of Asset Management Tactical Support Services Provided to Co-Op					
B13	Coops	10	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Legal Assistant Services provided to Distressed Co-Op Associations					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	10	Number of Organization Sustainability Tactical Support Services Provided to Co-Ops					
B13	Coops	5	Number of Ownership Education Sessions provided to different ownership models including shared equity					
B13	Coops	0	Number of Relocation Plans completed and accepted for Co-Ops					
B13	Coops	6	Numbers of Trainings on Board Operations Governance & Management to Co-ops					
B13	Coops	20	Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management					
B13	Coops	0	Number of written Asset Management & Sustainability Plans for Co-Ops					
B13	Condos	10	Number of Condo Associations receiving Technical Assistance					
B13	Condos	6	Number of Action Plans written for Condo Associations					
B13	Condos	10	Number of Successful Outcomes for Condo Associations					
B13	Condos	6	Number of Asset Management Improvement Services Provided for Condo					
B13	Condos	0	Number of Annual Survey of Clients (prospective) to gauge success and appropriate methodologies completed for Condo					
B13	Condos	10	Number of Asset Management Tactical Support Services Provided to Condo					
B13	Condos	0	Number of Legal Assistant Services provided to Distressed Condo Associations					
B13	Condos	0	Number of Consultative Services Provided to Condo Associations and Clients					
B13	Condos	10	Number of Organization Sustainability Tactical Support Services Provided to Condo Associations					
B13	Condos	5	Number of Relocation Plans completed and accepted for Condo Associations					
B13	Condos	0	Numbers of Trainings on Board Operations Governance & Management to condo associations					
B13	Condos	10	Number of written Asset Management & Sustainability Plans for Condo Associations					
B13	Coops and Condos	6	Number of Annual Survey of Clients (prospective) to gauge success and appropriate methodologies completed					
B13	Coops and Condos	0	Number of Agreements (Coops and Condos) retained to private/ nonprofit Law Firm					
B13	Coops and Condos	0	Numbers of Trainings on Development including Relocation and Construction Management					
B14	Technical Assistance for Small Apartment Owners (25 units and less)	0	Number of Inquiries Received	Public Service or NRSA				$0.00
B14		0	Number of Owners/Managers receiving Services					
B14		0	Number of Action Plans Written					
B14		0	Number of Action Plans Implemented/Completed					
B14		0	Number of Owners/Managers needing Asset Management Guidance					
B8	General Home Management (Post Purchase Non-Delinquent)	0	Number of Homeownership Preservation Workshops	Public Service or NRSA	$22,000.00		$28,000.00	$50,000.00
B8		0	Number of Attendees at Homeownership Preservation Workshops					
B8		0	Number of Post-Purchase Workshops (not including Homeownership Preservation)					
B8		0	Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation					
B8		40	Number of 1:1 Post-Purchase Counseling Sessions					
B8		10	Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions					
B9	Foreclosure Counseling	4	Number of Foreclosure Workshops	Public Service or NRSA	$12,000.00			$12,000.00
B9		6	Number of Attendees at Foreclosure Workshops					
B9		1700	Number of 1:1 Foreclosure Counseling Sessions					
B9		400	Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions					
B9		0	Number of 1:1 Attorney Consultations (Law Firm Subrecipients Only)					
B9		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecipients Only)					
B9		50	Number referred to Attorney(s) for Legal Services					
B9		300	Number of Foreclosures Prevented					
C15	TOPA Pre-Purchase Counseling & Training	160	Number of TOPA Meetings with Tenant Association	Public Service or NRSA	$105,000.00		$267,000.00	$372,000.00
C15		1700	Number of Attendees at TOPA Meetings					
C15		40	Number of TOPA Training Workshops to Tenants					
C15		200	Number of Attendees at TOPA Training Workshops					
C16	TOPA Post-Purchase Counseling & Training	25	Number of TOPA Post Purchase Training Workshops	Public Service or NRSA	$30,000.00		$65,000.00	$95,000.00
C16		300	Number of Attendees at TOPA Post Purchase Workshops					
C16		250	Number of unduplicated households					
C16		0	Number of one on one counseling sessions					
C16		0	Number of group training/coaching					
C17	Tenant Counseling for HPA - Rental Accomodation Division	0	Number of unduplicated households	Public Service or NRSA	$50,000.00		$80,000.00	$130,000.00
C17		0	Number of one on one counseling sessions					
C17		50	Number of group training/coaching					
C17		400	Number of Attendees at group training/coaching					
Marketing	MARKETING AND OUTREACH	12	Housing Fairs	Public Service or NRSA	$20,000.00		$35,000.00	$54,000.00
Marketing		10	Other Tabling Events					
Marketing		10000	Flyers Distributed					
Marketing		700	Social Media Posts (Facebook, LinkedIn, Instagram)					
Marketing		250000	Mailings					
Marketing		0	Paid Advertising (display ads in print)					
Marketing		1	Other					

Marketing			Other					
	TOTALS	272543			$1,624,516.55	$213,189.44	$679,608.60	$2,015,890.59

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit B Budget

- Schedules A (3-1) and A (3-2) for the First Performance Period

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	3/1/2025 - 9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	COMMUNITY BASED
WARD (if applicable):	
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$ 1,683,989.00	$ -	$ 1,683,989.00
Consultants	$ 10,000.00	$ -	$ 10,000.00
Space	$ 117,880.00	$ -	$ 117,880.00
Utilities	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Consumables	$ -	$ -	$ -
Marketing & Outreach	$ -	$ -	$ -
Training	$ 1,500.00	$ -	$ 1,500.00
IT Services & Support	$ -	$ -	$ -
Travel	$ 1,500.00	$ -	$ 1,500.00
Equipment	$ -	$ -	$ -
	$ -	$ -	$ -
Total Direct Cost	$ 1,814,869.00	$ -	$ 1,814,869.00
Total Indirect Costs (De Minimis Cost Rate 10%)	$ 195,131.00	$ -	$ 195,131.00
Total Costs	$ 2,010,000.00	$ -	$ 2,010,000.00

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM
Budget Form A (3-2): Personnel Information

Rev. 08/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	3/1/2025 - 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
Personnel Subtotals		$ 3,384,000.00				$ 1,403,324.00

Fringe Benefits (Max 20%)	$ 280,665.00
Total NBAP Grant Personnel Costs	$ 1,683,989.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	3/1/2025 - 9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	PUBLIC SERVICES
WARD (if applicable):	
c	Housing Counseling

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$ 853,254.00	$ -	$ 853,254.00
Consultants	$ 10,000.00	$ -	$ 10,000.00
Space	$ 59,728.00	$ -	$ 59,728.00
Utilities	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Consumables	$ -	$ -	$ -
Marketing & Outreach	$ -	$ -	$ -
Training	$ 1,500.00	$ -	$ 1,500.00
IT Services & Support	$ -	$ -	$ -
Travel	$ 1,500.00	$ -	$ 1,500.00
Equipment	$ -	$ -	$ -
	$ -	$ -	$ -
Total Direct Cost	$ 925,982.00	$ -	$ 925,982.00
Total Indirect Costs (De Minimis Cost Rate 10%)	$ 98,828.56	$ -	$ 98,828.56
Total Costs	$ 1,024,810.56	$ -	$ 1,024,810.56

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	3/1/2025 - 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
Personnel Subtotals		$ 3,384,000.00				$ 711,045.00

Fringe Benefits (Max 20%)	$ 142,209.00
Total NBAP Grant Personnel Costs	$ 853,254.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	3/1/2025 - 9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (If applicable):	NON PUBLIC SERVICES
WARD (if applicable):	
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$ 266,011.00	$ -	$ 266,011.00
Consultants	$ -	$ -	$ -
Space	$ 18,621.00	$ -	$ 18,621.00
Utilities	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Consumables	$ -	$ -	$ -
Marketing & Outreach	$ -	$ -	$ -
Training	$ -	$ -	$ -
IT Services & Support	$ -	$ -	$ -
Travel	$ -	$ -	$ -
Equipment	$ -	$ -	$ -
	$ -	$ -	$ -
Total Direct Cost	$ 284,632.00	$ -	$ 284,632.00
Total Indirect Costs (De Minimis Cost Rate 10%)	$ 30,557.00	$ -	$ 30,557.00
Total Costs	$ 315,189.00	$ -	$ 315,189.00

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/16/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	3/1/2025 - 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
Personnel Subtotals		$ 3,384,000.00				$ 221,676.00

Fringe Benefits (Max 20%)	$ 44,335.00
Total NBAP Grant Personnel Costs	$ 266,011.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	3/1/2025 - 9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	NRSA WARD 7-8
WARD (if applicable):	7, 8
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$ 564,724.00	$ -	$ 564,724.00
Consultants	$ -	$ -	$ -
Space	$ 39,531.00	$ -	$ 39,531.00
Utilities	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Consumables	$ -	$ -	$ -
Marketing & Outreach	$ -	$ -	$ -
Training	$ -	$ -	$ -
IT Services & Support	$ -	$ -	$ -
Travel	$ -	$ -	$ -
Equipment	$ -	$ -	$ -
	$ -	$ -	$ -
Total Direct Cost	$ 604,255.00	$ -	$ 604,255.00
Total Indirect Costs (De Minimis Cost Rate 10%)	$ 65,745.44	$ -	$ 65,745.44
Total Costs	$ 670,000.44	$ -	$ 670,000.44

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM
Budget Form A (3-2): Personnel Information

Rev. 08/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	3/1/2025 - 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
Personnel Subtotals		$3,459,000.00				$470,603.00

Fringe Benefits (Max 20%)	$94,121.00
Total NBAP Grant Personnel Costs	$564,724.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

Exhibit C Required Reporting

- Monthly Performance Report
- Monthly Report of Group Trainings
- Monthly Report on Outreach and Marketing Activities
- Monthly Reporting of Special Activities
- Monthly Reporting of changes in personnel relative to grant work and payroll
- Quarterly Beneficiary Data
- Quarterly Language Access Report
- Quarterly Data Report

DC Department of Housing and Community Development

Deadline 00/00/0000

FY25 RFA: Housing Services

SHOW PROGRAM OVERVIEW SHOW PROGRAM REQUIREMENTS

SHOW SECTION 3.2 - HOUSING SERVICES: DESCRIPTION OF HOUSING PROGRAMS AND SERVICES SHOW LIBRARY

HIDE ZOOMGRANTS HELP SHOW ATTACHMENTS 1

ZoomGrants Help [hide this]

Creating a New Application to Submit
The 'Saving' screen is still flashing...now what?
Missed Deadline FAQs
Invite Collaborators to Work on Application

Applicant View

Application Status: Not Submitted

Basic Information Part I and II Application Narrative Questions Budget Organizational and Financial Capacity

Required Attachments Activity Log

Report **OVERDUE** Report Totals

Ask a Report Question

(answers are saved automatically when you move to another field)

Instructions Show/Hide

As in the past, Performance Reporting is divided into three sections:

- **Workplan Metrics** (numbers only),
- **Accomplishment Narrative** (Text Boxes), and
- **Various uploads** (spreadsheets usually).

This data is extremely important. Reports can affect performance goals and funding. Your reports are used to report to the City Administrator, the Mayor (including DMPED) and to the District Council and its Committee on Housing. Where uploads are required, **use excel files or Word files.** This will allow your information to be uploaded into the database and reported to District leaders.

For **Workplan Metrics,** use only numbers or leave it blank. **Letters such as N/A are to be avoided.** This will make your report impossible to be uploaded in the DHCD database and will require your corrections. Only numbers zero (0) and above can be used. If a metric is left blank, it will be treated as a zero.

In the **Accomplishment Narrative,** text boxes are provided to provide statements of activities or the information requested. In the first Report, please answer Question 22 (Points of Contact) with all points of contact for the areas mentioned. Thereafter in subsequent months, if there are no changes, it is okay to say, "No Changes". The same is true for Question 21 (staffing). Please answer Question 23 (Success Stories), Question 24 (Good News), Question 25 (Other DC agencies and initiatives). Question 26 is important. Remember the RFA asked applicants to align outreach to the Focus Areas mentioned on pages 33 and 34 of the RFA. Mentioning specific Focus Areas in the narrative for Q26 is helpful.

The **Document Upload** section is where excel spreadsheets (usually, sometimes Word Documents) are uploaded. **PDFs cannot be uploaded into database.** [The District of Columbia is fortunate to have many DC Based Programs such as HPAP, IZ/ADU, PADD, SFRRP, TOPA, HRA/RAD related activities, as well as direct services to tenants and tenant groups, and services to Condo/Coop Associations. DHCD staff need monthly reporting in order to better do their work and respond to the needs of DC citizens. These reports are shared directly with the appropriate program manager.]

There three areas of your activities will be reported on a monthly basis to help us meet our HUD and DC Government requirements and the needs of DC residents.

Reporting for Fiscal Year 2025 will begin with Report # 1. The end of Government's fiscal year (9/30/2025) will conclude with Report # 10 and the close-out of FY25 Purchase Orders. The complete schedule is below for the monthly report.

Other Reporting: Beneficiary Data and Language Access

Other reports are also required. These include **Beneficiary Report** and **Language Access Report.** These two reports are required on a quarterly basis. These reports will not be answered within ZoomGrants. The Office of Program Monitoring will provide the spreadsheets to use for these quarterly reports. Please see your Grant Agreement for additional information about the monthly and quarterly reports. Please note, the Beneficiary Report corresponds to the sources and uses of your Grant Agreement. A separate Beneficiary Report is needed for each type of funding awarded: Public Service (PS), Non-Public Service (NPS) and NRSA Wards 7 & 8 PS and NPS.

These quarterly reports will be due:

Oct/Nov/Dec 2/24/2025

Jan/Feb/March 4/10/2025

April/May/June 7/10/2025

July/August/Sept 10/10/2025

Please note we cannot extend these deadlines since they are HUD's deadlines and not in our control. Please submit your report on schedule.

Please remember HUD views reporting and reimbursement requests as inseparable and therefore to be coordinated at the same time. Please avoid not filing on the deadline.

Monthly Reporting on Performance and Accomplishments

Report Number Period Covers Due Date

Report Number	Period Covers	Due Date	Notes
Report 1	FY25 Q1 (Oct/Nov/Dec)	03/03/2025	
Report 2	January	03/03/2025	
Report 3	February	03/10/2025	
Report 4	March	04/10/2025	
Report 5	April	05/10/2025	
Report 6	May	06/10/2025	
Report 7	June	07/10/2025	
Report 8	July	08/10/2025	
Report 9	August	09/10/2025	
Report 10	September	10/10/2025	

In ZoomGrants reporting, there are data questions. Please enter only a whole number. If a particular question doesn't apply to your statement of work and workplan, please enter zero. The narrative questions also require a response. If there is nothing to report in the narrative, please enter a statement such as "No changes" or "Not applicable".

Report 1: **3/3/2025** Report 2: **3/3/2025** Report 3: 3/10/2025 Report 4: 4/10/2025 Report 5: 5/10/2025

Report 6: 6/10/2025 Report 7: 7/10/2025 Report 8: 8/10/2025 Report 9: 9/10/2025 Report 10: 10/10/2025

Report 1: 3/3/2025

This report is OVERDUE. Submit Report 1

Agency

This is a branching question. The system will remove questions that do not apply to you based on your answer to Question #1.

Please disregard the number sequencing.

1. Identify Your Agency Name

This is a branching question. Only the questions that apply to your agency will appear.

- ○ CARECEN-Central American Resource Center
- ○ Centro de Apoyo Familar

- ○ Greater Washington Urban League, Inc.
- ○ Housing Counseling Services
- ○ Latino Economic Development Corporation of Washington DC
- ○ Legal Counsel for the Elderly
- ○ Lydia's House in Southeast, Inc.
- ○ Manna, Inc.
- ○ Marshall Heights Community Development Organization, Inc.
- ○ Mi Casa
- ○ Neighborhood Legal Services Program of the District of Columbia
- ○ University Legal Services

Workplan Accomplishment Metrics

2. A1: HUD Housing Counseling

Ignore the auto-total number.

Number of First Time Homebuyers Purchasing Homes

Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)

Number of 1:1 Counseling Sessions (Budget & Credit)

Number of unduplicated households

Number of 1:1 Homebuyer Counseling Sessions

Number of unduplicated households

3. A2: 8-Hour Homebuyer Class

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of 8-hour Homebuyer Educations Classes

Number of Attendees of 8-hour Homebuyer Classes

Number of DHCD Certificates issued

4. A3: HPAP (EAHP/NEAHP)

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of HPAP Pre Purchase Orientations conducted

Number of Attendees at HPAP Orientations

Number of Files submitted to HPAP Administrators

Number of 1:1 HPAP Counseling Sessions

Number of unduplicated households

5. A4: IZ/ADU Orientations

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of IZ Orientations Conducted

Number of Attendees at IZ Orientations

Number of DHCD Certificates issued

6. A5: IZ/ADU Income Certifications

Ignore the auto-total number.

Number of IZ/ADU Income Cetifications completed

7. A6: PADD

Ignore the auto-total number.

Number of PADD group training/coaching

Number of Attendees at PADD group training

Number of 1:1 PADD sessions (if applicable)

Number of unduplicated households receiving 1:1 PADD sessions

Number of PADD Income Certifications

8. A7: General Housing Services & Information (Group Training)

Ignore the auto-total number.

Number of Financial Literacy Trainings (including but not limited to credit & budgeting)

Number of Attendees at Financial Literacy Trainings

Number of Homebuyer Clubs Meetings

Total of Attendees at Homebuer Club Meetings

Number of group trainings or workshops not reported in other categories

Number of Attendes at group trainings or workshops not reported in other categories

9. B8: General Home Management (Post Purchase Non-Delinquent)
Ignore the auto-total number.

Number of Homeownership Preservation Workshops

Number of Attendees at Homeownership Preservation Workshops

Number of Post-Purchase Workshops (not including Homeownership Preservation)

Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)

Number of 1:1 Post-Purchase Counseling Sessions

Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions

10. B9: Foreclosure Counseling
Ignore the auto-total number.

Number of Foreclosure Workshops

Number of Attendees at Foreclsoure Workshops

Number of 1:1 Foreclosure Counseling Sessions

Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number of Foreclsoures Prevented

11. B10: Eviction Counseling

Ignore the auto-total number.

Number of Eviction workshops

Number of Attendees at Eviction workshops

1:1 Eviction Counseling

Unduplclated households 1:1 Eviction Counseling

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number Evictions Prevented

12. B11: SFRR

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of SFRRP Orientations conducted (required)

Number of 1:1 Intake sessions

Number of unduplicated households

Number of complete applications submitted in SFRRP Portal

13. B12: Legal Services for Seniors, Coops and Condos

Ignore the auto-total number.

Senior households receiving legal services

Coop Associations receiving legal services

Condo Associations receiving legal services

Number of Training for Law Firms

Number of Attendees at law firm training

Number of outreach activities

Number of new partnerships initiated

Number of clients helped with Schedule H

Number of clients helped with life planning docs

Number pro bono attorneys engaged in housing-related matters

Number veterans receiving legal counsel/advice

14. B13: Technical Assistance for Coop
Ignore the auto-total number.

Number of Co-Op Associations receiving Technical Assistance

Number of Action Plans written for Co-Op Associations

Number of Successful Outcomes for Co-Op Associations

Number of Asset Management Improvement Services Provided for Co-Op

Number of Asset Management Tactical Support Services Provided to Co-Op

Number of Consultative Services Provided to Co-Op Associations and Clients

Number of Legal Assistant Services provided to Distressed Co-Op Associations

Number of Organization Sustainability Tactical Support Services Provided to Co-Ops

Number of Ownership Educations Sessions provided to different ownership models including shared equity

Number of Relocation Plans completed and accepted for Co-Ops

Numbers of Trainings on Board Operations Governance & Management to Co-ops

Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management

Number of written Asset Management & Sustainability Plans for Co-Ops

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Co-Op Associations

Number of Associations (Coops) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Co-Op Associations

16. B13: Technical Assistance for Condo Associations

Ignore the auto-total number.

Number of Condo Associations receiving Technical Assistance

Number of Action Plans written for Condo Associations

Number of Successful Outcomes for Condo Associations

Number of Asset Management Improvement Services Provided for Condo

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo

Number of Asset Management Tactical Support Services Provided to Condo

Number of Legal Assistant Services provided to Distressed Condo Associations

Number of Consultative Services Provided to Condo Associations and Clients

Number of Organization Sustainability Tactical Support Services Provided to Condo Associations

Number of Relocation Plans completed and accepted for Condo Associations

Numbers of Trainings on Board Operations Governance & Management to condo associations

Number of written Asset Management & Sustainability Plans for Condo Associations

Number of Associations (Condos) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Condo Associations

16. B14: Technical Assistance for Small Apartment Owners (25 units and less)
Ignore the auto-total number.

Number of Inquiries Received

Number of Owners/Managers receiving Services

Number of Action Plans Written

Number of Action Plans Implemented/Completed

Number of Owners/Managers needing Asset Management Guidance

17. C15: TOPA Pre-Purchase Counseling & Training
Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Meetings with Tenant Association

Number of Attendees at TOPA Meetings

Number of TOPA Training Workshops to Tenants

Number of Attendees at TOPA Training Workshops

18. C16: TOPA Post-Purchase Counseling & Training
Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Post Purchase Training Workshops

Number of Attendees at TOPA Post Purchase Workshops

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

19. C17: Tenant Counseling for HRA - Rental Accommodation Division

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

Number of Attendees at group training/coaching

20. Marketing & Outreach

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Housing Fairs

Other Tabling Events

Flyers Distributed

Social Media Posts (Facebook, LinkedIn, Instagram)

Mailings

Paid Advertising (display ads in print)

Other

Accomplishment Narrative

21. Staffing Information: Any changes (terminations or new hires) in staff members who are on the grant? Or in the Executive Leadership or Management Team? Number of HUD Certified Counselors (expressed as FTEs) on staff at the

end of this reporting period?

Maximum characters: 1000. You have 1000 characters left.

22. Who are the current Points of Contact and email for the following: 1) Executive Leader (NOTE: Executive leader is copied on all communication): 2) Grant/Fund Development: 3) Grant/Accounting: 4) Program Managers/Directors/Supervisors:

Maximum characters: 1000 You have 1000 characters left

23. Please provide us with client success story/stories for this quarter by program. You may provide a link to an article that has been written for other purposes (newsletter, website, or newspaper article).
Redact (use a pseudonym) for any client name or other personal identifying information if you have not received a release.

Maximum characters 3000. You have 3000 characters left.

24. Any good news to share? Any events and activities coming up? (e.g. obtained other grant funds to leverage DHCD grant, Open Houses, Presentations, Community Events, etc.)
Upload a calendar of upcoming program events (in-person or webinars).

Maximum characters: 3000. You have 3000 characters left.

25. Describe your organization's involvement in other projects or initiatives with other District agencies.

Maximum characters: 3000. You have 3000 characters left.

26. Describe your marketing and outreach during this period. What groups or areas did you market to, numbers, and in what way did you contact them (mail, event, email, personal, media, etc.)?

Maximum characters: 3000. You have 3000 characters left.

27. Describe any specific obstacles (if any) to your organization's program or service delivery during this period?

Maximum characters: 3000. You have 3000 characters left.

Documents Requested *	Required?	Uploaded Documents *	
ALL: Procurement Report, as applicable Download template: Procurement Report			Upload
ALL: Language Access for Outreach and Group Sessions Download template: Language Access for Outreach and Group Sessions	Required		Upload
ALL: Calendar of Next Quarter (3 months) of Orientations, Trainings, Workshops & 8-Hour Classes	Required		Upload
A-2 HBE 8-Hour Class Attendance Certificates Download template: A-2 HBE 8-Hour Class Attendance Certificates			Upload
A-3 Homebuyer Assistance Program Intake Download template: A-3 Homebuyer Assistance Program Intake			Upload
A-4 IZ Orientation Attendance Certificates Download template: A-4 IZ Orientation Attendance Certificates			Upload
B-11 SFRRP Intake Download template: B-11 SFRRP Intake			Upload
C-15 and C-16 TOPA Reporting Download template: C-15 and C-16 TOPA Reporting			Upload
C-17 Training for Tenants and Tenant Organizations Download template: C-17 Training for Tenants and Tenant Organizations			Upload

* *ZoomGrants™ is not responsible for the content of uploaded documents.*

CDBG PUBLIC SERVICE* HOUSING COUNSELING (HC) PROGRAM

HEAD OF HOUSEHOLD DEMOGRAPHICS

IDIS Number	
Community Based Organization (CBO)	
National Objective/Matrix Code	
Project Address	
Proposed HOUSEHOLDS TO Serve	
Total HOUSEHOLDS Served	
Difference Used for CAPER Analysis	

Tip #1	Avoid Duplicative Reporting
Tip #2	Complete each cell; even if N/A (Not Applicable)
Tip #3	Do not combine Carryed-Out Cells
Tip #4	Based on HEAD of HOUSE HOLD
Tip # 5	Internet Quarterly
Tip #6	Public Services - HC (but cannot show proof a home was purchased)
Tip # 7	DFH - Sally Ann Fiorito, DHCD Grant Management Officer, sally-ann.fiorito@dc.gov

HEAD OF HOUSEHOLD CHARACTERISTICS

Race/Ethnicity/Household Composition	Q 1 Number of Households Served	Number of Hispanic Hshl	Number of Hispanic Hshl WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHlds Outside Ward 7/8	SUBTOTAL HHlds Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NEPA	HD	Outside DHV	Owner	Tenant	Female Hshl	Elderly 62 + Hshl	Homeless Hshl	Formerly Homeless Hshl	Veteran Hshl	Disabled Hshl	Household Size	ALL PRIOR PERIOD: Total Head of Household	ALL PRIOR PERIOD: Total LMI Hhlds	ALL PRIOR PERIOD: Total Tenants and Owners
White	0	0			0																							
Black/African American	0	0			0																							
Asian	0	0			0																							
Native American/Alaskan Native					0																							
Native Hawaiian/Other Pacific Islander					0																							
Native American/Alaskan Native & White					0																							
American Indian/Alaskan Native & Black					0																							
Asian & White					0																							
Black/African American & White					0																							
Native American/Alaskan Native & Black/African American					0																							
Other Multi Racial					0																							
Did Not Report					0																							
TOTAL	0	0			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Income Data (In accordance with HUD Part 5)	Q 1 Number of Households Served	Number of Hispanic Hshl	Number of Hispanic Hshl WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHlds Outside Ward 7/8	SUBTOTAL HHlds Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NEPA	HD	Outside DHV	Owner	Tenant	Female Hshl	Elderly 62 + Hshl	Homeless Hshl	Formerly Homeless Hshl	Veteran Hshl	Disabled Hshl	Household Size	ALL PRIOR PERIOD: Total Head of Household	ALL PRIOR PERIOD: Total LMI Hhlds	ALL PRIOR PERIOD: Total Tenants and Owners
Extremely Low 0-30 %	0			0	0																							
Low 31% -50%	0			0	0																							
Moderate 51%-80%	0			0	0																							
Non-Low/Moderate 81% -110%	0			0	0																							
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Additional Data (Does not apply to Single Family Residential Rehabilitation Program)	Q 1 Number of Households Served	Number of Hispanic Hshl	Number of Hispanic Hshl WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHlds Outside Ward 7/8	SUBTOTAL HHlds Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NEPA	HD	Outside DHV	Owner	Tenant	Female Hshl	Elderly 62 + Hshl	Homeless Hshl	Formerly Homeless Hshl	Veteran Hshl	Disabled Hshl	Household Size	ALL PRIOR PERIOD: Total Head of Household	ALL PRIOR PERIOD: Total LMI Hhlds	ALL PRIOR PERIOD: Total Tenants and Owners
Employer or Continuing Access to Service or Benefit				0	0																							
Owner				0	0																							
Work Improved Access to Service or Benefit				0	0																							
Received a Service or Benefit But no Longer Eligible				0	0																							
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Language Access

The recent Executive Order of the President makes English the Official Language of the United States.

Grantees may translate forms, document, trainings into other languages as they deem appropriate for the benefit of clients.

Grantees may also make provision for clients to have access who are English Proficient/Non-English Proficient (LEP/NEP).

The Language Access line remains available to Grantees. OPM can provide the phone number.

Grantees are encouraged to report on a quarterly basis concerning language accommodation for clients.

Tracking includes:

- Language
- Use of interpreter, bi-lingual staff person or language access telephonic line
- Used on the group basis or individual and the number of each

Exhibit D Method to determine Client Eligibility for Services

Method to determine Client Eligibility for Services:
By Household

DHCD will provide the spreadsheet to use for this Quarterly Report

If a grantee has two or three sources/uses of grant funds, a separate report is needed for each.

Sources/Uses includes

1. Public Services (PS),
2. Non-Public Services (NPS) and
3. NRSA Wards 7 & 8 PS & NPS.

For each the Household report includes:

Section 1

Grantees will provide the following information concerning race/ethnicity which shall be recorded by

- Ward,
- Head of Household,
- Tenant/Owner

White
Black/African American
Asian
Native American/Alaskan Native
Native Hawaiian/Other Pacific Islander
Native American/Alaskan Native & White
American Indian/Alaskan Native & White
Asian & White
Black/African American & White
Native American/Alaskan Native & Black/African American
Other Multi Racial
Did Not Report
TOTAL

Section 2

Also, each household shall be counted by income category using the CDBG income categories and dollar amounts. (See chart in this exhibit.)

Section 3

Lastly, each household shall be counted by CDNG service category.

With New or Continuing Access to Service or Benefit
With Improved Access to Service or Benefit
Received a Service or Benefit that is No Longer Substandard

The Number of Households in each of the above calculations be the same. That is, if 100 households are reported in Section 1, there must be 100 in reported also in Sections 2 and 3.

This procedures is repeated for:

- Non-Public Service Activities
- NRSA Wards 7 & 8 Public Service and Non-Public Service

INCOME LIMITS WITH UNCAPPED LIMITS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
U.S. Department of Housing and Urban Development (HUD) FY 2023
Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	84,400	96,450	108,500	120,550	130,200	139,850	149,500	159,150

	Median Income	Family Four Low Income Limit
DC	$152,100	$95,300

This grant will consider eligibility based on Household Beneficiary Data

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit E Budget Modification Form

INCOME LIMITS WITH UNCAPPED LIMITS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
U.S. Department of Housing and Urban Development (HUD) FY 2023
Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	84,400	96,450	108,500	120,550	130,200	139,850	149,500	159,150

	Median Income	Family Four Low Income Limit
DC	$152,100	$95,300

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit F Drug Free Workplace Certification

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code. and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - lll, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. Debarment, Suspension, And Other Responsibility Matters (Direct Recipient)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

1. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F. for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020. Notice shall include the identification number(s) of each effected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and incising termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (1), (c), (d), (e), and (f).

B. The applicant may insert in the space provided below the sites) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Drug-Free Workplace (Grantees who are Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, subpart F, for grantees as defined at 28 CFR Part 67; Sections 67 615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020.

As the duly authorized representative of the applications,
I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address

Housing Counseling Services, Inc.
2410 17th Street, NW, Suite 100 (Adams Alley)
Washington, DC 20009

52-0958568

2. Application Number and/or Project Name — **3. Grantee IRS/Vendor Number**

FY 2025 Housing Counseling Services Program

4. Typed Name and Title of Authorized Representative

Marian Siegel, Executive Director

Marian Siegel

October 22nd, 2024

5. Signature — **6. Date**

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit G Service Area Eligibility

This grantee provides services to residents of all DC Wards and will focus on the neighborhoods in these corridors where DHCD has invested resources for housing development.

- 16th St NW Corridor near the intersection with Havard St NW (Columbia Heights) in Ward 1
- Georgia Ave and New Hampshire Ave NW Corridor (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- Rhode Island Ave and South Dakota Ave NE Corridor (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 5
- M and South Capitol Streets SW Corridor (Greenleaf/Waterfront) in Ward 6
- Benning Road and Florida Ave NE Corridor (NoMa/Ivy City/Trinidad) Ward 6
- Minnesota Ave and Benning Rd NE Corridor (Benning, Greenway) in Ward 7
- Pennsylvania Ave and Minnesota Aves SE Corridor (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- East Capitol and Benning Rd Corridor (Capital View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- Marion Barry Ave and Martin Luther King Aves SE Corridor (Historic Anacostia, Fairlawn Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- Marion Berry Ave and Alabama Aves Corridor (Skyland, Woodland, Garfield Heights) in Ward 8
- Martin Luther King Ave and Alabama Ave Corridor (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- South Capital St and Chesapeake Aves SE Corridor (Bellevue, Washington Highlands) in Ward 8

Exhibit H Insurance Requirements

DHCD-BILL WINSTON-GRANT FOR VARIOUS COMMUNITY-BASED ORGANIZATIONS HOUSING COUNSELING AND SERVICES AF07082024

INSURANCE

A. GENERAL REQUIREMENTS. The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this grant, the types of insurance specified below. The Grantee shall submit a Certificate of Insurance to the Grant Administrator (GA) giving evidence of the required coverage prior to commencing performance under this grant. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the GA.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Grantee and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this grant, with the understanding that any affirmative obligation imposed upon the insured Grantee or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its subcontractors, and not the additional insured. The additional insured status under the Grantee's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the GA in writing. All of the Grantee's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Grantee or its subcontractors, or anyone for whom the Grantee or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the GA with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the GA in writing), covering liability for all ongoing and completed operations of the Grantee and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an

Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or it's equivalent) to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the GA in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee in connection with work under this agreement, with a minimum combined single limit of $1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Grantee shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Defense costs shall be in addition to and not erode the limits of liability
e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or it's equivalent)

3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

   Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   The Workers Compensation and Employers Liability shall be further endorsed to:
   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the GA of commercial umbrella or excess liability insurance with minimum limits of $5,000,000 per occurrence and $5,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS
Any and all subcontractors engaged by Grantee for work under this agreement shall be required to have the same insured required of Grantee. Should the Grantee wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Grantee shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Grantee. In either instance, the Grantee must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

E. DURATION. The Grantee shall carry all required insurance until all grant work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this grant and two years for non-construction related grants.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the Grantee's liability under this grant.

G. CONTRACTOR'S PROPERTY. Grantee and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.

H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the grant price.

I. NOTIFICATION. The Grantee shall ensure that all policies provide that the GA shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Grantee no long complying with the above requirements. The Grantee shall provide the GA with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the GA with an updated Certificate of Insurance should its insurance coverages renew during the grant. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Grantee at least 30 days' notice of the change. Grantee must comply, at your expense, and deliver to the GA evidence of compliance before the change becomes effective.

J. CERTIFICATES OF INSURANCE. The Grantee must send to GA, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Grantee must also provide us with evidence of renewal before the expiration date of each insurance policy. Grantee is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . Certificates of insurance must reference the corresponding grant number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:
William Winston, Grant Administrator (DHCD)
1909 Martin Luther King Jr Av SE, Washington DC 20020
771-208-9628
Bill.winston@dc.gov

The GA may request and the Grantee shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Grantee expires prior to completion of the grant, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the GA prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the GA on an annual basis as the coverage is renewed (or replaced).

K. DISCLOSURE OF INFORMATION. The Grantee agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Grantee, its agents, employees, servants or subcontractors in the performance of this grant.

L. CARRIER RATINGS. All Grantee's and its subcontractors' insurance required in connection with this grant shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.

M. WARRANTIES. When applicable, the Grantee should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). GA should collect, review for accuracy, and maintain all warranties for goods and services.

Exhibit I **Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures**

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director		3/17/25
2. Chris Earley, Deputy Director		3/13/25
3. Julia Wiley, General Counsel		3/13/25
4. Bill Winston, Associate Director of Community Services		3/13/25
5. Ernest Merchant, Program Analyst		
6.		

SUBJECT:

Director's Comments:

Action							
APPROVAL ☒	CIRCULATE ☐	CORRECTION ☐	FILE ☐	FYI ☐	INVITATION ☐	MEETING ☐	SIGNATURE ☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Latino Economic Development Corporation of Washington DC- NBAP FY25

Housing Services $533,333.00 Grant 2025-05

Originating Office

FROM:E. Merchant	TELEPHONE NUMBER:
DATE:3/13/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE: OFFICE OF THE DIRECTO MAR 17 '25 PM2:40

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

MAR 17 2025

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Ernest Merchant
Program Analyst

Date: March 13, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Latino Economic Development Corporation**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$533,333.00**
ATTACHMENTS:	**FY25 Grant Agreement #2025-05** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

DISTRICT OF COLUMBIA.

COMMUNITY SERVICES
HOUSING COUNSELING SERVICES

GRANT AGREEMENT

BY AND BETWEEN
THE DISTRICT OF COLUMBIA
AND

LATINO ECONOMIC DEVELOPMENT CORPORATION OF WASHINGTON, D C

This Grant Agreement ("Grant" or "Agreement"), is made effective as of March 13th, 2025, ("Effective Date"), by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the D.C. Department of Housing and Community Development (hereinafter referred to as "Department," "DHCD" or "Grantor") and Latino Economic Dev Corp, a District of Columbia non-profit corporation Grantee [DUNS No. Unique Entity Identifier (UEI) TMC6R8ADXEJ5] (hereinafter referred to as "Grantee") with its principal place of business at 1401 Columbia Rd NW Washington DC 20009. Grantor and Grantee shall be collectively referred to herein as the "Parties."

RECITALS

1. The Department with offices at 1909 Martin Luther King Jr Avenue SE, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975, D.C. Official Code§ 6-1001 *et seq.*, and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Department is authorized to fund community based non-profit organizations that provide housing counseling services for low- and moderate-income persons.

3. On June 7, 2024, the Department published a Notice of Funding Availability ("NOFA") in the D.C. Register, which announced the forthcoming issuance of the Fiscal Year

("FY") 2025 Request for Applications ("RFA") for the Neighborhood-Based Activities Housing Counseling Services Program ("HCSP"). The RFA was issued on June 21, 2024, that solicited applicants to provide services to District of Columbia ("District") residents as a part of the Department's HCSP. HCSP includes Public Services ("PS"), and Non-Public Services ("NPS") as defined in Section I herein. U.S. Department of Housing and Urban Development ("HUD") approved counseling agencies employing one or more certified HUD counselors are eligible to provide both PS and NPS services, while organizations which do not have HUD approval status may provide PS services only. The RFA included an opportunity for applicants to provide one or more of seventeen (17) services listed in the RFA. These services include HUD-approved counseling in keeping with 24 CFR 5.100 and related Federal regulations (in 2 CFR Part 200, and 24 CFR Part 214) as well as services related to local DC programs which are administered by the Department. The RFA and the requirements set forth therein are also incorporated by reference herein.

4. The Grantee's RFA application demonstrates that its organization possesses project management, and organizational and administrative capacity to successfully perform as a nonprofit grant subrecipient under the Department's HCSP, and accordingly DHCD has determined to award a grant to the Grantee in FY 2025 ("25" or "2025").

5. The Grantor proposes to fund HCSP grant activities in FY 2025 from its allocation of Community Development Block Grant ("CDBG") funds authorized by Title I of the U.S. Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), 24 CFR Part 570.

6. As a condition precedent to disbursement of the Grant proceeds to Grantee for the sole and exclusive purposes described in Exhibit A (which includes the "Statement of Work" and the approved "Workplan", both attached hereto and made a part hereof), the Department requires that Grantee enter into this Agreement setting forth the terms and conditions of the Grant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are hereby incorporated by reference and made a part hereof.

Section I. Definitions.

A. As used herein, the following terms shall have the meanings indicated:

a) **Fiscal Year**: All references to Fiscal Year(s) ("FY") herein refer to the District Government fiscal year which is October 1st to September 30th
b) **Neighborhood Revitalization Strategy Area** ("NRSA") refers to the HUD approved areas of Wards 7 and 8 which have been designated as strategic areas for revitalization. Services to Ward 7 and Ward 8 regardless of whether Public Service or Non-Public Service, attributed to the NRSA.
c) **Non-Public Services** refers to 24 CFR 5.100 counseling services provided to clients in connection with the purchase of a specific home. All other 24 CFR 5.100 counseling is Public Service.
d) **Public Services** refers to all other services and may include group training and/or one on one counseling.
e) **Performance Periods**: The Performance Period is defined as the start date and end date for which Grant funds are awarded to execute an approved Workplan and Statement of Work in keeping with the RFA for FY 2025. (See Section IV below.)

Section II. Exhibits.

The Exhibits listed below and the terms and conditions of the same are incorporated herein and made a part of this Agreement.

A. Services to be Provided
- Statement of Work
- Section 3 from the FY 25 RFA: Services
- Workplan as approved by the Grantor

B. Budget
- Schedules A (3-1) and A (3-2) for the First Performance Period

C. Required Reporting Forms
- Monthly Performance Report on group trainings/orientations/workshops and one on one counseling (in connection with the Statement of Work and Workplan), as well as reports on DHCD certificates issued, outreach and marketing activities, and upcoming group trainings.
- Quarterly Beneficiary Data and Demographics for each of the following (a) PS, (b) NPS, and (c) NRSA activities.
- Quarterly Language Access Report (Optional)

- Quarterly Banking Report (as applicable)
- Quarterly Procurement Report (as applicable)
- Quarterly Submission of Minutes of Board of Directors Meetings

D Method to determine Client Eligibility for Services
E Budget Modification Form
F Drug Free Workplace Certification
G Service Area Eligibility
H Insurance Requirements
I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Section III. Grant Award

A. The Department shall make a Grant of the District's CDBG Entitlement Grant Federal Award No: B-24-MC-11-0001 ("CDBG Federal Award") to Grantee in an amount not to exceed Five Hundred Thirty Three Thousand Three Hudred Thirty-Three Dollars and No Cents ($533,333.00) (the "Grant") and is allocated as follows:

Sources and Uses of Funds:

Public Service ("PS") [CDBG EN]	$ 233,542.00
Non-Public Service ("NPS") [CDBG EN]	$ 67,000.00
NRSAs Ward 7 and Ward 8 [CDBG EN]	$ 232,791.00
TOTAL CDBG [EN]	$ 533,333.00

Notwithstanding the source of funds designated above, the Grantor reserves the right to provide funding from another source(s). In all instances, applicable Federal and District laws and regulations shall apply regardless of the funding source. The Grant award shall be used to fund a range of services which HUD has defined as Housing Counseling Services: Public Services and Non-Public Services by a HUD Approved Counseling Agency ("HCA").

The specific Grant activities are described in Exhibit A (attached hereto) which includes
(a) the Statement of Work,
(b) Lines of Services - Section 3.2 of the Request for Applications (RFA), and
(c) The approved Workplan

(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

C. The Grant services will benefit low-and-moderate income persons living in the District of Columbia. In keeping with recent Presidential Executive Orders, Grantees should only use grant funds for US citizens and should maintain such documentation to prove citizenship.[21]

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as Exhibit B. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.

D. The Catalog of Federal Domestic Assistance ("CFDA") number is 14.218.

E. The Uniform Administrative Requirements for Federal Grants are applicable to this grant award and are available online at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1. Also, the Grantee must comply with the Community Development Block Grants regulations 24 CFR part 570 that govern this award and other related HUD regulations, which are incorporated herein by reference.

Section IV. Grant Term and Periods of Performance

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2025. During this term, there are two Performance Periods. The First Performance Period is the Effective Date to September 30, 2025. The Second Performance Period is October 1, 2025, to December 31, 2025.

Funding for each Performance Period is in the sole discretion of the Grantor and requires meeting all due diligence requirements prior to award.

[21] Examples of such document may include copies of unexpired state issued Real ID identification or driver's license, unexpired US passport or US passport card, active duty Military ID, current Green Card or Naturalization documents with state issued photographic identification.

The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of Grant funds or other Grant assets.

Section V. Statement of Work/CDBG Eligible Activities/Eligible Costs/Business Operations

A. CDBG Eligible Activities

1. Grantee shall use the CDBG Grant proceeds solely to fund Grantor-approved service activities that are intended to provide services and empower low- and moderate- income persons in the District of Columbia to make informed housing choices and achieve their housing goals, whether it's finding affordable rental housing, purchasing a home or obtaining financial assistance for critical home repairs.

The best way to provide this critical information to a client in order to assist them in their decision-making process is to adhere to 24 CFR 5.100[22] [in which a HUD certified counselor conducts (1) intake (2) financial and housing affordability analysis with affordability calculation (3) an action plan and (4) follow-up counseling to implement the action plan and achieve its stated goals].

The Grant services to be provided are described in Exhibit A. This description includes the major tasks, activities and project deliverables to be provided under this Grant. The Grantor reserves the right to alter or change the District of Columbia program requirements including eligibility, services provided, service methodology, service delivery and program goals during the performance period.

The proposed Grant activities are CDBG eligible activities pursuant to 24 CFR 570.201(e).

2. Grantee shall sponsor outreach events that inform the community about the Grant activities and participate in other community events as requested by Grantor.

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[22] 24 CRF 5.100: "Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling."

3. The Grantee must retain records which demonstrate that each activity funded under this Grant is CDBG eligible and document the amount of CDBG funds expended for each activity. This includes the activity itself, the outcomes, and the records concerning beneficiaries in keeping with subsection (B)(2) below receiving services. Any authorizations needed together with beneficiary statistical information should be obtained by the Grantee during intake or registration. HUD does not grant exceptions or authorize the District to make exceptions to this requirement.

B. CDBG National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention of slums or blight; 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. The Grantee certifies that the CDBG-assisted activities to be carried out under this Agreement will meet the National Objective of primarily benefiting low- and moderate-income persons (limited clientele activities) in accordance with Federal and District Requirements. The minimum threshold requires that at least 51% of the households served with CDBG funding must be low- and moderate-income households; provided however, that a Grantee whose application claimed additional scoring points for agreeing to provide Grant services to more than 51% low- and moderate-income beneficiaries, must adhere to the percentage they elected in their application.[23]

In accordance with the Grantee's election in their Application for a grant award and for receiving additional points in scoring, the Grantee has agreed to exceed the minimum requirement and to serve at least 90% low- and moderate-income beneficiaries.

Note: This percentage cannot be decreased as it was used for scoring in a competitive round of funding.

4. The Grantee shall disclose to any client that services are provided free of charge by a Grant funded by DHCD using Federal funds and therefore the Grantee has certain reporting

[23] In responding to the RFA published June 21, 2024, applicants were given the opportunity to receive additional points in scoring for committing to exceed the CDBG minimum threshold to either a 75% minimum or a 90% minimum.

requirements in order to provide the Grant services free of charge. The Grantee shall use appropriate forms to obtain a client authorization, as required, to comply with the terms of this Agreement and to meet HUD reporting requirements,

C. Staffing

Where HUD requires services are to be provided by a Certified HUD Housing Counselor, the Grantee shall comply with that requirement and not permit services reserved to HUD certified counselors to be provided by others.

To the extent applicable, Grantee agrees to secure the services of qualified personnel that are licensed and bonded in the District of Columbia to perform the CDBG Federal Award activities and services listed in Exhibit A.

Any changes in personnel or their general Grant responsibilities as set forth in Exhibit A are subject to the prior written approval of DHCD. In this regard, it is essential that the Grantee immediately report terminations and proposed new hires to the Grantor.

D. Business Operations

1. Grantee shall observe business hours of operation onsite in their service location(s) that align with District Government hours of operation specifically Monday through Friday 9:00 am to 4:30 pm (DC holidays excepted)[24] and shall ensure that sufficient staff are on site at Grantee's place of business to carry out Grant services.

2. During the hours of operations, Grantee shall have live answered telephones for incoming calls. If the Grantee's phone system utilizes an auto-attendant function or voicemail, announced option to the caller must include an option to press a certain key (such as "0" for an Operator) to be connected to a staff person in real time who can answer and field questions, redirect a caller to a staff person who can address a caller's inquiries, or provide registration information. DHCD and other DC agencies such as the Office of the Attorney General may check Grantee's compliance with this requirement from time-to-time.

[24] DC Holidays include New Year's Day, Dr. Martin Luther King, Jr. Holiday, Washington's Birthday, DC Emancipation Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Day.

E. Grantee may offer clients virtual appointments as well as virtual group informational or educational activities, but Grantee shall also provide clients an option for in-person services (including both in-person one on one appointments as well as some in-person group informational or educational activities.) The Grantee shall not refuse in-person services to DC residents.

F. Housing Resource Center (HRC) and Late Night Hours: As required by the RFA, "Applicants selected for the award shall participate (in a regular rotation) in staffing onsite at the Department's Housing Resource Center (HRC). The HRC provides services to DC residents by appointment and walk-ins." The HRC is located in the Grantor's offices at 1909 Martin Luther King Jr Av SE. The HRC coordinator, in conjunction with the Associate Director for Community Services, will develop a schedule in consultation with Grant subrecipients for staffing the HRC on a rotating basis on weekdays.

RFA applicants were awarded additional points in their score by committing to "Extended Office Hours." The options included providing office hours until 7:00 pm at least one (1) day a week in their office location and/or until 7:00 pm at least two (2) days a month in the HRC.

In accordance with the Grantee's selection in their Application for grant award and funding, the Grantee has committed to serve Extended Office Hours Extended Office Hours until 7:00 pm one (1) day a week in their office and one (1) day in the HRC.

Section VI. Disbursement/Required Support Documentation

A. <u>Reasonable, Allowable, Necessary, Allocable</u>

1. Grantee may request reimbursement for actual expenses incurred to provide services and as described in the Grant Budget (A 3-1 and A 3-2). Requests must meet all four criteria: reasonable, necessary, allowable, and allocable. (2 CFR 200.305)
   a. ***Allowable costs.*** Reimbursements are limited to the expenses directly related to activities supported by the grant activities and are subject to the regulations of the Federal and District Governments. Expenses related to activities should be necessary, reasonable, allowable and allocable.
   b. ***Limitations on allowable costs.*** A grantee may not use an indirect cost rate to determine allowable costs under its grant.
   c. **Some *Unallowable costs.*** Expenses that are not allowable include (but are not limited to) sales tax, late fees, debts, tips & gratuities, food, alcohol, controlled substances, cash reserves or investments, money given to individuals (including

donations, grants or loans), contributions to organizations, costs of fundraising, fund development, grant writing, advocacy, lobbying, and purchase of goods or services for personal use or benefit.

2. In addition, Grantee must demonstrate to the reasonable satisfaction of the Grantor that Grant performance milestones have been achieved. All requests for payment of eligible expenses shall be associated with the budget line items specified in Exhibit B (Budget Schedule A (3-1), estimated cost invoices and satisfactory Grant performance.

3. Grantees may not be reimbursed for expenses paid through Cash app or other similar peer-to-peer payment platforms, since such platforms create issues for recordkeeping, auditability, and compliance with grant regulations.

4. The Grantee shall not supplant funds or seek reimbursement for expenses that may be reimbursed by another grant (Federal, District, or private) either prior to or subsequent to reimbursement by the Grantor.

5. The Grantee must have the capacity for bookkeeping and accounting services required to track Grant expenses and create payment requests in keeping with Federal and District requirements, either on staff or by a third-party contractor.

6. The Grantee shall create and submit payment requests in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the Grantee to create and submit invoices by selecting the applicable purchase order number which is listed on the Grantee's profile.

7. All Grantees must be registered in the portal prior to invoice submission. The vendor portal website is **https://cfo.dc.gov./supplier_portal**. Please log onto the portal for further details and instructions. Questions can be submitted to **suppliers@dc.gov**.

B. Form of Submission of Payment Requests

1. The cover sheet to the reimbursement package must be the 30A Form of the Department [RCSD DHCD 306A Revised October 2024]. No other cover sheet is needed. This form should contain the Purchase Order Number, the IDIS Number, and the Partial Payment Number in accordance with Department's guidelines.

Payments requests are contingent upon certification by the Grantee in the following form as contained on the 306A (RCSD DHCD 306A Revised October 2024). The Certification is to be made by the chief executive officer, or the chief financial officer or the chief operations officer if the Governing Board has authorized this officer to act on behalf of the board to sign.

"I certify that all items, quantities and prices of work and material shown in the requisition are correct to the best of my knowledge and belief. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information , or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812." (2 CFR 200.415)

2. Page 2 and Page 3 shall be the Reimbursement Request A 3-1 and A 3-2.

3. Page 4 shall be the Invoice Cover Sheet with:
   a. A unique identifier (e.g. a row number or brief alphanumeric code) shall be assigned by the Grantee to non-personnel invoices and with the same unique identifier marked on each and every supporting document (e.g. receipt, proof of payment, cancelled checks, contracts, scopes of works, services rendered, vendor statement or document, Grantee's notes) submitted. The unique identifier shall be listed on the invoice cover sheet.
   b. Vendor's name
   c. Remittance address
   d. Invoice number
   e. Invoice date
   f. Contract number (also known as Grant Number)
   g. Purchase order number (if any)
   h. Invoice Amount
   i. The Amount which the Grantee is requesting reimbursement
   j. Quantity of goods/services delivered. Deliverables. Shipping and payment terms
   k. Other substantiating documentation that justifies and supports the payment request.

4. Page 4 and subsequent pages as needed shall include the supporting documents for the reimbursement request including signed timesheets, payroll reports, invoices from vendors marked as described above. (See Section E below.)

C. HUD Related Requirements

1. Federal regulations require that reimbursement under the Grant is tied to (a) beneficiary data reporting and (b) program performance. Failure to meet reporting deadlines for performance and/or beneficiary service data will suspend temporarily the processing of Grantee payment requests. Staff unavailability does not waive the requirement to meet reporting deadlines, and Grantee shall ensure that adequate staff are trained or cross-trained to prepare and submit reports timely.

2. The Grantee should be aware that HUD maintains an *Integrated Disbursement and Information System* ("IDIS"), a database in which the Grantor must make reports during the performance period on each Grantee's account. HUD flags subrecipient accounts when reporting is not provided by a deadline. Such a flag shall constitute a default. Multiple flags or failure to meet the conditions for HUD to remove a flag may result in suspension or termination in keeping with Section XII (C) of this Agreement.

D. Schedule for Submission of Reimbursement Requests

1. Requests for reimbursement shall be submitted in a timely manner by the date due. Failure to meet a deadline shall constitute a default.

2. On the 10th day of each month, the Reimbursement Request shall be for the prior month; provided however, the September reimbursement request must be submitted earlier in October on the date specified by the Office of the Chief Financial Officer of the District of Columbia, which is usually between the 5th and 7th day of October. *(Grantee may wish to use other funding sources for the late September payroll to facilitate meeting the deadlines.)*

3. In order to close-out the grant by September 30th, the October request should be the only request submitted in September.

4. The monthly schedule for submission is as follows:

Month	Due Date
March	April 10th
April	May 10th
May	June 10th
June	July 10th
July	August 10th
August	September 10th
September	October 5th or 7th as specified by the DC CFO
October	November 10th
November	December 10th
December	January 10th
January	February10th
February	March 10th

5. As applicable, expenses incurred pursuant to a project commitment in IDIS that has been approved by the Grantor and are otherwise eligible for reimbursement at the Grantor's sole discretion, may be reimbursed, regardless of when those expenses were incurred.

E. Source Documentation

1. All costs and obligations incurred under this Grant Agreement must be supported by source documentation (e.g. invoices, receipts, contracts, canceled checks, etc.). Documentation may also include approved time distribution sheets and certified payroll reports for employees and contracts.

2. The Grantee must satisfy all documentary requirements to the reasonable satisfaction of the Grantor prior to the disbursement of Grant funds.

F. Requirements Applicable to Disbursed Funds/No Escrow

1. Grantee shall not escrow Grant funds. However, nothing shall prohibit the Grantee from supplementing funding for these activities from other sources including other grants, funders or donors.

2. Any cash advances disbursed pursuant to this Agreement must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate

cash requirements of the Grantee in carrying out the purpose of the Grant. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct Grant program or project costs and the proportionate share of any allowable indirect costs.

3. If at any time it is determined that more Grant funds are disbursed to Grantee than what was required by the Grantee's immediate disbursement needs, Grantee shall immediately return to Grantor the excess funds.

4. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations or fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee.

G. The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect cost rate, as further described in Section (C)(4) and Section (C)(5) (Reporting Requirements) below.

H. In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant proceeds within three (3) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant proceeds, unless another date shall be agreed to be the parties in writing. The Grantor reserves the right to recover such losses by any legal remedy available.

Section VII. Budget Modifications

A. Any amendments to the budget (change in the amounts specified in the individual cost categories set forth in Exhibit B). may be approved by the Grant Administrator, so long as the total amount of the budget is not exceeded.

B. Any increase in the total Grant amount must be approved by the Director of the Department. If the change is made at the request of the Grantee, the request shall be in writing dated and shall be submitted on a Budget Modification Form, attached hereto as Exhibit E.

1. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and dated using the appropriate excel format or the appropriate online portal if available.

2. The Grantee shall make modification requests by June 1st, to allow sufficient time for processing prior to the start of the fourth quarter of the fiscal year. No more than two modifications may be required in the performance period. Requests for modification to the budget shall not be approved after June 1, 2025, except for extenuating circumstances specified in writing, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion.

3. The Department will not approve reprogramming of personnel funds for positions not filled in compliance with this Agreement and Grantee's personnel policies submitted to Grantor. If at any time DHCD requires a more detailed budget breakdown than the one contained herein, the Grantee shall provide such supplemental budget information in a timely fashion and in the form and content prescribed by DHCD.

Section VIII. Conditions Precedent to Grant Closing and Grant Disbursement

Grant closing shall mean the date on which Grantee has satisfied all conditions precedent to execution to the satisfaction of the Grantor, at which time both parties have executed and delivered the Grant Agreement. No Grant proceeds shall be disbursed prior to Grant closing.

The following conditions must be met prior to Grant closing:

A. Eligibility Determination. Determination by the Grantor that Grantee's proposed Grant activities meet eligibility and national objective requirements specified by the CDBG Program regulations at 24 CFR §§ 570.200 through 570.209. Grantor has determined that the proposed Grant activities are eligible for CDBG Program funding pursuant to 24 CFR 570.201(e) (provide housing counseling services to low- to moderate-income households).

B. Environmental Clearance. Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historic preservation reviews, and HUD has issued an approval of the release of funds.

C. Due Diligence Submissions. The following items must be delivered to DHCD for approval prior to Grant execution and Grant closing:

1. Articles of Incorporation, organizational by-laws and certification of nonprofit status.
2. Board/Corporate Resolution, memorializing
   a. the Grantee's intent to enter into this Agreement
   b. identifying the total Grant amount of the award
   c. identifying the Grant Number
   d. identifying the funding source(s) of the award, and
   e. identifying the authorized person by name and title who is authorized to sign on behalf of the corporation to enter into this Agreement.
3. Certificate of Good Standing
   a. issued by the DC Department of Licensing and Consumer Protection (DLCP)
   b. certified within 6 months of the Effective Date of this Agreement.
4. Certificate of Clean Hands
   a. issued by the DC Office of Tax and Revenue (OTR)
   b. certified within 90 days of this Agreement.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia to carry out the Grant activities.
6. Evidence that Grantee has obtained insurance, as provided in Exhibit H. If the renewal period for any insurance requirement occurs during the Grant performance period, the Grantee is required to submit to the Grantor evidence (Certificate Of Insurance) of insurance renewal to cover the remaining Grant performance period.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Effective Date.
8. An Affirmative Action Plan ("AAP") must be submitted by the Grantee for review and approval by the District prior to Grant execution and the disbursement of any Grant proceeds. The AAP shall be in a form to be determined by the District and must detail the Grantee's efforts to comply with the District's goals for achieving equal employment in District government contracts and set forth specific standards for the utilization of minorities in all job categories, as required by Mayor's Order 85-85 and District law.
9. Drug-free Workplace Certification (Exhibit F).
10. Debarment affidavit and verification confirming that Grantee is not debarred or suspended or otherwise excluded from or ineligible for participation in federal or District assistance programs under Executive Order 12549 or District law.

D. Opinion of Counsel. Grantee shall submit a written opinion of the Grantee's attorney, which states that the attorney has read the Grant documents and that the Grantee:

- Is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary.
- Has the full authority and legal right to carry out the terms of this Grant Agreement and all documentation required hereunder to be executed by Grantee; and
- Has taken all actions to authorize the execution, delivery and performance of this Grant Agreement and any documents required to be executed in connection with the Grant according to their respective terms

The Opinion shall further state that none of the aforesaid actions, undertakings or agreements violate any restriction, term, condition or provision of the Grantee's organizational documents or any contract or agreement to which Grantee is a party or by which it is bound. The Opinion must identify the Grant Agreement by name and Grant number, and the counsel must specifically identify the documents upon which the Opinion is based.

E. Current on District Obligations. Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant, including all local taxes and charges affecting Grantee's business.

F. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Proceeds, including, but not limited to the Council of the District of Columbia and the Chief Financial Officer of the District of Columbia.

G. Clearance Approval issued by the DHCD Office of Program Monitoring.

Section IX. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. The Grantee shall cure all report deficiencies identified by the Department and resubmit for approval by the Grantor within 14 calendar days of the notification. The requirements of monthly and quarterly reports [VII.(A) and (B) are in Exhibit C.]

A. Monthly Reporting

Monthly Performance Reporting. The Grantee shall use the online reporting portal provided by the Grantor and shall provide a complete performance report by the 10th day of each month reporting on Grant activities, accomplishments and performance of the prior month. Failure to submit the report by the tenth day of the month following the end of each

month shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

B. Quarterly Reporting

On the 10th day of January, April, July, and October, the following quarterly reports for the previous three months shall be due and provided by the Grantee in the form and method required by Grantor:

1. Quarterly Report on **Beneficiary Data and Demographics** (separate reports for PS, NPS and NRSA).

2. **Banking Report** (as applicable)

3. **Non-expendable Equipment Inventory Report** (as applicable) (the purchase or lease of non-expandable equipment). The purchase of all computer equipment must have prior approval from the Department.

4. **Procurement Report** (as applicable).

5. Copies of the **Minutes of the Board of Directors** meetings, which took place during the previous quarter; and

6. **Language Access Report** (optional) – If services are provided in languages other than English, we encourage a language access report to be made.

Failure to submit any or all Quarterly Reports by the tenth day of the month following the end of a quarter shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

C. Additional Report Requirements

The following reports are due to the Department within the timeframes indicated below. If these documents were previously submitted, they must be updated and resubmitted.

1. Fringe Benefits Report

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects funded from the proceeds of this Grant shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefits rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the change. The report shall be submitted to DHCD within fifteen (15) days of Grant execution.

The fringe benefits rate for any personnel costs funded by this Grant shall not exceed 20% of the base salary rate indicated in Schedule A Form A (3-2) of the budget (Exhibit B).

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to the date of the Offer Letter.

All personnel costs approved under this Grant Agreement must be filled within ninety (90) days of Grant execution or within ninety (90) days of the vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than ninety (90) days, whether intermittent or consecutive, at any time during the Grant period may result in the loss of funds for the position.

Grantee must submit transcripts of training or continuing education for individual staff and counselors to the Grantor.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with CDBG funds, in accordance with the requirements specified in 2 CFR Part 200 (Exhibit D). The property inventory list must include, at a minimum, a short

description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

a. The Grantee shall submit a budget and Cost Allocation Plan showing its direct and indirect costs and the allocation of such costs to the Grantee's activities, including the administration of the activities and services provided under this Agreement. The plan must show all allowable and unallowable costs and how such costs are included in the direct and indirect costs in accordance with 2 CFR Part 200.

b. A current Cost Allocation Plan must be submitted no later than thirty (30) days following Grant execution.

c. The Cost Allocation Plan must include all sources of funding for the Grantee, including this, Grant and to which program/cost centers each source has been applied using the Grantee's chart of accounts (referencing individual budgetary line items).

The Grantee must provide:

i. the total amount of funding from each funding source,
ii. the total staff employed by the Grantee, regardless of funding source, staff allocation per grant/program and the estimated percentage of time spent per grant program.

d. As required by HUD, the Cost Allocation Plan is subject to approval by the Grantor. The Grantee shall cure any defects or omissions in the Cost Allocation Plan within 60 calendar days of the notice to cure.

e. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. The waiver request must detail the reasons for the waiver request and include a copy of the relevant audited financial statements.

f. Claims for reimbursement of documented Grant expenses shall comply with 2 CFR Part 200 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.

5. Indirect Cost Rates

a. Grantees may request reimbursement for indirect costs based on their Cost Allocation Plan. The Cost of Allocation Plan must be reviewed and approved by the Grantor. The Grantee is required to keep records of the expenses charged to the Indirect Cost Rate for monitoring and close-out.

Grantees with Indirect Cost Rates are required to use their indirect cost rate. Grantees with provisional rates must demonstrate the rate is not expired or that it is currently used by a Federal Agency in awarding Federal funds to the Grantee during the current Fiscal Year. Other Grantees may use the Federal *de minimis rate* of 15%. In either case (*De Minimis rate* or Federally Approved rate), Grantee shall maintain records (available during monitoring, or close-out or upon request) indicating which costs in the cost allocation plan and the dollar amount have been attributed to the Indirect Cost.)

Indirect cost rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with supporting documentation. DHCD will not make adjustments to indirect cost rates after June 1st.

The Grantor does not issue or award Indirect Cost Rates.

Grantees who wish to obtain a Federally authorized Indirect Cost Rate are encouraged to contact the "Cognizant Agency" which is the US Department of Health and Human Services.

b. For all personnel costs funded under this Agreement, Grantee must maintain documentation for use of indirect cost funding and provide the same when requested for verification of expenditures in keeping with the approved cost allocation plan, including, but not limited to cancelled checks, employee signed and supervisory approved employee time sheets, invoices and bank records.

c. Expenses charged to an indirect cost rate must be accompanied by and cross-referenced to and reconciled with an independent audited financial statement, which accounts for all (grant funded and non-grant funded) activities by the Grantee during the fiscal year in which the indirect cost rate is based.

6. Organizational Audit

Grantee must submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year.

Note to All Grantees: All Grantees must ensure their financial records are available for review or audit by appropriate officials of the Federal Government and the District Government.

7. Auditor's Management Letter.

Grantee shall submit an auditor's Management Letter to the Grantor at the time it submits the annual audit.

8. Procurement Policy. Accounting Policies and Procedures. and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution, the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of the Grant. These policies and procedures shall be in accordance with the requirements of 2 CFR Part 200. The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

If the Grantee has previously submitted these documents, and the documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a certified statement (the "Re-certification Letter") to the Grant Administrator indicating when the most current document was submitted to the District and certifying that no changes to these policies and procedures have since been made.

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D. Summary of Report Deliverables and Receipt Due Dates:

	Report	**Receipt Due Date**
1	Monthly Performance Report	No later than the 10th day of each month
2	Quarterly Beneficiary Data	No later than January 10th, April 10th, July 10th and October 10th – a separate report for each use: PS-NPS-NRSA
3	Language Access Report (Optional)	No later than January 10th, April 10th, July 10th and October 10th
4	Fringe Benefits Report	Within 15 days of Grant execution
5	New Hires/New Employees Information (Job Description & Resume) HUD certificate if certified counselor	10 Days prior to the Offer Letter of Employment being sent to the candidate
6	Notice of Vacant Position	Within 10 days following the vacancy
7	Non-expendable Equipment Report	Within 15 days of Grant execution and quarterly thereafter
8	Procurement Policies and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
9	Accounting Manual and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
10	Cost Allocation Plan (based on and tied to the most recent audit)	Within 30 days of Grant execution
12	Independent Financial Audit	Within 90 Days of the Close of the Grantee's Fiscal Year

	Report	Receipt Due Date
13	Single Audit Report (if applicable)	Within 30 Days of submission to the Federal Audit Clearinghouse
14	Auditor's Management Letter	Submitted with the submission of the Audit
15	Requests to revise Budgets and/or Workplans	Prior to the 1st day of June
16	Grantee's Close-Out Report (Section XV.) Inventory Report & Annual Report	Within 90 Days of the end of the Term of the Grant.
17	HUD 9902	Within 30 Days of Submission to HUD
18	HUD Monitoring Report	Within 30 Days of Receipt from HUD monitor or the HUD intermediary monitor.

Section X. Accounting/Audit Requirements

A. Accounting System

1. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in Exhibit B.

2. Accounting records should be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.

3. Any funds provided to the Grantee or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest-bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

Grantee shall submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year, contingent on the following:

1. Grantees receiving an aggregate of $1,000,000 or more from all funders in Federal funds must in accordance with Federal regulations obtain an independent audit (Single Audit Act of 1984 , Single Audit Amendments Act of 1996, and 2 CFR Part 200). A standard audit may be supplied pending the completion and submission of the Single Audit.

2. Grantees:
   (a) Required to be audited by any State or political subdivision(s) thereof (whether by statute or regulation) or
   (b) Who conduct an audit to submit to any government or private funder, or foundation or corporate funder or
   (c) Whose governing body or senior management obtains an audit,

   shall be required to submit that audit to the Grantor upon receipt of the same.

If the Grantee is not audited in accordance with (1) and (2) above, the following shall apply:

3. A Grantee whose corporate entity receives or expends less than $999,999 as reported to the Internal Revenue Service in the 990 Tax Return without amendments, deletions or summarized details must file with the Grantor a financial report prepared by an independent Certified Public Accountant and certified by the same that contains:
   - income statement or Statement of Activities,
   - balance sheet or Statement of Financial Position,
   - statement of Functional Expenses by program or cost centers such statement to break out separately the Grantor's funding by Grantor's program(s) separately from all programs or cost centers used.
   - statement of cash flows, and
   - independent review and certification of the financial statements including a review of the management's financial internal controls.

   In addition, the nonprofit organization must file a biennial audit that covers both years within a biennial period. See 2 CFR Part 200, Subpart F.

4. The Grantee shall fully clear any deficiencies noted in the audit reports within sixty (60) days after receipt by the Grantee.

5. . Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default of this Grant and may result in the withholding of future payments and/or debarment from participation in future Grants.

Section XI. Grant Administration

The Grant Administrator is:

William Winston
Associate Director for Community Services
DC Department of Housing and Community Development
1909 Martin Luther King Avenue SE, Room 304
Washington, D.C. 20020.

The telephone number is (771) 208-9628. All concerns regarding the technical implementation and interpretation of this Grant are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line-item changes and terms) where there is no dollar increase.

Section XII. Repayment of Grant Funds/Grant Performance Monitoring Default and Remedies

A. HUD Monitoring

The Grantee is subject to monitoring by HUD and agrees to provide all required information, data, records, files including client files, case notes, correspondence and emails, reports, beneficiary data, performance data, financial records, supporting documentation, to satisfy HUD monitoring. Notwithstanding the date of a finding by HUD, should HUD make a finding, the Grantee shall be responsible to cure the defect, and should HUD require repayment of Grant funds for any reason to the Federal Government, the Grantee shall be responsible for repayment in the amount specified by HUD. Repayment shall be made to the District of Columbia and by the District to the Federal authority in satisfaction of the HUD requirement. HUD monitoring is not confined to the performance period but extends through the record retention period provided in Section XV.

B. Grant Performance Evaluation

1. DHCD will monitor the performance of the Grantee to ensure that the goals and performance standards stated in the Statement of Work and Work Plan and RFA are being achieved according to schedule and within budget.

2. All records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. Grantee shall make timely submission of all information and/or records requested by DHCD or HUD to assess performance under the Agreement.

C. Suspension or Termination of Grant Assistance

1. In accordance 2 CFR 200.340 and 200.341 and 200.343, suspension or termination of CDBG Grant assistance may occur according to the Default provision in subsection D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner.

2. If Grantee fails to correct the substandard performance within thirty (30) days after receiving written notice from DHCD, suspension or termination of this Agreement will be initiated.

3. In accordance with 2 CFR 200.340(a), suspension or termination of Grant assistance may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

Subject to any applicable notice requirement and right to cure, the occurrence of any of the following shall constitute an event of default:

1. Failure to comply with any of the CDBG Program rules, regulations or provisions referred to in this Agreement, or such other Federal or District statutes, regulations, executive orders, District of Columbia mayoral orders, HUD rulings, policies or directives applicable to this Grant:

2. Failure to comply with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement.
3. Substandard performance by the Grantee or any of its agents under this Agreement, as determined in the sole and reasonable discretion of DHCD; or
4. Improper use of funds provided under this Agreement.

A determination of default shall be made in the sole and reasonable discretion of DHCD.

E. Remedies for Default

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of a written notice to the Grantee, Grantor may take one or more of the following actions, as determined in its sole discretion:

1. Terminate and suspend further disbursement of any remaining Grant assistance.
2. Disallow all or part of the cost of the activity or action that is not in compliance with this Agreement.
3. Wholly or partially suspend or terminate the current Grant award; or
4. Take other legal remedies that may be available.

F. Termination for Convenience

The Grant may be suspended or terminated on the basis of convenience as provided in 2 CFR 200.340(a).

G. Reversion to DHCD of Grant Assistance

1. Upon default by the Grantee under the terms of subsection D above, which has not been cured, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request the following:

i. Any Grant funds in its possession (whether or not committed),
ii. Any accounts receivable attributable to the use of Grant funds; and
iii. The portion of any income directly generated by (or the prorated proportion of) Grant funds for the activities described in this Agreement.

2. Upon final completion of the projects and activities for which CDBG funds have been provided by DHCD, expiration of the term of this Agreement, cancellation, or determination of this Agreement, the Grantee shall transfer any unspent, excess or surplus CDBG Grant funds, to include accounts receivable attributable to the use of the CDBG funds.

H. Grantor Non-Waiver

DHCD's delay or failure to act with respect to a breach by the Grantee does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section XIII. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, and 2 CFR Part 200, as deemed applicable by the Grantor. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Fund Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Organizational Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter arising from this Grant Agreement.

D. Cancellation Ceiling

H. Misuse of Grant Funds

Any alleged fraud, waste, abuse or mismanagement of Grant funds shall be immediately reported to the Grantor and the District of Columbia Office of the Inspector General ("OIG"). The OIG may be reached at (202) 724-TIPS (8477) and (800) 521-1639 or at oig.dc.gov

I. Nonassignability

Grantee will not sell, assign, pledge or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

Section XIV. Insurance

A. The Grantee shall obtain at least the minimum insurance coverage set forth in this Section XIV. and Exhibit H prior to the Effective Date and keep such insurance in force, as may be applicable, throughout the Grant period of performance.

B. Fidelity Bond: The Grantee must procure Fidelity Bond coverage in an amount equivalent to the total Grant budget. Pursuant to 2 CFR Part 200, Fidelity Bond coverage is required to protect the District's interest in the dollar amount of the Grant. Should Grantee be unable to procure a Fidelity Bond, Grantee shall submit proof that it has obtained general liability insurance that covers internal employee criminal activity or directors' and officers' liability insurance.

Section XV. Records Retention/Access

A. Records Retention

The Grantee shall retain all records demonstrating compliance with CDBG requirements and that are pertinent to this Grant for no less than five (5) years from Close-out of this Grant Agreement, including any extension thereof made in accordance with Section XVI. [Option to Extend] and including but not limited to Close-Out in IDIS of any HUD requirements. See Exhibit 5.1 in this link: https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-5.pdf

B. Extension of Retention Period

Notwithstanding the foregoing retention requirement in paragraph A above, if any litigation, claim, HUD monitoring or audit is initiated before the expiration of the retention period, records shall be retained for a period of not less than four (4) additional years following completion of the actions and resolution of all proceedings (e.g. litigation, claim, HUD monitoring or audit) involving the records.

C. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility, progress and achievement toward program goals and secure such records in a manner subject to applicable privacy laws. Such data may include, but is not limited to, client name, address, income level, case notes, correspondence and a description of service(s) provided. The Grantee shall use software which is HUD compliant to maintain client records. The Grantee shall transmit client records and files in a manner that is compliant with HUD's Personally Identifiable Information (PII) requirements.

D. Access to Records

All Grantee books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Grant funds shall be made available to the Department, HUD, its designee, representatives of the Inspector General of the District of Columbia or the Office of the DC Auditor at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.

E. National Objectives

The Grantee agrees to maintain documentation that demonstrates that the activities carried out with CDBG funds provided under this Grant meet the CDBG national objective of benefiting low- and moderate-income persons, as defined in 24 CFR part 570.208.

F. Copyright

If this Agreement results in any copyrightable material or inventions, DHCD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Section XVI. Federal and District Public Policy Requirements

Grantee shall fully comply with the following Federal and District policy requirements, as deemed applicable by Grantor:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federal-assisted and federal conducted programs and activities .

C. The requirements of Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

D. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.-) and implementing regulations at 24 CFR I part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

E. The requirements of Executive Order 11246, as amended by Executive Orders 11375. 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

F. The Conflict of Interest provisions of Federal and District laws strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of Federal funds to comply with 2 CFR 200.317 to 200.327 and

any sections of Title of 24 the Code of Federal Regulations concerning CDBG funding which are more restrictive than the Uniform Guidance Code for use of CDBG funds. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within (fifteen) 15 business days of execution of the Grant Agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict-of-Interest declarations to be executed by each employee and board member.

G. The Hatch Act. Chapter 15 of Title V. United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

H. The National Environmental Policy Act or other legislation implemented by 24 CFR part 58.

I. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement as Exhibit F.

J. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991H FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.

2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any grant,

or the entering into any extension. continuation. renewal, amendment of modification of any grant.

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and

c. He or she will include the language of the certification in all sub- grant awards at any tier and require that all recipients of sub-grant awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this Grant imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure, as the applicable grant shall so provide.

K. The Americans with Disabilities Act of 1990 (ADA) - Notwithstanding anything contained herein to the contrary, during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

L. The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are applicable pertaining to economic opportunities for low and very low-income persons. 24 CFR part 135.

M. First Source Program - Contractors and subcontractors of a government-assisted Project totaling $300,000 or more must comply with the District's goals for the recruitment, referral and placement of District residents. See D.C. Law 5-93, as amended, D.C. Official Code§ 2-219.01 et seq.

Section XVII. Close-Out Provisions

Activities and tasks during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor, and determining the custodianship of records (which shall remain the responsibility of the Grantee unless a determination is made otherwise). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over District appropriated funds and the record retention period, whichever is longest. Grantee shall submit the following items within the time frames indicated in this Section after completion of Grant activities or expiration or termination of this Agreement.

1. All activities are eligible, were completed and met a national objective.
2. All grant funds were expended in full, or all remaining funds are to be returned to Grantor.
3. All reporting requirements were completed and submitted (except for the final report that is submitted during the closeout process).
4. Any special conditions were met; and
5. All deficiencies or corrective actions affecting the Grant were resolved.

A. Grant Close-Out Report

The Grantee shall submit to the Grantor a Grantee's Close-Out Report ("Report") within ninety (90) days after expiration of the Grant term, termination of the Grant, or final payment for activities under this Agreement, whichever occurs later. This Report, at a minimum, shall include a narrative of the Grantee's completed tasks based on the activities, performance measures and goals set forth in the Statement of Work. The Report shall be completed using a form provided by the Grantor. The Grantee shall provide any information or data Grantor requests for Close-Out. In the Grantor's sole discretion, the reporting provided during the term of this Agreement may be accepted in lieu of the Grantee's Close-Out Report if those reports contain all information required in this section.

B. Documentation of Expenses

Within ninety (90) days after the expiration of the Grant, the Grantee shall provide to Grantor documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses.

C. Equipment Inventory

The Grantee shall submit to Grantor a list of all furniture, fixtures, equipment and vehicles purchased with Grant funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with 2 CFR Part 200.

D. Audit

The Grantee shall submit an audit or financial statement, as applicable, and as provided in Sections IX and X. of this Agreement.

E. Transfer of Records

Grantee shall, within ninety (90) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

F. Grantee's Obligations

The Grantee's obligations to DHCD remain in effect through the period of record retention as stated in Section XV.

Section XVIII. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion, and if legally permitted, extend the term of the Grant no more than two (2) times for one-year terms, or any fraction of one year, or multiple successive fractions thereof.

B. Grantor will endeavor to provide Grantee a preliminary written notice of its intent to extend at least thirty (30) days before the end of the Grant Term. The preliminary notice does not commit the District to an extension or authorize additional Grant funds to Grantee.

C. Any extension of this Grant is contingent upon the appropriation of funds for the applicable time period. However, the availability of funds shall not obligate the District to extend the Grant.

Section XIX. Total Agreement

The Grant Agreement, including specifically incorporated documents (to include the approved Statement of Work, the Work Plan, the approved Budget and the Grant attachments) constitute

the total and entire agreement between the Parties. Grantee understands and agrees to comply with the incorporated references contained in this Agreement and all applicable District and Federal laws and regulations.

Section XX. Applicable Law.

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia, unless otherwise controlled by federal law. In any proceeding relating to this Grant Agreement, each of Grantor and Grantee, hereby irrevocably submits to the jurisdiction of the Courts of the District of Columbia for the purposes of any suit, action or proceeding arising out of or relating to this Grant or transactions contemplated hereby.

Section XXI. Severability.

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XXII. Amendment.

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Grant activities, or the amounts specified in the Budget without the prior written approval of Grantor. The Grantee may request in writing approval of any proposed change to the Statement of Work or Workplan or the amounts specified in the eligible cost categories of the Budget and shall provide adequate supporting information and a revised budget along with its request. All such requests must be signed and dated.

Section XXIII. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or fully, by the Department.

1. The written or printed materials must include the authorized DHCD logo.

2. Written or printed materials include, but are not limited to, newspaper, radio and television announcements or advertisements, websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.
4. Grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to Grantee.
5. Grantee must provide copies of all marketing materials, brochures, flyers and other materials that publicize grant-funded activities to Grantor via email at dhcd.occo@dc.gov

Grantee shall publicize, as appropriate, to its constituency through social media, print, and online postings, DHCD communications and events that are related to Grant supported activities.

Section XXIV. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code§ 2-531 *et seq*. provides for the disclosure of public information. Specifically, the law provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Official Code § 2-170 l (13) .

This serves as your Notification that information /documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code§ 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXV. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

In the event of cancellation of the Grant because of non-appropriation of funds for a specific fiscal year, there shall be a cancellation ceiling of zero dollars.

E. Anti-Deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, Grantor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code§ 47.105. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-Deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section XI. of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements.
2. Performing technical evaluations as required.
3. Interpreting the Statement of Work and other language in the Grant.
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with the District and other laws and regulations applicable to the Grant.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

Emi Reyes
Chief Executive Officer
Latino Economic Development Corporation
of Washington DC
1401 Columbia, NW (Unit C)
Washington DC 20009
(202) 540-7400
ereyes@ledcmetro.org www.ledcmetro.org

appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, homeless status, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Sexual harassment is a form of sexual discrimination which is prohibited by the Act and Mayor's Order 2023-131 (Updated District Government Sexual Harassment Policy, Guidance, and Procedures), which is attached hereto as Exhibit I.

The prohibition against workplace sexual harassment extends to third parties doing business with or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies. By executing this Agreement, Grantee affirms that it will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1 I 00 et seq. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated.

Section XXVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addresses:

NOTICE TO GRANTEE:

Latino Economic Development Corporation
of Washington, DC
1401 Columbia Road, NW (Unit C)
Washington DC 20000
Attn: Emi Reyes (Chief Executive Officer)

NOTICE TO GRANTOR:

D.C. Department of Housing and Community Development
Community Services
1909 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
Attn: Director

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTOR SIGNATOR PAGE]

DISTRICT OF COLUMBIA, a municipal Corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Colleen Green
Director

Legal Review:

Julia Wiley
Office of the General Counsel
Department of Housing and Community Development

3/13/25
Date

[Signatures continue on the next page]

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTEE SIGNATURE PAGE]

LATINO ECONOMIC DEVELOPMENT CORPORATION OF WASHINGTON, D C
a District of Columbia non-profit corporation

Emi Reyes (Mar 18, 2025 12:37 EDT)

Emi Reyes
Chief Executive Officer

Mar 18, 2025

Date

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit A Services to be Provided

- Statement of Work
- Section 3.2 Services (from the FY25 RFA)
- Workplan as approved by the Grantor

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education and training services to support DHCD's housing programs and initiatives, and to promote compliance with District housing regulations. All of the services are intended to empower potential homeowners, actual homeowners, and tenants for the purpose of preserving of affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership; (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached workplan and performance measures. Marketing and outreach for the services provided is a activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of these service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling; (b)the Grantee's additional knowledge of the individual and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and it shall be maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow up and conduct a final assessment of the impact of the services provided. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program

A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling

CATEGORY C: TENANTS AND TENANT GROUPS
C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD

SECTION 3: PROGRAMMATIC REQUIREMENTS

3.1 Eligibility for Federal Funding

The services in this RFA will be conducted through grant agreements using Federal funds (Community Development Block Grant (CDBG) and, as available, some District Funds. The Department will provide a full informational briefing to the awarded grantee(s) about the grant funding source's ongoing administrative and programmatic requirements. Whether grants awarded under this RFA are funded locally or with federal funds, all grants will be managed to the higher standards and requirements whether Federal or District.

Federal regulations have established national objectives requiring all CDBG-funded activities beneficiaries to be at least 51% low- and moderate-income persons or households. The national objective is achieved through "limited clientele benefit"—that is, by verifying the incomes of each beneficiary of the services provided. The applicant must demonstrate that it has the capacity and the intention to verify the household incomes of beneficiaries to meet the national objective of providing benefits to 51% of low- and moderate-income persons.

Client income certification is also an important element of ongoing program activity for many DHCD housing programs. (See Section 3) Applicants should review in detail the federal income requirements for programs, activities, and grantee (sub-recipient) eligibility under the Community Development Block Grant program regulations at 24 CFR 570. 200-210,

- https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-570/subpart-C?toc=1

and HUD Housing Counseling Program Regulations: 24 CFR Part 214,

ps://www.ecfr.gov/current/title-24/subtitle-B/chapter-II/subchapter-B/part-214?toc=1

3.2 Housing Services: Description of Housing Programs and Services

Please Note: Specifications and programmatic requirements may change from time to time during the award period at the discretion of the Department.

The following describes seventeen services in the Housing Counseling Program. These constitute the services for which the Department is seeking Applicants to provide services to DC residents. Applicants should select at least one service for which they are applying; however, the Applicant may select more than one. The Department is not obligated by the Applicant's selection to make an award. Applicants are responsible to demonstrate their capacity in their application to provide the services for which they have applied. Capacity includes staffing patterns including qualifications and experience, other funding resources, case management systems and programmatic activities. Historical data can also be considered in demonstration of organizational capacity. Applicants should be aware of Legal Citations noted throughout this section as well as the references to the Code of Federal Regulations (CFR).

Category A: HOMEOWNERSHIP

A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program
A6: Income Certification for the Property Acquisition and Disposition Division (PADD) Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY

B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B12: Legal Services for Seniors and/or Coop & Condo Associations
B13: Technical Assistance for Coop and Condo Associations
B14: Technical Assistance for Owners of Small Rental Properties

CATEGORY C: TENANTS AND TENANT GROUPS

C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

Each particular service has specific requirements described in the following pages. Applicants are expected to utilize this guidance in the performance of these services.

CATEGORY A: HOMEOWNERSHIP

Legal Citations Governing Program Area in Category A

Applicants to provide services in Category 1 should review in detail the following legal citations governing the District's homeownership programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for homeownership pursuant to the relevant citations.

- Home Purchase Assistance Program: DC Code 42-2601 and 14 DCMR, Chapter 25
- Employer-Assisted Housing Program: DC Code 42-2501 and 14 DCMR, Chapter 36
- Inclusionary Zoning: Legislation Pending, Bill 17-586, 17-618, 17-619

A1: HUD Housing Counseling
This activity is open to applicant organizations which are HUD approved employing one or more HUD certified counselor(s). Such counseling is often (but not exclusively) in the pursuit of homeownership or credit repair and improvement or to improve their housing condition.

Grantees of this service should be familiar with 24 CFR 5.100 and with 24 CFR 214.

Housing counseling is independent expert advice provided by a HUD certified housing counselor (24 CFR Part 214) customized to the needs of the client. It is aimed at addressing housing barriers and providing support to the client to achieve their housing goals. This counseling service must include: (1) intake (2) financial and housing affordability analysis (3) an action plan[2] and (4) follow-up counseling to implement the action plan and achieve its stated goals *(24 CFR 5.100).*

The action plan should identify the steps needed for the client to achieve his/her housing goals. These actionable steps include, but are not limited to, review of the client's credit report with explanations of its meaning and items that impact (or may improve) the credit score, creation of a budget and methodologies to track one's income and spending, debt reduction planning, and savings planning. Follow-up should track the client's progress toward the goals of the action plan. Other programs and services including group educational opportunities may complement the one-on-one counseling with a certified counselor. Counselors, therefore, may appropriately make referrals to programs and services as well as to group educational activities that support and implement the goals of the action plan.

Counseling organizations are required to maintain case files including items 1-4 above as stated in 24 CFR 5.100. It is critical that files with records and case notes be kept in such a way that if a client's counselor is no longer available, either temporarily or permanently, another certified counselor in the organization can understand based on the file the client's circumstances, action plan, progress and where the client is in achieving his/her housing goals.

Organizations providing this service should have working experience with credit counseling and repair, with consumer credit bureaus and consumer credit laws. Ideally, they should be familiar with creditor tactics, liens, judgments, repossessions, and other obstacles to credit improvement.

It is critical for the counseling organization to make efforts to keep the client engaged in the counseling process and such attempts and outreach should be documented in the case file.

In accordance with HUD requirements, counseling organizations may close files if a client does not respond to outreach efforts over 60 days. The last outreach attempt should document that the file will be closed as of a specific date if nothing further is heard from the client. If the client should return to client after the 60 days, a new file should be opened.

[2] Except for reverse mortgage counseling.

Post-purchase follow-up

a) Grantees must continue their counseling relationship with customers once they become homeowners. This follow-up should continue for a period of time after purchase to ensure the homeowner's housing stability.
b) Grantees may make use of post-purchase programs using either their own programming or making referrals to other Grantees who provide such programming (*e.g.* B1 General Home Management and B2 Foreclosure Counseling).
c) If problems arise, it will be the grantee's responsibility to address them quickly as time is of the essence, and to address them as efficiently as possible. Where the District's investment is involved, counseling should include ways to protect the DC investment.
d) When working with clients who have an HPAP deferment period ending, Grantees must provide dedicated counseling services to those borrowers. In particular, grantees will be asked to make an updated assessment of each borrower's financial status regarding the appropriateness of continued deferment.
e) Potential delinquency, or foreclosure prevention, counseling will be provided to any borrower who is experiencing difficulty.
f) If problems continue with these loan clients, this counseling will become a home preservation activity.

A2 8-Hour Homebuyer Education Class (HBE)

This activity is open to applicant organizations which are HUD approved counseling organizations employing one or more Hud certified counselors.

The Department seeks HUD Approved organizations to provide the 8-Hour Homebuyer Class. This is in support of the Department's many programs for which the 8-Hour Homebuyer Class is a requirement, and also for other DC residents who seek to take this class in preparation for homeownership and for their knowledge.

Organizations should take as a serious obligation to conduct this class with knowledge staff (HUD certified counselors). The class is conducted in a traditional in-person setting or in a virtual online setting.

Those who successfully attend and complete the class should be provided with a DHCD certification (in the format approved by the Department) indicating their completion of the class and dated appropriately. Monthly attendance and award of certificates should be reported to the Department monthly. The class should be presented frequently enough to meet programmatic needs of DHCD programs. Class dates should be provided to the Department for inclusion on the DHCD calendar. Presentations should be given by staff, not outside speakers. Grantees are welcome to collaborate in the conduct of these classes.

A3: Intake for DC Homebuyer Programs (HPAP/EAHP/NEAHP)

The Home Purchase Assistance Program (HPAP) is the primary DHCD program for first-time homebuyers. HPAP provides interest-free loans that include closing cost assistance to eligible applicants. Under this program, homebuyers may have the opportunity to purchase houses,

condominiums, or cooperative units in the District. DHCD has additional homeownership programs which are associated with HPAP, and which are targeted to specific populations or geographic areas or may meet specific home buyer needs.

The satellite programs are:

(1) The Employee Assisted Housing Program (EAHP) provides assistance to District of Columbia Government employees, who are first-time homebuyers in the District; and

(2) The Negotiated Employee Assistance Home Purchase Program (NEAHP) provides down payment and closing cost assistance to certain District of Columbia Government employees whose position is covered by specific union collective bargaining agreements.

Wherever the acronym "HPAP" is used, the same applies to the EAHP and NEAHP programs.

Prior to HPAP Application

Clients interested in HPAP assistance who have a pre-approval from a lender, should be assisted with making an application to the HPAP as expeditiously as possible. Those without a pre-approval letter from a lender are required to engage in HUD Housing Counseling (see A1 above) in order that they have the benefit of credit counseling and homeownership preparation. The action plan should include the actionable steps needed to ensure success as a homeowner and to achieve a pre-approval letter from a lender. Once a pre-approval letter has been obtained, the client with the Grantee's assistance should proceed to making their application to HPAP.

Application Process

For grantee organizations, this relationship management function includes working with first-time homebuyers throughout the homeownership application, preparation, purchase, and post-purchase process. Counseling will be focused on low- and moderate-income populations.

Once HUD credit counseling is completed the HPAP process includes:

(Optional) Applicant organizations may conduct pre-purchase seminars which include information and requirements of the HPAP programs. A DHCD Certification should be provided to attendees and recorded with DHCD.

Application Intake includes document collection of those documents needed. These should be collected in person or by means of a secure portal. Email is not considered a secure means for transmission of information which could be used for identity theft or other criminal activity. Drop-off at a staff office to an employee is acceptable.

Once the application package is complete, the organization submits to the appropriate HPAP administrator.

Homebuyer Education (8-hour class) (A DHCD Certification should be provided to 8-hour Homebuyer Education attendees and recorded with DHCD.)

Post-Purchase follow-up (Records of those follow-ups should be maintained by the organization. See Post-purchase in Service A1)

Organizations will be responsible for: (1) the application process, which includes delivery of completed applications to the HPAP Administrators; (2) completion of the application form itself and collection of all required supporting documentation, and (3) maintaining performance and reporting data, and databases as needed by the Department.

A4: Inclusionary Zoning Orientations

Introduction to IZ/ADU Programs:

The District's Inclusionary Zoning (IZ) Program requires a certain percentage of units in a new residential development, or a substantial rehabilitation that expands an existing building, be set aside as affordable units. The goals of this program are to increase the supply of affordable housing for low- and moderate-income households, to support the creation of mixed-income communities, to prevent rising home prices from driving out low- and moderate-income residents, and to leverage the expertise and capacity of the private market to develop affordable housing.

Affordable Dwelling Units (ADUs) are defined as for-sale and for-rent homes that are locally restricted for occupancy by households whose income falls within a certain range and are generally offered at a below-market rate. ADUs are generally produced in exchange for zoning relief, tax incentives, public financing, and/or the right to purchase or lease District-owned land. Specific ADU provisions, such as the affordability period, income limits, and resale restrictions, are set out in deeds, covenants, land disposition agreements, ADU administration plans and other originating documents.

ADU provisions have historically varied from project to project, as each is a result of a unique negotiation or project approval. However, ADU restrictions are becoming more standardized and more similar to standard IZ requirements.

Organization roles and responsibilities:
Provide mandatory IZ Orientation. The department's PowerPoint presentation must be utilized. Presentation and answers to participants' questions must conform to agency guidelines.

DHCD seeks organizations which will provide programmatic rental and homeownership counseling services in support of both of the above programs. Information about these

programs is available through DC Housing Search https://www.dchousingsearch.org , counselors will be required to utilize DC Housing Search, and train potential customers in how to search for affordable housing through DC Housing Search.

Grantees will be required to become familiar with the program requirements and procedures, as required by DHCD. In the last few fiscal years, the IZ program has produced approximately 400 new affordable units each year.

Orientation:
In particular, organizations are required to conduct IZ Orientations to help residents to be familiar with all programmatic requirements for the IZ program.

Organizations must conduct and coordinate this mandatory orientation session in a traditional and virtual classroom settings. They must provide interested applicants/residents with the relevant terms of the program, including next steps and other information as required by DHCD.
DHCD currently provides standard slides and certificate templates to use for this orientation and will provide training to grantees.

Completion of this orientation class is mandatory before an individual may register for the IZ program and individuals must renew registration every two (2) years to remain on the IZ registration list.

The class must be conducted at least monthly beginning within 30 days after the grantee's application is approved. Coordination of this class will include publishing upcoming class dates, accepting reservations via phone, email, or other method, allowing walk-ins if space is available, providing attendees with a certificate of completion (in a format approved by DHCD) upon completion of the class and providing at least monthly attendee data to DHCD. It will also include ensuring that attendees receive all required training materials, and shall be presented by grantee staff, not outside speakers.

Grantees must train program participants in the terms and specifics of the IZ and ADU Programs (training guidance will be provided by DHCD) and provide additional pre and post homebuyer education training.

Grantees must also provide data to DHCD on a regular basis as determined and requested by DHCD, including but not limited to the names and contact details for individuals who have received a DHCD certificate and the number of attendees at IZ orientations.

A5: Income Certifications for the IZ/ADU Units Programs

The agency seeks two organizations to provide income certifications for participants in the Inclusionary Zoning and Affordable Dwelling Units programs. Income certifications are expected to be conducted under a uniform process prescribed by DHCD and following HUD Part 5. DHCD has established requirements for approving Certifying Entities, including

specific IZ and ADU training.

Grantees are expected to become Certifying Entities pursuant to DHCD requirements. Grantee organizations will be required to ensure that program participants understand that income and occupancy restrictions apply to their IZ units and ADUs. Grantees will also be expected to complete income certifications for newly selected households and for renewing tenants. Grantees will be working closely with individuals, property management/leasing staff, sales agents and DHCD. DHCD will provide the necessary forms and procedures, but Grantees will collect the necessary paperwork from individuals and complete the income and household size verification process. Upon successful certifications, Grantees will notify DHCD and the sales/leasing staff.

Such restrictions may include but would not be limited to: (1) the specific affordability period, (2) conditions for, or prohibitions against, subleasing, and (3) resale restrictions. Ongoing outreach and assistance to occupants of IZ units and ADU is required in the areas of programmatic requirements and homeownership counseling.

A6: Income Certification for PADD Applicants

The Property Acquisition and Disposition Division (PADD) encourages vacant and/or abandoned property owners to rehabilitate and/or occupy their properties. PADD acquires vacant, abandoned, and deteriorated properties through negotiated friendly sale, eminent domain, donation, or tax sale foreclosure, when owners are unwilling or unable to maintain their properties. PADD also disposes of properties in inventory by selling them to individuals or developers to be rehabilitated into high-quality affordable and market-rate single-family and/ or multi-family for-sale or rental housing in District neighborhoods.

For DHCD, the activities of this Division create affordable homeownership and rental opportunities for low- and moderate-income households. Grantees must counsel these households as they qualify for and occupy these new homeownership and rental units. DHCD seeks one or more organizations which will provide counseling or training services for affordable units made available through PADD.

Because PADD units are not produced through a traditional homebuyer program, an intensive marketing and outreach effort to our target population will be required of grantees. Counseling services will also involve conducting income certifications and re-certifications for purposes of admission and continuing participation in this program. Income certifications are expected to be conducted under a uniform process prescribed by the Department. For PADD, grantees must ensure that program participants understand that income, or occupancy, restrictions apply to their unit. Such restrictions may include but would not be limited to: (1) the specific affordability period; (2) conditions for, or prohibitions against, subleasing; (3) potential rent increases; and (4) resale restrictions. The specific unit covenant

terms will be communicated to stakeholders by the Department, but grantees must facilitate communication with stakeholders.

A7: Public Services: General Coaching and Information

Public Services may be undertaken by Applicants which have not yet obtained HUD Approval and may not employ a HUD certified housing counselors. (HUD Approved organizations who are applying for A1 or A2 do not need to apply for this service, since they are able to provide these Public Service activities in connection with their other lines of services.

These activities are frequent but not exclusively in a group setting. These may be virtual or in-person, as long as an in-person option is provided. Grantees may utilize Homebuyer Clubs as an effective tool for keeping clients engaged in homebuyer preparation when a long-term period is needed for better positioning to be a first-time buyer.

They may include group trainings on understanding credit and credit reports and involve savings programs.

Public service staff are required to train clients to utilize available tools, such as DC Housing Search https://www.dchousingsearch.org to locate affordable housing for sale and for rent.

CATEGORY B: COUNSELING AND TRAINING FOR HOME PRESERVATION

B8: General Home Management (Post-Purchase Non-Delinquent)

Post-purchase counseling is essential for Homeowners who have purchased their homes, are not delinquent in their mortgage payments and would like to remain successful by creating a realistic financial plan to avoid financial pitfalls and protect and retain their homeownership. Post-purchase counseling is essential to understand local post-purchase behavior, especially low-moderate income homeowners, that can be supported by education and supportive programs to ensure recent homeowners understand what to do in the event of hardships. Organizations that provide post-purchase counseling sessions and education workshops will ensure their topics consist of the following:

1. Prepare a maintenance plan for major household systems and repair strategies.
2. Emergency preparedness plan to assist client in case of disaster.
3. Understand consequences of not paying taxes, HOA payments or community assessments.
4. Explain the benefits of establishing an emergency fund and retirement or tax-incentivized accounts.
5. Provide knowledge of home improvement financing options like HELOCs and give counsel on how to apply for additional financing to renovate property.

6. Access the client's understanding of the process of refinancing the home and incurring more debt.

This counseling activity may include, but not be limited to, appliance warranty disputes, contractor disputes, disputes with mortgagors, will and estate issues, including transfer-on-death deeds, etc. In this service, grantees must serve as advisor-educators and are prohibited from giving legal advice. Grantee activities should focus on low—and moderate-income populations.

B9: Foreclosure Counseling

Homeowners who are delinquent in loan payments (as well as those in danger of delinquency) need to know what options are available to them. Similarly, those in foreclosure need to know their options and resources that may assist them, especially if available legal services are available.

Organizations are required to provide foreclosure prevention counseling that helps homeowners at risk understand the foreclosure process in Washington, DC, determine their legal rights and identify options to avoid foreclosure.
Organizations will assist struggling homeowners with loss mitigation, communicate with mortgage servicers and provide services such as the following:

1. Provide advice and coaching to assist clients with creating a budget based on financial goals. Assess the current financial situation and develop short and long-term strategies to reduce expenses and debt to achieve client goals.
2. Explain loss mitigation. Explain the requirements of a loss mitigation package and evaluate the client's loss mitigation options for FHA and non-FHA loans.
3. Provide examples of mortgage default scams and ways to avoid being a victim.
4. Explain the consequences and costs associated with a foreclosure, short sale, or deed-in-lieu.
5. Explain the foreclosure timeline and devise a plan if the client is unable to stay in the home and assist the client in mortgage default recovery. Demonstrate the impact of a mortgage default.
6. Work with displaced residents seeking referrals for housing.

Grantees work with homeowners who are delinquent in their mortgage payments, or who are in foreclosure, or in post-foreclosure. These counseling services are also offered to owners of multi-family properties, and ownership associations. This counseling serves as a central element of DHCD's overall foreclosure prevention strategy.

It is critical to address the District's foreclosure crisis. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Grantees also work with the Department of Insurance Securities and Banking (DISB) to protect clients against scam operations that prey upon residents who are subject to foreclosure. Grantee organizations extract data for outreach and targeting efforts from the Office of the Recorder of Deeds, which provides a listing of all official foreclosures in the

District on a weekly basis. DHCD seeks one or more organizations that will provide foreclosure counseling services which include, but may not be limited to, all of the above-described foreclosure prevention activities.

For grantees, this counseling function means working with troubled homeowners, utilizing all foreclosure prevention or mitigation tools available, and if necessary, working with customers throughout their foreclosure or post-foreclosure process. Grantees must provide full assistance and advice to troubled homeowners. Grantees will be responsible for: (1) assessing the homeowner's circumstances, (2) educating the homeowner about the full implications of mortgage delinquency and foreclosure (3) exploring and providing options of action for the homeowner (4) providing tools or alternative support that may further assist the homeowner (5) developing and executing a best action plan for either saving the home or undertaking the best course for the homeowner, and (6) tracking the results of their counseling efforts. In addition, grantees will provide ongoing performance and reporting data and databases maintained.

Post-Foreclosure Counseling: It is critical that grantees continue their counseling relationship with customers, even if the home cannot be saved. Grantees must follow up with troubled homeowners for a period of time after any action plan has been executed. If the home has not been saved, counseling should be made available, and if necessary, referral to other needed services. If the home has been saved, counseling follow-up is also necessary to ensure that the ongoing action plan is being properly implemented. If more problems arise, it will be the grantee's responsibility to address them as quickly and as efficiently as possible.

With the passage of the Saving DC Homes from Foreclosure Emergency Amendment Act of 2010, troubled or delinquent District homeowners have the right to engage in mediation prior to foreclosure. As a result, DHCD requires grantees to provide counseling related to this mediation process.

Grantees must be familiar with the Law, its regulations, and the mediation process which has been implemented by the Mediation Administrator at the DC Department of Insurance, Securities, and Banking. Grantees must educate troubled homeowners in the decision factors related to mediation election, and, if necessary, prepare them for mediation. In some cases, counselors may be asked to accompany, or represent, troubled homeowners in the mediation process. Grantees must ensure that all customers who elect mediation complete and submit proper documentation in a timely manner. Grantees must ensure that the best interests of troubled borrowers are protected throughout the mediation process. Finally, DHCD expects grantees to follow-up after the mediation process is complete to ensure that any final mediation agreement is properly implemented.

B10: Eviction Counseling

Applicants who have HUD certified counselors or NeighborWorks America foreclosure certified counselors may offer this service. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Training should also include knowledge of laws and legal procedures governing eviction.

Eviction has long created housing instability for renters, and especially among low- and moderate-income households. For those at the lower end of the economic scale, eviction has caused not only housing instability but also employment insecurity and homelessness. Studies have shown that lack of access to legal representation has resulted in markedly different and detrimental outcomes as compared to renters who have legal representation. After legal representation, the next most effective range of services includes alternative dispute resolution (or mediation), knowledge and guidance in court navigation, and effective management of legal and tenant-landlord documents. In addition to housing instability, eviction also has credit impact for the tenant.

It is critical to provide those in danger of eviction with counseling to make informed decisions. This includes access whenever possible access to legal services. Also, appropriate training includes information about tenants' rights and obligations, the credit impact of eviction, use of payment plan agreements, understanding of court processes and procedures, and access to alternatives to court procedures. When tenancy is lost, counseling for housing alternatives is needed and a path forward to credit repair.

B11: Single-Family Residential Rehabilitation Program

The Single-Family Residential Rehabilitation Program (SFRRP) administers grants to District homeowners for roof repairs and for modifications to eliminate barriers to accessibility for persons with mobility or other physical impairments. Projects approved for SFRRP require a covenant on the property to protect the District's funding of the project.
DHCD seeks one or more organizations which will provide application intake services to SFRRP applicants throughout the grant process.

> **Mandatory Counselor Intake Training:** Grantees for this line of service are required to attend training with the SFRRP team in September to be introduced to updated aspects of the SFRRP for FY25. It is critical that the grantee have a solid understanding of the updated program and the requirements for applications. Therefore, the September training is mandatory for SFRRP intake counselors.
>
> **Application Period:** Applications for SFRRP will only be taken between October 1, 2024, and December 31, 2024. To be considered applications during this period must be complete. Lack of required documentation or information will not "hold a place" in the program if not provided before the December 31, 2024. The Department at its sole discretion reserves the right to close the program prior to the deadline if funding is depleted or no longer available.

Information Session for Applicants: The Department will provide Grantees with a PowerPoint presentation outlining the program and its requirements. Intake counselors are required to use this presentation with all potential applicants either in a group sessions (such as an Orientation) or in a one-on-one session with the potential applicant.

Grantee's and Counselor's Responsibilities: (1) use the Department PowerPoint presentation to present the program to potential applicants, answering questions from residents interested in the program; (2) complete the application document and collection of **all required** supporting documentation *(incomplete applications will not be accepted)*; (3) post-application and post-grant support; and (4) providing performance and reporting data as required.

45 Day Period: It is critical that no application be uploaded in the SFRRP portal unless it is complete with all required documents and intake form completed. If an incomplete application is uploaded in the portal, the SFRRP staff will notify the counselor and the applicant that the application cannot be accepted. The notification state that what is complete and state the **applicant has 45 days** to provide the requested information including documents. After 45 days if the application remains incomplete, the application will be closed as incomplete for funding.

Application Portal: Counselors will need to provide their name and contact information (e.g. email) when uploading in case SFRRP program staff need to follow up.

Legal Citations Governing Program Area for Category B:

Applicants to provide any service in Category B should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

- Lead Safe Washington 24 CFR, Part 35, 24 CFR, Part 85.37, Section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992
- Single Family Rehabilitation 14 DCMR, Chapter 28 First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
- Saving DC Homes from Foreclosure Emergency Amendment Act of 2010 (DC Act 18-635; 57 DCR 12404)

B12: Legal Services for Homeowners and/or Coop & Condo Associations

The Department seeks organizations to provide legal services to provide one or both of the services noted below. Grantees will conduct outreach to low- and moderate-income populations in need of these services.

- Legal Services to Seniors
  Seniors who are homeowners can be assisted by the Applicant to have legal services to assist Seniors to avoid housing instability or the loss of ownership of their home. In addition to their own attorney staff, Applicants may seek *pro bono* services from other members of the Bar.

- Legal Services to Coop-Condo Associations
  Legal services may be provided to Cooperatives and/or Condominiums ("Associations") to ensure housing stability. If Associations have problems in areas of legal entity status, required legal or financial filings, compliance issues, risk management concerns, board and member training, best legal practices, and collection of association fees (to name of few), such issues may threaten the member's housing stability, and the owners' (or members') investment in their properties. Selected applicants will provide legal services to Associations in low- and moderate-income census blocks to mitigate these concerns, to preserve housing stability of owners and to ensure well-functioning Associations and Boards.

B13: Technical Assistance for Coop and Condo Associations

The Department seeks one or more organizations to provide technical assistance to Associations. The situation many Associations may face is a need for training in best practices of Association management. Training in best practices and frequently encountered problem situations may be offered by the grantee not only to the Association Board but also to the owners in the Association. Association boards and their member owners frequently face issues of association fees not being paid, lack of income to fund reserves, special projects that would require a special assessment, and decisions of taking court action or being the defendant in a court action. These are just a few of the legal issues which may arise for the Association, in addition to the more routine matters of by-laws and required legal documents for the operation of the Association.

B14: Technical Assistance for Landlords of Small Rental Properties

Landlords of small rental properties face enormous challenges. They frequently lack the staff and the resources of large multi-family properties to deal with the many details of operations and asset management. Small unit properties cannot readily absorb mistakes or challenges.

In a ten-unit property, one vacancy is a 10% vacancy rate, while one unit in a 100-unit property is 1% vacancy rate. Yet, small unit properties are often the affordable renter properties. To preserve this housing stock as an affordable option, DHCD seeks grantees to provide Technical Support to Owners of Small Unit Properties (of 30 units or less).

Services can be provided through group training as well as through one-on-one counseling. Like many small business owners, owners can often benefit from a better understanding of accounting practices and financial statements (balance sheet, income statement, cash flow report). Knowledge of financing options is another common to many business owners. Topics such as these are particularly suitable to the needs of owners.

1. **Property Management Software**: Landlords often need help selecting and implementing property management software to track rent payments, maintenance requests, tenant information, and other critical operational data.

2. **Legal Compliance**: Guidance on navigating complex local, state, and federal housing laws and regulations related to fair housing, security deposits, evictions, and other landlord-tenant issues.

3. **Financial Management**: Guidance with accounting, tax preparation, and financial planning specific to rental property ownership and operations.

4. **Maintenance and Repairs**: Access to vetted contractors, tradespeople, and service providers to handle property maintenance, repairs, and upgrades in a timely and cost-effective manner.

5. **Tenant Screening and Selection**: Guidance and best practices with tenant screening processes, background checks, and selecting responsible renters to minimize vacancies and evictions.

6. **Marketing and Leasing**: Help with listing vacant units, advertising, showing properties, and executing leases to keep units occupied.

7. **Emergency Response**: Guidance on developing emergency plans and protocols to address unexpected events like natural disasters, property damage, or tenant issues.

8. **Asset Management Issues**: The ratios and metrics of asset management for multi-family properties provide a helpful guide to best practices. For example: Many landlords are unaware of the effect that certain metrics have in their properties. Slow "Make-Ready" times, refers to the length of time it takes to prepare an apartment to be shown to prospective tenants. Similarly, "turn time" refers to the times it takes to find a renter and receive the first month's rent. Slow turn times are also a drain on resources. When there are slow "make ready" and slow "turn times" the combined effect can be detrimental for the property's future. High turn-over rates among renters is another draw on the income. Other issues and topics include: What to do when you have a tenant who is not paying rent? What are the alternatives to eviction? How do the Court work? Are there pre-eviction resources? What legal services are available to the owner?

CATEGORY C: TENANTS AND TENANT GROUPS: SERVICES RELATIVE TO Tenants Opportunity to Purchase Act, Rental Conversion and Sale Division, and Rental Accommodations Division

The DC Tenants Opportunity to Purchase Act (TOPA) seeks to protect tenants and tenant groups from displacement due to sale of the property. The law allows tenants to purchase their apartment building. Tenants have the choice of maintaining the apartments for rent or converting to cooperatives or condominiums. DHCD seeks to preserve affordable housing in the District and limit displacement of low- and moderate-income households. For groups that choose coop or condo conversion, this provides a path to homeownership.

DHCD provides both financial assistance and technical assistance, as well as specialized organizational and development services, for tenant groups who are pursuing the purchase of their apartment buildings. Through DHCD's Development Finance Division, organized tenant associations may be provided with seed money, earnest money deposits, and acquisition and/or rehabilitation assistance. After acquisition and rehabilitation, DHCD also provides ongoing Board training and property management support to the newly formed cooperative or condominium Boards.

C15: TOPA: Pre-purchase Training

DHCD seeks one or more organizations which will provide pre-acquisition organizational and developmental counseling and training to tenant groups or tenant associations in support of their intent to purchase their building. These tenant groups must be preliminarily qualified as eligible for DHCD's Tenant Purchase Technical Assistance program. Grantees must provide the following services to tenant groups:

a) establishment of a tenant association.
b) selection and appropriate training of Board members.
c) training of captains (court, building and floor).
d) training in roles and functions of committee members; (5) training tenant groups in detail about the building purchase process.
e) training tenant associations in property management techniques.
f) provide training to the tenant association on each type of ownership; and conducting surveys of tenant associations to determine the appropriate form of ownership for their building (cooperative or condominium).

It is critical that Grantees in this service maintain an outreach to educate and inform low- and moderate-income tenants about their rights and opportunities provided by TOPA. Grantees are encouraged to make this a central aspects of their marketing plan, and to create

opportunities as well as avail themselves of opportunities to participate in educational outlets to reach tenants. Collaboration with other Grantees in this or similar service lines is encouraged. Grantees should participate in DHCD when and as those opportunities for outreach are available.

While training the tenant association, the grantee must be able to prepare and submit appropriate documentation required in the purchase process, including but not limited to tenant profiles and feasibility analyses, response to Notice of Sale of Building, preliminary development, acquisition, and rehabilitation plans, and operational plans.

The grantees must have skill and experience in negotiating the lease or purchase of the building. In addition, grantees must assist tenant groups in procurement related to the development, purchase, and rehabilitation process, including but not limited to attorneys, architects, engineers, financial and developmental consultants, private developers, appraisers, and property managers.

C16: TOPA: Post-Purchase Training

DHCD seeks one or more organizations which will provide ongoing post-acquisition counseling services which include property management and Board training for properties which have been purchased and/or rehabilitated with financial assistance from the DHCD Development Finance Division's First Right Purchase program. Generally, these are multi-family properties that have been purchased through limited equity cooperative agreements or condominium purchases. Therefore, non-profit Board training and development skill and/or experience, as well as multi-family property management skills are critical to providing effective counseling services. Services to be provided under this activity may include, but are not limited to:

a) establishing standards of evaluation for each participant's financial status and leadership capacity.
b) conducting annual management reviews of all Boards, oversee election and
c) training of new Board members.
d) assisting in the establishment of appropriate arrangements with required service providers such as exterminators, garbage collectors, landscapers, etc.
e) assisting in capital management planning and a stabilization plan for rehabilitation and/or refinancing.
f) tracking property vacancies and reviewing new applications for membership.
g) establishing and reviewing membership guidelines.
h) technical assistance in accounting, budgeting, and the preparation of financial statements for long-term financial viability.
i) providing Board of Directors with training as appropriate; and

j) other required management and support duties. Grantees will assist the condominium or cooperative in developing a budget for the overall management and carrying costs of the property.

Grantees will assist the Board and membership in all aspects of management, such as completion of the audit, Fair Housing issues, required individual, property, and Board insurance, taxes, the role of Board officers, evaluation of monthly financial performance, training on lender compliance, i.e. loan payments, income requirements. DHCD will likely negotiate assignment of specific properties to grantees for this service.

Legal Citations Governing Program Area in Category C:

Applicants to provide any service in Category C should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
Tenant Purchase Technical Assistance Program DC Code 42-3404.02
Rental Housing Conversion and Sale Act of 1980, as amended (DC Code 42-3401.01 et. seq.) (Also known as the Tenant Opportunity to Purchase Act or "TOPA")

C17: Services for Tenants and Tenant Organizations
(in partnership with Housing Regulation Administration, Rental Accommodation Division, Rental Conversion and Sale Division).

Activities under this service will supplement and enhance the services provided by DHCD's Housing Regulation Administration (HRA), which includes the Rental Accommodations Division (RAD) and the Rental Conversion and Sale Division (CASD).

RAD administers the Rental Housing Act of 1985 (D.C. Official Code § 42-3501.01 et seq.) which regulates residential rental housing registration and the rent stabilization program (commonly known as rent control). RAD oversees rent adjustment procedures, processes notices to vacate, reviews tenant petitions prior to adjudication by the Office of Administrative Hearings and adjudicates most types of landlord petitions. RAD also proposes rules and regulations for administration of the Rental Housing Act for review and publication by the Rental Housing Commission.

CASD administers the Rental Housing Conversion and Sale Act of 1980 (D.C. Official Code § 42- 3401.01 et seq.) which regulates the sale or transfer of ownership interests under the

Tenant Opportunity to Purchase Act of 1980 (TOPA) (D.C. Official Code § 42-3401.01 et seq.), the conversion of use of rental housing to condominium or cooperative ownership and residential condominium formation and registration under the Condominium Act of 1976 (D.C. Official Code § 42-1901.01 et seq.). Further, CASD administers a Housing Assistance Payment program (HAP), under which tenants may be eligible for rent assistance if they are displaced due to the conversion of use of their apartment building to condominium or cooperative ownership.

CASD also proposes rules and regulations for administration of the Rental Housing Conversion and Sale Act of 1980.

DHCD seeks one or more organizations which will support RAD and CASD operations by providing counseling and tenant education services to tenants and tenant groups. Grantees must provide counseling and training assistance to tenants and tenant organizations regarding the District's rental housing laws and tenant and landlord rights and responsibilities.

For CASD, grantee organizations must provide counseling and training concerning: (1) tenants' TOPA rights when a landlord intends to sell, demolish, or discontinue rental housing use; (2) transfers of rental housing ownership or economic interests; (3) assisting tenants or tenant organizations in exercising their right to purchase; (4) informing tenants or tenant organizations relating to partner-investors and assigning TOPA rights; (5) conversion of use from rental housing to condominium or cooperative ownership by tenant elections, or conversion in lieu of tenant elections; (6) the Housing Assistance Payment program and relocation assistance; (7) tenant organization formation, incorporation, and registration; (8) protections for elderly or disabled tenants; (9) coercive or retaliatory activities; (10) tenant rights when rental housing is in foreclosure; (11) notices of intent to convert use from rental housing to condominium or cooperative ownership; and (12) relocation counseling for displaced tenants.

For RAD, service providers must demonstrate the ability to counsel and train tenants and tenant organizations on rent control provisions including properties that are regulated by or exempted/excluded from rent stabilization under the Rental Housing Act:

1) petition- based and annual rent increases.
2) executing and filing tenant petitions.
3) responding to landlord petitions.
4) protections for elderly and disabled tenants.
5) RAD's conciliation services.
6) notices to vacate and eviction procedures.
7) disclosures to tenants.
8) changes and decreases in services and facilities.

9) learning about and securing enforcement of housing condition regulations.
10) security deposits.
11) understanding lease provisions.
12) rent increases if a property is not under rent control.
13) appealing decisions of the Rent Administrator or the Office of Administrative Hearings; and
14) relocation counseling for displaced tenants. Note: Advocacy on behalf of tenant groups, or tenant rights assignees– including, but not limited to, legal advice or advocacy on tenants or tenant organizations' behalf in negotiations with a property owner–is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators, and not as advocacy groups. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns, or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a grantee is to ensure that tenants understand all available options.

Direct Counseling to Tenants and Tenant Groups: tenant counseling services will be designed to educate tenants in privately-owned properties about their legal rights and opportunities. This service is to be provided to tenants and tenant groups which are not subject to foreclosure and have not selected to exercise their Opportunity to Purchase Rights and/or Right of First Refusal under TOPA. It also includes providing other services and tenant education, which may not fall into the categories of services outlined above, such as eviction counseling, relocation counseling, apartment search, or apartment management.

DHCD seeks one or more organizations with the capacity to bring a range of resources to prevent involuntary displacement and to provide opportunities for continued affordable rental housing. Grantees must provide counseling services to tenants and tenant groups which include, but are not limited to: (1) outreach to tenant groups upon notice of one-year potential for subsidy expiration; (2) technical assistance in negotiations between owners and HUD relative to the renewal of federal subsidy contracts; (3) counseling for tenants in buildings where the subsidy will be lost and the tenant(s) must move; (4) counseling for tenants who are behind in their rent on best-action options; and (5) appropriately referring tenants who are in landlord/tenant disputes to all available resources. Grantees must also conduct research using the many databases and research tools available to identify properties that have a critical need for counseling assistance, including but not limited to DCHousingsearch.org. Note: Advocacy on behalf of tenant groups or tenants' rights assignee –including, but not limited to, legal advice or advocacy on tenants or tenant organizations behalf in negotiations

with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators and not as tenant advocates. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a prospective grantee is to ensure that tenants understand all available options.

Additional Legal Citations Governing Programs in Category C.

Applicants to provide any service in this Category and should review in detail the legal citations governing DHCD's rental accommodation functions:
(1) the Rental Housing Act of 1985, D.C. Official Code § 42-3501 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapters 38-44.
(2) the Rental Housing Conversion and Sale Act of 1980, D.C. Official Code § 42-3401 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapter 47.
(3) the Condominium Act of 1976, D.C.

Official Code § 42-1901 et seq.; (4) D.C. Official Code § 42-1901 et seq.; (5) the First Right to Purchase Program, title 14 of the District of Columbia Municipal Regulation, chapter 2700; and (6) Housing Conditions, Title 14 of the District of Columbia Municipal Regulations, Chapters 1-15. Submission of an application relevant to these services presumes that the applicant intends to meet all requirements to provide counseling to tenants and tenant groups pursuant to these above referenced citations.

3.3 Geographic Distribution of Services

The Department's decision to select one or more grantees to provide services will be influenced by the potential geographical distribution of service among the qualified applications received. Applicants can designate their proposed service areas in the District based on their by-laws, Board policies, etc. However, the Department reserves the right to designate any service areas it deems appropriate or necessary in making awards and negotiating grant terms. In reviewing the applicant pool, the Department's priority will be to ensure that excellent affordable housing counseling and training services are provided to all low- and moderate-income citizens of the District of Columbia. The Department will seek to bring parity in the quality of all housing services provided for all areas of the District through the award and ongoing management of these grants.

3.4 Marketing and Outreach

Marketing Plan to be submitted: Marketing and outreach are critical aspects of the grant's work. Grantees' efforts ensure these programs and services' success and desired impact. No Grantee or service is exempt from this requirement. Applicants must submit a detailed marketing and outreach plan for the services they are applying for. The plan should be detailed and not assume an understanding that has not been stated. Marketing should be included in the proposed budget and work plan.

DHCD will review and approve the marketing plan. In accordance with agency policy, marketing activities should highlight partnerships with and funding by DHCD.

Aspects of Marketing and Outreach to be considered:

- Continuous and consistent marketing and outreach are essential to achieving these services' objectives and maximizing public awareness of DHCD housing programs.
- Because of DHCD's diverse target population, grantees must utilize various marketing tools.
- Grantees are responsible for distributing DHCD program materials at community forums, public events, homeownership meetings, and fairs. Marketing and outreach may include but are not limited to, websites, email blasts, blogs, listservs, Twitter, Facebook, YouTube, Hope Hotline, flyers, door-to-door visits, community meetings, use of cable television (Channel 16), and public service announcements.

Coordinated with the Department: The grantee's marketing and outreach must be coordinated with DHCD. Grantees are expected to continually assess the success and impact of their marketing efforts to identify the most effective and efficient ways of reaching low– and moderate-income populations.

Participation in Department Marketing Activities: As required by DHCD, Grantees must participate in public activities and events related to housing opportunities. These may include but are not limited to tabling at events, participating in panel discussions, and providing speakers to groups, agencies, or organizations that request them.

DHCD Acknowledgement: Grantees must always acknowledge such housing assistance activities as Department of Housing and Community Development programs in any distributed print or electronic materials. DHCD must approve all such materials before distribution.

Use of DHCD Logo: All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or entirely, by the Department.

1. The written or printed materials must include the authorized DHCD logo.
2. Written or printed materials include, but are not limited to, newspaper, radio, and television announcements or advertisements. Websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.

4. The grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to the Grantee.
5. The grantee must provide copies of all marketing materials, brochures, flyers, and other materials that publicize grant-funded activities to the Grantor via email at dhcd.occo@dc.gov
6. The grantee shall publicize as appropriate to its constituency through social media, print, and online postings, DHCD communications, and events related to Grant-supported activities.

Diversity and Language Access in Marketing: Grantees must demonstrate the capability to effectively serve and communicate with the District's various non-English speaking and special needs populations. This means that marketing and outreach materials must be made available in multiple languages and media based on the needs of those populations. The grantee must demonstrate its intent and capability to comply with the District's Language Access Law. In addition, grantees must demonstrate the availability of appropriate staffing to ensure compliance with the District's Language Access Law.

3.5 Focus Areas and Neighborhood Revitalization Strategy Areas (NRSA)

DHCD has identified specific areas of the District as "Focus Areas." These Areas represent areas where the District has invested in funding to create and preserve affordable housing. Focus Areas follow main routes through the District and their associated neighborhoods. In many cases, business owners are centered on these major routes, while resident services will be seen as more appropriate for those in the communities. Applicants must ensure services are delivered to low- and moderate-income households or areas as part of their program (Housing Services, Small Business Technical Assistance, Façade Improvement). This is a CDBG requirement.

- For Housing Counseling applicants, these Focus Areas should be used to plan outreach activities to inform residents of their services.
- For SBTA and Façade grantees, the Focus Areas define the geographical areas of the District in which they will provide services. In this latter case, the Focus Areas define not only their outreach area but also their service area.

NRSAs Targeting East of the River

The Department obtained the HUD designation for the Neighborhood Revitalization Strategy Area (NRSA) for the Focus Areas in Wards 7 and 8. DHCD has designated areas of Historic Anacostia in the city's Southeast and Far Northeast communities as Neighborhood Revitalization Strategy Areas (NRSAs). This designation will allow the city to target Community Development Block Grant (CDBG) funding that supports economic and community revitalization efforts. These include Martin Luther King Jr Avenue, Marion Barry Avenue, Minnesota Avenue, and Benning Road. However, all areas of Ward 7 and Ward 8 remain the focus of the grantee's work and outreach.

For communities outside of the NRSA areas, DHCD has designated Focus Areas throughout the District. Applicants are encouraged to partner with other community-based organizations. This collaboration can include cross-disciplinary collaboration. For example, a Façade grantee may partner with an SBTA grantee to provide business owners various services encompassing both disciplines. Housing service grantees may partner to promote or provide services one grantee offers, but another may not. The key to collaboration is an outlook of being partners, not competitors.

The following is a list of the Focus Areas and some of their associated neighborhoods. The outreach plans can include other nearby neighborhoods, mindful of the low-income requirements. Each applicant is asked to select one or more Focus Areas for their application. Please note that this is a minimum, and applicants may choose more than three. Applicants will be asked to provide reporting on outreach activities.

The following is a list of the Focus Areas outreach plans, mindful of the low and income requirements.

Focus Areas/Neighborhoods

- **16th St NW Corridor** near the intersection with Havard St NW (Columbia Heights) in Ward 1
- **Georgia Ave and New Hampshire Ave NW Corridor** (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- **Rhode Island Ave and South Dakota Ave NE Corridor** (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 4 and Ward 5
- **M Street and South Capitol Streets SW Corridor** (Greenleaf and Waterfront) in Ward 6
- **Benning Road and Florida Ave NE Corridor** (NoMa/Ivy City/Trinidad) in Ward 5 and Ward 6
- **Minnesota Ave and Benning Rd NE Corridor** (Benning, Greenway) in Ward 7
- **Pennsylvania Ave and Minnesota Aves SE Corridor** (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- **East Capitol and Benning Rd Corridor** (Capitol View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- **Marion Barry Ave and Martin Luther King Aves SE Corridor** (Historic Anacostia, Fairlawn, Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- **Marion Barry Ave and Alabama Aves Corridor** (Skyland, Woodland, Garfield Heights) in Ward 8
- **Martin Luther King Ave and Alabama Ave Corridor** (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- **South Capital St and Chesapeake St SE Corridor** (Bellevue, Washington Highlands) in Ward 8

FY25 Housing Counseling Services Workplan

Organization Name:
Grant Number:

Performance Period: 2/1/2025 to 09/30/2025

RFA Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	NRSA Ward 7 & 8 All Services	Total
A1	HUD Housing Counseling	20	Number of First Time Homebuyers Purchasing Homes	Public Service or NRSA	$40,000.00	$0.00	$32,791.00	$72,791.00
A1		100	Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		160	Number of 1:1 Counseling Sessions (Budget & Credit)					
A1		80	Number of unduplicated households					
A1		200	Number of 1:1 Homebuyer Counseling Sessions					
A1		67	Number of unduplicated households					
A2	8-Hour Homebuyer Class	12	Number of 8-hour Homebuyer Educations Classes	Public Service or NRSA	$10,000.00	$0.00	$10,000.00	$20,000.00
A2		67	Number of Attendees of 8-hour Homebuyer Classes					
A2		50	Number of DHCD Certificates issued					
A3	HPAP (EAHP/NEAHP)	28	Number of HPAP Pre Purchase Orientations conducted	Non-Public Service or NRSA	N/A	$67,000.00	$0.00	$67,000.00
A3	(NPS ONLY)	333	Number of Attendees at HPAP Orientations					
A3		67	Number of Files submitted to HPAP Administrators					
A3		267	Number of 1:1 HPAP Counseling Sessions					
A3		67	Number of unduplicated households					
A4	IZ/ADU Orientations	16	Number of IZ Orientations Conducted	Public Service or NRSA	$15,000.00	$0.00	$20,000.00	$35,000.00
A4		533	Number of Attendees at IZ Orientations					
A4		533	Number of DHCD Certificates issued					
A5	IZ/ADU Income Certifications	167	Number of IZ/ADU Income Cetifications completed	Public Service or NRSA	$15,000.00	$0.00	$20,000.00	$35,000.00
A6	PADD	0	Number of PADD group training/coaching	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
A6		0	Number of Attendees at PADD group training					
A6		0	Number of 1:1 PADD sessions (if applicable)					
A6		0	Number of unduplicated households receiving 1:1 PADD sessions					
A6		0	Number of PADD Income Certifications					
A7	General Housing Services & Information (Group Training)	7	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)	Public Service or NRSA	$20,000.00	$0.00	$0.00	$20,000.00
A7		50	Number of Attendees at Financial Literacy Trainings					
A7		0	Number of Homebuyer Clubs Meetings					
A7		0	Total of Attendees at Homebuer Club Meetings					
A7		0	Number of group trainings or workshops not reported in other categories					
A7		0	Number of Attendes at group trainings or workshops not reported in other categories					
B10	Eviction Counseling	0	Number of Eviction workshops	Public Service or NRSA	$25,000.00	$0.00	$10,000.00	$35,000.00
B10		0	Number of Attendees at Eviction workshops					
B10		83	1:1 Eviction Counseling					
B10		43	Unduplciated households 1:1 Eviction Counseling					
B10		0	Number referred to Attorney(s) for Legal Services					
B10		0	Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)					
B10		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)					
B10		0	Number Evictions Prevented					
B11	SFRR	0	Number of SFRRP Orientations conducted (required)	Public Service or NRSA	N/A			$0.00
B11		0	Number of 1:1 Intake sessions					
B11		0	Number of unduplicated households					
B11		0	Number of complete applications submitted in SFRRP Portal					
B12	Legal Services for Seniors, Coops and Condos	0	Senior households receiving legal services	Public Service or NRSA	N/A			$0.00
B12	(Law Firm Subrecipients Only)	0	Coop Associations receiving legal services					
B12		0	Condo Associations receiving legal services					
B12		0	Number of Pro Bono Legal Services Recruited and Retained					
B12		0	Number of Trainings for Law Firms (Trainings)					
B12		0	Number of Attendees at trainings for Law Firms (Attendees)					
B12		0	Number of new partnerships initiated					
B12		0	Total Number of Trainings to and work with Pro Bono Provided					
B12		0	Number of outreach presentations conducted					
B12		0	Number of outreach activities conducted					
B12		0	Number of Senior Households that received Legal Counsel or Consultation					
B12		0	Number of Senior households that received Legal Representation					
B12		0	# of clients helped with Schedule H					
B12		0	# of clients helped with life planning docs					
B12		0	# pro bono attorneys engaged in housing-related matters					
B12		0	# veterans receiving legal counsel/advice					
B13	Technical Assistance for Co-Ops and Condo Associations	0	Number of Co-Op Associations receiving Technical Assistance					
B13	Coops	0	Number of Action Plans written for Co-Op Associations					

B13	Coops	0	Number of Successful Outcomes for Co-Op Associations	Public Service or NRSA	$0.00			$0.00
B13	Coops	0	Number of Asset Management Improvement Services Provided for Co-Op					
B13	Coops	0	Number of Asset Management Tactical Support Services Provided to Co-Op					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Legal Assistant Services provided to Distressed Co-Op Associations					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Organization Sustainability Tactical Support Services Provided to Co-Ops					
B13	Coops	0	Number of Ownership Educations Sessions provided to different ownership models including shared equity					
B13	Coops	0	Number of Relocation Plans completed and accepted for Co-Ops					
B13	Coops	0	Numbers of Trainings on Board Operations Governance & Management to Co-ops					
B13	Coops	0	Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management					
B13	Coops	0	Number of written Asset Management & Sustainability Plans for Co-Ops					
B13	Condos	0	Number of Condo Associations receiving Technical Assistance					
B13	Condos	0	Number of Action Plans written for Condo Associations					
B13	Condos	0	Number of Successful Outcomes for Condo Associations					
B13	Condos	0	Number of Asset Management Improvement Services Provided for Condo					
B13	Condos	0	Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo					
B13	Condos	0	Number of Asset Management Tactical Support Services Provided to Condo					
B13	Condos	0	Number of Legal Assistant Services provided to Distressed Condo Associations					
B13	Condos	0	Number of Consultative Services Provided to Condo Associations and Clients					
B13	Condos	0	Number of Organization Sustainability Tactical Support Services Provided to Condo Associations					
B13	Condos	0	Number of Relocation Plans completed and accepted for Condo Associations					
B13	Condos	0	Numbers of Trainings on Board Operations Governance & Management to condo associations					
B13	Condos	0	Number of written Asset Management & Sustainability Plans for Condo Associations					
B13	Coops and Condos	0	Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed					
B13	Coops and Condos	0	Number of Associations (Coops and Condos) referred to private/ nonprofit Law Firm					
B13	Coops and Condos	0	Number of Trainings on Development including Relocation and Construction Management					
B14	Technical Assistance for Small Apartment Owners (25 units and less)	0	Number of Inquiries Received	Public Service or NRSA				$0.00
B14		0	Number of Owners/Managers receiving Services					
B14		0	Number of Action Plans Written					
B14		0	Number of Action Plans Implemented/Completed					
B14		0	Number of Owners/Managers needing Asset Management Guidance					
B8	General Home Management (Post Purchase Non-Delinquent)	0	Number of Homeownership Preservation Workshops	Public Service or NRSA	$10,000.00		$20,000.00	$30,000.00
B8		0	Number of Attendees at Homeownership Preservation Workshops					
B8		3	Number of Post-Purchase Workshops (not including Homeownership Preservation)					
B8		33	Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)					
B8		33	Number of 1:1 Post-Purchase Counseling Sessions					
B8		33	Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions					
B9	Foreclosure Counseling	3	Number of Foreclosure Workshops	Public Service or NRSA	$10,000.00		$20,000.00	$30,000.00
B9		13	Number of Attendees at Foreclsoure Workshops					
B9		33	Number of 1:1 Foreclosure Counseling Sessions					
B9		7	Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions					
B9		0	Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)					
B9		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)					
B9		0	Number referred to Attorney(s) for Legal Services					
B9		0	Number of Foreclosures Prevented					
C15	TOPA Pre-Purchase Counseling & Training	132	Number of TOPA Meetings with Tenant Association	Public Service or NRSA	$50,000.00		$60,000.00	$110,000.00
C15		1323	Number of Attendees at TOPA Meetings					
C15		8	Number of TOPA Training Workshops to Tenants					
C15		67	Number of Attendees at TOPA Training Workshops					
C16	TOPA Post-Purchase Counseling & Training	5	Number of TOPA Post Purchase Training Workshops	Public Service or NRSA	$10,000.00		$10,000.00	$20,000.00
C16		43	Number of Attendees at TOPA Post Purchase Workshops					
C16		0	Number of unduplicated households					
C16		600	Number of one on one counseling sessions					
C16		0	Number of group training/coaching					
C17	Tenant Counseling for HRA - Rental Accomodation Division	0	Number of unduplicated households	Public Service or NRSA	$10,000.00		$5,000.00	$15,000.00
C17		0	Number of one on one counseling sessions					
C17		43	Number of group training/coaching					
C17		43	Number of Attendees at group training/coaching					
Marketing	MARKETING AND OUTREACH	7	Housing Fairs	Public Service or NRSA	$18,542.00		$25,000.00	$43,542.00
Marketing		11	Other Tabling Events					
Marketing		6667	Flyers Distributed					
Marketing		47	Social Media Posts (Facebook, LinkedIn, Instagram)					
Marketing		0	Mailings					

Marketing		0	Paid Advertizing (display ads in print)					
Marketing		0	Other					
Marketing		0	Other					
	TOTALS	12104			$233,542.00	$67,000.00	$232,791.00	$533,333.00

LEFTOVER MONEY	$0.00	$0.00	$0.00
TOTAL AVAILABLE TO LEDC	$233,542.00	$67,000.00	$232,791.00

Exhibit B Budget

- Schedules A (3-1) and A (3-2) for the First Performance Period

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

Rev. 12/09/2024

ORGANIZATION NAME:	Latino Economic Development Corporation
PERIOD OF PERFORMANCE:	2/1/2025-9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	
WARD (if applicable):	
TYPE OF ACTIVITY:	

Instructions: *Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$426,507.71	$0.00	$426,507.71
Credit Report	$0.00	$0.00	$0.00
Space	$0.00	$0.00	$0.00
Insurance	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Training	$0.00	$0.00	$0.00
IT Services & Support	$0.00	$0.00	$0.00
Contractors & Consultants	$11,009.10	$0.00	$11,009.10
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$437,516.81	$0.00	$437,516.81
Total Indirect Costs (De Minimis Cost Rate 15%)	$95,816.18		$0.00
Total Costs	$533,333.00	$0.00	$437,516.81

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 12/09/2024

ORGANIZATION NAME:	Latino Economic Development Corporation
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 to 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Number of Hours	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
Personnel Subtotals						$355,423.10

Fringe Benefits (Max 20%)	$71,084.62
Total NBAP Grant Personnel Costs	$426,507.71

Exhibit C Required Reporting

- Monthly Performance Report
- Monthly Report of Group Trainings
- Monthly Report on Outreach and Marketing Activities
- Monthly Reporting of Special Activities
- Monthly Reporting of changes in personnel relative to grant work and payroll
- Quarterly Beneficiary Data
- Quarterly Language Access Report
- Quarterly Data Report

DC Department of Housing and Community Development

Deadline 00/00/0000

FY25 RFA: Housing Services

SHOW PROGRAM OVERVIEW | SHOW PROGRAM REQUIREMENTS | SHOW RFA SECTION 3.2 - HOUSING SERVICES: DESCRIPTION OF HOUSING PROGRAMS AND SERVICES | SHOW LIBRARY | HIDE ZOOMGRANTS HELP | SHOW ANNOUNCEMENTS 1

ZoomGrants Help [hide this]

Creating a New Application to Submit
The 'Saving' screen is still flashing…now what?
Missed Deadline FAQs
Invite Collaborators to Work on Application

Applicant View

Application Status: Not Submitted

Basic Information | Part I and II-Application Narrative Questions | Budget | Organizational and Financial Capacity | Required Attachments | Activity Log

Report: **OVERDUE** | Report Totals

Ask a Report Question

(answers are saved automatically when you move to another field)

Instructions Show/Hide

As in the past, Performance Reporting is divided into three sections:

- **Workplan Metrics** (numbers only),
- **Accomplishment Narrative** (Text Boxes), and
- **Various uploads** (spreadsheets usually).

This data is extremely important. Reports can affect performance goals and funding. Your reports are used to report to the City Administrator, the Mayor (including DMPED) and to the District Council and its Committee on Housing. Where uploads are required, **use excel files or Word files.** This will allow your information to be uploaded into the database and reported to District leaders.

For **Workplan Metrics,** use only numbers or leave it blank. **Letters such as N/A are to be avoided.** This will make your report impossible to be uploaded in the DHCD database and will require your corrections. Only numbers zero (0) and above can be used. If a metric is left blank, it will be treated as a zero.

In the **Accomplishment Narrative**, text boxes are provided to provide statements of activities or the information requested. In the first Report, please answer Question 22 (Points of Contact) with all points of contact for the areas mentioned. Thereafter in subsequent months, if there are no changes, it is okay to say, "No Changes". The same is true for Question 21 (staffing). Please answer Question 23 (Success Stories), Question 24 (Good News), Question 25 (Other DC agencies and initiatives). Question 26 is important. Remember the RFA asked applicants to align outreach to the Focus Areas mentioned on pages 33 and 34 of the RFA. Mentioning specific Focus Areas in the narrative for Q26 is helpful.

The **Document Upload** section is where excel spreadsheets (usually, sometimes Word Documents) are uploaded. **PDFs cannot be uploaded into database.** [The District of Columbia is fortunate to have many DC Based Programs such as HPAP, IZ/ADU, PADD, SFRRP, TOPA, HRA/RAD related activities, as well as direct services to tenants and tenant groups, and services to Condo/Coop Associations. DHCD staff need monthly reporting in order to better do their work and respond to the needs of DC citizens. These reports are shared directly with the appropriate program manager.]

There three areas of your activities will be reported on a monthly basis to help us meet our HUD and DC Government requirements and the needs of DC residents.

Reporting for Fiscal Year 2025 will begin with Report # 1. The end of Government's fiscal year (9/30/2025) will conclude with Report # 10 and the close-out of FY25 Purchase Orders. The complete schedule is below for the monthly report.

Other Reporting: Beneficiary Data and Language Access

Other reports are also required. These include **Beneficiary Report** and **Language Access Report.** These two reports are required on a quarterly basis. These reports will not be answered within ZoomGrants. The Office of Program Monitoring will provide the spreadsheets to use for these quarterly reports. Please see your Grant Agreement for additional information about the monthly and quarterly reports. Please note, the Beneficiary Report corresponds to the sources and uses of your Grant Agreement. A separate Beneficiary Report is needed for each type of funding awarded: Public Service (PS), Non-Public Service (NPS) and NRSA Wards 7 & 8 PS and NPS.

These quarterly reports will be due:

Oct/Nov/Dec 2/24/2025

Jan/Feb/March 4/10/2025

April/May/June 7/10/2025

July/August/Sept 10/10/2025

Please note we cannot extend these deadlines since they are HUD's deadlines and not in our control. Please submit your report on schedule.

Please remember HUD views reporting and reimbursement requests as inseparable and therefore to be coordinated at the same time. Please avoid not filing on the deadline.

Monthly Reporting on Performance and Accomplishments

Report Number Period Covers Due Date

Report Number	Period Covers	Due Date	Notes
Report 1	FY25 Q1 (Oct/Nov/Dec)	03/03/2025	
Report 2	January	03/03/2025	
Report 3	February	03/10/2025	
Report 4	March	04/10/2025	
Report 5	April	05/10/2025	
Report 6	May	06/10/2025	
Report 7	June	07/10/2025	
Report 8	July	08/10/2025	
Report 9	August	09/10/2025	
Report 10	September	10/10/2025	

In ZoomGrants reporting, there are data questions. Please enter only a whole number. If a particular question doesn't apply to your statement of work and workplan, please enter zero. The narrative questions also require a response. If there is nothing to report in the narrative, please enter a statement such as "No changes" or "Not applicable".

Report 1: 3/3/2025

This report is OVERDUE. Submit Report 1

Agency

This is a branching question. The system will remove questions that do not apply to you based on your answer to Question #1.

Please disregard the number sequencing.

1. Identify Your Agency Name

This is a branching question. Only the questions that apply to your agency will appear.

- ○ CARECEN-Central American Resource Center
- ○ Centro de Apoyo Familar

- ○ Greater Washington Urban League, Inc.
- ○ Housing Counseling Services
- ○ Latino Economic Development Corporation of Washington DC
- ○ Legal Counsel for the Elderly
- ○ Lydia's House in Southeast, Inc.
- ○ Manna, Inc.
- ○ Marshall Heights Community Development Organization, Inc.
- ○ Mi Casa
- ○ Neighborhood Legal Services Program of the District of Columbia
- ○ University Legal Services

Workplan Accomplishment Metrics

2. A1: HUD Housing Counseling

Ignore the auto-total number.

Number of First Time Homebuyers Purchasing Homes

Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)

Number of 1:1 Counseling Sessions (Budget & Credit)

Number of unduplicated households

Number of 1:1 Homebuyer Counseling Sessions

Number of unduplicated households

3. A2: 8-Hour Homebuyer Class

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of 8-hour Homebuyer Educations Classes

Number of Attendees of 8-hour Homebuyer Classes

Number of DHCD Certificates issued

4. A3: HPAP (EAHP/NEAHP)

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of HPAP Pre Purchase Orientations conducted

Number of Attendees at HPAP Orientations

Number of Files submitted to HPAP Administrators

Number of 1:1 HPAP Counseling Sessions

Number of unduplicated households

5. A4: IZ/ADU Orientations

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of IZ Orientations Conducted

Number of Attendees at IZ Orientations

Number of DHCD Certificates issued

6. A5: IZ/ADU Income Certifications

Ignore the auto-total number.

Number of IZ/ADU Income Cetifications completed

7. A6: PADD

Ignore the auto-total number.

Number of PADD group training/coaching

Number of Attendees at PADD group training

Number of 1:1 PADD sessions (if applicable)

Number of unduplicated households receiving 1:1 PADD sessions

Number of PADD Income Certifications

8. A7: General Housing Services & Information (Group Training)

Ignore the auto-total number.

Number of Financial Literacy Trainings (including but not limited to credit & budgeting)

Number of Attendees at Financial Literacy Trainings

Number of Homebuyer Clubs Meetings

Total of Attendees at Homebuer Club Meetings

Number of group trainings or workshops not reported in other categories

Number of Attendes at group trainings or workshops not reported in other categories

9. B8: General Home Management (Post Purchase Non-Delinquent)

Ignore the auto-total number.

Number of Homeownership Preservation Workshops

Number of Attendees at Homeownership Preservation Workshops

Number of Post-Purchase Workshops (not including Homeownership Preservation)

Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)

Number of 1:1 Post-Purchase Counseling Sessions

Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions

10. B9: Foreclosure Counseling

Ignore the auto-total number.

Number of Foreclosure Workshops

Number of Attendees at Foreclsoure Workshops

Number of 1:1 Foreclosure Counseling Sessions

Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number of Foreclsoures Prevented

11. B10: Eviction Counseling

Ignore the auto-total number.

Number of Eviction workshops

Number of Attendees at Eviction workshops

1:1 Eviction Counseling

Unduplciated households 1:1 Eviction Counseling

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number Evictions Prevented

12. B11: SFRR

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of SFRRP Orientations conducted (required)

Number of 1:1 Intake sessions

Number of unduplicated households

Number of complete applications submitted in SFRRP Portal

13. B12: Legal Services for Seniors, Coops and Condos

Ignore the auto-total number.

Senior households receiving legal services

Coop Associations receiving legal services

Condo Associations receiving legal services

Number of Training for Law Firms

Number of Attendees at law firm training

Number of outreach activities

Number of new partnerships initiated

Number of clients helped with Schedule H

Number of clients helped with life planning docs

Number pro bono attorneys engaged in housing-related matters

Number veterans receiving legal counsel/advice

14. B13: Technical Assistance for Coop

Ignore the auto-total number.

Number of Co-Op Associations receiving Technical Assistance

Number of Action Plans written for Co-Op Associations

Number of Successful Outcomes for Co-Op Associations

Number of Asset Management Improvement Services Provided for Co-Op

Number of Asset Management Tactical Support Services Provided to Co-Op

Number of Consultative Services Provided to Co-Op Associations and Clients

Number of Legal Assistant Services provided to Distressed Co-Op Associations

Number of Organization Sustainability Tactical Support Services Provided to Co-Ops

Number of Ownership Educations Sessions provided to different ownership models including shared equity

Number of Relocation Plans completed and accepted for Co-Ops

Numbers of Trainings on Board Operations Governance & Management to Co-ops

Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management

Number of written Asset Management & Sustainability Plans for Co-Ops

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Co-Op Associations

Number of Associations (Coops) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Co-Op Associations

15. B13: Technical Assistance for Condo Associations

Ignore the auto-total number.

Number of Condo Associations receiving Technical Assistance

Number of Action Plans written for Condo Associations

Number of Successful Outcomes for Condo Associations

Number of Asset Management Improvement Services Provided for Condo

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo

Number of Asset Management Tactical Support Services Provided to Condo

Number of Legal Assistant Services provided to Distressed Condo Associations

Number of Consultative Services Provided to Condo Associations and Clients

Number of Organization Sustainability Tactical Support Services Provided to Condo Associations

Number of Relocation Plans completed and accepted for Condo Associations

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

19. C17: Tenant Counseling for HRA - Rental Accommodation Division

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

Number of Attendees at group training/coaching

20. Marketing & Outreach

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Housing Fairs

Other Tabling Events

Flyers Distributed

Social Media Posts (Facebook, LinkedIn, Instagram)

Mailings

Paid Advertising (display ads in print)

Other

Accomplishment Narrative

21. Staffing Information: Any changes (terminations or new hires) in staff members who are on the grant? Or in the Executive Leadership or Management Team? Number of HUD Certified Counselors (expressed as FTEs) on staff at the

end of this reporting period?

Maximum characters: 1000. You have 1000 characters left.

22. Who are the current Points of Contact and email for the following: 1) Executive Leader (NOTE: Executive leader is copied on all communication): 2) Grant/Fund Development: 3) Grant/Accounting: 4) Program Managers/Directors/Supervisors:

Maximum characters: 1000. You have 1000 characters left.

23. Please provide us with client success story/stories for this quarter by program. You may provide a link to an article that has been written for other purposes (newsletter, website, or newspaper article).
Redact (use a pseudonym) for any client name or other personal identifying information if you have not received a release.

Maximum characters: 3000. You have 3000 characters left.

24. Any good news to share? Any events and activities coming up? (e.g. obtained other grant funds to leverage DHCD grant, Open Houses, Presentations, Community Events, etc.)
Upload a calendar of upcoming program events (in-person or webinars).

Maximum characters: 3000. You have 3000 characters left.

25. Describe your organization's involvement in other projects or initiatives with other District agencies.

Maximum characters: 3000. You have 3000 characters left.

26. Describe your marketing and outreach during this period. What groups or areas did you market to, numbers, and in what way did you contact them (mail, event, email, personal, media, etc.)?

Maximum characters: 3000. You have 3000 characters left.

27. Describe any specific obstacles (if any) to your organization's program or service delivery during this period?

Maximum characters: 3000. You have 3000 characters left.

Documents Requested *	Required?	Uploaded Documents *	
ALL: Procurement Report, as applicable Download template: Procurement Report			Upload
ALL: Language Access for Outreach and Group Sessions Download template: Language Access for Outreach and Group Sessions	Required		Upload
ALL: Calendar of Next Quarter (3 months) of Orientations, Trainings, Workshops & 8-Hour Classes	Required		Upload
A-2 HBE 8-Hour Class Attendance Certificates Download template: A-2 HBE 8-Hour Class Attendance Certificates			Upload
A-3 Homebuyer Assistance Program Intake Download template: A-3 Homebuyer Assistance Program Intake			Upload
A-4 IZ Orientation Attendance Certificates Download template: A-4 IZ Orientation Attendance Certificates			Upload
B-11 SFRRP Intake Download template: B-11 SFRRP Intake			Upload
C-15 and C-16 TOPA Reporting Download template: C-15 and C-16 TOPA Reporting			Upload
C-17 Training for Tenants and Tenant Organizations Download template: C-17 Training for Tenants and Tenant Organizations			Upload

* *ZoomGrants™ is not responsible for the content of uploaded documents.*

CDBG PUBLIC SERVICE* HOUSING COUNSELING (HC) PROGRAM

HEAD OF HOUSEHOLD DEMOGRAPHICS

IDIS Number	
Community Based Organization (CBO)	
National Objective/Matrix Code	
Project Analyst	
Proposed HOUSEHOLDS TO Serve	
Total HOUSEHOLDS Served	
Difference Used for CAPER Analysis	

Tip #1	Avoid Duplicative Reporting
Tip #2	Complete each cell; even if N/A (Not Applicable)
Tip #3	Do not complete Greyed-Out Cells
Tip #4	Based on HEAD of HOUSEHOLD
Tip # 5	Submit Quarterly
Tip #6	Public Service - HC that cannot show proof a home was purchased.
Tip # 7	OPM - Kelly Ann Morrow, DHCD Grant Management Officer, kelly-ann.morrow@dc.gov

HEAD OF HOUSEHOLD CHARACTERISTICS

Race/Ethnicity/Household Composition	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
White	0	0		0	0																					0	0	0
Black/African American	0	0		0	0																					0	0	0
Asian	0	0		0	0																					0	0	0
Native American/Alaskan Native				0	0																					0	0	0
Native Hawaiian/Other Pacific Islander				0	0																					0	0	0
Native American/Alaskan Native & White				0	0																					0	0	0
American Indian/Alaskan Native & White				0	0																					0	0	0
Asian & White				0	0																					0	0	0
Black/African American & White				0	0																					0	0	0
Native American/Alaskan Native & Black/African American				0	0																					0	0	0
Other Multi Racial				0	0																					0	0	0
Did Not Report				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Income Data (In accordance with HUD Part 5)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
Extremely Low 0-30 %	0			0	0																					0	0	0
Low 31%-50%	0			0	0																					0	0	0
Moderate 51%-80%	0			0	0																					0	0	0
Non-Low/Moderate 81% - 110%				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Additional Data (Does not apply to Single Family Residential Rehabilitation Program)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
With New or Continuing Access to Service or Benefit	0			0	0																					0	0	0
With Improved Access to Service or Benefit				0	0																					0	0	0
Received a Service or Benefit that is No Longer Substandard				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Language Access

The recent Executive Order of the President makes English the Official Language of the United States.

Grantees may translate forms, document, trainings into other languages as they deem appropriate for the benefit of clients.

Grantees may also make provision for clients to have access who are English Proficient/Non-English Proficient (LEP/NEP).

The Language Access line remains available to Grantees. OPM can provide the phone number.

Grantees are encouraged to report on a quarterly basis concerning language accommodation for clients.

Tracking includes:

- Language
- Use of interpreter, bi-lingual staff person or language access telephonic line
- Used on the group basis or individual and the number of each

Exhibit D Method to determine Client Eligibility for Services

Method to determine Client Eligibility for Services:
By Household

DHCD will provide the spreadsheet to use for this Quarterly Report

If a grantee has two or three sources/uses of grant funds, a separate report is needed for each.

Sources/Uses includes

1. Public Services (PS),
2. Non-Public Services (NPS) and
3. NRSA Wards 7 & 8 PS & NPS.

For each the Household report includes:

Section 1

Grantees will provide the following information concerning race/ethnicity which shall be recorded by

- Ward,
- Head of Household,
- Tenant/Owner

White
Black/African American
Asian
Native American/Alaskan Native
Native Hawaiian/Other Pacific Islander
Native American/Alaskan Native & White
American Indian/Alaskan Native & White
Asian & White
Black/African American & White
Native American/Alaskan Native & Black/African American
Other Multi Racial
Did Not Report
TOTAL

Section 2

Also, each household shall be counted by income category using the CDBG income categories and dollar amounts. (See chart in this exhibit.)

Section 3

Lastly, each household shall be counted by CDNG service category.

With New or Continuing Access to Service or Benefit
With Improved Access to Service or Benefit
Received a Service or Benefit that is No Longer Substandard

The Number of Households in each of the above calculations be the same. That is, if 100 households are reported in Section 1, there must be 100 in reported also in Sections 2 and 3.

This procedures is repeated for:

- Non-Public Service Activities
- NRSA Wards 7 & 8 Public Service and Non-Public Service

INCOME LIMITS WITH UNCAPPED LIMITS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
U.S. Department of Housing and Urban Development (HUD) FY 2023
Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	**84,400**	**96,450**	**108,500**	**120,550**	**130,200**	**139,850**	**149,500**	**159,150**

	Median Income	**Family Four Low Income Limit**
DC	**$152,100**	**$95,300**

This grant will consider eligibility based on Household Beneficiary Data

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit E Budget Modification Form

BUDGET MODIFICATIONS

To request a Budget Modification, please reach out to your Point of Contact with Community Services to request the excel file.

The excel file should be returned to Community with the details (below) about your request. You may also send a PDF of the excel file in addition to the excel file itself. The excel is needed to upload to the database.

There should be a cover letter from the Executive Director requesting the modification as outlined in excel file attached. Only the Executive Director as a signatory to the Grant Agreement can request a Budget Modification.

The Excel file will guide you through the process.

The Excel template asks you for each line item in the A 3-2 (Personnel) to indicate the current budget and the requested budget modification for:

- Hourly rate
- Number of Hours to be charged to the Grant (total for the year)

Similarly for the A 3-1 the template asks the current Budget Amount for each line item and the requested modification amount for each line item in the A 3-1.

Each line item in the A 3-1 and A 3-2 must be included in the Modification.

The deadline to request a Budget Modification is June 1st of each year.

The Community Services team is available to provide technical assistance.

Cost Category	Current Budget	Increase (Decrease)	Requested Modificastion Amount
Personnel (Salary & Fringe)	$0.00	$0.00	$0.00
Credit Report	$0.00	$0.00	$0.00
Space	$0.00	$0.00	$0.00
Insurance	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Training	$0.00	$0.00	$0.00
IT Services & Support	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$0.00	$0.00	$0.00
Total Indirect Costs (De Minimis Cost Rate 15%)	$0.00		$0.00
Total Costs	$0.00	$0.00	$0.00

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit F Drug Free Workplace Certification

Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants also should review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact.

1. Lobbying

As required by Section 1352, Title 31 of the U.S. Code and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) no Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) if any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - III, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) the undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. Debarment, Suspension, and Other Responsibility Matters (Direct Recipient)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510–

A. The applicant certifies that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public Federal, State, or local transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification); and

(d) have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F. for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620–

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) establishing an on-going drug-free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace,

(2) the applicant's policy of maintaining a drug-free workplace,

(3) any available drug counseling, rehabilitation, and employee assistance programs, and

(4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) abide by the terms of the statement; and

(2) notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020. Notice shall include the identification number(s) of each effected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and incising termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (1), (c), (d), (e), and (f).

B. The applicant may insert in the space provided below the sites) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, ZIP code)

4. Drug-Free Workplace (Grantees Who Are Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, subpart F, for grantees as defined at 28 CFR Part 67; Sections 67 615 and 67.620–

1. as a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

2. if convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Housing and Community Development
1800 Martin Luther King Jr., Avenue SE
Washington, DC 20020.

As the duly authorized representative of the applications,
I hereby certify that the applicant will comply with the above certifications.

Grantee Name and Address Latino Economic Development Center, 1401 Columbia Rd NW, Unit C-1, Washington DC, 20009

Latino Economic Development Center Housing Services

1. Application Number and/or Project Name

52-1749216

2. Grantee IRS/Vendor Number

Emi Reyes, Executive Director

3. Typed Name and Title of Authorized Representative

Emi Reyes (Oct 3, 2024 17:04 EDT)

4. Signature

10/02/24

5. Date

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit G Service Area Eligibility

This grantee provides services to residents of all DC Wards and will focus on the neighborhoods in these corridors where DHCD has invested resources for housing development.

- 16th St NW Corridor near the intersection with Havard St NW (Columbia Heights) in Ward 1
- Georgia Ave and New Hampshire Ave NW Corridor (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- Rhode Island Ave and South Dakota Ave NE Corridor (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 5
- M and South Capitol Streets SW Corridor (Greenleaf/Waterfront) in Ward 6
- Benning Road and Florida Ave NE Corridor (NoMa/Ivy City/Trinidad) Ward 6
- Minnesota Ave and Benning Rd NE Corridor (Benning, Greenway) in Ward 7
- Pennsylvania Ave and Minnesota Aves SE Corridor (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- East Capitol and Benning Rd Corridor (Capital View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- Marion Barry Ave and Martin Luther King Aves SE Corridor (Historic Anacostia, Fairlawn Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- Marion Berry Ave and Alabama Aves Corridor (Skyland, Woodland, Garfield Heights) in Ward 8
- Martin Luther King Ave and Alabama Ave Corridor (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- South Capital St and Chesapeake Aves SE Corridor (Bellevue, Washington Highlands) in Ward 8

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit H Insurance Requirements

DHCD-BILL WINSTON-GRANT FOR VARIOUS COMMUNITY-BASED ORGANIZATIONS HOUSING COUNSELING AND SERVICES AF07082024

INSURANCE

A. GENERAL REQUIREMENTS. The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this grant, the types of insurance specified below. The Grantee shall submit a Certificate of Insurance to the Grant Administrator (GA) giving evidence of the required coverage prior to commencing performance under this grant. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the GA.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Grantee and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this grant, with the understanding that any affirmative obligation imposed upon the insured Grantee or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its subcontractors, and not the additional insured. The additional insured status under the Grantee's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the GA in writing. All of the Grantee's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Grantee or its subcontractors, or anyone for whom the Grantee or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the GA with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the GA in writing), covering liability for all ongoing and completed operations of the Grantee and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an

Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or it's equivalent) to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the GA in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee in connection with work under this agreement, with a minimum combined single limit of $1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Grantee shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Defense costs shall be in addition to and not erode the limits of liability
e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or it's equivalent)

3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

   Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   The Workers Compensation and Employers Liability shall be further endorsed to:
   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the GA of commercial umbrella or excess liability insurance with minimum limits of $5,000,000 per occurrence and $5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS
Any and all subcontractors engaged by Grantee for work under this agreement shall be required to have the same insured required of Grantee. Should the Grantee wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Grantee shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Grantee. In either instance, the Grantee must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

E. DURATION. The Grantee shall carry all required insurance until all grant work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this grant and two years for non-construction related grants.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the Grantee's liability under this grant.

G. CONTRACTOR'S PROPERTY. Grantee and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.

H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the grant price.

I. NOTIFICATION. The Grantee shall ensure that all policies provide that the GA shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Grantee no long complying with the above requirements. The Grantee shall provide the GA with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the GA with an updated Certificate of Insurance should its insurance coverages renew during the grant. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Grantee at least 30 days' notice of the change. Grantee must comply, at your expense, and deliver to the GA evidence of compliance before the change becomes effective.

J. CERTIFICATES OF INSURANCE. The Grantee must send to GA, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Grantee must also provide us with evidence of renewal before the expiration date of each insurance policy. Grantee is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . Certificates of insurance must reference the corresponding grant number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:
William Winston, Grant Administrator (DHCD)
1909 Martin Luther King Jr Av SE, Washington DC 20020
771-208-9628
Bill.winston@dc.gov

The GA may request and the Grantee shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Grantee expires prior to completion of the grant, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the GA prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the GA on an annual basis as the coverage is renewed (or replaced).

K. DISCLOSURE OF INFORMATION. The Grantee agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Grantee, its agents, employees, servants or subcontractors in the performance of this grant.

L. CARRIER RATINGS. All Grantee's and its subcontractors' insurance required in connection with this grant shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.

M. WARRANTIES. When applicable, the Grantee should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). GA should collect, review for accuracy, and maintain all warranties for goods and services.

Exhibit I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Mayor's Order 2023-131

GOVERNMENT OF THE DISTRICT OF COLUMBIA
ADMINISTRATIVE ISSUANCE SYSTEM

Mayor's Order 2023-131
October 31, 2023
SUBJECT: Updated District Government Sexual Harassment Policy, Guidance, and Procedures

ORIGINATING AGENCY: Office of the Mayor

By virtue of the authority vested in me as Mayor of the District of Columbia by sections 422(2), (3), and (11) of the District of Columbia Home Rule Act of 1973, 87 Stat. 790; Pub. L No. 93-198, D.C. Official Code §§ 1-204.22(2), (3), and (11), it is hereby **ORDERED** that:

I. PURPOSES AND BACKGROUND

This Order incorporates provisions of, updates, and supersedes Mayor's Order 2017-313, dated December 18, 2017, regarding sexual harassment in District of Columbia ("District") Government workplaces.

In addition to providing procedural updates to the District's sexual harassment policy, this Order establishes and directs the Sexual Harassment Task Force to further examine the District's sexual harassment policies and provide recommendations to further the goal of a harassment-free workplace; establishes obligations of District Government employees; adds Mayor's direct reports to those required to be referred for outside investigation of sexual harassment; and bans all sexual and romantic relationships between supervisors and the employees in their chain of command.

This Order reaffirms that the District Government does not tolerate any form of inappropriate workplace conduct including sexual harassment, nor does it tolerate sexual harassment in non-employment interactions between District Government employees and the public. Sexual harassment is recognized as one of the most unjust, demeaning, and demoralizing examples of workplace misconduct.

This Order also requires that employees be trained on sexual harassment every year and provides additional specificity as to the qualifications and role of Sexual Harassment Officers.

Further, this Order directs agency compliance with the Sexual Harassment Data Collection and Reporting Act of 2022, D.C. Law 24-171, D.C. Official Code § 1-546.01, and clarifies, consistent with the Human Rights Enhancement Amendment Act of 2022, D.C. Law 24-172, D.C. Official Code § 2-1402.11(c-2), the definition of sexual harassment.

II. INDIVIDUALS AND ENTITIES COVERED

A. Prohibitions and Protections

1. This Order is intended broadly to prohibit sexual harassment in all interactions with District Government employees and officials and persons acting on behalf of the District Government, and to facilitate speedy investigation and non-monetary remedial action including warnings to stop offensive behavior, additional training, reassignments, and personnel and contract actions.

2. The District of Columbia prohibits workplace sexual harassment by all District Government employees and officials. The prohibition applies to harassment of other employees and officials and to harassment of third parties

and members of the public interacting with the District Government, such as vendors, contractors, grantees, customers, clients, and other persons visiting or working at District Government worksites or service sites inside and outside District Government agencies.

3. Likewise, contractors and grantees carrying out work on behalf of the District Government shall not sexually harass colleagues who carry out work on behalf of the District Government; District Government employees; or customers, clients, or beneficiaries of the services the contractors and grantees provide on behalf of the District Government; and those clients, customers, beneficiaries, employees, and colleagues may file complaints that trigger sexual harassment investigations and possibly remedies. Remedies may include requiring the contractor or grantee to use alternate personnel to provide services, and other remedies available under the contract or grant agreements up to and including contract or grant termination or non-renewal of the grant or contract.

4. In addition, sexual harassment by District Government clients, customers, or visitors against District Government employees, contractors, or grantees, or other clients, customers, or visitors, at District Government worksites or service sites, is prohibited and complaints made against District Government employees who sexually harass contractors, grantees, agency clients, customers or visitors, upon investigation, may result in discipline of the employee and accommodations of the contractor, grantee, customer or visitor, such as having another government official assigned to the matter.

5. In the course of their duties as members of District of Columbia boards and commissions, board and commission members are bound by the prohibitions, procedures, and deadlines set forth in this Order.

6. Not every procedure set forth in this Order applies to persons not working for the District Government.

B. Scope

1. Laws prohibiting sexual harassment apply throughout the District Government. The agencies listed below should either use the training, procedures, information, and processes provided in this Order, or their own, similar ones. To the extent District law requires centralized reporting, the reporting requirements in this Order apply to all agencies.

2. Those agencies include the Office of the Attorney General, the Office of the Chief Financial Officer, the Board of Elections, the Zoning Commission, the Public Service Commission, the Commission on Arts and Humanities, the Washington Convention and Sports Authority (Events DC), the Board of Education, the University of the District of Columbia, the DC Public Library, the DC State Athletics Commission, the Public Charter School Board and public charter schools, the Office of the People's Counsel, the District of Columbia Water and Sewer Authority (DC Water), the Green Finance Authority, the Health Benefit Exchange Authority, the Not-for-Profit Hospital Corporation, the Contract Appeals Board, the DC Retirement Board, the Office of Employee Appeals, the DC National Guard, the Criminal Justice Coordinating Council, the Office of Police Complaints, the Corrections Information Council, and the Uniform Law Commission.

3. This Order does not apply to the Council of the District of Columbia, Advisory Neighborhood Commissions, or the DC Courts, and agencies and offices subordinate to them.

III. SEXUAL HARASSMENT

A. Through the Human Rights Enhancement Amendment Act of 2022, D.C. Law 24-172, effective September 21, 2022; D.C. Official Code § 2-1402.11(c-2), the Council has, in the employment context, expanded the definition of "harassment" and "sexual harassment" under the D.C. Human Rights Act to provide that sexual harassment includes conduct of a sexual nature, "whether direct or indirect, verbal or nonverbal, that unreasonably alters an individual's terms, conditions, or privileges of employment or has the purpose or effect of creating an intimidating, hostile, or offensive work environment."

B. In addition, sexual harassment includes "sexual advances, requests for sexual favors, or other conduct of a sexual nature where submission to the conduct is made either explicitly or implicitly a term or condition of employment or where submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual's employment." This is sometimes referred to as quid pro quo sexual harassment.

C. In determining whether sexual harassment has taken place, the D.C. Human Rights Act states that "conduct need not be severe or pervasive to constitute harassment" and that "no specific number of incidents or specific level of egregiousness is required."

D. Examples of conduct that can contribute to or constitute sexual harassment or an intimidating, hostile, or offensive work environment include:

1. Sex acts;

2. Display of sexual organs;

3. Using sexually oriented or sexually degrading language describing an individual or their body, clothing, hair, accessories, or sexual experiences;

4. Sexually offensive comments or off-color language, jokes, or innuendo that a reasonable person would consider to be of a sexual nature, or belittling or demeaning to an individual or a group's sex, sexual orientation, or gender identity;

5. "Sexting" or seeking or sending pictures of intimate body parts;

6. Taking or displaying pictures of body parts meant to be covered up (such as "upskirting" pictures);

7. Displaying or disseminating sexually suggestive objects, books, screensavers, magazines, photographs, music, cartoons, or computer internet sites or references;

8. Unnecessary and inappropriate touching or physical contact, such as intentional and repeated brushing against a colleague's body, touching or brushing a colleague's hair or clothing, massages, groping, patting, pinching, or hugging, that a reasonable person would consider to be of a sexual nature;

9. Leering, ogling, or making sexually suggestive gestures or sounds, such as whistling or kissing noises;

10. Making inquiries about someone's private sex life or describing one's own sex life;

11. Workplace sexual comments, conduct, displays and suggestions between two willing parties in the presence of another that are inconsistent with professional workplace norms;

12. Any unwanted repeated contact, including, but not limited to in-person, or telephonic, for romantic or sexual purposes;

13. Giving a preference to someone who is engaged in a dating, romantic, or sexual relationship based on the relationship to the disadvantage of someone who is not engaged in a dating, romantic, or sexual relationship; and

14. Sexual assault, stalking, trapping someone such that they are not free to leave and a sexual encounter is expected or threatened, threats of bodily harm relating to sex or the refusal to have sex, or other crimes related to acts of sexual harassment.

E. Further, the District may treat some conduct of a sexual nature as misconduct, even when it does not rise to the level of unlawful sexual harassment actionable under the D.C. Human Rights Act. As an example, an employee who tends to greet people with a hug may have been warned that the conduct was offensive to some employees and then hugs an employee whom they have not seen in many months. The conduct may not rise to the level of "unreasonably altering the individual's terms, conditions, or privileges of employment," but it could constitute misconduct since they had been warned that some employees associate hugging with unwanted sexual contact that is offensive in the work environment.

IV. DATING, ROMANTIC, AND SEXUAL RELATIONSHIPS IN THE WORKPLACE

A. Prohibitions

1. Prohibitions on certain dating, romantic, or sexual relationships in the workplace exist to prevent real or perceived impropriety, favoritism, conflicts of interest due to power dynamics, control of an employee's assignments and performance reviews, as well as to advance fairness for all other employees, contractors, grantees, and clients. Even consensual dating, romantic, or sexual relationships can generate allegations of favoritism based on sexual relationships or sexual harassment by one of the parties or a third party. Relationships, or aspects of relationships, that may be perceived as consensual by one party may be considered coerced or harassing by the other party due to power dynamics, and relationships that start consensually may evolve into sexual harassment.

2. Subject to the conditions and implementation procedures discussed in this Order, it is now the policy of the District Government that a dating, romantic, or sexual relationship between a supervisor and any employee in the chain of command they supervise – whether supervision is direct or indirect, operational or situational – is prohibited. Note that chain of command in this definition may span agencies or divisions within an agency.

3. In addition, District Government employees shall not initiate a dating, romantic, or sexual relationship with trainees, recruits, or interns, regardless of the employee's assignment in relation to the trainee, recruit, or intern if the employee is in the same agency as the trainee, recruit, or intern.

4. Further, this Order prohibits dating, romantic, and sexual relationships when they are prohibited by applicable professional or ethical standards, such as lawyer-client, doctor-patient, or social worker-client.

5. District Government employees shall not participate personally and substantially in particular matters that affect or could affect the financial interests of someone with whom they are in a dating, romantic, or sexual relationship, whether that person is an employee, grantee, contractor, or client of the agency.

B. Designation of Person or Committee to Resolve Issues Surrounding Workplace Relationships; Existing Relationships

1, By November 17, 2023, District Government agency directors shall designate their own agency human resources agency/officers, another appropriate officer, or an office or committee to receive disclosures of relationships and resolve workplace issues arising from any prohibited dating, romantic, or sexual relationship on a case-by-case basis consistent with this Order; absent such a designation, disclosures shall be made to the Director.

2. By December 8, 2023, existing relationships that fall within the prohibitions of this Order must be disclosed to the designee identified in subsection IV.B.1. of this Order, in the manner specified by their agency or on a form to be created by DCHR, whereupon the situation will be evaluated and a resolution determined.

3. Resolution may involve giving the employees a defined but reasonable time to find a new position where the relationship is not implicated by this Order; shifting reporting structures to take the relationship out of a prohibited status; or establishment of recusal structures when the employees do not work in the same agency or division but they heretofore were in situational or operational chains of command.

4. To the extent adjustments are made in work sites or shifts, reporting structures, job duties or any other factor for one or both of the persons in the relationship, agencies shall endeavor to afford such options on a voluntary basis for all concerned, particularly if an employee not involved in a prohibited relationship is affected by any proposed accommodation of the relationship.

5. If no satisfactory resolution of the prohibited relationship can be reached, the persons in a dating, romantic, or sexual relationship may request a waiver of the provisions of this Order. Waiver requests shall be submitted to the Mayor and shall be accompanied by a recommendation from the agency or agency designee. Waiver requests may include any information relevant to the determination and shall be on a form to be created by the Department of Human Resources ("DCHR").

6. Agencies may make reasonable efforts to assist with a transfer or reassignment, without prejudicing either employee (or any other employee), but it is not the responsibility of the personnel authority or the agency to restructure their agency operations or find a new position for someone in the relationship. No agency is required to grant a request or application for a transfer.

7. Agencies may promulgate regulations or policies consistent with this Order to effect its implementation and to provide consistent treatment for employees facing this situation, though each relationship may pose unique issues. Agencies may also issue rules explaining in more detail for their agencies' employees and contractors how terms such as "dating," "chain of command" and "trainee" are to be interpreted considering their agency's operations. Agencies may prohibit dating, romantic, or sexual relationships with their own clients or clients of the agency or a subset of the agency, as the agency deems appropriate to prevent factual or perceived impropriety or favoritism. For instance, an agency with both social workers and non-licensed employees providing case work to agency clients could extend the ban on dating and sexual relationships with clients to their non-licensed employees, to hold them to the same professional standards as their licensed colleagues.

8. By December 12, 2023, agencies shall report the number of disclosed relationships to the Mayor's Office of Legal Counsel ("MOLC") and the contact information of the person handling requests for accommodation, for consideration by the Sexual Harassment Taskforce.

C. Disclosure of Relationships

1. In addition to the disclosures of existing relationships required by Section IV.B., if by promotion or agency reorganization or other circumstance, two employees in a dating, romantic, or sexual relationship would fall into a prohibited relationship status, their relationship must be disclosed as soon as the possibility of falling into prohibited status is realized by either person in the relationship.

2. If there is a reasonable likelihood that someone would raise a credible charge that there was or could be preferential treatment based on a dating, romantic, or sexual relationship that is not in a chain of command, then the employees involved in the dating, romantic, or sexual relationship must also report their relationship to the person or office designated pursuant to Section IV.B. Such reporting is necessary for consideration of whether additional safeguards are necessary and whether the prohibition on relationships based on situational supervision is implicated.

D. New Relationships

Generally, if two persons in a chain of command wish to begin a dating, romantic, or sexual relationship with each other, one party to the relationship should apply for a transfer or otherwise seek employment that eliminates the supervisory relationship before the relationship begins so that no prohibited relationship commences. For example, a supervisor may be transferred to another supervisory role so that they are not in the chain of command with the other person.

E. Conduct

1. District Government employees in a dating, romantic, or sexual relationship with another District Government employee, or client/customer of their agency, or grantee or contractor of their agency, shall conduct themselves in an appropriate manner while on duty and shall not engage in behavior that detracts from a professional work environment.

2. Any sexual activity at work sites or during an employee's working hours, regardless of location, is prohibited.

F. Violations

A violation of a provision of this Order regarding dating, romantic, or sexual relationships may not constitute sexual harassment as defined above, but an employee who engages in a prohibited relationship under Section IV.A. of this

Order or fails to disclose a relationship that is required to be disclosed shall be subject to appropriate personnel action, up to and including termination.

G. Legal Representation

If legal action is commenced against the District of Columbia and/or a supervisor who engaged in a dating, romantic, or sexual relationship with an employee, or a person engaged in a potentially-conflictual relationship, the existence of the sexual or romantic relationship will be a factor in the District of Columbia's decision to provide legal representation to the supervisor or the employee(s) engaged in a relationship.

V. PROCEDURES FOR STOPPING SEXUAL HARASSMENT; REPORTING AND INVESTIGATING SEXUAL HARASSMENT CLAIMS

A. Employee Obligations

1. District Government employees are bound by the principles set forth in the Code of Conduct at 6B DCMR §§ 1800.2–1800.4 and are expected to act at all times in a manner reflecting their roles as public servants. Depending on an employee's role in the District Government, the obligations regarding the prevention of sexual harassment may differ. "Employees" for the purpose of this Order include contractors engaged by the District Government performing work on behalf of the District similar to that as its employees, such as at District worksites.

2. All employees are obligated to:

a. Refrain from engaging in behavior that constitutes sexually harassing conduct;

b. Refrain from initiating or conducting a prohibited dating, romantic, or sexual relationship as described in Section IV.A. of this Order;

c. Disclose their own dating, romantic, or sexual relationships with other employees if required in Section IV.D. of this Order;

d. Affirm their agreement to comply with this Order;

e. Complete annual sexual harassment training;

f. Cooperate fully in any inquiry or investigation into an alleged violation of this Order; and

g. Refrain from any behavior that may call into question the impartial and harassment-free provision of services to constituents, agency clients or customers, contractors, or grantees.

3. Supervisors should take particular care to avoid conduct that could lead to allegations of sexual harassment, considering time, place, and situations of interactions with employees.

B. Employee Communication

1. To avail themselves of the procedures and protections of this Order, when a District Government employee finds conduct unwelcome, intimidating, or offensive, they may: (a) tell the person who is engaging in offensive or inappropriate sexual conduct to stop and that such conduct is unwelcome; or (b) ask the employee's supervisor, General Counsel, or Sexual Harassment Officer to advise the person that the conduct is offensive and unwelcome; or (c) proceed immediately to file a complaint of sexual harassment under this Order.

2. Employees and others engaged in intervention are encouraged to document all intervention efforts or requests to cease reported inappropriate sexual conduct, including conversations, texts, or email exchanges.

C. Reporting Allegations of Inappropriate Conduct of a Sexual Nature or Sexual Harassment

1. All District Government employees are encouraged to help ensure that District Government workplaces are free of sexual harassment. Employees who know of incidents of inappropriate conduct of a sexual nature, as well as behavior that may create an intimidating, hostile, or offensive work environment, or who are victims of inappropriate conduct of a sexual nature, should report the inappropriate conduct.

2. Employees may report to the Sexual Harassment Officer ("SHO") of their agency or any other agency, or the supervisor or manager of the employee engaging in inappropriate conduct, to their own supervisor, or to the agency General Counsel. Contractors, grantees, and customers of agencies may report allegations of inappropriate conduct of a sexual nature to the SHO of the relevant agency or any other agency, the relevant agency's General Counsel, the supervisor of the employee who engaged in the alleged inappropriate conduct, or their grant or contract administrator.

3. Allegations of sexual harassment against the Mayor, City Administrator, Mayor's Chief of Staff, Mayor's Senior Advisor, Director of the MOLC, any Deputy Mayor, or any official who directly reports to the Mayor, shall be referred to the Inspector General to determine if the allegation is credible, in which case it shall be referred for independent investigation. Such investigations shall be carried out by an entity outside the District Government and those reports shall be provided to MOLC (or the City Administrator if the allegation is against the Director of the MOLC) and the Inspector General.

D. Agency Responsibilities

1. Sexual Harassment Officers ("SHOs") and Investigations

a. Each Deputy Mayor's Office and each agency shall designate a primary SHO and an alternate SHO and shall update the designations, as needed, on an ongoing basis. Each agency shall provide the names of its SHOs to DCHR, and DCHR shall maintain a current District-wide list of agency SHOs. Further, pursuant to D.C. Official Code § 1-546.01(2), SHOs shall be registered with the Office of Human Rights ("OHR").

b. SHOs shall be trained and qualified to serve. To be qualified to serve as a SHO, individuals must have taken and continue to take annual training provided by DCHR and OHR. SHOs may but are not required to be an agency's Equal Employment Opportunity ("EEO") officer, or human resources manager; they must be competent in EEO laws and be designated by the agency to accept sexual harassment complaints and to review and investigate claims. SHOs need not be attorneys.

c. The primary and alternate SHOs for a smaller agency may be employees of another agency (i.e., the SHO of a larger agency may serve as the SHO for a smaller agency). An agency of any size may also obtain assistance from another agency's SHO in handling a particular investigation, including having another agency's SHO carry out an investigation, where there is a possibility of the appearance of a conflict of interest, or for administrative convenience. For the purposes of this Order, a smaller agency availing itself of this option will still be referred to as the "agency."

d. A person seeking to report a violation of this Order may file with any agency SHO, not solely the SHO at their agency or the agency at which the alleged sexual harassment occurred. Persons filing complaints, however, are not entitled to have the investigation conducted by the person of their choosing.

e. If a complaint is reported to someone other than the SHO, the person receiving the complaint must notify the agency SHO, unless giving notice would raise conflict of interest concerns, in which case the person must notify the agency General Counsel.

f. Unless the complaint is against the agency General Counsel, the SHO shall immediately notify the agency's General Counsel of the complaint, and the General Counsel shall thereafter notify the Mayor's Office of Legal Counsel ("MOLC"). The SHO may consult with the agency's General Counsel, or the General Counsel's designee, for legal guidance on conducting the investigation and shall notify the General Counsel of any issue that may require higher-level support. If the complaint is against the General Counsel, the SHO shall notify the MOLC directly.

g. SHOs should review DCHR's SHO training materials before initiating an investigation. DCHR has training materials on duties to inform the bargaining unit, the right to union representation during investigatory questioning, assessing credibility, unconscious bias, conducting interviews, gathering evidence, protecting confidentiality, preservation of evidence, when to stop an investigation and refer a matter for criminal investigation and more.

h. The primary function of a SHO is to accept complaints alleging violations of this Order and to gather, investigate and review the factual basis of the claim(s). SHOs may corroborate or refute factual allegations; SHOs may provide impressions and evidence regarding the credibility of witnesses. They weigh such evidence and may take into account their impressions of the credibility of witnesses. Ultimately, SHOs make and submit to the appropriate agency Director recommended determinations of whether the allegations are substantiated or are not substantiated. They are not to make legal conclusions about whether sexual harassment occurred.

i. Investigations of allegations of inappropriate conduct of a sexual nature shall be conducted, and the associated investigation report completed, as soon as practicable, within sixty (60) days after the filing of the report of the alleged sexual harassment, absent unusual circumstances.

j. The investigative report shall include a description of the allegations, a description of the SHO's investigation, a description of the evidence adduced by the SHO, and the SHO's recommended determination as to whether the allegations were substantiated. The SHO shall transmit the report to the Director or agency Director's designee and General Counsel of the agency where the alleged harasser is employed.

2. Interim Remedial Actions

a. Pending the completion of the SHO investigation and report, the issuance of the agency report, and the imposition of any disciplinary action, and to protect the rights of the alleged victim as well as the alleged harasser, the agency may take temporary personnel actions that do not result in any adverse employment action to either party.

b. When an agency becomes aware of an allegation of misconduct of a sexual nature, the agency shall notify the alleged harasser of the reported behavior and may demand that the alleged behavior cease immediately and not be repeated.

c. The agency shall take such other remedial steps as it deems appropriate to mitigate the possibility of the alleged harassing conduct continuing.

d. Interim remedial actions are administrative rather than disciplinary and may include, but are not limited to, transfers, reassignment of duty station, changed shifts, duties or reporting requirements, mandatory administrative leave with pay, or other appropriate measures that do not result in reduction of pay, demotion in title or responsibility, or other loss of employee benefits. In general, the agency should avoid moving the alleged victim or changing the alleged victim's shift, or taking similar action affecting the alleged victim, unless the alleged victim requests the action; if the agency takes such an action absent a request from the alleged victim, the agency should make clear to the alleged victim that the action is being taken in pursuit of an effective and prompt stop to any alleged harassment, and not in retaliation for reporting the alleged harassment.

e. Personnel authorities are encouraged to find alternative, reasonably comparable placement during the pendency of an investigation for the accuser or accused in lieu of administrative leave with pay, where possible and if consistent with any collective bargaining agreements.

3. Post-SHO Investigation Agency Actions

a. The agency Director or agency Director's designee may reject a SHO report and return it to the SHO for further investigation, information, documentation, or analysis if the agency Director or designee

considers the report to be incomplete, inadequate, or otherwise unacceptable.

b. If the report is not rejected, the agency Director, or the agency Director's designee, within fourteen (14) days of receiving the SHO's report, shall issue an agency report that accepts, modifies, or rejects the SHO's findings and substantiation recommendations, describes the rationale for any such modifications or rejections, and makes conclusions as to whether the substantiated allegations constitute a violation of this Order. The SHO report shall be included as an attachment to the agency Director or designee's report. The agency Director or designee shall consult with the agency's General Counsel during the preparation of the report regarding relevant legal standards or other legal issues.

c. If the report determines that a violation of this Order has occurred, the report shall be submitted to the agency's human resource officer for appropriate disciplinary action, up to and including termination. The agency shall require that any employee found to have violated this Order whose employment is not terminated must attend mandatory sexual harassment training within sixty (60) days after the issuance of the agency report.

d. The agency must provide the employee and the alleged harasser with a summary written notification of its findings and conclusions (final agency decision) after the sixty (60) day period and shall convey the same to MOLC within five (5) days after it is issued. The notice shall include a description of each allegation and the agency's determination as to whether the allegations were substantiated or were unsubstantiated. Such notice shall not include summaries of witness interviews, credibility determinations, or legal analysis; the notice is a simple recitation of the allegations and the determination as to whether the allegations were substantiated or were unsubstantiated.

e. Any conclusion in the SHO or Director's report that a violation of this Order occurred does not constitute a final legal conclusion that sexual harassment under the D.C. Human Rights Act or federal law occurred. Conversely, a finding that was not substantiated is not a legal conclusion that no violation of the D.C. Human Rights Act or federal law occurred.

f. Consistent with norms regarding the privacy of personnel actions, the complaining party shall not be informed of any disciplinary actions against the alleged harasser.

g. Regardless of whether a complaint has been substantiated, relevant staff, including the General Counsel, are authorized to work together to advise the Director or deciding official as to whether to recommend or implement personnel actions or management procedures to reduce the possibility of reoccurrence of any inappropriate behavior or behavior that poses risks for the District. Any meetings among the General Counsel, human resources staff, and agency management shall endeavor to preserve the confidentiality of the complaint generating the meeting or consultation to the greatest extent possible.

4. Communicating the Order: Orientation, Pledges, Training, and Notifications

a. The personnel authority shall circulate this Order to all new hires during their orientation, shall give each new hire time to read a summary of the Order during orientation, and shall obtain a signed verification that the new employee has read the summary and pledges not to engage in sexual harassment or any other conduct that violates the rules prohibiting sexually harassing behavior, certain dating, romantic, or sexual relationships, and requiring disclosure of certain relationships. Agencies with supplemental orders relating to sexual harassment shall provide those orders, too, to onboarding employees.

b. When individual contractors are working inside an agency in a manner akin to a District Government employee, the agency or the supervising contractor shall obtain signatures from individuals during onboarding orientations affirming their agreement to abide by this Order.

c. New employees shall take a course on sexual harassment as part of the on-boarding process and in no event more than fourteen (14) days after being on-boarded. Agencies shall by December 11, 2023

circulate this Order to all current employees.

d. Agencies shall follow up to provide delivery to difficult-to-reach employees, including employees on leave and work-related travel. Agencies are responsible for confirming that each employee has received this Order by email, verification through Peoplesoft, or return of a signed copy.

e. By December 11, 2023, each agency shall email the names of the agency's primary and alternate SHOs to all its employees and shall send reminders or updates of who the agency's SHOs are at least annually to agency employees.

f. Each agency shall prominently post notices in conspicuous locations accessible and used by a substantial number of agency employees, identifying the agency SHO and Alternate SHO, how to report sexual harassment, and that sexual harassment investigations are to be kept confidential to the greatest possible extent consistent with their investigation and resolution. Agencies shall post the notices no later than thirty (30) days after receipt of the template notice from the Office of Human Rights required by Section V.K. of this Order.

g. Agencies shall take a digital photograph of each posting and transmit it to the SHO program coordinator at DCHR with a description of the location at the time of each posting.

h. Individuals and entities entering into contract or grant agreements with the District Government must affirm that they will abide by the D.C. Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR § 1100 et seq.

i. District agencies drafting contracts and grants shall require such affirmations as part of the contract or grant agreement.

E. Employee Responsibility to Participate in Agency Investigations

1. District Government employees are required to cooperate fully in a SHO or independent investigation of a workplace sexual harassment complaint.

2. If an employee who alleges sexual harassment or is believed to have been the victim of sexual harassment declines to assist and/or participate in the investigation of the allegation, or requests the agency not conduct an investigation, the agency may on its own initiative investigate or refer the matter for investigation.

3. Employees who were not themselves victimized, who, after a direct request by the SHO or other investigator, decline to participate in a sexual harassment investigation, may be subject to disciplinary action.

4. Any consideration of whether to recommend disciplinary action for failure to cooperate in an investigation on the part of an alleged victim requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

F. Discipline for Making False Statements or Representations

1. Making materially false statements, and misrepresentation, falsification or concealment of material facts or records in an investigation of allegations of sexual harassment is conduct warranting disciplinary action, up to and including termination.

2. Consideration of whether to recommend disciplinary action against an employee who is also the alleged victim of sexual harassment requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

G. Discipline after a Finding of Sexual Misconduct or Harassment

The agency shall recommend appropriate disciplinary action, such as described in Section 1607.2(k) of the District Personnel Manual, 6B DCMR § 1607.2(k), up to and including termination of any employee found to have engaged

in sexual misconduct or sexual harassment as defined in Section III of this Order.

H. Rights of the Alleged Harasser

Persons accused of sexual harassment deserve the full protections afforded to them under the law in administrative matters, including, but not limited to, the right to respond to allegations of sexual harassment; to counsel and representation, including a union representative or other representative of their choosing, and including the presumption of innocence, unless and until there is a finding of harassment after an investigation by the agency or where appropriate, OHR. The right to counsel does not include the right to have counsel paid for by the government.

I. DCHR Responsibilities

1. DCHR shall quarterly reach out to all designated primary and alternate SHOs to confirm that they continue to serve in those roles. If DCHR is unable to reach a designated SHO or to confirm that the individual still serves as the agency's primary or alternate SHO, DCHR shall work with the agency to identify a new primary or alternate SHO for the agency. DCHR shall post a list of agency SHOs on its website and update it as necessary.

2. DCHR shall develop reporting forms for disclosure of dating, romantic, and sexual relationships and for applications for waivers of the prohibition on relationships in the chain of command.

3. DCHR shall work with agencies to verify that all employees have completed the annual training on sexual harassment required by Section V.A.1.e. of this Order.

4. DCHR, working with the Office of the Chief Technology Officer, shall create a means through Peoplesoft for employees to acknowledge their receipt of the Order and agreement to comply with its provisions.

5. DCHR, in consultation with OHR, shall review, update, and provide training materials for agency SHOs, including training on investigative techniques.

6. DCHR shall establish qualification standards for SHOs and verify each SHO's qualification to serve as a SHO.

7. DCHR, in consultation with OHR and the Sexual Harassment Task Force, shall create and disseminate training and collateral materials on this Order, the sexual harassment provisions of the D.C. Human Rights Act, and other sexual harassment law and policy, to all agencies under the direct authority of the Mayor and to such independent agencies as may request access to DCHR materials. The training and collateral materials should be tailored to employees in various roles, such as senior officials, managers, attorneys, human resources personnel, and new or existing employees, and should take into account that many District Government employees work primarily in the community and may not have regular access to computer-based training modules.

J. Office of Human Rights (OHR)

1. OHR shall develop training for EEO officers on the standards of the D.C. Human Rights Act, including the changes made by the Human Rights Enhancement Amendment Act of 2022.

2. OHR shall provide consultative services to DCHR and the Sexual Harassment Task Force in creating and disseminating training and collateral materials on this Order, the sexual harassment provisions of the D.C. Human Rights Act, and other sexual harassment law and policy, to all agencies.

3. OHR shall provide a template notice to agencies for agencies to post where the agencies can fill in the name of their SHO and alternate SHO and providing basic information on the prohibition against sexual harassment, how to report, and confidentiality, pursuant to Section V.E.4.d. of this Order.

VI. PROHIBITION AGAINST RETALIATION

A. Retaliation Prohibited

Retaliating against a District Government employee for reporting or filing a claim of sexual harassment, assisting another person in reporting or asserting a claim of sexual harassment, opposing sexual harassment, acting as a witness in a sexual harassment investigation, refusing to follow orders that would result in sexual harassment, intervening to protect others from sexual harassment or advances, or challenging an allegation of sexual harassment, is strictly prohibited. Employees shall not be penalized as a result of their assertion of their rights under the D.C. Human Rights Act or providing truthful information in connection with an investigation (whether on behalf of a complainant or a respondent). Retaliatory behavior may include, but is not limited to, unwarranted reprimands, unfairly downgrading personnel evaluations, transfers to less desirable positions, verbal, or physical abuse, and altered and more inconvenient work schedules. Employees found to have engaged in retaliatory behavior shall be recommended for appropriate disciplinary action, up to and including termination.

B. Process for Alleging Retaliation

Claims of retaliation are generally beyond the scope of the investigatory authority of agency SHOs because SHOs may not be trained in assessing the legality or validity of managerial decisions such as evaluations and assignments and investigations into retaliation would be difficult to conduct in the rapid timeframe set forth in this Order. Employees who believe they have been retaliated against must file a complaint with an EEO Counselor within one hundred and eighty (180) days of the alleged retaliation and subsequently file a complaint with OHR within fifteen (15) days of receipt of the Exit Letter if the employee is not satisfied with the outcome of EEO counseling.

VII. LIMITS

Lodging a complaint regarding sexual harassment does not shield an employee from all discipline or discharge. Agencies may discipline or separate a complainant if the agency is motivated by non-retaliatory and non-discriminatory reasons that would otherwise result in such discipline or separation.

VIII. CONFIDENTIALITY

A. Protecting confidentiality is critical to encouraging victims of sexual harassment to come forth and share their stories. It encourages witness cooperation and protects the reputations of those involved. For those reasons, SHO investigations should be kept confidential.

B. Confidentiality is not absolute. SHOs must disclose information to the alleged harasser for the alleged harasser to have a full and fair opportunity to respond. SHOs may have to disclose information to witnesses to gather more information from them. SHOs must keep agency General Counsels updated for reporting purposes and for investigation support purposes. SHOs also may have to disclose criminal conduct or threats to law enforcement. SHOs should not make pledges of total confidentiality.

C. Investigative reports are confidential, highly private, and deliberative and shall not be released without a court order. Neither the complainant nor the alleged harasser shall be provided with a copy of the investigative report.

D. SHOs, the agency, and MOLC shall take all reasonable steps to ensure that no information contained in the complaint file is disseminated except in furtherance of the investigation; for entry into E-risk or another risk management system; to assist in resolution of the allegations; as necessary for execution of any consequences stemming from the investigation; when lawfully released; or when required by court order.

IX. TIMELY FILING AND STATUTE OF LIMITATIONS

Complaints of sexual harassment shall be reported as promptly as possible. Agencies should investigate alleged acts of sexual harassment beyond the legal statute of limitations, or deadlines otherwise provided by regulation or collective bargaining agreement, taking into consideration the sensitive nature of the alleged offense, the pressure the complainant may have felt not to report the conduct, when the victim became aware of behavior that was not immediately apparent, or a pattern of harassing behavior that developed over time. Some remedies or sanctions may be unavailable due to delays in filing, but even delayed investigations may yield information to the agency in its ongoing efforts to prevent and remediate sexual harassment or may add to the credibility of similar, future allegations should a pattern emerge of allegations against a particular person or practice.

X. RECORDS

A. Agencies shall maintain records of complaints and investigations conducted for three (3) years from the date of the complaint.

B. For each fiscal year, each agency shall track how many complaints of sexual harassment were made by the agency's employees; were made about its agency employees by customers/clients of the agency; grantees or contractors of the agency, and how many complaints were made of sexual harassment of the agency's employees by customers/clients, grantees or contractors, or members of the public during the agency's duties.

C. In addition to the number of complaints, agencies shall track how many matters were investigated; were resolved by mediation; were substantiated; were deemed unsubstantiated; resulted in administrative or disciplinary action against one or more individuals determined to have violated this Order or sexually harassed the complainant; have resulted in legal action; have resulted in a settlement (including the amount of any financial settlement); and how many are pending. Pursuant to the Sexual Harassment Data Collection Act, annual fiscal year data required to be produced under D.C. Official Code § 1-546.02 shall be transmitted to the Office of Human Rights on or before October 15 of each year.

D. Centralized reporting, however, should be ongoing, and agencies are directed to submit such interim, monthly, or quarterly reports as may be requested by DCHR, the MOLC, OHR, or the Sexual Harassment Task Force, and to enter incidents into E-Risk as directed.

E. Any warnings to an employee(s) to halt a particular type of behavior – whether generally or as to a particular employee(s) – shall be recorded and transmitted to the agency's human resource office and to the Mayor's Office of Legal Counsel. In the context of addressing complaints of sexual harassment, any other interventions made for an employee, customer/client, grantee or contractor shall also be recorded, whether or not they arose from an informal counseling session, a complaint of sexual harassment, a complaint regarding behavior in a dating, romantic, or sexual relationship, anonymous report, or any other means.

XI. CONCURRENT REMEDIES AND JURISDICTION

A. Non-Exclusivity of Remedies

This policy is intended to supplement or be an alternative to other processes that allow persons to complain of sexual harassment. The procedures established by this Order are separate and distinct from other options persons with grievances relating to sexual harassment may have, through the Office of Human Rights, the Equal Employment Opportunity Commission, any grievance procedure available under their collective bargaining agreement, ethics complaint and investigation processes administered by the Board of Ethics and Government Accountability, or any other statutory or regulatory complaint process. Filing a complaint under this Order does not stay or delay any filing deadlines in any other forum.

B. Filing a Formal Complaint with the Office of Human Rights

In addition to pursuing action within the agency, an alleged victim of sexual harassment, or a person acting on the victim's behalf with or without the victim's consent, may report a sexual harassment claim within one year of the alleged harassment or its discovery to OHR using its Intake Questionnaire Form. EEO counseling is not required prior to the filing of a complaint with OHR.

C. Filing a Complaint with the Equal Employment Opportunity Commission

Some complaints may fall within the jurisdiction of the federal Equal Employment Opportunity Commission.

D. Relationship and Remedies under Negotiated Grievance Claims

Filing a report or complaint under this policy does not satisfy the requirements for filing a negotiated grievance and obtaining remedies under a collective bargaining agreement, nor does the complaint under this Order delay the

time limits for initiating such a procedure. To pursue a negotiated grievance claim, the employee should file a grievance in accordance with the provisions of the applicable collective bargaining agreement.

E. Criminal Remedies and Referrals

1. Where there is an allegation of criminal misconduct, including for example, sexual assault, kidnapping, stalking, or a threat to do bodily harm, the agency may, after consulting its General Counsel, place the victim and/or the alleged harasser on administrative leave with pay pending final administrative resolution of the complaint or any criminal proceeding.

2. The complainant at his or her choice may report the alleged criminal violation to a law enforcement agency, including the Metropolitan Police Department ("MPD"). Where a criminal violation occurred, the agency shall recommend discipline of the perpetrator up to, and including, termination.

3. While it is generally the alleged victim's decision to report sexual harassment offenses for possible criminal prosecution, if during an investigation the agency uncovers evidence of ongoing crimes (such as sexual extortion of beneficiaries of government services) or criminal activity collateral to or extending beyond the reported allegations of sexual harassment, such as gun-related offenses, the agency shall notify law enforcement.

F. Crime Victim Hotline

The agency shall also remind complainants of sexual assault or other possible crimes of the existence of the DC Victim Hotline. The hotline, 1-844-443-5732, is available 24/7 by telephone, text, or online chat to seamlessly connect victims of crime to free resources to help them navigate the physical, financial, legal, and emotional repercussions of crime. Through the hotline, victims may be matched with an advocate who can help them decide whether to pursue a matter through the criminal justice process.

G. Courts of Law

This Mayor's Order is directed towards preventing and remedying sexual harassment in District Government operations and it does not preclude complainants from obtaining counsel and pursuing any remedies they may have in courts of law. The options discussed in this Order do not constitute legal advice; deadlines for filing, procedures, and substantive offenses or remedies may change over time.

XII. APPLICABILITY OF PERSONNEL RULES

Any proposed personnel action instituted under this Order is subject to the regulations set forth in the District of Columbia Personnel Manual at Title 6B of the District of Columbia Municipal Regulations.

XIII. SEXUAL HARASSMENT TASK FORCE

A. There is hereby established the Sexual Harassment Task Force as an internal task force comprised of representatives of the Office of Human Rights, the Mayor's Office of General Counsel, the Department of Human Resources, the Assistant City Administrator, and the Mayor's Office of Legal Counsel, as designated by the head of each office, and such other individuals as these members may invite to serve as additional members of the task force. The task force shall meet from time to time to develop and advise on trainings, make recommendations about needed policies, review draft regulations, and otherwise take action or recommend measures to fulfill the intent of this Order: including to reduce the incidence of sexual harassment, train employees on what to do when faced with inappropriate workplace conduct, including harassment, and provide additional, effective procedures for addressing inappropriate conduct of a sexual nature. The task force may invite experts and other individuals to participate in the meetings and deliberations of the task force.

B. The Sexual Harassment Task Force shall, no later than May 1, 2024, make recommendations in the following areas and shall provide such recommendations to the appropriate agencies with authority to carry out the

recommendations or make final decisions regarding them. The recommendations need not be in the form of a report and may remain deliberative discussion items until finalized and accepted:

1. Communications to District Government employees about the District's sexual harassment policies;

2. Updates to required trainings for SHOs and agency General Counsels;

3. Recommendations for building a workplace free from sexual harassment;

4. Any recommended adjustments to prohibitions and disclosures regarding dating, romantic, and sexual relationships; and

5. The performance and progress by the agencies named in this Order in completing the responsibilities assigned to them.

XIV. SUPERSESSION

This Order supersedes Mayor's Order 2017-313 and any other provision of a previous Mayor's Order or practice pursuant to that Mayor's Order, to the extent of any inconsistency.

XV. EFFECTIVE DATE: This Order shall become effective November 10, 2023.

_____

MURIEL BOWSER

MAYOR

ATTEST: _____

KIMBERLY A. BASSETT

SECRETARY OF STATE OF THE DISTRICT OF COLUMBIA

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Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director	CG	10/9/2025
2. Chris Earley, Deputy Director	CEE	10/8/25
3. Julia Wiley, General Counsel	JW	10/6/25
4. Bill Winston, Associate Director of Community Services	WW	9/30/2025
5. Ernest Merchant, Program Analyst	EM	9/25/25
6.		

SUBJECT: HOUSING COUNSELING SERVICES, INC. - Housing Services

Director's Comments:

Action

APPROVAL	CIRCULATE	CORRECTION	FILE	FYI	INVITATION	MEETING	SIGNATURE
☒	☐	☐	☐	☐	☐	☐	☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Housing Counseling Services, Inc.- NBAP FY26 Housing Services $3,000,000.00

Grant 2025-04

Originating Office

FROM: E. Merchant	TELEPHONE NUMBER:
DATE: 9/25/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE:

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

OFFICE OF THE DIRECTOR
OCT 9 '25 AM9:12

REV 1.0 10/25/23

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

OCT 0 9 2025

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Ernest Merchant
Program Analyst

Date: September 25, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Housing Counseling Services, Inc.**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$3,000,000.00**
ATTACHMENTS:	**FY25 Grant Agreement #2025-04** **FY26 Grant Modification #2025-04** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-04
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

MODIFICATION OF GRANT AGREEMENT
BY AND BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
AND
HOUSING COUNSELING SERVICES INC.

This Modification of Grant Agreement (the **"Modification"**) is entered into as of the 9 day of October 2025, (**"Effective Date"**), by and between the **District of Columbia**, a municipal corporation (hereinafter sometimes referred to as the **"District"**), acting by and through the District of Columbia Department of Housing and Community Development (hereinafter referred to as the **"Grantor"** or **"DHCD"**), and **Housing Counseling Services Inc.** [Entity Identifier NA6MQB4FM3C1], a non-profit corporation organized and existing under the laws of the District of Columbia, (hereinafter sometimes referred to as the **"Grantee"**) with its principal place of business at 2410 17th St NW Ste 100, Washington, DC 20009. The Grantor and Grantee shall be together referred to as the "Parties."

RECITALS:

1. DHCD, with offices at 1909 Martin Luther King, Jr. Avenue, SE, Washington, DC, 20020, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program pursuant to the District of Columbia Community Development Act of 1975 (D.C. Official Code § 6-1001 *et seq.*) and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Parties entered into a Grant Agreement (DHCD Contract No. 2025-04) **("Grant Agreement or "Agreement")** effective on February 1, 2025, that memorialized a funding award to Grantee derived from the District's Community Development Block Grant Program ("CDBG") Grant allocation for the purpose of providing a range of HUD housing counseling services that benefit low and moderate-income persons in the District of Columbia for the period from February 1, 2025 through December 31, 2025. (**"Grant Term"**). The Grant Agreement is attached hereto as ***Exhibit A*** and incorporated herein.

3. Section III.C. of the Grant Agreement included an erroneous statement regarding immigration status of Grant services beneficiaries.

4. Pursuant to Section XXII. of the Agreement, the Parties desire to amend the Agreement to correct that erroneous statement and for other purposes.

NOW, THEREFORE, in consideration of the mutual agreements of the Parties set forth herein, the Parties hereby agree as follows:

1. The above recitals are hereby incorporated and made a part of this Amendment.

2. Capitalized terms used in this Amendment that are not defined herein shall have the meanings given to such terms in the Grant Agreement.

3. **Section III. Grant Award Subsection C. Paragraph 1**
The second sentence, to include footnote 5 for a Housing Counseling Services Grant or footnote 7 for a Small Business Services Grant is deleted. **This change is retroactive to the Grant Effective Date.**

4. **Section IV. Grant Term and Periods of Performance**
The Grant term and Periods of Performance are revised. The text in the first paragraph of Section IV. is deleted and replaced with the following text:

*The term of this Agreement shall commence on the Effective Date and continue through September 30, 2026 (**"Grant Term"** or **"Term"**). There are two Performance Periods during this Term. The first Performance Period begins on the Effective Date and ends on September 30, 2025. The second Performance Period begins on October 1, 2025, and ends on September 30, 2026.*

5. **Section III. Grant Award** is amended to add a new subsection B. to read as follows:

*B. The Grant Award is amended to authorize a budget for Grant services to be provided during the Performance Period that begins October 1, 2025, and ends on September 30, 2026. (**"FY 2026 or FY 26"**). Total Grant authority in FY 26 shall not exceed **Three Million Dollars and No Cents [$3,000,000.]**.*

The FY 2026 Grant funding is allocated as follows:

Sources and Uses of Funds:

Public Service ("PS") [CDBG EN]	*$1,529,568.*
Non-Public Service ("NPS") [CDBG EN]	*$ 470,432.*
NRSAs Ward 7 and Ward 8 [CDBG EN]	*$1,000,000.*
TOTAL CDBG [EN]	*$3,000,000.*
TOTAL AWARD [All Sources]	*$3,000,000.*

Notwithstanding the designated source of funds, the Grantor reserves the right to provide funding from another source(s). In all cases, applicable Federal and District laws and regulations shall apply regardless of the source.

The FY 26 funds will be used to fund a range of services which HUD has defined as (insert one of the following)

- ***Housing Counseling Services: Public Services and Non-Public Services provided by a HUD Approved Counseling Agency ("HCA").***

The specific Grant activities are described in ***Exhibit B*** *attached hereto, which includes:*
(a) the Statement of Work,
(b) The Grantor approved Workplan

(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as ***Exhibit C****. and incorporated herein. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.*

6. The Parties agree that this Modification does not otherwise affect or impair their obligations under the Grant Agreement, and all terms, conditions and obligations of the Grant Agreement, not amended herein, shall continue in full force and effect as prescribed in the Grant Agreement.

7. This Modification shall be binding upon and inure to the benefit of the Parties to this Agreement and to their successors and assigns and continue so long as the Grant Agreement is effective.

8. Grantor and Grantee agree that if any of the terms and conditions contained herein shall contradict any of the terms and conditions in the Grant Agreement, the terms and conditions contained herein shall prevail.

IN WITNESS WHEREOF, the Parties have executed this Modification by and through their duly constituted and authorized officers and agents on the day and year first hereinabove written.

[Signature pages follow]

GRANTOR SIGNATURE PAGE

DISTRICT OF COLUMBIA, a municipal corporation acting by and through the Department of Housing and Community Development

By: _____
Colleen Green
Director

10/9/2025
Date

Legal Review:

By: Julia H Wiley
Office of the General Counsel
Department of Housing
and Community Development

Date: 10/6/25

GRANTEE SIGNATURE PAGE

HOUSING COUNSELING SERVICES INC.
a District of Columbia nonprofit corporation

By: _____
Marian Siegel
Executive Director

10/9/25
_____
Date

DHCD Contract No. 2025-04
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

GRANTEE SIGNATURE PAGE

HOUSING COUNSELING SERVICES INC.
a District of Columbia nonprofit corporation

By: _____
Marian Siegel
Executive Director

_____
Date

DHCD Contract No. 2025-04
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT A

FY 2025 Grant Agreement

DHCD Contract No. 2025-04
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT B

FY 2026 Statement of Work
and
Workplan

DHCD Contract No. 2025-04
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT C

FY 2026 Budget

Applicant's Name: Housing Counseling Services Inc.
RFA FY25

Services to be provided in FY26

The Grantee is funded to provide the service(s) identified herein *(see below)*. Services are to be provided by the Grantee in accordance with the description, conditions and procedures identified in Section 3.2 of the RFA FY25 for Housing Services (incorporated herein by reference); provided however, DHCD may alter descriptions, conditions and procedures at any time.

Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program
A6: Income Certification for the PADD Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B12: Legal Services for Seniors and/or Coop & Condo Associations
B13: Technical Assistance for Coop and Condo Associations
B14: Technical Assistance for Owners of Small Rental Properties

CATEGORY C: TENANTS AND TENANT GROUPS
C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

FY25 Housing Counseling Services Workplan

Organization Name:	Housing Counseling Services
Grant Number:	2025.04

Performance Period: 10/1/2025 9/30/2026

RFA Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	NRSA Ward 7 & 8 All Services	Total
A1	HUD Housing Counseling	30	Number of First Time Homebuyers Purchasing Homes					
A1		400	Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		800	Number of 1:1 Counseling Sessions (Budget & Credit)	Public Service or NRSA	$125,000.00	$0.00	$50,000.00	$175,000.00
A1		400	Number of unduplicated households					
A1		600	Number of 1:1 Homebuyer Counseling Sessions					
A1		600	Number of unduplicated households					
A2	8-Hour Homebuyer Class	14	Number of 8-hour Homebuyer Educations Classes					
A2		700	Number of Attendees of 8-hour Homebuyer Classes	Public Service or NRSA	$55,000.00	$0.00	$0.00	$55,000.00
A2		700	Number of DHCD Certificates issued					
A3	HPAP (SEAHP/REAHP) (HPS ONLY)	64	Number of HPAP Pre Purchase Orientations conducted					
A3		600	Number of Attendees at HPAP Orientations					
A3		60	Number of Files submitted to HPAP Administraters	Non-Public Service or NRSA	$0.00	$470,432.00	$0.00	$470,432.00
A3		360	Number of 1:1 HPAP Counseling Sessions					
A3		600	Number of unduplicated households					
A4	IZ/ADU Orientations	52	Number of IZ Orientations Conducted					
A4		900	Number of Attendees at IZ Orientations	Public Service or NRSA	$118,000.00	$0.00	$25,000.00	$143,000.00
A4		900	Number of DHCD Certificates issued					
A5	IZ/ADU Income Certifications	575	Number of IZ/ADU Income Certifications completed	Public Service or NRSA	$479,230.00	$0.00	$0.00	$479,230.00
A5	PADD	0	Number of PADD group training/coaching					
A6		0	Number of Attendees at PADD group training					
A6		0	Number of 1:1 PADD sessions (if applicable)	Public Service or NRSA	$29,000.00	$0.00	$0.00	$29,000.00
A6		0	Number of unduplicated households receiving 1:1 PADD sessions					
A6		12	Number of PADD Income Certifications					
A7	General Housing Services & Information (Group Training)	16	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)					
A7		80	Number of Attendees at Financial Literacy Trainings					
A7		0	Number of Homebuyer Clubs Meetings	Public Service or NRSA	$24,000.00	$0.00	$75,000.00	$99,000.00
A7		0	Total of Attendees at Homebuyer Club Meetings					
A7		6	Number of group trainings or workshops not reported in other categories					
A7		30	Number of Attendes at group trainings or workshops not reported in other categories					
B10	Eviction Counseling	14	Number of Eviction workshops					
B10		80	Number of Attendees at Eviction workshops					
B10		350	1:1 Eviction Counseling					
B10		100	Unduplicated households 1:1 eviction Counseling	Public Service or NRSA	$150,000.00	$0.00	$180,000.00	$330,000.00
B10		25	Number referred to Attorney(s) for Legal Services					
B10		0	Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)					
B10		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)					
B10		300	Number Evictions Prevented					
B11	SFRP	12	Number of SFRP Orientations conducted (required)					
B11		16	Number of 1:1 Intake sessions	Public Service or NRSA	$25,000.00	$0.00	$40,000.00	$65,000.00
B11		20	Number of unduplicated households					
B11		6	Number of complete applications submitted in SFRRP Portal					
B12	Legal Services for Seniors, Coops and Condos (Law Firm Subrecepients Only)	0	Senior households receiving legal services					
B12		0	Coop Associations receiving legal services					
B12		0	Condo Associations receiving legal services					
B12		0	Number of Pro Bono Legal Services Recruited and Retained					
B12		0	Number of Trainings for Law Firms (Trainings)					
B12		0	Number of Attendees at trainings for Law Firms (Attendees)					
B12		0	Number of new partnerships initiated					
B12		0	Total Number of Trainings to and work with Pro Bono Provided	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
B12		0	Number of outreach presentations conducted					
B12		0	Number of outreach activities conducted					
B12		0	Number of Senior Households that received Legal Counsel or Consultation					
B12		0	Number of Senior households that received Legal Representation					
B12		0	# of clients helped with Schedule H					
B12		0	# of clients helped with life planning docs					
B12		0	# pro bono attorneys engaged in housing-related matters					
B12		0	# veterans receiving legal counsel/advice					
B13	Technical Assistance for Co-Ops and Condo Associations	28	Number of Co-Op Associations receiving Technical Assistance					
B13	Coops	0	Number of Action Plans written for Co-Op Associations					
B13	Coops	15	Number of Successful Outcomes for Co-Op Associations					
B13	Coops	10	Number of Asset Management Improvement Services Provided for Co-Op					
B13	Coops	5	Number of Asset Management Tactical Support Services Provided to Co-Op					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Legal Assistant Services provided to Distressed Co-Op Associations					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Organization Sustainability Tactical Support Services Provided to Co-Ops					
B13	Coops	0	Number of Ownership Educations Sessions provided to different ownership models including shared equ					
B13	Coops	0	Number of Relocation Plans completed and accepted for Co-Ops					
B13	Coops	0	Numbers of Trainings on Board Operations Governance & Management to Co-ops					
B13	Coops	0	Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Ass					
B13	Coops	0	Number of written Asset Management & Sustainability Plans for Co-Ops	Public Service or NRSA	$35,000.00	$0.00	$65,000.00	$100,000.00
B13	Condos	12	Number of Condo Associations receiving Technical Assistance					
B13	Condos	0	Number of Action Plans written for Condo Associations					
B13	Condos	10	Number of Successful Outcomes for Condo Associations					
B13	Condos	6	Number of Asset Management Improvement Services Provided for Condo					
B13	Condos	0	Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies comp					
B13	Condos	0	Number of Asset Management Tactical Support Services Provided to Condo					
B13	Condos	0	Number of Legal Assistant Services provided to Distressed Condo Associations					
B13	Condos	0	Number of Consultative Services Provided to Condo Associations and Clients					
B13	Condos	0	Number of Organization Sustainability Tactical Support Services Provided to Condo Associations					
B13	Condos	0	Number of Relocation Plans completed and accepted for Condo Associations					
B13	Condos	0	Numbers of Trainings on Board Operations Governance & Management to condo associations					
B13	Condos	0	Number of written Asset Management & Sustainability Plans for Condo Associations					
B13	Coops and Condos	0	Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies comp					
B13	Coops and Condos	0	Number of Associations (Coops and Condos) referred to private/nonprofit Law Firm					
B13	Coops and Condos	0	Number of Trainings on Development including Relocation and Construction Management					
B14	Technical Assistance for Small Apartment Owners (25 units and less)	0	Number of Inquiries Received					
B14		0	Number of Owners/Managers receiving Services	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
B14		0	Number of Action Plans Written					
B14		0	Number of Action Plans Implemented/Completed					
B14		0	Number of Owners/Managers needing Asset Management Guidance					
B8	General Home Management (Post Purchase Non-Delinquent)	0	Number of Homeownership Preservation Workshops					
B8		0	Number of Attendees at Homeownership Preservation Workshops					
B8		0	Number of Post-Purchase Workshops (not including Homeownership Preservation)	Public Service or NRSA	$28,000.00	$0.00	$30,000.00	$58,000.00
B8		0	Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)					
B8		50	Number of 1:1 Post-Purchase Counseling Sessions					
B8		25	Number of Unduplicated households participating in 1:1 Post-Purchase Counseling Sessions					
B9	Foreclosure Counseling	5	Number of Foreclosure Workshops					
B9		8	Number of Attendees at Foreclosure Workshops					
B9		1680	Number of 1:1 Foreclosure Counseling Sessions					
B9		550	Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions	Public Service or NRSA	$80,000.00	$0.00	$0.00	$80,000.00
B9		0	Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)					
B9		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)					
B9		0	Number referred to Attorney(s) for Legal Services					
B9		0	Number of Foreclosures Prevented					
C15	TOPA Pre-Purchase Counseling & Training	150	Number of TOPA Meetings with Tenant Association					
C15		1500	Number of Attendees at TOPA Meetings	Public Service or NRSA	$125,000.00	$0.00	$310,000.00	$435,000.00
C15		30	Number of TOPA Training Workshops to Tenants					
C15		200	Number of Attendees at TOPA Training Workshops					
C16	TOPA Post-Purchase Counseling & Training	20	Number of TOPA Post Purchase Training Workshops					
C16		200	Number of Attendees at TOPA Post Purchase Workshops	Public Service or NRSA	$124,568.00	$0.00	$44,910.00	$169,478.00
C16		150	Number of unduplicated households					
C16		0	Number of one on one counseling sessions					
C16		0	Number of group training/coaching					
C17	Tenant Counseling for HRA - Rental Accomodation Division	150	Number of unduplicated households					
C17		70	Number of one on one counseling sessions	Public Service or NRSA	$65,000.00	$0.00	$120,090.00	$185,090.00
C17		50	Number of group training/coaching					
C17		500	Number of Attendees at group training/coaching					
Marketing	MARKETING AND OUTREACH	12	Housing Fairs					
Marketing		15	Other Tabling Events					
Marketing		10000	Flyers Distributed					
Marketing		200	Social Media Posts (Facebook, LinkedIn, Instagram)	Public Service or NRSA	$66,770.00	$0.00	$60,000.00	$126,770.00
Marketing		25000	Mailings					
Marketing		0	Paid Advertising (display ads in print)					
Marketing		0	Other					
Marketing		0	Other					
	TOTALS	40859			$1,529,568.00	$470,432.00	$1,000,000.00	$3,000,000.00

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	10/1/2025 - 9/30/2026
FISCAL YEAR:	FY 2026
TARGET SERVICE AREA (if applicable):	COMMUNITY BASED
WARD (if applicable):	
TYPE OF ACTIVITY:	Housing Counseling

Instructions: *Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$ 2,463,764.00	$ -	$ 2,463,764.00
Consultants	$ 10,000.00	$ -	$ 10,000.00
Space	$ 153,671.00	$ -	$ 153,671.00
Utilities	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Consumables	$ -	$ -	$ -
Marketing & Outreach	$ -	$ -	$ -
Training	$ 1,500.00	$ -	$ 1,500.00
IT Services & Support	$ -	$ -	$ -
Travel	$ 1,500.00	$ -	$ 1,500.00
Equipment	$ -	$ -	$ -
	$ -	$ -	$ -
Total Direct Cost	$ 2,630,435.00	$ -	$ 2,630,435.00
Total Indirect Costs (De Minimis Cost Rate 11.59%)	$ 369,565.00	$ -	$ 369,565.00
Total Costs	$ 3,000,000.00	$ -	$ 3,000,000.00

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2026
PERIOD SERVICE DATES:	10/01/2025 to 9/30/2026
TYPE OF ACTIVITY:	Housing Counseling

Instructions: *Please add number of rows for this portion of your budget as needed.*

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
Personnel Subtotals		$2,428,000.00				$ 2,053,136.00

Fringe Benefits (Max 20%)	$ 410,628.00
Total NBAP Grant Personnel Costs	$ 2,463,764.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	10/1/2025 - 9/30/2026
FISCAL YEAR:	FY 2026
TARGET SERVICE AREA (if applicable):	PUBLIC SERVICES
WARD (if applicable):	
TYPE OF ACTIVITY:	Housing Counseling

Instructions: *Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$ 1,250,645.00	$ -	$ 1,250,645.00
Consultants	$ 10,000.00	$ -	$ 10,000.00
Space	$ 78,326.00	$ -	$ 78,326.00
Utilities	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Consumables	$ -	$ -	$ -
Marketing & Outreach	$ -	$ -	$ -
Training	$ 1,500.00	$ -	$ 1,500.00
IT Services & Support	$ -	$ -	$ -
Travel	$ 1,500.00	$ -	$ 1,500.00
Equipment	$ -	$ -	$ -
	$ -	$ -	$ -
Total Direct Cost	$ 1,341,971.00	$ -	$ 1,341,971.00
Total Indirect Costs (De Minimis Cost Rate 15%)	$ 187,597.00	$ -	$ 187,597.00
Total Costs	$ 1,529,568.00	$ -	$ 1,529,568.00

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)

NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2026
PERIOD SERVICE DATES:	10/01/2025 to 9/30/2026
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
Personnel Subtotals		$ 2,428,000.00				$ 1,042,204.00

Fringe Benefits (Max 20%)	$ 208,441.00
Total NBAP Grant Personnel Costs	$ 1,250,645.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	10/1/2025 - 9/30/2026
FISCAL YEAR:	FY 2026
TARGET SERVICE AREA (if applicable):	NON PUBLIC SERVICES
WARD (if applicable):	
TYPE OF ACTIVITY:	Housing Counseling

Instructions: *Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$ 387,635.00	$ -	$ 387,635.00
Consultants	$ -	$ -	$ -
Space	$ 24,652.00	$ -	$ 24,652.00
Utilities	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Consumables	$ -	$ -	$ -
Marketing & Outreach	$ -	$ -	$ -
Training	$ -	$ -	$ -
IT Services & Support	$ -	$ -	$ -
Travel	$ -	$ -	$ -
Equipment	$ -	$ -	$ -
	$ -	$ -	$ -
Total Direct Cost	$ 412,287.00	$ -	$ 412,287.00
Total Indirect Costs (De Minimis Cost Rate 15%)	$ 58,145.00	$ -	$ 58,145.00
Total Costs	$ 470,432.00	$ -	$ 470,432.00

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)

NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2026
PERIOD SERVICE DATES:	10/01/2025 to 9/30/2026
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
Personnel Subtotals		$ 2,428,000.00				$ 323,029.00

Fringe Benefits (Max 20%)	$ 64,606.00
Total NBAP Grant Personnel Costs	$ 387,635.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	10/1/2025 - 9/30/2026
FISCAL YEAR:	FY 2026
TARGET SERVICE AREA (if applicable):	NRSA WARD 7-8
WARD (if applicable):	7, 8
TYPE OF ACTIVITY:	Housing Counseling

Instructions: *Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$ 825,484.00	$ -	$ 825,484.00
Consultants	$ -	$ -	$ -
Space	$ 50,693.00	$ -	$ 50,693.00
Utilities	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Consumables	$ -	$ -	$ -
Marketing & Outreach	$ -	$ -	$ -
Training	$ -	$ -	$ -
IT Services & Support	$ -	$ -	$ -
Travel	$ -	$ -	$ -
Equipment	$ -	$ -	$ -
	$ -	$ -	$ -
Total Direct Cost	$ 876,177.00	$ -	$ 876,177.00
Total Indirect Costs (De Minimis Cost Rate 15%)	$ 123,823.00	$ -	$ 123,823.00
Total Costs	$ 1,000,000.00	$ -	$ 1,000,000.00

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)

NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2026
PERIOD SERVICE DATES:	10/01/2025 to 9/30/2026
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
Personnel Subtotals		$ 2,428,000.00				$ 687,903.00

Fringe Benefits (Max 20%)	$ 137,581.00
Total NBAP Grant Personnel Costs	$ 825,484.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director		3/17/25
2. Chris Earley, Deputy Director		3/13/25
3. Julia Wiley, General Counsel		3/13/25
4. Bill Winston, Associate Director of Community Services		3/13/25
5. Ernest Merchant, Program Analyst		
6.		

SUBJECT:

Director's Comments:

Action							
APPROVAL ☒	CIRCULATE ☐	CORRECTION ☐	FILE ☐	FYI ☐	INVITATION ☐	MEETING ☐	SIGNATURE ☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Housing Counseling Services, Inc.- NBAP FY25 Housing Services $2,010,000.00

Grant 2025-04

Originating Office

FROM:E. Merchant	TELEPHONE NUMBER:
DATE:3/13/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE: OFFICE OF THE DIRECTOR MAR 17 '25 PM2:37

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

MAR 17 2025

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Ernest Merchant
Program Analyst

Date: March 13, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Housing Counseling Services, Inc.**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$2,010,000.00**
ATTACHMENTS:	**FY25 Grant Agreement #2025-04** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

DISTRICT OF COLUMBIA.

COMMUNITY SERVICES
HOUSING COUNSELING SERVICES

GRANT AGREEMENT

BY AND BETWEEN
THE DISTRICT OF COLUMBIA
AND

HOUSING COUNSELING SERVICES INC.

This Grant Agreement ("Grant" or "Agreement"), is made effective as of March 13, 2025, ("Effective Date"), by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the D.C. Department of Housing and Community Development (hereinafter referred to as "Department," "DHCD" or "Grantor") and Housing Counseling Services, Inc., a District of Columbia non-profit corporation Grantee [DUNS No. Unique Entity Identifier (UEI) NA6MQB4FM3C1] (hereinafter referred to as "Grantee") with its principal place of business at 2410 17th St NW Ste 100 Washington DC 20009. Grantor and Grantee shall be collectively referred to herein as the "Parties."

RECITALS

1. The Department with offices at 1909 Martin Luther King Jr Avenue SE, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975, D.C. Official Code§ 6-1001 *et seq.*, and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Department is authorized to fund community based non-profit organizations that provide housing counseling services for low- and moderate-income persons.

3. On June 7, 2024, the Department published a Notice of Funding Availability ("NOFA") in the D.C. Register, which announced the forthcoming issuance of the Fiscal Year ("FY") 2025 Request for Applications ("RFA") for the Neighborhood-Based Activities Housing Counseling Services Program ("HCSP"). The RFA was issued on June 21, 2024, that solicited applicants to provide services to District of Columbia ("District") residents as a part of the Department's HCSP. HCSP includes Public Services ("PS"), and Non-Public Services ("NPS") as defined in Section I herein. U.S. Department of Housing and Urban Development ("HUD") approved counseling agencies employing one or more certified HUD counselors are eligible to provide both PS and NPS services, while organizations which do not have HUD approval status may provide PS services only. The RFA included an opportunity for applicants to provide one or more of seventeen (17) services listed in the RFA. These services include HUD-approved counseling in keeping with 24 CFR 5.100 and related Federal regulations (in 2 CFR Part 200, and 24 CFR Part 214) as well as services related to local DC programs which are administered by the Department. The RFA and the requirements set forth therein are also incorporated by reference herein.

4. The Grantee's RFA application demonstrates that its organization possesses project management, and organizational and administrative capacity to successfully perform as a nonprofit grant subrecipient under the Department's HCSP, and accordingly DHCD has determined to award a grant to the Grantee in FY 2025 ("25" or "2025").

5. The Grantor proposes to fund HCSP grant activities in FY 2025 from its allocation of Community Development Block Grant ("CDBG") funds authorized by Title I of the U.S. Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), 24 CFR Part 570.

6. As a condition precedent to disbursement of the Grant proceeds to Grantee for the sole and exclusive purposes described in Exhibit A (which includes the "Statement of Work" and the approved "Workplan", both attached hereto and made a part hereof), the Department requires that Grantee enter into this Agreement setting forth the terms and conditions of the Grant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are hereby incorporated by reference and made a part hereof.

Section I. **Definitions.**

A. As used herein, the following terms shall have the meanings indicated:

a) **Fiscal Year**: All references to Fiscal Year(s) ("FY") herein refer to the District Government fiscal year which is October 1st to September 30th
b) **Neighborhood Revitalization Strategy Area** ("NRSA") refers to the HUD approved areas of Wards 7 and 8 which have been designated as strategic areas for revitalization. Services to Ward 7 and Ward 8 regardless of whether Public Service or Non-Public Service, attributed to the NRSA.
c) **Non-Public Services** refers to 24 CFR 5.100 counseling services provided to clients in connection with the purchase of a specific home. All other 24 CFR 5.100 counseling is Public Service.
d) **Public Services** refers to all other services and may include group training and/or one on one counseling.
e) **Performance Periods**: The Performance Period is defined as the start date and end date for which Grant funds are awarded to execute an approved Workplan and Statement of Work in keeping with the RFA for FY 2025. (See Section IV below.)

Section II. **Exhibits.**

The Exhibits listed below and the terms and conditions of the same are incorporated herein and made a part of this Agreement.

A. Services to be Provided
- Statement of Work
- Section 3 from the FY 25 RFA: Services
- Workplan as approved by the Grantor

B. Budget
- Schedules A (3-1) and A (3-2) for the First Performance Period

C. Required Reporting Forms
- Monthly Performance Report on group trainings/orientations/workshops and one on one counseling (in connection with the Statement of Work and Workplan), as well as reports on DHCD certificates issued, outreach and marketing activities, and upcoming group trainings.

- Quarterly Beneficiary Data and Demographics for each of the following (a) PS, (b) NPS, and (c) NRSA activities.
- Quarterly Language Access Report (Optional)
- Quarterly Banking Report (as applicable)
- Quarterly Procurement Report (as applicable)
- Quarterly Submission of Minutes of Board of Directors Meetings

D Method to determine Client Eligibility for Services
E Budget Modification Form
F Drug Free Workplace Certification
G Service Area Eligibility
H Insurance Requirements
I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Section III. Grant Award

A. The Department shall make a Grant of the District's CDBG Entitlement Grant Federal Award No: B-24-MC-11-0001 ("CDBG Federal Award") to Grantee in an amount not to exceed Two Million Ten Thousand Dollars and No Cents ($2,010,000.) (the "Grant") and is allocated as follows:

Sources and Uses of Funds:

Public Service ("PS") [CDBG EN]	$ 1,024,810.56
Non-Public Service ("NPS") [CDBG EN]	$ 315,189.00
NRSAs Ward 7 and Ward 8 [CDBG EN]	$ 670.000.44
TOTAL CDBG [EN]	$ 2,010,000.00

Notwithstanding the source of funds designated above, the Grantor reserves the right to provide funding from another source(s). In all instances, applicable Federal and District laws and regulations shall apply regardless of the funding source. The Grant award shall be used to fund a range of services which HUD has defined as Housing Counseling Services: Public Services and Non-Public Services by a HUD Approved Counseling Agency ("HCA").

The specific Grant activities are described in Exhibit A (attached hereto) which includes
(a) the Statement of Work,
(b) Lines of Services - Section 3.2 of the Request for Applications (RFA), and

(c) The approved Workplan
(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

C. The Grant services will benefit low-and-moderate income persons living in the District of Columbia. In keeping with recent Presidential Executive Orders, Grantees should only use grant funds for US citizens and should maintain such documentation to prove citizenship.[17]

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as Exhibit B. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.

D. The Catalog of Federal Domestic Assistance ("CFDA") number is 14.218.

E. The Uniform Administrative Requirements for Federal Grants are applicable to this grant award and are available online at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1. Also, the Grantee must comply with the Community Development Block Grants regulations 24 CFR part 570 that govern this award and other related HUD regulations, which are incorporated herein by reference.

Section IV. Grant Term and Periods of Performance

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2025. During this term, there are two Performance Periods. The First Performance Period is the Effective Date to September 30, 2025. The Second Performance Period is October 1, 2025, to December 31, 2025.

Funding for each Performance Period is in the sole discretion of the Grantor and requires meeting all due diligence requirements prior to award.

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[17] Examples of such document may include copies of unexpired state issued Real ID identification or driver's license, unexpired US passport or US passport card, active duty Military ID, current Green Card or Naturalization documents with state issued photographic identification.

The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of Grant funds or other Grant assets.

Section V. Statement of Work/CDBG Eligible Activities/Eligible Costs/Business Operations

A. CDBG Eligible Activities

1. Grantee shall use the CDBG Grant proceeds solely to fund Grantor-approved service activities that are intended to provide services and empower low- and moderate- income persons in the District of Columbia to make informed housing choices and achieve their housing goals, whether it's finding affordable rental housing, purchasing a home or obtaining financial assistance for critical home repairs.

The best way to provide this critical information to a client in order to assist them in their decision-making process is to adhere to 24 CFR 5.100[18] [in which a HUD certified counselor conducts (1) intake (2) financial and housing affordability analysis with affordability calculation (3) an action plan and (4) follow-up counseling to implement the action plan and achieve its stated goals].

The Grant services to be provided are described in Exhibit A. This description includes the major tasks, activities and project deliverables to be provided under this Grant. The Grantor reserves the right to alter or change the District of Columbia program requirements including eligibility, services provided, service methodology, service delivery and program goals during the performance period.

The proposed Grant activities are CDBG eligible activities pursuant to 24 CFR 570.201(e).

2. Grantee shall sponsor outreach events that inform the community about the Grant activities and participate in other community events as requested by Grantor.

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[18] 24 CRF 5.100: "Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling."

3. The Grantee must retain records which demonstrate that each activity funded under this Grant is CDBG eligible and document the amount of CDBG funds expended for each activity. This includes the activity itself, the outcomes, and the records concerning beneficiaries in keeping with subsection (B)(2) below receiving services. Any authorizations needed together with beneficiary statistical information should be obtained by the Grantee during intake or registration. HUD does not grant exceptions or authorize the District to make exceptions to this requirement.

B. CDBG National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention of slums or blight; 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. The Grantee certifies that the CDBG-assisted activities to be carried out under this Agreement will meet the National Objective of primarily benefiting low- and moderate-income persons (limited clientele activities) in accordance with Federal and District Requirements. The minimum threshold requires that at least 51% of the households served with CDBG funding must be low- and moderate-income households; provided however, that a Grantee whose application claimed additional scoring points for agreeing to provide Grant services to more than 51% low- and moderate-income beneficiaries, must adhere to the percentage they elected in their application.[19]

In accordance with the Grantee's election in their Application for a grant award and for receiving additional points in scoring, the Grantee has agreed to exceed the minimum requirement and to serve at least 90% low- and moderate-income beneficiaries.

Note: This percentage cannot be decreased as it was used for scoring in a competitive round of funding.

4. The Grantee shall disclose to any client that services are provided free of charge by a Grant funded by DHCD using Federal funds and therefore the Grantee has certain reporting

[19] In responding to the RFA published June 21, 2024, applicants were given the opportunity to receive additional points in scoring for committing to exceed the CDBG minimum threshold to either a 75% minimum or a 90% minimum.

requirements in order to provide the Grant services free of charge. The Grantee shall use appropriate forms to obtain a client authorization, as required, to comply with the terms of this Agreement and to meet HUD reporting requirements,

C. Staffing

Where HUD requires services are to be provided by a Certified HUD Housing Counselor, the Grantee shall comply with that requirement and not permit services reserved to HUD certified counselors to be provided by others.

To the extent applicable, Grantee agrees to secure the services of qualified personnel that are licensed and bonded in the District of Columbia to perform the CDBG Federal Award activities and services listed in Exhibit A.

Any changes in personnel or their general Grant responsibilities as set forth in Exhibit A are subject to the prior written approval of DHCD. In this regard, it is essential that the Grantee immediately report terminations and proposed new hires to the Grantor.

D. Business Operations

1. Grantee shall observe business hours of operation onsite in their service location(s) that align with District Government hours of operation specifically Monday through Friday 9:00 am to 4:30 pm (DC holidays excepted)[20] and shall ensure that sufficient staff are on site at Grantee's place of business to carry out Grant services.

2. During the hours of operations, Grantee shall have live answered telephones for incoming calls. If the Grantee's phone system utilizes an auto-attendant function or voicemail, announced option to the caller must include an option to press a certain key (such as "0" for an Operator) to be connected to a staff person in real time who can answer and field questions, redirect a caller to a staff person who can address a caller's inquiries, or provide registration information. DHCD and other DC agencies such as the Office of the Attorney General may check Grantee's compliance with this requirement from time-to-time.

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[20] DC Holidays include New Year's Day, Dr. Martin Luther King, Jr. Holiday, Washington's Birthday, DC Emancipation Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Day.

E. Grantee may offer clients virtual appointments as well as virtual group informational or educational activities, but Grantee shall also provide clients an option for in-person services (including both in-person one on one appointments as well as some in-person group informational or educational activities.) The Grantee shall not refuse in-person services to DC residents.

F. Housing Resource Center (HRC) and Late Night Hours: As required by the RFA, "Applicants selected for the award shall participate (in a regular rotation) in staffing onsite at the Department's Housing Resource Center (HRC). The HRC provides services to DC residents by appointment and walk-ins." The HRC is located in the Grantor's offices at 1909 Martin Luther King Jr Av SE. The HRC coordinator, in conjunction with the Associate Director for Community Services, will develop a schedule in consultation with Grant subrecipients for staffing the HRC on a rotating basis on weekdays.

RFA applicants were awarded additional points in their score by committing to "Extended Office Hours." The options included providing office hours until 7:00 pm at least one (1) day a week in their office location and/or until 7:00 pm at least two (2) days a month in the HRC.

In accordance with the Grantee's selection in their Application for grant award and funding, the Grantee has committed to serve Extended Office Hours Extended Office Hours until 7:00 pm one (1) day a week in their office and one (1) day in the HRC.

Section VI. Disbursement/Required Support Documentation

A. Reasonable, Allowable, Necessary, Allocable

1. Grantee may request reimbursement for actual expenses incurred to provide services and as described in the Grant Budget (A 3-1 and A 3-2). Requests must meet all four criteria: reasonable, necessary, allowable, and allocable. (2 CFR 200.305)
   a. ***Allowable costs.*** Reimbursements are limited to the expenses directly related to activities supported by the grant activities and are subject to the regulations of the Federal and District Governments. Expenses related to activities should be necessary, reasonable, allowable and allocable.
   b. ***Limitations on allowable costs.*** A grantee may not use an indirect cost rate to determine allowable costs under its grant.
   c. Some ***Unallowable costs.*** Expenses that are not allowable include (but are not limited to) sales tax, late fees, debts, tips & gratuities, food, alcohol, controlled substances, cash reserves or investments, money given to individuals (including

donations, grants or loans), contributions to organizations, costs of fundraising, fund development, grant writing, advocacy, lobbying, and purchase of goods or services for personal use or benefit.

2. In addition, Grantee must demonstrate to the reasonable satisfaction of the Grantor that Grant performance milestones have been achieved. All requests for payment of eligible expenses shall be associated with the budget line items specified in Exhibit B (Budget Schedule A (3-1), estimated cost invoices and satisfactory Grant performance.

3. Grantees may not be reimbursed for expenses paid through Cash app or other similar peer-to-peer payment platforms, since such platforms create issues for recordkeeping, auditability, and compliance with grant regulations.

4. The Grantee shall not supplant funds or seek reimbursement for expenses that may be reimbursed by another grant (Federal, District, or private) either prior to or subsequent to reimbursement by the Grantor.

5. The Grantee must have the capacity for bookkeeping and accounting services required to track Grant expenses and create payment requests in keeping with Federal and District requirements, either on staff or by a third-party contractor.

6. The Grantee shall create and submit payment requests in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the Grantee to create and submit invoices by selecting the applicable purchase order number which is listed on the Grantee's profile.

7. All Grantees must be registered in the portal prior to invoice submission. The vendor portal website is **https://cfo.dc.gov./supplier_portal**. Please log onto the portal for further details and instructions. Questions can be submitted to **suppliers@dc.gov**.

B. Form of Submission of Payment Requests

1. The cover sheet to the reimbursement package must be the 30A Form of the Department [RCSD DHCD 306A Revised October 2024]. No other cover sheet is needed. This form should contain the Purchase Order Number, the IDIS Number, and the Partial Payment Number in accordance with Department's guidelines.

Payments requests are contingent upon certification by the Grantee in the following form as contained on the 306A (RCSD DHCD 306A Revised October 2024). The Certification is to be made by the chief executive officer, or the chief financial officer or the chief operations officer if the Governing Board has authorized this officer to act on behalf of the board to sign.

"I certify that all items, quantities and prices of work and material shown in the requisition are correct to the best of my knowledge and belief. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information , or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812." (2 CFR 200.415)

2. Page 2 and Page 3 shall be the Reimbursement Request A 3-1 and A 3-2.

3. Page 4 shall be the Invoice Cover Sheet with:
   a. A unique identifier (e.g. a row number or brief alphanumeric code) shall be assigned by the Grantee to non-personnel invoices and with the same unique identifier marked on each and every supporting document (e.g. receipt, proof of payment, cancelled checks, contracts, scopes of works, services rendered, vendor statement or document, Grantee's notes) submitted. The unique identifier shall be listed on the invoice cover sheet.
   b. Vendor's name
   c. Remittance address
   d. Invoice number
   e. Invoice date
   f. Contract number (also known as Grant Number)
   g. Purchase order number (if any)
   h. Invoice Amount
   i. The Amount which the Grantee is requesting reimbursement
   j. Quantity of goods/services delivered. Deliverables. Shipping and payment terms
   k. Other substantiating documentation that justifies and supports the payment request.

4. Page 4 and subsequent pages as needed shall include the supporting documents for the reimbursement request including signed timesheets, payroll reports, invoices from vendors marked as described above. (See Section E below.)

C. HUD Related Requirements

1. Federal regulations require that reimbursement under the Grant is tied to (a) beneficiary data reporting and (b) program performance. Failure to meet reporting deadlines for performance and/or beneficiary service data will suspend temporarily the processing of Grantee payment requests. Staff unavailability does not waive the requirement to meet reporting deadlines, and Grantee shall ensure that adequate staff are trained or cross-trained to prepare and submit reports timely.

2. The Grantee should be aware that HUD maintains an *Integrated Disbursement and Information System* ("IDIS"), a database in which the Grantor must make reports during the performance period on each Grantee's account. HUD flags subrecipient accounts when reporting is not provided by a deadline. Such a flag shall constitute a default. Multiple flags or failure to meet the conditions for HUD to remove a flag may result in suspension or termination in keeping with Section XII (C) of this Agreement.

D. Schedule for Submission of Reimbursement Requests

1. Requests for reimbursement shall be submitted in a timely manner by the date due. Failure to meet a deadline shall constitute a default.

2. On the 10th day of each month, the Reimbursement Request shall be for the prior month; provided however, the September reimbursement request must be submitted earlier in October on the date specified by the Office of the Chief Financial Officer of the District of Columbia, which is usually between the 5th and 7th day of October. *(Grantee may wish to use other funding sources for the late September payroll to facilitate meeting the deadlines.)*

3. In order to close-out the grant by September 30th, the October request should be the only request submitted in September.

4. The monthly schedule for submission is as follows:

Month	Due Date
March	April 10th
April	May 10th
May	June 10th
June	July 10th
July	August 10th
August	September 10th
September	October 5th or 7th as specified by the DC CFO
October	November 10th
November	December 10th
December	January 10th
January	February10th
February	March 10th

5. As applicable, expenses incurred pursuant to a project commitment in IDIS that has been approved by the Grantor and are otherwise eligible for reimbursement at the Grantor's sole discretion, may be reimbursed, regardless of when those expenses were incurred.

E. Source Documentation

1. All costs and obligations incurred under this Grant Agreement must be supported by source documentation (e.g. invoices, receipts, contracts, canceled checks, etc.). Documentation may also include approved time distribution sheets and certified payroll reports for employees and contracts.

2. The Grantee must satisfy all documentary requirements to the reasonable satisfaction of the Grantor prior to the disbursement of Grant funds.

F. Requirements Applicable to Disbursed Funds/No Escrow

1. Grantee shall not escrow Grant funds. However, nothing shall prohibit the Grantee from supplementing funding for these activities from other sources including other grants, funders or donors.

2. Any cash advances disbursed pursuant to this Agreement must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate

cash requirements of the Grantee in carrying out the purpose of the Grant. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct Grant program or project costs and the proportionate share of any allowable indirect costs.

3. If at any time it is determined that more Grant funds are disbursed to Grantee than what was required by the Grantee's immediate disbursement needs, Grantee shall immediately return to Grantor the excess funds.

4. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations or fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee.

G. The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect cost rate, as further described in Section (C)(4) and Section (C)(5) (Reporting Requirements) below.

H. In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant proceeds within three (3) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant proceeds, unless another date shall be agreed to be the parties in writing. The Grantor reserves the right to recover such losses by any legal remedy available.

Section VII. Budget Modifications

A. Any amendments to the budget (change in the amounts specified in the individual cost categories set forth in Exhibit B). may be approved by the Grant Administrator, so long as the total amount of the budget is not exceeded.

B. Any increase in the total Grant amount must be approved by the Director of the Department. If the change is made at the request of the Grantee, the request shall be in writing dated and shall be submitted on a Budget Modification Form, attached hereto as Exhibit E.

1. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and dated using the appropriate excel format or the appropriate online portal if available.

2. The Grantee shall make modification requests by June 1st, to allow sufficient time for processing prior to the start of the fourth quarter of the fiscal year. No more than two modifications may be required in the performance period. Requests for modification to the budget shall not be approved after June 1, 2025, except for extenuating circumstances specified in writing, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion.

3. The Department will not approve reprogramming of personnel funds for positions not filled in compliance with this Agreement and Grantee's personnel policies submitted to Grantor. If at any time DHCD requires a more detailed budget breakdown than the one contained herein, the Grantee shall provide such supplemental budget information in a timely fashion and in the form and content prescribed by DHCD.

Section VIII. Conditions Precedent to Grant Closing and Grant Disbursement

Grant closing shall mean the date on which Grantee has satisfied all conditions precedent to execution to the satisfaction of the Grantor, at which time both parties have executed and delivered the Grant Agreement. No Grant proceeds shall be disbursed prior to Grant closing.

The following conditions must be met prior to Grant closing:

A. Eligibility Determination. Determination by the Grantor that Grantee's proposed Grant activities meet eligibility and national objective requirements specified by the CDBG Program regulations at 24 CFR §§ 570.200 through 570.209. Grantor has determined that the proposed Grant activities are eligible for CDBG Program funding pursuant to 24 CFR 570.201(e) (provide housing counseling services to low- to moderate-income households).

B. Environmental Clearance. Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historic preservation reviews, and HUD has issued an approval of the release of funds.

C. Due Diligence Submissions. The following items must be delivered to DHCD for approval prior to Grant execution and Grant closing:

1. Articles of Incorporation, organizational by-laws and certification of nonprofit status.
2. Board/Corporate Resolution, memorializing
   a. the Grantee's intent to enter into this Agreement
   b. identifying the total Grant amount of the award
   c. identifying the Grant Number
   d. identifying the funding source(s) of the award, and
   e. identifying the authorized person by name and title who is authorized to sign on behalf of the corporation to enter into this Agreement.
3. Certificate of Good Standing
   a. issued by the DC Department of Licensing and Consumer Protection (DLCP)
   b. certified within 6 months of the Effective Date of this Agreement.
4. Certificate of Clean Hands
   a. issued by the DC Office of Tax and Revenue (OTR)
   b. certified within 90 days of this Agreement.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia to carry out the Grant activities.
6. Evidence that Grantee has obtained insurance, as provided in Exhibit H. If the renewal period for any insurance requirement occurs during the Grant performance period, the Grantee is required to submit to the Grantor evidence (Certificate Of Insurance) of insurance renewal to cover the remaining Grant performance period.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Effective Date.
8. An Affirmative Action Plan ("AAP") must be submitted by the Grantee for review and approval by the District prior to Grant execution and the disbursement of any Grant proceeds. The AAP shall be in a form to be determined by the District and must detail the Grantee's efforts to comply with the District's goals for achieving equal employment in District government contracts and set forth specific standards for the utilization of minorities in all job categories, as required by Mayor's Order 85-85 and District law.
9. Drug-free Workplace Certification (Exhibit F).
10. Debarment affidavit and verification confirming that Grantee is not debarred or suspended or otherwise excluded from or ineligible for participation in federal or District assistance programs under Executive Order 12549 or District law.

D. Opinion of Counsel. Grantee shall submit a written opinion of the Grantee's attorney, which states that the attorney has read the Grant documents and that the Grantee:

- Is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary.
- Has the full authority and legal right to carry out the terms of this Grant Agreement and all documentation required hereunder to be executed by Grantee; and
- Has taken all actions to authorize the execution, delivery and performance of this Grant Agreement and any documents required to be executed in connection with the Grant according to their respective terms

The Opinion shall further state that none of the aforesaid actions, undertakings or agreements violate any restriction, term, condition or provision of the Grantee's organizational documents or any contract or agreement to which Grantee is a party or by which it is bound. The Opinion must identify the Grant Agreement by name and Grant number, and the counsel must specifically identify the documents upon which the Opinion is based.

E. Current on District Obligations. Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant, including all local taxes and charges affecting Grantee's business.

F. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Proceeds, including, but not limited to the Council of the District of Columbia and the Chief Financial Officer of the District of Columbia.

G. Clearance Approval issued by the DHCD Office of Program Monitoring.

Section IX. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. The Grantee shall cure all report deficiencies identified by the Department and resubmit for approval by the Grantor within 14 calendar days of the notification. The requirements of monthly and quarterly reports [VII.(A) and (B) are in Exhibit C.]

A. Monthly Reporting

Monthly Performance Reporting. The Grantee shall use the online reporting portal provided by the Grantor and shall provide a complete performance report by the 10th day of each month reporting on Grant activities, accomplishments and performance of the prior month. Failure to submit the report by the tenth day of the month following the end of each

month shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

B. Quarterly Reporting

On the 10th day of January, April, July, and October, the following quarterly reports for the previous three months shall be due and provided by the Grantee in the form and method required by Grantor:

1. Quarterly Report on **Beneficiary Data and Demographics** (separate reports for PS, NPS and NRSA).

2. **Banking Report** (as applicable)

3. **Non-expendable Equipment Inventory Report** (as applicable) (the purchase or lease of non-expandable equipment). The purchase of all computer equipment must have prior approval from the Department.

4. **Procurement Report** (as applicable).

5. Copies of the **Minutes of the Board of Directors** meetings, which took place during the previous quarter; and

6. **Language Access Report** (optional) – If services are provided in languages other than English, we encourage a language access report to be made.

Failure to submit any or all Quarterly Reports by the tenth day of the month following the end of a quarter shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

C. Additional Report Requirements

The following reports are due to the Department within the timeframes indicated below. If these documents were previously submitted, they must be updated and resubmitted.

1. Fringe Benefits Report

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects funded from the proceeds of this Grant shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefits rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the change. The report shall be submitted to DHCD within fifteen (15) days of Grant execution.

The fringe benefits rate for any personnel costs funded by this Grant shall not exceed 20% of the base salary rate indicated in Schedule A Form A (3-2) of the budget (Exhibit B).

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to the date of the Offer Letter.

All personnel costs approved under this Grant Agreement must be filled within ninety (90) days of Grant execution or within ninety (90) days of the vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than ninety (90) days, whether intermittent or consecutive, at any time during the Grant period may result in the loss of funds for the position.

Grantee must submit transcripts of training or continuing education for individual staff and counselors to the Grantor.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with CDBG funds, in accordance with the requirements specified in 2 CFR Part 200 (Exhibit D). The property inventory list must include, at a minimum, a short

description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

a. The Grantee shall submit a budget and Cost Allocation Plan showing its direct and indirect costs and the allocation of such costs to the Grantee's activities, including the administration of the activities and services provided under this Agreement. The plan must show all allowable and unallowable costs and how such costs are included in the direct and indirect costs in accordance with 2 CFR Part 200.

b. A current Cost Allocation Plan must be submitted no later than thirty (30) days following Grant execution.

c. The Cost Allocation Plan must include all sources of funding for the Grantee, including this, Grant and to which program/cost centers each source has been applied using the Grantee's chart of accounts (referencing individual budgetary line items).

The Grantee must provide:
i. the total amount of funding from each funding source,
ii. the total staff employed by the Grantee, regardless of funding source, staff allocation per grant/program and the estimated percentage of time spent per grant program.

d. As required by HUD, the Cost Allocation Plan is subject to approval by the Grantor. The Grantee shall cure any defects or omissions in the Cost Allocation Plan within 60 calendar days of the notice to cure.

e. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. The waiver request must detail the reasons for the waiver request and include a copy of the relevant audited financial statements.

f. Claims for reimbursement of documented Grant expenses shall comply with 2 CFR Part 200 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.

5. Indirect Cost Rates

a. Grantees may request reimbursement for indirect costs based on their Cost Allocation Plan. The Cost of Allocation Plan must be reviewed and approved by the Grantor. The Grantee is required to keep records of the expenses charged to the Indirect Cost Rate for monitoring and close-out.

Grantees with Indirect Cost Rates are required to use their indirect cost rate. Grantees with provisional rates must demonstrate the rate is not expired or that it is currently used by a Federal Agency in awarding Federal funds to the Grantee during the current Fiscal Year. Other Grantees may use the Federal *de minimis rate* of 15%. In either case (*De Minimis rate* or Federally Approved rate), Grantee shall maintain records (available during monitoring, or close-out or upon request) indicating which costs in the cost allocation plan and the dollar amount have been attributed to the Indirect Cost.)

Indirect cost rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with supporting documentation. DHCD will not make adjustments to indirect cost rates after June 1st.

The Grantor does not issue or award Indirect Cost Rates.

Grantees who wish to obtain a Federally authorized Indirect Cost Rate are encouraged to contact the "Cognizant Agency" which is the US Department of Health and Human Services.

b. For all personnel costs funded under this Agreement, Grantee must maintain documentation for use of indirect cost funding and provide the same when requested for verification of expenditures in keeping with the approved cost allocation plan, including, but not limited to cancelled checks, employee signed and supervisory approved employee time sheets, invoices and bank records.

c. Expenses charged to an indirect cost rate must be accompanied by and cross-referenced to and reconciled with an independent audited financial statement, which accounts for all (grant funded and non-grant funded) activities by the Grantee during the fiscal year in which the indirect cost rate is based.

6. Organizational Audit

Grantee must submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year.

Note to All Grantees: All Grantees must ensure their financial records are available for review or audit by appropriate officials of the Federal Government and the District Government.

7. Auditor's Management Letter.

Grantee shall submit an auditor's Management Letter to the Grantor at the time it submits the annual audit.

8. Procurement Policy. Accounting Policies and Procedures. and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution, the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of the Grant. These policies and procedures shall be in accordance with the requirements of 2 CFR Part 200. The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

If the Grantee has previously submitted these documents, and the documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a certified statement (the "Re-certification Letter") to the Grant Administrator indicating when the most current document was submitted to the District and certifying that no changes to these policies and procedures have since been made.

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D. Summary of Report Deliverables and Receipt Due Dates:

	Report	Receipt Due Date
1	Monthly Performance Report	No later than the 10th day of each month
2	Quarterly Beneficiary Data	No later than January 10th, April 10th, July 10th and October 10th – a separate report for each use: PS-NPS-NRSA
3	Language Access Report (Optional)	No later than January 10th, April 10th, July 10th and October 10th
4	Fringe Benefits Report	Within 15 days of Grant execution
5	New Hires/New Employees Information (Job Description & Resume) HUD certificate if certified counselor	10 Days prior to the Offer Letter of Employment being sent to the candidate
6	Notice of Vacant Position	Within 10 days following the vacancy
7	Non-expendable Equipment Report	Within 15 days of Grant execution and quarterly thereafter
8	Procurement Policies and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
9	Accounting Manual and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
10	Cost Allocation Plan (based on and tied to the most recent audit)	Within 30 days of Grant execution
12	Independent Financial Audit	Within 90 Days of the Close of the Grantee's Fiscal Year

	Report	Receipt Due Date
13	Single Audit Report (if applicable)	Within 30 Days of submission to the Federal Audit Clearinghouse
14	Auditor's Management Letter	Submitted with the submission of the Audit
15	Requests to revise Budgets and/or Workplans	Prior to the 1st day of June
16	Grantee's Close-Out Report (Section XV.) Inventory Report & Annual Report	Within 90 Days of the end of the Term of the Grant.
17	HUD 9902	Within 30 Days of Submission to HUD
18	HUD Monitoring Report	Within 30 Days of Receipt from HUD monitor or the HUD intermediary monitor.

Section X. Accounting/Audit Requirements

A. Accounting System

1. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in Exhibit B.

2. Accounting records should be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.

3. Any funds provided to the Grantee or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest-bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

Grantee shall submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year, contingent on the following:

1. Grantees receiving an aggregate of $1,000,000 or more from all funders in Federal funds must in accordance with Federal regulations obtain an independent audit (Single Audit Act of 1984 , Single Audit Amendments Act of 1996, and 2 CFR Part 200). A standard audit may be supplied pending the completion and submission of the Single Audit.

2. Grantees:
   (a) Required to be audited by any State or political subdivision(s) thereof (whether by statute or regulation) or
   (b) Who conduct an audit to submit to any government or private funder, or foundation or corporate funder or
   (c) Whose governing body or senior management obtains an audit,

   shall be required to submit that audit to the Grantor upon receipt of the same.

If the Grantee is not audited in accordance with (1) and (2) above, the following shall apply:

3. A Grantee whose corporate entity receives or expends less than $999,999 as reported to the Internal Revenue Service in the 990 Tax Return without amendments, deletions or summarized details must file with the Grantor a financial report prepared by an independent Certified Public Accountant and certified by the same that contains:
   - income statement or Statement of Activities,
   - balance sheet or Statement of Financial Position,
   - statement of Functional Expenses by program or cost centers such statement to break out separately the Grantor's funding by Grantor's program(s) separately from all programs or cost centers used.
   - statement of cash flows, and
   - independent review and certification of the financial statements including a review of the management's financial internal controls.

   In addition, the nonprofit organization must file a biennial audit that covers both years within a biennial period. See 2 CFR Part 200, Subpart F.

4. The Grantee shall fully clear any deficiencies noted in the audit reports within sixty (60) days after receipt by the Grantee.

5. . Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default of this Grant and may result in the withholding of future payments and/or debarment from participation in future Grants.

Section XI. Grant Administration

The Grant Administrator is:

William Winston
Associate Director for Community Services
DC Department of Housing and Community Development
1909 Martin Luther King Avenue SE, Room 304
Washington, D.C. 20020.

The telephone number is (771) 208-9628. All concerns regarding the technical implementation and interpretation of this Grant are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line-item changes and terms) where there is no dollar increase.

Section XII. Repayment of Grant Funds/Grant Performance Monitoring Default and Remedies

A. HUD Monitoring

The Grantee is subject to monitoring by HUD and agrees to provide all required information, data, records, files including client files, case notes, correspondence and emails, reports, beneficiary data, performance data, financial records, supporting documentation, to satisfy HUD monitoring. Notwithstanding the date of a finding by HUD, should HUD make a finding, the Grantee shall be responsible to cure the defect, and should HUD require repayment of Grant funds for any reason to the Federal Government, the Grantee shall be responsible for repayment in the amount specified by HUD. Repayment shall be made to the District of Columbia and by the District to the Federal authority in satisfaction of the HUD requirement. HUD monitoring is not confined to the performance period but extends through the record retention period provided in Section XV.

B. Grant Performance Evaluation

1. DHCD will monitor the performance of the Grantee to ensure that the goals and performance standards stated in the Statement of Work and Work Plan and RFA are being achieved according to schedule and within budget.

2. All records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. Grantee shall make timely submission of all information and/or records requested by DHCD or HUD to assess performance under the Agreement.

C. Suspension or Termination of Grant Assistance

1. In accordance 2 CFR 200.340 and 200.341 and 200.343, suspension or termination of CDBG Grant assistance may occur according to the Default provision in subsection D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner.

2. If Grantee fails to correct the substandard performance within thirty (30) days after receiving written notice from DHCD, suspension or termination of this Agreement will be initiated.

3. In accordance with 2 CFR 200.340(a), suspension or termination of Grant assistance may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

Subject to any applicable notice requirement and right to cure, the occurrence of any of the following shall constitute an event of default:

1. Failure to comply with any of the CDBG Program rules, regulations or provisions referred to in this Agreement, or such other Federal or District statutes, regulations, executive orders, District of Columbia mayoral orders, HUD rulings, policies or directives applicable to this Grant:

2. Failure to comply with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement.
3. Substandard performance by the Grantee or any of its agents under this Agreement, as determined in the sole and reasonable discretion of DHCD; or
4. Improper use of funds provided under this Agreement.

A determination of default shall be made in the sole and reasonable discretion of DHCD.

E. Remedies for Default

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of a written notice to the Grantee, Grantor may take one or more of the following actions, as determined in its sole discretion:

1. Terminate and suspend further disbursement of any remaining Grant assistance.
2. Disallow all or part of the cost of the activity or action that is not in compliance with this Agreement.
3. Wholly or partially suspend or terminate the current Grant award; or
4. Take other legal remedies that may be available.

F. Termination for Convenience

The Grant may be suspended or terminated on the basis of convenience as provided in 2 CFR 200.340(a).

G. Reversion to DHCD of Grant Assistance

1. Upon default by the Grantee under the terms of subsection D above, which has not been cured, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request the following:

i. Any Grant funds in its possession (whether or not committed),
ii. Any accounts receivable attributable to the use of Grant funds; and
iii. The portion of any income directly generated by (or the prorated proportion of) Grant funds for the activities described in this Agreement.

2. Upon final completion of the projects and activities for which CDBG funds have been provided by DHCD, expiration of the term of this Agreement, cancellation, or determination of this Agreement, the Grantee shall transfer any unspent, excess or surplus CDBG Grant funds, to include accounts receivable attributable to the use of the CDBG funds.

H. Grantor Non-Waiver

DHCD's delay or failure to act with respect to a breach by the Grantee does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section XIII. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, and 2 CFR Part 200, as deemed applicable by the Grantor. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Fund Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Organizational Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter arising from this Grant Agreement.

D. Cancellation Ceiling

In the event of cancellation of the Grant because of non-appropriation of funds for a specific fiscal year, there shall be a cancellation ceiling of zero dollars.

E. Anti-Deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, Grantor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code§ 47.105. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-Deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section XI. of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements.
2. Performing technical evaluations as required.
3. Interpreting the Statement of Work and other language in the Grant.
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with the District and other laws and regulations applicable to the Grant.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

Marian Siegel
Executive Director
Housing Counseling Services, Inc.
2410 17th Street, NW
Washington DC 20009
(202) 667-7006
mariansiegel@housingetc.org www.housingetc.org

H. Misuse of Grant Funds

Any alleged fraud, waste, abuse or mismanagement of Grant funds shall be immediately reported to the Grantor and the District of Columbia Office of the Inspector General ("OIG"). The OIG may be reached at (202) 724-TIPS (8477) and (800) 521-1639 or at oig.dc.gov

I. Nonassignability

Grantee will not sell, assign, pledge or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

Section XIV. Insurance

A. The Grantee shall obtain at least the minimum insurance coverage set forth in this Section XIV. and Exhibit H prior to the Effective Date and keep such insurance in force, as may be applicable, throughout the Grant period of performance.

B. Fidelity Bond: The Grantee must procure Fidelity Bond coverage in an amount equivalent to the total Grant budget. Pursuant to 2 CFR Part 200, Fidelity Bond coverage is required to protect the District's interest in the dollar amount of the Grant. Should Grantee be unable to procure a Fidelity Bond, Grantee shall submit proof that it has obtained general liability insurance that covers internal employee criminal activity or directors' and officers' liability insurance.

Section XV. Records Retention/Access

A. Records Retention

The Grantee shall retain all records demonstrating compliance with CDBG requirements and that are pertinent to this Grant for no less than five (5) years from Close-out of this Grant Agreement, including any extension thereof made in accordance with Section XVI. [Option to Extend] and including but not limited to Close-Out in IDIS of any HUD requirements. See Exhibit 5.1 in this link: https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-5.pdf

B. Extension of Retention Period

Notwithstanding the foregoing retention requirement in paragraph A above, if any litigation, claim, HUD monitoring or audit is initiated before the expiration of the retention period, records shall be retained for a period of not less than four (4) additional years following completion of the actions and resolution of all proceedings (e.g. litigation, claim, HUD monitoring or audit) involving the records.

C. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility, progress and achievement toward program goals and secure such records in a manner subject to applicable privacy laws. Such data may include, but is not limited to, client name, address, income level, case notes, correspondence and a description of service(s) provided. The Grantee shall use software which is HUD compliant to maintain client records. The Grantee shall transmit client records and files in a manner that is compliant with HUD's Personally Identifiable Information (PII) requirements.

D. Access to Records

All Grantee books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Grant funds shall be made available to the Department, HUD, its designee, representatives of the Inspector General of the District of Columbia or the Office of the DC Auditor at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.

E. National Objectives

The Grantee agrees to maintain documentation that demonstrates that the activities carried out with CDBG funds provided under this Grant meet the CDBG national objective of benefiting low- and moderate-income persons, as defined in 24 CFR part 570.208.

F. Copyright

If this Agreement results in any copyrightable material or inventions, DHCD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Section XVI. Federal and District Public Policy Requirements

Grantee shall fully comply with the following Federal and District policy requirements, as deemed applicable by Grantor:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federal-assisted and federal conducted programs and activities .

C. The requirements of Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

D. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.-) and implementing regulations at 24 CFR I part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

E. The requirements of Executive Order 11246, as amended by Executive Orders 11375. 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

F. The Conflict of Interest provisions of Federal and District laws strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of Federal funds to comply with 2 CFR 200.317 to 200.327 and

any sections of Title of 24 the Code of Federal Regulations concerning CDBG funding which are more restrictive than the Uniform Guidance Code for use of CDBG funds. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within (fifteen) 15 business days of execution of the Grant Agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict-of-Interest declarations to be executed by each employee and board member.

G. The Hatch Act. Chapter 15 of Title V. United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

H. The National Environmental Policy Act or other legislation implemented by 24 CFR part 58.

I. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement as Exhibit F.

J. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991H FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.

2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any grant,

or the entering into any extension. continuation. renewal, amendment of modification of any grant.

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and

c. He or she will include the language of the certification in all sub- grant awards at any tier and require that all recipients of sub-grant awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this Grant imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure, as the applicable grant shall so provide.

K. The Americans with Disabilities Act of 1990 (ADA) - Notwithstanding anything contained herein to the contrary, during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

L. The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are applicable pertaining to economic opportunities for low and very low-income persons. 24 CFR part 135.

M. First Source Program - Contractors and subcontractors of a government-assisted Project totaling $300,000 or more must comply with the District's goals for the recruitment, referral and placement of District residents. See D.C. Law 5-93, as amended, D.C. Official Code§ 2-219.01 et seq.

Section XVII. Close-Out Provisions

Activities and tasks during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor, and determining the custodianship of records (which shall remain the responsibility of the Grantee unless a determination is made otherwise). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over District appropriated funds and the record retention period, whichever is longest. Grantee shall submit the following items within the time frames indicated in this Section after completion of Grant activities or expiration or termination of this Agreement.

1. All activities are eligible, were completed and met a national objective.
2. All grant funds were expended in full, or all remaining funds are to be returned to Grantor.
3. All reporting requirements were completed and submitted (except for the final report that is submitted during the closeout process).
4. Any special conditions were met; and
5. All deficiencies or corrective actions affecting the Grant were resolved.

A. Grant Close-Out Report

The Grantee shall submit to the Grantor a Grantee's Close-Out Report ("Report") within ninety (90) days after expiration of the Grant term, termination of the Grant, or final payment for activities under this Agreement, whichever occurs later. This Report, at a minimum, shall include a narrative of the Grantee's completed tasks based on the activities, performance measures and goals set forth in the Statement of Work. The Report shall be completed using a form provided by the Grantor. The Grantee shall provide any information or data Grantor requests for Close-Out. In the Grantor's sole discretion, the reporting provided during the term of this Agreement may be accepted in lieu of the Grantee's Close-Out Report if those reports contain all information required in this section.

B. Documentation of Expenses

Within ninety (90) days after the expiration of the Grant, the Grantee shall provide to Grantor documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses.

C. Equipment Inventory

The Grantee shall submit to Grantor a list of all furniture, fixtures, equipment and vehicles purchased with Grant funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with 2 CFR Part 200.

D. Audit

The Grantee shall submit an audit or financial statement, as applicable, and as provided in Sections IX and X. of this Agreement.

E. Transfer of Records

Grantee shall, within ninety (90) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

F. Grantee's Obligations

The Grantee's obligations to DHCD remain in effect through the period of record retention as stated in Section XV.

Section XVIII. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion, and if legally permitted, extend the term of the Grant no more than two (2) times for one-year terms, or any fraction of one year, or multiple successive fractions thereof.

B. Grantor will endeavor to provide Grantee a preliminary written notice of its intent to extend at least thirty (30) days before the end of the Grant Term. The preliminary notice does not commit the District to an extension or authorize additional Grant funds to Grantee.

C. Any extension of this Grant is contingent upon the appropriation of funds for the applicable time period. However, the availability of funds shall not obligate the District to extend the Grant.

Section XIX. Total Agreement

The Grant Agreement, including specifically incorporated documents (to include the approved Statement of Work, the Work Plan, the approved Budget and the Grant attachments) constitute

the total and entire agreement between the Parties. Grantee understands and agrees to comply with the incorporated references contained in this Agreement and all applicable District and Federal laws and regulations.

Section XX. Applicable Law.

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia, unless otherwise controlled by federal law. In any proceeding relating to this Grant Agreement, each of Grantor and Grantee, hereby irrevocably submits to the jurisdiction of the Courts of the District of Columbia for the purposes of any suit, action or proceeding arising out of or relating to this Grant or transactions contemplated hereby.

Section XXI. Severability.

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XXII. Amendment.

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Grant activities, or the amounts specified in the Budget without the prior written approval of Grantor. The Grantee may request in writing approval of any proposed change to the Statement of Work or Workplan or the amounts specified in the eligible cost categories of the Budget and shall provide adequate supporting information and a revised budget along with its request. All such requests must be signed and dated.

Section XXIII. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or fully, by the Department.

1. The written or printed materials must include the authorized DHCD logo.

2. Written or printed materials include, but are not limited to, newspaper, radio and television announcements or advertisements, websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.
4. Grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to Grantee.
5. Grantee must provide copies of all marketing materials, brochures, flyers and other materials that publicize grant-funded activities to Grantor via email at dhcd.occo@dc.gov

Grantee shall publicize, as appropriate, to its constituency through social media, print, and online postings, DHCD communications and events that are related to Grant supported activities.

Section XXIV. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code§ 2-531 *et seq.* provides for the disclosure of public information. Specifically, the law provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Official Code § 2-1701 (13).

This serves as your Notification that information /documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code§ 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXV. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, homeless status, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Sexual harassment is a form of sexual discrimination which is prohibited by the Act and Mayor's Order 2023-131 (Updated District Government Sexual Harassment Policy, Guidance, and Procedures), which is attached hereto as Exhibit I.

The prohibition against workplace sexual harassment extends to third parties doing business with or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies. By executing this Agreement, Grantee affirms that it will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1 I 00 et seq. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated.

Section XXVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addresses:

NOTICE TO GRANTEE:

Housing Counseling Services, Inc.
2410 17th Street, Suite 100
Washington DC 20009
Attn: Marian Siegel (Executive)

NOTICE TO GRANTOR:

D.C. Department of Housing and Community Development
Community Services
1909 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
Attn: Director

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTOR SIGNATOR PAGE]

DISTRICT OF COLUMBIA, a municipal Corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Colleen Green
Director

Legal Review:

Julia Wiley
Office of the General Counsel
Department of Housing and Community Development

3/13/25
Date

[Signatures continue on the next page]

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTEE SIGNATURE PAGE]

HOUSING COUNSELING SERVICES INC.
a District of Columbia non-profit corporation

Marian Siegel
Executive Director

3/17/2025
Date

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit A Services to be Provided

- Statement of Work
- Section 3.2 Services (from the FY25 RFA)
- Workplan as approved by the Grantor

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education and training services to support DHCD's housing programs and initiatives, and to promote compliance with District housing regulations. All of the services are intended to empower potential homeowners, actual homeowners, and tenants for the purpose of preserving of affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership; (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached workplan and performance measures. Marketing and outreach for the services provided is a activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of these service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling; (b)the Grantee's additional knowledge of the individual and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and it shall be maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow up and conduct a final assessment of the impact of the services provided. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for HPAP/EAHP/NEAHP
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program

A6: Income Certification for PADD Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B13: Technical Assistance for Coop and Condo Associations

CATEGORY C: TENANTS AND TENANT GROUPS
C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

SECTION 3: PROGRAMMATIC REQUIREMENTS

3.1 Eligibility for Federal Funding

The services in this RFA will be conducted through grant agreements using Federal funds (Community Development Block Grant (CDBG) and, as available, some District Funds. The Department will provide a full informational briefing to the awarded grantee(s) about the grant funding source's ongoing administrative and programmatic requirements. Whether grants awarded under this RFA are funded locally or with federal funds, all grants will be managed to the higher standards and requirements whether Federal or District.

Federal regulations have established national objectives requiring all CDBG-funded activities beneficiaries to be at least 51% low- and moderate-income persons or households. The national objective is achieved through "limited clientele benefit"—that is, by verifying the incomes of each beneficiary of the services provided. The applicant must demonstrate that it has the capacity and the intention to verify the household incomes of beneficiaries to meet the national objective of providing benefits to 51% of low- and moderate-income persons.

Client income certification is also an important element of ongoing program activity for many DHCD housing programs. (See Section 3) Applicants should review in detail the federal income requirements for programs, activities, and grantee (sub-recipient) eligibility under the Community Development Block Grant program regulations at 24 CFR 570. 200-210,

- https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-570/subpart-C?toc=1

and HUD Housing Counseling Program Regulations: 24 CFR Part 214,

ps://www.ecfr.gov/current/title-24/subtitle-B/chapter-II/subchapter-B/part-214?toc=1

3.2 Housing Services: Description of Housing Programs and Services

Please Note: Specifications and programmatic requirements may change from time to time during the award period at the discretion of the Department.

The following describes seventeen services in the Housing Counseling Program. These constitute the services for which the Department is seeking Applicants to provide services to DC residents. Applicants should select at least one service for which they are applying; however, the Applicant may select more than one. The Department is not obligated by the Applicant's selection to make an award. Applicants are responsible to demonstrate their capacity in their application to provide the services for which they have applied. Capacity includes staffing patterns including qualifications and experience, other funding resources, case management systems and programmatic activities. Historical data can also be considered in demonstration of organizational capacity. Applicants should be aware of Legal Citations noted throughout this section as well as the references to the Code of Federal Regulations (CFR).

Category A: HOMEOWNERSHIP

A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program
A6: Income Certification for the Property Acquisition and Disposition Division (PADD) Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY

B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B12: Legal Services for Seniors and/or Coop & Condo Associations
B13: Technical Assistance for Coop and Condo Associations
B14: Technical Assistance for Owners of Small Rental Properties

CATEGORY C: TENANTS AND TENANT GROUPS

C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

Each particular service has specific requirements described in the following pages. Applicants are expected to utilize this guidance in the performance of these services.

CATEGORY A: HOMEOWNERSHIP

Legal Citations Governing Program Area in Category A

Applicants to provide services in Category 1 should review in detail the following legal citations governing the District's homeownership programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for homeownership pursuant to the relevant citations.

- Home Purchase Assistance Program: DC Code 42-2601 and 14 DCMR, Chapter 25
- Employer-Assisted Housing Program: DC Code 42-2501 and 14 DCMR, Chapter 36
- Inclusionary Zoning: Legislation Pending, Bill 17 586, 17-618, 17-619

A1: HUD Housing Counseling
This activity is open to applicant organizations which are HUD approved employing one or more HUD certified counselor(s). Such counseling is often (but not exclusively) in the pursuit of homeownership or credit repair and improvement or to improve their housing condition.

Grantees of this service should be familiar with 24 CFR 5.100 and with 24 CFR 214.

Housing counseling is independent expert advice provided by a HUD certified housing counselor (24 CFR Part 214) customized to the needs of the client. It is aimed at addressing housing barriers and providing support to the client to achieve their housing goals. This counseling service must include: (1) intake (2) financial and housing affordability analysis (3) an action plan[2] and (4) follow-up counseling to implement the action plan and achieve its stated goals *(24 CFR 5.100).*

The action plan should identify the steps needed for the client to achieve his/her housing goals. These actionable steps include, but are not limited to, review of the client's credit report with explanations of its meaning and items that impact (or may improve) the credit score, creation of a budget and methodologies to track one's income and spending, debt reduction planning, and savings planning. Follow-up should track the client's progress toward the goals of the action plan. Other programs and services including group educational opportunities may complement the one-on-one counseling with a certified counselor. Counselors, therefore, may appropriately make referrals to programs and services as well as to group educational activities that support and implement the goals of the action plan.

Counseling organizations are required to maintain case files including items 1-4 above as stated in 24 CFR 5.100. It is critical that files with records and case notes be kept in such a way that if a client's counselor is no longer available, either temporarily or permanently, another certified counselor in the organization can understand based on the file the client's circumstances, action plan, progress and where the client is in achieving his/her housing goals.

Organizations providing this service should have working experience with credit counseling and repair, with consumer credit bureaus and consumer credit laws. Ideally, they should be familiar with creditor tactics, liens, judgments, repossessions, and other obstacles to credit improvement.

It is critical for the counseling organization to make efforts to keep the client engaged in the counseling process and such attempts and outreach should be documented in the case file.

In accordance with HUD requirements, counseling organizations may close files if a client does not respond to outreach efforts over 60 days. The last outreach attempt should document that the file will be closed as of a specific date if nothing further is heard from the client. If the client should return to client after the 60 days, a new file should be opened.

[2] Except for reverse mortgage counseling.

Post-purchase follow-up

a) Grantees must continue their counseling relationship with customers once they become homeowners. This follow-up should continue for a period of time after purchase to ensure the homeowner's housing stability.
b) Grantees may make use of post-purchase programs using either their own programming or making referrals to other Grantees who provide such programming (*e.g.* B1 General Home Management and B2 Foreclosure Counseling).
c) If problems arise, it will be the grantee's responsibility to address them quickly as time is of the essence, and to address them as efficiently as possible. Where the District's investment is involved, counseling should include ways to protect the DC investment.
d) When working with clients who have an HPAP deferment period ending, Grantees must provide dedicated counseling services to those borrowers. In particular, grantees will be asked to make an updated assessment of each borrower's financial status regarding the appropriateness of continued deferment.
e) Potential delinquency, or foreclosure prevention, counseling will be provided to any borrower who is experiencing difficulty.
f) If problems continue with these loan clients, this counseling will become a home preservation activity.

A2 8-Hour Homebuyer Education Class (HBE)

This activity is open to applicant organizations which are HUD approved counseling organizations employing one or more Hud certified counselors.

The Department seeks HUD Approved organizations to provide the 8-Hour Homebuyer Class. This is in support of the Department's many programs for which the 8-Hour Homebuyer Class is a requirement, and also for other DC residents who seek to take this class in preparation for homeownership and for their knowledge.

Organizations should take as a serious obligation to conduct this class with knowledge staff (HUD certified counselors). The class is conducted in a traditional in-person setting or in a virtual online setting.

Those who successfully attend and complete the class should be provided with a DHCD certification (in the format approved by the Department) indicating their completion of the class and dated appropriately. Monthly attendance and award of certificates should be reported to the Department monthly. The class should be presented frequently enough to meet programmatic needs of DHCD programs. Class dates should be provided to the Department for inclusion on the DHCD calendar. Presentations should be given by staff, not outside speakers. Grantees are welcome to collaborate in the conduct of these classes.

A3: Intake for DC Homebuyer Programs (HPAP/EAHP/NEAHP)

The Home Purchase Assistance Program (HPAP) is the primary DHCD program for first-time homebuyers. HPAP provides interest-free loans that include closing cost assistance to eligible applicants. Under this program, homebuyers may have the opportunity to purchase houses,

condominiums, or cooperative units in the District. DHCD has additional homeownership programs which are associated with HPAP, and which are targeted to specific populations or geographic areas or may meet specific home buyer needs.

The satellite programs are:

(1) The Employee Assisted Housing Program (EAHP) provides assistance to District of Columbia Government employees, who are first-time homebuyers in the District; and

(2) The Negotiated Employee Assistance Home Purchase Program (NEAHP) provides down payment and closing cost assistance to certain District of Columbia Government employees whose position is covered by specific union collective bargaining agreements.

Wherever the acronym "HPAP" is used, the same applies to the EAHP and NEAHP programs.

Prior to HPAP Application

Clients interested in HPAP assistance who have a pre-approval from a lender, should be assisted with making an application to the HPAP as expeditiously as possible. Those without a pre-approval letter from a lender are required to engage in HUD Housing Counseling (see A1 above) in order that they have the benefit of credit counseling and homeownership preparation. The action plan should include the actionable steps needed to ensure success as a homeowner and to achieve a pre-approval letter from a lender. Once a pre-approval letter has been obtained, the client with the Grantee's assistance should proceed to making their application to HPAP.

Application Process

For grantee organizations, this relationship management function includes working with first-time homebuyers throughout the homeownership application, preparation, purchase, and post-purchase process. Counseling will be focused on low- and moderate-income populations.

Once HUD credit counseling is completed the HPAP process includes:

(Optional) Applicant organizations may conduct pre-purchase seminars which include information and requirements of the HPAP programs. A DHCD Certification should be provided to attendees and recorded with DHCD.

Application Intake includes document collection of those documents needed. These should be collected in person or by means of a secure portal. Email is not considered a secure means for transmission of information which could be used for identity theft or other criminal activity. Drop-off at a staff office to an employee is acceptable.

Once the application package is complete, the organization submits to the appropriate HPAP administrator.

Homebuyer Education (8-hour class) (A DHCD Certification should be provided to 8-hour Homebuyer Education attendees and recorded with DHCD.)

Post-Purchase follow-up (Records of those follow-ups should be maintained by the organization. See Post-purchase in Service A1)

Organizations will be responsible for: (1) the application process, which includes delivery of completed applications to the HPAP Administrators; (2) completion of the application form itself and collection of all required supporting documentation, and (3) maintaining performance and reporting data, and databases as needed by the Department.

A4: Inclusionary Zoning Orientations

Introduction to IZ/ADU Programs:

The District's Inclusionary Zoning (IZ) Program requires a certain percentage of units in a new residential development, or a substantial rehabilitation that expands an existing building, be set aside as affordable units. The goals of this program are to increase the supply of affordable housing for low- and moderate-income households, to support the creation of mixed-income communities, to prevent rising home prices from driving out low- and moderate-income residents, and to leverage the expertise and capacity of the private market to develop affordable housing.

Affordable Dwelling Units (ADUs) are defined as for-sale and for-rent homes that are locally restricted for occupancy by households whose income falls within a certain range and are generally offered at a below-market rate. ADUs are generally produced in exchange for zoning relief, tax incentives, public financing, and/or the right to purchase or lease District-owned land. Specific ADU provisions, such as the affordability period, income limits, and resale restrictions, are set out in deeds, covenants, land disposition agreements, ADU administration plans and other originating documents.

ADU provisions have historically varied from project to project, as each is a result of a unique negotiation or project approval. However, ADU restrictions are becoming more standardized and more similar to standard IZ requirements.

Organization roles and responsibilities:
Provide mandatory IZ Orientation. The department's PowerPoint presentation must be utilized. Presentation and answers to participants' questions must conform to agency guidelines.

DHCD seeks organizations which will provide programmatic rental and homeownership counseling services in support of both of the above programs. Information about these

programs is available through DC Housing Search https://www.dchousingsearch.org , counselors will be required to utilize DC Housing Search, and train potential customers in how to search for affordable housing through DC Housing Search.

Grantees will be required to become familiar with the program requirements and procedures, as required by DHCD. In the last few fiscal years, the IZ program has produced approximately 400 new affordable units each year.

Orientation:
In particular, organizations are required to conduct IZ Orientations to help residents to be familiar with all programmatic requirements for the IZ program.

Organizations must conduct and coordinate this mandatory orientation session in a traditional and virtual classroom settings. They must provide interested applicants/residents with the relevant terms of the program, including next steps and other information as required by DHCD.
DHCD currently provides standard slides and certificate templates to use for this orientation and will provide training to grantees.

Completion of this orientation class is mandatory before an individual may register for the IZ program and individuals must renew registration every two (2) years to remain on the IZ registration list.

The class must be conducted at least monthly beginning within 30 days after the grantee's application is approved. Coordination of this class will include publishing upcoming class dates, accepting reservations via phone, email, or other method, allowing walk-ins if space is available, providing attendees with a certificate of completion (in a format approved by DHCD) upon completion of the class and providing at least monthly attendee data to DHCD. It will also include ensuring that attendees receive all required training materials, and shall be presented by grantee staff, not outside speakers.

Grantees must train program participants in the terms and specifics of the IZ and ADU Programs (training guidance will be provided by DHCD) and provide additional pre and post homebuyer education training.

Grantees must also provide data to DHCD on a regular basis as determined and requested by DHCD, including but not limited to the names and contact details for individuals who have received a DHCD certificate and the number of attendees at IZ orientations.

A5: Income Certifications for the IZ/ADU Units Programs

The agency seeks two organizations to provide income certifications for participants in the Inclusionary Zoning and Affordable Dwelling Units programs. Income certifications are expected to be conducted under a uniform process prescribed by DHCD and following HUD Part 5. DHCD has established requirements for approving Certifying Entities, including

specific IZ and ADU training.

Grantees are expected to become Certifying Entities pursuant to DHCD requirements. Grantee organizations will be required to ensure that program participants understand that income and occupancy restrictions apply to their IZ units and ADUs. Grantees will also be expected to complete income certifications for newly selected households and for renewing tenants. Grantees will be working closely with individuals, property management/leasing staff, sales agents and DHCD. DHCD will provide the necessary forms and procedures, but Grantees will collect the necessary paperwork from individuals and complete the income and household size verification process. Upon successful certifications, Grantees will notify DHCD and the sales/leasing staff.

Such restrictions may include but would not be limited to: (1) the specific affordability period, (2) conditions for, or prohibitions against, subleasing, and (3) resale restrictions. Ongoing outreach and assistance to occupants of IZ units and ADU is required in the areas of programmatic requirements and homeownership counseling.

A6: Income Certification for PADD Applicants

The Property Acquisition and Disposition Division (PADD) encourages vacant and/or abandoned property owners to rehabilitate and/or occupy their properties. PADD acquires vacant, abandoned, and deteriorated properties through negotiated friendly sale, eminent domain, donation, or tax sale foreclosure, when owners are unwilling or unable to maintain their properties. PADD also disposes of properties in inventory by selling them to individuals or developers to be rehabilitated into high-quality affordable and market-rate single-family and/ or multi-family for-sale or rental housing in District neighborhoods.

For DHCD, the activities of this Division create affordable homeownership and rental opportunities for low- and moderate-income households. Grantees must counsel these households as they qualify for and occupy these new homeownership and rental units. DHCD seeks one or more organizations which will provide counseling or training services for affordable units made available through PADD.

Because PADD units are not produced through a traditional homebuyer program, an intensive marketing and outreach effort to our target population will be required of grantees. Counseling services will also involve conducting income certifications and re-certifications for purposes of admission and continuing participation in this program. Income certifications are expected to be conducted under a uniform process prescribed by the Department. For PADD, grantees must ensure that program participants understand that income, or occupancy, restrictions apply to their unit. Such restrictions may include but would not be limited to: (1) the specific affordability period; (2) conditions for, or prohibitions against, subleasing; (3) potential rent increases; and (4) resale restrictions. The specific unit covenant

terms will be communicated to stakeholders by the Department, but grantees must facilitate communication with stakeholders.

A7: Public Services: General Coaching and Information

Public Services may be undertaken by Applicants which have not yet obtained HUD Approval and may not employ a HUD certified housing counselors. (HUD Approved organizations who are applying for A1 or A2 do not need to apply for this service, since they are able to provide these Public Service activities in connection with their other lines of services.

These activities are frequent but not exclusively in a group setting. These may be virtual or in-person, as long as an in-person option is provided. Grantees may utilize Homebuyer Clubs as an effective tool for keeping clients engaged in homebuyer preparation when a long-term period is needed for better positioning to be a first-time buyer.

They may include group trainings on understanding credit and credit reports and involve savings programs.

Public service staff are required to train clients to utilize available tools, such as DC Housing Search https://www.dchousingsearch.org to locate affordable housing for sale and for rent.

CATEGORY B: COUNSELING AND TRAINING FOR HOME PRESERVATION

B8: General Home Management (Post-Purchase Non-Delinquent)

Post-purchase counseling is essential for Homeowners who have purchased their homes, are not delinquent in their mortgage payments and would like to remain successful by creating a realistic financial plan to avoid financial pitfalls and protect and retain their homeownership. Post-purchase counseling is essential to understand local post-purchase behavior, especially low-moderate income homeowners, that can be supported by education and supportive programs to ensure recent homeowners understand what to do in the event of hardships. Organizations that provide post-purchase counseling sessions and education workshops will ensure their topics consist of the following:

1. Prepare a maintenance plan for major household systems and repair strategies.
2. Emergency preparedness plan to assist client in case of disaster.
3. Understand consequences of not paying taxes, HOA payments or community assessments.
4. Explain the benefits of establishing an emergency fund and retirement or tax-incentivized accounts.
5. Provide knowledge of home improvement financing options like HELOCs and give counsel on how to apply for additional financing to renovate property.

6. Access the client's understanding of the process of refinancing the home and incurring more debt.

This counseling activity may include, but not be limited to, appliance warranty disputes, contractor disputes, disputes with mortgagors, will and estate issues, including transfer-on-death deeds, etc. In this service, grantees must serve as advisor-educators and are prohibited from giving legal advice. Grantee activities should focus on low—and moderate-income populations.

B9: Foreclosure Counseling

Homeowners who are delinquent in loan payments (as well as those in danger of delinquency) need to know what options are available to them. Similarly, those in foreclosure need to know their options and resources that may assist them, especially if available legal services are available.

Organizations are required to provide foreclosure prevention counseling that helps homeowners at risk understand the foreclosure process in Washington, DC, determine their legal rights and identify options to avoid foreclosure.
Organizations will assist struggling homeowners with loss mitigation, communicate with mortgage servicers and provide services such as the following:

1. Provide advice and coaching to assist clients with creating a budget based on financial goals. Assess the current financial situation and develop short and long-term strategies to reduce expenses and debt to achieve client goals.
2. Explain loss mitigation. Explain the requirements of a loss mitigation package and evaluate the client's loss mitigation options for FHA and non-FHA loans.
3. Provide examples of mortgage default scams and ways to avoid being a victim.
4. Explain the consequences and costs associated with a foreclosure, short sale, or deed-in-lieu.
5. Explain the foreclosure timeline and devise a plan if the client is unable to stay in the home and assist the client in mortgage default recovery. Demonstrate the impact of a mortgage default.
6. Work with displaced residents seeking referrals for housing.

Grantees work with homeowners who are delinquent in their mortgage payments, or who are in foreclosure, or in post-foreclosure. These counseling services are also offered to owners of multi-family properties, and ownership associations. This counseling serves as a central element of DHCD's overall foreclosure prevention strategy.

It is critical to address the District's foreclosure crisis. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Grantees also work with the Department of Insurance Securities and Banking (DISB) to protect clients against scam operations that prey upon residents who are subject to foreclosure. Grantee organizations extract data for outreach and targeting efforts from the Office of the Recorder of Deeds, which provides a listing of all official foreclosures in the

District on a weekly basis. DHCD seeks one or more organizations that will provide foreclosure counseling services which include, but may not be limited to, all of the above-described foreclosure prevention activities.

For grantees, this counseling function means working with troubled homeowners, utilizing all foreclosure prevention or mitigation tools available, and if necessary, working with customers throughout their foreclosure or post-foreclosure process. Grantees must provide full assistance and advice to troubled homeowners. Grantees will be responsible for: (1) assessing the homeowner's circumstances, (2) educating the homeowner about the full implications of mortgage delinquency and foreclosure (3) exploring and providing options of action for the homeowner (4) providing tools or alternative support that may further assist the homeowner (5) developing and executing a best action plan for either saving the home or undertaking the best course for the homeowner, and (6) tracking the results of their counseling efforts. In addition, grantees will provide ongoing performance and reporting data and databases maintained.

Post-Foreclosure Counseling: It is critical that grantees continue their counseling relationship with customers, even if the home cannot be saved. Grantees must follow up with troubled homeowners for a period of time after any action plan has been executed. If the home has not been saved, counseling should be made available, and if necessary, referral to other needed services. If the home has been saved, counseling follow-up is also necessary to ensure that the ongoing action plan is being properly implemented. If more problems arise, it will be the grantee's responsibility to address them as quickly and as efficiently as possible.

With the passage of the Saving DC Homes from Foreclosure Emergency Amendment Act of 2010, troubled or delinquent District homeowners have the right to engage in mediation prior to foreclosure. As a result, DHCD requires grantees to provide counseling related to this mediation process.

Grantees must be familiar with the Law, its regulations, and the mediation process which has been implemented by the Mediation Administrator at the DC Department of Insurance, Securities, and Banking. Grantees must educate troubled homeowners in the decision factors related to mediation election, and, if necessary, prepare them for mediation. In some cases, counselors may be asked to accompany, or represent, troubled homeowners in the mediation process. Grantees must ensure that all customers who elect mediation complete and submit proper documentation in a timely manner. Grantees must ensure that the best interests of troubled borrowers are protected throughout the mediation process. Finally, DHCD expects grantees to follow-up after the mediation process is complete to ensure that any final mediation agreement is properly implemented.

B10: Eviction Counseling

Applicants who have HUD certified counselors or NeighborWorks America foreclosure certified counselors may offer this service. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Training should also include knowledge of laws and legal procedures governing eviction.

Eviction has long created housing instability for renters, and especially among low- and moderate-income households. For those at the lower end of the economic scale, eviction has caused not only housing instability but also employment insecurity and homelessness. Studies have shown that lack of access to legal representation has resulted in markedly different and detrimental outcomes as compared to renters who have legal representation. After legal representation, the next most effective range of services includes alternative dispute resolution (or mediation), knowledge and guidance in court navigation, and effective management of legal and tenant-landlord documents. In addition to housing instability, eviction also has credit impact for the tenant.

It is critical to provide those in danger of eviction with counseling to make informed decisions. This includes access whenever possible access to legal services. Also, appropriate training includes information about tenants' rights and obligations, the credit impact of eviction, use of payment plan agreements, understanding of court processes and procedures, and access to alternatives to court procedures. When tenancy is lost, counseling for housing alternatives is needed and a path forward to credit repair.

B11: Single-Family Residential Rehabilitation Program

The Single-Family Residential Rehabilitation Program (SFRRP) administers grants to District homeowners for roof repairs and for modifications to eliminate barriers to accessibility for persons with mobility or other physical impairments. Projects approved for SFRRP require a covenant on the property to protect the District's funding of the project.
DHCD seeks one or more organizations which will provide application intake services to SFRRP applicants throughout the grant process.

> **Mandatory Counselor Intake Training:** Grantees for this line of service are required to attend training with the SFRRP team in September to be introduced to updated aspects of the SFRRP for FY25. It is critical that the grantee have a solid understanding of the updated program and the requirements for applications. Therefore, the September training is mandatory for SFRRP intake counselors.
>
> **Application Period:** Applications for SFRRP will only be taken between October 1, 2024, and December 31, 2024. To be considered applications during this period must be complete. Lack of required documentation or information will not "hold a place" in the program if not provided before the December 31, 2024. The Department at its sole discretion reserves the right to close the program prior to the deadline if funding is depleted or no longer available.

Information Session for Applicants: The Department will provide Grantees with a PowerPoint presentation outlining the program and its requirements. Intake counselors are required to use this presentation with all potential applicants either in a group sessions (such as an Orientation) or in a one-on-one session with the potential applicant.

Grantee's and Counselor's Responsibilities: (1) use the Department PowerPoint presentation to present the program to potential applicants, answering questions from residents interested in the program; (2) complete the application document and collection of **all required** supporting documentation *(incomplete applications will not be accepted)*; (3) post-application and post-grant support; and (4) providing performance and reporting data as required.

45 Day Period: It is critical that no application be uploaded in the SFRRP portal unless it is complete with all required documents and intake form completed. If an incomplete application is uploaded in the portal, the SFRRP staff will notify the counselor and the applicant that the application cannot be accepted. The notification state that what is complete and state the **applicant has 45 days** to provide the requested information including documents. After 45 days if the application remains incomplete, the application will be closed as incomplete for funding.

Application Portal: Counselors will need to provide their name and contact information (e.g. email) when uploading in case SFRRP program staff need to follow up.

Legal Citations Governing Program Area for Category B:

Applicants to provide any service in Category B should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

- Lead Safe Washington 24 CFR, Part 35, 24 CFR, Part 85.37, Section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992
- Single Family Rehabilitation 14 DCMR, Chapter 28 First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
- Saving DC Homes from Foreclosure Emergency Amendment Act of 2010 (DC Act 18-635; 57 DCR 12404)

B12: Legal Services for Homeowners and/or Coop & Condo Associations

The Department seeks organizations to provide legal services to provide one or both of the services noted below. Grantees will conduct outreach to low- and moderate-income populations in need of these services.

- Legal Services to Seniors
  Seniors who are homeowners can be assisted by the Applicant to have legal services to assist Seniors to avoid housing instability or the loss of ownership of their home. In addition to their own attorney staff, Applicants may seek *pro bono* services from other members of the Bar.

- Legal Services to Coop-Condo Associations
  Legal services may be provided to Cooperatives and/or Condominiums ("Associations") to ensure housing stability. If Associations have problems in areas of legal entity status, required legal or financial filings, compliance issues, risk management concerns, board and member training, best legal practices, and collection of association fees (to name of few), such issues may threaten the member's housing stability, and the owners' (or members') investment in their properties. Selected applicants will provide legal services to Associations in low- and moderate-income census blocks to mitigate these concerns, to preserve housing stability of owners and to ensure well-functioning Associations and Boards.

B13: Technical Assistance for Coop and Condo Associations

The Department seeks one or more organizations to provide technical assistance to Associations. The situation many Associations may face is a need for training in best practices of Association management. Training in best practices and frequently encountered problem situations may be offered by the grantee not only to the Association Board but also to the owners in the Association. Association boards and their member owners frequently face issues of association fees not being paid, lack of income to fund reserves, special projects that would require a special assessment, and decisions of taking court action or being the defendant in a court action. These are just a few of the legal issues which may arise for the Association, in addition to the more routine matters of by-laws and required legal documents for the operation of the Association.

B14: Technical Assistance for Landlords of Small Rental Properties

Landlords of small rental properties face enormous challenges. They frequently lack the staff and the resources of large multi-family properties to deal with the many details of operations and asset management. Small unit properties cannot readily absorb mistakes or challenges.

In a ten-unit property, one vacancy is a 10% vacancy rate, while one unit in a 100-unit property is 1% vacancy rate. Yet, small unit properties are often the affordable renter properties. To preserve this housing stock as an affordable option, DHCD seeks grantees to provide Technical Support to Owners of Small Unit Properties (of 30 units or less).

Services can be provided through group training as well as through one-on-one counseling. Like many small business owners, owners can often benefit from a better understanding of accounting practices and financial statements (balance sheet, income statement, cash flow report). Knowledge of financing options is another common to many business owners. Topics such as these are particularly suitable to the needs of owners.

1. **Property Management Software**: Landlords often need help selecting and implementing property management software to track rent payments, maintenance requests, tenant information, and other critical operational data.

2. **Legal Compliance**: Guidance on navigating complex local, state, and federal housing laws and regulations related to fair housing, security deposits, evictions, and other landlord-tenant issues.

3. **Financial Management**: Guidance with accounting, tax preparation, and financial planning specific to rental property ownership and operations.

4. **Maintenance and Repairs**: Access to vetted contractors, tradespeople, and service providers to handle property maintenance, repairs, and upgrades in a timely and cost-effective manner.

5. **Tenant Screening and Selection**: Guidance and best practices with tenant screening processes, background checks, and selecting responsible renters to minimize vacancies and evictions.

6. **Marketing and Leasing**: Help with listing vacant units, advertising, showing properties, and executing leases to keep units occupied.

7. **Emergency Response**: Guidance on developing emergency plans and protocols to address unexpected events like natural disasters, property damage, or tenant issues.

8. **Asset Management Issues**: The ratios and metrics of asset management for multi-family properties provide a helpful guide to best practices. For example: Many landlords are unaware of the effect that certain metrics have in their properties. Slow "Make-Ready" times, refers to the length of time it takes to prepare an apartment to be shown to prospective tenants. Similarly, "turn time" refers to the times it takes to find a renter and receive the first month's rent. Slow turn times are also a drain on resources. When there are slow "make ready" and slow "turn times" the combined effect can be detrimental for the property's future. High turn-over rates among renters is another draw on the income. Other issues and topics include: What to do when you have a tenant who is not paying rent? What are the alternatives to eviction? How do the Court work? Are there pre-eviction resources? What legal services are available to the owner?

CATEGORY C: TENANTS AND TENANT GROUPS: SERVICES RELATIVE TO Tenants Opportunity to Purchase Act, Rental Conversion and Sale Division, and Rental Accommodations Division

The DC Tenants Opportunity to Purchase Act (TOPA) seeks to protect tenants and tenant groups from displacement due to sale of the property. The law allows tenants to purchase their apartment building. Tenants have the choice of maintaining the apartments for rent or converting to cooperatives or condominiums. DHCD seeks to preserve affordable housing in the District and limit displacement of low- and moderate-income households. For groups that choose coop or condo conversion, this provides a path to homeownership.

DHCD provides both financial assistance and technical assistance, as well as specialized organizational and development services, for tenant groups who are pursuing the purchase of their apartment buildings. Through DHCD's Development Finance Division, organized tenant associations may be provided with seed money, earnest money deposits, and acquisition and/or rehabilitation assistance. After acquisition and rehabilitation, DHCD also provides ongoing Board training and property management support to the newly formed cooperative or condominium Boards.

C15: TOPA: Pre-purchase Training

DHCD seeks one or more organizations which will provide pre-acquisition organizational and developmental counseling and training to tenant groups or tenant associations in support of their intent to purchase their building. These tenant groups must be preliminarily qualified as eligible for DHCD's Tenant Purchase Technical Assistance program. Grantees must provide the following services to tenant groups:

a) establishment of a tenant association.
b) selection and appropriate training of Board members.
c) training of captains (court, building and floor).
d) training in roles and functions of committee members; (5) training tenant groups in detail about the building purchase process.
e) training tenant associations in property management techniques.
f) provide training to the tenant association on each type of ownership; and conducting surveys of tenant associations to determine the appropriate form of ownership for their building (cooperative or condominium).

It is critical that Grantees in this service maintain an outreach to educate and inform low- and moderate-income tenants about their rights and opportunities provided by TOPA. Grantees are encouraged to make this a central aspects of their marketing plan, and to create

opportunities as well as avail themselves of opportunities to participate in educational outlets to reach tenants. Collaboration with other Grantees in this or similar service lines is encouraged. Grantees should participate in DHCD when and as those opportunities for outreach are available.

While training the tenant association, the grantee must be able to prepare and submit appropriate documentation required in the purchase process, including but not limited to tenant profiles and feasibility analyses, response to Notice of Sale of Building, preliminary development, acquisition, and rehabilitation plans, and operational plans.

The grantees must have skill and experience in negotiating the lease or purchase of the building. In addition, grantees must assist tenant groups in procurement related to the development, purchase, and rehabilitation process, including but not limited to attorneys, architects, engineers, financial and developmental consultants, private developers, appraisers, and property managers.

C16: TOPA: Post-Purchase Training

DHCD seeks one or more organizations which will provide ongoing post-acquisition counseling services which include property management and Board training for properties which have been purchased and/or rehabilitated with financial assistance from the DHCD Development Finance Division's First Right Purchase program. Generally, these are multi-family properties that have been purchased through limited equity cooperative agreements or condominium purchases. Therefore, non-profit Board training and development skill and/or experience, as well as multi-family property management skills are critical to providing effective counseling services. Services to be provided under this activity may include, but are not limited to:

a) establishing standards of evaluation for each participant's financial status and leadership capacity.
b) conducting annual management reviews of all Boards, oversee election and
c) training of new Board members.
d) assisting in the establishment of appropriate arrangements with required service providers such as exterminators, garbage collectors, landscapers, etc.
e) assisting in capital management planning and a stabilization plan for rehabilitation and/or refinancing.
f) tracking property vacancies and reviewing new applications for membership.
g) establishing and reviewing membership guidelines.
h) technical assistance in accounting, budgeting, and the preparation of financial statements for long-term financial viability.
i) providing Board of Directors with training as appropriate; and

j) other required management and support duties. Grantees will assist the condominium or cooperative in developing a budget for the overall management and carrying costs of the property.

Grantees will assist the Board and membership in all aspects of management, such as completion of the audit, Fair Housing issues, required individual, property, and Board insurance, taxes, the role of Board officers, evaluation of monthly financial performance, training on lender compliance, i.e. loan payments, income requirements. DHCD will likely negotiate assignment of specific properties to grantees for this service.

Legal Citations Governing Program Area in Category C:

Applicants to provide any service in Category C should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
Tenant Purchase Technical Assistance Program DC Code 42-3404.02
Rental Housing Conversion and Sale Act of 1980, as amended (DC Code 42-3401.01 et. seq.) (Also known as the Tenant Opportunity to Purchase Act or "TOPA")

C17: Services for Tenants and Tenant Organizations
(in partnership with Housing Regulation Administration, Rental Accommodation Division, Rental Conversion and Sale Division).

Activities under this service will supplement and enhance the services provided by DHCD's Housing Regulation Administration (HRA), which includes the Rental Accommodations Division (RAD) and the Rental Conversion and Sale Division (CASD).

RAD administers the Rental Housing Act of 1985 (D.C. Official Code § 42-3501.01 et seq.) which regulates residential rental housing registration and the rent stabilization program (commonly known as rent control). RAD oversees rent adjustment procedures, processes notices to vacate, reviews tenant petitions prior to adjudication by the Office of Administrative Hearings and adjudicates most types of landlord petitions. RAD also proposes rules and regulations for administration of the Rental Housing Act for review and publication by the Rental Housing Commission.

CASD administers the Rental Housing Conversion and Sale Act of 1980 (D.C. Official Code § 42- 3401.01 et seq.) which regulates the sale or transfer of ownership interests under the

Tenant Opportunity to Purchase Act of 1980 (TOPA) (D.C. Official Code § 42-3401.01 et seq.), the conversion of use of rental housing to condominium or cooperative ownership and residential condominium formation and registration under the Condominium Act of 1976 (D.C. Official Code § 42-1901.01 et seq.). Further, CASD administers a Housing Assistance Payment program (HAP), under which tenants may be eligible for rent assistance if they are displaced due to the conversion of use of their apartment building to condominium or cooperative ownership.

CASD also proposes rules and regulations for administration of the Rental Housing Conversion and Sale Act of 1980.

DHCD seeks one or more organizations which will support RAD and CASD operations by providing counseling and tenant education services to tenants and tenant groups. Grantees must provide counseling and training assistance to tenants and tenant organizations regarding the District's rental housing laws and tenant and landlord rights and responsibilities.

For CASD, grantee organizations must provide counseling and training concerning: (1) tenants' TOPA rights when a landlord intends to sell, demolish, or discontinue rental housing use; (2) transfers of rental housing ownership or economic interests; (3) assisting tenants or tenant organizations in exercising their right to purchase; (4) informing tenants or tenant organizations relating to partner-investors and assigning TOPA rights; (5) conversion of use from rental housing to condominium or cooperative ownership by tenant elections, or conversion in lieu of tenant elections; (6) the Housing Assistance Payment program and relocation assistance; (7) tenant organization formation, incorporation, and registration; (8) protections for elderly or disabled tenants; (9) coercive or retaliatory activities; (10) tenant rights when rental housing is in foreclosure; (11) notices of intent to convert use from rental housing to condominium or cooperative ownership; and (12) relocation counseling for displaced tenants.

For RAD, service providers must demonstrate the ability to counsel and train tenants and tenant organizations on rent control provisions including properties that are regulated by or exempted/excluded from rent stabilization under the Rental Housing Act:

1) petition- based and annual rent increases.
2) executing and filing tenant petitions.
3) responding to landlord petitions.
4) protections for elderly and disabled tenants.
5) RAD's conciliation services.
6) notices to vacate and eviction procedures.
7) disclosures to tenants.
8) changes and decreases in services and facilities.

9) learning about and securing enforcement of housing condition regulations.
10) security deposits.
11) understanding lease provisions.
12) rent increases if a property is not under rent control.
13) appealing decisions of the Rent Administrator or the Office of Administrative Hearings; and
14) relocation counseling for displaced tenants. Note: Advocacy on behalf of tenant groups, or tenant rights assignees– including, but not limited to, legal advice or advocacy on tenants or tenant organizations' behalf in negotiations with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators, and not as advocacy groups. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns, or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a grantee is to ensure that tenants understand all available options.

Direct Counseling to Tenants and Tenant Groups: tenant counseling services will be designed to educate tenants in privately-owned properties about their legal rights and opportunities. This service is to be provided to tenants and tenant groups which are not subject to foreclosure and have not selected to exercise their Opportunity to Purchase Rights and/or Right of First Refusal under TOPA. It also includes providing other services and tenant education, which may not fall into the categories of services outlined above, such as eviction counseling, relocation counseling, apartment search, or apartment management.

DHCD seeks one or more organizations with the capacity to bring a range of resources to prevent involuntary displacement and to provide opportunities for continued affordable rental housing. Grantees must provide counseling services to tenants and tenant groups which include, but are not limited to: (1) outreach to tenant groups upon notice of one-year potential for subsidy expiration; (2) technical assistance in negotiations between owners and HUD relative to the renewal of federal subsidy contracts; (3) counseling for tenants in buildings where the subsidy will be lost and the tenant(s) must move; (4) counseling for tenants who are behind in their rent on best-action options; and (5) appropriately referring tenants who are in landlord/tenant disputes to all available resources. Grantees must also conduct research using the many databases and research tools available to identify properties that have a critical need for counseling assistance, including but not limited to DCHousingsearch.org. Note: Advocacy on behalf of tenant groups or tenants' rights assignee –including, but not limited to, legal advice or advocacy on tenants or tenant organizations behalf in negotiations

with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators and not as tenant advocates. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a prospective grantee is to ensure that tenants understand all available options.

Additional Legal Citations Governing Programs in Category C.

Applicants to provide any service in this Category and should review in detail the legal citations governing DHCD's rental accommodation functions:
(1) the Rental Housing Act of 1985, D.C. Official Code § 42-3501 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapters 38-44.
(2) the Rental Housing Conversion and Sale Act of 1980, D.C. Official Code § 42-3401 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapter 47.
(3) the Condominium Act of 1976, D.C.

Official Code § 42-1901 et seq.; (4) D.C. Official Code § 42-1901 et seq.; (5) the First Right to Purchase Program, title 14 of the District of Columbia Municipal Regulation, chapter 2700; and (6) Housing Conditions, Title 14 of the District of Columbia Municipal Regulations, Chapters 1-15. Submission of an application relevant to these services presumes that the applicant intends to meet all requirements to provide counseling to tenants and tenant groups pursuant to these above referenced citations.

3.3 Geographic Distribution of Services

The Department's decision to select one or more grantees to provide services will be influenced by the potential geographical distribution of service among the qualified applications received. Applicants can designate their proposed service areas in the District based on their by-laws, Board policies, etc. However, the Department reserves the right to designate any service areas it deems appropriate or necessary in making awards and negotiating grant terms. In reviewing the applicant pool, the Department's priority will be to ensure that excellent affordable housing counseling and training services are provided to all low- and moderate-income citizens of the District of Columbia. The Department will seek to bring parity in the quality of all housing services provided for all areas of the District through the award and ongoing management of these grants.

3.4 Marketing and Outreach

Marketing Plan to be submitted: Marketing and outreach are critical aspects of the grant's work. Grantees' efforts ensure these programs and services' success and desired impact. No Grantee or service is exempt from this requirement. Applicants must submit a detailed marketing and outreach plan for the services they are applying for. The plan should be detailed and not assume an understanding that has not been stated. Marketing should be included in the proposed budget and work plan.

DHCD will review and approve the marketing plan. In accordance with agency policy, marketing activities should highlight partnerships with and funding by DHCD.

Aspects of Marketing and Outreach to be considered:

- Continuous and consistent marketing and outreach are essential to achieving these services' objectives and maximizing public awareness of DHCD housing programs.
- Because of DHCD's diverse target population, grantees must utilize various marketing tools.
- Grantees are responsible for distributing DHCD program materials at community forums, public events, homeownership meetings, and fairs. Marketing and outreach may include but are not limited to, websites, email blasts, blogs, listservs, Twitter, Facebook, YouTube, Hope Hotline, flyers, door-to-door visits, community meetings, use of cable television (Channel 16), and public service announcements.

Coordinated with the Department: The grantee's marketing and outreach must be coordinated with DHCD. Grantees are expected to continually assess the success and impact of their marketing efforts to identify the most effective and efficient ways of reaching low– and moderate-income populations.

Participation in Department Marketing Activities: As required by DHCD, Grantees must participate in public activities and events related to housing opportunities. These may include but are not limited to tabling at events, participating in panel discussions, and providing speakers to groups, agencies, or organizations that request them.

DHCD Acknowledgement: Grantees must always acknowledge such housing assistance activities as Department of Housing and Community Development programs in any distributed print or electronic materials. DHCD must approve all such materials before distribution.

Use of DHCD Logo: All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or entirely, by the Department.

1. The written or printed materials must include the authorized DHCD logo.
2. Written or printed materials include, but are not limited to, newspaper, radio, and television announcements or advertisements. Websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.

4. The grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to the Grantee.
5. The grantee must provide copies of all marketing materials, brochures, flyers, and other materials that publicize grant-funded activities to the Grantor via email at dhcd.occo@dc.gov
6. The grantee shall publicize as appropriate to its constituency through social media, print, and online postings, DHCD communications, and events related to Grant-supported activities.

Diversity and Language Access in Marketing: Grantees must demonstrate the capability to effectively serve and communicate with the District's various non-English speaking and special needs populations. This means that marketing and outreach materials must be made available in multiple languages and media based on the needs of those populations. The grantee must demonstrate its intent and capability to comply with the District's Language Access Law. In addition, grantees must demonstrate the availability of appropriate staffing to ensure compliance with the District's Language Access Law.

3.5 Focus Areas and Neighborhood Revitalization Strategy Areas (NRSA)

DHCD has identified specific areas of the District as "Focus Areas." These Areas represent areas where the District has invested in funding to create and preserve affordable housing. Focus Areas follow main routes through the District and their associated neighborhoods. In many cases, business owners are centered on these major routes, while resident services will be seen as more appropriate for those in the communities. Applicants must ensure services are delivered to low- and moderate-income households or areas as part of their program (Housing Services, Small Business Technical Assistance, Façade Improvement). This is a CDBG requirement.

- For Housing Counseling applicants, these Focus Areas should be used to plan outreach activities to inform residents of their services.
- For SBTA and Façade grantees, the Focus Areas define the geographical areas of the District in which they will provide services. In this latter case, the Focus Areas define not only their outreach area but also their service area.

NRSAs Targeting East of the River

The Department obtained the HUD designation for the Neighborhood Revitalization Strategy Area (NRSA) for the Focus Areas in Wards 7 and 8. DHCD has designated areas of Historic Anacostia in the city's Southeast and Far Northeast communities as Neighborhood Revitalization Strategy Areas (NRSAs). This designation will allow the city to target Community Development Block Grant (CDBG) funding that supports economic and community revitalization efforts. These include Martin Luther King Jr Avenue, Marion Barry Avenue, Minnesota Avenue, and Benning Road. However, all areas of Ward 7 and Ward 8 remain the focus of the grantee's work and outreach.

For communities outside of the NRSA areas, DHCD has designated Focus Areas throughout the District. Applicants are encouraged to partner with other community-based organizations. This collaboration can include cross-disciplinary collaboration. For example, a Façade grantee may partner with an SBTA grantee to provide business owners various services encompassing both disciplines. Housing service grantees may partner to promote or provide services one grantee offers, but another may not. The key to collaboration is an outlook of being partners, not competitors.

The following is a list of the Focus Areas and some of their associated neighborhoods. The outreach plans can include other nearby neighborhoods, mindful of the low-income requirements. Each applicant is asked to select one or more Focus Areas for their application. Please note that this is a minimum, and applicants may choose more than three. Applicants will be asked to provide reporting on outreach activities.

The following is a list of the Focus Areas outreach plans, mindful of the low and income requirements.

Focus Areas/Neighborhoods

- **16th St NW Corridor** near the intersection with Havard St NW (Columbia Heights) in Ward 1
- **Georgia Ave and New Hampshire Ave NW Corridor** (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- **Rhode Island Ave and South Dakota Ave NE Corridor** (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 4 and Ward 5
- **M Street and South Capitol Streets SW Corridor** (Greenleaf and Waterfront) in Ward 6
- **Benning Road and Florida Ave NE Corridor** (NoMa/Ivy City/Trinidad) in Ward 5 and Ward 6
- **Minnesota Ave and Benning Rd NE Corridor** (Benning, Greenway) in Ward 7
- **Pennsylvania Ave and Minnesota Aves SE Corridor** (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- **East Capitol and Benning Rd Corridor** (Capitol View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- **Marion Barry Ave and Martin Luther King Aves SE Corridor** (Historic Anacostia, Fairlawn, Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- **Marion Barry Ave and Alabama Aves Corridor** (Skyland, Woodland, Garfield Heights) in Ward 8
- **Martin Luther King Ave and Alabama Ave Corridor** (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- **South Capital St and Chesapeake St SE Corridor** (Bellevue, Washington Highlands) in Ward 8

FY25 Housing Counseling Services Workplan

Organization Name:
Grant Number:

Performance Period: 2/1/2025 to 01/31/2025

HA Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	HUDA Ward 7 & 8 MI Services	Total
A1	HUD Housing Counseling	10	Number of First Time Homebuyers Purchasing Homes	Public Service or NRSA	$48,000.00	$140,784.44	$0.00	$188,784.44
A1		500	Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		700	Number of 1:1 Counseling Sessions (Budget & Credit)					
A1		300	Number of unduplicated households					
A1		400	Number of 1:1 Homebuyer Counseling Sessions					
A1		200	Number of unduplicated households					
A2	8-Hour Homebuyer Class	8	Number of 8-hour Homebuyer Educations Classes	Public Service or NRSA	$45,000.00	$0.00	$0.00	$45,000.00
A2		250	Number of Attendees of 8-hour Homebuyer Classes					
A2		250	Number of DHCD Certificates issued					
A3	HPAP (EAHP/HELAHP) (NPS ONLY)	60	Number of HPAP Pre Purchase Orientations conducted	Non-Public Service or NRSA	$56,000.00	$115,000.00	$0.00	$171,000.00
A3		500	Number of Attendees at HPAP Orientations					
A3		50	Number of Files submitted to HPAP Administrators					
A3		150	Number of 1:1 HPAP Counseling Sessions					
A3		50	Number of unduplicated households					
A4	IZ/ADU Orientations	40	Number of IZ Orientations Conducted	Public Service or NRSA	$60,810.56	$0.00	$0.00	$60,810.56
A4		800	Number of Attendees at IZ Orientations					
A4		800	Number of DHCD Certificates issued					
A5	IZ/ADU Income Certifications	600	Number of IZ/ADU Income Certifications completed	Public Service or NRSA	$415,000.00	$0.00	$0.00	$415,000.00
A6	PADD	6	Number of PADD group training/coaching	Public Service or NRSA	$29,000.00	$0.00	$0.00	$29,000.00
A6		85	Number of Attendees at PADD group training					
A6		0	Number of 1:1 PADD sessions (if applicable)					
A6		5	Number of unduplicated households receiving 1:1 PADD sessions					
A6		5	Number of PADD Income Certifications					
A7	General Housing Services & Information (Group Training)	8	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)	Public Service or NRSA	$24,000.00	$0.00	$65,000.00	$89,000.00
A7		70	Number of Attendees at Financial Literacy Trainings					
A7		0	Number of Homebuyer Clubs Meetings					
A7		0	Total of Attendees at Homebuyer Club Meetings					
A7		0	Number of group trainings or workshops not reported in other categories					
A7		0	Number of Attendees at group trainings or workshops not reported in other categories					
B10	Eviction Counseling	15	Number of Eviction workshops	Public Service or NRSA	$46,000.00	$59,405.00	$70,000.00	$175,405.00
B10		200	Number of Attendees at Eviction workshops					
B10		270	1:1 Eviction Counseling					
B10		90	Unduplicated households 1:1 Eviction Counseling					
B10		40	Number referred to Attorney(s) for Legal Services					
B10		0	Number of 1:1 Attorney Consultations (Law Firm Subrecipients Only)					
B10		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecipients Only)					
B10		50	Number Evictions Prevented					
B11	SFRR	8	Number of SFRAP Orientations conducted (required)	Public Service or NRSA	$25,000.00		$15,000.00	$40,000.00
B11		12	Number of 1:1 Intake sessions					
B11		12	Number of unduplicated households					
B11		6	Number of complete applications submitted in SFRAP Portal					
B12	Legal Services for Seniors, Coops and Condos (Law Firm Subrecipients Only)	0	Senior households receiving legal services	Public Service or NRSA				$0.00
B12		0	Coop Associations receiving legal services					
B12		0	Condo Associations receiving legal services					
B12		0	Number of Pro Bono Legal Services Recruited and Retained					
B12		0	Number of Trainings for Law Firms (Trainings)					
B12		0	Number of Attendees at Trainings for Law Firms (Attendees)					
B12		0	Number of new partnerships initiated					
B12		0	Total Number of Trainings to and work with Pro Bono Provided					
B12		0	Number of outreach presentations conducted					
B12		0	Number of outreach activities conducted					
B12		0	Number of Senior Households that received Legal Counsel or Consultation					
B12		0	Number of Senior Households that received Legal Representation					
B12		0	# of clients helped with Schedule H					
B12		0	# of clients helped with life planning docs					
B12		0	# pro bono attorneys engaged in housing-related matters					
B12		0	# veterans receiving legal counsel/advice					
B13	Technical Assistance for Co-Ops and Condo Associations	10	Number of Co-Op Associations receiving Technical Assistance					
B13	Coops	6	Number of Action Plans written for Co-Op Associations					
B13	Coops	0	Number of Successful Outcomes for Co-Op Associations					

B13	Coops	8	Number of Asset Management Improvement Services Provided for Co-Op	Public Service or NRSA	$25,000.00		$45,000.00	$70,000.00
B13	Coops	0	Number of Asset Management Tactical Support Services Provided to Co-Op					
B13	Coops	10	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Legal Assistant Services provided to Distressed Co-Op Associations					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	10	Number of Organization Sustainability Tactical Support Services Provided to Co-Ops					
B13	Coops	5	Number of Ownership Education Sessions provided to different ownership models including shared equity					
B13	Coops	0	Number of Relocation Plans completed and accepted for Co-Ops					
B13	Coops	6	Numbers of Trainings on Board Operations Governance & Management to Co-ops					
B13	Coops	20	Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management					
B13	Coops	0	Number of written Asset Management & Sustainability Plans for Co-Ops					
B13	Condos	10	Number of Condo Associations receiving Technical Assistance					
B13	Condos	6	Number of Action Plans written for Condo Associations					
B13	Condos	10	Number of Successful Outcomes for Condo Associations					
B13	Condos	6	Number of Asset Management Improvement Services Provided for Condo					
B13	Condos	0	Number of Annual Survey of Clients (prospective) to gauge success and appropriate methodologies completed for Condo					
B13	Condos	10	Number of Asset Management Tactical Support Services Provided to Condo					
B13	Condos	0	Number of Legal Assistant Services provided to Distressed Condo Associations					
B13	Condos	0	Number of Consultative Services Provided to Condo Associations and Clients					
B13	Condos	10	Number of Organization Sustainability Tactical Support Services Provided to Condo Associations					
B13	Condos	5	Number of Relocation Plans completed and accepted for Condo Associations					
B13	Condos	0	Numbers of Trainings on Board Operations Governance & Management to condo associations					
B13	Condos	10	Number of written Asset Management & Sustainability Plans for Condo Associations					
B13	Coops and Condos	6	Number of Annual Survey of Clients (prospective) to gauge success and appropriate methodologies completed					
B13	Coops and Condos	0	Number of Agreements (Coops and Condos) retained to private/ nonprofit Law Firm					
B13	Coops and Condos	0	Numbers of Trainings on Development including Relocation and Construction Management					
B14	Technical Assistance for Small Apartment Owners (25 units and less)	0	Number of Inquiries Received	Public Service or NRSA				$0.00
B14		0	Number of Owners/Managers receiving Services					
B14		0	Number of Action Plans Written					
B14		0	Number of Action Plans Implemented/Completed					
B14		0	Number of Owners/Managers needing Asset Management Guidance					
B8	General Home Management (Post Purchase Non-Delinquent)	0	Number of Homeownership Preservation Workshops	Public Service or NRSA	$22,000.00		$28,000.00	$50,000.00
B8		0	Number of Attendees at Homeownership Preservation Workshops					
B8		0	Number of Post-Purchase Workshops (not including Homeownership Preservation)					
B8		0	Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation					
B8		40	Number of 1:1 Post-Purchase Counseling Sessions					
B8		10	Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions					
B9	Foreclosure Counseling	4	Number of Foreclosure Workshops	Public Service or NRSA	$12,000.00			$12,000.00
B9		6	Number of Attendees at Foreclosure Workshops					
B9		1700	Number of 1:1 Foreclosure Counseling Sessions					
B9		400	Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions					
B9		0	Number of 1:1 Attorney Consultations (Law Firm Subrecipients Only)					
B9		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecipients Only)					
B9		50	Number referred to Attorney(s) for Legal Services					
B9		300	Number of Foreclosures Prevented					
C15	TOPA Pre-Purchase Counseling & Training	160	Number of TOPA Meetings with Tenant Association	Public Service or NRSA	$105,000.00		$267,000.00	$372,000.00
C15		1700	Number of Attendees at TOPA Meetings					
C15		40	Number of TOPA Training Workshops to Tenants					
C15		200	Number of Attendees at TOPA Training Workshops					
C16	TOPA Post-Purchase Counseling & Training	25	Number of TOPA Post Purchase Training Workshops	Public Service or NRSA	$30,000.00		$65,000.00	$95,000.00
C16		300	Number of Attendees at TOPA Post Purchase Workshops					
C16		250	Number of unduplicated households					
C16		0	Number of one on one counseling sessions					
C16		0	Number of group training/coaching					
C17	Tenant Counseling for HPA - Rental Accomodation Division	0	Number of unduplicated households	Public Service or NRSA	$50,000.00		$80,000.00	$130,000.00
C17		0	Number of one on one counseling sessions					
C17		50	Number of group training/coaching					
C17		400	Number of Attendees at group training/coaching					
Marketing	MARKETING AND OUTREACH	12	Housing Fairs	Public Service or NRSA	$20,000.00		$35,000.00	$54,000.00
Marketing		10	Other Tabling Events					
Marketing		10000	Flyers Distributed					
Marketing		700	Social Media Posts (Facebook, LinkedIn, Instagram)					
Marketing		250000	Mailings					
Marketing		0	Paid Advertising (display ads in print)					
Marketing		1	Other					

Marketing			Other					
	TOTALS	272543			$1,624,516.55	$213,189.44	$679,608.60	$2,015,890.59

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit B Budget

- Schedules A (3-1) and A (3-2) for the First Performance Period

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	3/1/2025 - 9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	COMMUNITY BASED
WARD (if applicable):	
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$ 1,683,989.00	$ -	$ 1,683,989.00
Consultants	$ 10,000.00	$ -	$ 10,000.00
Space	$ 117,880.00	$ -	$ 117,880.00
Utilities	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Consumables	$ -	$ -	$ -
Marketing & Outreach	$ -	$ -	$ -
Training	$ 1,500.00	$ -	$ 1,500.00
IT Services & Support	$ -	$ -	$ -
Travel	$ 1,500.00	$ -	$ 1,500.00
Equipment	$ -	$ -	$ -
	$ -	$ -	$ -
Total Direct Cost	$ 1,814,869.00	$ -	$ 1,814,869.00
Total Indirect Costs (De Minimis Cost Rate 10%)	$ 195,131.00	$ -	$ 195,131.00
Total Costs	$ 2,010,000.00	$ -	$ 2,010,000.00

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM
Budget Form A (3-2): Personnel Information

Rev. 08/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	3/1/2025 - 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
Personnel Subtotals		$ 3,384,000.00				$ 1,403,324.00

Fringe Benefits (Max 20%)	$ 280,665.00
Total NBAP Grant Personnel Costs	$ 1,683,989.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	3/1/2025 - 9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	PUBLIC SERVICES
WARD (if applicable):	
c	Housing Counseling

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$ 853,254.00	$ -	$ 853,254.00
Consultants	$ 10,000.00	$ -	$ 10,000.00
Space	$ 59,728.00	$ -	$ 59,728.00
Utilities	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Consumables	$ -	$ -	$ -
Marketing & Outreach	$ -	$ -	$ -
Training	$ 1,500.00	$ -	$ 1,500.00
IT Services & Support	$ -	$ -	$ -
Travel	$ 1,500.00	$ -	$ 1,500.00
Equipment	$ -	$ -	$ -
	$ -	$ -	$ -
Total Direct Cost	$ 925,982.00	$ -	$ 925,982.00
Total Indirect Costs (De Minimis Cost Rate 10%)	$ 98,828.56	$ -	$ 98,828.56
Total Costs	$ 1,024,810.56	$ -	$ 1,024,810.56

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	3/1/2025 - 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
Personnel Subtotals		$ 3,384,000.00				$ 711,045.00

Fringe Benefits (Max 20%)	$ 142,209.00
Total NBAP Grant Personnel Costs	$ 853,254.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	3/1/2025 - 9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (If applicable):	NON PUBLIC SERVICES
WARD (if applicable):	
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$ 266,011.00	$ -	$ 266,011.00
Consultants	$ -	$ -	$ -
Space	$ 18,621.00	$ -	$ 18,621.00
Utilities	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Consumables	$ -	$ -	$ -
Marketing & Outreach	$ -	$ -	$ -
Training	$ -	$ -	$ -
IT Services & Support	$ -	$ -	$ -
Travel	$ -	$ -	$ -
Equipment	$ -	$ -	$ -
	$ -	$ -	$ -
Total Direct Cost	$ 284,632.00	$ -	$ 284,632.00
Total Indirect Costs (De Minimis Cost Rate 10%)	$ 30,557.00	$ -	$ 30,557.00
Total Costs	$ 315,189.00	$ -	$ 315,189.00

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 09/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	3/1/2025 - 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
Personnel Subtotals		$ 3,384,000.00				$ 221,676.00

Fringe Benefits (Max 20%)	$ 44,335.00
Total NBAP Grant Personnel Costs	$ 266,011.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
PERIOD OF PERFORMANCE:	3/1/2025 - 9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	NRSA WARD 7-8
WARD (if applicable):	7, 8
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$ 564,724.00	$ -	$ 564,724.00
Consultants	$ -	$ -	$ -
Space	$ 39,531.00	$ -	$ 39,531.00
Utilities	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Consumables	$ -	$ -	$ -
Marketing & Outreach	$ -	$ -	$ -
Training	$ -	$ -	$ -
IT Services & Support	$ -	$ -	$ -
Travel	$ -	$ -	$ -
Equipment	$ -	$ -	$ -
	$ -	$ -	$ -
Total Direct Cost	$ 604,255.00	$ -	$ 604,255.00
Total Indirect Costs (De Minimis Cost Rate 10%)	$ 65,745.44	$ -	$ 65,745.44
Total Costs	$ 670,000.44	$ -	$ 670,000.44

Budget Narrative (100 word limit)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM
Budget Form A (3-2): Personnel Information

Rev. 08/18/2023

ORGANIZATION NAME:	HOUSING COUNSELING SERVICES
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	3/1/2025 - 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Annual Salary	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
				#DIV/0!		
Personnel Subtotals		$3,459,000.00				$470,603.00

Fringe Benefits (Max 20%)	$94,121.00
Total NBAP Grant Personnel Costs	$564,724.00

*NOTE: Hourly rate calulation adjusted to reflect HCS work week of 35 hours, not 40.

Budget Narrative (100 word limit)

Exhibit C Required Reporting

- Monthly Performance Report
- Monthly Report of Group Trainings
- Monthly Report on Outreach and Marketing Activities
- Monthly Reporting of Special Activities
- Monthly Reporting of changes in personnel relative to grant work and payroll
- Quarterly Beneficiary Data
- Quarterly Language Access Report
- Quarterly Data Report

DC Department of Housing and Community Development

Deadline 00/00/0000

FY25 RFA: Housing Services

SHOW PROGRAM OVERVIEW SHOW PROGRAM REQUIREMENTS

SHOW SECTION 3.2 - HOUSING SERVICES: DESCRIPTION OF HOUSING PROGRAMS AND SERVICES SHOW LIBRARY

HIDE ZOOMGRANTS HELP SHOW ATTACHMENTS 1

ZoomGrants Help [hide this]

Creating a New Application to Submit
The 'Saving' screen is still flashing...now what?
Missed Deadline FAQs
Invite Collaborators to Work on Application

Applicant View

Application Status: Not Submitted

Basic Information Part I and II Application Narrative Questions Budget Organizational and Financial Capacity

Required Attachments Activity Log

Report **OVERDUE** Report Totals

Ask a Report Question

(answers are saved automatically when you move to another field)

Instructions Show/Hide

As in the past, Performance Reporting is divided into three sections:

- **Workplan Metrics** (numbers only),
- **Accomplishment Narrative** (Text Boxes), and
- **Various uploads** (spreadsheets usually).

This data is extremely important. Reports can affect performance goals and funding. Your reports are used to report to the City Administrator, the Mayor (including DMPED) and to the District Council and its Committee on Housing. Where uploads are required, **use excel files or Word files.** This will allow your information to be uploaded into the database and reported to District leaders.

For **Workplan Metrics,** use only numbers or leave it blank. **Letters such as N/A are to be avoided.** This will make your report impossible to be uploaded in the DHCD database and will require your corrections. Only numbers zero (0) and above can be used. If a metric is left blank, it will be treated as a zero.

In the **Accomplishment Narrative,** text boxes are provided to provide statements of activities or the information requested. In the first Report, please answer Question 22 (Points of Contact) with all points of contact for the areas mentioned. Thereafter in subsequent months, if there are no changes, it is okay to say, "No Changes". The same is true for Question 21 (staffing). Please answer Question 23 (Success Stories), Question 24 (Good News), Question 25 (Other DC agencies and initiatives). Question 26 is important. Remember the RFA asked applicants to align outreach to the Focus Areas mentioned on pages 33 and 34 of the RFA. Mentioning specific Focus Areas in the narrative for Q26 is helpful.

The **Document Upload** section is where excel spreadsheets (usually, sometimes Word Documents) are uploaded. **PDFs cannot be uploaded into database.** [The District of Columbia is fortunate to have many DC Based Programs such as HPAP, IZ/ADU, PADD, SFRRP, TOPA, HRA/RAD related activities, as well as direct services to tenants and tenant groups, and services to Condo/Coop Associations. DHCD staff need monthly reporting in order to better do their work and respond to the needs of DC citizens. These reports are shared directly with the appropriate program manager.]

There three areas of your activities will be reported on a monthly basis to help us meet our HUD and DC Government requirements and the needs of DC residents.

Reporting for Fiscal Year 2025 will begin with Report # 1. The end of Government's fiscal year (9/30/2025) will conclude with Report # 10 and the close-out of FY25 Purchase Orders. The complete schedule is below for the monthly report.

Other Reporting: Beneficiary Data and Language Access

Other reports are also required. These include **Beneficiary Report** and **Language Access Report.** These two reports are required on a quarterly basis. These reports will not be answered within ZoomGrants. The Office of Program Monitoring will provide the spreadsheets to use for these quarterly reports. Please see your Grant Agreement for additional information about the monthly and quarterly reports. Please note, the Beneficiary Report corresponds to the sources and uses of your Grant Agreement. A separate Beneficiary Report is needed for each type of funding awarded: Public Service (PS), Non-Public Service (NPS) and NRSA Wards 7 & 8 PS and NPS.

These quarterly reports will be due:

Oct/Nov/Dec 2/24/2025

Jan/Feb/March 4/10/2025

April/May/June 7/10/2025

July/August/Sept 10/10/2025

Please note we cannot extend these deadlines since they are HUD's deadlines and not in our control. Please submit your report on schedule.

Please remember HUD views reporting and reimbursement requests as inseparable and therefore to be coordinated at the same time. Please avoid not filing on the deadline.

Monthly Reporting on Performance and Accomplishments

Report Number Period Covers Due Date

Report Number	Period Covers	Due Date	Notes
Report 1	FY25 Q1 (Oct/Nov/Dec)	03/03/2025	
Report 2	January	03/03/2025	
Report 3	February	03/10/2025	
Report 4	March	04/10/2025	
Report 5	April	05/10/2025	
Report 6	May	06/10/2025	
Report 7	June	07/10/2025	
Report 8	July	08/10/2025	
Report 9	August	09/10/2025	
Report 10	September	10/10/2025	

In ZoomGrants reporting, there are data questions. Please enter only a whole number. If a particular question doesn't apply to your statement of work and workplan, please enter zero. The narrative questions also require a response. If there is nothing to report in the narrative, please enter a statement such as "No changes" or "Not applicable".

Report 1: **3/3/2025** Report 2: **3/3/2025** Report 3: 3/10/2025 Report 4: 4/10/2025 Report 5: 5/10/2025

Report 6: 6/10/2025 Report 7: 7/10/2025 Report 8: 8/10/2025 Report 9: 9/10/2025 Report 10: 10/10/2025

Report 1: 3/3/2025

This report is OVERDUE. Submit Report 1

Agency

This is a branching question. The system will remove questions that do not apply to you based on your answer to Question #1.

Please disregard the number sequencing.

1. Identify Your Agency Name

This is a branching question. Only the questions that apply to your agency will appear.

- ○ CARECEN-Central American Resource Center
- ○ Centro de Apoyo Familar

- ○ Greater Washington Urban League, Inc.
- ○ Housing Counseling Services
- ○ Latino Economic Development Corporation of Washington DC
- ○ Legal Counsel for the Elderly
- ○ Lydia's House in Southeast, Inc.
- ○ Manna, Inc.
- ○ Marshall Heights Community Development Organization, Inc.
- ○ Mi Casa
- ○ Neighborhood Legal Services Program of the District of Columbia
- ○ University Legal Services

Workplan Accomplishment Metrics

2. A1: HUD Housing Counseling

Ignore the auto-total number.

Number of First Time Homebuyers Purchasing Homes

Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)

Number of 1:1 Counseling Sessions (Budget & Credit)

Number of unduplicated households

Number of 1:1 Homebuyer Counseling Sessions

Number of unduplicated households

3. A2: 8-Hour Homebuyer Class

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of 8-hour Homebuyer Educations Classes

Number of Attendees of 8-hour Homebuyer Classes

Number of DHCD Certificates issued

4. A3: HPAP (EAHP/NEAHP)

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of HPAP Pre Purchase Orientations conducted

Number of Attendees at HPAP Orientations

Number of Files submitted to HPAP Administrators

Number of 1:1 HPAP Counseling Sessions

Number of unduplicated households

5. A4: IZ/ADU Orientations

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of IZ Orientations Conducted

Number of Attendees at IZ Orientations

Number of DHCD Certificates issued

6. A5: IZ/ADU Income Certifications

Ignore the auto-total number.

Number of IZ/ADU Income Cetifications completed

7. A6: PADD

Ignore the auto-total number.

Number of PADD group training/coaching

Number of Attendees at PADD group training

Number of 1:1 PADD sessions (if applicable)

Number of unduplicated households receiving 1:1 PADD sessions

Number of PADD Income Certifications

8. A7: General Housing Services & Information (Group Training)

Ignore the auto-total number.

Number of Financial Literacy Trainings (including but not limited to credit & budgeting)

Number of Attendees at Financial Literacy Trainings

Number of Homebuyer Clubs Meetings

Total of Attendees at Homebuer Club Meetings

Number of group trainings or workshops not reported in other categories

Number of Attendes at group trainings or workshops not reported in other categories

9. B8: General Home Management (Post Purchase Non-Delinquent)
Ignore the auto-total number.

Number of Homeownership Preservation Workshops

Number of Attendees at Homeownership Preservation Workshops

Number of Post-Purchase Workshops (not including Homeownership Preservation)

Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)

Number of 1:1 Post-Purchase Counseling Sessions

Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions

10. B9: Foreclosure Counseling
Ignore the auto-total number.

Number of Foreclosure Workshops

Number of Attendees at Foreclsoure Workshops

Number of 1:1 Foreclosure Counseling Sessions

Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number of Foreclsoures Prevented

11. B10: Eviction Counseling

Ignore the auto-total number.

Number of Eviction workshops

Number of Attendees at Eviction workshops

1:1 Eviction Counseling

Unduplclated households 1:1 Eviction Counseling

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number Evictions Prevented

12. B11: SFRR

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of SFRRP Orientations conducted (required)

Number of 1:1 Intake sessions

Number of unduplicated households

Number of complete applications submitted in SFRRP Portal

13. B12: Legal Services for Seniors, Coops and Condos

Ignore the auto-total number.

Senior households receiving legal services

Coop Associations receiving legal services

Condo Associations receiving legal services

Number of Training for Law Firms

Number of Attendees at law firm training

Number of outreach activities

Number of new partnerships initiated

Number of clients helped with Schedule H

Number of clients helped with life planning docs

Number pro bono attorneys engaged in housing-related matters

Number veterans receiving legal counsel/advice

14. B13: Technical Assistance for Coop
Ignore the auto-total number.

Number of Co-Op Associations receiving Technical Assistance

Number of Action Plans written for Co-Op Associations

Number of Successful Outcomes for Co-Op Associations

Number of Asset Management Improvement Services Provided for Co-Op

Number of Asset Management Tactical Support Services Provided to Co-Op

Number of Consultative Services Provided to Co-Op Associations and Clients

Number of Legal Assistant Services provided to Distressed Co-Op Associations

Number of Organization Sustainability Tactical Support Services Provided to Co-Ops

Number of Ownership Educations Sessions provided to different ownership models including shared equity

Number of Relocation Plans completed and accepted for Co-Ops

Numbers of Trainings on Board Operations Governance & Management to Co-ops

Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management

Number of written Asset Management & Sustainability Plans for Co-Ops

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Co-Op Associations

Number of Associations (Coops) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Co-Op Associations

16. B13: Technical Assistance for Condo Associations

Ignore the auto-total number.

Number of Condo Associations receiving Technical Assistance

Number of Action Plans written for Condo Associations

Number of Successful Outcomes for Condo Associations

Number of Asset Management Improvement Services Provided for Condo

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo

Number of Asset Management Tactical Support Services Provided to Condo

Number of Legal Assistant Services provided to Distressed Condo Associations

Number of Consultative Services Provided to Condo Associations and Clients

Number of Organization Sustainability Tactical Support Services Provided to Condo Associations

Number of Relocation Plans completed and accepted for Condo Associations

Numbers of Trainings on Board Operations Governance & Management to condo associations

Number of written Asset Management & Sustainability Plans for Condo Associations

Number of Associations (Condos) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Condo Associations

16. B14: Technical Assistance for Small Apartment Owners (25 units and less)
Ignore the auto-total number.

Number of Inquiries Received

Number of Owners/Managers receiving Services

Number of Action Plans Written

Number of Action Plans Implemented/Completed

Number of Owners/Managers needing Asset Management Guidance

17. C15: TOPA Pre-Purchase Counseling & Training
Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Meetings with Tenant Association

Number of Attendees at TOPA Meetings

Number of TOPA Training Workshops to Tenants

Number of Attendees at TOPA Training Workshops

18. C16: TOPA Post-Purchase Counseling & Training
Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Post Purchase Training Workshops

Number of Attendees at TOPA Post Purchase Workshops

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

19. C17: Tenant Counseling for HRA - Rental Accommodation Division

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

Number of Attendees at group training/coaching

20. Marketing & Outreach

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Housing Fairs

Other Tabling Events

Flyers Distributed

Social Media Posts (Facebook, LinkedIn, Instagram)

Mailings

Paid Advertising (display ads in print)

Other

Accomplishment Narrative

21. Staffing Information: Any changes (terminations or new hires) in staff members who are on the grant? Or in the Executive Leadership or Management Team? Number of HUD Certified Counselors (expressed as FTEs) on staff at the

end of this reporting period?

Maximum characters: 1000. You have 1000 characters left.

22. Who are the current Points of Contact and email for the following: 1) Executive Leader (NOTE: Executive leader is copied on all communication): 2) Grant/Fund Development: 3) Grant/Accounting: 4) Program Managers/Directors/Supervisors:

Maximum characters: 1000 You have 1000 characters left

23. Please provide us with client success story/stories for this quarter by program. You may provide a link to an article that has been written for other purposes (newsletter, website, or newspaper article).
Redact (use a pseudonym) for any client name or other personal identifying information if you have not received a release.

Maximum characters 3000. You have 3000 characters left.

24. Any good news to share? Any events and activities coming up? (e.g. obtained other grant funds to leverage DHCD grant, Open Houses, Presentations, Community Events, etc.)
Upload a calendar of upcoming program events (in-person or webinars).

Maximum characters: 3000. You have 3000 characters left.

25. Describe your organization's involvement in other projects or initiatives with other District agencies.

Maximum characters: 3000. You have 3000 characters left.

26. Describe your marketing and outreach during this period. What groups or areas did you market to, numbers, and in what way did you contact them (mail, event, email, personal, media, etc.)?

Maximum characters: 3000. You have 3000 characters left.

27. Describe any specific obstacles (if any) to your organization's program or service delivery during this period?

Maximum characters: 3000. You have 3000 characters left.

Documents Requested *	Required?	Uploaded Documents *	
ALL: Procurement Report, as applicable Download template: Procurement Report			Upload
ALL: Language Access for Outreach and Group Sessions Download template: Language Access for Outreach and Group Sessions	Required		Upload
ALL: Calendar of Next Quarter (3 months) of Orientations, Trainings, Workshops & 8-Hour Classes	Required		Upload
A-2 HBE 8-Hour Class Attendance Certificates Download template: A-2 HBE 8-Hour Class Attendance Certificates			Upload
A-3 Homebuyer Assistance Program Intake Download template: A-3 Homebuyer Assistance Program Intake			Upload
A-4 IZ Orientation Attendance Certificates Download template: A-4 IZ Orientation Attendance Certificates			Upload
B-11 SFRRP Intake Download template: B-11 SFRRP Intake			Upload
C-15 and C-16 TOPA Reporting Download template: C-15 and C-16 TOPA Reporting			Upload
C-17 Training for Tenants and Tenant Organizations Download template: C-17 Training for Tenants and Tenant Organizations			Upload

* *ZoomGrants™ is not responsible for the content of uploaded documents.*

CDBG PUBLIC SERVICE* HOUSING COUNSELING (HC) PROGRAM

HEAD OF HOUSEHOLD DEMOGRAPHICS

IDIS Number	
Community Based Organization (CBO)	
National Objective/Matrix Code	
Project Address	
Proposed HOUSEHOLDS TO Serve	
Total HOUSEHOLDS Served	
Difference Used for CAPER Analysis	

Tip #1	Avoid Duplicative Reporting
Tip #2	Complete each cell; even if N/A (Not Applicable)
Tip #3	Do not combine Carryed-Out Cells
Tip #4	Based on HEAD of HOUSE HOLD
Tip # 5	Internet Quarterly
Tip #6	Public Services - HC (but cannot show proof a home was purchased)
Tip # 7	DFH - Sally Ann Fiorito, DHCD Grant Management Officer, sally-ann.fiorito@dc.gov

HEAD OF HOUSEHOLD CHARACTERISTICS

Race/Ethnicity/Household Composition	Q 1 Number of Households Served	Number of Hispanic Hshl	Number of Hispanic Hshl WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHlds Outside Ward 7/8	SUBTOTAL HHlds Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NEPA	HD	Outside DHV	Owner	Tenant	Female Hshl	Elderly 62 + Hshl	Homeless Hshl	Formerly Homeless Hshl	Veteran Hshl	Disabled Hshl	Household Size	ALL PRIOR PERIOD: Total Head of Household	ALL PRIOR PERIOD: Total LMI Hhlds	ALL PRIOR PERIOD: Total Tenants and Owners
White	0	0			0																							
Black/African American	0	0			0																							
Asian	0	0			0																							
Native American/Alaskan Native					0																							
Native Hawaiian/Other Pacific Islander					0																							
Native American/Alaskan Native & White					0																							
American Indian/Alaskan Native & Black					0																							
Asian & White					0																							
Black/African American & White					0																							
Native American/Alaskan Native & Black/African American					0																							
Other Multi Racial					0																							
Did Not Report					0																							
TOTAL	0	0			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Income Data (In accordance with HUD Part 5)	Q 1 Number of Households Served	Number of Hispanic Hshl	Number of Hispanic Hshl WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHlds Outside Ward 7/8	SUBTOTAL HHlds Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NEPA	HD	Outside DHV	Owner	Tenant	Female Hshl	Elderly 62 + Hshl	Homeless Hshl	Formerly Homeless Hshl	Veteran Hshl	Disabled Hshl	Household Size	ALL PRIOR PERIOD: Total Head of Household	ALL PRIOR PERIOD: Total LMI Hhlds	ALL PRIOR PERIOD: Total Tenants and Owners
Extremely Low 0-30 %	0			0	0																							
Low 31% -50%	0			0	0																							
Moderate 51%-80%	0			0	0																							
Non-Low/Moderate 81% -110%	0			0	0																							
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Additional Data (Does not apply to Single Family Residential Rehabilitation Program)	Q 1 Number of Households Served	Number of Hispanic Hshl	Number of Hispanic Hshl WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHlds Outside Ward 7/8	SUBTOTAL HHlds Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NEPA	HD	Outside DHV	Owner	Tenant	Female Hshl	Elderly 62 + Hshl	Homeless Hshl	Formerly Homeless Hshl	Veteran Hshl	Disabled Hshl	Household Size	ALL PRIOR PERIOD: Total Head of Household	ALL PRIOR PERIOD: Total LMI Hhlds	ALL PRIOR PERIOD: Total Tenants and Owners
Employer or Continuing Access to Service or Benefit				0	0																							
Owner				0	0																							
Work Improved Access to Service or Benefit				0	0																							
Received a Service or Benefit But no Longer Eligible				0	0																							
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Language Access

The recent Executive Order of the President makes English the Official Language of the United States.

Grantees may translate forms, document, trainings into other languages as they deem appropriate for the benefit of clients.

Grantees may also make provision for clients to have access who are English Proficient/Non-English Proficient (LEP/NEP).

The Language Access line remains available to Grantees. OPM can provide the phone number.

Grantees are encouraged to report on a quarterly basis concerning language accommodation for clients.

Tracking includes:

- Language
- Use of interpreter, bi-lingual staff person or language access telephonic line
- Used on the group basis or individual and the number of each

Exhibit D Method to determine Client Eligibility for Services

Method to determine Client Eligibility for Services:
By Household

DHCD will provide the spreadsheet to use for this Quarterly Report

If a grantee has two or three sources/uses of grant funds, a separate report is needed for each.

Sources/Uses includes

1. Public Services (PS),
2. Non-Public Services (NPS) and
3. NRSA Wards 7 & 8 PS & NPS.

For each the Household report includes:

Section 1

Grantees will provide the following information concerning race/ethnicity which shall be recorded by

- Ward,
- Head of Household,
- Tenant/Owner

White
Black/African American
Asian
Native American/Alaskan Native
Native Hawaiian/Other Pacific Islander
Native American/Alaskan Native & White
American Indian/Alaskan Native & White
Asian & White
Black/African American & White
Native American/Alaskan Native & Black/African American
Other Multi Racial
Did Not Report
TOTAL

Section 2

Also, each household shall be counted by income category using the CDBG income categories and dollar amounts. (See chart in this exhibit.)

Section 3

Lastly, each household shall be counted by CDNG service category.

With New or Continuing Access to Service or Benefit
With Improved Access to Service or Benefit
Received a Service or Benefit that is No Longer Substandard

The Number of Households in each of the above calculations be the same. That is, if 100 households are reported in Section 1, there must be 100 in reported also in Sections 2 and 3.

This procedures is repeated for:

- Non-Public Service Activities
- NRSA Wards 7 & 8 Public Service and Non-Public Service

INCOME LIMITS WITH UNCAPPED LIMITS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
U.S. Department of Housing and Urban Development (HUD) FY 2023
Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	84,400	96,450	108,500	120,550	130,200	139,850	149,500	159,150

	Median Income	Family Four Low Income Limit
DC	$152,100	$95,300

This grant will consider eligibility based on Household Beneficiary Data

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit E Budget Modification Form

INCOME LIMITS WITH UNCAPPED LIMITS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
U.S. Department of Housing and Urban Development (HUD) FY 2023
Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	84,400	96,450	108,500	120,550	130,200	139,850	149,500	159,150

	Median Income	Family Four Low Income Limit
DC	$152,100	$95,300

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit F Drug Free Workplace Certification

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code. and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - lll, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. Debarment, Suspension, And Other Responsibility Matters (Direct Recipient)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

1. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F. for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020. Notice shall include the identification number(s) of each effected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and incising termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (1), (c), (d), (e), and (f).

B. The applicant may insert in the space provided below the sites) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Drug-Free Workplace (Grantees who are Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, subpart F, for grantees as defined at 28 CFR Part 67; Sections 67 615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020.

As the duly authorized representative of the applications,
I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address

Housing Counseling Services, Inc.
2410 17th Street, NW, Suite 100 (Adams Alley)
Washington, DC 20009

52-0958568

2. Application Number and/or Project Name — **3. Grantee IRS/Vendor Number**

FY 2025 Housing Counseling Services Program

4. Typed Name and Title of Authorized Representative

Marian Siegel, Executive Director

Marian Siegel

October 22nd, 2024

5. Signature — **6. Date**

DHCD Contract No. 2025-04
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit G Service Area Eligibility

This grantee provides services to residents of all DC Wards and will focus on the neighborhoods in these corridors where DHCD has invested resources for housing development.

- 16th St NW Corridor near the intersection with Havard St NW (Columbia Heights) in Ward 1
- Georgia Ave and New Hampshire Ave NW Corridor (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- Rhode Island Ave and South Dakota Ave NE Corridor (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 5
- M and South Capitol Streets SW Corridor (Greenleaf/Waterfront) in Ward 6
- Benning Road and Florida Ave NE Corridor (NoMa/Ivy City/Trinidad) Ward 6
- Minnesota Ave and Benning Rd NE Corridor (Benning, Greenway) in Ward 7
- Pennsylvania Ave and Minnesota Aves SE Corridor (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- East Capitol and Benning Rd Corridor (Capital View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- Marion Barry Ave and Martin Luther King Aves SE Corridor (Historic Anacostia, Fairlawn Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- Marion Berry Ave and Alabama Aves Corridor (Skyland, Woodland, Garfield Heights) in Ward 8
- Martin Luther King Ave and Alabama Ave Corridor (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- South Capital St and Chesapeake Aves SE Corridor (Bellevue, Washington Highlands) in Ward 8

Exhibit H Insurance Requirements

DHCD-BILL WINSTON-GRANT FOR VARIOUS COMMUNITY-BASED ORGANIZATIONS HOUSING COUNSELING AND SERVICES AF07082024

INSURANCE

A. GENERAL REQUIREMENTS. The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this grant, the types of insurance specified below. The Grantee shall submit a Certificate of Insurance to the Grant Administrator (GA) giving evidence of the required coverage prior to commencing performance under this grant. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the GA.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Grantee and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this grant, with the understanding that any affirmative obligation imposed upon the insured Grantee or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its subcontractors, and not the additional insured. The additional insured status under the Grantee's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the GA in writing. All of the Grantee's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Grantee or its subcontractors, or anyone for whom the Grantee or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the GA with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the GA in writing), covering liability for all ongoing and completed operations of the Grantee and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an

Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or it's equivalent) to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the GA in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee in connection with work under this agreement, with a minimum combined single limit of $1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Grantee shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Defense costs shall be in addition to and not erode the limits of liability
e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or it's equivalent)

3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

   Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   The Workers Compensation and Employers Liability shall be further endorsed to:
   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the GA of commercial umbrella or excess liability insurance with minimum limits of $5,000,000 per occurrence and $5,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS
Any and all subcontractors engaged by Grantee for work under this agreement shall be required to have the same insured required of Grantee. Should the Grantee wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Grantee shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Grantee. In either instance, the Grantee must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

E. DURATION. The Grantee shall carry all required insurance until all grant work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this grant and two years for non-construction related grants.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the Grantee's liability under this grant.

G. CONTRACTOR'S PROPERTY. Grantee and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.

H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the grant price.

I. NOTIFICATION. The Grantee shall ensure that all policies provide that the GA shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Grantee no long complying with the above requirements. The Grantee shall provide the GA with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the GA with an updated Certificate of Insurance should its insurance coverages renew during the grant. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Grantee at least 30 days' notice of the change. Grantee must comply, at your expense, and deliver to the GA evidence of compliance before the change becomes effective.

J. CERTIFICATES OF INSURANCE. The Grantee must send to GA, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Grantee must also provide us with evidence of renewal before the expiration date of each insurance policy. Grantee is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . Certificates of insurance must reference the corresponding grant number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:
William Winston, Grant Administrator (DHCD)
1909 Martin Luther King Jr Av SE, Washington DC 20020
771-208-9628
Bill.winston@dc.gov

The GA may request and the Grantee shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Grantee expires prior to completion of the grant, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the GA prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the GA on an annual basis as the coverage is renewed (or replaced).

K. DISCLOSURE OF INFORMATION. The Grantee agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Grantee, its agents, employees, servants or subcontractors in the performance of this grant.

L. CARRIER RATINGS. All Grantee's and its subcontractors' insurance required in connection with this grant shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.

M. WARRANTIES. When applicable, the Grantee should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). GA should collect, review for accuracy, and maintain all warranties for goods and services.

Exhibit I **Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures**

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director	CG	3/24/25
2. Chris Earley, Deputy Director	CEE	3/21/25
3. Julia Wiley, General Counsel	JW	3/20/25
4. Bill Winston, Associate Director of Community Services	WLW	3/20/25
5. Clyde Edwards, Program Analyst	CDE	3/13/25
6.		

SUBJECT:

Director's Comments:

Action							
APPROVAL ☒	CIRCULATE ☐	CORRECTION ☐	FILE ☐	FYI ☐	INVITATION ☐	MEETING ☐	SIGNATURE ☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Lydia;s House- NBAP FY25 Housing Services $268,000.00 Grant # 2025-07

Originating Office

FROM: C. Edwards	TELEPHONE NUMBER:
DATE:3/13/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE:

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

REV 1.0 10/25/23

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

To: Colleen Green CG
Director

MAR 24 2025

Through: Chris Earley CEE
Deputy Director

Through: Julia H. Wiley JW
General Counsel, OGC

Through: Bill Winston WLW
Associate Director of
Community Services

From: Clyde D. Edwards CDE
Economic Development Program Specialist

Date: 3/20/2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Lydia's House in Southeast DC**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$ 268,000.00**
ATTACHMENTS:	**FY25 Grant Agreement #2025-07** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

DISTRICT OF COLUMBIA.

COMMUNITY SERVICES
HOUSING COUNSELING SERVICES

GRANT AGREEMENT

BY AND BETWEEN
THE DISTRICT OF COLUMBIA
AND

LYDIA'S HOUSE IN SOUTHEAST

This Grant Agreement ("Grant" or "Agreement"), is made effective as of March 24, 2025, ("Effective Date"), by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the D.C. Department of Housing and Community Development (hereinafter referred to as "Department," "DHCD" or "Grantor") and Lydia's House, Inc., a District of Columbia non-profit corporation Grantee [DUNS No. Unique Entity Identifier (UEI) HA5MFJL1PBF6] (hereinafter referred to as "Grantee") with its principal place of business at 4101 Martin Luther King Jr. Ave SE Washington DC 20032. Grantor and Grantee shall be collectively referred to herein as the "Parties."

RECITALS

1. The Department with offices at 1909 Martin Luther King Jr Avenue SE, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975, D.C. Official Code§ 6-1001 *et seq.*, and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Department is authorized to fund community based non-profit organizations that provide housing counseling services for low- and moderate-income persons.

3. On June 7, 2024, the Department published a Notice of Funding Availability ("NOFA") in the D.C. Register, which announced the forthcoming issuance of the Fiscal Year ("FY") 2025 Request for Applications ("RFA") for the Neighborhood-Based Activities Housing Counseling Services Program ("HCSP"). The RFA was issued on June 21, 2024, that solicited applicants to provide services to District of Columbia ("District") residents as a part of the Department's HCSP. HCSP includes Public Services ("PS"), and Non-Public Services ("NPS") as defined in Section I herein. U.S. Department of Housing and Urban Development ("HUD") approved counseling agencies employing one or more certified HUD counselors are eligible to provide both PS and NPS services, while organizations which do not have HUD approval status may provide PS services only. The RFA included an opportunity for applicants to provide one or more of seventeen (17) services listed in the RFA. These services include HUD-approved counseling in keeping with 24 CFR 5.100 and related Federal regulations (in 2 CFR Part 200, and 24 CFR Part 214) as well as services related to local DC programs which are administered by the Department. The RFA and the requirements set forth therein are also incorporated by reference herein.

4. The Grantee's RFA application demonstrates that its organization possesses project management, and organizational and administrative capacity to successfully perform as a nonprofit grant subrecipient under the Department's HCSP, and accordingly DHCD has determined to award a grant to the Grantee in FY 2025 ("25" or "2025").

5. The Grantor proposes to fund HCSP grant activities in FY 2025 from its allocation of Community Development Block Grant ("CDBG") funds authorized by Title I of the U.S. Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), 24 CFR Part 570.

6. As a condition precedent to disbursement of the Grant proceeds to Grantee for the sole and exclusive purposes described in Exhibit A (which includes the "Statement of Work" and the approved "Workplan", both attached hereto and made a part hereof), the Department requires that Grantee enter into this Agreement setting forth the terms and conditions of the Grant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are hereby incorporated by reference and made a part hereof.

Section I. Definitions.

A. As used herein, the following terms shall have the meanings indicated:

a) **Fiscal Year**: All references to Fiscal Year(s) ("FY") herein refer to the District Government fiscal year which is October 1st to September 30th
b) **Neighborhood Revitalization Strategy Area** ("NRSA") refers to the HUD approved areas of Wards 7 and 8 which have been designated as strategic areas for revitalization. Services to Ward 7 and Ward 8 regardless of whether Public Service or Non-Public Service, attributed to the NRSA.
c) **Non-Public Services** refers to 24 CFR 5.100 counseling services provided to clients in connection with the purchase of a specific home. All other 24 CFR 5.100 counseling is Public Service.
d) **Public Services** refers to all other services and may include group training and/or one on one counseling.
e) **Performance Periods**: The Performance Period is defined as the start date and end date for which Grant funds are awarded to execute an approved Workplan and Statement of Work in keeping with the RFA for FY 2025. (See Section IV below.)

Section II. Exhibits.

The Exhibits listed below and the terms and conditions of the same are incorporated herein and made a part of this Agreement.

A. Services to be Provided
- Statement of Work
- Section 3 from the FY 25 RFA: Services
- Workplan as approved by the Grantor

B. Budget
- Schedules A (3-1) and A (3-2) for the First Performance Period

C. Required Reporting Forms
- Monthly Performance Report on group trainings/orientations/workshops and one on one counseling (in connection with the Statement of Work and Workplan), as well as reports on DHCD certificates issued, outreach and marketing activities, and upcoming group trainings.

- Quarterly Beneficiary Data and Demographics for each of the following (a) PS, (b) NPS, and (c) NRSA activities.
- Quarterly Language Access Report (Optional)
- Quarterly Banking Report (as applicable)
- Quarterly Procurement Report (as applicable)
- Quarterly Submission of Minutes of Board of Directors Meetings

D Method to determine Client Eligibility for Services
E Budget Modification Form
F Drug Free Workplace Certification
G Service Area Eligibility
H Insurance Requirements
I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Section III. Grant Award

A. The Department shall make a Grant of the District's CDBG Entitlement Grant Federal Award No: B-24-MC-11-0001 ("CDBG Federal Award") to Grantee in an amount not to exceed Two Hundred Sixty-Eight Thousand Dollars and No Cents ($268,000.00) (the "Grant") and is allocated as follows:

Sources and Uses of Funds:

Non-Public Service ("NPS") [CDBG EN]	$ 43,550.00
NRSAs Ward 7 and Ward 8 [CDBG EN]	$ 224,450.00
TOTAL CDBG [EN]	$ 268,000.00

Notwithstanding the source of funds designated above, the Grantor reserves the right to provide funding from another source(s). In all instances, applicable Federal and District laws and regulations shall apply regardless of the funding source. The Grant award shall be used to fund a range of services which HUD has defined as Housing Counseling Services: Public Services and Non-Public Services by a HUD Approved Counseling Agency ("HCA").

The specific Grant activities are described in Exhibit A (attached hereto) which includes
(a) the Statement of Work,
(b) Lines of Services - Section 3.2 of the Request for Applications (RFA), and

(c) The approved Workplan
(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

C. The Grant services will benefit low-and-moderate income persons living in the District of Columbia. In keeping with recent Presidential Executive Orders, Grantees should only use grant funds for US citizens and should maintain such documentation to prove citizenship.[25]

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as Exhibit B. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.

D. The Catalog of Federal Domestic Assistance ("CFDA") number is 14.218.

E. The Uniform Administrative Requirements for Federal Grants are applicable to this grant award and are available online at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1. Also, the Grantee must comply with the Community Development Block Grants regulations 24 CFR part 570 that govern this award and other related HUD regulations, which are incorporated herein by reference.

Section IV. Grant Term and Periods of Performance

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2025. During this term, there are two Performance Periods. The First Performance Period is the Effective Date to September 30, 2025. The Second Performance Period is October 1, 2025, to December 31, 2025.

Funding for each Performance Period is in the sole discretion of the Grantor and requires meeting all due diligence requirements prior to award.

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[25] Examples of such document may include copies of unexpired state issued Real ID identification or driver's license, unexpired US passport or US passport card, active duty Military ID, current Green Card or Naturalization documents with state issued photographic identification.

The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of Grant funds or other Grant assets.

Section V. Statement of Work/CDBG Eligible Activities/Eligible Costs/Business Operations

A. CDBG Eligible Activities

1. Grantee shall use the CDBG Grant proceeds solely to fund Grantor-approved service activities that are intended to provide services and empower low- and moderate- income persons in the District of Columbia to make informed housing choices and achieve their housing goals, whether it's finding affordable rental housing, purchasing a home or obtaining financial assistance for critical home repairs.

The best way to provide this critical information to a client in order to assist them in their decision-making process is to adhere to 24 CFR 5.100[26] [in which a HUD certified counselor conducts (1) intake (2) financial and housing affordability analysis with affordability calculation (3) an action plan and (4) follow-up counseling to implement the action plan and achieve its stated goals].

The Grant services to be provided are described in Exhibit A. This description includes the major tasks, activities and project deliverables to be provided under this Grant. The Grantor reserves the right to alter or change the District of Columbia program requirements including eligibility, services provided, service methodology, service delivery and program goals during the performance period.

The proposed Grant activities are CDBG eligible activities pursuant to 24 CFR 570.201(e).

2. Grantee shall sponsor outreach events that inform the community about the Grant activities and participate in other community events as requested by Grantor.

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[26] 24 CRF 5.100: "Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling."

3. The Grantee must retain records which demonstrate that each activity funded under this Grant is CDBG eligible and document the amount of CDBG funds expended for each activity. This includes the activity itself, the outcomes, and the records concerning beneficiaries in keeping with subsection (B)(2) below receiving services. Any authorizations needed together with beneficiary statistical information should be obtained by the Grantee during intake or registration. HUD does not grant exceptions or authorize the District to make exceptions to this requirement.

B. CDBG National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention of slums or blight; 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. The Grantee certifies that the CDBG-assisted activities to be carried out under this Agreement will meet the National Objective of primarily benefiting low- and moderate-income persons (limited clientele activities) in accordance with Federal and District Requirements. The minimum threshold requires that at least 51% of the households served with CDBG funding must be low- and moderate-income households; provided however, that a Grantee whose application claimed additional scoring points for agreeing to provide Grant services to more than 51% low- and moderate-income beneficiaries, must adhere to the percentage they elected in their application.[27]

In accordance with the Grantee's election in their Application for a grant award and for receiving additional points in scoring, the Grantee has agreed to exceed the minimum requirement and to serve at least 90% low- and moderate-income beneficiaries.

Note: This percentage cannot be decreased as it was used for scoring in a competitive round of funding.

4. The Grantee shall disclose to any client that services are provided free of charge by a Grant funded by DHCD using Federal funds and therefore the Grantee has certain reporting

[27] In responding to the RFA published June 21, 2024, applicants were given the opportunity to receive additional points in scoring for committing to exceed the CDBG minimum threshold to either a 75% minimum or a 90% minimum.

requirements in order to provide the Grant services free of charge. The Grantee shall use appropriate forms to obtain a client authorization, as required, to comply with the terms of this Agreement and to meet HUD reporting requirements,

C. Staffing

Where HUD requires services are to be provided by a Certified HUD Housing Counselor, the Grantee shall comply with that requirement and not permit services reserved to HUD certified counselors to be provided by others.

To the extent applicable, Grantee agrees to secure the services of qualified personnel that are licensed and bonded in the District of Columbia to perform the CDBG Federal Award activities and services listed in Exhibit A.

Any changes in personnel or their general Grant responsibilities as set forth in Exhibit A are subject to the prior written approval of DHCD. In this regard, it is essential that the Grantee immediately report terminations and proposed new hires to the Grantor.

D. Business Operations

1. Grantee shall observe business hours of operation onsite in their service location(s) that align with District Government hours of operation specifically Monday through Friday 9:00 am to 4:30 pm (DC holidays excepted)[28] and shall ensure that sufficient staff are on site at Grantee's place of business to carry out Grant services.

2. During the hours of operations, Grantee shall have live answered telephones for incoming calls. If the Grantee's phone system utilizes an auto-attendant function or voicemail, announced option to the caller must include an option to press a certain key (such as "0" for an Operator) to be connected to a staff person in real time who can answer and field questions, redirect a caller to a staff person who can address a caller's inquiries, or provide registration information. DHCD and other DC agencies such as the Office of the Attorney General may check Grantee's compliance with this requirement from time-to-time.

[28] DC Holidays include New Year's Day, Dr. Martin Luther King, Jr. Holiday, Washington's Birthday, DC Emancipation Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Day.

E. Grantee may offer clients virtual appointments as well as virtual group informational or educational activities, but Grantee shall also provide clients an option for in-person services (including both in-person one on one appointments as well as some in-person group informational or educational activities.) The Grantee shall not refuse in-person services to DC residents.

F. Housing Resource Center (HRC) and Late Night Hours: As required by the RFA, "Applicants selected for the award shall participate (in a regular rotation) in staffing onsite at the Department's Housing Resource Center (HRC). The HRC provides services to DC residents by appointment and walk-ins." The HRC is located in the Grantor's offices at 1909 Martin Luther King Jr Av SE. The HRC coordinator, in conjunction with the Associate Director for Community Services, will develop a schedule in consultation with Grant subrecipients for staffing the HRC on a rotating basis on weekdays.

RFA applicants were awarded additional points in their score by committing to "Extended Office Hours." The options included providing office hours until 7:00 pm at least one (1) day a week in their office location and/or until 7:00 pm at least two (2) days a month in the HRC.

In accordance with the Grantee's selection in their Application for grant award and funding, the Grantee has committed to serve Extended Office Hours Extended Office Hours until 7:00 pm one (1) day a week in their office and one (1) day in the HRC.

Section VI. Disbursement/Required Support Documentation

A. Reasonable, Allowable, Necessary, Allocable

1. Grantee may request reimbursement for actual expenses incurred to provide services and as described in the Grant Budget (A 3-1 and A 3-2). Requests must meet all four criteria: reasonable, necessary, allowable, and allocable. (2 CFR 200.305)
   a. ***Allowable costs.*** Reimbursements are limited to the expenses directly related to activities supported by the grant activities and are subject to the regulations of the Federal and District Governments. Expenses related to activities should be necessary, reasonable, allowable and allocable.
   b. ***Limitations on allowable costs.*** A grantee may not use an indirect cost rate to determine allowable costs under its grant.
   c. **Some *Unallowable costs.*** Expenses that are not allowable include (but are not limited to) sales tax, late fees, debts, tips & gratuities, food, alcohol, controlled substances, cash reserves or investments, money given to individuals (including

donations, grants or loans), contributions to organizations, costs of fundraising, fund development, grant writing, advocacy, lobbying, and purchase of goods or services for personal use or benefit.

2. In addition, Grantee must demonstrate to the reasonable satisfaction of the Grantor that Grant performance milestones have been achieved. All requests for payment of eligible expenses shall be associated with the budget line items specified in Exhibit B (Budget Schedule A (3-1), estimated cost invoices and satisfactory Grant performance.

3. Grantees may not be reimbursed for expenses paid through Cash app or other similar peer-to-peer payment platforms, since such platforms create issues for recordkeeping, auditability, and compliance with grant regulations.

4. The Grantee shall not supplant funds or seek reimbursement for expenses that may be reimbursed by another grant (Federal, District, or private) either prior to or subsequent to reimbursement by the Grantor.

5. The Grantee must have the capacity for bookkeeping and accounting services required to track Grant expenses and create payment requests in keeping with Federal and District requirements, either on staff or by a third-party contractor.

6. The Grantee shall create and submit payment requests in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the Grantee to create and submit invoices by selecting the applicable purchase order number which is listed on the Grantee's profile.

7. All Grantees must be registered in the portal prior to invoice submission. The vendor portal website is **https://cfo.dc.gov./supplier_portal**. Please log onto the portal for further details and instructions. Questions can be submitted to **suppliers@dc.gov**.

B. Form of Submission of Payment Requests

1. The cover sheet to the reimbursement package must be the 30A Form of the Department [RCSD DHCD 306A Revised October 2024]. No other cover sheet is needed. This form should contain the Purchase Order Number, the IDIS Number, and the Partial Payment Number in accordance with Department's guidelines.

Payments requests are contingent upon certification by the Grantee in the following form as contained on the 306A (RCSD DHCD 306A Revised October 2024). The Certification is to be made by the chief executive officer, or the chief financial officer or the chief operations officer if the Governing Board has authorized this officer to act on behalf of the board to sign.

"I certify that all items, quantities and prices of work and material shown in the requisition are correct to the best of my knowledge and belief. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information , or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812." (2 CFR 200.415)

2. Page 2 and Page 3 shall be the Reimbursement Request A 3-1 and A 3-2.

3. Page 4 shall be the Invoice Cover Sheet with:
   a. A unique identifier (e.g. a row number or brief alphanumeric code) shall be assigned by the Grantee to non-personnel invoices and with the same unique identifier marked on each and every supporting document (e.g. receipt, proof of payment, cancelled checks, contracts, scopes of works, services rendered, vendor statement or document, Grantee's notes) submitted. The unique identifier shall be listed on the invoice cover sheet.
   b. Vendor's name
   c. Remittance address
   d. Invoice number
   e. Invoice date
   f. Contract number (also known as Grant Number)
   g. Purchase order number (if any)
   h. Invoice Amount
   i. The Amount which the Grantee is requesting reimbursement
   j. Quantity of goods/services delivered. Deliverables. Shipping and payment terms
   k. Other substantiating documentation that justifies and supports the payment request.

4. Page 4 and subsequent pages as needed shall include the supporting documents for the reimbursement request including signed timesheets, payroll reports, invoices from vendors marked as described above. (See Section E below.)

C. HUD Related Requirements

1. Federal regulations require that reimbursement under the Grant is tied to (a) beneficiary data reporting and (b) program performance. Failure to meet reporting deadlines for performance and/or beneficiary service data will suspend temporarily the processing of Grantee payment requests. Staff unavailability does not waive the requirement to meet reporting deadlines, and Grantee shall ensure that adequate staff are trained or cross-trained to prepare and submit reports timely.

2. The Grantee should be aware that HUD maintains an *Integrated Disbursement and Information System* ("IDIS"), a database in which the Grantor must make reports during the performance period on each Grantee's account. HUD flags subrecipient accounts when reporting is not provided by a deadline. Such a flag shall constitute a default. Multiple flags or failure to meet the conditions for HUD to remove a flag may result in suspension or termination in keeping with Section XII (C) of this Agreement.

D. Schedule for Submission of Reimbursement Requests

1. Requests for reimbursement shall be submitted in a timely manner by the date due. Failure to meet a deadline shall constitute a default.

2. On the 10th day of each month, the Reimbursement Request shall be for the prior month; provided however, the September reimbursement request must be submitted earlier in October on the date specified by the Office of the Chief Financial Officer of the District of Columbia, which is usually between the 5th and 7th day of October. *(Grantee may wish to use other funding sources for the late September payroll to facilitate meeting the deadlines.)*

3. In order to close-out the grant by September 30th, the October request should be the only request submitted in September.

4. The monthly schedule for submission is as follows:

Month	Due Date
March	April 10th
April	May 10th
May	June 10th
June	July 10th
July	August 10th
August	September 10th
September	October 5th or 7th as specified by the DC CFO
October	November 10th
November	December 10th
December	January 10th
January	February10th
February	March 10th

5. As applicable, expenses incurred pursuant to a project commitment in IDIS that has been approved by the Grantor and are otherwise eligible for reimbursement at the Grantor's sole discretion, may be reimbursed, regardless of when those expenses were incurred.

E. Source Documentation

1. All costs and obligations incurred under this Grant Agreement must be supported by source documentation (e.g. invoices, receipts, contracts, canceled checks, etc.). Documentation may also include approved time distribution sheets and certified payroll reports for employees and contracts.

2. The Grantee must satisfy all documentary requirements to the reasonable satisfaction of the Grantor prior to the disbursement of Grant funds.

F. Requirements Applicable to Disbursed Funds/No Escrow

1. Grantee shall not escrow Grant funds. However, nothing shall prohibit the Grantee from supplementing funding for these activities from other sources including other grants, funders or donors.

2. Any cash advances disbursed pursuant to this Agreement must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate

cash requirements of the Grantee in carrying out the purpose of the Grant. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct Grant program or project costs and the proportionate share of any allowable indirect costs.

3. If at any time it is determined that more Grant funds are disbursed to Grantee than what was required by the Grantee's immediate disbursement needs, Grantee shall immediately return to Grantor the excess funds.

4. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations or fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee.

G. The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect cost rate, as further described in Section (C)(4) and Section (C)(5) (Reporting Requirements) below.

H. In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant proceeds within three (3) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant proceeds, unless another date shall be agreed to be the parties in writing. The Grantor reserves the right to recover such losses by any legal remedy available.

Section VII. Budget Modifications

A. Any amendments to the budget (change in the amounts specified in the individual cost categories set forth in Exhibit B). may be approved by the Grant Administrator, so long as the total amount of the budget is not exceeded.

B. Any increase in the total Grant amount must be approved by the Director of the Department. If the change is made at the request of the Grantee, the request shall be in writing dated and shall be submitted on a Budget Modification Form, attached hereto as Exhibit E.

1. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and dated using the appropriate excel format or the appropriate online portal if available.

2. The Grantee shall make modification requests by June 1st, to allow sufficient time for processing prior to the start of the fourth quarter of the fiscal year. No more than two modifications may be required in the performance period. Requests for modification to the budget shall not be approved after June 1, 2025, except for extenuating circumstances specified in writing, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion.

3. The Department will not approve reprogramming of personnel funds for positions not filled in compliance with this Agreement and Grantee's personnel policies submitted to Grantor. If at any time DHCD requires a more detailed budget breakdown than the one contained herein, the Grantee shall provide such supplemental budget information in a timely fashion and in the form and content prescribed by DHCD.

Section VIII. Conditions Precedent to Grant Closing and Grant Disbursement

Grant closing shall mean the date on which Grantee has satisfied all conditions precedent to execution to the satisfaction of the Grantor, at which time both parties have executed and delivered the Grant Agreement. No Grant proceeds shall be disbursed prior to Grant closing.

The following conditions must be met prior to Grant closing:

A. Eligibility Determination. Determination by the Grantor that Grantee's proposed Grant activities meet eligibility and national objective requirements specified by the CDBG Program regulations at 24 CFR §§ 570.200 through 570.209. Grantor has determined that the proposed Grant activities are eligible for CDBG Program funding pursuant to 24 CFR 570.201(e) (provide housing counseling services to low- to moderate-income households).

B. Environmental Clearance. Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historic preservation reviews, and HUD has issued an approval of the release of funds.

C. Due Diligence Submissions. The following items must be delivered to DHCD for approval prior to Grant execution and Grant closing:

1. Articles of Incorporation, organizational by-laws and certification of nonprofit status.
2. Board/Corporate Resolution, memorializing
   a. the Grantee's intent to enter into this Agreement
   b. identifying the total Grant amount of the award
   c. identifying the Grant Number
   d. identifying the funding source(s) of the award, and
   e. identifying the authorized person by name and title who is authorized to sign on behalf of the corporation to enter into this Agreement.
3. Certificate of Good Standing
   a. issued by the DC Department of Licensing and Consumer Protection (DLCP)
   b. certified within 6 months of the Effective Date of this Agreement.
4. Certificate of Clean Hands
   a. issued by the DC Office of Tax and Revenue (OTR)
   b. certified within 90 days of this Agreement.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia to carry out the Grant activities.
6. Evidence that Grantee has obtained insurance, as provided in Exhibit H. If the renewal period for any insurance requirement occurs during the Grant performance period, the Grantee is required to submit to the Grantor evidence (Certificate Of Insurance) of insurance renewal to cover the remaining Grant performance period.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Effective Date.
8. An Affirmative Action Plan ("AAP") must be submitted by the Grantee for review and approval by the District prior to Grant execution and the disbursement of any Grant proceeds. The AAP shall be in a form to be determined by the District and must detail the Grantee's efforts to comply with the District's goals for achieving equal employment in District government contracts and set forth specific standards for the utilization of minorities in all job categories, as required by Mayor's Order 85-85 and District law.
9. Drug-free Workplace Certification (Exhibit F).
10. Debarment affidavit and verification confirming that Grantee is not debarred or suspended or otherwise excluded from or ineligible for participation in federal or District assistance programs under Executive Order 12549 or District law.

D. Opinion of Counsel. Grantee shall submit a written opinion of the Grantee's attorney, which states that the attorney has read the Grant documents and that the Grantee:

- Is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary.
- Has the full authority and legal right to carry out the terms of this Grant Agreement and all documentation required hereunder to be executed by Grantee; and
- Has taken all actions to authorize the execution, delivery and performance of this Grant Agreement and any documents required to be executed in connection with the Grant according to their respective terms

The Opinion shall further state that none of the aforesaid actions, undertakings or agreements violate any restriction, term, condition or provision of the Grantee's organizational documents or any contract or agreement to which Grantee is a party or by which it is bound. The Opinion must identify the Grant Agreement by name and Grant number, and the counsel must specifically identify the documents upon which the Opinion is based.

E. Current on District Obligations. Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant, including all local taxes and charges affecting Grantee's business.

F. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Proceeds, including, but not limited to the Council of the District of Columbia and the Chief Financial Officer of the District of Columbia.

G. Clearance Approval issued by the DHCD Office of Program Monitoring.

Section IX. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. The Grantee shall cure all report deficiencies identified by the Department and resubmit for approval by the Grantor within 14 calendar days of the notification. The requirements of monthly and quarterly reports [VII.(A) and (B) are in Exhibit C.]

A. Monthly Reporting

Monthly Performance Reporting. The Grantee shall use the online reporting portal provided by the Grantor and shall provide a complete performance report by the 10th day of each month reporting on Grant activities, accomplishments and performance of the prior month. Failure to submit the report by the tenth day of the month following the end of each

month shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

B. Quarterly Reporting

On the 10th day of January, April, July, and October, the following quarterly reports for the previous three months shall be due and provided by the Grantee in the form and method required by Grantor:

1. Quarterly Report on **Beneficiary Data and Demographics** (separate reports for PS, NPS and NRSA).

2. **Banking Report** (as applicable)

3. **Non-expendable Equipment Inventory Report** (as applicable) (the purchase or lease of non-expandable equipment). The purchase of all computer equipment must have prior approval from the Department.

4. **Procurement Report** (as applicable).

5. Copies of the **Minutes of the Board of Directors** meetings, which took place during the previous quarter; and

6. **Language Access Report** (optional) -- If services are provided in languages other than English, we encourage a language access report to be made.

Failure to submit any or all Quarterly Reports by the tenth day of the month following the end of a quarter shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

C. Additional Report Requirements

The following reports are due to the Department within the timeframes indicated below. If these documents were previously submitted, they must be updated and resubmitted.

1. Fringe Benefits Report

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects funded from the proceeds of this Grant shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefits rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the change. The report shall be submitted to DHCD within fifteen (15) days of Grant execution.

The fringe benefits rate for any personnel costs funded by this Grant shall not exceed 20% of the base salary rate indicated in Schedule A Form A (3-2) of the budget (Exhibit B).

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to the date of the Offer Letter.

All personnel costs approved under this Grant Agreement must be filled within ninety (90) days of Grant execution or within ninety (90) days of the vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than ninety (90) days, whether intermittent or consecutive, at any time during the Grant period may result in the loss of funds for the position.

Grantee must submit transcripts of training or continuing education for individual staff and counselors to the Grantor.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with CDBG funds, in accordance with the requirements specified in 2 CFR Part 200 (Exhibit D). The property inventory list must include, at a minimum, a short

description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

a. The Grantee shall submit a budget and Cost Allocation Plan showing its direct and indirect costs and the allocation of such costs to the Grantee's activities, including the administration of the activities and services provided under this Agreement. The plan must show all allowable and unallowable costs and how such costs are included in the direct and indirect costs in accordance with 2 CFR Part 200.

b. A current Cost Allocation Plan must be submitted no later than thirty (30) days following Grant execution.

c. The Cost Allocation Plan must include all sources of funding for the Grantee, including this, Grant and to which program/cost centers each source has been applied using the Grantee's chart of accounts (referencing individual budgetary line items).

The Grantee must provide:
i. the total amount of funding from each funding source,
ii. the total staff employed by the Grantee, regardless of funding source, staff allocation per grant/program and the estimated percentage of time spent per grant program.

d. As required by HUD, the Cost Allocation Plan is subject to approval by the Grantor. The Grantee shall cure any defects or omissions in the Cost Allocation Plan within 60 calendar days of the notice to cure.

e. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. The waiver request must detail the reasons for the waiver request and include a copy of the relevant audited financial statements.

f. Claims for reimbursement of documented Grant expenses shall comply with 2 CFR Part 200 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.

5. Indirect Cost Rates

a. Grantees may request reimbursement for indirect costs based on their Cost Allocation Plan. The Cost of Allocation Plan must be reviewed and approved by the Grantor. The Grantee is required to keep records of the expenses charged to the Indirect Cost Rate for monitoring and close-out.

Grantees with Indirect Cost Rates are required to use their indirect cost rate. Grantees with provisional rates must demonstrate the rate is not expired or that it is currently used by a Federal Agency in awarding Federal funds to the Grantee during the current Fiscal Year. Other Grantees may use the Federal *de minimis rate* of 15%. In either case (*De Minimis rate* or Federally Approved rate), Grantee shall maintain records (available during monitoring, or close-out or upon request) indicating which costs in the cost allocation plan and the dollar amount have been attributed to the Indirect Cost.)

Indirect cost rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with supporting documentation. DHCD will not make adjustments to indirect cost rates after June 1st.

The Grantor does not issue or award Indirect Cost Rates.

Grantees who wish to obtain a Federally authorized Indirect Cost Rate are encouraged to contact the "Cognizant Agency" which is the US Department of Health and Human Services.

b. For all personnel costs funded under this Agreement, Grantee must maintain documentation for use of indirect cost funding and provide the same when requested for verification of expenditures in keeping with the approved cost allocation plan, including, but not limited to cancelled checks, employee signed and supervisory approved employee time sheets, invoices and bank records.

c. Expenses charged to an indirect cost rate must be accompanied by and cross-referenced to and reconciled with an independent audited financial statement, which accounts for all (grant funded and non-grant funded) activities by the Grantee during the fiscal year in which the indirect cost rate is based.

6. Organizational Audit

Grantee must submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year.

Note to All Grantees: All Grantees must ensure their financial records are available for review or audit by appropriate officials of the Federal Government and the District Government.

7. Auditor's Management Letter.

Grantee shall submit an auditor's Management Letter to the Grantor at the time it submits the annual audit.

8. Procurement Policy, Accounting Policies and Procedures, and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution, the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of the Grant. These policies and procedures shall be in accordance with the requirements of 2 CFR Part 200. The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

If the Grantee has previously submitted these documents, and the documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a certified statement (the "Re-certification Letter") to the Grant Administrator indicating when the most current document was submitted to the District and certifying that no changes to these policies and procedures have since been made.

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D. Summary of Report Deliverables and Receipt Due Dates:

	Report	Receipt Due Date
1	Monthly Performance Report	No later than the 10th day of each month
2	Quarterly Beneficiary Data	No later than January 10th, April 10th, July 10th and October 10th – a separate report for each use: PS-NPS-NRSA
3	Language Access Report (Optional)	No later than January 10th, April 10th, July 10th and October 10th
4	Fringe Benefits Report	Within 15 days of Grant execution
5	New Hires/New Employees Information (Job Description & Resume) HUD certificate if certified counselor	10 Days prior to the Offer Letter of Employment being sent to the candidate
6	Notice of Vacant Position	Within 10 days following the vacancy
7	Non-expendable Equipment Report	Within 15 days of Grant execution and quarterly thereafter
8	Procurement Policies and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
9	Accounting Manual and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
10	Cost Allocation Plan (based on and tied to the most recent audit)	Within 30 days of Grant execution
12	Independent Financial Audit	Within 90 Days of the Close of the Grantee's Fiscal Year

	Report	Receipt Due Date
13	Single Audit Report (if applicable)	Within 30 Days of submission to the Federal Audit Clearinghouse
14	Auditor's Management Letter	Submitted with the submission of the Audit
15	Requests to revise Budgets and/or Workplans	Prior to the 1st day of June
16	Grantee's Close-Out Report (Section XV.) Inventory Report & Annual Report	Within 90 Days of the end of the Term of the Grant.
17	HUD 9902	Within 30 Days of Submission to HUD
18	HUD Monitoring Report	Within 30 Days of Receipt from HUD monitor or the HUD intermediary monitor.

Section X. Accounting/Audit Requirements

A. Accounting System

1. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in Exhibit B.

2. Accounting records should be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.

3. Any funds provided to the Grantee or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest-bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

Grantee shall submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year, contingent on the following:

1. Grantees receiving an aggregate of $1,000,000 or more from all funders in Federal funds must in accordance with Federal regulations obtain an independent audit (Single Audit Act of 1984 , Single Audit Amendments Act of 1996, and 2 CFR Part 200). A standard audit may be supplied pending the completion and submission of the Single Audit.

2. Grantees:
   (a) Required to be audited by any State or political subdivision(s) thereof (whether by statute or regulation) or
   (b) Who conduct an audit to submit to any government or private funder, or foundation or corporate funder or
   (c) Whose governing body or senior management obtains an audit,

   shall be required to submit that audit to the Grantor upon receipt of the same.

If the Grantee is not audited in accordance with (1) and (2) above, the following shall apply:

3. A Grantee whose corporate entity receives or expends less than $999,999 as reported to the Internal Revenue Service in the 990 Tax Return without amendments, deletions or summarized details must file with the Grantor a financial report prepared by an independent Certified Public Accountant and certified by the same that contains:
   - income statement or Statement of Activities,
   - balance sheet or Statement of Financial Position,
   - statement of Functional Expenses by program or cost centers such statement to break out separately the Grantor's funding by Grantor's program(s) separately from all programs or cost centers used.
   - statement of cash flows, and
   - independent review and certification of the financial statements including a review of the management's financial internal controls.

   In addition, the nonprofit organization must file a biennial audit that covers both years within a biennial period. See 2 CFR Part 200, Subpart F.

4. The Grantee shall fully clear any deficiencies noted in the audit reports within sixty (60) days after receipt by the Grantee.

5. . Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default of this Grant and may result in the withholding of future payments and/or debarment from participation in future Grants.

Section XI. Grant Administration

The Grant Administrator is:

William Winston
Associate Director for Community Services
DC Department of Housing and Community Development
1909 Martin Luther King Avenue SE, Room 304
Washington, D.C. 20020.

The telephone number is (771) 208-9628. All concerns regarding the technical implementation and interpretation of this Grant are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line-item changes and terms) where there is no dollar increase.

Section XII. Repayment of Grant Funds/Grant Performance Monitoring Default and Remedies

A. HUD Monitoring

The Grantee is subject to monitoring by HUD and agrees to provide all required information, data, records, files including client files, case notes, correspondence and emails, reports, beneficiary data, performance data, financial records, supporting documentation, to satisfy HUD monitoring. Notwithstanding the date of a finding by HUD, should HUD make a finding, the Grantee shall be responsible to cure the defect, and should HUD require repayment of Grant funds for any reason to the Federal Government, the Grantee shall be responsible for repayment in the amount specified by HUD. Repayment shall be made to the District of Columbia and by the District to the Federal authority in satisfaction of the HUD requirement. HUD monitoring is not confined to the performance period but extends through the record retention period provided in Section XV.

B. Grant Performance Evaluation

1. DHCD will monitor the performance of the Grantee to ensure that the goals and performance standards stated in the Statement of Work and Work Plan and RFA are being achieved according to schedule and within budget.

2. All records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. Grantee shall make timely submission of all information and/or records requested by DHCD or HUD to assess performance under the Agreement.

C. Suspension or Termination of Grant Assistance

1. In accordance 2 CFR 200.340 and 200.341 and 200.343, suspension or termination of CDBG Grant assistance may occur according to the Default provision in subsection D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner.

2. If Grantee fails to correct the substandard performance within thirty (30) days after receiving written notice from DHCD, suspension or termination of this Agreement will be initiated.

3. In accordance with 2 CFR 200.340(a), suspension or termination of Grant assistance may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

Subject to any applicable notice requirement and right to cure, the occurrence of any of the following shall constitute an event of default:

1. Failure to comply with any of the CDBG Program rules, regulations or provisions referred to in this Agreement, or such other Federal or District statutes, regulations, executive orders, District of Columbia mayoral orders, HUD rulings, policies or directives applicable to this Grant:

2. Failure to comply with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement.
3. Substandard performance by the Grantee or any of its agents under this Agreement, as determined in the sole and reasonable discretion of DHCD; or
4. Improper use of funds provided under this Agreement.

A determination of default shall be made in the sole and reasonable discretion of DHCD.

E. Remedies for Default

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of a written notice to the Grantee, Grantor may take one or more of the following actions, as determined in its sole discretion:

1. Terminate and suspend further disbursement of any remaining Grant assistance.
2. Disallow all or part of the cost of the activity or action that is not in compliance with this Agreement.
3. Wholly or partially suspend or terminate the current Grant award; or
4. Take other legal remedies that may be available.

F. Termination for Convenience

The Grant may be suspended or terminated on the basis of convenience as provided in 2 CFR 200.340(a).

G. Reversion to DHCD of Grant Assistance

1. Upon default by the Grantee under the terms of subsection D above, which has not been cured, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request the following:

i. Any Grant funds in its possession (whether or not committed),
ii. Any accounts receivable attributable to the use of Grant funds; and
iii. The portion of any income directly generated by (or the prorated proportion of) Grant funds for the activities described in this Agreement.

2. Upon final completion of the projects and activities for which CDBG funds have been provided by DHCD, expiration of the term of this Agreement, cancellation, or determination of this Agreement, the Grantee shall transfer any unspent, excess or surplus CDBG Grant funds, to include accounts receivable attributable to the use of the CDBG funds.

H. Grantor Non-Waiver

DHCD's delay or failure to act with respect to a breach by the Grantee does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section XIII. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, and 2 CFR Part 200, as deemed applicable by the Grantor. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Fund Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Organizational Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter arising from this Grant Agreement.

D. Cancellation Ceiling

In the event of cancellation of the Grant because of non-appropriation of funds for a specific fiscal year, there shall be a cancellation ceiling of zero dollars.

E. Anti-Deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, Grantor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code§ 47.105. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-Deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section XI. of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements.
2. Performing technical evaluations as required.
3. Interpreting the Statement of Work and other language in the Grant.
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with the District and other laws and regulations applicable to the Grant.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

Clifford Beckford
Executive Director
Lydia's House in Southeast
4101 Martin Luther King Jr. Ave., S.W.
Washington, DC 20032
Phone: (202) 373-1050
cbeckford@lhndc.org www.lh4us.org

H. Misuse of Grant Funds

Any alleged fraud, waste, abuse or mismanagement of Grant funds shall be immediately reported to the Grantor and the District of Columbia Office of the Inspector General ("OIG"). The OIG may be reached at (202) 724-TIPS (8477) and (800) 521-1639 or at oig.dc.gov

I. Nonassignability

Grantee will not sell, assign, pledge or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

Section XIV. Insurance

A. The Grantee shall obtain at least the minimum insurance coverage set forth in this Section XIV. and Exhibit H prior to the Effective Date and keep such insurance in force, as may be applicable, throughout the Grant period of performance.

B. Fidelity Bond: The Grantee must procure Fidelity Bond coverage in an amount equivalent to the total Grant budget. Pursuant to 2 CFR Part 200, Fidelity Bond coverage is required to protect the District's interest in the dollar amount of the Grant. Should Grantee be unable to procure a Fidelity Bond, Grantee shall submit proof that it has obtained general liability insurance that covers internal employee criminal activity or directors' and officers' liability insurance.

Section XV. Records Retention/Access

A. Records Retention

The Grantee shall retain all records demonstrating compliance with CDBG requirements and that are pertinent to this Grant for no less than five (5) years from Close-out of this Grant Agreement, including any extension thereof made in accordance with Section XVI. [Option to Extend] and including but not limited to Close-Out in IDIS of any HUD requirements. See Exhibit 5.1 in this link: https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-5.pdf

B. Extension of Retention Period

Notwithstanding the foregoing retention requirement in paragraph A above, if any litigation, claim, HUD monitoring or audit is initiated before the expiration of the retention period, records shall be retained for a period of not less than four (4) additional years following completion of the actions and resolution of all proceedings (e.g. litigation, claim, HUD monitoring or audit) involving the records.

C. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility, progress and achievement toward program goals and secure such records in a manner subject to applicable privacy laws. Such data may include, but is not limited to, client name, address, income level, case notes, correspondence and a description of service(s) provided. The Grantee shall use software which is HUD compliant to maintain client records. The Grantee shall transmit client records and files in a manner that is compliant with HUD's Personally Identifiable Information (PII) requirements.

D. Access to Records

All Grantee books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Grant funds shall be made available to the Department, HUD, its designee, representatives of the Inspector General of the District of Columbia or the Office of the DC Auditor at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.

E. National Objectives

The Grantee agrees to maintain documentation that demonstrates that the activities carried out with CDBG funds provided under this Grant meet the CDBG national objective of benefiting low- and moderate-income persons, as defined in 24 CFR part 570.208.

F. Copyright

If this Agreement results in any copyrightable material or inventions, DHCD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Section XVI. Federal and District Public Policy Requirements

Grantee shall fully comply with the following Federal and District policy requirements, as deemed applicable by Grantor:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federal-assisted and federal conducted programs and activities .

C. The requirements of Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

D. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.-) and implementing regulations at 24 CFR I part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

E. The requirements of Executive Order 11246, as amended by Executive Orders 11375. 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

F. The Conflict of Interest provisions of Federal and District laws strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of Federal funds to comply with 2 CFR 200.317 to 200.327 and

any sections of Title of 24 the Code of Federal Regulations concerning CDBG funding which are more restrictive than the Uniform Guidance Code for use of CDBG funds. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within (fifteen) 15 business days of execution of the Grant Agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict-of-Interest declarations to be executed by each employee and board member.

G. The Hatch Act. Chapter 15 of Title V. United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

H. The National Environmental Policy Act or other legislation implemented by 24 CFR part 58.

I. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement as Exhibit F.

J. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991H FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.

2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any grant,

or the entering into any extension. continuation. renewal, amendment of modification of any grant.

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and

c. He or she will include the language of the certification in all sub- grant awards at any tier and require that all recipients of sub-grant awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this Grant imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure, as the applicable grant shall so provide.

K. The Americans with Disabilities Act of 1990 (ADA) - Notwithstanding anything contained herein to the contrary, during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

L. The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are applicable pertaining to economic opportunities for low and very low-income persons. 24 CFR part 135.

M. First Source Program - Contractors and subcontractors of a government-assisted Project totaling $300,000 or more must comply with the District's goals for the recruitment, referral and placement of District residents. See D.C. Law 5-93, as amended, D.C. Official Code§ 2-219.01 et seq.

Section XVII. Close-Out Provisions

Activities and tasks during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor, and determining the custodianship of records (which shall remain the responsibility of the Grantee unless a determination is made otherwise). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over District appropriated funds and the record retention period, whichever is longest. Grantee shall submit the following items within the time frames indicated in this Section after completion of Grant activities or expiration or termination of this Agreement.

1. All activities are eligible, were completed and met a national objective.
2. All grant funds were expended in full, or all remaining funds are to be returned to Grantor.
3. All reporting requirements were completed and submitted (except for the final report that is submitted during the closeout process).
4. Any special conditions were met; and
5. All deficiencies or corrective actions affecting the Grant were resolved.

A. Grant Close-Out Report

The Grantee shall submit to the Grantor a Grantee's Close-Out Report ("Report") within ninety (90) days after expiration of the Grant term, termination of the Grant, or final payment for activities under this Agreement, whichever occurs later. This Report, at a minimum, shall include a narrative of the Grantee's completed tasks based on the activities, performance measures and goals set forth in the Statement of Work. The Report shall be completed using a form provided by the Grantor. The Grantee shall provide any information or data Grantor requests for Close-Out. In the Grantor's sole discretion, the reporting provided during the term of this Agreement may be accepted in lieu of the Grantee's Close-Out Report if those reports contain all information required in this section.

B. Documentation of Expenses

Within ninety (90) days after the expiration of the Grant, the Grantee shall provide to Grantor documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses.

C. Equipment Inventory

The Grantee shall submit to Grantor a list of all furniture, fixtures, equipment and vehicles purchased with Grant funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with 2 CFR Part 200.

D. Audit

The Grantee shall submit an audit or financial statement, as applicable, and as provided in Sections IX and X. of this Agreement.

E. Transfer of Records

Grantee shall, within ninety (90) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

F. Grantee's Obligations

The Grantee's obligations to DHCD remain in effect through the period of record retention as stated in Section XV.

Section XVIII. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion, and if legally permitted, extend the term of the Grant no more than two (2) times for one-year terms, or any fraction of one year, or multiple successive fractions thereof.

B. Grantor will endeavor to provide Grantee a preliminary written notice of its intent to extend at least thirty (30) days before the end of the Grant Term. The preliminary notice does not commit the District to an extension or authorize additional Grant funds to Grantee.

C. Any extension of this Grant is contingent upon the appropriation of funds for the applicable time period. However, the availability of funds shall not obligate the District to extend the Grant.

Section XIX. Total Agreement

The Grant Agreement, including specifically incorporated documents (to include the approved Statement of Work, the Work Plan, the approved Budget and the Grant attachments) constitute

the total and entire agreement between the Parties. Grantee understands and agrees to comply with the incorporated references contained in this Agreement and all applicable District and Federal laws and regulations.

Section XX. Applicable Law.

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia, unless otherwise controlled by federal law. In any proceeding relating to this Grant Agreement, each of Grantor and Grantee, hereby irrevocably submits to the jurisdiction of the Courts of the District of Columbia for the purposes of any suit, action or proceeding arising out of or relating to this Grant or transactions contemplated hereby.

Section XXI. Severability.

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XXII. Amendment.

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Grant activities, or the amounts specified in the Budget without the prior written approval of Grantor. The Grantee may request in writing approval of any proposed change to the Statement of Work or Workplan or the amounts specified in the eligible cost categories of the Budget and shall provide adequate supporting information and a revised budget along with its request. All such requests must be signed and dated.

Section XXIII. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or fully, by the Department.

1. The written or printed materials must include the authorized DHCD logo.

2. Written or printed materials include, but are not limited to, newspaper, radio and television announcements or advertisements, websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.
4. Grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to Grantee.
5. Grantee must provide copies of all marketing materials, brochures, flyers and other materials that publicize grant-funded activities to Grantor via email at dhcd.occo@dc.gov

Grantee shall publicize, as appropriate, to its constituency through social media, print, and online postings, DHCD communications and events that are related to Grant supported activities.

Section XXIV. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code§ 2-531 *et seq*. provides for the disclosure of public information. Specifically, the law provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Official Code § 2-170 l (13) .

This serves as your Notification that information /documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code§ 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXV. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, homeless status, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Sexual harassment is a form of sexual discrimination which is prohibited by the Act and Mayor's Order 2023-131 (Updated District Government Sexual Harassment Policy, Guidance, and Procedures), which is attached hereto as Exhibit I.

The prohibition against workplace sexual harassment extends to third parties doing business with or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies. By executing this Agreement, Grantee affirms that it will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1 I 00 et seq. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated.

Section XXVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addresses:

NOTICE TO GRANTEE:

Lydia's House in Southeast
4101 Martin Luther King Jr. Ave., S.W.
Washington, DC 20032
Attn: Executive Director/CEO
NOTICE TO GRANTOR:

D.C. Department of Housing and Community Development
Community Services
1909 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
Attn: Director

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTOR SIGNATOR PAGE]

DISTRICT OF COLUMBIA, a municipal Corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Colleen Green
Director

Legal Review:

Office of the General Counsel
Department of Housing and Community Development

3/20/25
Date

[Signatures continue on the next page]

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTEE SIGNATURE PAGE]

LYDIA'S HOUSE IN SOUTHEAST
a District of Columbia non-profit corporation

Cliff M. Beckford
Executive Director

03/27/25
Date

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit A Services to be Provided

- Statement of Work
- Section 3.2 Services (from the FY25 RFA)
- Workplan as approved by the Grantor

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education, and training services to support DHCD's housing programs and initiatives and promote compliance with District housing regulations. All of the services are intended to empower potential homeowners, actual homeowners, and tenants to preserve affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership, (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner-occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached work plan and performance measures. Marketing and outreach for the services provided is an activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals, and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of this service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling, (b) the Grantee's additional knowledge of the individual, and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow-up and conduct a final assessment of the services' impact. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program

SECTION 3: PROGRAMMATIC REQUIREMENTS

3.1 Eligibility for Federal Funding

The services in this RFA will be conducted through grant agreements using Federal funds (Community Development Block Grant (CDBG) and, as available, some District Funds. The Department will provide a full informational briefing to the awarded grantee(s) about the grant funding source's ongoing administrative and programmatic requirements. Whether grants awarded under this RFA are funded locally or with federal funds, all grants will be managed to the higher standards and requirements whether Federal or District.

Federal regulations have established national objectives requiring all CDBG-funded activities beneficiaries to be at least 51% low- and moderate-income persons or households. The national objective is achieved through "limited clientele benefit"—that is, by verifying the incomes of each beneficiary of the services provided. The applicant must demonstrate that it has the capacity and the intention to verify the household incomes of beneficiaries to meet the national objective of providing benefits to 51% of low- and moderate-income persons.

Client income certification is also an important element of ongoing program activity for many DHCD housing programs. (See Section 3) Applicants should review in detail the federal income requirements for programs, activities, and grantee (sub-recipient) eligibility under the Community Development Block Grant program regulations at 24 CFR 570. 200-210,

- https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-570/subpart-C?toc=1

and HUD Housing Counseling Program Regulations: 24 CFR Part 214,

ps://www.ecfr.gov/current/title-24/subtitle-B/chapter-II/subchapter-B/part-214?toc=1

3.2 Housing Services: Description of Housing Programs and Services

Please Note: Specifications and programmatic requirements may change from time to time during the award period at the discretion of the Department.

The following describes seventeen services in the Housing Counseling Program. These constitute the services for which the Department is seeking Applicants to provide services to DC residents. Applicants should select at least one service for which they are applying; however, the Applicant may select more than one. The Department is not obligated by the Applicant's selection to make an award. Applicants are responsible to demonstrate their capacity in their application to provide the services for which they have applied. Capacity includes staffing patterns including qualifications and experience, other funding resources, case management systems and programmatic activities. Historical data can also be considered in demonstration of organizational capacity. Applicants should be aware of Legal Citations noted throughout this section as well as the references to the Code of Federal Regulations (CFR).

Category A: HOMEOWNERSHIP

A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program
A6: Income Certification for the Property Acquisition and Disposition Division (PADD) Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY

B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B12: Legal Services for Seniors and/or Coop & Condo Associations
B13: Technical Assistance for Coop and Condo Associations
B14: Technical Assistance for Owners of Small Rental Properties

CATEGORY C: TENANTS AND TENANT GROUPS

C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

Each particular service has specific requirements described in the following pages. Applicants are expected to utilize this guidance in the performance of these services.

CATEGORY A: HOMEOWNERSHIP

Legal Citations Governing Program Area in Category A

Applicants to provide services in Category 1 should review in detail the following legal citations governing the District's homeownership programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for homeownership pursuant to the relevant citations.

- Home Purchase Assistance Program: DC Code 42-2601 and 14 DCMR, Chapter 25
- Employer-Assisted Housing Program: DC Code 42-2501 and 14 DCMR, Chapter 36
- Inclusionary Zoning: Legislation Pending, Bill 17-586, 17-618, 17-619

A1: HUD Housing Counseling
This activity is open to applicant organizations which are HUD approved employing one or more HUD certified counselor(s). Such counseling is often (but not exclusively) in the pursuit of homeownership or credit repair and improvement or to improve their housing condition.

Grantees of this service should be familiar with 24 CFR 5.100 and with 24 CFR 214.

Housing counseling is independent expert advice provided by a HUD certified housing counselor (24 CFR Part 214) customized to the needs of the client. It is aimed at addressing housing barriers and providing support to the client to achieve their housing goals. This counseling service must include: (1) intake (2) financial and housing affordability analysis (3) an action plan[2] and (4) follow-up counseling to implement the action plan and achieve its stated goals *(24 CFR 5.100).*

The action plan should identify the steps needed for the client to achieve his/her housing goals. These actionable steps include, but are not limited to, review of the client's credit report with explanations of its meaning and items that impact (or may improve) the credit score, creation of a budget and methodologies to track one's income and spending, debt reduction planning, and savings planning. Follow-up should track the client's progress toward the goals of the action plan. Other programs and services including group educational opportunities may complement the one-on-one counseling with a certified counselor. Counselors, therefore, may appropriately make referrals to programs and services as well as to group educational activities that support and implement the goals of the action plan.

Counseling organizations are required to maintain case files including items 1-4 above as stated in 24 CFR 5.100. It is critical that files with records and case notes be kept in such a way that if a client's counselor is no longer available, either temporarily or permanently, another certified counselor in the organization can understand based on the file the client's circumstances, action plan, progress and where the client is in achieving his/her housing goals.

Organizations providing this service should have working experience with credit counseling and repair, with consumer credit bureaus and consumer credit laws. Ideally, they should be familiar with creditor tactics, liens, judgments, repossessions, and other obstacles to credit improvement.

It is critical for the counseling organization to make efforts to keep the client engaged in the counseling process and such attempts and outreach should be documented in the case file.

In accordance with HUD requirements, counseling organizations may close files if a client does not respond to outreach efforts over 60 days. The last outreach attempt should document that the file will be closed as of a specific date if nothing further is heard from the client. If the client should return to client after the 60 days, a new file should be opened.

[2] Except for reverse mortgage counseling.

Post-purchase follow-up

a) Grantees must continue their counseling relationship with customers once they become homeowners. This follow-up should continue for a period of time after purchase to ensure the homeowner's housing stability.
b) Grantees may make use of post-purchase programs using either their own programming or making referrals to other Grantees who provide such programming (*e.g.* B1 General Home Management and B2 Foreclosure Counseling).
c) If problems arise, it will be the grantee's responsibility to address them quickly as time is of the essence, and to address them as efficiently as possible. Where the District's investment is involved, counseling should include ways to protect the DC investment.
d) When working with clients who have an HPAP deferment period ending, Grantees must provide dedicated counseling services to those borrowers. In particular, grantees will be asked to make an updated assessment of each borrower's financial status regarding the appropriateness of continued deferment.
e) Potential delinquency, or foreclosure prevention, counseling will be provided to any borrower who is experiencing difficulty.
f) If problems continue with these loan clients, this counseling will become a home preservation activity.

A2 8-Hour Homebuyer Education Class (HBE)

This activity is open to applicant organizations which are HUD approved counseling organizations employing one or more Hud certified counselors.

The Department seeks HUD Approved organizations to provide the 8-Hour Homebuyer Class. This is in support of the Department's many programs for which the 8-Hour Homebuyer Class is a requirement, and also for other DC residents who seek to take this class in preparation for homeownership and for their knowledge.

Organizations should take as a serious obligation to conduct this class with knowledge staff (HUD certified counselors). The class is conducted in a traditional in-person setting or in a virtual online setting.

Those who successfully attend and complete the class should be provided with a DHCD certification (in the format approved by the Department) indicating their completion of the class and dated appropriately. Monthly attendance and award of certificates should be reported to the Department monthly. The class should be presented frequently enough to meet programmatic needs of DHCD programs. Class dates should be provided to the Department for inclusion on the DHCD calendar. Presentations should be given by staff, not outside speakers. Grantees are welcome to collaborate in the conduct of these classes.

A3: Intake for DC Homebuyer Programs (HPAP/EAHP/NEAHP)

The Home Purchase Assistance Program (HPAP) is the primary DHCD program for first-time homebuyers. HPAP provides interest-free loans that include closing cost assistance to eligible applicants. Under this program, homebuyers may have the opportunity to purchase houses,

condominiums, or cooperative units in the District. DHCD has additional homeownership programs which are associated with HPAP, and which are targeted to specific populations or geographic areas or may meet specific home buyer needs.

The satellite programs are:

(1) The Employee Assisted Housing Program (EAHP) provides assistance to District of Columbia Government employees, who are first-time homebuyers in the District; and

(2) The Negotiated Employee Assistance Home Purchase Program (NEAHP) provides down payment and closing cost assistance to certain District of Columbia Government employees whose position is covered by specific union collective bargaining agreements.

Wherever the acronym "HPAP" is used, the same applies to the EAHP and NEAHP programs.

Prior to HPAP Application

Clients interested in HPAP assistance who have a pre-approval from a lender, should be assisted with making an application to the HPAP as expeditiously as possible. Those without a pre-approval letter from a lender are required to engage in HUD Housing Counseling (see A1 above) in order that they have the benefit of credit counseling and homeownership preparation. The action plan should include the actionable steps needed to ensure success as a homeowner and to achieve a pre-approval letter from a lender. Once a pre-approval letter has been obtained, the client with the Grantee's assistance should proceed to making their application to HPAP.

Application Process

For grantee organizations, this relationship management function includes working with first-time homebuyers throughout the homeownership application, preparation, purchase, and post-purchase process. Counseling will be focused on low- and moderate-income populations.

Once HUD credit counseling is completed the HPAP process includes:

(Optional) Applicant organizations may conduct pre-purchase seminars which include information and requirements of the HPAP programs. A DHCD Certification should be provided to attendees and recorded with DHCD.

Application Intake includes document collection of those documents needed. These should be collected in person or by means of a secure portal. Email is not considered a secure means for transmission of information which could be used for identity theft or other criminal activity. Drop-off at a staff office to an employee is acceptable.

Once the application package is complete, the organization submits to the appropriate HPAP administrator.

Homebuyer Education (8-hour class) (A DHCD Certification should be provided to 8-hour Homebuyer Education attendees and recorded with DHCD.)

Post-Purchase follow-up (Records of those follow-ups should be maintained by the organization. See Post-purchase in Service A1)

Organizations will be responsible for: (1) the application process, which includes delivery of completed applications to the HPAP Administrators; (2) completion of the application form itself and collection of all required supporting documentation, and (3) maintaining performance and reporting data, and databases as needed by the Department.

A4: Inclusionary Zoning Orientations

Introduction to IZ/ADU Programs:

The District's Inclusionary Zoning (IZ) Program requires a certain percentage of units in a new residential development, or a substantial rehabilitation that expands an existing building, be set aside as affordable units. The goals of this program are to increase the supply of affordable housing for low- and moderate-income households, to support the creation of mixed-income communities, to prevent rising home prices from driving out low- and moderate-income residents, and to leverage the expertise and capacity of the private market to develop affordable housing.

Affordable Dwelling Units (ADUs) are defined as for-sale and for-rent homes that are locally restricted for occupancy by households whose income falls within a certain range and are generally offered at a below-market rate. ADUs are generally produced in exchange for zoning relief, tax incentives, public financing, and/or the right to purchase or lease District-owned land. Specific ADU provisions, such as the affordability period, income limits, and resale restrictions, are set out in deeds, covenants, land disposition agreements, ADU administration plans and other originating documents.

ADU provisions have historically varied from project to project, as each is a result of a unique negotiation or project approval. However, ADU restrictions are becoming more standardized and more similar to standard IZ requirements.

Organization roles and responsibilities:
Provide mandatory IZ Orientation. The department's PowerPoint presentation must be utilized. Presentation and answers to participants' questions must conform to agency guidelines.

DHCD seeks organizations which will provide programmatic rental and homeownership counseling services in support of both of the above programs. Information about these

programs is available through DC Housing Search https://www.dchousingsearch.org , counselors will be required to utilize DC Housing Search, and train potential customers in how to search for affordable housing through DC Housing Search.

Grantees will be required to become familiar with the program requirements and procedures, as required by DHCD. In the last few fiscal years, the IZ program has produced approximately 400 new affordable units each year.

Orientation:
In particular, organizations are required to conduct IZ Orientations to help residents to be familiar with all programmatic requirements for the IZ program.

Organizations must conduct and coordinate this mandatory orientation session in a traditional and virtual classroom settings. They must provide interested applicants/residents with the relevant terms of the program, including next steps and other information as required by DHCD.
DHCD currently provides standard slides and certificate templates to use for this orientation and will provide training to grantees.

Completion of this orientation class is mandatory before an individual may register for the IZ program and individuals must renew registration every two (2) years to remain on the IZ registration list.

The class must be conducted at least monthly beginning within 30 days after the grantee's application is approved. Coordination of this class will include publishing upcoming class dates, accepting reservations via phone, email, or other method, allowing walk-ins if space is available, providing attendees with a certificate of completion (in a format approved by DHCD) upon completion of the class and providing at least monthly attendee data to DHCD. It will also include ensuring that attendees receive all required training materials, and shall be presented by grantee staff, not outside speakers.

Grantees must train program participants in the terms and specifics of the IZ and ADU Programs (training guidance will be provided by DHCD) and provide additional pre and post homebuyer education training.

Grantees must also provide data to DHCD on a regular basis as determined and requested by DHCD, including but not limited to the names and contact details for individuals who have received a DHCD certificate and the number of attendees at IZ orientations.

A5: Income Certifications for the IZ/ADU Units Programs

The agency seeks two organizations to provide income certifications for participants in the Inclusionary Zoning and Affordable Dwelling Units programs. Income certifications are expected to be conducted under a uniform process prescribed by DHCD and following HUD Part 5. DHCD has established requirements for approving Certifying Entities, including

specific IZ and ADU training.

Grantees are expected to become Certifying Entities pursuant to DHCD requirements. Grantee organizations will be required to ensure that program participants understand that income and occupancy restrictions apply to their IZ units and ADUs. Grantees will also be expected to complete income certifications for newly selected households and for renewing tenants. Grantees will be working closely with individuals, property management/leasing staff, sales agents and DHCD. DHCD will provide the necessary forms and procedures, but Grantees will collect the necessary paperwork from individuals and complete the income and household size verification process. Upon successful certifications, Grantees will notify DHCD and the sales/leasing staff.

Such restrictions may include but would not be limited to: (1) the specific affordability period, (2) conditions for, or prohibitions against, subleasing, and (3) resale restrictions. Ongoing outreach and assistance to occupants of IZ units and ADU is required in the areas of programmatic requirements and homeownership counseling.

A6: Income Certification for PADD Applicants

The Property Acquisition and Disposition Division (PADD) encourages vacant and/or abandoned property owners to rehabilitate and/or occupy their properties. PADD acquires vacant, abandoned, and deteriorated properties through negotiated friendly sale, eminent domain, donation, or tax sale foreclosure, when owners are unwilling or unable to maintain their properties. PADD also disposes of properties in inventory by selling them to individuals or developers to be rehabilitated into high-quality affordable and market-rate single-family and/ or multi-family for-sale or rental housing in District neighborhoods.

For DHCD, the activities of this Division create affordable homeownership and rental opportunities for low- and moderate-income households. Grantees must counsel these households as they qualify for and occupy these new homeownership and rental units. DHCD seeks one or more organizations which will provide counseling or training services for affordable units made available through PADD.

Because PADD units are not produced through a traditional homebuyer program, an intensive marketing and outreach effort to our target population will be required of grantees. Counseling services will also involve conducting income certifications and re-certifications for purposes of admission and continuing participation in this program. Income certifications are expected to be conducted under a uniform process prescribed by the Department. For PADD, grantees must ensure that program participants understand that income, or occupancy, restrictions apply to their unit. Such restrictions may include but would not be limited to: (1) the specific affordability period; (2) conditions for, or prohibitions against, subleasing; (3) potential rent increases; and (4) resale restrictions. The specific unit covenant

terms will be communicated to stakeholders by the Department, but grantees must facilitate communication with stakeholders.

A7: Public Services: General Coaching and Information

Public Services may be undertaken by Applicants which have not yet obtained HUD Approval and may not employ a HUD certified housing counselors. (HUD Approved organizations who are applying for A1 or A2 do not need to apply for this service, since they are able to provide these Public Service activities in connection with their other lines of services.

These activities are frequent but not exclusively in a group setting. These may be virtual or in-person, as long as an in-person option is provided. Grantees may utilize Homebuyer Clubs as an effective tool for keeping clients engaged in homebuyer preparation when a long-term period is needed for better positioning to be a first-time buyer.

They may include group trainings on understanding credit and credit reports and involve savings programs.

Public service staff are required to train clients to utilize available tools, such as DC Housing Search https://www.dchousingsearch.org to locate affordable housing for sale and for rent.

CATEGORY B: COUNSELING AND TRAINING FOR HOME PRESERVATION

B8: General Home Management (Post-Purchase Non-Delinquent)

Post-purchase counseling is essential for Homeowners who have purchased their homes, are not delinquent in their mortgage payments and would like to remain successful by creating a realistic financial plan to avoid financial pitfalls and protect and retain their homeownership. Post-purchase counseling is essential to understand local post-purchase behavior, especially low-moderate income homeowners, that can be supported by education and supportive programs to ensure recent homeowners understand what to do in the event of hardships. Organizations that provide post-purchase counseling sessions and education workshops will ensure their topics consist of the following:

1. Prepare a maintenance plan for major household systems and repair strategies.
2. Emergency preparedness plan to assist client in case of disaster.
3. Understand consequences of not paying taxes, HOA payments or community assessments.
4. Explain the benefits of establishing an emergency fund and retirement or tax-incentivized accounts.
5. Provide knowledge of home improvement financing options like HELOCs and give counsel on how to apply for additional financing to renovate property.

6. Access the client's understanding of the process of refinancing the home and incurring more debt.

This counseling activity may include, but not be limited to, appliance warranty disputes, contractor disputes, disputes with mortgagors, will and estate issues, including transfer-on-death deeds, etc. In this service, grantees must serve as advisor-educators and are prohibited from giving legal advice. Grantee activities should focus on low—and moderate-income populations.

B9: Foreclosure Counseling

Homeowners who are delinquent in loan payments (as well as those in danger of delinquency) need to know what options are available to them. Similarly, those in foreclosure need to know their options and resources that may assist them, especially if available legal services are available.

Organizations are required to provide foreclosure prevention counseling that helps homeowners at risk understand the foreclosure process in Washington, DC, determine their legal rights and identify options to avoid foreclosure.
Organizations will assist struggling homeowners with loss mitigation, communicate with mortgage servicers and provide services such as the following:

1. Provide advice and coaching to assist clients with creating a budget based on financial goals. Assess the current financial situation and develop short and long-term strategies to reduce expenses and debt to achieve client goals.
2. Explain loss mitigation. Explain the requirements of a loss mitigation package and evaluate the client's loss mitigation options for FHA and non-FHA loans.
3. Provide examples of mortgage default scams and ways to avoid being a victim.
4. Explain the consequences and costs associated with a foreclosure, short sale, or deed-in-lieu.
5. Explain the foreclosure timeline and devise a plan if the client is unable to stay in the home and assist the client in mortgage default recovery. Demonstrate the impact of a mortgage default.
6. Work with displaced residents seeking referrals for housing.

Grantees work with homeowners who are delinquent in their mortgage payments, or who are in foreclosure, or in post-foreclosure. These counseling services are also offered to owners of multi-family properties, and ownership associations. This counseling serves as a central element of DHCD's overall foreclosure prevention strategy.

It is critical to address the District's foreclosure crisis. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Grantees also work with the Department of Insurance Securities and Banking (DISB) to protect clients against scam operations that prey upon residents who are subject to foreclosure. Grantee organizations extract data for outreach and targeting efforts from the Office of the Recorder of Deeds, which provides a listing of all official foreclosures in the

District on a weekly basis. DHCD seeks one or more organizations that will provide foreclosure counseling services which include, but may not be limited to, all of the above-described foreclosure prevention activities.

For grantees, this counseling function means working with troubled homeowners, utilizing all foreclosure prevention or mitigation tools available, and if necessary, working with customers throughout their foreclosure or post-foreclosure process. Grantees must provide full assistance and advice to troubled homeowners. Grantees will be responsible for: (1) assessing the homeowner's circumstances, (2) educating the homeowner about the full implications of mortgage delinquency and foreclosure (3) exploring and providing options of action for the homeowner (4) providing tools or alternative support that may further assist the homeowner (5) developing and executing a best action plan for either saving the home or undertaking the best course for the homeowner, and (6) tracking the results of their counseling efforts. In addition, grantees will provide ongoing performance and reporting data and databases maintained.

Post-Foreclosure Counseling: It is critical that grantees continue their counseling relationship with customers, even if the home cannot be saved. Grantees must follow up with troubled homeowners for a period of time after any action plan has been executed. If the home has not been saved, counseling should be made available, and if necessary, referral to other needed services. If the home has been saved, counseling follow-up is also necessary to ensure that the ongoing action plan is being properly implemented. If more problems arise, it will be the grantee's responsibility to address them as quickly and as efficiently as possible.

With the passage of the Saving DC Homes from Foreclosure Emergency Amendment Act of 2010, troubled or delinquent District homeowners have the right to engage in mediation prior to foreclosure. As a result, DHCD requires grantees to provide counseling related to this mediation process.

Grantees must be familiar with the Law, its regulations, and the mediation process which has been implemented by the Mediation Administrator at the DC Department of Insurance, Securities, and Banking. Grantees must educate troubled homeowners in the decision factors related to mediation election, and, if necessary, prepare them for mediation. In some cases, counselors may be asked to accompany, or represent, troubled homeowners in the mediation process. Grantees must ensure that all customers who elect mediation complete and submit proper documentation in a timely manner. Grantees must ensure that the best interests of troubled borrowers are protected throughout the mediation process. Finally, DHCD expects grantees to follow-up after the mediation process is complete to ensure that any final mediation agreement is properly implemented.

B10: Eviction Counseling

Applicants who have HUD certified counselors or NeighborWorks America foreclosure certified counselors may offer this service. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Training should also include knowledge of laws and legal procedures governing eviction.

Eviction has long created housing instability for renters, and especially among low- and moderate-income households. For those at the lower end of the economic scale, eviction has caused not only housing instability but also employment insecurity and homelessness. Studies have shown that lack of access to legal representation has resulted in markedly different and detrimental outcomes as compared to renters who have legal representation. After legal representation, the next most effective range of services includes alternative dispute resolution (or mediation), knowledge and guidance in court navigation, and effective management of legal and tenant-landlord documents. In addition to housing instability, eviction also has credit impact for the tenant.

It is critical to provide those in danger of eviction with counseling to make informed decisions. This includes access whenever possible access to legal services. Also, appropriate training includes information about tenants' rights and obligations, the credit impact of eviction, use of payment plan agreements, understanding of court processes and procedures, and access to alternatives to court procedures. When tenancy is lost, counseling for housing alternatives is needed and a path forward to credit repair.

B11: Single-Family Residential Rehabilitation Program

The Single-Family Residential Rehabilitation Program (SFRRP) administers grants to District homeowners for roof repairs and for modifications to eliminate barriers to accessibility for persons with mobility or other physical impairments. Projects approved for SFRRP require a covenant on the property to protect the District's funding of the project.
DHCD seeks one or more organizations which will provide application intake services to SFRRP applicants throughout the grant process.

> **Mandatory Counselor Intake Training:** Grantees for this line of service are required to attend training with the SFRRP team in September to be introduced to updated aspects of the SFRRP for FY25. It is critical that the grantee have a solid understanding of the updated program and the requirements for applications. Therefore, the September training is mandatory for SFRRP intake counselors.
>
> **Application Period:** Applications for SFRRP will only be taken between October 1, 2024, and December 31, 2024. To be considered applications during this period must be complete. Lack of required documentation or information will not "hold a place" in the program if not provided before the December 31, 2024. The Department at its sole discretion reserves the right to close the program prior to the deadline if funding is depleted or no longer available.

Information Session for Applicants: The Department will provide Grantees with a PowerPoint presentation outlining the program and its requirements. Intake counselors are required to use this presentation with all potential applicants either in a group sessions (such as an Orientation) or in a one-on-one session with the potential applicant.

Grantee's and Counselor's Responsibilities: (1) use the Department PowerPoint presentation to present the program to potential applicants, answering questions from residents interested in the program; (2) complete the application document and collection of **all required** supporting documentation *(incomplete applications will not be accepted)*; (3) post-application and post-grant support; and (4) providing performance and reporting data as required.

45 Day Period: It is critical that no application be uploaded in the SFRRP portal unless it is complete with all required documents and intake form completed. If an incomplete application is uploaded in the portal, the SFRRP staff will notify the counselor and the applicant that the application cannot be accepted. The notification state that what is complete and state the **applicant has 45 days** to provide the requested information including documents. After 45 days if the application remains incomplete, the application will be closed as incomplete for funding.

Application Portal: Counselors will need to provide their name and contact information (e.g. email) when uploading in case SFRRP program staff need to follow up.

Legal Citations Governing Program Area for Category B:

Applicants to provide any service in Category B should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

- Lead Safe Washington 24 CFR, Part 35, 24 CFR, Part 85.37, Section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992
- Single Family Rehabilitation 14 DCMR, Chapter 28 First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
- Saving DC Homes from Foreclosure Emergency Amendment Act of 2010 (DC Act 18-635; 57 DCR 12404)

B12: Legal Services for Homeowners and/or Coop & Condo Associations

The Department seeks organizations to provide legal services to provide one or both of the services noted below. Grantees will conduct outreach to low- and moderate-income populations in need of these services.

- Legal Services to Seniors
  Seniors who are homeowners can be assisted by the Applicant to have legal services to assist Seniors to avoid housing instability or the loss of ownership of their home. In addition to their own attorney staff, Applicants may seek *pro bono* services from other members of the Bar.

- Legal Services to Coop-Condo Associations
  Legal services may be provided to Cooperatives and/or Condominiums ("Associations") to ensure housing stability. If Associations have problems in areas of legal entity status, required legal or financial filings, compliance issues, risk management concerns, board and member training, best legal practices, and collection of association fees (to name of few), such issues may threaten the member's housing stability, and the owners' (or members') investment in their properties. Selected applicants will provide legal services to Associations in low- and moderate-income census blocks to mitigate these concerns, to preserve housing stability of owners and to ensure well-functioning Associations and Boards.

B13: Technical Assistance for Coop and Condo Associations

The Department seeks one or more organizations to provide technical assistance to Associations. The situation many Associations may face is a need for training in best practices of Association management. Training in best practices and frequently encountered problem situations may be offered by the grantee not only to the Association Board but also to the owners in the Association. Association boards and their member owners frequently face issues of association fees not being paid, lack of income to fund reserves, special projects that would require a special assessment, and decisions of taking court action or being the defendant in a court action. These are just a few of the legal issues which may arise for the Association, in addition to the more routine matters of by-laws and required legal documents for the operation of the Association.

B14: Technical Assistance for Landlords of Small Rental Properties

Landlords of small rental properties face enormous challenges. They frequently lack the staff and the resources of large multi-family properties to deal with the many details of operations and asset management. Small unit properties cannot readily absorb mistakes or challenges.

In a ten-unit property, one vacancy is a 10% vacancy rate, while one unit in a 100-unit property is 1% vacancy rate. Yet, small unit properties are often the affordable renter properties. To preserve this housing stock as an affordable option, DHCD seeks grantees to provide Technical Support to Owners of Small Unit Properties (of 30 units or less).

Services can be provided through group training as well as through one-on-one counseling. Like many small business owners, owners can often benefit from a better understanding of accounting practices and financial statements (balance sheet, income statement, cash flow report). Knowledge of financing options is another common to many business owners. Topics such as these are particularly suitable to the needs of owners.

1. **Property Management Software**: Landlords often need help selecting and implementing property management software to track rent payments, maintenance requests, tenant information, and other critical operational data.

2. **Legal Compliance**: Guidance on navigating complex local, state, and federal housing laws and regulations related to fair housing, security deposits, evictions, and other landlord-tenant issues.

3. **Financial Management**: Guidance with accounting, tax preparation, and financial planning specific to rental property ownership and operations.

4. **Maintenance and Repairs**: Access to vetted contractors, tradespeople, and service providers to handle property maintenance, repairs, and upgrades in a timely and cost-effective manner.

5. **Tenant Screening and Selection**: Guidance and best practices with tenant screening processes, background checks, and selecting responsible renters to minimize vacancies and evictions.

6. **Marketing and Leasing**: Help with listing vacant units, advertising, showing properties, and executing leases to keep units occupied.

7. **Emergency Response**: Guidance on developing emergency plans and protocols to address unexpected events like natural disasters, property damage, or tenant issues.

8. **Asset Management Issues**: The ratios and metrics of asset management for multi-family properties provide a helpful guide to best practices. For example: Many landlords are unaware of the effect that certain metrics have in their properties. Slow "Make-Ready" times, refers to the length of time it takes to prepare an apartment to be shown to prospective tenants. Similarly, "turn time" refers to the times it takes to find a renter and receive the first month's rent. Slow turn times are also a drain on resources. When there are slow "make ready" and slow "turn times" the combined effect can be detrimental for the property's future. High turn-over rates among renters is another draw on the income. Other issues and topics include: What to do when you have a tenant who is not paying rent? What are the alternatives to eviction? How do the Court work? Are there pre-eviction resources? What legal services are available to the owner?

CATEGORY C: TENANTS AND TENANT GROUPS: SERVICES RELATIVE TO Tenants Opportunity to Purchase Act, Rental Conversion and Sale Division, and Rental Accommodations Division

The DC Tenants Opportunity to Purchase Act (TOPA) seeks to protect tenants and tenant groups from displacement due to sale of the property. The law allows tenants to purchase their apartment building. Tenants have the choice of maintaining the apartments for rent or converting to cooperatives or condominiums. DHCD seeks to preserve affordable housing in the District and limit displacement of low- and moderate-income households. For groups that choose coop or condo conversion, this provides a path to homeownership.

DHCD provides both financial assistance and technical assistance, as well as specialized organizational and development services, for tenant groups who are pursuing the purchase of their apartment buildings. Through DHCD's Development Finance Division, organized tenant associations may be provided with seed money, earnest money deposits, and acquisition and/or rehabilitation assistance. After acquisition and rehabilitation, DHCD also provides ongoing Board training and property management support to the newly formed cooperative or condominium Boards.

C15: TOPA: Pre-purchase Training

DHCD seeks one or more organizations which will provide pre-acquisition organizational and developmental counseling and training to tenant groups or tenant associations in support of their intent to purchase their building. These tenant groups must be preliminarily qualified as eligible for DHCD's Tenant Purchase Technical Assistance program. Grantees must provide the following services to tenant groups:

a) establishment of a tenant association.
b) selection and appropriate training of Board members.
c) training of captains (court, building and floor).
d) training in roles and functions of committee members; (5) training tenant groups in detail about the building purchase process.
e) training tenant associations in property management techniques.
f) provide training to the tenant association on each type of ownership; and conducting surveys of tenant associations to determine the appropriate form of ownership for their building (cooperative or condominium).

It is critical that Grantees in this service maintain an outreach to educate and inform low- and moderate-income tenants about their rights and opportunities provided by TOPA. Grantees are encouraged to make this a central aspects of their marketing plan, and to create

opportunities as well as avail themselves of opportunities to participate in educational outlets to reach tenants. Collaboration with other Grantees in this or similar service lines is encouraged. Grantees should participate in DHCD when and as those opportunities for outreach are available.

While training the tenant association, the grantee must be able to prepare and submit appropriate documentation required in the purchase process, including but not limited to tenant profiles and feasibility analyses, response to Notice of Sale of Building, preliminary development, acquisition, and rehabilitation plans, and operational plans.

The grantees must have skill and experience in negotiating the lease or purchase of the building. In addition, grantees must assist tenant groups in procurement related to the development, purchase, and rehabilitation process, including but not limited to attorneys, architects, engineers, financial and developmental consultants, private developers, appraisers, and property managers.

C16: TOPA: Post-Purchase Training

DHCD seeks one or more organizations which will provide ongoing post-acquisition counseling services which include property management and Board training for properties which have been purchased and/or rehabilitated with financial assistance from the DHCD Development Finance Division's First Right Purchase program. Generally, these are multi-family properties that have been purchased through limited equity cooperative agreements or condominium purchases. Therefore, non-profit Board training and development skill and/or experience, as well as multi-family property management skills are critical to providing effective counseling services. Services to be provided under this activity may include, but are not limited to:

a) establishing standards of evaluation for each participant's financial status and leadership capacity.
b) conducting annual management reviews of all Boards, oversee election and
c) training of new Board members.
d) assisting in the establishment of appropriate arrangements with required service providers such as exterminators, garbage collectors, landscapers, etc.
e) assisting in capital management planning and a stabilization plan for rehabilitation and/or refinancing.
f) tracking property vacancies and reviewing new applications for membership.
g) establishing and reviewing membership guidelines.
h) technical assistance in accounting, budgeting, and the preparation of financial statements for long-term financial viability.
i) providing Board of Directors with training as appropriate; and

j) other required management and support duties. Grantees will assist the condominium or cooperative in developing a budget for the overall management and carrying costs of the property.

Grantees will assist the Board and membership in all aspects of management, such as completion of the audit, Fair Housing issues, required individual, property, and Board insurance, taxes, the role of Board officers, evaluation of monthly financial performance, training on lender compliance, i.e. loan payments, income requirements. DHCD will likely negotiate assignment of specific properties to grantees for this service.

Legal Citations Governing Program Area in Category C:

Applicants to provide any service in Category C should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
Tenant Purchase Technical Assistance Program DC Code 42-3404.02
Rental Housing Conversion and Sale Act of 1980, as amended (DC Code 42-3401.01 et. seq.) (Also known as the Tenant Opportunity to Purchase Act or "TOPA")

C17: Services for Tenants and Tenant Organizations
(in partnership with Housing Regulation Administration, Rental Accommodation Division, Rental Conversion and Sale Division).

Activities under this service will supplement and enhance the services provided by DHCD's Housing Regulation Administration (HRA), which includes the Rental Accommodations Division (RAD) and the Rental Conversion and Sale Division (CASD).

RAD administers the Rental Housing Act of 1985 (D.C. Official Code § 42-3501.01 et seq.) which regulates residential rental housing registration and the rent stabilization program (commonly known as rent control). RAD oversees rent adjustment procedures, processes notices to vacate, reviews tenant petitions prior to adjudication by the Office of Administrative Hearings and adjudicates most types of landlord petitions. RAD also proposes rules and regulations for administration of the Rental Housing Act for review and publication by the Rental Housing Commission.

CASD administers the Rental Housing Conversion and Sale Act of 1980 (D.C. Official Code § 42- 3401.01 et seq.) which regulates the sale or transfer of ownership interests under the

Tenant Opportunity to Purchase Act of 1980 (TOPA) (D.C. Official Code § 42-3401.01 et seq.), the conversion of use of rental housing to condominium or cooperative ownership and residential condominium formation and registration under the Condominium Act of 1976 (D.C. Official Code § 42-1901.01 et seq.). Further, CASD administers a Housing Assistance Payment program (HAP), under which tenants may be eligible for rent assistance if they are displaced due to the conversion of use of their apartment building to condominium or cooperative ownership.

CASD also proposes rules and regulations for administration of the Rental Housing Conversion and Sale Act of 1980.

DHCD seeks one or more organizations which will support RAD and CASD operations by providing counseling and tenant education services to tenants and tenant groups. Grantees must provide counseling and training assistance to tenants and tenant organizations regarding the District's rental housing laws and tenant and landlord rights and responsibilities.

For CASD, grantee organizations must provide counseling and training concerning: (1) tenants' TOPA rights when a landlord intends to sell, demolish, or discontinue rental housing use; (2) transfers of rental housing ownership or economic interests; (3) assisting tenants or tenant organizations in exercising their right to purchase; (4) informing tenants or tenant organizations relating to partner-investors and assigning TOPA rights; (5) conversion of use from rental housing to condominium or cooperative ownership by tenant elections, or conversion in lieu of tenant elections; (6) the Housing Assistance Payment program and relocation assistance; (7) tenant organization formation, incorporation, and registration; (8) protections for elderly or disabled tenants; (9) coercive or retaliatory activities; (10) tenant rights when rental housing is in foreclosure; (11) notices of intent to convert use from rental housing to condominium or cooperative ownership; and (12) relocation counseling for displaced tenants.

For RAD, service providers must demonstrate the ability to counsel and train tenants and tenant organizations on rent control provisions including properties that are regulated by or exempted/excluded from rent stabilization under the Rental Housing Act:

1) petition- based and annual rent increases.
2) executing and filing tenant petitions.
3) responding to landlord petitions.
4) protections for elderly and disabled tenants.
5) RAD's conciliation services.
6) notices to vacate and eviction procedures.
7) disclosures to tenants.
8) changes and decreases in services and facilities.

9) learning about and securing enforcement of housing condition regulations.
10) security deposits.
11) understanding lease provisions.
12) rent increases if a property is not under rent control.
13) appealing decisions of the Rent Administrator or the Office of Administrative Hearings; and
14) relocation counseling for displaced tenants. Note: Advocacy on behalf of tenant groups, or tenant rights assignees– including, but not limited to, legal advice or advocacy on tenants or tenant organizations' behalf in negotiations with a property owner–is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators, and not as advocacy groups. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns, or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a grantee is to ensure that tenants understand all available options.

Direct Counseling to Tenants and Tenant Groups: tenant counseling services will be designed to educate tenants in privately-owned properties about their legal rights and opportunities. This service is to be provided to tenants and tenant groups which are not subject to foreclosure and have not selected to exercise their Opportunity to Purchase Rights and/or Right of First Refusal under TOPA. It also includes providing other services and tenant education, which may not fall into the categories of services outlined above, such as eviction counseling, relocation counseling, apartment search, or apartment management.

DHCD seeks one or more organizations with the capacity to bring a range of resources to prevent involuntary displacement and to provide opportunities for continued affordable rental housing. Grantees must provide counseling services to tenants and tenant groups which include, but are not limited to: (1) outreach to tenant groups upon notice of one-year potential for subsidy expiration; (2) technical assistance in negotiations between owners and HUD relative to the renewal of federal subsidy contracts; (3) counseling for tenants in buildings where the subsidy will be lost and the tenant(s) must move; (4) counseling for tenants who are behind in their rent on best-action options; and (5) appropriately referring tenants who are in landlord/tenant disputes to all available resources. Grantees must also conduct research using the many databases and research tools available to identify properties that have a critical need for counseling assistance, including but not limited to DCHousingsearch.org. Note: Advocacy on behalf of tenant groups or tenants' rights assignee –including, but not limited to, legal advice or advocacy on tenants or tenant organizations behalf in negotiations

with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators and not as tenant advocates. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a prospective grantee is to ensure that tenants understand all available options.

Additional Legal Citations Governing Programs in Category C.

Applicants to provide any service in this Category and should review in detail the legal citations governing DHCD's rental accommodation functions:
(1) the Rental Housing Act of 1985, D.C. Official Code § 42-3501 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapters 38-44.
(2) the Rental Housing Conversion and Sale Act of 1980, D.C. Official Code § 42-3401 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapter 47.
(3) the Condominium Act of 1976, D.C.

Official Code § 42-1901 et seq.; (4) D.C. Official Code § 42-1901 et seq.; (5) the First Right to Purchase Program, title 14 of the District of Columbia Municipal Regulation, chapter 2700; and (6) Housing Conditions, Title 14 of the District of Columbia Municipal Regulations, Chapters 1-15. Submission of an application relevant to these services presumes that the applicant intends to meet all requirements to provide counseling to tenants and tenant groups pursuant to these above referenced citations.

3.3 Geographic Distribution of Services

The Department's decision to select one or more grantees to provide services will be influenced by the potential geographical distribution of service among the qualified applications received. Applicants can designate their proposed service areas in the District based on their by-laws, Board policies, etc. However, the Department reserves the right to designate any service areas it deems appropriate or necessary in making awards and negotiating grant terms. In reviewing the applicant pool, the Department's priority will be to ensure that excellent affordable housing counseling and training services are provided to all low- and moderate-income citizens of the District of Columbia. The Department will seek to bring parity in the quality of all housing services provided for all areas of the District through the award and ongoing management of these grants.

3.4 Marketing and Outreach

Marketing Plan to be submitted: Marketing and outreach are critical aspects of the grant's work. Grantees' efforts ensure these programs and services' success and desired impact. No Grantee or service is exempt from this requirement. Applicants must submit a detailed marketing and outreach plan for the services they are applying for. The plan should be detailed and not assume an understanding that has not been stated. Marketing should be included in the proposed budget and work plan.

DHCD will review and approve the marketing plan. In accordance with agency policy, marketing activities should highlight partnerships with and funding by DHCD.

Aspects of Marketing and Outreach to be considered:

- Continuous and consistent marketing and outreach are essential to achieving these services' objectives and maximizing public awareness of DHCD housing programs.
- Because of DHCD's diverse target population, grantees must utilize various marketing tools.
- Grantees are responsible for distributing DHCD program materials at community forums, public events, homeownership meetings, and fairs. Marketing and outreach may include but are not limited to, websites, email blasts, blogs, listservs, Twitter, Facebook, YouTube, Hope Hotline, flyers, door-to-door visits, community meetings, use of cable television (Channel 16), and public service announcements.

Coordinated with the Department: The grantee's marketing and outreach must be coordinated with DHCD. Grantees are expected to continually assess the success and impact of their marketing efforts to identify the most effective and efficient ways of reaching low– and moderate-income populations.

Participation in Department Marketing Activities: As required by DHCD, Grantees must participate in public activities and events related to housing opportunities. These may include but are not limited to tabling at events, participating in panel discussions, and providing speakers to groups, agencies, or organizations that request them.

DHCD Acknowledgement: Grantees must always acknowledge such housing assistance activities as Department of Housing and Community Development programs in any distributed print or electronic materials. DHCD must approve all such materials before distribution.

Use of DHCD Logo: All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or entirely, by the Department.

1. The written or printed materials must include the authorized DHCD logo.
2. Written or printed materials include, but are not limited to, newspaper, radio, and television announcements or advertisements. Websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.

4. The grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to the Grantee.
5. The grantee must provide copies of all marketing materials, brochures, flyers, and other materials that publicize grant-funded activities to the Grantor via email at dhcd.occo@dc.gov
6. The grantee shall publicize as appropriate to its constituency through social media, print, and online postings, DHCD communications, and events related to Grant-supported activities.

Diversity and Language Access in Marketing: Grantees must demonstrate the capability to effectively serve and communicate with the District's various non-English speaking and special needs populations. This means that marketing and outreach materials must be made available in multiple languages and media based on the needs of those populations. The grantee must demonstrate its intent and capability to comply with the District's Language Access Law. In addition, grantees must demonstrate the availability of appropriate staffing to ensure compliance with the District's Language Access Law.

3.5 Focus Areas and Neighborhood Revitalization Strategy Areas (NRSA)

DHCD has identified specific areas of the District as "Focus Areas." These Areas represent areas where the District has invested in funding to create and preserve affordable housing. Focus Areas follow main routes through the District and their associated neighborhoods. In many cases, business owners are centered on these major routes, while resident services will be seen as more appropriate for those in the communities. Applicants must ensure services are delivered to low- and moderate-income households or areas as part of their program (Housing Services, Small Business Technical Assistance, Façade Improvement). This is a CDBG requirement.

- For Housing Counseling applicants, these Focus Areas should be used to plan outreach activities to inform residents of their services.
- For SBTA and Façade grantees, the Focus Areas define the geographical areas of the District in which they will provide services. In this latter case, the Focus Areas define not only their outreach area but also their service area.

NRSAs Targeting East of the River

The Department obtained the HUD designation for the Neighborhood Revitalization Strategy Area (NRSA) for the Focus Areas in Wards 7 and 8. DHCD has designated areas of Historic Anacostia in the city's Southeast and Far Northeast communities as Neighborhood Revitalization Strategy Areas (NRSAs). This designation will allow the city to target Community Development Block Grant (CDBG) funding that supports economic and community revitalization efforts. These include Martin Luther King Jr Avenue, Marion Barry Avenue, Minnesota Avenue, and Benning Road. However, all areas of Ward 7 and Ward 8 remain the focus of the grantee's work and outreach.

For communities outside of the NRSA areas, DHCD has designated Focus Areas throughout the District. Applicants are encouraged to partner with other community-based organizations. This collaboration can include cross-disciplinary collaboration. For example, a Façade grantee may partner with an SBTA grantee to provide business owners various services encompassing both disciplines. Housing service grantees may partner to promote or provide services one grantee offers, but another may not. The key to collaboration is an outlook of being partners, not competitors.

The following is a list of the Focus Areas and some of their associated neighborhoods. The outreach plans can include other nearby neighborhoods, mindful of the low-income requirements. Each applicant is asked to select one or more Focus Areas for their application. Please note that this is a minimum, and applicants may choose more than three. Applicants will be asked to provide reporting on outreach activities.

The following is a list of the Focus Areas outreach plans, mindful of the low and income requirements.

Focus Areas/Neighborhoods

- **16th St NW Corridor** near the intersection with Havard St NW (Columbia Heights) in Ward 1
- **Georgia Ave and New Hampshire Ave NW Corridor** (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- **Rhode Island Ave and South Dakota Ave NE Corridor** (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 4 and Ward 5
- **M Street and South Capitol Streets SW Corridor** (Greenleaf and Waterfront) in Ward 6
- **Benning Road and Florida Ave NE Corridor** (NoMa/Ivy City/Trinidad) in Ward 5 and Ward 6
- **Minnesota Ave and Benning Rd NE Corridor** (Benning, Greenway) in Ward 7
- **Pennsylvania Ave and Minnesota Aves SE Corridor** (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- **East Capitol and Benning Rd Corridor** (Capitol View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- **Marion Barry Ave and Martin Luther King Aves SE Corridor** (Historic Anacostia, Fairlawn, Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- **Marion Barry Ave and Alabama Aves Corridor** (Skyland, Woodland, Garfield Heights) in Ward 8
- **Martin Luther King Ave and Alabama Ave Corridor** (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- **South Capital St and Chesapeake St SE Corridor** (Bellevue, Washington Highlands) in Ward 8

FY23 Housing Counseling Services Workplan

Organization Name: Lydia's House of Southeast
Grant Number: 2022-23

Performance Period: 2/1/2023 to 09/30/2023

RFA Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	NRSA Goal 2 & 3 Job Service	Total
A3	HUD Housing Counseling	16	Number of First Time Homebuyers Purchasing Homes					
A3		700	Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (estimate)	Public Service or NRSA		$0.00	$89,790.00	$89,790.00
A3		750	Number of 1 1 Counseling Sessions (Budget & Credit)					
A3		900	Number of unduplicated households					
A1		850	Number of 1 1 Homebuyer Counseling Sessions					
A1		700	Number of unduplicated households					
A2	8-Hour Homebuyer Class	8	Number of 8-hour Homebuyer Educational Classes	Public Service or NRSA		$0.00	$56,112.50	$56,112.50
A2		600	Number of Attendees at 8 hour Homebuyer Classes					
A2		600	Number of DHCD Certificates issued					
A3	MHAP (EAHP/MEAHP)	8	Number of MHAP Pre Purchase Orientations conducted					
A3	(MFS ONLY)	201	Number of Attendees at MHAP Orientations	Non-Public Service or NRSA		$43,550.00	$21,445.00	$65,995.00
A3		175	Number of Files submitted to MHAP Administrator					
A3		200	Number of 1 1 MHAP Counseling Sessions					
A3		150	Number of unduplicated households					
A4	EZ/ADU Orientations	16	Number of EZ Orientations Conducted					
A6		1500	Number of Attendees at EZ Orientations	Public Service or NRSA		$0.00	$19,976.85	$19,976.85
A4		1500	Number of DHCD Certificates issued					
A5	EZ/ADU Income Certifications	0	Number of EZ/ADU Income Certifications completed	Public Service or NRSA		$0.00	$0.00	$0.00
A6	FADD	0	Number of FADD group training/coaching					
A6		0	Number of Attendees at FADD group training	Public Service or NRSA		$0.00	$0.00	$0.00
A6		0	Number of 1 1 FADD sessions (if applicable)					
A6		0	Number of unduplicated households receiving 1 1 FADD sessions					
A6		0	Number of FADD income Certifications					
A7	General Housing Services & Information (Group Trainng)	6	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)					
A7		45	Number of Attendees at Financial Literacy Trainings	Public Service or NRSA		$0.00	$9,426.90	$9,426.90
A7		0	Number of Homebuyer Clubs Meetings					
A7		0	Total of Attendees at Homebuyer Club Meetings					
A7		0	Number of group trainings or workshops not reported in other categories					
A7		0	Number of Attendes at group trainings or workshops not reported in other categories					
B10	Eviction Counseling	0	Number of Eviction workshops					
B10		0	Number of Attendees at Eviction workshops					
B10		0	1 1 Eviction Counseling	Public Service or NRSA		$0.00	$0.00	$0.00
B10		0	Unduplicated households 1 1 Eviction Counseling					
B10		0	Number referred to Attorney(s) for Legal Services					
B10		0	Number of 1 1 Attorney Consultations (Law Firm Subrecipients Only)					
B10		0	Number of Unduplicated clients participating in 1 1 Legal Consultations (Law Firm Subrecipients Only)					
B10		0	Number Evictions Prevented					
B11	SFRP	6	Number of SFRP Orientations conducted (required)					
B11		100	Number of 1 1 Intake sessions	Public Service or NRSA			$9,426.90	$9,426.90
B11		100	Number of unduplicated households					
B11		40	Number of complete applications submitted in SFRP Portal					
B12	Legal Services for Servers, Coops and Condos	0	Server households receiving legal services					
B12	(Law Firm Subrecipients Only)	0	Coop Associations receiving legal services					
B12		0	Condo Associations receiving legal services					
B12		0	Number of Pro Bono Legal Services Recruited and Retained					
B12		0	Number of Trainings for Law Firms (Trainers)					
B12		0	Number of Attendees at trainings for Law Firms (Attendees)					
B12		0	Number of new partnerships created					
B12		0	Total Number of Trainings to and work with Pro Bono Provided	Public Service or NRSA				$0.00
B12		0	Number of outreach presentations conducted					
B12		0	Number of outreach activities conducted					
B12		0	Number of Senior households that received Legal Counsel or Consultation					
B12		0	Number of Senior households that received Legal Representation					
B12		0	# of clients helped with Schedule H					
B12		0	# of clients helped with life planning docs					
B12		0	# pro bono attorneys engaged in housing-related matters					
B12		0	# veterans receiving legal counsel/advice					
B13	Technical Assistance for Co-Ops and Condo Associations	0	Number of Co-Op Associations receiving Technical Assistance					
B13	Coops	0	Number of Action Plans written for Co-Op Association's					
B13	Coops	0	Number of Successful Outcomes for Co-Op Associations					
B13	Coops	0	Number of Asset Management Improvement Services Provided for Co-Op					
B13	Coops	0	Number of Asset Management Tactical Support Services Provided to Co-Op					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Legal Assistant Services provided to Distressed Co-Op Associations					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Organization Sustainability Tactical Support Services Provided to Co-Ops					
B13	Coops	0	Number of Ownership Educations Sessions provided to different ownership models including shared equity					
B13	Coops	0	Number of Relocation Plans completed and accepted for Co-Ops					
B13	Coops	0	Numbers of Trainings on Board Operations Governance & Management to Co-ops					
B13	Coops	0	Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management					
B13	Coops	0	Number of written Asset Management & Sustainability Plans for Co-Ops	Public Service or NRSA				$0.00
B13	Condos	0	Number of Condo Associations receiving Technical Assistance					
B13	Condos	0	Number of Action Plans written for Condo Associations					
B13	Condos	0	Number of Successful Outcomes for Condo Associations					
B13	Condos	0	Number of Asset Management Improvement Services Provided for Condo					
B13	Condos	0	Number of Annual Survey of Clients (interactive) to gauge success and appropriate methodologies completed for Condo					
B13	Condos	0	Number of Asset Management Tactical Support Services Provided to Condo					
B13	Condos	0	Number of Legal Assistant Services provided to Distressed Condo Associations					
B13	Condos	0	Number of Consultative Services Provided to Condo Associations and Clients					
B13	Condos	0	Number of Organization Sustainability Tactical Support Services Provided to Condo Associations					
B13	Condos	0	Number of Relocation Plans completed and accepted for Condo Associations					
B13	Condos	0	Numbers of Trainings on Board Operations Governance & Management to Condo Associations					
B13	Condos	0	Number of written Asset Management & Sustainability Plans for Condo Associations					
B13	Coops and Condos	0	Number of Annual Survey of Clients (interactive) to gauge success and appropriate methodologies completed					
B13	Coops and Condos	0	Number of Associations (Coops and Condos) referred to private network Law Firms					
B13	Coops and Condos	0	Number of Trainings on Development including Relocation and Construction Management					
B14	Technical Assistance for Small Apartment Owners (25 units and less)	0	Number of Inquiries Received					
B14		0	Number of Owners/Managers receiving Services	Public Service or NRSA				$0.00
B14		0	Number of Action Plans Written					
B14		0	Number of Action Plans Implemented/Completed					
B14		0	Number of Owners/Managers needing Asset Management Guidance					
B8	General Home Management (Post Purchase Non-Delinquent)	4	Number of Homeownership Preservation Workshops					
B8		25	Number of Attendees at Homeownership Preservation Workshops	Public Service or NRSA			$4,489.88	$4,489.88
B8		2	Number of Post-Purchase Workshops (not including Homeownership Preservation)					
B8		25	Number of Attendees at Post Purchase Workshops (not including Homeownership Preservation)					
B8		25	Number of 1 1 Post Purchase Counseling Sessions					
B8		25	Number of Unduplicated Households participating in 1 1 Post Purchase Counseling Sessions					
B9	Foreclosure Counseling	2	Number of Foreclosure Workshops					
B9		30	Number of Attendees at Foreclosure Workshops					
B9		30	Number of 1 1 Foreclosure Counseling Sessions	Public Service or NRSA			$9,426.90	$9,426.90
B9		30	Number of Unduplicated Households participating in 1 1 Foreclosure Counseling Sessions					
B9		0	Number of 1 1 Attorney Consultations (Law Firm Subrecipients Only)					
B9		0	Number of Unduplicated clients participating in 1 1 Legal Consultations (Law Firm Subrecipients Only)					
B9		0	Number referred to Attorney(s) for Legal Services					
B9		6	Number of Foreclosures Prevented					
C15	TOPA Pre-Purchase Counseling & Training	0	Number of TOPA Meetings with Tenant Association					
C15		0	Number of Attendees at TOPA Meetings	Public Service or NRSA				$0.00
C15		0	Number of TOPA Training Workshops to Tenants					
C15		0	Number of Attendees at TOPA Training Workshops					
C16	TOPA Post-Purchase Counseling & Training	0	Number of TOPA Post Purchase Training Workshops					
C16		0	Number of Attendees at TOPA Post Purchase Workshops	Public Service or NRSA				$0.00
C16		0	Number of unduplicated households					
C16		0	Number of one on one counseling sessions					
C36		0	Number of group training/coaching					
C17	Tenant Counseling for HRA - Rental Accommodation Division	0	Number of unduplicated households					
C17		0	Number of one on one counseling sessions	Public Service or NRSA				$0.00
C17		0	Number of group training/coaching					
C17		0	Number of Attendees at group training/coaching					
Marketing	MARKETING AND OUTREACH	1	Housing Fair					
Marketing		4	Other Tabling Events					
Marketing		1500	Flyers Distributed	Public Service or NRSA			$1,366.75	$1,366.75
Marketing		50	Social Media Posts (Facebook, LinkedIn, Instagram)					
Marketing		500	Mailings					
Marketing		1	Paid Advertising (display ads in print)					
Marketing			Other					
Marketing			Other					
	TOTALS	13359			$0.00	$43,550.00	$234,450.00	$278,000.00

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit B Budget

- Schedules A (3-1) and A (3-2) for the First Performance Period

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM
Budget Form A (3-1): Total Grant Budget

Rev. 12/09/2024

ORGANIZATION NAME:	Lydia's House in Southeast
PERIOD OF PERFORMANCE:	2/1/2025-9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (If applicable):	
WARD (If applicable):	Ward 7 & 8
TYPE OF ACTIVITY:	

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$171,582.53	$0.00	$171,582.53
Credit Report	$20,760.95	$0.00	$20,760.95
Space	$23,200.00	$0.00	$23,200.00
Insurance	$8,500.00	$2,539.46	$11,039.46
Telephone	$6,000.00	$1,235.43	$7,235.43
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$4,000.00	$4,000.00
Training	$0.00	$2,600.00	$2,600.00
IT Services & Support	$3,000.00	$0.00	$3,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$233,043.48	$10,374.91	$243,418.39
Total Indirect Costs (De Minimis Cost Rate 15%)	$34,956.52		$34,956.52
Total Costs	$268,000.00	$10,374.91	$278,374.91

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 12/09/2024

ORGANIZATION NAME:	Lydia's House in Southeast
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 to 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Number of Hours	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
Personnel Subtotals						$142,985.44

Fringe Benefits (Max 20%)	$28,597.09
Total NBAP Grant Personnel Costs	$171,582.53

Exhibit C Required Reporting

- Monthly Performance Report
- Monthly Report of Group Trainings
- Monthly Report on Outreach and Marketing Activities
- Monthly Reporting of Special Activities
- Monthly Reporting of changes in personnel relative to grant work and payroll
- Quarterly Beneficiary Data
- Quarterly Language Access Report
- Quarterly Data Report

DC Department of Housing and Community Development

Deadline 00/00/0000

FY25 RFA: Housing Services

SHOW PROGRAM OVERVIEW | SHOW PROGRAM REQUIREMENTS

SHOW RFA SECTION 3.2 - HOUSING SERVICES: DESCRIPTION OF HOUSING PROGRAMS AND SERVICES | SHOW LIBRARY

HIDE ZOOMGRANTS HELP | SHOW ANNOUNCEMENTS 1

ZoomGrants Help [hide this]

Creating a New Application to Submit
The 'Saving' screen is still flashing...now what?
Missed Deadline FAQs
Invite Collaborators to Work on Application

Applicant View

Application Status: Not Submitted

Basic Information | Part I and II-Application Narrative Questions | Budget | Organizational and Financial Capacity | Required Attachments | Activity Log

Report: **OVERDUE** | Report Totals

Ask a Report Question

(answers are saved automatically when you move to another field)

Instructions Show/Hide

As in the past, Performance Reporting is divided into three sections:

- **Workplan Metrics** (numbers only),
- **Accomplishment Narrative** (Text Boxes), and
- **Various uploads** (spreadsheets usually).

This data is extremely important. Reports can affect performance goals and funding. Your reports are used to report to the City Administrator, the Mayor (including DMPED) and to the District Council and its Committee on Housing. Where uploads are required, **use excel files or Word files.** This will allow your information to be uploaded into the database and reported to District leaders.

For **Workplan Metrics,** use only numbers or leave it blank**. Letters such as N/A are to be avoided.** This will make your report impossible to be uploaded in the DHCD database and will require your corrections. Only numbers zero (0) and above can be used. If a metric is left blank, it will be treated as a zero.

In the **Accomplishment Narrative**, text boxes are provided to provide statements of activities or the information requested. In the first Report, please answer Question 22 (Points of Contact) with all points of contact for the areas mentioned. Thereafter in subsequent months, if there are no changes, it is okay to say, "No Changes". The same is true for Question 21 (staffing). Please answer Question 23 (Success Stories), Question 24 (Good News), Question 25 (Other DC agencies and initiatives). Question 26 is important. Remember the RFA asked applicants to align outreach to the Focus Areas mentioned on pages 33 and 34 of the RFA. Mentioning specific Focus Areas in the narrative for Q26 is helpful.

The **Document Upload** section is where excel spreadsheets (usually, sometimes Word Documents) are uploaded. **PDFs cannot be uploaded into database.** [The District of Columbia is fortunate to have many DC Based Programs such as HPAP, IZ/ADU, PADD, SFRRP, TOPA, HRA/RAD related activities, as well as direct services to tenants and tenant groups, and services to Condo/Coop Associations. DHCD staff need monthly reporting in order to better do their work and respond to the needs of DC citizens. These reports are shared directly with the appropriate program manager.]

There three areas of your activities will be reported on a monthly basis to help us meet our HUD and DC Government requirements and the needs of DC residents.

Reporting for Fiscal Year 2025 will begin with Report # 1. The end of Government's fiscal year (9/30/2025) will conclude with Report # 10 and the close-out of FY25 Purchase Orders. The complete schedule is below for the monthly report.

Other Reporting: Beneficiary Data and Language Access

Other reports are also required. These include **Beneficiary Report** and **Language Access Report.** These two reports are required on a quarterly basis. These reports will not be answered within ZoomGrants. The Office of Program Monitoring will provide the spreadsheets to use for these quarterly reports. Please see your Grant Agreement for additional information about the monthly and quarterly reports. Please note, the Beneficiary Report corresponds to the sources and uses of your Grant Agreement. A separate Beneficiary Report is needed for each type of funding awarded: Public Service (PS), Non-Public Service (NPS) and NRSA Wards 7 & 8 PS and NPS.

These quarterly reports will be due:

Oct/Nov/Dec 2/24/2025

Jan/Feb/March 4/10/2025

April/May/June 7/10/2025

July/August/Sept 10/10/2025

Please note we cannot extend these deadlines since they are HUD's deadlines and not in our control. Please submit your report on schedule.

Please remember HUD views reporting and reimbursement requests as inseparable and therefore to be coordinated at the same time. Please avoid not filing on the deadline.

Monthly Reporting on Performance and Accomplishments

Report Number Period Covers Due Date

Report Number	Period Covers	Due Date	Notes
Report 1	FY25 Q1 (Oct/Nov/Dec)	03/03/2025	
Report 2	January	03/03/2025	
Report 3	February	03/10/2025	
Report 4	March	04/10/2025	
Report 5	April	05/10/2025	
Report 6	May	06/10/2025	
Report 7	June	07/10/2025	
Report 8	July	08/10/2025	
Report 9	August	09/10/2025	
Report 10	September	10/10/2025	

In ZoomGrants reporting, there are data questions. Please enter only a whole number. If a particular question doesn't apply to your statement of work and workplan, please enter zero. The narrative questions also require a response. If there is nothing to report in the narrative, please enter a statement such as "No changes" or "Not applicable".

Report 1: **3/3/2025** Report 2: **3/3/2025** Report 3: 3/10/2025 Report 4: 4/10/2025 Report 5: 5/10/2025

Report 6: 6/10/2025 Report 7: 7/10/2025 Report 8: 8/10/2025 Report 9: 9/10/2025 Report 10: 10/10/2025

Report 1: 3/3/2025

This report is OVERDUE. Submit Report 1

Agency

This is a branching question. The system will remove questions that do not apply to you based on your answer to Question #1.

Please disregard the number sequencing.

1. Identify Your Agency Name

This is a branching question. Only the questions that apply to your agency will appear.

- ○ CARECEN-Central American Resource Center
- ○ Centro de Apoyo Familar

- ○ Greater Washington Urban League, Inc.
- ○ Housing Counseling Services
- ○ Latino Economic Development Corporation of Washington DC
- ○ Legal Counsel for the Elderly
- ○ Lydia's House in Southeast, Inc.
- ○ Manna, Inc.
- ○ Marshall Heights Community Development Organization, Inc.
- ○ Mi Casa
- ○ Neighborhood Legal Services Program of the District of Columbia
- ○ University Legal Services

Workplan Accomplishment Metrics

2. A1: HUD Housing Counseling

Ignore the auto-total number.

Number of First Time Homebuyers Purchasing Homes

Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)

Number of 1:1 Counseling Sessions (Budget & Credit)

Number of unduplicated households

Number of 1:1 Homebuyer Counseling Sessions

Number of unduplicated households

3. A2: 8-Hour Homebuyer Class

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of 8-hour Homebuyer Educations Classes

Number of Attendees of 8-hour Homebuyer Classes

Number of DHCD Certificates issued

4. A3: HPAP (EAHP/NEAHP)

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of HPAP Pre Purchase Orientations conducted

Number of Attendees at HPAP Orientations

Number of Files submitted to HPAP Administrators

Number of 1:1 HPAP Counseling Sessions

Number of unduplicated households

5. A4: IZ/ADU Orientations

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of IZ Orientations Conducted

Number of Attendees at IZ Orientations

Number of DHCD Certificates issued

6. A5: IZ/ADU Income Certifications

Ignore the auto-total number.

Number of IZ/ADU Income Cetifications completed

7. A6: PADD

Ignore the auto-total number.

Number of PADD group training/coaching

Number of Attendees at PADD group training

Number of 1:1 PADD sessions (if applicable)

Number of unduplicated households receiving 1:1 PADD sessions

Number of PADD Income Certifications

8. A7: General Housing Services & Information (Group Training)

Ignore the auto-total number.

Number of Financial Literacy Trainings (including but not limited to credit & budgeting)

Number of Attendees at Financial Literacy Trainings

Number of Homebuyer Clubs Meetings

Total of Attendees at Homebuer Club Meetings

Number of group trainings or workshops not reported in other categories

Number of Attendes at group trainings or workshops not reported in other categories

9. B8: General Home Management (Post Purchase Non-Delinquent)

Ignore the auto-total number.

Number of Homeownership Preservation Workshops

Number of Attendees at Homeownership Preservation Workshops

Number of Post-Purchase Workshops (not including Homeownership Preservation)

Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)

Number of 1:1 Post-Purchase Counseling Sessions

Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions

10. B9: Foreclosure Counseling

Ignore the auto-total number.

Number of Foreclosure Workshops

Number of Attendees at Foreclsoure Workshops

Number of 1:1 Foreclosure Counseling Sessions

Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number of Foreclsoures Prevented

11. B10: Eviction Counseling

Ignore the auto-total number.

Number of Eviction workshops

Number of Attendees at Eviction workshops

1:1 Eviction Counseling

Unduplciated households 1:1 Eviction Counseling

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number Evictions Prevented

12. B11: SFRR

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of SFRRP Orientations conducted (required)

Number of 1:1 Intake sessions

Number of unduplicated households

Number of complete applications submitted in SFRRP Portal

13. B12: Legal Services for Seniors, Coops and Condos

Ignore the auto-total number.

Senior households receiving legal services

Coop Associations receiving legal services

Condo Associations receiving legal services

Number of Training for Law Firms

Number of Attendees at law firm training

Number of outreach activities

Number of new partnerships initiated

Number of clients helped with Schedule H

Number of clients helped with life planning docs

Number pro bono attorneys engaged in housing-related matters

Number veterans receiving legal counsel/advice

14. B13: Technical Assistance for Coop

Ignore the auto-total number.

Number of Co-Op Associations receiving Technical Assistance

Number of Action Plans written for Co-Op Associations

Number of Successful Outcomes for Co-Op Associations

Number of Asset Management Improvement Services Provided for Co-Op

Number of Asset Management Tactical Support Services Provided to Co-Op

Number of Consultative Services Provided to Co-Op Associations and Clients

Number of Legal Assistant Services provided to Distressed Co-Op Associations

Number of Organization Sustainability Tactical Support Services Provided to Co-Ops

Number of Ownership Educations Sessions provided to different ownership models including shared equity

Number of Relocation Plans completed and accepted for Co-Ops

Numbers of Trainings on Board Operations Governance & Management to Co-ops

Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management

Number of written Asset Management & Sustainability Plans for Co-Ops

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Co-Op Associations

Number of Associations (Coops) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Co-Op Associations

15. B13: Technical Assistance for Condo Associations

Ignore the auto-total number.

Number of Condo Associations receiving Technical Assistance

Number of Action Plans written for Condo Associations

Number of Successful Outcomes for Condo Associations

Number of Asset Management Improvement Services Provided for Condo

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo

Number of Asset Management Tactical Support Services Provided to Condo

Number of Legal Assistant Services provided to Distressed Condo Associations

Number of Consultative Services Provided to Condo Associations and Clients

Number of Organization Sustainability Tactical Support Services Provided to Condo Associations

Number of Relocation Plans completed and accepted for Condo Associations

Numbers of Trainings on Board Operations Governance & Management to condo associations

Number of written Asset Management & Sustainability Plans for Condo Associations

Number of Associations (Condos) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Condo Associations

16. B14: Technical Assistance for Small Apartment Owners (25 units and less)

Ignore the auto-total number.

Number of Inquiries Received

Number of Owners/Managers receiving Services

Number of Action Plans Written

Number of Action Plans Implemented/Completed

Number of Owners/Managers needing Asset Management Guidance

17. C15: TOPA Pre-Purchase Counseling & Training

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Meetings with Tenant Association

Number of Attendees at TOPA Meetings

Number of TOPA Training Workshops to Tenants

Number of Attendees at TOPA Training Workshops

18. C16: TOPA Post-Purchase Counseling & Training

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Post Purchase Training Workshops

Number of Attendees at TOPA Post Purchase Workshops

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

19. C17: Tenant Counseling for HRA - Rental Accommodation Division

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

Number of Attendees at group training/coaching

20. Marketing & Outreach

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Housing Fairs

Other Tabling Events

Flyers Distributed

Social Media Posts (Facebook, LinkedIn, Instagram)

Mailings

Paid Advertising (display ads in print)

Other

Accomplishment Narrative

21. Staffing Information: Any changes (terminations or new hires) in staff members who are on the grant? Or in the Executive Leadership or Management Team? Number of HUD Certified Counselors (expressed as FTEs) on staff at the

end of this reporting period?

Maximum characters: 1000. You have 1000 characters left.

22. Who are the current Points of Contact and email for the following: 1) Executive Leader (NOTE: Executive leader is copied on all communication): 2) Grant/Fund Development: 3) Grant/Accounting: 4) Program Managers/Directors/Supervisors:

Maximum characters: 1000. You have 1000 characters left.

23. Please provide us with client success story/stories for this quarter by program. You may provide a link to an article that has been written for other purposes (newsletter, website, or newspaper article).
Redact (use a pseudonym) for any client name or other personal identifying information if you have not received a release.

Maximum characters: 3000. You have 3000 characters left.

24. Any good news to share? Any events and activities coming up? (e.g. obtained other grant funds to leverage DHCD grant, Open Houses, Presentations, Community Events, etc.)
Upload a calendar of upcoming program events (in-person or webinars).

Maximum characters: 3000. You have 3000 characters left.

25. Describe your organization's involvement in other projects or initiatives with other District agencies.

Maximum characters: 3000. You have 3000 characters left.

26. Describe your marketing and outreach during this period. What groups or areas did you market to, numbers, and in what way did you contact them (mail, event, email, personal, media, etc.)?

Maximum characters: 3000. You have 3000 characters left.

27. Describe any specific obstacles (if any) to your organization's program or service delivery during this period?

Maximum characters: 3000. You have 3000 characters left.

Documents Requested *	Required?	Uploaded Documents *	
ALL: Procurement Report, as applicable Download template: Procurement Report			Upload
ALL: Language Access for Outreach and Group Sessions Download template: Language Access for Outreach and Group Sessions	Required		Upload
ALL: Calendar of Next Quarter (3 months) of Orientations, Trainings, Workshops & 8-Hour Classes	Required		Upload
A-2 HBE 8-Hour Class Attendance Certificates Download template: A-2 HBE 8-Hour Class Attendance Certificates			Upload
A-3 Homebuyer Assistance Program Intake Download template: A-3 Homebuyer Assistance Program Intake			Upload
A-4 IZ Orientation Attendance Certificates Download template: A-4 IZ Orientation Attendance Certificates			Upload
B-11 SFRRP Intake Download template: B-11 SFRRP Intake			Upload
C-15 and C-16 TOPA Reporting Download template: C-15 and C-16 TOPA Reporting			Upload
C-17 Training for Tenants and Tenant Organizations Download template: C-17 Training for Tenants and Tenant Organizations			Upload

* *ZoomGrants™ is not responsible for the content of uploaded documents.*

CDBG PUBLIC SERVICE* HOUSING COUNSELING (HC) PROGRAM

HEAD OF HOUSEHOLD DEMOGRAPHICS

IDIS Number	
Community Based Organization (CBO)	
National Objective/Matrix Code	
Project Analyst	
Proposed HOUSEHOLDS TO Serve	
Total HOUSEHOLDS Served	
Difference Used for CAPER Analysis	

Tip #1	Avoid Duplicative Reporting
Tip #2	Complete each cell; even if N/A (Not Applicable)
Tip #3	Do not complete Greyed-Out Cells
Tip #4	Based on HEAD of HOUSEHOLD
Tip # 5	Submit Quarterly
Tip #6	Public Service - HC that cannot show proof a home was purchased.
Tip # 7	OPM - Kelly Ann Morrow, DHCD Grant Management Officer, kelly-ann.morrow@dc.gov

HEAD OF HOUSEHOLD CHARACTERISTICS

Race/Ethnicity/Household Composition	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
White	0	0		0	0																					0	0	0
Black/African American	0	0		0	0																					0	0	0
Asian	0	0		0	0																					0	0	0
Native American/Alaskan Native				0	0																					0	0	0
Native Hawaiian/Other Pacific Islander				0	0																					0	0	0
Native American/Alaskan Native & White				0	0																					0	0	0
American Indian/Alaskan Native & White				0	0																					0	0	0
Asian & White				0	0																					0	0	0
Black/African American & White				0	0																					0	0	0
Native American/Alaskan Native & Black/African American				0	0																					0	0	0
Other Multi Racial				0	0																					0	0	0
Did Not Report				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Income Data (In accordance with HUD Part 5)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
Extremely Low 0-30 %	0			0	0																					0	0	0
Low 31%-50%	0			0	0																					0	0	0
Moderate 51%-80%	0			0	0																					0	0	0
Non-Low/Moderate 81% - 110%				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Additional Data (Does not apply to Single Family Residential Rehabilitation Program)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
With New or Continuing Access to Service or Benefit	0			0	0																					0	0	0
With Improved Access to Service or Benefit				0	0																					0	0	0
Received a Service or Benefit that is No Longer Substandard				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Language Access

The recent Executive Order of the President makes English the Official Language of the United States.

Grantees may translate forms, document, trainings into other languages as they deem appropriate for the benefit of clients.

Grantees may also make provision for clients to have access who are English Proficient/Non-English Proficient (LEP/NEP).

The Language Access line remains available to Grantees. OPM can provide the phone number.

Grantees are encouraged to report on a quarterly basis concerning language accommodation for clients.

Tracking includes:

- Language
- Use of interpreter, bi-lingual staff person or language access telephonic line
- Used on the group basis or individual and the number of each

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit D Method to determine Client Eligibility for Services

Method to determine Client Eligibility for Services:
By Household

DHCD will provide the spreadsheet to use for this Quarterly Report

If a grantee has two or three sources/uses of grant funds, a separate report is needed for each.

Sources/Uses includes

1. Public Services (PS),
2. Non-Public Services (NPS) and
3. NRSA Wards 7 & 8 PS & NPS.

For each the Household report includes:

Section 1

Grantees will provide the following information concerning race/ethnicity which shall be recorded by

- Ward,
- Head of Household,
- Tenant/Owner

White
Black/African American
Asian
Native American/Alaskan Native
Native Hawaiian/Other Pacific Islander
Native American/Alaskan Native & White
American Indian/Alaskan Native & White
Asian & White
Black/African American & White
Native American/Alaskan Native & Black/African American
Other Multi Racial
Did Not Report
TOTAL

Section 2

Also, each household shall be counted by income category using the CDBG income categories and dollar amounts. (See chart in this exhibit.)

Section 3

Lastly, each household shall be counted by CDNG service category.

With New or Continuing Access to Service or Benefit
With Improved Access to Service or Benefit
Received a Service or Benefit that is No Longer Substandard

The Number of Households in each of the above calculations be the same. That is, if 100 households are reported in Section 1, there must be 100 in reported also in Sections 2 and 3.

This procedures is repeated for:

- Non-Public Service Activities
- NRSA Wards 7 & 8 Public Service and Non-Public Service

INCOME LIMITS WITH UNCAPPED LIMITS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
U.S. Department of Housing and Urban Development (HUD) FY 2023
Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	**84,400**	**96,450**	**108,500**	**120,550**	**130,200**	**139,850**	**149,500**	**159,150**

	Median Income	**Family Four Low Income Limit**
DC	**$152,100**	**$95,300**

This grant will consider eligibility based on Household Beneficiary Data

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit E Budget Modification Form

BUDGET MODIFICATIONS

To request a Budget Modification, please reach out to your Point of Contact with Community Services to request the excel file.

The excel file should be returned to Community with the details (below) about your request. You may also send a PDF of the excel file in addition to the excel file itself. The excel is needed to upload to the database.

There should be a cover letter from the Executive Director requesting the modification as outlined in excel file attached. Only the Executive Director as a signatory to the Grant Agreement can request a Budget Modification.

The Excel file will guide you through the process.

The Excel template asks you for each line item in the A 3-2 (Personnel) to indicate the current budget and the requested budget modification for:

- Hourly rate
- Number of Hours to be charged to the Grant (total for the year)

Similarly for the A 3-1 the template asks the current Budget Amount for each line item and the requested modification amount for each line item in the A 3-1.

Each line item in the A 3-1 and A 3-2 must be included in the Modification.

The deadline to request a Budget Modification is June 1st of each year.

The Community Services team is available to provide technical assistance.

Cost Category	Current Budget	Increase (Decrease)	Requested Modificastion Amount
Personnel (Salary & Fringe)	$0.00	$0.00	$0.00
Credit Report	$0.00	$0.00	$0.00
Space	$0.00	$0.00	$0.00
Insurance	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Training	$0.00	$0.00	$0.00
IT Services & Support	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$0.00	$0.00	$0.00
Total Indirect Costs (De Minimis Cost Rate 15%)	$0.00		$0.00
Total Costs	$0.00	$0.00	$0.00

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit F Drug Free Workplace Certification

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Certifications Regarding
Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code. and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - lll, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. Debarment, Suspension, And Other Responsibility Matters (Direct Recipient)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

1. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F. for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020. Notice shall include the identification number(s) of each effected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and incising termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (1), (c), (d), (e), and (f).

B. The applicant may insert in the space provided below the sites) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Drug-Free Workplace (Grantees who are Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, subpart F, for grantees as defined at 28 CFR Part 67; Sections 67 615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020.

As the duly authorized representative of the applications,
I hereby certify that the applicant will comply with the above certifications.

1. **Grantee Name and Address** Lydias House in Southeast 4101 Martin Luther king Jr. Ave, SW, Washington, DC 20032

2025-07 Housing Services — **2. Application Number and/or Project Name**

52-1706529 — **3. Grantee IRS/Vendor Number**

Cliff Beckford Executive Director — **4. Typed Name and Title of Authorized Representative**

Cliff Beckford — **5. Signature**

03/13/2025 — **6. Date**

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit G Service Area Eligibility

This grantee provides services to residents of all DC Wards and will focus on the neighborhoods in these corridors where DHCD has invested resources for housing development.

- 16th St NW Corridor near the intersection with Havard St NW (Columbia Heights) in Ward 1
- Georgia Ave and New Hampshire Ave NW Corridor (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- Rhode Island Ave and South Dakota Ave NE Corridor (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 5
- M and South Capitol Streets SW Corridor (Greenleaf/Waterfront) in Ward 6
- Benning Road and Florida Ave NE Corridor (NoMa/Ivy City/Trinidad) Ward 6
- Minnesota Ave and Benning Rd NE Corridor (Benning, Greenway) in Ward 7
- Pennsylvania Ave and Minnesota Aves SE Corridor (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- East Capitol and Benning Rd Corridor (Capital View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- Marion Barry Ave and Martin Luther King Aves SE Corridor (Historic Anacostia, Fairlawn Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- Marion Berry Ave and Alabama Aves Corridor (Skyland, Woodland, Garfield Heights) in Ward 8
- Martin Luther King Ave and Alabama Ave Corridor (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- South Capital St and Chesapeake Aves SE Corridor (Bellevue, Washington Highlands) in Ward 8

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit H Insurance Requirements

DHCD-BILL WINSTON-GRANT FOR VARIOUS COMMUNITY-BASED ORGANIZATIONS HOUSING COUNSELING AND SERVICES AF07082024

INSURANCE

A. GENERAL REQUIREMENTS. The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this grant, the types of insurance specified below. The Grantee shall submit a Certificate of Insurance to the Grant Administrator (GA) giving evidence of the required coverage prior to commencing performance under this grant. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the GA.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Grantee and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this grant, with the understanding that any affirmative obligation imposed upon the insured Grantee or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its subcontractors, and not the additional insured. The additional insured status under the Grantee's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the GA in writing. All of the Grantee's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Grantee or its subcontractors, or anyone for whom the Grantee or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the GA with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the GA in writing), covering liability for all ongoing and completed operations of the Grantee and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an

Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or it's equivalent) to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the GA in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee in connection with work under this agreement, with a minimum combined single limit of $1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Grantee shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Defense costs shall be in addition to and not erode the limits of liability
e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or it's equivalent)

3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

   Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   The Workers Compensation and Employers Liability shall be further endorsed to:
   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the GA of commercial umbrella or excess liability insurance with minimum limits of $5,000,000 per occurrence and $5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS
Any and all subcontractors engaged by Grantee for work under this agreement shall be required to have the same insured required of Grantee. Should the Grantee wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Grantee shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Grantee. In either instance, the Grantee must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

E. DURATION. The Grantee shall carry all required insurance until all grant work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this grant and two years for non-construction related grants.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the Grantee's liability under this grant.

G. CONTRACTOR'S PROPERTY. Grantee and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.

H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the grant price.

I. NOTIFICATION. The Grantee shall ensure that all policies provide that the GA shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Grantee no long complying with the above requirements. The Grantee shall provide the GA with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the GA with an updated Certificate of Insurance should its insurance coverages renew during the grant. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Grantee at least 30 days' notice of the change. Grantee must comply, at your expense, and deliver to the GA evidence of compliance before the change becomes effective.

J. CERTIFICATES OF INSURANCE. The Grantee must send to GA, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Grantee must also provide us with evidence of renewal before the expiration date of each insurance policy. Grantee is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . Certificates of insurance must reference the corresponding grant number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:
William Winston, Grant Administrator (DHCD)
1909 Martin Luther King Jr Av SE, Washington DC 20020
771-208-9628
Bill.winston@dc.gov

The GA may request and the Grantee shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Grantee expires prior to completion of the grant, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the GA prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the GA on an annual basis as the coverage is renewed (or replaced).

K. DISCLOSURE OF INFORMATION. The Grantee agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Grantee, its agents, employees, servants or subcontractors in the performance of this grant.

L. CARRIER RATINGS. All Grantee's and its subcontractors' insurance required in connection with this grant shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.

M. WARRANTIES. When applicable, the Grantee should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). GA should collect, review for accuracy, and maintain all warranties for goods and services.

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit I **Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures**

Mayor's Order 2023-131

GOVERNMENT OF THE DISTRICT OF COLUMBIA
ADMINISTRATIVE ISSUANCE SYSTEM

Mayor's Order 2023-131
October 31, 2023
SUBJECT: Updated District Government Sexual Harassment Policy, Guidance, and Procedures

ORIGINATING AGENCY: Office of the Mayor

By virtue of the authority vested in me as Mayor of the District of Columbia by sections 422(2), (3), and (11) of the District of Columbia Home Rule Act of 1973, 87 Stat. 790; Pub. L No. 93-198, D.C. Official Code §§ 1-204.22(2), (3), and (11), it is hereby **ORDERED** that:

I. PURPOSES AND BACKGROUND

This Order incorporates provisions of, updates, and supersedes Mayor's Order 2017-313, dated December 18, 2017, regarding sexual harassment in District of Columbia ("District") Government workplaces.

In addition to providing procedural updates to the District's sexual harassment policy, this Order establishes and directs the Sexual Harassment Task Force to further examine the District's sexual harassment policies and provide recommendations to further the goal of a harassment-free workplace; establishes obligations of District Government employees; adds Mayor's direct reports to those required to be referred for outside investigation of sexual harassment; and bans all sexual and romantic relationships between supervisors and the employees in their chain of command.

This Order reaffirms that the District Government does not tolerate any form of inappropriate workplace conduct including sexual harassment, nor does it tolerate sexual harassment in non-employment interactions between District Government employees and the public. Sexual harassment is recognized as one of the most unjust, demeaning, and demoralizing examples of workplace misconduct.

This Order also requires that employees be trained on sexual harassment every year and provides additional specificity as to the qualifications and role of Sexual Harassment Officers.

Further, this Order directs agency compliance with the Sexual Harassment Data Collection and Reporting Act of 2022, D.C. Law 24-171, D.C. Official Code § 1-546.01, and clarifies, consistent with the Human Rights Enhancement Amendment Act of 2022, D.C. Law 24-172, D.C. Official Code § 2-1402.11(c-2), the definition of sexual harassment.

II. INDIVIDUALS AND ENTITIES COVERED

A. Prohibitions and Protections

1. This Order is intended broadly to prohibit sexual harassment in all interactions with District Government employees and officials and persons acting on behalf of the District Government, and to facilitate speedy investigation and non-monetary remedial action including warnings to stop offensive behavior, additional training, reassignments, and personnel and contract actions.

2. The District of Columbia prohibits workplace sexual harassment by all District Government employees and officials. The prohibition applies to harassment of other employees and officials and to harassment of third parties

and members of the public interacting with the District Government, such as vendors, contractors, grantees, customers, clients, and other persons visiting or working at District Government worksites or service sites inside and outside District Government agencies.

3. Likewise, contractors and grantees carrying out work on behalf of the District Government shall not sexually harass colleagues who carry out work on behalf of the District Government; District Government employees; or customers, clients, or beneficiaries of the services the contractors and grantees provide on behalf of the District Government; and those clients, customers, beneficiaries, employees, and colleagues may file complaints that trigger sexual harassment investigations and possibly remedies. Remedies may include requiring the contractor or grantee to use alternate personnel to provide services, and other remedies available under the contract or grant agreements up to and including contract or grant termination or non-renewal of the grant or contract.

4. In addition, sexual harassment by District Government clients, customers, or visitors against District Government employees, contractors, or grantees, or other clients, customers, or visitors, at District Government worksites or service sites, is prohibited and complaints made against District Government employees who sexually harass contractors, grantees, agency clients, customers or visitors, upon investigation, may result in discipline of the employee and accommodations of the contractor, grantee, customer or visitor, such as having another government official assigned to the matter.

5. In the course of their duties as members of District of Columbia boards and commissions, board and commission members are bound by the prohibitions, procedures, and deadlines set forth in this Order.

6. Not every procedure set forth in this Order applies to persons not working for the District Government.

B. Scope

1. Laws prohibiting sexual harassment apply throughout the District Government. The agencies listed below should either use the training, procedures, information, and processes provided in this Order, or their own, similar ones. To the extent District law requires centralized reporting, the reporting requirements in this Order apply to all agencies.

2. Those agencies include the Office of the Attorney General, the Office of the Chief Financial Officer, the Board of Elections, the Zoning Commission, the Public Service Commission, the Commission on Arts and Humanities, the Washington Convention and Sports Authority (Events DC), the Board of Education, the University of the District of Columbia, the DC Public Library, the DC State Athletics Commission, the Public Charter School Board and public charter schools, the Office of the People's Counsel, the District of Columbia Water and Sewer Authority (DC Water), the Green Finance Authority, the Health Benefit Exchange Authority, the Not-for-Profit Hospital Corporation, the Contract Appeals Board, the DC Retirement Board, the Office of Employee Appeals, the DC National Guard, the Criminal Justice Coordinating Council, the Office of Police Complaints, the Corrections Information Council, and the Uniform Law Commission.

3. This Order does not apply to the Council of the District of Columbia, Advisory Neighborhood Commissions, or the DC Courts, and agencies and offices subordinate to them.

III. SEXUAL HARASSMENT

A. Through the Human Rights Enhancement Amendment Act of 2022, D.C. Law 24-172, effective September 21, 2022; D.C. Official Code § 2-1402.11(c-2), the Council has, in the employment context, expanded the definition of "harassment" and "sexual harassment" under the D.C. Human Rights Act to provide that sexual harassment includes conduct of a sexual nature, "whether direct or indirect, verbal or nonverbal, that unreasonably alters an individual's terms, conditions, or privileges of employment or has the purpose or effect of creating an intimidating, hostile, or offensive work environment."

B. In addition, sexual harassment includes "sexual advances, requests for sexual favors, or other conduct of a sexual nature where submission to the conduct is made either explicitly or implicitly a term or condition of employment or where submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual's employment." This is sometimes referred to as quid pro quo sexual harassment.

C. In determining whether sexual harassment has taken place, the D.C. Human Rights Act states that "conduct need not be severe or pervasive to constitute harassment" and that "no specific number of incidents or specific level of egregiousness is required."

D. Examples of conduct that can contribute to or constitute sexual harassment or an intimidating, hostile, or offensive work environment include:

1. Sex acts;

2. Display of sexual organs;

3. Using sexually oriented or sexually degrading language describing an individual or their body, clothing, hair, accessories, or sexual experiences;

4. Sexually offensive comments or off-color language, jokes, or innuendo that a reasonable person would consider to be of a sexual nature, or belittling or demeaning to an individual or a group's sex, sexual orientation, or gender identity;

5. "Sexting" or seeking or sending pictures of intimate body parts;

6. Taking or displaying pictures of body parts meant to be covered up (such as "upskirting" pictures);

7. Displaying or disseminating sexually suggestive objects, books, screensavers, magazines, photographs, music, cartoons, or computer internet sites or references;

8. Unnecessary and inappropriate touching or physical contact, such as intentional and repeated brushing against a colleague's body, touching or brushing a colleague's hair or clothing, massages, groping, patting, pinching, or hugging, that a reasonable person would consider to be of a sexual nature;

9. Leering, ogling, or making sexually suggestive gestures or sounds, such as whistling or kissing noises;

10. Making inquiries about someone's private sex life or describing one's own sex life;

11. Workplace sexual comments, conduct, displays and suggestions between two willing parties in the presence of another that are inconsistent with professional workplace norms;

12. Any unwanted repeated contact, including, but not limited to in-person, or telephonic, for romantic or sexual purposes;

13. Giving a preference to someone who is engaged in a dating, romantic, or sexual relationship based on the relationship to the disadvantage of someone who is not engaged in a dating, romantic, or sexual relationship; and

14. Sexual assault, stalking, trapping someone such that they are not free to leave and a sexual encounter is expected or threatened, threats of bodily harm relating to sex or the refusal to have sex, or other crimes related to acts of sexual harassment.

E. Further, the District may treat some conduct of a sexual nature as misconduct, even when it does not rise to the level of unlawful sexual harassment actionable under the D.C. Human Rights Act. As an example, an employee who tends to greet people with a hug may have been warned that the conduct was offensive to some employees and then hugs an employee whom they have not seen in many months. The conduct may not rise to the level of "unreasonably altering the individual's terms, conditions, or privileges of employment," but it could constitute misconduct since they had been warned that some employees associate hugging with unwanted sexual contact that is offensive in the work environment.

IV. DATING, ROMANTIC, AND SEXUAL RELATIONSHIPS IN THE WORKPLACE

A. Prohibitions

1. Prohibitions on certain dating, romantic, or sexual relationships in the workplace exist to prevent real or perceived impropriety, favoritism, conflicts of interest due to power dynamics, control of an employee's assignments and performance reviews, as well as to advance fairness for all other employees, contractors, grantees, and clients. Even consensual dating, romantic, or sexual relationships can generate allegations of favoritism based on sexual relationships or sexual harassment by one of the parties or a third party. Relationships, or aspects of relationships, that may be perceived as consensual by one party may be considered coerced or harassing by the other party due to power dynamics, and relationships that start consensually may evolve into sexual harassment.

2. Subject to the conditions and implementation procedures discussed in this Order, it is now the policy of the District Government that a dating, romantic, or sexual relationship between a supervisor and any employee in the chain of command they supervise – whether supervision is direct or indirect, operational or situational – is prohibited. Note that chain of command in this definition may span agencies or divisions within an agency.

3. In addition, District Government employees shall not initiate a dating, romantic, or sexual relationship with trainees, recruits, or interns, regardless of the employee's assignment in relation to the trainee, recruit, or intern if the employee is in the same agency as the trainee, recruit, or intern.

4. Further, this Order prohibits dating, romantic, and sexual relationships when they are prohibited by applicable professional or ethical standards, such as lawyer-client, doctor-patient, or social worker-client.

5. District Government employees shall not participate personally and substantially in particular matters that affect or could affect the financial interests of someone with whom they are in a dating, romantic, or sexual relationship, whether that person is an employee, grantee, contractor, or client of the agency.

B. Designation of Person or Committee to Resolve Issues Surrounding Workplace Relationships; Existing Relationships

1, By November 17, 2023, District Government agency directors shall designate their own agency human resources agency/officers, another appropriate officer, or an office or committee to receive disclosures of relationships and resolve workplace issues arising from any prohibited dating, romantic, or sexual relationship on a case-by-case basis consistent with this Order; absent such a designation, disclosures shall be made to the Director.

2. By December 8, 2023, existing relationships that fall within the prohibitions of this Order must be disclosed to the designee identified in subsection IV.B.1. of this Order, in the manner specified by their agency or on a form to be created by DCHR, whereupon the situation will be evaluated and a resolution determined.

3. Resolution may involve giving the employees a defined but reasonable time to find a new position where the relationship is not implicated by this Order; shifting reporting structures to take the relationship out of a prohibited status; or establishment of recusal structures when the employees do not work in the same agency or division but they heretofore were in situational or operational chains of command.

4. To the extent adjustments are made in work sites or shifts, reporting structures, job duties or any other factor for one or both of the persons in the relationship, agencies shall endeavor to afford such options on a voluntary basis for all concerned, particularly if an employee not involved in a prohibited relationship is affected by any proposed accommodation of the relationship.

5. If no satisfactory resolution of the prohibited relationship can be reached, the persons in a dating, romantic, or sexual relationship may request a waiver of the provisions of this Order. Waiver requests shall be submitted to the Mayor and shall be accompanied by a recommendation from the agency or agency designee. Waiver requests may include any information relevant to the determination and shall be on a form to be created by the Department of Human Resources ("DCHR").

6. Agencies may make reasonable efforts to assist with a transfer or reassignment, without prejudicing either employee (or any other employee), but it is not the responsibility of the personnel authority or the agency to restructure their agency operations or find a new position for someone in the relationship. No agency is required to grant a request or application for a transfer.

7. Agencies may promulgate regulations or policies consistent with this Order to effect its implementation and to provide consistent treatment for employees facing this situation, though each relationship may pose unique issues. Agencies may also issue rules explaining in more detail for their agencies' employees and contractors how terms such as "dating," "chain of command" and "trainee" are to be interpreted considering their agency's operations. Agencies may prohibit dating, romantic, or sexual relationships with their own clients or clients of the agency or a subset of the agency, as the agency deems appropriate to prevent factual or perceived impropriety or favoritism. For instance, an agency with both social workers and non-licensed employees providing case work to agency clients could extend the ban on dating and sexual relationships with clients to their non-licensed employees, to hold them to the same professional standards as their licensed colleagues.

8. By December 12, 2023, agencies shall report the number of disclosed relationships to the Mayor's Office of Legal Counsel ("MOLC") and the contact information of the person handling requests for accommodation, for consideration by the Sexual Harassment Taskforce.

C. Disclosure of Relationships

1. In addition to the disclosures of existing relationships required by Section IV.B., if by promotion or agency reorganization or other circumstance, two employees in a dating, romantic, or sexual relationship would fall into a prohibited relationship status, their relationship must be disclosed as soon as the possibility of falling into prohibited status is realized by either person in the relationship.

2. If there is a reasonable likelihood that someone would raise a credible charge that there was or could be preferential treatment based on a dating, romantic, or sexual relationship that is not in a chain of command, then the employees involved in the dating, romantic, or sexual relationship must also report their relationship to the person or office designated pursuant to Section IV.B. Such reporting is necessary for consideration of whether additional safeguards are necessary and whether the prohibition on relationships based on situational supervision is implicated.

D. New Relationships

Generally, if two persons in a chain of command wish to begin a dating, romantic, or sexual relationship with each other, one party to the relationship should apply for a transfer or otherwise seek employment that eliminates the supervisory relationship before the relationship begins so that no prohibited relationship commences. For example, a supervisor may be transferred to another supervisory role so that they are not in the chain of command with the other person.

E. Conduct

1. District Government employees in a dating, romantic, or sexual relationship with another District Government employee, or client/customer of their agency, or grantee or contractor of their agency, shall conduct themselves in an appropriate manner while on duty and shall not engage in behavior that detracts from a professional work environment.

2. Any sexual activity at work sites or during an employee's working hours, regardless of location, is prohibited.

F. Violations

A violation of a provision of this Order regarding dating, romantic, or sexual relationships may not constitute sexual harassment as defined above, but an employee who engages in a prohibited relationship under Section IV.A. of this

Order or fails to disclose a relationship that is required to be disclosed shall be subject to appropriate personnel action, up to and including termination.

G. Legal Representation

If legal action is commenced against the District of Columbia and/or a supervisor who engaged in a dating, romantic, or sexual relationship with an employee, or a person engaged in a potentially-conflictual relationship, the existence of the sexual or romantic relationship will be a factor in the District of Columbia's decision to provide legal representation to the supervisor or the employee(s) engaged in a relationship.

V. PROCEDURES FOR STOPPING SEXUAL HARASSMENT; REPORTING AND INVESTIGATING SEXUAL HARASSMENT CLAIMS

A. Employee Obligations

1. District Government employees are bound by the principles set forth in the Code of Conduct at 6B DCMR §§ 1800.2–1800.4 and are expected to act at all times in a manner reflecting their roles as public servants. Depending on an employee's role in the District Government, the obligations regarding the prevention of sexual harassment may differ. "Employees" for the purpose of this Order include contractors engaged by the District Government performing work on behalf of the District similar to that as its employees, such as at District worksites.

2. All employees are obligated to:

a. Refrain from engaging in behavior that constitutes sexually harassing conduct;

b. Refrain from initiating or conducting a prohibited dating, romantic, or sexual relationship as described in Section IV.A. of this Order;

c. Disclose their own dating, romantic, or sexual relationships with other employees if required in Section IV.D. of this Order;

d. Affirm their agreement to comply with this Order;

e. Complete annual sexual harassment training;

f. Cooperate fully in any inquiry or investigation into an alleged violation of this Order; and

g. Refrain from any behavior that may call into question the impartial and harassment-free provision of services to constituents, agency clients or customers, contractors, or grantees.

3. Supervisors should take particular care to avoid conduct that could lead to allegations of sexual harassment, considering time, place, and situations of interactions with employees.

B. Employee Communication

1. To avail themselves of the procedures and protections of this Order, when a District Government employee finds conduct unwelcome, intimidating, or offensive, they may: (a) tell the person who is engaging in offensive or inappropriate sexual conduct to stop and that such conduct is unwelcome; or (b) ask the employee's supervisor, General Counsel, or Sexual Harassment Officer to advise the person that the conduct is offensive and unwelcome; or (c) proceed immediately to file a complaint of sexual harassment under this Order.

2. Employees and others engaged in intervention are encouraged to document all intervention efforts or requests to cease reported inappropriate sexual conduct, including conversations, texts, or email exchanges.

C. Reporting Allegations of Inappropriate Conduct of a Sexual Nature or Sexual Harassment

1. All District Government employees are encouraged to help ensure that District Government workplaces are free of sexual harassment. Employees who know of incidents of inappropriate conduct of a sexual nature, as well as behavior that may create an intimidating, hostile, or offensive work environment, or who are victims of inappropriate conduct of a sexual nature, should report the inappropriate conduct.

2. Employees may report to the Sexual Harassment Officer ("SHO") of their agency or any other agency, or the supervisor or manager of the employee engaging in inappropriate conduct, to their own supervisor, or to the agency General Counsel. Contractors, grantees, and customers of agencies may report allegations of inappropriate conduct of a sexual nature to the SHO of the relevant agency or any other agency, the relevant agency's General Counsel, the supervisor of the employee who engaged in the alleged inappropriate conduct, or their grant or contract administrator.

3. Allegations of sexual harassment against the Mayor, City Administrator, Mayor's Chief of Staff, Mayor's Senior Advisor, Director of the MOLC, any Deputy Mayor, or any official who directly reports to the Mayor, shall be referred to the Inspector General to determine if the allegation is credible, in which case it shall be referred for independent investigation. Such investigations shall be carried out by an entity outside the District Government and those reports shall be provided to MOLC (or the City Administrator if the allegation is against the Director of the MOLC) and the Inspector General.

D. Agency Responsibilities

1. Sexual Harassment Officers ("SHOs") and Investigations

a. Each Deputy Mayor's Office and each agency shall designate a primary SHO and an alternate SHO and shall update the designations, as needed, on an ongoing basis. Each agency shall provide the names of its SHOs to DCHR, and DCHR shall maintain a current District-wide list of agency SHOs. Further, pursuant to D.C. Official Code § 1-546.01(2), SHOs shall be registered with the Office of Human Rights ("OHR").

b. SHOs shall be trained and qualified to serve. To be qualified to serve as a SHO, individuals must have taken and continue to take annual training provided by DCHR and OHR. SHOs may but are not required to be an agency's Equal Employment Opportunity ("EEO") officer, or human resources manager; they must be competent in EEO laws and be designated by the agency to accept sexual harassment complaints and to review and investigate claims. SHOs need not be attorneys.

c. The primary and alternate SHOs for a smaller agency may be employees of another agency (i.e., the SHO of a larger agency may serve as the SHO for a smaller agency). An agency of any size may also obtain assistance from another agency's SHO in handling a particular investigation, including having another agency's SHO carry out an investigation, where there is a possibility of the appearance of a conflict of interest, or for administrative convenience. For the purposes of this Order, a smaller agency availing itself of this option will still be referred to as the "agency."

d. A person seeking to report a violation of this Order may file with any agency SHO, not solely the SHO at their agency or the agency at which the alleged sexual harassment occurred. Persons filing complaints, however, are not entitled to have the investigation conducted by the person of their choosing.

e. If a complaint is reported to someone other than the SHO, the person receiving the complaint must notify the agency SHO, unless giving notice would raise conflict of interest concerns, in which case the person must notify the agency General Counsel.

f. Unless the complaint is against the agency General Counsel, the SHO shall immediately notify the agency's General Counsel of the complaint, and the General Counsel shall thereafter notify the Mayor's Office of Legal Counsel ("MOLC"). The SHO may consult with the agency's General Counsel, or the General Counsel's designee, for legal guidance on conducting the investigation and shall notify the General Counsel of any issue that may require higher-level support. If the complaint is against the General Counsel, the SHO shall notify the MOLC directly.

g. SHOs should review DCHR's SHO training materials before initiating an investigation. DCHR has training materials on duties to inform the bargaining unit, the right to union representation during investigatory questioning, assessing credibility, unconscious bias, conducting interviews, gathering evidence, protecting confidentiality, preservation of evidence, when to stop an investigation and refer a matter for criminal investigation and more.

h. The primary function of a SHO is to accept complaints alleging violations of this Order and to gather, investigate and review the factual basis of the claim(s). SHOs may corroborate or refute factual allegations; SHOs may provide impressions and evidence regarding the credibility of witnesses. They weigh such evidence and may take into account their impressions of the credibility of witnesses. Ultimately, SHOs make and submit to the appropriate agency Director recommended determinations of whether the allegations are substantiated or are not substantiated. They are not to make legal conclusions about whether sexual harassment occurred.

i. Investigations of allegations of inappropriate conduct of a sexual nature shall be conducted, and the associated investigation report completed, as soon as practicable, within sixty (60) days after the filing of the report of the alleged sexual harassment, absent unusual circumstances.

j. The investigative report shall include a description of the allegations, a description of the SHO's investigation, a description of the evidence adduced by the SHO, and the SHO's recommended determination as to whether the allegations were substantiated. The SHO shall transmit the report to the Director or agency Director's designee and General Counsel of the agency where the alleged harasser is employed.

2. Interim Remedial Actions

a. Pending the completion of the SHO investigation and report, the issuance of the agency report, and the imposition of any disciplinary action, and to protect the rights of the alleged victim as well as the alleged harasser, the agency may take temporary personnel actions that do not result in any adverse employment action to either party.

b. When an agency becomes aware of an allegation of misconduct of a sexual nature, the agency shall notify the alleged harasser of the reported behavior and may demand that the alleged behavior cease immediately and not be repeated.

c. The agency shall take such other remedial steps as it deems appropriate to mitigate the possibility of the alleged harassing conduct continuing.

d. Interim remedial actions are administrative rather than disciplinary and may include, but are not limited to, transfers, reassignment of duty station, changed shifts, duties or reporting requirements, mandatory administrative leave with pay, or other appropriate measures that do not result in reduction of pay, demotion in title or responsibility, or other loss of employee benefits. In general, the agency should avoid moving the alleged victim or changing the alleged victim's shift, or taking similar action affecting the alleged victim, unless the alleged victim requests the action; if the agency takes such an action absent a request from the alleged victim, the agency should make clear to the alleged victim that the action is being taken in pursuit of an effective and prompt stop to any alleged harassment, and not in retaliation for reporting the alleged harassment.

e. Personnel authorities are encouraged to find alternative, reasonably comparable placement during the pendency of an investigation for the accuser or accused in lieu of administrative leave with pay, where possible and if consistent with any collective bargaining agreements.

3. Post-SHO Investigation Agency Actions

a. The agency Director or agency Director's designee may reject a SHO report and return it to the SHO for further investigation, information, documentation, or analysis if the agency Director or designee

considers the report to be incomplete, inadequate, or otherwise unacceptable.

b. If the report is not rejected, the agency Director, or the agency Director's designee, within fourteen (14) days of receiving the SHO's report, shall issue an agency report that accepts, modifies, or rejects the SHO's findings and substantiation recommendations, describes the rationale for any such modifications or rejections, and makes conclusions as to whether the substantiated allegations constitute a violation of this Order. The SHO report shall be included as an attachment to the agency Director or designee's report. The agency Director or designee shall consult with the agency's General Counsel during the preparation of the report regarding relevant legal standards or other legal issues.

c. If the report determines that a violation of this Order has occurred, the report shall be submitted to the agency's human resource officer for appropriate disciplinary action, up to and including termination. The agency shall require that any employee found to have violated this Order whose employment is not terminated must attend mandatory sexual harassment training within sixty (60) days after the issuance of the agency report.

d. The agency must provide the employee and the alleged harasser with a summary written notification of its findings and conclusions (final agency decision) after the sixty (60) day period and shall convey the same to MOLC within five (5) days after it is issued. The notice shall include a description of each allegation and the agency's determination as to whether the allegations were substantiated or were unsubstantiated. Such notice shall not include summaries of witness interviews, credibility determinations, or legal analysis; the notice is a simple recitation of the allegations and the determination as to whether the allegations were substantiated or were unsubstantiated.

e. Any conclusion in the SHO or Director's report that a violation of this Order occurred does not constitute a final legal conclusion that sexual harassment under the D.C. Human Rights Act or federal law occurred. Conversely, a finding that was not substantiated is not a legal conclusion that no violation of the D.C. Human Rights Act or federal law occurred.

f. Consistent with norms regarding the privacy of personnel actions, the complaining party shall not be informed of any disciplinary actions against the alleged harasser.

g. Regardless of whether a complaint has been substantiated, relevant staff, including the General Counsel, are authorized to work together to advise the Director or deciding official as to whether to recommend or implement personnel actions or management procedures to reduce the possibility of reoccurrence of any inappropriate behavior or behavior that poses risks for the District. Any meetings among the General Counsel, human resources staff, and agency management shall endeavor to preserve the confidentiality of the complaint generating the meeting or consultation to the greatest extent possible.

4. Communicating the Order: Orientation, Pledges, Training, and Notifications

a. The personnel authority shall circulate this Order to all new hires during their orientation, shall give each new hire time to read a summary of the Order during orientation, and shall obtain a signed verification that the new employee has read the summary and pledges not to engage in sexual harassment or any other conduct that violates the rules prohibiting sexually harassing behavior, certain dating, romantic, or sexual relationships, and requiring disclosure of certain relationships. Agencies with supplemental orders relating to sexual harassment shall provide those orders, too, to onboarding employees.

b. When individual contractors are working inside an agency in a manner akin to a District Government employee, the agency or the supervising contractor shall obtain signatures from individuals during onboarding orientations affirming their agreement to abide by this Order.

c. New employees shall take a course on sexual harassment as part of the on-boarding process and in no event more than fourteen (14) days after being on-boarded. Agencies shall by December 11, 2023

circulate this Order to all current employees.

d. Agencies shall follow up to provide delivery to difficult-to-reach employees, including employees on leave and work-related travel. Agencies are responsible for confirming that each employee has received this Order by email, verification through Peoplesoft, or return of a signed copy.

e. By December 11, 2023, each agency shall email the names of the agency's primary and alternate SHOs to all its employees and shall send reminders or updates of who the agency's SHOs are at least annually to agency employees.

f. Each agency shall prominently post notices in conspicuous locations accessible and used by a substantial number of agency employees, identifying the agency SHO and Alternate SHO, how to report sexual harassment, and that sexual harassment investigations are to be kept confidential to the greatest possible extent consistent with their investigation and resolution. Agencies shall post the notices no later than thirty (30) days after receipt of the template notice from the Office of Human Rights required by Section V.K. of this Order.

g. Agencies shall take a digital photograph of each posting and transmit it to the SHO program coordinator at DCHR with a description of the location at the time of each posting.

h. Individuals and entities entering into contract or grant agreements with the District Government must affirm that they will abide by the D.C. Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR § 1100 et seq.

i. District agencies drafting contracts and grants shall require such affirmations as part of the contract or grant agreement.

E. Employee Responsibility to Participate in Agency Investigations

1. District Government employees are required to cooperate fully in a SHO or independent investigation of a workplace sexual harassment complaint.

2. If an employee who alleges sexual harassment or is believed to have been the victim of sexual harassment declines to assist and/or participate in the investigation of the allegation, or requests the agency not conduct an investigation, the agency may on its own initiative investigate or refer the matter for investigation.

3. Employees who were not themselves victimized, who, after a direct request by the SHO or other investigator, decline to participate in a sexual harassment investigation, may be subject to disciplinary action.

4. Any consideration of whether to recommend disciplinary action for failure to cooperate in an investigation on the part of an alleged victim requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

F. Discipline for Making False Statements or Representations

1. Making materially false statements, and misrepresentation, falsification or concealment of material facts or records in an investigation of allegations of sexual harassment is conduct warranting disciplinary action, up to and including termination.

2. Consideration of whether to recommend disciplinary action against an employee who is also the alleged victim of sexual harassment requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

G. Discipline after a Finding of Sexual Misconduct or Harassment

The agency shall recommend appropriate disciplinary action, such as described in Section 1607.2(k) of the District Personnel Manual, 6B DCMR § 1607.2(k), up to and including termination of any employee found to have engaged

in sexual misconduct or sexual harassment as defined in Section III of this Order.

H. Rights of the Alleged Harasser

Persons accused of sexual harassment deserve the full protections afforded to them under the law in administrative matters, including, but not limited to, the right to respond to allegations of sexual harassment; to counsel and representation, including a union representative or other representative of their choosing, and including the presumption of innocence, unless and until there is a finding of harassment after an investigation by the agency or where appropriate, OHR. The right to counsel does not include the right to have counsel paid for by the government.

I. DCHR Responsibilities

1. DCHR shall quarterly reach out to all designated primary and alternate SHOs to confirm that they continue to serve in those roles. If DCHR is unable to reach a designated SHO or to confirm that the individual still serves as the agency's primary or alternate SHO, DCHR shall work with the agency to identify a new primary or alternate SHO for the agency. DCHR shall post a list of agency SHOs on its website and update it as necessary.

2. DCHR shall develop reporting forms for disclosure of dating, romantic, and sexual relationships and for applications for waivers of the prohibition on relationships in the chain of command.

3. DCHR shall work with agencies to verify that all employees have completed the annual training on sexual harassment required by Section V.A.1.e. of this Order.

4. DCHR, working with the Office of the Chief Technology Officer, shall create a means through Peoplesoft for employees to acknowledge their receipt of the Order and agreement to comply with its provisions.

5. DCHR, in consultation with OHR, shall review, update, and provide training materials for agency SHOs, including training on investigative techniques.

6. DCHR shall establish qualification standards for SHOs and verify each SHO's qualification to serve as a SHO.

7. DCHR, in consultation with OHR and the Sexual Harassment Task Force, shall create and disseminate training and collateral materials on this Order, the sexual harassment provisions of the D.C. Human Rights Act, and other sexual harassment law and policy, to all agencies under the direct authority of the Mayor and to such independent agencies as may request access to DCHR materials. The training and collateral materials should be tailored to employees in various roles, such as senior officials, managers, attorneys, human resources personnel, and new or existing employees, and should take into account that many District Government employees work primarily in the community and may not have regular access to computer-based training modules.

J. Office of Human Rights (OHR)

1. OHR shall develop training for EEO officers on the standards of the D.C. Human Rights Act, including the changes made by the Human Rights Enhancement Amendment Act of 2022.

2. OHR shall provide consultative services to DCHR and the Sexual Harassment Task Force in creating and disseminating training and collateral materials on this Order, the sexual harassment provisions of the D.C. Human Rights Act, and other sexual harassment law and policy, to all agencies.

3. OHR shall provide a template notice to agencies for agencies to post where the agencies can fill in the name of their SHO and alternate SHO and providing basic information on the prohibition against sexual harassment, how to report, and confidentiality, pursuant to Section V.E.4.d. of this Order.

VI. PROHIBITION AGAINST RETALIATION

A. Retaliation Prohibited

Retaliating against a District Government employee for reporting or filing a claim of sexual harassment, assisting another person in reporting or asserting a claim of sexual harassment, opposing sexual harassment, acting as a witness in a sexual harassment investigation, refusing to follow orders that would result in sexual harassment, intervening to protect others from sexual harassment or advances, or challenging an allegation of sexual harassment, is strictly prohibited. Employees shall not be penalized as a result of their assertion of their rights under the D.C. Human Rights Act or providing truthful information in connection with an investigation (whether on behalf of a complainant or a respondent). Retaliatory behavior may include, but is not limited to, unwarranted reprimands, unfairly downgrading personnel evaluations, transfers to less desirable positions, verbal, or physical abuse, and altered and more inconvenient work schedules. Employees found to have engaged in retaliatory behavior shall be recommended for appropriate disciplinary action, up to and including termination.

B. Process for Alleging Retaliation

Claims of retaliation are generally beyond the scope of the investigatory authority of agency SHOs because SHOs may not be trained in assessing the legality or validity of managerial decisions such as evaluations and assignments and investigations into retaliation would be difficult to conduct in the rapid timeframe set forth in this Order. Employees who believe they have been retaliated against must file a complaint with an EEO Counselor within one hundred and eighty (180) days of the alleged retaliation and subsequently file a complaint with OHR within fifteen (15) days of receipt of the Exit Letter if the employee is not satisfied with the outcome of EEO counseling.

VII. LIMITS

Lodging a complaint regarding sexual harassment does not shield an employee from all discipline or discharge. Agencies may discipline or separate a complainant if the agency is motivated by non-retaliatory and non-discriminatory reasons that would otherwise result in such discipline or separation.

VIII. CONFIDENTIALITY

A. Protecting confidentiality is critical to encouraging victims of sexual harassment to come forth and share their stories. It encourages witness cooperation and protects the reputations of those involved. For those reasons, SHO investigations should be kept confidential.

B. Confidentiality is not absolute. SHOs must disclose information to the alleged harasser for the alleged harasser to have a full and fair opportunity to respond. SHOs may have to disclose information to witnesses to gather more information from them. SHOs must keep agency General Counsels updated for reporting purposes and for investigation support purposes. SHOs also may have to disclose criminal conduct or threats to law enforcement. SHOs should not make pledges of total confidentiality.

C. Investigative reports are confidential, highly private, and deliberative and shall not be released without a court order. Neither the complainant nor the alleged harasser shall be provided with a copy of the investigative report.

D. SHOs, the agency, and MOLC shall take all reasonable steps to ensure that no information contained in the complaint file is disseminated except in furtherance of the investigation; for entry into E-risk or another risk management system; to assist in resolution of the allegations; as necessary for execution of any consequences stemming from the investigation; when lawfully released; or when required by court order.

IX. TIMELY FILING AND STATUTE OF LIMITATIONS

Complaints of sexual harassment shall be reported as promptly as possible. Agencies should investigate alleged acts of sexual harassment beyond the legal statute of limitations, or deadlines otherwise provided by regulation or collective bargaining agreement, taking into consideration the sensitive nature of the alleged offense, the pressure the complainant may have felt not to report the conduct, when the victim became aware of behavior that was not immediately apparent, or a pattern of harassing behavior that developed over time. Some remedies or sanctions may be unavailable due to delays in filing, but even delayed investigations may yield information to the agency in its ongoing efforts to prevent and remediate sexual harassment or may add to the credibility of similar, future allegations should a pattern emerge of allegations against a particular person or practice.

X. RECORDS

A. Agencies shall maintain records of complaints and investigations conducted for three (3) years from the date of the complaint.

B. For each fiscal year, each agency shall track how many complaints of sexual harassment were made by the agency's employees; were made about its agency employees by customers/clients of the agency; grantees or contractors of the agency, and how many complaints were made of sexual harassment of the agency's employees by customers/clients, grantees or contractors, or members of the public during the agency's duties.

C. In addition to the number of complaints, agencies shall track how many matters were investigated; were resolved by mediation; were substantiated; were deemed unsubstantiated; resulted in administrative or disciplinary action against one or more individuals determined to have violated this Order or sexually harassed the complainant; have resulted in legal action; have resulted in a settlement (including the amount of any financial settlement); and how many are pending. Pursuant to the Sexual Harassment Data Collection Act, annual fiscal year data required to be produced under D.C. Official Code § 1-546.02 shall be transmitted to the Office of Human Rights on or before October 15 of each year.

D. Centralized reporting, however, should be ongoing, and agencies are directed to submit such interim, monthly, or quarterly reports as may be requested by DCHR, the MOLC, OHR, or the Sexual Harassment Task Force, and to enter incidents into E-Risk as directed.

E. Any warnings to an employee(s) to halt a particular type of behavior – whether generally or as to a particular employee(s) – shall be recorded and transmitted to the agency's human resource office and to the Mayor's Office of Legal Counsel. In the context of addressing complaints of sexual harassment, any other interventions made for an employee, customer/client, grantee or contractor shall also be recorded, whether or not they arose from an informal counseling session, a complaint of sexual harassment, a complaint regarding behavior in a dating, romantic, or sexual relationship, anonymous report, or any other means.

XI. CONCURRENT REMEDIES AND JURISDICTION

A. Non-Exclusivity of Remedies

This policy is intended to supplement or be an alternative to other processes that allow persons to complain of sexual harassment. The procedures established by this Order are separate and distinct from other options persons with grievances relating to sexual harassment may have, through the Office of Human Rights, the Equal Employment Opportunity Commission, any grievance procedure available under their collective bargaining agreement, ethics complaint and investigation processes administered by the Board of Ethics and Government Accountability, or any other statutory or regulatory complaint process. Filing a complaint under this Order does not stay or delay any filing deadlines in any other forum.

B. Filing a Formal Complaint with the Office of Human Rights

In addition to pursuing action within the agency, an alleged victim of sexual harassment, or a person acting on the victim's behalf with or without the victim's consent, may report a sexual harassment claim within one year of the alleged harassment or its discovery to OHR using its Intake Questionnaire Form. EEO counseling is not required prior to the filing of a complaint with OHR.

C. Filing a Complaint with the Equal Employment Opportunity Commission

Some complaints may fall within the jurisdiction of the federal Equal Employment Opportunity Commission.

D. Relationship and Remedies under Negotiated Grievance Claims

Filing a report or complaint under this policy does not satisfy the requirements for filing a negotiated grievance and obtaining remedies under a collective bargaining agreement, nor does the complaint under this Order delay the

time limits for initiating such a procedure. To pursue a negotiated grievance claim, the employee should file a grievance in accordance with the provisions of the applicable collective bargaining agreement.

E. Criminal Remedies and Referrals

1. Where there is an allegation of criminal misconduct, including for example, sexual assault, kidnapping, stalking, or a threat to do bodily harm, the agency may, after consulting its General Counsel, place the victim and/or the alleged harasser on administrative leave with pay pending final administrative resolution of the complaint or any criminal proceeding.

2. The complainant at his or her choice may report the alleged criminal violation to a law enforcement agency, including the Metropolitan Police Department ("MPD"). Where a criminal violation occurred, the agency shall recommend discipline of the perpetrator up to, and including, termination.

3. While it is generally the alleged victim's decision to report sexual harassment offenses for possible criminal prosecution, if during an investigation the agency uncovers evidence of ongoing crimes (such as sexual extortion of beneficiaries of government services) or criminal activity collateral to or extending beyond the reported allegations of sexual harassment, such as gun-related offenses, the agency shall notify law enforcement.

F. Crime Victim Hotline

The agency shall also remind complainants of sexual assault or other possible crimes of the existence of the DC Victim Hotline. The hotline, 1-844-443-5732, is available 24/7 by telephone, text, or online chat to seamlessly connect victims of crime to free resources to help them navigate the physical, financial, legal, and emotional repercussions of crime. Through the hotline, victims may be matched with an advocate who can help them decide whether to pursue a matter through the criminal justice process.

G. Courts of Law

This Mayor's Order is directed towards preventing and remedying sexual harassment in District Government operations and it does not preclude complainants from obtaining counsel and pursuing any remedies they may have in courts of law. The options discussed in this Order do not constitute legal advice; deadlines for filing, procedures, and substantive offenses or remedies may change over time.

XII. APPLICABILITY OF PERSONNEL RULES

Any proposed personnel action instituted under this Order is subject to the regulations set forth in the District of Columbia Personnel Manual at Title 6B of the District of Columbia Municipal Regulations.

XIII. SEXUAL HARASSMENT TASK FORCE

A. There is hereby established the Sexual Harassment Task Force as an internal task force comprised of representatives of the Office of Human Rights, the Mayor's Office of General Counsel, the Department of Human Resources, the Assistant City Administrator, and the Mayor's Office of Legal Counsel, as designated by the head of each office, and such other individuals as these members may invite to serve as additional members of the task force. The task force shall meet from time to time to develop and advise on trainings, make recommendations about needed policies, review draft regulations, and otherwise take action or recommend measures to fulfill the intent of this Order: including to reduce the incidence of sexual harassment, train employees on what to do when faced with inappropriate workplace conduct, including harassment, and provide additional, effective procedures for addressing inappropriate conduct of a sexual nature. The task force may invite experts and other individuals to participate in the meetings and deliberations of the task force.

B. The Sexual Harassment Task Force shall, no later than May 1, 2024, make recommendations in the following areas and shall provide such recommendations to the appropriate agencies with authority to carry out the

recommendations or make final decisions regarding them. The recommendations need not be in the form of a report and may remain deliberative discussion items until finalized and accepted:

1. Communications to District Government employees about the District's sexual harassment policies;

2. Updates to required trainings for SHOs and agency General Counsels;

3. Recommendations for building a workplace free from sexual harassment;

4. Any recommended adjustments to prohibitions and disclosures regarding dating, romantic, and sexual relationships; and

5. The performance and progress by the agencies named in this Order in completing the responsibilities assigned to them.

XIV. SUPERSESSION

This Order supersedes Mayor's Order 2017-313 and any other provision of a previous Mayor's Order or practice pursuant to that Mayor's Order, to the extent of any inconsistency.

XV. EFFECTIVE DATE: This Order shall become effective November 10, 2023.

_____

MURIEL BOWSER

MAYOR

ATTEST: _____

KIMBERLY A. BASSETT

SECRETARY OF STATE OF THE DISTRICT OF COLUMBIA

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Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director		10/15/25
2. Chris Earley, Deputy Director	CEE	10/16/25
3. Julia Wiley, General Counsel	JW	10/9/25
4. Bill Winston, Associate Director of Community Services	WW	10/2/25
5. Granville M. Woodson, Program Analyst	GMW	9/30/2025
6.		

SUBJECT: Lydia House Grant Agreement (Housing Counseling)

Director's Comments:

Action

APPROVAL	CIRCULATE	CORRECTION	FILE	FYI	INVITATION	MEETING	SIGNATURE
☒	☐	☐	☐	☐	☐	☐	☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Lydia's House $400,000.00 Grant #2025-07

Originating Office

FROM: G. Woodson	TELEPHONE NUMBER:
DATE: 9/30/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE:

OFFICE OF THE DIRECTOR
OCT 16 '25 AM10:29

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

10/2/25 #138

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

OCT 16 2025

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Granville M. Woodson
Program Analyst

Date: September 30, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division request execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Lydia's House**
ACTIVITIES FUNDED:	**Housing Counseling**
GRANT AMOUNT:	**$400,000.00**
ATTACHMENTS:	**FY25 Executed Grant Agreement #2025-07** **FY26 Modification Agreement #2025-07** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-07
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

MODIFICATION OF GRANT AGREEMENT
BY AND BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
AND
LYDIA'S HOUSE IN SOUTHEAST

This Modification of Grant Agreement (the **"Modification"**) is entered into as of the 16 day of October 2025, (**"Effective Date"**), by and between the **District of Columbia**, a municipal corporation (hereinafter sometimes referred to as the **"District"**), acting by and through the District of Columbia Department of Housing and Community Development (hereinafter referred to as the **"Grantor"** or **"DHCD"**), and **Lydia's House in Southeast** [Entity Identifier HA5MFJL1PBF6], a non-profit corporation organized and existing under the laws of the District of Columbia, (hereinafter sometimes referred to as the **"Grantee"**) with its principal place of business at 4101 Martin Luther King Jr. Ave SE, Washington, DC 20032. The Grantor and Grantee shall be together referred to as the "Parties."

RECITALS:

1. DHCD, with offices at 1909 Martin Luther King, Jr. Avenue, SE, Washington, DC, 20020, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program pursuant to the District of Columbia Community Development Act of 1975 (D.C. Official Code § 6-1001 *et seq.*) and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Parties entered into a Grant Agreement (DHCD Contract No. 2025-07) **("Grant Agreement or "Agreement")** effective on February 1, 2025, that memorialized a funding award to Grantee derived from the District's Community Development Block Grant Program ("CDBG") Grant allocation for the purpose of providing a range of HUD housing counseling services that benefit low and moderate-income persons in the District of Columbia for the period from February 1, 2025 through December 31, 2025. (**"Grant Term"**). The Grant Agreement is attached hereto as ***Exhibit A*** and incorporated herein.

3. Section III.C. of the Grant Agreement included an erroneous statement regarding immigration status of Grant services beneficiaries.

4. Pursuant to Section XXII. of the Agreement, the Parties desire to amend the Agreement to correct that erroneous statement and for other purposes.

NOW, THEREFORE, in consideration of the mutual agreements of the Parties set forth herein, the Parties hereby agree as follows:

1. The above recitals are hereby incorporated and made a part of this Amendment.

2. Capitalized terms used in this Amendment that are not defined herein shall have the meanings given to such terms in the Grant Agreement.

3. **Section III. Grant Award Subsection C. Paragraph 1**
The second sentence, to include footnote 5 for a Housing Counseling Services Grant or footnote 7 for a Small Business Services Grant is deleted. **This change is retroactive to the Grant Effective Date.**

4. **Section IV. Grant Term and Periods of Performance**
The Grant term and Periods of Performance are revised. The text in the first paragraph of Section IV. is deleted and replaced with the following text:

*The term of this Agreement shall commence on the Effective Date and continue through September 30, 2026 (**"Grant Term"** or **"Term"**). There are two Performance Periods during this Term. The first Performance Period begins on the Effective Date and ends on September 30, 2025. The second Performance Period begins on October 1, 2025, and ends on September 30, 2026.*

5. **Section III. Grant Award** is amended to add a new subsection B. to read as follows:

*B. The Grant Award is amended to authorize a budget for Grant services to be provided during the Performance Period that begins October 1, 2025, and ends on September 30, 2026. (**"FY 2026 or FY 26"**). Total Grant authority in FY 26 shall not exceed **Four Hundred Thousand Dollars and No Cents [$400,000.]**.*

The FY 2026 Grant funding is allocated as follows:

Sources and Uses of Funds:

Non-Public Service ("NPS") [CDBG EN]	*$ 65,000.*
NRSAs Ward 7 and Ward 8 [CDBG EN]	*$335,000.*
TOTAL CDBG [EN]	*$400,000.*
TOTAL AWARD [All Sources]	*$400,000.*

Notwithstanding the designated source of funds, the Grantor reserves the right to provide funding from another source(s). In all cases, applicable Federal and District laws and regulations shall apply regardless of the source.

The FY 26 funds will be used to fund a range of services which HUD has defined as (insert one of the following)

- ***Housing Counseling Services: Public Services and Non-Public Services provided by a HUD Approved Counseling Agency ("HCA").***

The specific Grant activities are described in ***Exhibit B*** *attached hereto, which includes:*
(a) the Statement of Work,
(b) The Grantor approved Workplan

(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as ***Exhibit C****. and incorporated herein. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.*

6. The Parties agree that this Modification does not otherwise affect or impair their obligations under the Grant Agreement, and all terms, conditions and obligations of the Grant Agreement, not amended herein, shall continue in full force and effect as prescribed in the Grant Agreement.

7. This Modification shall be binding upon and inure to the benefit of the Parties to this Agreement and to their successors and assigns and continue so long as the Grant Agreement is effective.

8. Grantor and Grantee agree that if any of the terms and conditions contained herein shall contradict any of the terms and conditions in the Grant Agreement, the terms and conditions contained herein shall prevail.

IN WITNESS WHEREOF, the Parties have executed this Modification by and through their duly constituted and authorized officers and agents on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-07
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

GRANTOR SIGNATURE PAGE

DISTRICT OF COLUMBIA, a municipal corporation acting by and through the Department of Housing and Community Development

By: _____
Colleen Green
Director

10/16/25
Date

Legal Review:

By: Julia H Wiley
Office of the General Counsel
Department of Housing
and Community Development

Date: 10/9/25

DHCD Contract No. 2025-07
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

GRANTEE SIGNATURE PAGE

LYDIA'S HOUSE IN SOUTHEAST
a District of Columbia nonprofit corporation

By: _____
Cliff M. Beckford
Executive Director

10/20/2025
Date

DHCD Contract No. 2025-07
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT A

FY 2025 Grant Agreement

DHCD Contract No. 2025-07
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT B

FY 2026 Statement of Work
and
Workplan

DHCD Contract No. 2025-07
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT C

FY 2026 Budget

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education, and training services to support DHCD's housing programs and initiatives and promote compliance with District housing regulations. All the services are intended to empower potential homeowners, actual homeowners, and tenants to preserve affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership, (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner-occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached work plan and performance measures. Marketing and outreach for the services provided is an activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals, and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of this service, the Grantee shall conduct a complete needs assessment of everyone based on (a) the initial request for housing counseling, (b) the Grantee's additional knowledge of the individual, and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow-up and conduct a final assessment of the services' impact. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program

FY25 Housing Counseling Services Workplan

Organization Name:	Lydia's House in Southeast
Grant Number:	2025-07

Performance Period: 10/1/2025 to 09/30/2026

RFA Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	NRSA Ward 7 & 8 All Services	Total
A1	HUD Housing Counseling	20	Number of First Time Homebuyers Purchasing Homes	Public Service or NRSA		$0.00	$107,519.06	$107,519.06
A1		750	Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		750	Number of 1:1 Counseling Sessions (Budget & Credit)					
A1		1000	Number of unduplicated households					
A1		150	Number of 1:1 Homebuyer Counseling Sessions					
A1		800	Number of unduplicated households					
A2	8-Hour Homebuyer Class	12	Number of 8-hour Homebuyer Education Classes	Public Service or NRSA		$0.00	$97,598.19	$97,598.19
A2		700	Number of Attendees of 8-hour Homebuyer Classes					
A2		700	Number of DHCD Certificates Issued					
A3	HPAP (EAHP/NEAHP)	12	Number of HPAP Pre Purchase Orientations conducted	Non-Public Service or NRSA		$48,486.47	$42,506.35	$90,992.82
A3	(NPS ONLY)	400	Number of Attendees at HPAP Orientations					
A3		125	Number of Files submitted to HPAP Administrators					
A3		350	Number of 1:1 HPAP Counseling Sessions					
A3		350	Number of unduplicated households					
A4	IZ/ADU Orientations	20	Number of IZ Orientations Conducted	Public Service or NRSA		$0.00	$37,830.65	$37,830.65
A4		1500	Number of Attendees at IZ Orientations					
A4		1500	Number of DHCD Certificates Issued					
A5	IZ/ADU Income Certifications	0	Number of IZ/ADU Income Certifications completed	Public Service or NRSA		$0.00	$0.00	$0.00
A6	PADD	0	Number of PADD group training/coaching	Public Service or NRSA		$0.00	$0.00	$0.00
A6		0	Number of Attendees at PADD group training					
A6		0	Number of 1:1 PADD sessions (if applicable)					
A6		0	Number of unduplicated households receiving 1:1 PADD sessions					
A6		0	Number of PADD Income Certifications					
A7	General Housing Services & Information (Group Training)	6	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)	Public Service or NRSA		$0.00	$17,852.67	$17,852.67
A7		90	Number of Attendees at Financial Literacy Trainings					
A7		0	Number of Homebuyer Clubs Meetings					
A7		0	Total of Attendees at Homebuer Club Meetings					
A7		0	Number of group trainings or workshops not reported in other categories					
A7		0	Number of Attendes at group trainings or workshops not reported in other categories					
B10	Eviction Counseling	0	Number of Eviction workshops	Public Service or NRSA		$0.00	$0.00	$0.00
B10		0	Number of Attendees at Eviction workshops					
B10		0	1:1 Eviction Counseling					
B10		0	Unduplicated households 1:1 Eviction Counseling					
B10		0	Number referred to Attorney(s) for Legal Services					
B10		0	Number of 1:1 Attorney Consultations (Law Firm Subrecipients Only)					
B10		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecipients Only)					
B10		0	Number Evictions Prevented					
B11	SFRR	8	Number of SFRRP Orientations conducted (required)	Public Service or NRSA			$17,852.67	$17,852.67
B11		100	Number of 1:1 Intake sessions					
B11		100	Number of unduplicated households					
B11		40	Number of complete applications submitted in SFRRP Portal					
B12	Legal Services for Seniors, Coops and Condos	0	Senior households receiving legal services	Public Service or NRSA				$0.00
B12	(Law Firm Subrecipients Only)	0	Coop Associations receiving legal services					
B12		0	Condo Associations receiving legal services					
B12		0	Number of Pro Bono Legal Services Recruited and Retained					
B12		0	Number of Trainings for Law Firms (Trainings)					
B12		0	Number of Attendees at trainings for Law Firms (Attendees)					
B12		0	Number of new partnerships initiated					
B12		0	Total Number of Trainings to and work with Pro Bono Provided					
B12		0	Number of outreach presentations conducted					
B12		0	Number of outreach activities conducted					
B12		0	Number of Senior Households that received Legal Counsel or Consultation					
B12		0	Number of Senior households that received Legal Representation					
B12		0	# of clients helped with Schedule H					
B12		0	# of clients helped with life planning docs					
B12		0	# pro bono attorneys engaged in housing-related matters					
B12		0	# veterans receiving legal counsel/advice					
B13	Technical Assistance for Co-Ops and Condo Associations	0	Number of Co-Op Associations receiving Technical Assistance	Public Service or NRSA				$0.00
B13	Coops	0	Number of Action Plans written for Co-Op Associations					
B13	Coops	0	Number of Successful Outcomes for Co-Op Associations					
B13	Coops	0	Number of Asset Management Improvement Services Provided for Co-Op					
B13	Coops	0	Number of Asset Management Tactical Support Services Provided to Co-Op					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Legal Assistant Services provided to Distressed Co-Op Associations					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Organization Sustainability Tactical Support Services Provided to Co-Ops					
B13	Coops	0	Number of Ownership Education Sessions provided to different ownership models including shared equity					
B13	Coops	0	Number of Relocation Plans completed and accepted for Co-Ops					
B13	Coops	0	Numbers of Trainings on Board Operations Governance & Management to Co-ops					
B13	Coops	0	Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management					
B13	Coops	0	Number of written Asset Management & Sustainability Plans for Co-Ops					
B13	Condos	0	Number of Condo Associations receiving Technical Assistance					
B13	Condos	0	Number of Action Plans written for Condo Associations					
B13	Condos	0	Number of Successful Outcomes for Condo Associations					
B13	Condos	0	Number of Asset Management Improvement Services Provided for Condo					
B13	Condos	0	Number of Annual Survey of Clients (interactive) to gauge success and appropriate methodologies completed for Condo					
B13	Condos	0	Number of Asset Management Tactical Support Services Provided to Condo					
B13	Condos	0	Number of Legal Assistant Services provided to Distressed Condo Associations					
B13	Condos	0	Number of Consultative Services Provided to Condo Associations and Clients					
B13	Condos	0	Number of Organization Sustainability Tactical Support Services Provided to Condo Associations					
B13	Condos	0	Number of Relocation Plans completed and accepted for Condo Associations					
B13	Condos	0	Numbers of Trainings on Board Operations Governance & Management to condo associations					
B13	Condos	0	Number of written Asset Management & Sustainability Plans for Condo Associations					
B13	Coops and Condos	0	Number of Annual Survey of Clients (interactive) to gauge success and appropriate methodologies completed					
B13	Coops and Condos	0	Number of Associations (Coops and Condos) referred to pro/at nonprofit Law Firm					
B13	Coops and Condos	0	Number of Trainings on Development including Relocation and Construction Management					
B14	Technical Assistance for Small Apartment Owners (25 units and less)	0	Number of Inquiries Received	Public Service or NRSA				$0.00
B14		0	Number of Owners/Managers receiving Services					
B14		0	Number of Action Plans Written					
B14		0	Number of Action Plans Implemented/Completed					
B14		0	Number of Owners/Managers needing Asset Management Guidance					
B8	General Home Management (Post Purchase Non-Delinquent)	4	Number of Homeownership Preservation Workshops	Public Service or NRSA			$8,501.27	$8,501.27
B8		25	Number of Attendees at Homeownership Preservation Workshops					
B8		2	Number of Post-Purchase Workshops (not including Homeownership Preservation)					
B8		25	Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)					
B8		25	Number of 1:1 Post-Purchase Counseling Sessions					
B8		25	Number of Unduplicated households participating in 1:1 Post-Purchase Counseling Sessions					
B9	Foreclosure Counseling	4	Number of Foreclosure Workshops	Public Service or NRSA			$17,852.67	$17,852.67
B9		40	Number of Attendees at Foreclosure Workshops					
B9		40	Number of 1:1 Foreclosure Counseling Sessions					
B9		40	Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions					
B9		0	Number of 1:1 Attorney Consultations (Law Firm Subrecipients Only)					
B9		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecipients Only)					
B9		0	Number referred to Attorney(s) for Legal Services					
B9		6	Number of Foreclosures Prevented					
C15	TOPA Pre-Purchase Counseling & Training	0	Number of TOPA Meetings with Tenant Association	Public Service or NRSA				$0.00
C15		0	Number of Attendees at TOPA Meetings					
C15		0	Number of TOPA Training Workshops to Tenants					
C15		0	Number of Attendees at TOPA Training Workshops					
C16	TOPA Post-Purchase Counseling & Training	0	Number of TOPA Post Purchase Training Workshops	Public Service or NRSA				$0.00
C16		0	Number of Attendees at TOPA Post Purchase Workshops					
C16		0	Number of unduplicated households					
C16		0	Number of one on one counseling sessions					
C16		0	Number of group training/coaching					
C17	Tenant Counseling for HRA - Rental Accomodation Division	0	Number of unduplicated households	Public Service or NRSA				$0.00
C17		0	Number of one on one counseling sessions					
C17		0	Number of group training/coaching					
C17		0	Number of Attendees at group training/coaching					
Marketing	MARKETING AND OUTREACH	4	Housing Fairs	Public Service or NRSA			$4,000.00	$4,000.00
Marketing		8	Other Tabling Events					
Marketing		1500	Flyers Distributed					
Marketing		60	Social Media Posts (Facebook, LinkedIn, Instagram)					
Marketing		400	Mailings					
Marketing		1	Paid Advertising (display ads in print)					
Marketing			Other					
Marketing			Other					
	TOTALS	12401			$0.00	$48,486.47	$351,513.53	$400,000.00

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
RESIDENTIAL & COMMUNITY SERVICES (NBA)

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	Lydia's House
PERIOD OF PERFORMANCE:	10/1/2025 to 09/30/2026
FISCAL YEAR:	FY 2026
TYPE OF ACTIVITY:	HOUSING COUNSELING & SERVICES

Instructions: Please add rows as needed.

Cost Category	Oct/Nov/Dec	Jan to Sept	Total
Personnel (Salary & Fringe)	$65,849.18	$194,435.28	$260,284.46
Consultants	$3,900.00	$12,150.00	$16,050.00
Space	$8,700.00	$26,100.00	$34,800.00
Accounting	$0.00	$0.00	$0.00
Telephone	$3,204.00	$9,517.62	$12,721.62
Consumables	$450.00	$400.00	$850.00
Marketing & Outreach	$750.00	$750.00	$1,500.00
Training	$600.00	$400.00	$1,000.00
IT Services & Support	$3,420.00	$10,800.00	$14,220.00
Cleaning	$3,200.00	$3,200.00	$6,400.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$90,073.18	$257,752.90	$347,826.08
Total Indirect Costs (De Minimis Cost Rate up to Max 15%)	$13,510.98	$38,662.94	$52,173.91
Total Costs	$103,584.16	$296,415.84	$400,000.00

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
RESIDENTIAL AND COMMUNITY SERVICES (NBA)

Budget Form A (3-2): Personnel Information

Rev. 06/25/2025

ORGANIZATION NAME:	Lydia's House
FISCAL YEAR:	FY 2026
BUDGET PERIODS:	10/1/2025 to 12/31/2026
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Oct/Nov/Dec Hourly Rate	Q1 # of Hours	Jan-Sept Hourly Rate	Jan-Sept # of	Total Costs
[redacted]						
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
Personnel Subtotals				Personnel Subtotals		$216,903.72
Fringe Benefits (Max 20%)				Fringe Benefits (Max 20%)		$43,380.74
Total Grant Personnel Costs				Total Grant Personnel Costs		$260,284.46

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director	CG	3/24/25
2. Chris Earley, Deputy Director	CE	3/21/25
3. Julia Wiley, General Counsel	JW	3/20/25
4. Bill Winston, Associate Director of Community Services	JWLW	3/20/25
5. Clyde Edwards, Program Analyst	CDE	3/13/25
6.		

SUBJECT:

Director's Comments:

Action

APPROVAL	CIRCULATE	CORRECTION	FILE	FYI	INVITATION	MEETING	SIGNATURE
☒	☐	☐	☐	☐	☐	☐	☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Lydia;s House- NBAP FY25 Housing Services $268,000.00 Grant # 2025-07

Originating Office

FROM: C. Edwards	TELEPHONE NUMBER:
DATE:3/13/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE:

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

REV 1.0 10/25/23

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

To: Colleen Green
Director

MAR 24 2025

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Clyde D. Edwards
Economic Development Program Specialist

Date: 3/20/2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Lydia's House in Southeast DC**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$ 268,000.00**
ATTACHMENTS:	**FY25 Grant Agreement #2025-07** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

DISTRICT OF COLUMBIA.

COMMUNITY SERVICES
HOUSING COUNSELING SERVICES

GRANT AGREEMENT

BY AND BETWEEN
THE DISTRICT OF COLUMBIA
AND

LYDIA'S HOUSE IN SOUTHEAST

This Grant Agreement ("Grant" or "Agreement"), is made effective as of March 24, 2025, ("Effective Date"), by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the D.C. Department of Housing and Community Development (hereinafter referred to as "Department," "DHCD" or "Grantor") and Lydia's House, Inc., a District of Columbia non-profit corporation Grantee [DUNS No. Unique Entity Identifier (UEI) HA5MFJL1PBF6] (hereinafter referred to as "Grantee") with its principal place of business at 4101 Martin Luther King Jr. Ave SE Washington DC 20032. Grantor and Grantee shall be collectively referred to herein as the "Parties."

RECITALS

1. The Department with offices at 1909 Martin Luther King Jr Avenue SE, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975, D.C. Official Code§ 6-1001 *et seq.*, and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Department is authorized to fund community based non-profit organizations that provide housing counseling services for low- and moderate-income persons.

3. On June 7, 2024, the Department published a Notice of Funding Availability ("NOFA") in the D.C. Register, which announced the forthcoming issuance of the Fiscal Year ("FY") 2025 Request for Applications ("RFA") for the Neighborhood-Based Activities Housing Counseling Services Program ("HCSP"). The RFA was issued on June 21, 2024, that solicited applicants to provide services to District of Columbia ("District") residents as a part of the Department's HCSP. HCSP includes Public Services ("PS"), and Non-Public Services ("NPS") as defined in Section I herein. U.S. Department of Housing and Urban Development ("HUD") approved counseling agencies employing one or more certified HUD counselors are eligible to provide both PS and NPS services, while organizations which do not have HUD approval status may provide PS services only. The RFA included an opportunity for applicants to provide one or more of seventeen (17) services listed in the RFA. These services include HUD-approved counseling in keeping with 24 CFR 5.100 and related Federal regulations (in 2 CFR Part 200, and 24 CFR Part 214) as well as services related to local DC programs which are administered by the Department. The RFA and the requirements set forth therein are also incorporated by reference herein.

4. The Grantee's RFA application demonstrates that its organization possesses project management, and organizational and administrative capacity to successfully perform as a nonprofit grant subrecipient under the Department's HCSP, and accordingly DHCD has determined to award a grant to the Grantee in FY 2025 ("25" or "2025").

5. The Grantor proposes to fund HCSP grant activities in FY 2025 from its allocation of Community Development Block Grant ("CDBG") funds authorized by Title I of the U.S. Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), 24 CFR Part 570.

6. As a condition precedent to disbursement of the Grant proceeds to Grantee for the sole and exclusive purposes described in Exhibit A (which includes the "Statement of Work" and the approved "Workplan", both attached hereto and made a part hereof), the Department requires that Grantee enter into this Agreement setting forth the terms and conditions of the Grant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are hereby incorporated by reference and made a part hereof.

Section I. Definitions.

A. As used herein, the following terms shall have the meanings indicated:

a) **Fiscal Year**: All references to Fiscal Year(s) ("FY") herein refer to the District Government fiscal year which is October 1st to September 30th
b) **Neighborhood Revitalization Strategy Area** ("NRSA") refers to the HUD approved areas of Wards 7 and 8 which have been designated as strategic areas for revitalization. Services to Ward 7 and Ward 8 regardless of whether Public Service or Non-Public Service, attributed to the NRSA.
c) **Non-Public Services** refers to 24 CFR 5.100 counseling services provided to clients in connection with the purchase of a specific home. All other 24 CFR 5.100 counseling is Public Service.
d) **Public Services** refers to all other services and may include group training and/or one on one counseling.
e) **Performance Periods**: The Performance Period is defined as the start date and end date for which Grant funds are awarded to execute an approved Workplan and Statement of Work in keeping with the RFA for FY 2025. (See Section IV below.)

Section II. Exhibits.

The Exhibits listed below and the terms and conditions of the same are incorporated herein and made a part of this Agreement.

A. Services to be Provided
- Statement of Work
- Section 3 from the FY 25 RFA: Services
- Workplan as approved by the Grantor

B. Budget
- Schedules A (3-1) and A (3-2) for the First Performance Period

C. Required Reporting Forms
- Monthly Performance Report on group trainings/orientations/workshops and one on one counseling (in connection with the Statement of Work and Workplan), as well as reports on DHCD certificates issued, outreach and marketing activities, and upcoming group trainings.

- Quarterly Beneficiary Data and Demographics for each of the following (a) PS, (b) NPS, and (c) NRSA activities.
- Quarterly Language Access Report (Optional)
- Quarterly Banking Report (as applicable)
- Quarterly Procurement Report (as applicable)
- Quarterly Submission of Minutes of Board of Directors Meetings

D Method to determine Client Eligibility for Services
E Budget Modification Form
F Drug Free Workplace Certification
G Service Area Eligibility
H Insurance Requirements
I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Section III. Grant Award

A. The Department shall make a Grant of the District's CDBG Entitlement Grant Federal Award No: B-24-MC-11-0001 ("CDBG Federal Award") to Grantee in an amount not to exceed Two Hundred Sixty-Eight Thousand Dollars and No Cents ($268,000.00) (the "Grant") and is allocated as follows:

Sources and Uses of Funds:

Non-Public Service ("NPS") [CDBG EN]	$ 43,550.00
NRSAs Ward 7 and Ward 8 [CDBG EN]	$ 224,450.00
TOTAL CDBG [EN]	$ 268,000.00

Notwithstanding the source of funds designated above, the Grantor reserves the right to provide funding from another source(s). In all instances, applicable Federal and District laws and regulations shall apply regardless of the funding source. The Grant award shall be used to fund a range of services which HUD has defined as Housing Counseling Services: Public Services and Non-Public Services by a HUD Approved Counseling Agency ("HCA").

The specific Grant activities are described in Exhibit A (attached hereto) which includes
(a) the Statement of Work,
(b) Lines of Services - Section 3.2 of the Request for Applications (RFA), and

(c) The approved Workplan
(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

C. The Grant services will benefit low-and-moderate income persons living in the District of Columbia. In keeping with recent Presidential Executive Orders, Grantees should only use grant funds for US citizens and should maintain such documentation to prove citizenship.[25]

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as Exhibit B. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.

D. The Catalog of Federal Domestic Assistance ("CFDA") number is 14.218.

E. The Uniform Administrative Requirements for Federal Grants are applicable to this grant award and are available online at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1. Also, the Grantee must comply with the Community Development Block Grants regulations 24 CFR part 570 that govern this award and other related HUD regulations, which are incorporated herein by reference.

Section IV. Grant Term and Periods of Performance

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2025. During this term, there are two Performance Periods. The First Performance Period is the Effective Date to September 30, 2025. The Second Performance Period is October 1, 2025, to December 31, 2025.

Funding for each Performance Period is in the sole discretion of the Grantor and requires meeting all due diligence requirements prior to award.

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[25] Examples of such document may include copies of unexpired state issued Real ID identification or driver's license, unexpired US passport or US passport card, active duty Military ID, current Green Card or Naturalization documents with state issued photographic identification.

The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of Grant funds or other Grant assets.

Section V. Statement of Work/CDBG Eligible Activities/Eligible Costs/Business Operations

A. CDBG Eligible Activities

1. Grantee shall use the CDBG Grant proceeds solely to fund Grantor-approved service activities that are intended to provide services and empower low- and moderate- income persons in the District of Columbia to make informed housing choices and achieve their housing goals, whether it's finding affordable rental housing, purchasing a home or obtaining financial assistance for critical home repairs.

The best way to provide this critical information to a client in order to assist them in their decision-making process is to adhere to 24 CFR 5.100[26] [in which a HUD certified counselor conducts (1) intake (2) financial and housing affordability analysis with affordability calculation (3) an action plan and (4) follow-up counseling to implement the action plan and achieve its stated goals].

The Grant services to be provided are described in Exhibit A. This description includes the major tasks, activities and project deliverables to be provided under this Grant. The Grantor reserves the right to alter or change the District of Columbia program requirements including eligibility, services provided, service methodology, service delivery and program goals during the performance period.

The proposed Grant activities are CDBG eligible activities pursuant to 24 CFR 570.201(e).

2. Grantee shall sponsor outreach events that inform the community about the Grant activities and participate in other community events as requested by Grantor.

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[26] 24 CRF 5.100: "Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling."

3. The Grantee must retain records which demonstrate that each activity funded under this Grant is CDBG eligible and document the amount of CDBG funds expended for each activity. This includes the activity itself, the outcomes, and the records concerning beneficiaries in keeping with subsection (B)(2) below receiving services. Any authorizations needed together with beneficiary statistical information should be obtained by the Grantee during intake or registration. HUD does not grant exceptions or authorize the District to make exceptions to this requirement.

B. CDBG National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention of slums or blight; 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. The Grantee certifies that the CDBG-assisted activities to be carried out under this Agreement will meet the National Objective of primarily benefiting low- and moderate-income persons (limited clientele activities) in accordance with Federal and District Requirements. The minimum threshold requires that at least 51% of the households served with CDBG funding must be low- and moderate-income households; provided however, that a Grantee whose application claimed additional scoring points for agreeing to provide Grant services to more than 51% low- and moderate-income beneficiaries, must adhere to the percentage they elected in their application.[27]

In accordance with the Grantee's election in their Application for a grant award and for receiving additional points in scoring, the Grantee has agreed to exceed the minimum requirement and to serve at least 90% low- and moderate-income beneficiaries.

Note: This percentage cannot be decreased as it was used for scoring in a competitive round of funding.

4. The Grantee shall disclose to any client that services are provided free of charge by a Grant funded by DHCD using Federal funds and therefore the Grantee has certain reporting

[27] In responding to the RFA published June 21, 2024, applicants were given the opportunity to receive additional points in scoring for committing to exceed the CDBG minimum threshold to either a 75% minimum or a 90% minimum.

requirements in order to provide the Grant services free of charge. The Grantee shall use appropriate forms to obtain a client authorization, as required, to comply with the terms of this Agreement and to meet HUD reporting requirements,

C. Staffing

Where HUD requires services are to be provided by a Certified HUD Housing Counselor, the Grantee shall comply with that requirement and not permit services reserved to HUD certified counselors to be provided by others.

To the extent applicable, Grantee agrees to secure the services of qualified personnel that are licensed and bonded in the District of Columbia to perform the CDBG Federal Award activities and services listed in Exhibit A.

Any changes in personnel or their general Grant responsibilities as set forth in Exhibit A are subject to the prior written approval of DHCD. In this regard, it is essential that the Grantee immediately report terminations and proposed new hires to the Grantor.

D. Business Operations

1. Grantee shall observe business hours of operation onsite in their service location(s) that align with District Government hours of operation specifically Monday through Friday 9:00 am to 4:30 pm (DC holidays excepted)[28] and shall ensure that sufficient staff are on site at Grantee's place of business to carry out Grant services.

2. During the hours of operations, Grantee shall have live answered telephones for incoming calls. If the Grantee's phone system utilizes an auto-attendant function or voicemail, announced option to the caller must include an option to press a certain key (such as "0" for an Operator) to be connected to a staff person in real time who can answer and field questions, redirect a caller to a staff person who can address a caller's inquiries, or provide registration information. DHCD and other DC agencies such as the Office of the Attorney General may check Grantee's compliance with this requirement from time-to-time.

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[28] DC Holidays include New Year's Day, Dr. Martin Luther King, Jr. Holiday, Washington's Birthday, DC Emancipation Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Day.

E. Grantee may offer clients virtual appointments as well as virtual group informational or educational activities, but Grantee shall also provide clients an option for in-person services (including both in-person one on one appointments as well as some in-person group informational or educational activities.) The Grantee shall not refuse in-person services to DC residents.

F. Housing Resource Center (HRC) and Late Night Hours: As required by the RFA, "Applicants selected for the award shall participate (in a regular rotation) in staffing onsite at the Department's Housing Resource Center (HRC). The HRC provides services to DC residents by appointment and walk-ins." The HRC is located in the Grantor's offices at 1909 Martin Luther King Jr Av SE. The HRC coordinator, in conjunction with the Associate Director for Community Services, will develop a schedule in consultation with Grant subrecipients for staffing the HRC on a rotating basis on weekdays.

RFA applicants were awarded additional points in their score by committing to "Extended Office Hours." The options included providing office hours until 7:00 pm at least one (1) day a week in their office location and/or until 7:00 pm at least two (2) days a month in the HRC.

In accordance with the Grantee's selection in their Application for grant award and funding, the Grantee has committed to serve Extended Office Hours Extended Office Hours until 7:00 pm one (1) day a week in their office and one (1) day in the HRC.

Section VI. Disbursement/Required Support Documentation

A. Reasonable, Allowable, Necessary, Allocable

1. Grantee may request reimbursement for actual expenses incurred to provide services and as described in the Grant Budget (A 3-1 and A 3-2). Requests must meet all four criteria: reasonable, necessary, allowable, and allocable. (2 CFR 200.305)
   a. ***Allowable costs.*** Reimbursements are limited to the expenses directly related to activities supported by the grant activities and are subject to the regulations of the Federal and District Governments. Expenses related to activities should be necessary, reasonable, allowable and allocable.
   b. ***Limitations on allowable costs.*** A grantee may not use an indirect cost rate to determine allowable costs under its grant.
   c. **Some *Unallowable costs.*** Expenses that are not allowable include (but are not limited to) sales tax, late fees, debts, tips & gratuities, food, alcohol, controlled substances, cash reserves or investments, money given to individuals (including

donations, grants or loans), contributions to organizations, costs of fundraising, fund development, grant writing, advocacy, lobbying, and purchase of goods or services for personal use or benefit.

2. In addition, Grantee must demonstrate to the reasonable satisfaction of the Grantor that Grant performance milestones have been achieved. All requests for payment of eligible expenses shall be associated with the budget line items specified in Exhibit B (Budget Schedule A (3-1), estimated cost invoices and satisfactory Grant performance.

3. Grantees may not be reimbursed for expenses paid through Cash app or other similar peer-to-peer payment platforms, since such platforms create issues for recordkeeping, auditability, and compliance with grant regulations.

4. The Grantee shall not supplant funds or seek reimbursement for expenses that may be reimbursed by another grant (Federal, District, or private) either prior to or subsequent to reimbursement by the Grantor.

5. The Grantee must have the capacity for bookkeeping and accounting services required to track Grant expenses and create payment requests in keeping with Federal and District requirements, either on staff or by a third-party contractor.

6. The Grantee shall create and submit payment requests in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the Grantee to create and submit invoices by selecting the applicable purchase order number which is listed on the Grantee's profile.

7. All Grantees must be registered in the portal prior to invoice submission. The vendor portal website is **https://cfo.dc.gov./supplier_portal**. Please log onto the portal for further details and instructions. Questions can be submitted to **suppliers@dc.gov**.

B. Form of Submission of Payment Requests

1. The cover sheet to the reimbursement package must be the 30A Form of the Department [RCSD DHCD 306A Revised October 2024]. No other cover sheet is needed. This form should contain the Purchase Order Number, the IDIS Number, and the Partial Payment Number in accordance with Department's guidelines.

Payments requests are contingent upon certification by the Grantee in the following form as contained on the 306A (RCSD DHCD 306A Revised October 2024). The Certification is to be made by the chief executive officer, or the chief financial officer or the chief operations officer if the Governing Board has authorized this officer to act on behalf of the board to sign.

"I certify that all items, quantities and prices of work and material shown in the requisition are correct to the best of my knowledge and belief. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information , or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812." (2 CFR 200.415)

2. Page 2 and Page 3 shall be the Reimbursement Request A 3-1 and A 3-2.

3. Page 4 shall be the Invoice Cover Sheet with:
   a. A unique identifier (e.g. a row number or brief alphanumeric code) shall be assigned by the Grantee to non-personnel invoices and with the same unique identifier marked on each and every supporting document (e.g. receipt, proof of payment, cancelled checks, contracts, scopes of works, services rendered, vendor statement or document, Grantee's notes) submitted. The unique identifier shall be listed on the invoice cover sheet.
   b. Vendor's name
   c. Remittance address
   d. Invoice number
   e. Invoice date
   f. Contract number (also known as Grant Number)
   g. Purchase order number (if any)
   h. Invoice Amount
   i. The Amount which the Grantee is requesting reimbursement
   j. Quantity of goods/services delivered. Deliverables. Shipping and payment terms
   k. Other substantiating documentation that justifies and supports the payment request.

4. Page 4 and subsequent pages as needed shall include the supporting documents for the reimbursement request including signed timesheets, payroll reports, invoices from vendors marked as described above. (See Section E below.)

C. HUD Related Requirements

1. Federal regulations require that reimbursement under the Grant is tied to (a) beneficiary data reporting and (b) program performance. Failure to meet reporting deadlines for performance and/or beneficiary service data will suspend temporarily the processing of Grantee payment requests. Staff unavailability does not waive the requirement to meet reporting deadlines, and Grantee shall ensure that adequate staff are trained or cross-trained to prepare and submit reports timely.

2. The Grantee should be aware that HUD maintains an *Integrated Disbursement and Information System* ("IDIS"), a database in which the Grantor must make reports during the performance period on each Grantee's account. HUD flags subrecipient accounts when reporting is not provided by a deadline. Such a flag shall constitute a default. Multiple flags or failure to meet the conditions for HUD to remove a flag may result in suspension or termination in keeping with Section XII (C) of this Agreement.

D. Schedule for Submission of Reimbursement Requests

1. Requests for reimbursement shall be submitted in a timely manner by the date due. Failure to meet a deadline shall constitute a default.

2. On the 10th day of each month, the Reimbursement Request shall be for the prior month; provided however, the September reimbursement request must be submitted earlier in October on the date specified by the Office of the Chief Financial Officer of the District of Columbia, which is usually between the 5th and 7th day of October. *(Grantee may wish to use other funding sources for the late September payroll to facilitate meeting the deadlines.)*

3. In order to close-out the grant by September 30th, the October request should be the only request submitted in September.

4. The monthly schedule for submission is as follows:

Month	Due Date
March	April 10th
April	May 10th
May	June 10th
June	July 10th
July	August 10th
August	September 10th
September	October 5th or 7th as specified by the DC CFO
October	November 10th
November	December 10th
December	January 10th
January	February10th
February	March 10th

5. As applicable, expenses incurred pursuant to a project commitment in IDIS that has been approved by the Grantor and are otherwise eligible for reimbursement at the Grantor's sole discretion, may be reimbursed, regardless of when those expenses were incurred.

E. Source Documentation

1. All costs and obligations incurred under this Grant Agreement must be supported by source documentation (e.g. invoices, receipts, contracts, canceled checks, etc.). Documentation may also include approved time distribution sheets and certified payroll reports for employees and contracts.

2. The Grantee must satisfy all documentary requirements to the reasonable satisfaction of the Grantor prior to the disbursement of Grant funds.

F. Requirements Applicable to Disbursed Funds/No Escrow

1. Grantee shall not escrow Grant funds. However, nothing shall prohibit the Grantee from supplementing funding for these activities from other sources including other grants, funders or donors.

2. Any cash advances disbursed pursuant to this Agreement must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate

cash requirements of the Grantee in carrying out the purpose of the Grant. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct Grant program or project costs and the proportionate share of any allowable indirect costs.

3. If at any time it is determined that more Grant funds are disbursed to Grantee than what was required by the Grantee's immediate disbursement needs, Grantee shall immediately return to Grantor the excess funds.

4. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations or fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee.

G. The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect cost rate, as further described in Section (C)(4) and Section (C)(5) (Reporting Requirements) below.

H. In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant proceeds within three (3) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant proceeds, unless another date shall be agreed to be the parties in writing. The Grantor reserves the right to recover such losses by any legal remedy available.

Section VII. Budget Modifications

A. Any amendments to the budget (change in the amounts specified in the individual cost categories set forth in Exhibit B). may be approved by the Grant Administrator, so long as the total amount of the budget is not exceeded.

B. Any increase in the total Grant amount must be approved by the Director of the Department. If the change is made at the request of the Grantee, the request shall be in writing dated and shall be submitted on a Budget Modification Form, attached hereto as Exhibit E.

1. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and dated using the appropriate excel format or the appropriate online portal if available.

2. The Grantee shall make modification requests by June 1st, to allow sufficient time for processing prior to the start of the fourth quarter of the fiscal year. No more than two modifications may be required in the performance period. Requests for modification to the budget shall not be approved after June 1, 2025, except for extenuating circumstances specified in writing, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion.

3. The Department will not approve reprogramming of personnel funds for positions not filled in compliance with this Agreement and Grantee's personnel policies submitted to Grantor. If at any time DHCD requires a more detailed budget breakdown than the one contained herein, the Grantee shall provide such supplemental budget information in a timely fashion and in the form and content prescribed by DHCD.

Section VIII. Conditions Precedent to Grant Closing and Grant Disbursement

Grant closing shall mean the date on which Grantee has satisfied all conditions precedent to execution to the satisfaction of the Grantor, at which time both parties have executed and delivered the Grant Agreement. No Grant proceeds shall be disbursed prior to Grant closing.

The following conditions must be met prior to Grant closing:

A. Eligibility Determination. Determination by the Grantor that Grantee's proposed Grant activities meet eligibility and national objective requirements specified by the CDBG Program regulations at 24 CFR §§ 570.200 through 570.209. Grantor has determined that the proposed Grant activities are eligible for CDBG Program funding pursuant to 24 CFR 570.201(e) (provide housing counseling services to low- to moderate-income households).

B. Environmental Clearance. Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historic preservation reviews, and HUD has issued an approval of the release of funds.

C. Due Diligence Submissions. The following items must be delivered to DHCD for approval prior to Grant execution and Grant closing:

1. Articles of Incorporation, organizational by-laws and certification of nonprofit status.
2. Board/Corporate Resolution, memorializing
   a. the Grantee's intent to enter into this Agreement
   b. identifying the total Grant amount of the award
   c. identifying the Grant Number
   d. identifying the funding source(s) of the award, and
   e. identifying the authorized person by name and title who is authorized to sign on behalf of the corporation to enter into this Agreement.
3. Certificate of Good Standing
   a. issued by the DC Department of Licensing and Consumer Protection (DLCP)
   b. certified within 6 months of the Effective Date of this Agreement.
4. Certificate of Clean Hands
   a. issued by the DC Office of Tax and Revenue (OTR)
   b. certified within 90 days of this Agreement.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia to carry out the Grant activities.
6. Evidence that Grantee has obtained insurance, as provided in Exhibit H. If the renewal period for any insurance requirement occurs during the Grant performance period, the Grantee is required to submit to the Grantor evidence (Certificate Of Insurance) of insurance renewal to cover the remaining Grant performance period.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Effective Date.
8. An Affirmative Action Plan ("AAP") must be submitted by the Grantee for review and approval by the District prior to Grant execution and the disbursement of any Grant proceeds. The AAP shall be in a form to be determined by the District and must detail the Grantee's efforts to comply with the District's goals for achieving equal employment in District government contracts and set forth specific standards for the utilization of minorities in all job categories, as required by Mayor's Order 85-85 and District law.
9. Drug-free Workplace Certification (Exhibit F).
10. Debarment affidavit and verification confirming that Grantee is not debarred or suspended or otherwise excluded from or ineligible for participation in federal or District assistance programs under Executive Order 12549 or District law.

D. Opinion of Counsel. Grantee shall submit a written opinion of the Grantee's attorney, which states that the attorney has read the Grant documents and that the Grantee:

- Is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary.
- Has the full authority and legal right to carry out the terms of this Grant Agreement and all documentation required hereunder to be executed by Grantee; and
- Has taken all actions to authorize the execution, delivery and performance of this Grant Agreement and any documents required to be executed in connection with the Grant according to their respective terms

The Opinion shall further state that none of the aforesaid actions, undertakings or agreements violate any restriction, term, condition or provision of the Grantee's organizational documents or any contract or agreement to which Grantee is a party or by which it is bound. The Opinion must identify the Grant Agreement by name and Grant number, and the counsel must specifically identify the documents upon which the Opinion is based.

E. Current on District Obligations. Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant, including all local taxes and charges affecting Grantee's business.

F. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Proceeds, including, but not limited to the Council of the District of Columbia and the Chief Financial Officer of the District of Columbia.

G. Clearance Approval issued by the DHCD Office of Program Monitoring.

Section IX. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. The Grantee shall cure all report deficiencies identified by the Department and resubmit for approval by the Grantor within 14 calendar days of the notification. The requirements of monthly and quarterly reports [VII.(A) and (B) are in Exhibit C.]

A. Monthly Reporting

Monthly Performance Reporting. The Grantee shall use the online reporting portal provided by the Grantor and shall provide a complete performance report by the 10th day of each month reporting on Grant activities, accomplishments and performance of the prior month. Failure to submit the report by the tenth day of the month following the end of each

month shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

B. Quarterly Reporting

On the 10th day of January, April, July, and October, the following quarterly reports for the previous three months shall be due and provided by the Grantee in the form and method required by Grantor:

1. Quarterly Report on **Beneficiary Data and Demographics** (separate reports for PS, NPS and NRSA).

2. **Banking Report** (as applicable)

3. **Non-expendable Equipment Inventory Report** (as applicable) (the purchase or lease of non-expandable equipment). The purchase of all computer equipment must have prior approval from the Department.

4. **Procurement Report** (as applicable).

5. Copies of the **Minutes of the Board of Directors** meetings, which took place during the previous quarter; and

6. **Language Access Report** (optional) -- If services are provided in languages other than English, we encourage a language access report to be made.

Failure to submit any or all Quarterly Reports by the tenth day of the month following the end of a quarter shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

C. Additional Report Requirements

The following reports are due to the Department within the timeframes indicated below. If these documents were previously submitted, they must be updated and resubmitted.

1. Fringe Benefits Report

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects funded from the proceeds of this Grant shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefits rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the change. The report shall be submitted to DHCD within fifteen (15) days of Grant execution.

The fringe benefits rate for any personnel costs funded by this Grant shall not exceed 20% of the base salary rate indicated in Schedule A Form A (3-2) of the budget (Exhibit B).

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to the date of the Offer Letter.

All personnel costs approved under this Grant Agreement must be filled within ninety (90) days of Grant execution or within ninety (90) days of the vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than ninety (90) days, whether intermittent or consecutive, at any time during the Grant period may result in the loss of funds for the position.

Grantee must submit transcripts of training or continuing education for individual staff and counselors to the Grantor.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with CDBG funds, in accordance with the requirements specified in 2 CFR Part 200 (Exhibit D). The property inventory list must include, at a minimum, a short

description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

a. The Grantee shall submit a budget and Cost Allocation Plan showing its direct and indirect costs and the allocation of such costs to the Grantee's activities, including the administration of the activities and services provided under this Agreement. The plan must show all allowable and unallowable costs and how such costs are included in the direct and indirect costs in accordance with 2 CFR Part 200.

b. A current Cost Allocation Plan must be submitted no later than thirty (30) days following Grant execution.

c. The Cost Allocation Plan must include all sources of funding for the Grantee, including this, Grant and to which program/cost centers each source has been applied using the Grantee's chart of accounts (referencing individual budgetary line items).

The Grantee must provide:

i. the total amount of funding from each funding source,
ii. the total staff employed by the Grantee, regardless of funding source, staff allocation per grant/program and the estimated percentage of time spent per grant program.

d. As required by HUD, the Cost Allocation Plan is subject to approval by the Grantor. The Grantee shall cure any defects or omissions in the Cost Allocation Plan within 60 calendar days of the notice to cure.

e. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. The waiver request must detail the reasons for the waiver request and include a copy of the relevant audited financial statements.

f. Claims for reimbursement of documented Grant expenses shall comply with 2 CFR Part 200 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.

5. Indirect Cost Rates

a. Grantees may request reimbursement for indirect costs based on their Cost Allocation Plan. The Cost of Allocation Plan must be reviewed and approved by the Grantor. The Grantee is required to keep records of the expenses charged to the Indirect Cost Rate for monitoring and close-out.

Grantees with Indirect Cost Rates are required to use their indirect cost rate. Grantees with provisional rates must demonstrate the rate is not expired or that it is currently used by a Federal Agency in awarding Federal funds to the Grantee during the current Fiscal Year. Other Grantees may use the Federal *de minimis rate* of 15%. In either case (*De Minimis rate* or Federally Approved rate), Grantee shall maintain records (available during monitoring, or close-out or upon request) indicating which costs in the cost allocation plan and the dollar amount have been attributed to the Indirect Cost.)

Indirect cost rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with supporting documentation. DHCD will not make adjustments to indirect cost rates after June 1st.

The Grantor does not issue or award Indirect Cost Rates.

Grantees who wish to obtain a Federally authorized Indirect Cost Rate are encouraged to contact the "Cognizant Agency" which is the US Department of Health and Human Services.

b. For all personnel costs funded under this Agreement, Grantee must maintain documentation for use of indirect cost funding and provide the same when requested for verification of expenditures in keeping with the approved cost allocation plan, including, but not limited to cancelled checks, employee signed and supervisory approved employee time sheets, invoices and bank records.

c. Expenses charged to an indirect cost rate must be accompanied by and cross-referenced to and reconciled with an independent audited financial statement, which accounts for all (grant funded and non-grant funded) activities by the Grantee during the fiscal year in which the indirect cost rate is based.

6. Organizational Audit

Grantee must submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year.

Note to All Grantees: All Grantees must ensure their financial records are available for review or audit by appropriate officials of the Federal Government and the District Government.

7. Auditor's Management Letter.

Grantee shall submit an auditor's Management Letter to the Grantor at the time it submits the annual audit.

8. Procurement Policy, Accounting Policies and Procedures, and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution, the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of the Grant. These policies and procedures shall be in accordance with the requirements of 2 CFR Part 200. The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

If the Grantee has previously submitted these documents, and the documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a certified statement (the "Re-certification Letter") to the Grant Administrator indicating when the most current document was submitted to the District and certifying that no changes to these policies and procedures have since been made.

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D. Summary of Report Deliverables and Receipt Due Dates:

	Report	Receipt Due Date
1	Monthly Performance Report	No later than the 10th day of each month
2	Quarterly Beneficiary Data	No later than January 10th, April 10th, July 10th and October 10th – a separate report for each use: PS-NPS-NRSA
3	Language Access Report (Optional)	No later than January 10th, April 10th, July 10th and October 10th
4	Fringe Benefits Report	Within 15 days of Grant execution
5	New Hires/New Employees Information (Job Description & Resume) HUD certificate if certified counselor	10 Days prior to the Offer Letter of Employment being sent to the candidate
6	Notice of Vacant Position	Within 10 days following the vacancy
7	Non-expendable Equipment Report	Within 15 days of Grant execution and quarterly thereafter
8	Procurement Policies and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
9	Accounting Manual and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
10	Cost Allocation Plan (based on and tied to the most recent audit)	Within 30 days of Grant execution
12	Independent Financial Audit	Within 90 Days of the Close of the Grantee's Fiscal Year

	Report	Receipt Due Date
13	Single Audit Report (if applicable)	Within 30 Days of submission to the Federal Audit Clearinghouse
14	Auditor's Management Letter	Submitted with the submission of the Audit
15	Requests to revise Budgets and/or Workplans	Prior to the 1st day of June
16	Grantee's Close-Out Report (Section XV.) Inventory Report & Annual Report	Within 90 Days of the end of the Term of the Grant.
17	HUD 9902	Within 30 Days of Submission to HUD
18	HUD Monitoring Report	Within 30 Days of Receipt from HUD monitor or the HUD intermediary monitor.

Section X. Accounting/Audit Requirements

A. Accounting System

1. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in Exhibit B.

2. Accounting records should be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.

3. Any funds provided to the Grantee or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest-bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

Grantee shall submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year, contingent on the following:

1. Grantees receiving an aggregate of $1,000,000 or more from all funders in Federal funds must in accordance with Federal regulations obtain an independent audit (Single Audit Act of 1984 , Single Audit Amendments Act of 1996, and 2 CFR Part 200). A standard audit may be supplied pending the completion and submission of the Single Audit.

2. Grantees:
   (a) Required to be audited by any State or political subdivision(s) thereof (whether by statute or regulation) or
   (b) Who conduct an audit to submit to any government or private funder, or foundation or corporate funder or
   (c) Whose governing body or senior management obtains an audit,

   shall be required to submit that audit to the Grantor upon receipt of the same.

If the Grantee is not audited in accordance with (1) and (2) above, the following shall apply:

3. A Grantee whose corporate entity receives or expends less than $999,999 as reported to the Internal Revenue Service in the 990 Tax Return without amendments, deletions or summarized details must file with the Grantor a financial report prepared by an independent Certified Public Accountant and certified by the same that contains:
   - income statement or Statement of Activities,
   - balance sheet or Statement of Financial Position,
   - statement of Functional Expenses by program or cost centers such statement to break out separately the Grantor's funding by Grantor's program(s) separately from all programs or cost centers used.
   - statement of cash flows, and
   - independent review and certification of the financial statements including a review of the management's financial internal controls.

   In addition, the nonprofit organization must file a biennial audit that covers both years within a biennial period. See 2 CFR Part 200, Subpart F.

4. The Grantee shall fully clear any deficiencies noted in the audit reports within sixty (60) days after receipt by the Grantee.

5. . Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default of this Grant and may result in the withholding of future payments and/or debarment from participation in future Grants.

Section XI. Grant Administration

The Grant Administrator is:

William Winston
Associate Director for Community Services
DC Department of Housing and Community Development
1909 Martin Luther King Avenue SE, Room 304
Washington, D.C. 20020.

The telephone number is (771) 208-9628. All concerns regarding the technical implementation and interpretation of this Grant are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line-item changes and terms) where there is no dollar increase.

Section XII. Repayment of Grant Funds/Grant Performance Monitoring Default and Remedies

A. HUD Monitoring

The Grantee is subject to monitoring by HUD and agrees to provide all required information, data, records, files including client files, case notes, correspondence and emails, reports, beneficiary data, performance data, financial records, supporting documentation, to satisfy HUD monitoring. Notwithstanding the date of a finding by HUD, should HUD make a finding, the Grantee shall be responsible to cure the defect, and should HUD require repayment of Grant funds for any reason to the Federal Government, the Grantee shall be responsible for repayment in the amount specified by HUD. Repayment shall be made to the District of Columbia and by the District to the Federal authority in satisfaction of the HUD requirement. HUD monitoring is not confined to the performance period but extends through the record retention period provided in Section XV.

B. Grant Performance Evaluation

1. DHCD will monitor the performance of the Grantee to ensure that the goals and performance standards stated in the Statement of Work and Work Plan and RFA are being achieved according to schedule and within budget.

2. All records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. Grantee shall make timely submission of all information and/or records requested by DHCD or HUD to assess performance under the Agreement.

C. Suspension or Termination of Grant Assistance

1. In accordance 2 CFR 200.340 and 200.341 and 200.343, suspension or termination of CDBG Grant assistance may occur according to the Default provision in subsection D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner.

2. If Grantee fails to correct the substandard performance within thirty (30) days after receiving written notice from DHCD, suspension or termination of this Agreement will be initiated.

3. In accordance with 2 CFR 200.340(a), suspension or termination of Grant assistance may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

Subject to any applicable notice requirement and right to cure, the occurrence of any of the following shall constitute an event of default:

1. Failure to comply with any of the CDBG Program rules, regulations or provisions referred to in this Agreement, or such other Federal or District statutes, regulations, executive orders, District of Columbia mayoral orders, HUD rulings, policies or directives applicable to this Grant:

2. Failure to comply with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement.
3. Substandard performance by the Grantee or any of its agents under this Agreement, as determined in the sole and reasonable discretion of DHCD; or
4. Improper use of funds provided under this Agreement.

A determination of default shall be made in the sole and reasonable discretion of DHCD.

E. Remedies for Default

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of a written notice to the Grantee, Grantor may take one or more of the following actions, as determined in its sole discretion:

1. Terminate and suspend further disbursement of any remaining Grant assistance.
2. Disallow all or part of the cost of the activity or action that is not in compliance with this Agreement.
3. Wholly or partially suspend or terminate the current Grant award; or
4. Take other legal remedies that may be available.

F. Termination for Convenience

The Grant may be suspended or terminated on the basis of convenience as provided in 2 CFR 200.340(a).

G. Reversion to DHCD of Grant Assistance

1. Upon default by the Grantee under the terms of subsection D above, which has not been cured, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request the following:

i. Any Grant funds in its possession (whether or not committed),
ii. Any accounts receivable attributable to the use of Grant funds; and
iii. The portion of any income directly generated by (or the prorated proportion of) Grant funds for the activities described in this Agreement.

2. Upon final completion of the projects and activities for which CDBG funds have been provided by DHCD, expiration of the term of this Agreement, cancellation, or determination of this Agreement, the Grantee shall transfer any unspent, excess or surplus CDBG Grant funds, to include accounts receivable attributable to the use of the CDBG funds.

H. Grantor Non-Waiver

DHCD's delay or failure to act with respect to a breach by the Grantee does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section XIII. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, and 2 CFR Part 200, as deemed applicable by the Grantor. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Fund Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Organizational Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter arising from this Grant Agreement.

D. Cancellation Ceiling

In the event of cancellation of the Grant because of non-appropriation of funds for a specific fiscal year, there shall be a cancellation ceiling of zero dollars.

E. Anti-Deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, Grantor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code§ 47.105. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-Deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section XI. of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements.
2. Performing technical evaluations as required.
3. Interpreting the Statement of Work and other language in the Grant.
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with the District and other laws and regulations applicable to the Grant.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

Clifford Beckford
Executive Director
Lydia's House in Southeast
4101 Martin Luther King Jr. Ave., S.W.
Washington, DC 20032
Phone: (202) 373-1050
cbeckford@lhndc.org www.lh4us.org

H. Misuse of Grant Funds

Any alleged fraud, waste, abuse or mismanagement of Grant funds shall be immediately reported to the Grantor and the District of Columbia Office of the Inspector General ("OIG"). The OIG may be reached at (202) 724-TIPS (8477) and (800) 521-1639 or at oig.dc.gov

I. Nonassignability

Grantee will not sell, assign, pledge or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

Section XIV. Insurance

A. The Grantee shall obtain at least the minimum insurance coverage set forth in this Section XIV. and Exhibit H prior to the Effective Date and keep such insurance in force, as may be applicable, throughout the Grant period of performance.

B. Fidelity Bond: The Grantee must procure Fidelity Bond coverage in an amount equivalent to the total Grant budget. Pursuant to 2 CFR Part 200, Fidelity Bond coverage is required to protect the District's interest in the dollar amount of the Grant. Should Grantee be unable to procure a Fidelity Bond, Grantee shall submit proof that it has obtained general liability insurance that covers internal employee criminal activity or directors' and officers' liability insurance.

Section XV. Records Retention/Access

A. Records Retention

The Grantee shall retain all records demonstrating compliance with CDBG requirements and that are pertinent to this Grant for no less than five (5) years from Close-out of this Grant Agreement, including any extension thereof made in accordance with Section XVI. [Option to Extend] and including but not limited to Close-Out in IDIS of any HUD requirements. See Exhibit 5.1 in this link: https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-5.pdf

B. Extension of Retention Period

Notwithstanding the foregoing retention requirement in paragraph A above, if any litigation, claim, HUD monitoring or audit is initiated before the expiration of the retention period, records shall be retained for a period of not less than four (4) additional years following completion of the actions and resolution of all proceedings (e.g. litigation, claim, HUD monitoring or audit) involving the records.

C. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility, progress and achievement toward program goals and secure such records in a manner subject to applicable privacy laws. Such data may include, but is not limited to, client name, address, income level, case notes, correspondence and a description of service(s) provided. The Grantee shall use software which is HUD compliant to maintain client records. The Grantee shall transmit client records and files in a manner that is compliant with HUD's Personally Identifiable Information (PII) requirements.

D. Access to Records

All Grantee books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Grant funds shall be made available to the Department, HUD, its designee, representatives of the Inspector General of the District of Columbia or the Office of the DC Auditor at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.

E. National Objectives

The Grantee agrees to maintain documentation that demonstrates that the activities carried out with CDBG funds provided under this Grant meet the CDBG national objective of benefiting low- and moderate-income persons, as defined in 24 CFR part 570.208.

F. Copyright

If this Agreement results in any copyrightable material or inventions, DHCD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Section XVI. Federal and District Public Policy Requirements

Grantee shall fully comply with the following Federal and District policy requirements, as deemed applicable by Grantor:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federal-assisted and federal conducted programs and activities .

C. The requirements of Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

D. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.-) and implementing regulations at 24 CFR I part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

E. The requirements of Executive Order 11246, as amended by Executive Orders 11375. 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

F. The Conflict of Interest provisions of Federal and District laws strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of Federal funds to comply with 2 CFR 200.317 to 200.327 and

any sections of Title of 24 the Code of Federal Regulations concerning CDBG funding which are more restrictive than the Uniform Guidance Code for use of CDBG funds. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within (fifteen) 15 business days of execution of the Grant Agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict-of-Interest declarations to be executed by each employee and board member.

G. The Hatch Act, Chapter 15 of Title V. United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

H. The National Environmental Policy Act or other legislation implemented by 24 CFR part 58.

I. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement as Exhibit F.

J. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991H FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.

2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any grant,

or the entering into any extension. continuation. renewal, amendment of modification of any grant.

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and

c. He or she will include the language of the certification in all sub- grant awards at any tier and require that all recipients of sub-grant awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this Grant imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure, as the applicable grant shall so provide.

K. The Americans with Disabilities Act of 1990 (ADA) - Notwithstanding anything contained herein to the contrary, during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

L. The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are applicable pertaining to economic opportunities for low and very low-income persons. 24 CFR part 135.

M. First Source Program - Contractors and subcontractors of a government-assisted Project totaling $300,000 or more must comply with the District's goals for the recruitment, referral and placement of District residents. See D.C. Law 5-93, as amended, D.C. Official Code§ 2-219.01 et seq.

Section XVII. Close-Out Provisions

Activities and tasks during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor, and determining the custodianship of records (which shall remain the responsibility of the Grantee unless a determination is made otherwise). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over District appropriated funds and the record retention period, whichever is longest. Grantee shall submit the following items within the time frames indicated in this Section after completion of Grant activities or expiration or termination of this Agreement.

1. All activities are eligible, were completed and met a national objective.
2. All grant funds were expended in full, or all remaining funds are to be returned to Grantor.
3. All reporting requirements were completed and submitted (except for the final report that is submitted during the closeout process).
4. Any special conditions were met; and
5. All deficiencies or corrective actions affecting the Grant were resolved.

A. Grant Close-Out Report

The Grantee shall submit to the Grantor a Grantee's Close-Out Report ("Report") within ninety (90) days after expiration of the Grant term, termination of the Grant, or final payment for activities under this Agreement, whichever occurs later. This Report, at a minimum, shall include a narrative of the Grantee's completed tasks based on the activities, performance measures and goals set forth in the Statement of Work. The Report shall be completed using a form provided by the Grantor. The Grantee shall provide any information or data Grantor requests for Close-Out. In the Grantor's sole discretion, the reporting provided during the term of this Agreement may be accepted in lieu of the Grantee's Close-Out Report if those reports contain all information required in this section.

B. Documentation of Expenses

Within ninety (90) days after the expiration of the Grant, the Grantee shall provide to Grantor documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses.

C. Equipment Inventory

The Grantee shall submit to Grantor a list of all furniture, fixtures, equipment and vehicles purchased with Grant funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with 2 CFR Part 200.

D. Audit

The Grantee shall submit an audit or financial statement, as applicable, and as provided in Sections IX and X. of this Agreement.

E. Transfer of Records

Grantee shall, within ninety (90) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

F. Grantee's Obligations

The Grantee's obligations to DHCD remain in effect through the period of record retention as stated in Section XV.

Section XVIII. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion, and if legally permitted, extend the term of the Grant no more than two (2) times for one-year terms, or any fraction of one year, or multiple successive fractions thereof.

B. Grantor will endeavor to provide Grantee a preliminary written notice of its intent to extend at least thirty (30) days before the end of the Grant Term. The preliminary notice does not commit the District to an extension or authorize additional Grant funds to Grantee.

C. Any extension of this Grant is contingent upon the appropriation of funds for the applicable time period. However, the availability of funds shall not obligate the District to extend the Grant.

Section XIX. Total Agreement

The Grant Agreement, including specifically incorporated documents (to include the approved Statement of Work, the Work Plan, the approved Budget and the Grant attachments) constitute

the total and entire agreement between the Parties. Grantee understands and agrees to comply with the incorporated references contained in this Agreement and all applicable District and Federal laws and regulations.

Section XX. Applicable Law.

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia, unless otherwise controlled by federal law. In any proceeding relating to this Grant Agreement, each of Grantor and Grantee, hereby irrevocably submits to the jurisdiction of the Courts of the District of Columbia for the purposes of any suit, action or proceeding arising out of or relating to this Grant or transactions contemplated hereby.

Section XXI. Severability.

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XXII. Amendment.

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Grant activities, or the amounts specified in the Budget without the prior written approval of Grantor. The Grantee may request in writing approval of any proposed change to the Statement of Work or Workplan or the amounts specified in the eligible cost categories of the Budget and shall provide adequate supporting information and a revised budget along with its request. All such requests must be signed and dated.

Section XXIII. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or fully, by the Department.

1. The written or printed materials must include the authorized DHCD logo.

2. Written or printed materials include, but are not limited to, newspaper, radio and television announcements or advertisements, websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.
4. Grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to Grantee.
5. Grantee must provide copies of all marketing materials, brochures, flyers and other materials that publicize grant-funded activities to Grantor via email at dhcd.occo@dc.gov

Grantee shall publicize, as appropriate, to its constituency through social media, print, and online postings, DHCD communications and events that are related to Grant supported activities.

Section XXIV. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code§ 2-531 *et seq*. provides for the disclosure of public information. Specifically, the law provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Official Code § 2-170 1 (13) .

This serves as your Notification that information /documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code§ 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXV. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, homeless status, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Sexual harassment is a form of sexual discrimination which is prohibited by the Act and Mayor's Order 2023-131 (Updated District Government Sexual Harassment Policy, Guidance, and Procedures), which is attached hereto as Exhibit I.

The prohibition against workplace sexual harassment extends to third parties doing business with or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies. By executing this Agreement, Grantee affirms that it will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1 I 00 et seq. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated.

Section XXVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addresses:

NOTICE TO GRANTEE:

Lydia's House in Southeast
4101 Martin Luther King Jr. Ave., S.W.
Washington, DC 20032
Attn: Executive Director/CEO
NOTICE TO GRANTOR:

D.C. Department of Housing and Community Development
Community Services
1909 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
Attn: Director

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTOR SIGNATOR PAGE]

DISTRICT OF COLUMBIA, a municipal Corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Colleen Green
Director

Legal Review:

Office of the General Counsel
Department of Housing and Community Development

3/20/25
Date

[Signatures continue on the next page]

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTEE SIGNATURE PAGE]

LYDIA'S HOUSE IN SOUTHEAST
a District of Columbia non-profit corporation

Cliff M. Beckford
Executive Director

03/27/25
Date

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit A Services to be Provided

- Statement of Work
- Section 3.2 Services (from the FY25 RFA)
- Workplan as approved by the Grantor

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education, and training services to support DHCD's housing programs and initiatives and promote compliance with District housing regulations. All of the services are intended to empower potential homeowners, actual homeowners, and tenants to preserve affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership, (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner-occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached work plan and performance measures. Marketing and outreach for the services provided is an activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals, and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of this service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling, (b) the Grantee's additional knowledge of the individual, and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow-up and conduct a final assessment of the services' impact. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program

SECTION 3: PROGRAMMATIC REQUIREMENTS

3.1 Eligibility for Federal Funding

The services in this RFA will be conducted through grant agreements using Federal funds (Community Development Block Grant (CDBG) and, as available, some District Funds. The Department will provide a full informational briefing to the awarded grantee(s) about the grant funding source's ongoing administrative and programmatic requirements. Whether grants awarded under this RFA are funded locally or with federal funds, all grants will be managed to the higher standards and requirements whether Federal or District.

Federal regulations have established national objectives requiring all CDBG-funded activities beneficiaries to be at least 51% low- and moderate-income persons or households. The national objective is achieved through "limited clientele benefit"—that is, by verifying the incomes of each beneficiary of the services provided. The applicant must demonstrate that it has the capacity and the intention to verify the household incomes of beneficiaries to meet the national objective of providing benefits to 51% of low- and moderate-income persons.

Client income certification is also an important element of ongoing program activity for many DHCD housing programs. (See Section 3) Applicants should review in detail the federal income requirements for programs, activities, and grantee (sub-recipient) eligibility under the Community Development Block Grant program regulations at 24 CFR 570. 200-210,

- https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-570/subpart-C?toc=1

and HUD Housing Counseling Program Regulations: 24 CFR Part 214,

ps://www.ecfr.gov/current/title-24/subtitle-B/chapter-II/subchapter-B/part-214?toc=1

3.2 Housing Services: Description of Housing Programs and Services

Please Note: Specifications and programmatic requirements may change from time to time during the award period at the discretion of the Department.

The following describes seventeen services in the Housing Counseling Program. These constitute the services for which the Department is seeking Applicants to provide services to DC residents. Applicants should select at least one service for which they are applying; however, the Applicant may select more than one. The Department is not obligated by the Applicant's selection to make an award. Applicants are responsible to demonstrate their capacity in their application to provide the services for which they have applied. Capacity includes staffing patterns including qualifications and experience, other funding resources, case management systems and programmatic activities. Historical data can also be considered in demonstration of organizational capacity. Applicants should be aware of Legal Citations noted throughout this section as well as the references to the Code of Federal Regulations (CFR).

Category A: HOMEOWNERSHIP

A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program
A6: Income Certification for the Property Acquisition and Disposition Division (PADD) Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY

B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B12: Legal Services for Seniors and/or Coop & Condo Associations
B13: Technical Assistance for Coop and Condo Associations
B14: Technical Assistance for Owners of Small Rental Properties

CATEGORY C: TENANTS AND TENANT GROUPS

C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

Each particular service has specific requirements described in the following pages. Applicants are expected to utilize this guidance in the performance of these services.

CATEGORY A: HOMEOWNERSHIP

Legal Citations Governing Program Area in Category A

Applicants to provide services in Category 1 should review in detail the following legal citations governing the District's homeownership programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for homeownership pursuant to the relevant citations.

- Home Purchase Assistance Program: DC Code 42-2601 and 14 DCMR, Chapter 25
- Employer-Assisted Housing Program: DC Code 42-2501 and 14 DCMR, Chapter 36
- Inclusionary Zoning: Legislation Pending, Bill 17-586, 17-618, 17-619

A1: HUD Housing Counseling
This activity is open to applicant organizations which are HUD approved employing one or more HUD certified counselor(s). Such counseling is often (but not exclusively) in the pursuit of homeownership or credit repair and improvement or to improve their housing condition.

Grantees of this service should be familiar with 24 CFR 5.100 and with 24 CFR 214.

Housing counseling is independent expert advice provided by a HUD certified housing counselor (24 CFR Part 214) customized to the needs of the client. It is aimed at addressing housing barriers and providing support to the client to achieve their housing goals. This counseling service must include: (1) intake (2) financial and housing affordability analysis (3) an action plan[2] and (4) follow-up counseling to implement the action plan and achieve its stated goals *(24 CFR 5.100).*

The action plan should identify the steps needed for the client to achieve his/her housing goals. These actionable steps include, but are not limited to, review of the client's credit report with explanations of its meaning and items that impact (or may improve) the credit score, creation of a budget and methodologies to track one's income and spending, debt reduction planning, and savings planning. Follow-up should track the client's progress toward the goals of the action plan. Other programs and services including group educational opportunities may complement the one-on-one counseling with a certified counselor. Counselors, therefore, may appropriately make referrals to programs and services as well as to group educational activities that support and implement the goals of the action plan.

Counseling organizations are required to maintain case files including items 1-4 above as stated in 24 CFR 5.100. It is critical that files with records and case notes be kept in such a way that if a client's counselor is no longer available, either temporarily or permanently, another certified counselor in the organization can understand based on the file the client's circumstances, action plan, progress and where the client is in achieving his/her housing goals.

Organizations providing this service should have working experience with credit counseling and repair, with consumer credit bureaus and consumer credit laws. Ideally, they should be familiar with creditor tactics, liens, judgments, repossessions, and other obstacles to credit improvement.

It is critical for the counseling organization to make efforts to keep the client engaged in the counseling process and such attempts and outreach should be documented in the case file.

In accordance with HUD requirements, counseling organizations may close files if a client does not respond to outreach efforts over 60 days. The last outreach attempt should document that the file will be closed as of a specific date if nothing further is heard from the client. If the client should return to client after the 60 days, a new file should be opened.

[2] Except for reverse mortgage counseling.

Post-purchase follow-up

a) Grantees must continue their counseling relationship with customers once they become homeowners. This follow-up should continue for a period of time after purchase to ensure the homeowner's housing stability.
b) Grantees may make use of post-purchase programs using either their own programming or making referrals to other Grantees who provide such programming (*e.g.* B1 General Home Management and B2 Foreclosure Counseling).
c) If problems arise, it will be the grantee's responsibility to address them quickly as time is of the essence, and to address them as efficiently as possible. Where the District's investment is involved, counseling should include ways to protect the DC investment.
d) When working with clients who have an HPAP deferment period ending, Grantees must provide dedicated counseling services to those borrowers. In particular, grantees will be asked to make an updated assessment of each borrower's financial status regarding the appropriateness of continued deferment.
e) Potential delinquency, or foreclosure prevention, counseling will be provided to any borrower who is experiencing difficulty.
f) If problems continue with these loan clients, this counseling will become a home preservation activity.

A2 8-Hour Homebuyer Education Class (HBE)

This activity is open to applicant organizations which are HUD approved counseling organizations employing one or more Hud certified counselors.

The Department seeks HUD Approved organizations to provide the 8-Hour Homebuyer Class. This is in support of the Department's many programs for which the 8-Hour Homebuyer Class is a requirement, and also for other DC residents who seek to take this class in preparation for homeownership and for their knowledge.

Organizations should take as a serious obligation to conduct this class with knowledge staff (HUD certified counselors). The class is conducted in a traditional in-person setting or in a virtual online setting.

Those who successfully attend and complete the class should be provided with a DHCD certification (in the format approved by the Department) indicating their completion of the class and dated appropriately. Monthly attendance and award of certificates should be reported to the Department monthly. The class should be presented frequently enough to meet programmatic needs of DHCD programs. Class dates should be provided to the Department for inclusion on the DHCD calendar. Presentations should be given by staff, not outside speakers. Grantees are welcome to collaborate in the conduct of these classes.

A3: Intake for DC Homebuyer Programs (HPAP/EAHP/NEAHP)

The Home Purchase Assistance Program (HPAP) is the primary DHCD program for first-time homebuyers. HPAP provides interest-free loans that include closing cost assistance to eligible applicants. Under this program, homebuyers may have the opportunity to purchase houses,

condominiums, or cooperative units in the District. DHCD has additional homeownership programs which are associated with HPAP, and which are targeted to specific populations or geographic areas or may meet specific home buyer needs.

The satellite programs are:

(1) The Employee Assisted Housing Program (EAHP) provides assistance to District of Columbia Government employees, who are first-time homebuyers in the District; and

(2) The Negotiated Employee Assistance Home Purchase Program (NEAHP) provides down payment and closing cost assistance to certain District of Columbia Government employees whose position is covered by specific union collective bargaining agreements.

Wherever the acronym "HPAP" is used, the same applies to the EAHP and NEAHP programs.

Prior to HPAP Application

Clients interested in HPAP assistance who have a pre-approval from a lender, should be assisted with making an application to the HPAP as expeditiously as possible. Those without a pre-approval letter from a lender are required to engage in HUD Housing Counseling (see A1 above) in order that they have the benefit of credit counseling and homeownership preparation. The action plan should include the actionable steps needed to ensure success as a homeowner and to achieve a pre-approval letter from a lender. Once a pre-approval letter has been obtained, the client with the Grantee's assistance should proceed to making their application to HPAP.

Application Process

For grantee organizations, this relationship management function includes working with first-time homebuyers throughout the homeownership application, preparation, purchase, and post-purchase process. Counseling will be focused on low- and moderate-income populations.

Once HUD credit counseling is completed the HPAP process includes:

(Optional) Applicant organizations may conduct pre-purchase seminars which include information and requirements of the HPAP programs. A DHCD Certification should be provided to attendees and recorded with DHCD.

Application Intake includes document collection of those documents needed. These should be collected in person or by means of a secure portal. Email is not considered a secure means for transmission of information which could be used for identity theft or other criminal activity. Drop-off at a staff office to an employee is acceptable.

Once the application package is complete, the organization submits to the appropriate HPAP administrator.

Homebuyer Education (8-hour class) (A DHCD Certification should be provided to 8-hour Homebuyer Education attendees and recorded with DHCD.)

Post-Purchase follow-up (Records of those follow-ups should be maintained by the organization. See Post-purchase in Service A1)

Organizations will be responsible for: (1) the application process, which includes delivery of completed applications to the HPAP Administrators; (2) completion of the application form itself and collection of all required supporting documentation, and (3) maintaining performance and reporting data, and databases as needed by the Department.

A4: Inclusionary Zoning Orientations

Introduction to IZ/ADU Programs:

The District's Inclusionary Zoning (IZ) Program requires a certain percentage of units in a new residential development, or a substantial rehabilitation that expands an existing building, be set aside as affordable units. The goals of this program are to increase the supply of affordable housing for low- and moderate-income households, to support the creation of mixed-income communities, to prevent rising home prices from driving out low- and moderate-income residents, and to leverage the expertise and capacity of the private market to develop affordable housing.

Affordable Dwelling Units (ADUs) are defined as for-sale and for-rent homes that are locally restricted for occupancy by households whose income falls within a certain range and are generally offered at a below-market rate. ADUs are generally produced in exchange for zoning relief, tax incentives, public financing, and/or the right to purchase or lease District-owned land. Specific ADU provisions, such as the affordability period, income limits, and resale restrictions, are set out in deeds, covenants, land disposition agreements, ADU administration plans and other originating documents.

ADU provisions have historically varied from project to project, as each is a result of a unique negotiation or project approval. However, ADU restrictions are becoming more standardized and more similar to standard IZ requirements.

Organization roles and responsibilities:
Provide mandatory IZ Orientation. The department's PowerPoint presentation must be utilized. Presentation and answers to participants' questions must conform to agency guidelines.

DHCD seeks organizations which will provide programmatic rental and homeownership counseling services in support of both of the above programs. Information about these

programs is available through DC Housing Search https://www.dchousingsearch.org , counselors will be required to utilize DC Housing Search, and train potential customers in how to search for affordable housing through DC Housing Search.

Grantees will be required to become familiar with the program requirements and procedures, as required by DHCD. In the last few fiscal years, the IZ program has produced approximately 400 new affordable units each year.

Orientation:
In particular, organizations are required to conduct IZ Orientations to help residents to be familiar with all programmatic requirements for the IZ program.

Organizations must conduct and coordinate this mandatory orientation session in a traditional and virtual classroom settings. They must provide interested applicants/residents with the relevant terms of the program, including next steps and other information as required by DHCD.
DHCD currently provides standard slides and certificate templates to use for this orientation and will provide training to grantees.

Completion of this orientation class is mandatory before an individual may register for the IZ program and individuals must renew registration every two (2) years to remain on the IZ registration list.

The class must be conducted at least monthly beginning within 30 days after the grantee's application is approved. Coordination of this class will include publishing upcoming class dates, accepting reservations via phone, email, or other method, allowing walk-ins if space is available, providing attendees with a certificate of completion (in a format approved by DHCD) upon completion of the class and providing at least monthly attendee data to DHCD. It will also include ensuring that attendees receive all required training materials, and shall be presented by grantee staff, not outside speakers.

Grantees must train program participants in the terms and specifics of the IZ and ADU Programs (training guidance will be provided by DHCD) and provide additional pre and post homebuyer education training.

Grantees must also provide data to DHCD on a regular basis as determined and requested by DHCD, including but not limited to the names and contact details for individuals who have received a DHCD certificate and the number of attendees at IZ orientations.

A5: Income Certifications for the IZ/ADU Units Programs

The agency seeks two organizations to provide income certifications for participants in the Inclusionary Zoning and Affordable Dwelling Units programs. Income certifications are expected to be conducted under a uniform process prescribed by DHCD and following HUD Part 5. DHCD has established requirements for approving Certifying Entities, including

specific IZ and ADU training.

Grantees are expected to become Certifying Entities pursuant to DHCD requirements. Grantee organizations will be required to ensure that program participants understand that income and occupancy restrictions apply to their IZ units and ADUs. Grantees will also be expected to complete income certifications for newly selected households and for renewing tenants. Grantees will be working closely with individuals, property management/leasing staff, sales agents and DHCD. DHCD will provide the necessary forms and procedures, but Grantees will collect the necessary paperwork from individuals and complete the income and household size verification process. Upon successful certifications, Grantees will notify DHCD and the sales/leasing staff.

Such restrictions may include but would not be limited to: (1) the specific affordability period, (2) conditions for, or prohibitions against, subleasing, and (3) resale restrictions. Ongoing outreach and assistance to occupants of IZ units and ADU is required in the areas of programmatic requirements and homeownership counseling.

A6: Income Certification for PADD Applicants

The Property Acquisition and Disposition Division (PADD) encourages vacant and/or abandoned property owners to rehabilitate and/or occupy their properties. PADD acquires vacant, abandoned, and deteriorated properties through negotiated friendly sale, eminent domain, donation, or tax sale foreclosure, when owners are unwilling or unable to maintain their properties. PADD also disposes of properties in inventory by selling them to individuals or developers to be rehabilitated into high-quality affordable and market-rate single-family and/ or multi-family for-sale or rental housing in District neighborhoods.

For DHCD, the activities of this Division create affordable homeownership and rental opportunities for low- and moderate-income households. Grantees must counsel these households as they qualify for and occupy these new homeownership and rental units. DHCD seeks one or more organizations which will provide counseling or training services for affordable units made available through PADD.

Because PADD units are not produced through a traditional homebuyer program, an intensive marketing and outreach effort to our target population will be required of grantees. Counseling services will also involve conducting income certifications and re-certifications for purposes of admission and continuing participation in this program. Income certifications are expected to be conducted under a uniform process prescribed by the Department. For PADD, grantees must ensure that program participants understand that income, or occupancy, restrictions apply to their unit. Such restrictions may include but would not be limited to: (1) the specific affordability period; (2) conditions for, or prohibitions against, subleasing; (3) potential rent increases; and (4) resale restrictions. The specific unit covenant

terms will be communicated to stakeholders by the Department, but grantees must facilitate communication with stakeholders.

A7: Public Services: General Coaching and Information

Public Services may be undertaken by Applicants which have not yet obtained HUD Approval and may not employ a HUD certified housing counselors. (HUD Approved organizations who are applying for A1 or A2 do not need to apply for this service, since they are able to provide these Public Service activities in connection with their other lines of services.

These activities are frequent but not exclusively in a group setting. These may be virtual or in-person, as long as an in-person option is provided. Grantees may utilize Homebuyer Clubs as an effective tool for keeping clients engaged in homebuyer preparation when a long-term period is needed for better positioning to be a first-time buyer.

They may include group trainings on understanding credit and credit reports and involve savings programs.

Public service staff are required to train clients to utilize available tools, such as DC Housing Search https://www.dchousingsearch.org to locate affordable housing for sale and for rent.

CATEGORY B: COUNSELING AND TRAINING FOR HOME PRESERVATION

B8: General Home Management (Post-Purchase Non-Delinquent)

Post-purchase counseling is essential for Homeowners who have purchased their homes, are not delinquent in their mortgage payments and would like to remain successful by creating a realistic financial plan to avoid financial pitfalls and protect and retain their homeownership. Post-purchase counseling is essential to understand local post-purchase behavior, especially low-moderate income homeowners, that can be supported by education and supportive programs to ensure recent homeowners understand what to do in the event of hardships. Organizations that provide post-purchase counseling sessions and education workshops will ensure their topics consist of the following:

1. Prepare a maintenance plan for major household systems and repair strategies.
2. Emergency preparedness plan to assist client in case of disaster.
3. Understand consequences of not paying taxes, HOA payments or community assessments.
4. Explain the benefits of establishing an emergency fund and retirement or tax-incentivized accounts.
5. Provide knowledge of home improvement financing options like HELOCs and give counsel on how to apply for additional financing to renovate property.

6. Access the client's understanding of the process of refinancing the home and incurring more debt.

This counseling activity may include, but not be limited to, appliance warranty disputes, contractor disputes, disputes with mortgagors, will and estate issues, including transfer-on-death deeds, etc. In this service, grantees must serve as advisor-educators and are prohibited from giving legal advice. Grantee activities should focus on low--and moderate-income populations.

B9: Foreclosure Counseling

Homeowners who are delinquent in loan payments (as well as those in danger of delinquency) need to know what options are available to them. Similarly, those in foreclosure need to know their options and resources that may assist them, especially if available legal services are available.

Organizations are required to provide foreclosure prevention counseling that helps homeowners at risk understand the foreclosure process in Washington, DC, determine their legal rights and identify options to avoid foreclosure.
Organizations will assist struggling homeowners with loss mitigation, communicate with mortgage servicers and provide services such as the following:

1. Provide advice and coaching to assist clients with creating a budget based on financial goals. Assess the current financial situation and develop short and long-term strategies to reduce expenses and debt to achieve client goals.
2. Explain loss mitigation. Explain the requirements of a loss mitigation package and evaluate the client's loss mitigation options for FHA and non-FHA loans.
3. Provide examples of mortgage default scams and ways to avoid being a victim.
4. Explain the consequences and costs associated with a foreclosure, short sale, or deed-in-lieu.
5. Explain the foreclosure timeline and devise a plan if the client is unable to stay in the home and assist the client in mortgage default recovery. Demonstrate the impact of a mortgage default.
6. Work with displaced residents seeking referrals for housing.

Grantees work with homeowners who are delinquent in their mortgage payments, or who are in foreclosure, or in post-foreclosure. These counseling services are also offered to owners of multi-family properties, and ownership associations. This counseling serves as a central element of DHCD's overall foreclosure prevention strategy.

It is critical to address the District's foreclosure crisis. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Grantees also work with the Department of Insurance Securities and Banking (DISB) to protect clients against scam operations that prey upon residents who are subject to foreclosure. Grantee organizations extract data for outreach and targeting efforts from the Office of the Recorder of Deeds, which provides a listing of all official foreclosures in the

District on a weekly basis. DHCD seeks one or more organizations that will provide foreclosure counseling services which include, but may not be limited to, all of the above-described foreclosure prevention activities.

For grantees, this counseling function means working with troubled homeowners, utilizing all foreclosure prevention or mitigation tools available, and if necessary, working with customers throughout their foreclosure or post-foreclosure process. Grantees must provide full assistance and advice to troubled homeowners. Grantees will be responsible for: (1) assessing the homeowner's circumstances, (2) educating the homeowner about the full implications of mortgage delinquency and foreclosure (3) exploring and providing options of action for the homeowner (4) providing tools or alternative support that may further assist the homeowner (5) developing and executing a best action plan for either saving the home or undertaking the best course for the homeowner, and (6) tracking the results of their counseling efforts. In addition, grantees will provide ongoing performance and reporting data and databases maintained.

Post-Foreclosure Counseling: It is critical that grantees continue their counseling relationship with customers, even if the home cannot be saved. Grantees must follow up with troubled homeowners for a period of time after any action plan has been executed. If the home has not been saved, counseling should be made available, and if necessary, referral to other needed services. If the home has been saved, counseling follow-up is also necessary to ensure that the ongoing action plan is being properly implemented. If more problems arise, it will be the grantee's responsibility to address them as quickly and as efficiently as possible.

With the passage of the Saving DC Homes from Foreclosure Emergency Amendment Act of 2010, troubled or delinquent District homeowners have the right to engage in mediation prior to foreclosure. As a result, DHCD requires grantees to provide counseling related to this mediation process.

Grantees must be familiar with the Law, its regulations, and the mediation process which has been implemented by the Mediation Administrator at the DC Department of Insurance, Securities, and Banking. Grantees must educate troubled homeowners in the decision factors related to mediation election, and, if necessary, prepare them for mediation. In some cases, counselors may be asked to accompany, or represent, troubled homeowners in the mediation process. Grantees must ensure that all customers who elect mediation complete and submit proper documentation in a timely manner. Grantees must ensure that the best interests of troubled borrowers are protected throughout the mediation process. Finally, DHCD expects grantees to follow-up after the mediation process is complete to ensure that any final mediation agreement is properly implemented.

B10: Eviction Counseling

Applicants who have HUD certified counselors or NeighborWorks America foreclosure certified counselors may offer this service. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Training should also include knowledge of laws and legal procedures governing eviction.

Eviction has long created housing instability for renters, and especially among low- and moderate-income households. For those at the lower end of the economic scale, eviction has caused not only housing instability but also employment insecurity and homelessness. Studies have shown that lack of access to legal representation has resulted in markedly different and detrimental outcomes as compared to renters who have legal representation. After legal representation, the next most effective range of services includes alternative dispute resolution (or mediation), knowledge and guidance in court navigation, and effective management of legal and tenant-landlord documents. In addition to housing instability, eviction also has credit impact for the tenant.

It is critical to provide those in danger of eviction with counseling to make informed decisions. This includes access whenever possible access to legal services. Also, appropriate training includes information about tenants' rights and obligations, the credit impact of eviction, use of payment plan agreements, understanding of court processes and procedures, and access to alternatives to court procedures. When tenancy is lost, counseling for housing alternatives is needed and a path forward to credit repair.

B11: Single-Family Residential Rehabilitation Program

The Single-Family Residential Rehabilitation Program (SFRRP) administers grants to District homeowners for roof repairs and for modifications to eliminate barriers to accessibility for persons with mobility or other physical impairments. Projects approved for SFRRP require a covenant on the property to protect the District's funding of the project.
DHCD seeks one or more organizations which will provide application intake services to SFRRP applicants throughout the grant process.

> **Mandatory Counselor Intake Training:** Grantees for this line of service are required to attend training with the SFRRP team in September to be introduced to updated aspects of the SFRRP for FY25. It is critical that the grantee have a solid understanding of the updated program and the requirements for applications. Therefore, the September training is mandatory for SFRRP intake counselors.
>
> **Application Period:** Applications for SFRRP will only be taken between October 1, 2024, and December 31, 2024. To be considered applications during this period must be complete. Lack of required documentation or information will not "hold a place" in the program if not provided before the December 31, 2024. The Department at its sole discretion reserves the right to close the program prior to the deadline if funding is depleted or no longer available.

Information Session for Applicants: The Department will provide Grantees with a PowerPoint presentation outlining the program and its requirements. Intake counselors are required to use this presentation with all potential applicants either in a group sessions (such as an Orientation) or in a one-on-one session with the potential applicant.

Grantee's and Counselor's Responsibilities: (1) use the Department PowerPoint presentation to present the program to potential applicants, answering questions from residents interested in the program; (2) complete the application document and collection of **all required** supporting documentation *(incomplete applications will not be accepted)*; (3) post-application and post-grant support; and (4) providing performance and reporting data as required.

45 Day Period: It is critical that no application be uploaded in the SFRRP portal unless it is complete with all required documents and intake form completed. If an incomplete application is uploaded in the portal, the SFRRP staff will notify the counselor and the applicant that the application cannot be accepted. The notification state that what is complete and state the **applicant has 45 days** to provide the requested information including documents. After 45 days if the application remains incomplete, the application will be closed as incomplete for funding.

Application Portal: Counselors will need to provide their name and contact information (e.g. email) when uploading in case SFRRP program staff need to follow up.

Legal Citations Governing Program Area for Category B:

Applicants to provide any service in Category B should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

- Lead Safe Washington 24 CFR, Part 35, 24 CFR, Part 85.37, Section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992
- Single Family Rehabilitation 14 DCMR, Chapter 28 First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
- Saving DC Homes from Foreclosure Emergency Amendment Act of 2010 (DC Act 18-635; 57 DCR 12404)

B12: Legal Services for Homeowners and/or Coop & Condo Associations

The Department seeks organizations to provide legal services to provide one or both of the services noted below. Grantees will conduct outreach to low- and moderate-income populations in need of these services.

- Legal Services to Seniors
  Seniors who are homeowners can be assisted by the Applicant to have legal services to assist Seniors to avoid housing instability or the loss of ownership of their home. In addition to their own attorney staff, Applicants may seek *pro bono* services from other members of the Bar.

- Legal Services to Coop-Condo Associations
  Legal services may be provided to Cooperatives and/or Condominiums ("Associations") to ensure housing stability. If Associations have problems in areas of legal entity status, required legal or financial filings, compliance issues, risk management concerns, board and member training, best legal practices, and collection of association fees (to name of few), such issues may threaten the member's housing stability, and the owners' (or members') investment in their properties. Selected applicants will provide legal services to Associations in low- and moderate-income census blocks to mitigate these concerns, to preserve housing stability of owners and to ensure well-functioning Associations and Boards.

B13: Technical Assistance for Coop and Condo Associations

The Department seeks one or more organizations to provide technical assistance to Associations. The situation many Associations may face is a need for training in best practices of Association management. Training in best practices and frequently encountered problem situations may be offered by the grantee not only to the Association Board but also to the owners in the Association. Association boards and their member owners frequently face issues of association fees not being paid, lack of income to fund reserves, special projects that would require a special assessment, and decisions of taking court action or being the defendant in a court action. These are just a few of the legal issues which may arise for the Association, in addition to the more routine matters of by-laws and required legal documents for the operation of the Association.

B14: Technical Assistance for Landlords of Small Rental Properties

Landlords of small rental properties face enormous challenges. They frequently lack the staff and the resources of large multi-family properties to deal with the many details of operations and asset management. Small unit properties cannot readily absorb mistakes or challenges.

In a ten-unit property, one vacancy is a 10% vacancy rate, while one unit in a 100-unit property is 1% vacancy rate. Yet, small unit properties are often the affordable renter properties. To preserve this housing stock as an affordable option, DHCD seeks grantees to provide Technical Support to Owners of Small Unit Properties (of 30 units or less).

Services can be provided through group training as well as through one-on-one counseling. Like many small business owners, owners can often benefit from a better understanding of accounting practices and financial statements (balance sheet, income statement, cash flow report). Knowledge of financing options is another common to many business owners. Topics such as these are particularly suitable to the needs of owners.

1. **Property Management Software**: Landlords often need help selecting and implementing property management software to track rent payments, maintenance requests, tenant information, and other critical operational data.

2. **Legal Compliance**: Guidance on navigating complex local, state, and federal housing laws and regulations related to fair housing, security deposits, evictions, and other landlord-tenant issues.

3. **Financial Management**: Guidance with accounting, tax preparation, and financial planning specific to rental property ownership and operations.

4. **Maintenance and Repairs**: Access to vetted contractors, tradespeople, and service providers to handle property maintenance, repairs, and upgrades in a timely and cost-effective manner.

5. **Tenant Screening and Selection**: Guidance and best practices with tenant screening processes, background checks, and selecting responsible renters to minimize vacancies and evictions.

6. **Marketing and Leasing**: Help with listing vacant units, advertising, showing properties, and executing leases to keep units occupied.

7. **Emergency Response**: Guidance on developing emergency plans and protocols to address unexpected events like natural disasters, property damage, or tenant issues.

8. **Asset Management Issues**: The ratios and metrics of asset management for multi-family properties provide a helpful guide to best practices. For example: Many landlords are unaware of the effect that certain metrics have in their properties. Slow "Make-Ready" times, refers to the length of time it takes to prepare an apartment to be shown to prospective tenants. Similarly, "turn time" refers to the times it takes to find a renter and receive the first month's rent. Slow turn times are also a drain on resources. When there are slow "make ready" and slow "turn times" the combined effect can be detrimental for the property's future. High turn-over rates among renters is another draw on the income. Other issues and topics include: What to do when you have a tenant who is not paying rent? What are the alternatives to eviction? How do the Court work? Are there pre-eviction resources? What legal services are available to the owner?

CATEGORY C: TENANTS AND TENANT GROUPS: SERVICES RELATIVE TO Tenants Opportunity to Purchase Act, Rental Conversion and Sale Division, and Rental Accommodations Division

The DC Tenants Opportunity to Purchase Act (TOPA) seeks to protect tenants and tenant groups from displacement due to sale of the property. The law allows tenants to purchase their apartment building. Tenants have the choice of maintaining the apartments for rent or converting to cooperatives or condominiums. DHCD seeks to preserve affordable housing in the District and limit displacement of low- and moderate-income households. For groups that choose coop or condo conversion, this provides a path to homeownership.

DHCD provides both financial assistance and technical assistance, as well as specialized organizational and development services, for tenant groups who are pursuing the purchase of their apartment buildings. Through DHCD's Development Finance Division, organized tenant associations may be provided with seed money, earnest money deposits, and acquisition and/or rehabilitation assistance. After acquisition and rehabilitation, DHCD also provides ongoing Board training and property management support to the newly formed cooperative or condominium Boards.

C15: TOPA: Pre-purchase Training

DHCD seeks one or more organizations which will provide pre-acquisition organizational and developmental counseling and training to tenant groups or tenant associations in support of their intent to purchase their building. These tenant groups must be preliminarily qualified as eligible for DHCD's Tenant Purchase Technical Assistance program. Grantees must provide the following services to tenant groups:

a) establishment of a tenant association.
b) selection and appropriate training of Board members.
c) training of captains (court, building and floor).
d) training in roles and functions of committee members; (5) training tenant groups in detail about the building purchase process.
e) training tenant associations in property management techniques.
f) provide training to the tenant association on each type of ownership; and conducting surveys of tenant associations to determine the appropriate form of ownership for their building (cooperative or condominium).

It is critical that Grantees in this service maintain an outreach to educate and inform low- and moderate-income tenants about their rights and opportunities provided by TOPA. Grantees are encouraged to make this a central aspects of their marketing plan, and to create

opportunities as well as avail themselves of opportunities to participate in educational outlets to reach tenants. Collaboration with other Grantees in this or similar service lines is encouraged. Grantees should participate in DHCD when and as those opportunities for outreach are available.

While training the tenant association, the grantee must be able to prepare and submit appropriate documentation required in the purchase process, including but not limited to tenant profiles and feasibility analyses, response to Notice of Sale of Building, preliminary development, acquisition, and rehabilitation plans, and operational plans.

The grantees must have skill and experience in negotiating the lease or purchase of the building. In addition, grantees must assist tenant groups in procurement related to the development, purchase, and rehabilitation process, including but not limited to attorneys, architects, engineers, financial and developmental consultants, private developers, appraisers, and property managers.

C16: TOPA: Post-Purchase Training

DHCD seeks one or more organizations which will provide ongoing post-acquisition counseling services which include property management and Board training for properties which have been purchased and/or rehabilitated with financial assistance from the DHCD Development Finance Division's First Right Purchase program. Generally, these are multi-family properties that have been purchased through limited equity cooperative agreements or condominium purchases. Therefore, non-profit Board training and development skill and/or experience, as well as multi-family property management skills are critical to providing effective counseling services. Services to be provided under this activity may include, but are not limited to:

a) establishing standards of evaluation for each participant's financial status and leadership capacity.
b) conducting annual management reviews of all Boards, oversee election and
c) training of new Board members.
d) assisting in the establishment of appropriate arrangements with required service providers such as exterminators, garbage collectors, landscapers, etc.
e) assisting in capital management planning and a stabilization plan for rehabilitation and/or refinancing.
f) tracking property vacancies and reviewing new applications for membership.
g) establishing and reviewing membership guidelines.
h) technical assistance in accounting, budgeting, and the preparation of financial statements for long-term financial viability.
i) providing Board of Directors with training as appropriate; and

j) other required management and support duties. Grantees will assist the condominium or cooperative in developing a budget for the overall management and carrying costs of the property.

Grantees will assist the Board and membership in all aspects of management, such as completion of the audit, Fair Housing issues, required individual, property, and Board insurance, taxes, the role of Board officers, evaluation of monthly financial performance, training on lender compliance, i.e. loan payments, income requirements. DHCD will likely negotiate assignment of specific properties to grantees for this service.

Legal Citations Governing Program Area in Category C:

Applicants to provide any service in Category C should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
Tenant Purchase Technical Assistance Program DC Code 42-3404.02
Rental Housing Conversion and Sale Act of 1980, as amended (DC Code 42-3401.01 et. seq.) (Also known as the Tenant Opportunity to Purchase Act or "TOPA")

C17: Services for Tenants and Tenant Organizations
(in partnership with Housing Regulation Administration, Rental Accommodation Division, Rental Conversion and Sale Division).

Activities under this service will supplement and enhance the services provided by DHCD's Housing Regulation Administration (HRA), which includes the Rental Accommodations Division (RAD) and the Rental Conversion and Sale Division (CASD).

RAD administers the Rental Housing Act of 1985 (D.C. Official Code § 42-3501.01 et seq.) which regulates residential rental housing registration and the rent stabilization program (commonly known as rent control). RAD oversees rent adjustment procedures, processes notices to vacate, reviews tenant petitions prior to adjudication by the Office of Administrative Hearings and adjudicates most types of landlord petitions. RAD also proposes rules and regulations for administration of the Rental Housing Act for review and publication by the Rental Housing Commission.

CASD administers the Rental Housing Conversion and Sale Act of 1980 (D.C. Official Code § 42- 3401.01 et seq.) which regulates the sale or transfer of ownership interests under the

Tenant Opportunity to Purchase Act of 1980 (TOPA) (D.C. Official Code § 42-3401.01 et seq.), the conversion of use of rental housing to condominium or cooperative ownership and residential condominium formation and registration under the Condominium Act of 1976 (D.C. Official Code § 42-1901.01 et seq.). Further, CASD administers a Housing Assistance Payment program (HAP), under which tenants may be eligible for rent assistance if they are displaced due to the conversion of use of their apartment building to condominium or cooperative ownership.

CASD also proposes rules and regulations for administration of the Rental Housing Conversion and Sale Act of 1980.

DHCD seeks one or more organizations which will support RAD and CASD operations by providing counseling and tenant education services to tenants and tenant groups. Grantees must provide counseling and training assistance to tenants and tenant organizations regarding the District's rental housing laws and tenant and landlord rights and responsibilities.

For CASD, grantee organizations must provide counseling and training concerning: (1) tenants' TOPA rights when a landlord intends to sell, demolish, or discontinue rental housing use; (2) transfers of rental housing ownership or economic interests; (3) assisting tenants or tenant organizations in exercising their right to purchase; (4) informing tenants or tenant organizations relating to partner-investors and assigning TOPA rights; (5) conversion of use from rental housing to condominium or cooperative ownership by tenant elections, or conversion in lieu of tenant elections; (6) the Housing Assistance Payment program and relocation assistance; (7) tenant organization formation, incorporation, and registration; (8) protections for elderly or disabled tenants; (9) coercive or retaliatory activities; (10) tenant rights when rental housing is in foreclosure; (11) notices of intent to convert use from rental housing to condominium or cooperative ownership; and (12) relocation counseling for displaced tenants.

For RAD, service providers must demonstrate the ability to counsel and train tenants and tenant organizations on rent control provisions including properties that are regulated by or exempted/excluded from rent stabilization under the Rental Housing Act:

1) petition- based and annual rent increases.
2) executing and filing tenant petitions.
3) responding to landlord petitions.
4) protections for elderly and disabled tenants.
5) RAD's conciliation services.
6) notices to vacate and eviction procedures.
7) disclosures to tenants.
8) changes and decreases in services and facilities.

9) learning about and securing enforcement of housing condition regulations.
10) security deposits.
11) understanding lease provisions.
12) rent increases if a property is not under rent control.
13) appealing decisions of the Rent Administrator or the Office of Administrative Hearings; and
14) relocation counseling for displaced tenants. Note: Advocacy on behalf of tenant groups, or tenant rights assignees– including, but not limited to, legal advice or advocacy on tenants or tenant organizations' behalf in negotiations with a property owner–is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators, and not as advocacy groups. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns, or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a grantee is to ensure that tenants understand all available options.

Direct Counseling to Tenants and Tenant Groups: tenant counseling services will be designed to educate tenants in privately-owned properties about their legal rights and opportunities. This service is to be provided to tenants and tenant groups which are not subject to foreclosure and have not selected to exercise their Opportunity to Purchase Rights and/or Right of First Refusal under TOPA. It also includes providing other services and tenant education, which may not fall into the categories of services outlined above, such as eviction counseling, relocation counseling, apartment search, or apartment management.

DHCD seeks one or more organizations with the capacity to bring a range of resources to prevent involuntary displacement and to provide opportunities for continued affordable rental housing. Grantees must provide counseling services to tenants and tenant groups which include, but are not limited to: (1) outreach to tenant groups upon notice of one-year potential for subsidy expiration; (2) technical assistance in negotiations between owners and HUD relative to the renewal of federal subsidy contracts; (3) counseling for tenants in buildings where the subsidy will be lost and the tenant(s) must move; (4) counseling for tenants who are behind in their rent on best-action options; and (5) appropriately referring tenants who are in landlord/tenant disputes to all available resources. Grantees must also conduct research using the many databases and research tools available to identify properties that have a critical need for counseling assistance, including but not limited to DCHousingsearch.org. Note: Advocacy on behalf of tenant groups or tenants' rights assignee –including, but not limited to, legal advice or advocacy on tenants or tenant organizations behalf in negotiations

with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators and not as tenant advocates. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a prospective grantee is to ensure that tenants understand all available options.

Additional Legal Citations Governing Programs in Category C.

Applicants to provide any service in this Category and should review in detail the legal citations governing DHCD's rental accommodation functions:
(1) the Rental Housing Act of 1985, D.C. Official Code § 42-3501 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapters 38-44.
(2) the Rental Housing Conversion and Sale Act of 1980, D.C. Official Code § 42-3401 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapter 47.
(3) the Condominium Act of 1976, D.C.

Official Code § 42-1901 et seq.; (4) D.C. Official Code § 42-1901 et seq.; (5) the First Right to Purchase Program, title 14 of the District of Columbia Municipal Regulation, chapter 2700; and (6) Housing Conditions, Title 14 of the District of Columbia Municipal Regulations, Chapters 1-15. Submission of an application relevant to these services presumes that the applicant intends to meet all requirements to provide counseling to tenants and tenant groups pursuant to these above referenced citations.

3.3 Geographic Distribution of Services

The Department's decision to select one or more grantees to provide services will be influenced by the potential geographical distribution of service among the qualified applications received. Applicants can designate their proposed service areas in the District based on their by-laws, Board policies, etc. However, the Department reserves the right to designate any service areas it deems appropriate or necessary in making awards and negotiating grant terms. In reviewing the applicant pool, the Department's priority will be to ensure that excellent affordable housing counseling and training services are provided to all low- and moderate-income citizens of the District of Columbia. The Department will seek to bring parity in the quality of all housing services provided for all areas of the District through the award and ongoing management of these grants.

3.4 Marketing and Outreach

Marketing Plan to be submitted: Marketing and outreach are critical aspects of the grant's work. Grantees' efforts ensure these programs and services' success and desired impact. No Grantee or service is exempt from this requirement. Applicants must submit a detailed marketing and outreach plan for the services they are applying for. The plan should be detailed and not assume an understanding that has not been stated. Marketing should be included in the proposed budget and work plan.

DHCD will review and approve the marketing plan. In accordance with agency policy, marketing activities should highlight partnerships with and funding by DHCD.

Aspects of Marketing and Outreach to be considered:

- Continuous and consistent marketing and outreach are essential to achieving these services' objectives and maximizing public awareness of DHCD housing programs.
- Because of DHCD's diverse target population, grantees must utilize various marketing tools.
- Grantees are responsible for distributing DHCD program materials at community forums, public events, homeownership meetings, and fairs. Marketing and outreach may include but are not limited to, websites, email blasts, blogs, listservs, Twitter, Facebook, YouTube, Hope Hotline, flyers, door-to-door visits, community meetings, use of cable television (Channel 16), and public service announcements.

Coordinated with the Department: The grantee's marketing and outreach must be coordinated with DHCD. Grantees are expected to continually assess the success and impact of their marketing efforts to identify the most effective and efficient ways of reaching low– and moderate-income populations.

Participation in Department Marketing Activities: As required by DHCD, Grantees must participate in public activities and events related to housing opportunities. These may include but are not limited to tabling at events, participating in panel discussions, and providing speakers to groups, agencies, or organizations that request them.

DHCD Acknowledgement: Grantees must always acknowledge such housing assistance activities as Department of Housing and Community Development programs in any distributed print or electronic materials. DHCD must approve all such materials before distribution.

Use of DHCD Logo: All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or entirely, by the Department.

1. The written or printed materials must include the authorized DHCD logo.
2. Written or printed materials include, but are not limited to, newspaper, radio, and television announcements or advertisements. Websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.

4. The grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to the Grantee.
5. The grantee must provide copies of all marketing materials, brochures, flyers, and other materials that publicize grant-funded activities to the Grantor via email at dhcd.occo@dc.gov
6. The grantee shall publicize as appropriate to its constituency through social media, print, and online postings, DHCD communications, and events related to Grant-supported activities.

Diversity and Language Access in Marketing: Grantees must demonstrate the capability to effectively serve and communicate with the District's various non-English speaking and special needs populations. This means that marketing and outreach materials must be made available in multiple languages and media based on the needs of those populations. The grantee must demonstrate its intent and capability to comply with the District's Language Access Law. In addition, grantees must demonstrate the availability of appropriate staffing to ensure compliance with the District's Language Access Law.

3.5 Focus Areas and Neighborhood Revitalization Strategy Areas (NRSA)

DHCD has identified specific areas of the District as "Focus Areas." These Areas represent areas where the District has invested in funding to create and preserve affordable housing. Focus Areas follow main routes through the District and their associated neighborhoods. In many cases, business owners are centered on these major routes, while resident services will be seen as more appropriate for those in the communities. Applicants must ensure services are delivered to low- and moderate-income households or areas as part of their program (Housing Services, Small Business Technical Assistance, Façade Improvement). This is a CDBG requirement.

- For Housing Counseling applicants, these Focus Areas should be used to plan outreach activities to inform residents of their services.
- For SBTA and Façade grantees, the Focus Areas define the geographical areas of the District in which they will provide services. In this latter case, the Focus Areas define not only their outreach area but also their service area.

NRSAs Targeting East of the River

The Department obtained the HUD designation for the Neighborhood Revitalization Strategy Area (NRSA) for the Focus Areas in Wards 7 and 8. DHCD has designated areas of Historic Anacostia in the city's Southeast and Far Northeast communities as Neighborhood Revitalization Strategy Areas (NRSAs). This designation will allow the city to target Community Development Block Grant (CDBG) funding that supports economic and community revitalization efforts. These include Martin Luther King Jr Avenue, Marion Barry Avenue, Minnesota Avenue, and Benning Road. However, all areas of Ward 7 and Ward 8 remain the focus of the grantee's work and outreach.

For communities outside of the NRSA areas, DHCD has designated Focus Areas throughout the District. Applicants are encouraged to partner with other community-based organizations. This collaboration can include cross-disciplinary collaboration. For example, a Façade grantee may partner with an SBTA grantee to provide business owners various services encompassing both disciplines. Housing service grantees may partner to promote or provide services one grantee offers, but another may not. The key to collaboration is an outlook of being partners, not competitors.

The following is a list of the Focus Areas and some of their associated neighborhoods. The outreach plans can include other nearby neighborhoods, mindful of the low-income requirements. Each applicant is asked to select one or more Focus Areas for their application. Please note that this is a minimum, and applicants may choose more than three. Applicants will be asked to provide reporting on outreach activities.

The following is a list of the Focus Areas outreach plans, mindful of the low and income requirements.

Focus Areas/Neighborhoods

- **16th St NW Corridor** near the intersection with Havard St NW (Columbia Heights) in Ward 1
- **Georgia Ave and New Hampshire Ave NW Corridor** (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- **Rhode Island Ave and South Dakota Ave NE Corridor** (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 4 and Ward 5
- **M Street and South Capitol Streets SW Corridor** (Greenleaf and Waterfront) in Ward 6
- **Benning Road and Florida Ave NE Corridor** (NoMa/Ivy City/Trinidad) in Ward 5 and Ward 6
- **Minnesota Ave and Benning Rd NE Corridor** (Benning, Greenway) in Ward 7
- **Pennsylvania Ave and Minnesota Aves SE Corridor** (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- **East Capitol and Benning Rd Corridor** (Capitol View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- **Marion Barry Ave and Martin Luther King Aves SE Corridor** (Historic Anacostia, Fairlawn, Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- **Marion Barry Ave and Alabama Aves Corridor** (Skyland, Woodland, Garfield Heights) in Ward 8
- **Martin Luther King Ave and Alabama Ave Corridor** (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- **South Capital St and Chesapeake St SE Corridor** (Bellevue, Washington Highlands) in Ward 8

FY23 Housing Counseling Pre Award Workbook

Organization Name:	Lydia's House of Sacrament	Performance Period:	5/1/2023 to 05/30/2024
Grant Number:	FY23 II		

HUD Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	Match from FY23 Activities	Total
A1	HUD Housing Counseling	16	Number of First Time Homebuyers Participating (Intake)					
A1		709	Number of First Time Homebuyers Completing Counseling (Financial Ready to Buy Graduate)	Public Service or NOSA		$0.00	$69,700.00	$69,700.00
A1		719	Number of 1 1 Counseling Sessions (Report 6 Cards)					
A1		603	Number of unduplicated households					
A1		816	Number of 1 1 Homebuyer Counseling Sessions					
A1		703	Number of unduplicated households					
A2	Refugee Homebuyer Class	8	Number of 8-hour Homebuyer Education Classes	Public Service or NOSA		$0.00	$16,111.10	$16,111.10
A2		600	Number of Attendees at 8-hour Homebuyer Classes					
A2		600	Number of CHCS Certificates Issued					
A3	HOAP (Rapid Rehab)	0	Number of HOAP Pre Purchase Counseled conducted					
A3	(HOP) ONLY!	201	Number of Attendees at HOAP Orientations	Non-Public Service or NOSA		$48,550.00	$32,445.00	$80,995.00
A3		125	Number of Files submitted to HOAP Administrator					
A3		109	Number of 1 1 HOAP Counseling Sessions					
A3		114	Number of unduplicated households					
A4	ID/ADU Orientations	16	Number of ID Orientations Conducted	Public Service or NOSA		$0.00	$19,974.05	$19,974.05
A4		1320	Number of Attendees at ID Orientations					
A4		1320	Number of CHCS Certificates Issued					
A5	ID/ADU Income Certifications	0	Number of ID/ADU Income Certifications completed	Public Service or NOSA		$0.00	$0.00	$0.00
A6	FSDG	0	Number of FSDG group trainings conducted	Public Service or NOSA		$0.00	$0.00	$0.00
A6		0	Number of attendees at FSDG group training					
A6		0	Number of 1 1 FSDG sessions (if applicable)					
A6		0	Number of unduplicated households receiving 1 1 FSDG training					
A6		0	Number of FSDG Income Certificates					
A7	General Housing Services & Information (Group Training)	0	Number of Financial Literacy Trainings (including but not limited to check & budgeting)	Public Service or NOSA		$0.00	$9,419.05	$9,419.05
A7		65	Number of Attendees at Financial Literacy Trainings					
A7		0	Number of Homebuyer Club Meetings					
A7		0	Total # Attendees at Homebuyer Club Meetings					
A7		0	Number of group trainings or workshops not reported in other categories					
A7		0	Number of Attendees in group trainings or workshops not reported in other categories					
B10	Eviction Counseling	0	Number of Eviction workshops	Public Service or NOSA		$0.00	$0.00	$0.00
B10		0	Number of Attendees at Eviction workshops					
B10		0	1 1 Eviction Counseling					
B10		0	Unduplicated households 1 1 Eviction Counseling					
B10		0	Number referred to Attorney(s) for Legal Services					
B10		0	Number of 1 1 Attorney Consultations (Law Firm Subrecipients Only)					
B10		0	Number of unduplicated clients participating in 1 1 Legal Consultations (Law Firm Subrecipients Only)					
B10		0	Number Evictions Prevented					
B11	EFAS	0	Number of EFAS Orientations conducted (new/old)	Public Service or NOSA			$5,419.05	$5,419.05
B11		139	Number of 1 1 EFAS sessions					
B11		123	Number of unduplicated households					
B11		66	Number of complete applications submitted to EFAS Portal					
B12	Legal Services for Servicer, Owner and Condos (Law Firm Subrecipients Only)	0	Owner households receiving legal services	Public Service or NOSA				$0.00
B12		0	Other Agency referrals receiving legal services					
B12		0	Condo Associations receiving legal services					
B12		0	Number of Pre Bond Legal Services Reviewed and Returned					
B12		0	Number of Requests for Law Firms (Financial)					
B12		0	Number of Attendees at seminar for Law Firms (Servicers)					
B12		0	Number of new partnerships initiated					
B12		0	Total Number of Requests to and work with Pre Bond Provided					
B12		0	Number of outreach presentations conducted					
B12		0	Number of outreach attendees contacted					
B12		0	Number of Owner Households that met bond Legal Counsel or Consultation					
B12		0	Number of Owner households that received Legal Representation					
B12		0	# of clients helped with TA/Analysis					
B12		0	# of clients helped with TA/Financial data					
B12		0	# pre bond assessments completed on housing impacted sectors					
B12		0	# referrals for Legal and Financial Partners					
B13	Technical Assistance to Co-Ops and Condo Associations	0	Number of Co-Op Assessments including Technical Assistance	Public Service or NOSA				$0.00
B13	Coops	0	Number of Action Plans written for Co-Op Assessments					
B13	Coops	0	Number of Successful Outcomes for Co-Op Assessments					
B13	Coops	0	Number of Asset Management Improvements Done on Properties for Co-Op					
B13	Coops	0	Number of Asset Management Topical Support Services Provided to Co-Op					
B13	Coops	0	Number of One on One Sales Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Legal Assistant Services provided or Delivered Co-Op Associations					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Organizational Development Topical Support Services Provided to Co-Ops					
B13	Coops	0	Number of Executive Educational Sessions provided to attending governing boards including shared study					
B13	Coops	0	Number of Reserve Plans completed and received for Co-Ops					
B13	Coops	0	Number of Trainings on Board Governance Governance & Management to Co-ops					
B13	Coops	0	Number of Financial or Capacity Building and Sustainability completed effective Co-Op Operations & Asset Management					
B13	Coops	0	Number of written Asset Management & Sustainability Plans for Co-Ops					
B13	Condos	0	Number of Condo Assessments or Home Technical Assistance					
B13	Condos	0	Number of Action Plans written for Condo Associations					
B13	Condos	0	Number of Successful Outcomes for Condo Associations					
B13	Condos	0	Number of Asset Management Improvement Services Provided for Condo					
B13	Condos	0	Number of Annual Survey of Owners (completed by phone visit etc) and associated methodologies completed for Condo					
B13	Condos	0	Number of Asset Management Topical Support Services Provided to Condo					
B13	Condos	0	Number of Legal Assistant Services provided to Owners and Condo Associations					
B13	Condos	0	Number of Consultative Services Provided to Condo Associations and Clients					
B13	Condos	0	Number of Sustainability Topical Support Services Provided to Condo Associations					
B13	Condos	0	Number of Reserve Plans completed and received for Condo Associations					
B13	Condos	0	Number of Trainings on Board Governance Governance & Management to condo associations					
B13	Condos	0	Number of written Asset Management & Sustainability Plans for Condo Associations					
B13	Coops and Condos	0	Number of School Runs at Coops & Condominium to Youth Retreat and associated recommendations completed					
B13	Coops and Condos	0	Number of Association Officers and Condos Conferences given at National Law Firm					
B13	Coops and Condos	0	Number of Trainings on Condominium including Relocation and Construction Management					
B14	Technical Assistance for Visual Assessment Owners (25 units and less)	0	Number of Inspections Reviewed	Public Service or NOSA				$0.00
B14		0	Number of Owner/Managers receiving Services					
B14		0	Number of Action Plans Written					
B14		0	Number of Action Plans Implemented/Completed					
B14		0	Number of Owners/Managers needing Asset Management Guidance					
B8	General Home Improvement (Post Purchase Non-Foreclosure)	4	Number of Homeownership Preservation Workshops	Public Service or NOSA			$4,409.84	$8,409.84
B8		13	Number of Attendees at Homeownership Preservation Workshops					
B8		7	Number of Post Purchase Worksheets post including Homeowners Ins Requirements					
B8		33	Number of Attendees at Post Purchase Workshops (not including Homeowning Preservation)					
B8		33	Number of 1 1 Post Purchase Counseling Sessions					
B8		33	Number of Unduplicated Households participating in 1 1 Post Purchase Counseling Sessions					
B9	Foreclosure Counseling	1	Number of Foreclosure Workshops	Public Service or NOSA			$3,419.20	$9,419.20
B9		10	Number of Attendees at Foreclosure workshops					
B9		26	Number of 1 1 Foreclosure Counseling Sessions					
B9		22	Number of Unduplicated Households participating in 1 1 Foreclosure Counseling Sessions					
B9		0	Number of 1 1 Attorney Consultations (Law Firm Subrecipients Only)					
B9		0	Number of Unduplicated clients participating in 1 1 Legal Consultations (Law Firm Subrecipients Only)					
B9		0	Number referred to Attorney(s) for Legal Services					
B9		4	Number of Foreclosures Prevented					
C35	FDFA Pre-Purchase Counseling & Training	0	Number of FDFA Workshops held Report Attendance	Public Service or NOSA				$0.00
C35		0	Number of Attendees at FDFA Workshops					
C35		0	Number of FDFA Prepay Worksheets to Results					
C35		0	Number of Attendees at FDFA Training Workshops					
C35	FDFA Post Purchase Counseling & Training	0	Number of FDFA Post Purchase Training Workshops	Public Service or NOSA				$0.00
C35		0	Number of Attendees at FDFA Post Purchase Workshops					
C35		0	Number of unduplicated households					
C35		0	Number of one on one counseling sessions					
C35		0	Number of group training/coaching					
C17	Tenant Counseling for HRA - Rental Accommodation Division	0	Number of unduplicated households	Public Service or NOSA				$0.00
C17		0	Number of one on one counseling sessions					
C17		0	Number of group training/coaching					
C17		0	Number of Attendees at group training/coaching					
Marketing	MARKETING AND OUTREACH	1	Housing Fair	Public Service or NOSA			$1,344.75	$1,344.75
Marketing		4	Other Tabling Events					
Marketing		1500	Flyers Distributed					
Marketing		50	Social Media Posts (Facebook, LinkedIn, Radio/Print)					
Marketing		500	Mailings					
Marketing		1	Paid Advertising (display ads in print)					
Marketing			Other					
Marketing			Other					
	TOTALS	11359			$0.00	$69,550.00	$201,439.00	$270,989.00

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit B Budget

- Schedules A (3-1) and A (3-2) for the First Performance Period

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

Rev. 12/09/2024

ORGANIZATION NAME:	Lydia's House in Southeast
PERIOD OF PERFORMANCE:	2/1/2025-9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (If applicable):	
WARD (If applicable):	Ward 7 & 8
TYPE OF ACTIVITY:	

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$171,582.53	$0.00	$171,582.53
Credit Report	$20,760.95	$0.00	$20,760.95
Space	$23,200.00	$0.00	$23,200.00
Insurance	$8,500.00	$2,539.46	$11,039.46
Telephone	$6,000.00	$1,235.43	$7,235.43
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$4,000.00	$4,000.00
Training	$0.00	$2,600.00	$2,600.00
IT Services & Support	$3,000.00	$0.00	$3,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$233,043.48	$10,374.91	$243,418.39
Total Indirect Costs (De Minimis Cost Rate 15%)	$34,956.52		$34,956.52
Total Costs	$268,000.00	$10,374.91	$278,374.91

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM
Budget Form A (3-2): Personnel Information

Rev. 12/09/2024

ORGANIZATION NAME:	Lydia's House in Southeast
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 to 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Number of Hours	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
Director	C. Beckford	825.60	$51.75	60.0%	8	$42,724.80
Grants Manager	S. Simmons	552.00	$42.00	50.0%	8	$23,184.00
Housing Counselor	P. Green	686.00	$28.85	50.0%	8	$19,848.80
Housing Counselor	T. Morris	686.00	$28.85	50.0%	8	$19,848.80
Housing Counselor	D. Dinkins	686.00	$28.85	50.0%	8	$19,848.80
Housing Counselor	K. Reid	686.00	$25.48	50.0%	8	$17,530.24
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
Personnel Subtotals						$142,985.44

Fringe Benefits (Max 20%)	$28,597.09
Total NBAP Grant Personnel Costs	$171,582.53

Exhibit C Required Reporting

- Monthly Performance Report
- Monthly Report of Group Trainings
- Monthly Report on Outreach and Marketing Activities
- Monthly Reporting of Special Activities
- Monthly Reporting of changes in personnel relative to grant work and payroll
- Quarterly Beneficiary Data
- Quarterly Language Access Report
- Quarterly Data Report

DC Department of Housing and Community Development

Deadline 00/00/0000

FY25 RFA: Housing Services

1

ZoomGrants Help [hide this]

Creating a New Application to Submit
The 'Saving' screen is still flashing...now what?
Missed Deadline FAQs
Invite Collaborators to Work on Application

Applicant View

Application Status: Not Submitted

Basic Information Part I and II Application Narrative Questions Budget Organizational and Financial Capacity

Required Attachments Activity Log

Report **OVERDUE** Report Totals

Ask a Report Question

(answers are saved automatically when you move to another field)

Instructions Show/Hide

As in the past, Performance Reporting is divided into three sections:

- **Workplan Metrics** (numbers only),
- **Accomplishment Narrative** (Text Boxes), and
- **Various uploads** (spreadsheets usually).

This data is extremely important. Reports can affect performance goals and funding. Your reports are used to report to the City Administrator, the Mayor (including DMPED) and to the District Council and its Committee on Housing. Where uploads are required, **use excel files or Word files.** This will allow your information to be uploaded into the database and reported to District leaders.

For **Workplan Metrics,** use only numbers or leave it blank. **Letters such as N/A are to be avoided.** This will make your report impossible to be uploaded in the DHCD database and will require your corrections. Only numbers zero (0) and above can be used. If a metric is left blank, it will be treated as a zero.

In the **Accomplishment Narrative**, text boxes are provided to provide statements of activities or the information requested. In the first Report, please answer Question 22 (Points of Contact) with all points of contact for the areas mentioned. Thereafter in subsequent months, if there are no changes, it is okay to say, "No Changes". The same is true for Question 21 (staffing). Please answer Question 23 (Success Stories), Question 24 (Good News), Question 25 (Other DC agencies and initiatives). Question 26 is important. Remember the RFA asked applicants to align outreach to the Focus Areas mentioned on pages 33 and 34 of the RFA. Mentioning specific Focus Areas in the narrative for Q26 is helpful.

The **Document Upload** section is where excel spreadsheets (usually, sometimes Word Documents) are uploaded. **PDFs cannot be uploaded into database.** [The District of Columbia is fortunate to have many DC Based Programs such as HPAP, IZ/ADU, PADD, SFRRP, TOPA, HRA/RAD related activities, as well as direct services to tenants and tenant groups, and services to Condo/Coop Associations. DHCD staff need monthly reporting in order to better do their work and respond to the needs of DC citizens. These reports are shared directly with the appropriate program manager.]

There three areas of your activities will be reported on a monthly basis to help us meet our HUD and DC Government requirements and the needs of DC residents.

Reporting for Fiscal Year 2025 will begin with Report # 1. The end of Government's fiscal year (9/30/2025) will conclude with Report # 10 and the close-out of FY25 Purchase Orders. The complete schedule is below for the monthly report.

Other Reporting: Beneficiary Data and Language Access

Other reports are also required. These include **Beneficiary Report** and **Language Access Report.** These two reports are required on a quarterly basis. These reports will not be answered within ZoomGrants. The Office of Program Monitoring will provide the spreadsheets to use for these quarterly reports. Please see your Grant Agreement for additional information about the monthly and quarterly reports. Please note, the Beneficiary Report corresponds to the sources and uses of your Grant Agreement. A separate Beneficiary Report is needed for each type of funding awarded: Public Service (PS), Non-Public Service (NPS) and NRSA Wards 7 & 8 PS and NPS.

These quarterly reports will be due:

Oct/Nov/Dec 2/24/2025

Jan/Feb/March 4/10/2025

April/May/June 7/10/2025

July/August/Sept 10/10/2025

Please note we cannot extend these deadlines since they are HUD's deadlines and not in our control. Please submit your report on schedule.

Please remember HUD views reporting and reimbursement requests as inseparable and therefore to be coordinated at the same time. Please avoid not filing on the deadline.

Monthly Reporting on Performance and Accomplishments

Report Number Period Covers Due Date

Report Number	Period Covers	Due Date	Notes
Report 1	FY25 Q1 (Oct/Nov/Dec)	03/03/2025	
Report 2	January	03/03/2025	
Report 3	February	03/10/2025	
Report 4	March	04/10/2025	
Report 5	April	05/10/2025	
Report 6	May	06/10/2025	
Report 7	June	07/10/2025	
Report 8	July	08/10/2025	
Report 9	August	09/10/2025	
Report 10	September	10/10/2025	

In ZoomGrants reporting, there are data questions. Please enter only a whole number. If a particular question doesn't apply to your statement of work and workplan, please enter zero. The narrative questions also require a response. If there is nothing to report in the narrative, please enter a statement such as "No changes" or "Not applicable".

Report 1: 3/3/2025

This report is OVERDUE. Submit Report 1

Agency

This is a branching question. The system will remove questions that do not apply to you based on your answer to Question #1.

Please disregard the number sequencing.

1. Identify Your Agency Name

This is a branching question. Only the questions that apply to your agency will appear.

- ○ CARECEN-Central American Resource Center
- ○ Centro de Apoyo Familar

- ○ Greater Washington Urban League, Inc.
- ○ Housing Counseling Services
- ○ Latino Economic Development Corporation of Washington DC
- ○ Legal Counsel for the Elderly
- ○ Lydia's House in Southeast, Inc.
- ○ Manna, Inc.
- ○ Marshall Heights Community Development Organization, Inc.
- ○ Mi Casa
- ○ Neighborhood Legal Services Program of the District of Columbia
- ○ University Legal Services

Workplan Accomplishment Metrics

2. A1: HUD Housing Counseling

Ignore the auto-total number.

Number of First Time Homebuyers Purchasing Homes

Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)

Number of 1:1 Counseling Sessions (Budget & Credit)

Number of unduplicated households

Number of 1:1 Homebuyer Counseling Sessions

Number of unduplicated households

3. A2: 8-Hour Homebuyer Class

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of 8-hour Homebuyer Educations Classes

Number of Attendees of 8-hour Homebuyer Classes

Number of DHCD Certificates issued

4. A3: HPAP (EAHP/NEAHP)

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of HPAP Pre Purchase Orientations conducted

Number of Attendees at HPAP Orientations

Number of Files submitted to HPAP Administrators

Number of 1:1 HPAP Counseling Sessions

Number of unduplicated households

5. A4: IZ/ADU Orientations

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of IZ Orientations Conducted

Number of Attendees at IZ Orientations

Number of DHCD Certificates issued

6. A5: IZ/ADU Income Certifications

Ignore the auto-total number.

Number of IZ/ADU Income Cetifications completed

7. A6: PADD

Ignore the auto-total number.

Number of PADD group training/coaching

Number of Attendees at PADD group training

Number of 1:1 PADD sessions (if applicable)

Number of unduplicated households receiving 1:1 PADD sessions

Number of PADD Income Certifications

8. A7: General Housing Services & Information (Group Training)

Ignore the auto-total number.

Number of Financial Literacy Trainings (including but not limited to credit & budgeting)

Number of Attendees at Financial Literacy Trainings

Number of Homebuyer Clubs Meetings

Total of Attendees at Homebuer Club Meetings

Number of group trainings or workshops not reported in other categories

Number of Attendes at group trainings or workshops not reported in other categories

9. B8: General Home Management (Post Purchase Non-Delinquent)

Ignore the auto-total number.

Number of Homeownership Preservation Workshops

Number of Attendees at Homeownership Preservation Workshops

Number of Post-Purchase Workshops (not including Homeownership Preservation)

Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)

Number of 1:1 Post-Purchase Counseling Sessions

Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions

10. B9: Foreclosure Counseling

Ignore the auto-total number.

Number of Foreclosure Workshops

Number of Attendees at Foreclsoure Workshops

Number of 1:1 Foreclosure Counseling Sessions

Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number of Foreclsoures Prevented

11. B10: Eviction Counseling

Ignore the auto-total number.

Number of Eviction workshops

Number of Attendees at Eviction workshops

1:1 Eviction Counseling

Unduplciated households 1:1 Eviction Counseling

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number Evictions Prevented

12. B11: SFRR

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of SFRRP Orientations conducted (required)

Number of 1:1 Intake sessions

Number of unduplicated households

Number of complete applications submitted in SFRRP Portal

13. B12: Legal Services for Seniors, Coops and Condos

Ignore the auto-total number.

Senior households receiving legal services

Coop Associations receiving legal services

Condo Associations receiving legal services

Number of Training for Law Firms

Number of Attendees at law firm training

Number of outreach activities

Number of new partnerships initiated

Number of clients helped with Schedule H

Number of clients helped with life planning docs

Number pro bono attorneys engaged in housing-related matters

Number veterans receiving legal counsel/advice

14. B13: Technical Assistance for Coop

Ignore the auto-total number.

Number of Co-Op Associations receiving Technical Assistance

Number of Action Plans written for Co-Op Associations

Number of Successful Outcomes for Co-Op Associations

Number of Asset Management Improvement Services Provided for Co-Op

Number of Asset Management Tactical Support Services Provided to Co-Op

Number of Consultative Services Provided to Co-Op Associations and Clients

Number of Legal Assistant Services provided to Distressed Co-Op Associations

Number of Organization Sustainability Tactical Support Services Provided to Co-Ops

Number of Ownership Educations Sessions provided to different ownership models including shared equity

Number of Relocation Plans completed and accepted for Co-Ops

Numbers of Trainings on Board Operations Governance & Management to Co-ops

Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management

Number of written Asset Management & Sustainability Plans for Co-Ops

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Co-Op Associations

Number of Associations (Coops) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Co-Op Associations

15. B13: Technical Assistance for Condo Associations

Ignore the auto-total number.

Number of Condo Associations receiving Technical Assistance

Number of Action Plans written for Condo Associations

Number of Successful Outcomes for Condo Associations

Number of Asset Management Improvement Services Provided for Condo

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo

Number of Asset Management Tactical Support Services Provided to Condo

Number of Legal Assistant Services provided to Distressed Condo Associations

Number of Consultative Services Provided to Condo Associations and Clients

Number of Organization Sustainability Tactical Support Services Provided to Condo Associations

Number of Relocation Plans completed and accepted for Condo Associations

Numbers of Trainings on Board Operations Governance & Management to condo associations

Number of written Asset Management & Sustainability Plans for Condo Associations

Number of Associations (Condos) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Condo Associations

16. B14: Technical Assistance for Small Apartment Owners (25 units and less)

Ignore the auto-total number.

Number of Inquiries Received

Number of Owners/Managers receiving Services

Number of Action Plans Written

Number of Action Plans Implemented/Completed

Number of Owners/Managers needing Asset Management Guidance

17. C15: TOPA Pre-Purchase Counseling & Training

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Meetings with Tenant Association

Number of Attendees at TOPA Meetings

Number of TOPA Training Workshops to Tenants

Number of Attendees at TOPA Training Workshops

18. C16: TOPA Post-Purchase Counseling & Training

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Post Purchase Training Workshops

Number of Attendees at TOPA Post Purchase Workshops

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

19. C17: Tenant Counseling for HRA - Rental Accommodation Division

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

Number of Attendees at group training/coaching

20. Marketing & Outreach

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Housing Fairs

Other Tabling Events

Flyers Distributed

Social Media Posts (Facebook, LinkedIn, Instagram)

Mailings

Paid Advertising (display ads in print)

Other

Accomplishment Narrative

21. Staffing Information: Any changes (terminations or new hires) in staff members who are on the grant? Or in the Executive Leadership or Management Team? Number of HUD Certified Counselors (expressed as FTEs) on staff at the

end of this reporting period?

Maximum characters: 1000. You have 1000 characters left.

22. Who are the current Points of Contact and email for the following: 1) Executive Leader (NOTE: Executive leader is copied on all communication): 2) Grant/Fund Development: 3) Grant/Accounting: 4) Program Managers/Directors/Supervisors:

Maximum characters: 1000. You have 1000 characters left.

23. Please provide us with client success story/stories for this quarter by program. You may provide a link to an article that has been written for other purposes (newsletter, website, or newspaper article).
Redact (use a pseudonym) for any client name or other personal identifying information if you have not received a release.

Maximum characters: 3000. You have 3000 characters left.

24. Any good news to share? Any events and activities coming up? (e.g. obtained other grant funds to leverage DHCD grant, Open Houses, Presentations, Community Events, etc.)
Upload a calendar of upcoming program events (in-person or webinars).

Maximum characters: 3000. You have 3000 characters left.

25. Describe your organization's involvement in other projects or initiatives with other District agencies.

Maximum characters: 3000. You have 3000 characters left.

26. Describe your marketing and outreach during this period. What groups or areas did you market to, numbers, and in what way did you contact them (mail, event, email, personal, media, etc.)?

Maximum characters: 3000. You have 3000 characters left.

27. Describe any specific obstacles (if any) to your organization's program or service delivery during this period?

Maximum characters: 3000. You have 3000 characters left.

Documents Requested *	Required?	Uploaded Documents *	
ALL: Procurement Report, as applicable Download template: Procurement Report			Upload
ALL: Language Access for Outreach and Group Sessions Download template: Language Access for Outreach and Group Sessions	Required		Upload
ALL: Calendar of Next Quarter (3 months) of Orientations, Trainings, Workshops & 8-Hour Classes	Required		Upload
A-2 HBE 8-Hour Class Attendance Certificates Download template: A-2 HBE 8-Hour Class Attendance Certificates			Upload
A-3 Homebuyer Assistance Program Intake Download template: A-3 Homebuyer Assistance Program Intake			Upload
A-4 IZ Orientation Attendance Certificates Download template: A-4 IZ Orientation Attendance Certificates			Upload
B-11 SFRRP Intake Download template: B-11 SFRRP Intake			Upload
C-15 and C-16 TOPA Reporting Download template: C-15 and C-16 TOPA Reporting			Upload
C-17 Training for Tenants and Tenant Organizations Download template: C-17 Training for Tenants and Tenant Organizations			Upload

** ZoomGrants™ is not responsible for the content of uploaded documents.*

CDBG PUBLIC SERVICE* HOUSING COUNSELING (HC) PROGRAM

HEAD OF HOUSEHOLD DEMOGRAPHICS

IDIS Number	
Community Based Organization (CBO)	
National Objective/Matrix Code	
Project Analyst	
Proposed HOUSEHOLDS TO Serve	
Total HOUSEHOLDS Served	
Difference Used for CAPER Analysis	

Tip #1	Avoid Duplicative Reporting
Tip #2	Complete each cell; even if N/A (Not Applicable)
Tip #3	Do not complete Grayed-Out Cells
Tip #4	Based on HEAD of HOUSEHOLD
Tip # 5	Submit Quarterly
Tip #6	Public Service - HC that cannot show proof a home was purchased.
Tip # 7	OPM - Kelly Ann Morrow, DHCD Grant Management Officer, kelly-ann.morrow@dc.gov

HEAD OF HOUSEHOLD CHARACTERISTICS

Race/Ethnicity/Household Composition	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
White	0	0		0	0																					0	0	0
Black/African American	0	0		0	0																					0	0	0
Asian	0	0		0	0																					0	0	0
Native American/Alaskan Native				0	0																					0	0	0
Native Hawaiian/Other Pacific Islander				0	0																					0	0	0
Native American/Alaskan Native & White				0	0																					0	0	0
American Indian/Alaskan Native & White				0	0																					0	0	0
Asian & White				0	0																					0	0	0
Black/African American & White				0	0																					0	0	0
Native American/Alaskan Native & Black/African American				0	0																					0	0	0
Other Multi Racial				0	0																					0	0	0
Did Not Report				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Income Data (In accordance with HUD Part 5)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
Extremely Low 0-30%	0				0																					0	0	0
Low 31%-50%	0				0																					0	0	0
Moderate 51%-80%	0				0																					0	0	0
Non-Low/Moderate 81% - 110%					0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Additional Data (Does not apply to Single Family Residential Rehabilitation Program)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
With New or Continuing Access to Service or Benefit	0			0	0																					0	0	0
With Improved Access to Service or Benefit				0	0																					0	0	0
Received a Service or Benefit that is No Longer Substandard				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Language Access

The recent Executive Order of the President makes English the Official Language of the United States.

Grantees may translate forms, document, trainings into other languages as they deem appropriate for the benefit of clients.

Grantees may also make provision for clients to have access who are English Proficient/Non-English Proficient (LEP/NEP).

The Language Access line remains available to Grantees. OPM can provide the phone number.

Grantees are encouraged to report on a quarterly basis concerning language accommodation for clients.

Tracking includes:

- Language
- Use of interpreter, bi-lingual staff person or language access telephonic line
- Used on the group basis or individual and the number of each

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit D Method to determine Client Eligibility for Services

Method to determine Client Eligibility for Services:
By Household

DHCD will provide the spreadsheet to use for this Quarterly Report

If a grantee has two or three sources/uses of grant funds, a separate report is needed for each.

Sources/Uses includes

1. Public Services (PS),
2. Non-Public Services (NPS) and
3. NRSA Wards 7 & 8 PS & NPS.

For each the Household report includes:

Section 1

Grantees will provide the following information concerning race/ethnicity which shall be recorded by

- Ward,
- Head of Household,
- Tenant/Owner

White
Black/African American
Asian
Native American/Alaskan Native
Native Hawaiian/Other Pacific Islander
Native American/Alaskan Native & White
American Indian/Alaskan Native & White
Asian & White
Black/African American & White
Native American/Alaskan Native & Black/African American
Other Multi Racial
Did Not Report
TOTAL

Section 2

Also, each household shall be counted by income category using the CDBG income categories and dollar amounts. (See chart in this exhibit.)

Section 3

Lastly, each household shall be counted by CDNG service category.

With New or Continuing Access to Service or Benefit
With Improved Access to Service or Benefit
Received a Service or Benefit that is No Longer Substandard

The Number of Households in each of the above calculations be the same. That is, if 100 households are reported in Section 1, there must be 100 in reported also in Sections 2 and 3.

This procedures is repeated for:

- Non-Public Service Activities
- NRSA Wards 7 & 8 Public Service and Non-Public Service

INCOME LIMITS WITH UNCAPPED LIMITS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
U.S. Department of Housing and Urban Development (HUD) FY 2023
Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	**84,400**	**96,450**	**108,500**	**120,550**	**130,200**	**139,850**	**149,500**	**159,150**

	Median Income	**Family Four Low Income Limit**
DC	**$152,100**	**$95,300**

This grant will consider eligibility based on Household Beneficiary Data

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit E Budget Modification Form

BUDGET MODIFICATIONS

To request a Budget Modification, please reach out to your Point of Contact with Community Services to request the excel file.

The excel file should be returned to Community with the details (below) about your request. You may also send a PDF of the excel file in addition to the excel file itself. The excel is needed to upload to the database.

There should be a cover letter from the Executive Director requesting the modification as outlined in excel file attached. Only the Executive Director as a signatory to the Grant Agreement can request a Budget Modification.

The Excel file will guide you through the process.

The Excel template asks you for each line item in the A 3-2 (Personnel) to indicate the current budget and the requested budget modification for:

- Hourly rate
- Number of Hours to be charged to the Grant (total for the year)

Similarly for the A 3-1 the template asks the current Budget Amount for each line item and the requested modification amount for each line item in the A 3-1.

Each line item in the A 3-1 and A 3-2 must be included in the Modification.

The deadline to request a Budget Modification is June 1st of each year.

The Community Services team is available to provide technical assistance.

Cost Category	Current Budget	Increase (Decrease)	Requested Modificastion Amount
Personnel (Salary & Fringe)	$0.00	$0 00	$0.00
Credit Report	$0.00	$0 00	$0.00
Space	$0.00	$0 00	$0.00
Insurance	$0.00	$0 00	$0.00
Telephone	$0.00	$0 00	$0.00
Consumables	$0.00	$0 00	$0.00
Marketing & Outreach	$0.00	$0 00	$0.00
Training	$0.00	$0 00	$0.00
IT Services & Support	$0.00	$0 00	$0.00
	$0.00	$0 00	$0.00
	$0.00	$0 00	$0.00
	$0.00	$0 00	$0.00
Total Direct Cost	$0.00	$0.00	$0.00
Total Indirect Costs (De Minimis Cost Rate 15%)	$0.00		$0 00
Total Costs	$0.00	$0.00	$0 00

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit F Drug Free Workplace Certification

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Certifications Regarding
Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code. and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - lll, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. Debarment, Suspension, And Other Responsibility Matters (Direct Recipient)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

1. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F. for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020. Notice shall include the identification number(s) of each effected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted —

(1) Taking appropriate personnel action against such an employee, up to and incising termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (1), (c), (d), (e), and (f).

B. The applicant may insert in the space provided below the sites) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Drug-Free Workplace (Grantees who are Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, subpart F, for grantees as defined at 28 CFR Part 67; Sections 67 615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020.

As the duly authorized representative of the applications,
I hereby certify that the applicant will comply with the above certifications.

1. **Grantee Name and Address** Lydias House in Southeast 4101 Martin Luther king Jr. Ave, SW, Washington, DC 20032

2025-07 Housing Services — 52-1706529

2. **Application Number and/or Project Name** — 3. **Grantee IRS/Vendor Number**

Cliff Beckford Executive Director

4. **Typed Name and Title of Authorized Representative**

Cliff Beckford — 03/13/2025

5. **Signature** — 6. **Date**

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit G Service Area Eligibility

This grantee provides services to residents of all DC Wards and will focus on the neighborhoods in these corridors where DHCD has invested resources for housing development.

- 16th St NW Corridor near the intersection with Havard St NW (Columbia Heights) in Ward 1
- Georgia Ave and New Hampshire Ave NW Corridor (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- Rhode Island Ave and South Dakota Ave NE Corridor (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 5
- M and South Capitol Streets SW Corridor (Greenleaf/Waterfront) in Ward 6
- Benning Road and Florida Ave NE Corridor (NoMa/Ivy City/Trinidad) Ward 6
- Minnesota Ave and Benning Rd NE Corridor (Benning, Greenway) in Ward 7
- Pennsylvania Ave and Minnesota Aves SE Corridor (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- East Capitol and Benning Rd Corridor (Capital View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- Marion Barry Ave and Martin Luther King Aves SE Corridor (Historic Anacostia, Fairlawn Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- Marion Berry Ave and Alabama Aves Corridor (Skyland, Woodland, Garfield Heights) in Ward 8
- Martin Luther King Ave and Alabama Ave Corridor (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- South Capital St and Chesapeake Aves SE Corridor (Bellevue, Washington Highlands) in Ward 8

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit H Insurance Requirements

DHCD-BILL WINSTON-GRANT FOR VARIOUS COMMUNITY-BASED ORGANIZATIONS HOUSING COUNSELING AND SERVICES AF07082024

INSURANCE

A. GENERAL REQUIREMENTS. The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this grant, the types of insurance specified below. The Grantee shall submit a Certificate of Insurance to the Grant Administrator (GA) giving evidence of the required coverage prior to commencing performance under this grant. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the GA.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Grantee and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this grant, with the understanding that any affirmative obligation imposed upon the insured Grantee or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its subcontractors, and not the additional insured. The additional insured status under the Grantee's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the GA in writing. All of the Grantee's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Grantee or its subcontractors, or anyone for whom the Grantee or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the GA with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the GA in writing), covering liability for all ongoing and completed operations of the Grantee and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an

Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or it's equivalent) to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the GA in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee in connection with work under this agreement, with a minimum combined single limit of $1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Grantee shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Defense costs shall be in addition to and not erode the limits of liability
e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or it's equivalent)

3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

   Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   The Workers Compensation and Employers Liability shall be further endorsed to:
   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the GA of commercial umbrella or excess liability insurance with minimum limits of $5,000,000 per occurrence and $5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS
Any and all subcontractors engaged by Grantee for work under this agreement shall be required to have the same insured required of Grantee. Should the Grantee wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Grantee shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Grantee. In either instance, the Grantee must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

E. DURATION. The Grantee shall carry all required insurance until all grant work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this grant and two years for non-construction related grants.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the Grantee's liability under this grant.

G. CONTRACTOR'S PROPERTY. Grantee and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.

H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the grant price.

I. NOTIFICATION. The Grantee shall ensure that all policies provide that the GA shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Grantee no long complying with the above requirements. The Grantee shall provide the GA with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the GA with an updated Certificate of Insurance should its insurance coverages renew during the grant. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Grantee at least 30 days' notice of the change. Grantee must comply, at your expense, and deliver to the GA evidence of compliance before the change becomes effective.

J. CERTIFICATES OF INSURANCE. The Grantee must send to GA, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Grantee must also provide us with evidence of renewal before the expiration date of each insurance policy. Grantee is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . Certificates of insurance must reference the corresponding grant number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:
William Winston, Grant Administrator (DHCD)
1909 Martin Luther King Jr Av SE, Washington DC 20020
771-208-9628
Bill.winston@dc.gov

The GA may request and the Grantee shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Grantee expires prior to completion of the grant, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the GA prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the GA on an annual basis as the coverage is renewed (or replaced).

K. DISCLOSURE OF INFORMATION. The Grantee agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Grantee, its agents, employees, servants or subcontractors in the performance of this grant.

L. CARRIER RATINGS. All Grantee's and its subcontractors' insurance required in connection with this grant shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.

M. WARRANTIES. When applicable, the Grantee should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). GA should collect, review for accuracy, and maintain all warranties for goods and services.

DHCD Contract No. 2025-07
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit I **Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures**

Mayor's Order 2023-131

GOVERNMENT OF THE DISTRICT OF COLUMBIA
ADMINISTRATIVE ISSUANCE SYSTEM

Mayor's Order 2023-131
October 31, 2023
SUBJECT: Updated District Government Sexual Harassment Policy, Guidance, and Procedures

ORIGINATING AGENCY: Office of the Mayor

By virtue of the authority vested in me as Mayor of the District of Columbia by sections 422(2), (3), and (11) of the District of Columbia Home Rule Act of 1973, 87 Stat. 790; Pub. L No. 93-198, D.C. Official Code §§ 1-204.22(2), (3), and (11), it is hereby **ORDERED** that:

I. PURPOSES AND BACKGROUND

This Order incorporates provisions of, updates, and supersedes Mayor's Order 2017-313, dated December 18, 2017, regarding sexual harassment in District of Columbia ("District") Government workplaces.

In addition to providing procedural updates to the District's sexual harassment policy, this Order establishes and directs the Sexual Harassment Task Force to further examine the District's sexual harassment policies and provide recommendations to further the goal of a harassment-free workplace; establishes obligations of District Government employees; adds Mayor's direct reports to those required to be referred for outside investigation of sexual harassment; and bans all sexual and romantic relationships between supervisors and the employees in their chain of command.

This Order reaffirms that the District Government does not tolerate any form of inappropriate workplace conduct including sexual harassment, nor does it tolerate sexual harassment in non-employment interactions between District Government employees and the public. Sexual harassment is recognized as one of the most unjust, demeaning, and demoralizing examples of workplace misconduct.

This Order also requires that employees be trained on sexual harassment every year and provides additional specificity as to the qualifications and role of Sexual Harassment Officers.

Further, this Order directs agency compliance with the Sexual Harassment Data Collection and Reporting Act of 2022, D.C. Law 24-171, D.C. Official Code § 1-546.01, and clarifies, consistent with the Human Rights Enhancement Amendment Act of 2022, D.C. Law 24-172, D.C. Official Code § 2-1402.11(c-2), the definition of sexual harassment.

II. INDIVIDUALS AND ENTITIES COVERED

A. Prohibitions and Protections

1. This Order is intended broadly to prohibit sexual harassment in all interactions with District Government employees and officials and persons acting on behalf of the District Government, and to facilitate speedy investigation and non-monetary remedial action including warnings to stop offensive behavior, additional training, reassignments, and personnel and contract actions.

2. The District of Columbia prohibits workplace sexual harassment by all District Government employees and officials. The prohibition applies to harassment of other employees and officials and to harassment of third parties

and members of the public interacting with the District Government, such as vendors, contractors, grantees, customers, clients, and other persons visiting or working at District Government worksites or service sites inside and outside District Government agencies.

3. Likewise, contractors and grantees carrying out work on behalf of the District Government shall not sexually harass colleagues who carry out work on behalf of the District Government; District Government employees; or customers, clients, or beneficiaries of the services the contractors and grantees provide on behalf of the District Government; and those clients, customers, beneficiaries, employees, and colleagues may file complaints that trigger sexual harassment investigations and possibly remedies. Remedies may include requiring the contractor or grantee to use alternate personnel to provide services, and other remedies available under the contract or grant agreements up to and including contract or grant termination or non-renewal of the grant or contract.

4. In addition, sexual harassment by District Government clients, customers, or visitors against District Government employees, contractors, or grantees, or other clients, customers, or visitors, at District Government worksites or service sites, is prohibited and complaints made against District Government employees who sexually harass contractors, grantees, agency clients, customers or visitors, upon investigation, may result in discipline of the employee and accommodations of the contractor, grantee, customer or visitor, such as having another government official assigned to the matter.

5. In the course of their duties as members of District of Columbia boards and commissions, board and commission members are bound by the prohibitions, procedures, and deadlines set forth in this Order.

6. Not every procedure set forth in this Order applies to persons not working for the District Government.

B. Scope

1. Laws prohibiting sexual harassment apply throughout the District Government. The agencies listed below should either use the training, procedures, information, and processes provided in this Order, or their own, similar ones. To the extent District law requires centralized reporting, the reporting requirements in this Order apply to all agencies.

2. Those agencies include the Office of the Attorney General, the Office of the Chief Financial Officer, the Board of Elections, the Zoning Commission, the Public Service Commission, the Commission on Arts and Humanities, the Washington Convention and Sports Authority (Events DC), the Board of Education, the University of the District of Columbia, the DC Public Library, the DC State Athletics Commission, the Public Charter School Board and public charter schools, the Office of the People's Counsel, the District of Columbia Water and Sewer Authority (DC Water), the Green Finance Authority, the Health Benefit Exchange Authority, the Not-for-Profit Hospital Corporation, the Contract Appeals Board, the DC Retirement Board, the Office of Employee Appeals, the DC National Guard, the Criminal Justice Coordinating Council, the Office of Police Complaints, the Corrections Information Council, and the Uniform Law Commission.

3. This Order does not apply to the Council of the District of Columbia, Advisory Neighborhood Commissions, or the DC Courts, and agencies and offices subordinate to them.

III. SEXUAL HARASSMENT

A. Through the Human Rights Enhancement Amendment Act of 2022, D.C. Law 24-172, effective September 21, 2022; D.C. Official Code § 2-1402.11(c-2), the Council has, in the employment context, expanded the definition of "harassment" and "sexual harassment" under the D.C. Human Rights Act to provide that sexual harassment includes conduct of a sexual nature, "whether direct or indirect, verbal or nonverbal, that unreasonably alters an individual's terms, conditions, or privileges of employment or has the purpose or effect of creating an intimidating, hostile, or offensive work environment."

B. In addition, sexual harassment includes "sexual advances, requests for sexual favors, or other conduct of a sexual nature where submission to the conduct is made either explicitly or implicitly a term or condition of employment or where submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual's employment." This is sometimes referred to as quid pro quo sexual harassment.

C. In determining whether sexual harassment has taken place, the D.C. Human Rights Act states that "conduct need not be severe or pervasive to constitute harassment" and that "no specific number of incidents or specific level of egregiousness is required."

D. Examples of conduct that can contribute to or constitute sexual harassment or an intimidating, hostile, or offensive work environment include:

1. Sex acts;

2. Display of sexual organs;

3. Using sexually oriented or sexually degrading language describing an individual or their body, clothing, hair, accessories, or sexual experiences;

4. Sexually offensive comments or off-color language, jokes, or innuendo that a reasonable person would consider to be of a sexual nature, or belittling or demeaning to an individual or a group's sex, sexual orientation, or gender identity;

5. "Sexting" or seeking or sending pictures of intimate body parts;

6. Taking or displaying pictures of body parts meant to be covered up (such as "upskirting" pictures);

7. Displaying or disseminating sexually suggestive objects, books, screensavers, magazines, photographs, music, cartoons, or computer internet sites or references;

8. Unnecessary and inappropriate touching or physical contact, such as intentional and repeated brushing against a colleague's body, touching or brushing a colleague's hair or clothing, massages, groping, patting, pinching, or hugging, that a reasonable person would consider to be of a sexual nature;

9. Leering, ogling, or making sexually suggestive gestures or sounds, such as whistling or kissing noises;

10. Making inquiries about someone's private sex life or describing one's own sex life;

11. Workplace sexual comments, conduct, displays and suggestions between two willing parties in the presence of another that are inconsistent with professional workplace norms;

12. Any unwanted repeated contact, including, but not limited to in-person, or telephonic, for romantic or sexual purposes;

13. Giving a preference to someone who is engaged in a dating, romantic, or sexual relationship based on the relationship to the disadvantage of someone who is not engaged in a dating, romantic, or sexual relationship; and

14. Sexual assault, stalking, trapping someone such that they are not free to leave and a sexual encounter is expected or threatened, threats of bodily harm relating to sex or the refusal to have sex, or other crimes related to acts of sexual harassment.

E. Further, the District may treat some conduct of a sexual nature as misconduct, even when it does not rise to the level of unlawful sexual harassment actionable under the D.C. Human Rights Act. As an example, an employee who tends to greet people with a hug may have been warned that the conduct was offensive to some employees and then hugs an employee whom they have not seen in many months. The conduct may not rise to the level of "unreasonably altering the individual's terms, conditions, or privileges of employment," but it could constitute misconduct since they had been warned that some employees associate hugging with unwanted sexual contact that is offensive in the work environment.

IV. DATING, ROMANTIC, AND SEXUAL RELATIONSHIPS IN THE WORKPLACE

A. Prohibitions

1. Prohibitions on certain dating, romantic, or sexual relationships in the workplace exist to prevent real or perceived impropriety, favoritism, conflicts of interest due to power dynamics, control of an employee's assignments and performance reviews, as well as to advance fairness for all other employees, contractors, grantees, and clients. Even consensual dating, romantic, or sexual relationships can generate allegations of favoritism based on sexual relationships or sexual harassment by one of the parties or a third party. Relationships, or aspects of relationships, that may be perceived as consensual by one party may be considered coerced or harassing by the other party due to power dynamics, and relationships that start consensually may evolve into sexual harassment.

2. Subject to the conditions and implementation procedures discussed in this Order, it is now the policy of the District Government that a dating, romantic, or sexual relationship between a supervisor and any employee in the chain of command they supervise – whether supervision is direct or indirect, operational or situational – is prohibited. Note that chain of command in this definition may span agencies or divisions within an agency.

3. In addition, District Government employees shall not initiate a dating, romantic, or sexual relationship with trainees, recruits, or interns, regardless of the employee's assignment in relation to the trainee, recruit, or intern if the employee is in the same agency as the trainee, recruit, or intern.

4. Further, this Order prohibits dating, romantic, and sexual relationships when they are prohibited by applicable professional or ethical standards, such as lawyer-client, doctor-patient, or social worker-client.

5. District Government employees shall not participate personally and substantially in particular matters that affect or could affect the financial interests of someone with whom they are in a dating, romantic, or sexual relationship, whether that person is an employee, grantee, contractor, or client of the agency.

B. Designation of Person or Committee to Resolve Issues Surrounding Workplace Relationships; Existing Relationships

1, By November 17, 2023, District Government agency directors shall designate their own agency human resources agency/officers, another appropriate officer, or an office or committee to receive disclosures of relationships and resolve workplace issues arising from any prohibited dating, romantic, or sexual relationship on a case-by-case basis consistent with this Order; absent such a designation, disclosures shall be made to the Director.

2. By December 8, 2023, existing relationships that fall within the prohibitions of this Order must be disclosed to the designee identified in subsection IV.B.1. of this Order, in the manner specified by their agency or on a form to be created by DCHR, whereupon the situation will be evaluated and a resolution determined.

3. Resolution may involve giving the employees a defined but reasonable time to find a new position where the relationship is not implicated by this Order; shifting reporting structures to take the relationship out of a prohibited status; or establishment of recusal structures when the employees do not work in the same agency or division but they heretofore were in situational or operational chains of command.

4. To the extent adjustments are made in work sites or shifts, reporting structures, job duties or any other factor for one or both of the persons in the relationship, agencies shall endeavor to afford such options on a voluntary basis for all concerned, particularly if an employee not involved in a prohibited relationship is affected by any proposed accommodation of the relationship.

5. If no satisfactory resolution of the prohibited relationship can be reached, the persons in a dating, romantic, or sexual relationship may request a waiver of the provisions of this Order. Waiver requests shall be submitted to the Mayor and shall be accompanied by a recommendation from the agency or agency designee. Waiver requests may include any information relevant to the determination and shall be on a form to be created by the Department of Human Resources ("DCHR").

6. Agencies may make reasonable efforts to assist with a transfer or reassignment, without prejudicing either employee (or any other employee), but it is not the responsibility of the personnel authority or the agency to restructure their agency operations or find a new position for someone in the relationship. No agency is required to grant a request or application for a transfer.

7. Agencies may promulgate regulations or policies consistent with this Order to effect its implementation and to provide consistent treatment for employees facing this situation, though each relationship may pose unique issues. Agencies may also issue rules explaining in more detail for their agencies' employees and contractors how terms such as "dating," "chain of command" and "trainee" are to be interpreted considering their agency's operations. Agencies may prohibit dating, romantic, or sexual relationships with their own clients or clients of the agency or a subset of the agency, as the agency deems appropriate to prevent factual or perceived impropriety or favoritism. For instance, an agency with both social workers and non-licensed employees providing case work to agency clients could extend the ban on dating and sexual relationships with clients to their non-licensed employees, to hold them to the same professional standards as their licensed colleagues.

8. By December 12, 2023, agencies shall report the number of disclosed relationships to the Mayor's Office of Legal Counsel ("MOLC") and the contact information of the person handling requests for accommodation, for consideration by the Sexual Harassment Taskforce.

C. Disclosure of Relationships

1. In addition to the disclosures of existing relationships required by Section IV.B., if by promotion or agency reorganization or other circumstance, two employees in a dating, romantic, or sexual relationship would fall into a prohibited relationship status, their relationship must be disclosed as soon as the possibility of falling into prohibited status is realized by either person in the relationship.

2. If there is a reasonable likelihood that someone would raise a credible charge that there was or could be preferential treatment based on a dating, romantic, or sexual relationship that is not in a chain of command, then the employees involved in the dating, romantic, or sexual relationship must also report their relationship to the person or office designated pursuant to Section IV.B. Such reporting is necessary for consideration of whether additional safeguards are necessary and whether the prohibition on relationships based on situational supervision is implicated.

D. New Relationships

Generally, if two persons in a chain of command wish to begin a dating, romantic, or sexual relationship with each other, one party to the relationship should apply for a transfer or otherwise seek employment that eliminates the supervisory relationship before the relationship begins so that no prohibited relationship commences. For example, a supervisor may be transferred to another supervisory role so that they are not in the chain of command with the other person.

E. Conduct

1. District Government employees in a dating, romantic, or sexual relationship with another District Government employee, or client/customer of their agency, or grantee or contractor of their agency, shall conduct themselves in an appropriate manner while on duty and shall not engage in behavior that detracts from a professional work environment.

2. Any sexual activity at work sites or during an employee's working hours, regardless of location, is prohibited.

F. Violations

A violation of a provision of this Order regarding dating, romantic, or sexual relationships may not constitute sexual harassment as defined above, but an employee who engages in a prohibited relationship under Section IV.A. of this

Order or fails to disclose a relationship that is required to be disclosed shall be subject to appropriate personnel action, up to and including termination.

G. Legal Representation

If legal action is commenced against the District of Columbia and/or a supervisor who engaged in a dating, romantic, or sexual relationship with an employee, or a person engaged in a potentially-conflictual relationship, the existence of the sexual or romantic relationship will be a factor in the District of Columbia's decision to provide legal representation to the supervisor or the employee(s) engaged in a relationship.

V. PROCEDURES FOR STOPPING SEXUAL HARASSMENT; REPORTING AND INVESTIGATING SEXUAL HARASSMENT CLAIMS

A. Employee Obligations

1. District Government employees are bound by the principles set forth in the Code of Conduct at 6B DCMR §§ 1800.2–1800.4 and are expected to act at all times in a manner reflecting their roles as public servants. Depending on an employee's role in the District Government, the obligations regarding the prevention of sexual harassment may differ. "Employees" for the purpose of this Order include contractors engaged by the District Government performing work on behalf of the District similar to that as its employees, such as at District worksites.

2. All employees are obligated to:

a. Refrain from engaging in behavior that constitutes sexually harassing conduct;

b. Refrain from initiating or conducting a prohibited dating, romantic, or sexual relationship as described in Section IV.A. of this Order;

c. Disclose their own dating, romantic, or sexual relationships with other employees if required in Section IV.D. of this Order;

d. Affirm their agreement to comply with this Order;

e. Complete annual sexual harassment training;

f. Cooperate fully in any inquiry or investigation into an alleged violation of this Order; and

g. Refrain from any behavior that may call into question the impartial and harassment-free provision of services to constituents, agency clients or customers, contractors, or grantees.

3. Supervisors should take particular care to avoid conduct that could lead to allegations of sexual harassment, considering time, place, and situations of interactions with employees.

B. Employee Communication

1. To avail themselves of the procedures and protections of this Order, when a District Government employee finds conduct unwelcome, intimidating, or offensive, they may: (a) tell the person who is engaging in offensive or inappropriate sexual conduct to stop and that such conduct is unwelcome; or (b) ask the employee's supervisor, General Counsel, or Sexual Harassment Officer to advise the person that the conduct is offensive and unwelcome; or (c) proceed immediately to file a complaint of sexual harassment under this Order.

2. Employees and others engaged in intervention are encouraged to document all intervention efforts or requests to cease reported inappropriate sexual conduct, including conversations, texts, or email exchanges.

C. Reporting Allegations of Inappropriate Conduct of a Sexual Nature or Sexual Harassment

1. All District Government employees are encouraged to help ensure that District Government workplaces are free of sexual harassment. Employees who know of incidents of inappropriate conduct of a sexual nature, as well as behavior that may create an intimidating, hostile, or offensive work environment, or who are victims of inappropriate conduct of a sexual nature, should report the inappropriate conduct.

2. Employees may report to the Sexual Harassment Officer ("SHO") of their agency or any other agency, or the supervisor or manager of the employee engaging in inappropriate conduct, to their own supervisor, or to the agency General Counsel. Contractors, grantees, and customers of agencies may report allegations of inappropriate conduct of a sexual nature to the SHO of the relevant agency or any other agency, the relevant agency's General Counsel, the supervisor of the employee who engaged in the alleged inappropriate conduct, or their grant or contract administrator.

3. Allegations of sexual harassment against the Mayor, City Administrator, Mayor's Chief of Staff, Mayor's Senior Advisor, Director of the MOLC, any Deputy Mayor, or any official who directly reports to the Mayor, shall be referred to the Inspector General to determine if the allegation is credible, in which case it shall be referred for independent investigation. Such investigations shall be carried out by an entity outside the District Government and those reports shall be provided to MOLC (or the City Administrator if the allegation is against the Director of the MOLC) and the Inspector General.

D. Agency Responsibilities

1. Sexual Harassment Officers ("SHOs") and Investigations

a. Each Deputy Mayor's Office and each agency shall designate a primary SHO and an alternate SHO and shall update the designations, as needed, on an ongoing basis. Each agency shall provide the names of its SHOs to DCHR, and DCHR shall maintain a current District-wide list of agency SHOs. Further, pursuant to D.C. Official Code § 1-546.01(2), SHOs shall be registered with the Office of Human Rights ("OHR").

b. SHOs shall be trained and qualified to serve. To be qualified to serve as a SHO, individuals must have taken and continue to take annual training provided by DCHR and OHR. SHOs may but are not required to be an agency's Equal Employment Opportunity ("EEO") officer, or human resources manager; they must be competent in EEO laws and be designated by the agency to accept sexual harassment complaints and to review and investigate claims. SHOs need not be attorneys.

c. The primary and alternate SHOs for a smaller agency may be employees of another agency (i.e., the SHO of a larger agency may serve as the SHO for a smaller agency). An agency of any size may also obtain assistance from another agency's SHO in handling a particular investigation, including having another agency's SHO carry out an investigation, where there is a possibility of the appearance of a conflict of interest, or for administrative convenience. For the purposes of this Order, a smaller agency availing itself of this option will still be referred to as the "agency."

d. A person seeking to report a violation of this Order may file with any agency SHO, not solely the SHO at their agency or the agency at which the alleged sexual harassment occurred. Persons filing complaints, however, are not entitled to have the investigation conducted by the person of their choosing.

e. If a complaint is reported to someone other than the SHO, the person receiving the complaint must notify the agency SHO, unless giving notice would raise conflict of interest concerns, in which case the person must notify the agency General Counsel.

f. Unless the complaint is against the agency General Counsel, the SHO shall immediately notify the agency's General Counsel of the complaint, and the General Counsel shall thereafter notify the Mayor's Office of Legal Counsel ("MOLC"). The SHO may consult with the agency's General Counsel, or the General Counsel's designee, for legal guidance on conducting the investigation and shall notify the General Counsel of any issue that may require higher-level support. If the complaint is against the General Counsel, the SHO shall notify the MOLC directly.

g. SHOs should review DCHR's SHO training materials before initiating an investigation. DCHR has training materials on duties to inform the bargaining unit, the right to union representation during investigatory questioning, assessing credibility, unconscious bias, conducting interviews, gathering evidence, protecting confidentiality, preservation of evidence, when to stop an investigation and refer a matter for criminal investigation and more.

h. The primary function of a SHO is to accept complaints alleging violations of this Order and to gather, investigate and review the factual basis of the claim(s). SHOs may corroborate or refute factual allegations; SHOs may provide impressions and evidence regarding the credibility of witnesses. They weigh such evidence and may take into account their impressions of the credibility of witnesses. Ultimately, SHOs make and submit to the appropriate agency Director recommended determinations of whether the allegations are substantiated or are not substantiated. They are not to make legal conclusions about whether sexual harassment occurred.

i. Investigations of allegations of inappropriate conduct of a sexual nature shall be conducted, and the associated investigation report completed, as soon as practicable, within sixty (60) days after the filing of the report of the alleged sexual harassment, absent unusual circumstances.

j. The investigative report shall include a description of the allegations, a description of the SHO's investigation, a description of the evidence adduced by the SHO, and the SHO's recommended determination as to whether the allegations were substantiated. The SHO shall transmit the report to the Director or agency Director's designee and General Counsel of the agency where the alleged harasser is employed.

2. Interim Remedial Actions

a. Pending the completion of the SHO investigation and report, the issuance of the agency report, and the imposition of any disciplinary action, and to protect the rights of the alleged victim as well as the alleged harasser, the agency may take temporary personnel actions that do not result in any adverse employment action to either party.

b. When an agency becomes aware of an allegation of misconduct of a sexual nature, the agency shall notify the alleged harasser of the reported behavior and may demand that the alleged behavior cease immediately and not be repeated.

c. The agency shall take such other remedial steps as it deems appropriate to mitigate the possibility of the alleged harassing conduct continuing.

d. Interim remedial actions are administrative rather than disciplinary and may include, but are not limited to, transfers, reassignment of duty station, changed shifts, duties or reporting requirements, mandatory administrative leave with pay, or other appropriate measures that do not result in reduction of pay, demotion in title or responsibility, or other loss of employee benefits. In general, the agency should avoid moving the alleged victim or changing the alleged victim's shift, or taking similar action affecting the alleged victim, unless the alleged victim requests the action; if the agency takes such an action absent a request from the alleged victim, the agency should make clear to the alleged victim that the action is being taken in pursuit of an effective and prompt stop to any alleged harassment, and not in retaliation for reporting the alleged harassment.

e. Personnel authorities are encouraged to find alternative, reasonably comparable placement during the pendency of an investigation for the accuser or accused in lieu of administrative leave with pay, where possible and if consistent with any collective bargaining agreements.

3. Post-SHO Investigation Agency Actions

a. The agency Director or agency Director's designee may reject a SHO report and return it to the SHO for further investigation, information, documentation, or analysis if the agency Director or designee

considers the report to be incomplete, inadequate, or otherwise unacceptable.

b. If the report is not rejected, the agency Director, or the agency Director's designee, within fourteen (14) days of receiving the SHO's report, shall issue an agency report that accepts, modifies, or rejects the SHO's findings and substantiation recommendations, describes the rationale for any such modifications or rejections, and makes conclusions as to whether the substantiated allegations constitute a violation of this Order. The SHO report shall be included as an attachment to the agency Director or designee's report. The agency Director or designee shall consult with the agency's General Counsel during the preparation of the report regarding relevant legal standards or other legal issues.

c. If the report determines that a violation of this Order has occurred, the report shall be submitted to the agency's human resource officer for appropriate disciplinary action, up to and including termination. The agency shall require that any employee found to have violated this Order whose employment is not terminated must attend mandatory sexual harassment training within sixty (60) days after the issuance of the agency report.

d. The agency must provide the employee and the alleged harasser with a summary written notification of its findings and conclusions (final agency decision) after the sixty (60) day period and shall convey the same to MOLC within five (5) days after it is issued. The notice shall include a description of each allegation and the agency's determination as to whether the allegations were substantiated or were unsubstantiated. Such notice shall not include summaries of witness interviews, credibility determinations, or legal analysis; the notice is a simple recitation of the allegations and the determination as to whether the allegations were substantiated or were unsubstantiated.

e. Any conclusion in the SHO or Director's report that a violation of this Order occurred does not constitute a final legal conclusion that sexual harassment under the D.C. Human Rights Act or federal law occurred. Conversely, a finding that was not substantiated is not a legal conclusion that no violation of the D.C. Human Rights Act or federal law occurred.

f. Consistent with norms regarding the privacy of personnel actions, the complaining party shall not be informed of any disciplinary actions against the alleged harasser.

g. Regardless of whether a complaint has been substantiated, relevant staff, including the General Counsel, are authorized to work together to advise the Director or deciding official as to whether to recommend or implement personnel actions or management procedures to reduce the possibility of reoccurrence of any inappropriate behavior or behavior that poses risks for the District. Any meetings among the General Counsel, human resources staff, and agency management shall endeavor to preserve the confidentiality of the complaint generating the meeting or consultation to the greatest extent possible.

4. Communicating the Order: Orientation, Pledges, Training, and Notifications

a. The personnel authority shall circulate this Order to all new hires during their orientation, shall give each new hire time to read a summary of the Order during orientation, and shall obtain a signed verification that the new employee has read the summary and pledges not to engage in sexual harassment or any other conduct that violates the rules prohibiting sexually harassing behavior, certain dating, romantic, or sexual relationships, and requiring disclosure of certain relationships. Agencies with supplemental orders relating to sexual harassment shall provide those orders, too, to onboarding employees.

b. When individual contractors are working inside an agency in a manner akin to a District Government employee, the agency or the supervising contractor shall obtain signatures from individuals during onboarding orientations affirming their agreement to abide by this Order.

c. New employees shall take a course on sexual harassment as part of the on-boarding process and in no event more than fourteen (14) days after being on-boarded. Agencies shall by December 11, 2023

circulate this Order to all current employees.

d. Agencies shall follow up to provide delivery to difficult-to-reach employees, including employees on leave and work-related travel. Agencies are responsible for confirming that each employee has received this Order by email, verification through Peoplesoft, or return of a signed copy.

e. By December 11, 2023, each agency shall email the names of the agency's primary and alternate SHOs to all its employees and shall send reminders or updates of who the agency's SHOs are at least annually to agency employees.

f. Each agency shall prominently post notices in conspicuous locations accessible and used by a substantial number of agency employees, identifying the agency SHO and Alternate SHO, how to report sexual harassment, and that sexual harassment investigations are to be kept confidential to the greatest possible extent consistent with their investigation and resolution. Agencies shall post the notices no later than thirty (30) days after receipt of the template notice from the Office of Human Rights required by Section V.K. of this Order.

g. Agencies shall take a digital photograph of each posting and transmit it to the SHO program coordinator at DCHR with a description of the location at the time of each posting.

h. Individuals and entities entering into contract or grant agreements with the District Government must affirm that they will abide by the D.C. Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR § 1100 et seq.

i. District agencies drafting contracts and grants shall require such affirmations as part of the contract or grant agreement.

E. Employee Responsibility to Participate in Agency Investigations

1. District Government employees are required to cooperate fully in a SHO or independent investigation of a workplace sexual harassment complaint.

2. If an employee who alleges sexual harassment or is believed to have been the victim of sexual harassment declines to assist and/or participate in the investigation of the allegation, or requests the agency not conduct an investigation, the agency may on its own initiative investigate or refer the matter for investigation.

3. Employees who were not themselves victimized, who, after a direct request by the SHO or other investigator, decline to participate in a sexual harassment investigation, may be subject to disciplinary action.

4. Any consideration of whether to recommend disciplinary action for failure to cooperate in an investigation on the part of an alleged victim requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

F. Discipline for Making False Statements or Representations

1. Making materially false statements, and misrepresentation, falsification or concealment of material facts or records in an investigation of allegations of sexual harassment is conduct warranting disciplinary action, up to and including termination.

2. Consideration of whether to recommend disciplinary action against an employee who is also the alleged victim of sexual harassment requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

G. Discipline after a Finding of Sexual Misconduct or Harassment

The agency shall recommend appropriate disciplinary action, such as described in Section 1607.2(k) of the District Personnel Manual, 6B DCMR § 1607.2(k), up to and including termination of any employee found to have engaged

in sexual misconduct or sexual harassment as defined in Section III of this Order.

H. Rights of the Alleged Harasser

Persons accused of sexual harassment deserve the full protections afforded to them under the law in administrative matters, including, but not limited to, the right to respond to allegations of sexual harassment; to counsel and representation, including a union representative or other representative of their choosing, and including the presumption of innocence, unless and until there is a finding of harassment after an investigation by the agency or where appropriate, OHR. The right to counsel does not include the right to have counsel paid for by the government.

I. DCHR Responsibilities

1. DCHR shall quarterly reach out to all designated primary and alternate SHOs to confirm that they continue to serve in those roles. If DCHR is unable to reach a designated SHO or to confirm that the individual still serves as the agency's primary or alternate SHO, DCHR shall work with the agency to identify a new primary or alternate SHO for the agency. DCHR shall post a list of agency SHOs on its website and update it as necessary.

2. DCHR shall develop reporting forms for disclosure of dating, romantic, and sexual relationships and for applications for waivers of the prohibition on relationships in the chain of command.

3. DCHR shall work with agencies to verify that all employees have completed the annual training on sexual harassment required by Section V.A.1.e. of this Order.

4. DCHR, working with the Office of the Chief Technology Officer, shall create a means through Peoplesoft for employees to acknowledge their receipt of the Order and agreement to comply with its provisions.

5. DCHR, in consultation with OHR, shall review, update, and provide training materials for agency SHOs, including training on investigative techniques.

6. DCHR shall establish qualification standards for SHOs and verify each SHO's qualification to serve as a SHO.

7. DCHR, in consultation with OHR and the Sexual Harassment Task Force, shall create and disseminate training and collateral materials on this Order, the sexual harassment provisions of the D.C. Human Rights Act, and other sexual harassment law and policy, to all agencies under the direct authority of the Mayor and to such independent agencies as may request access to DCHR materials. The training and collateral materials should be tailored to employees in various roles, such as senior officials, managers, attorneys, human resources personnel, and new or existing employees, and should take into account that many District Government employees work primarily in the community and may not have regular access to computer-based training modules.

J. Office of Human Rights (OHR)

1. OHR shall develop training for EEO officers on the standards of the D.C. Human Rights Act, including the changes made by the Human Rights Enhancement Amendment Act of 2022.

2. OHR shall provide consultative services to DCHR and the Sexual Harassment Task Force in creating and disseminating training and collateral materials on this Order, the sexual harassment provisions of the D.C. Human Rights Act, and other sexual harassment law and policy, to all agencies.

3. OHR shall provide a template notice to agencies for agencies to post where the agencies can fill in the name of their SHO and alternate SHO and providing basic information on the prohibition against sexual harassment, how to report, and confidentiality, pursuant to Section V.E.4.d. of this Order.

VI. PROHIBITION AGAINST RETALIATION

A. Retaliation Prohibited

Retaliating against a District Government employee for reporting or filing a claim of sexual harassment, assisting another person in reporting or asserting a claim of sexual harassment, opposing sexual harassment, acting as a witness in a sexual harassment investigation, refusing to follow orders that would result in sexual harassment, intervening to protect others from sexual harassment or advances, or challenging an allegation of sexual harassment, is strictly prohibited. Employees shall not be penalized as a result of their assertion of their rights under the D.C. Human Rights Act or providing truthful information in connection with an investigation (whether on behalf of a complainant or a respondent). Retaliatory behavior may include, but is not limited to, unwarranted reprimands, unfairly downgrading personnel evaluations, transfers to less desirable positions, verbal, or physical abuse, and altered and more inconvenient work schedules. Employees found to have engaged in retaliatory behavior shall be recommended for appropriate disciplinary action, up to and including termination.

B. Process for Alleging Retaliation

Claims of retaliation are generally beyond the scope of the investigatory authority of agency SHOs because SHOs may not be trained in assessing the legality or validity of managerial decisions such as evaluations and assignments and investigations into retaliation would be difficult to conduct in the rapid timeframe set forth in this Order. Employees who believe they have been retaliated against must file a complaint with an EEO Counselor within one hundred and eighty (180) days of the alleged retaliation and subsequently file a complaint with OHR within fifteen (15) days of receipt of the Exit Letter if the employee is not satisfied with the outcome of EEO counseling.

VII. LIMITS

Lodging a complaint regarding sexual harassment does not shield an employee from all discipline or discharge. Agencies may discipline or separate a complainant if the agency is motivated by non-retaliatory and non-discriminatory reasons that would otherwise result in such discipline or separation.

VIII. CONFIDENTIALITY

A. Protecting confidentiality is critical to encouraging victims of sexual harassment to come forth and share their stories. It encourages witness cooperation and protects the reputations of those involved. For those reasons, SHO investigations should be kept confidential.

B. Confidentiality is not absolute. SHOs must disclose information to the alleged harasser for the alleged harasser to have a full and fair opportunity to respond. SHOs may have to disclose information to witnesses to gather more information from them. SHOs must keep agency General Counsels updated for reporting purposes and for investigation support purposes. SHOs also may have to disclose criminal conduct or threats to law enforcement. SHOs should not make pledges of total confidentiality.

C. Investigative reports are confidential, highly private, and deliberative and shall not be released without a court order. Neither the complainant nor the alleged harasser shall be provided with a copy of the investigative report.

D. SHOs, the agency, and MOLC shall take all reasonable steps to ensure that no information contained in the complaint file is disseminated except in furtherance of the investigation; for entry into E-risk or another risk management system; to assist in resolution of the allegations; as necessary for execution of any consequences stemming from the investigation; when lawfully released; or when required by court order.

IX. TIMELY FILING AND STATUTE OF LIMITATIONS

Complaints of sexual harassment shall be reported as promptly as possible. Agencies should investigate alleged acts of sexual harassment beyond the legal statute of limitations, or deadlines otherwise provided by regulation or collective bargaining agreement, taking into consideration the sensitive nature of the alleged offense, the pressure the complainant may have felt not to report the conduct, when the victim became aware of behavior that was not immediately apparent, or a pattern of harassing behavior that developed over time. Some remedies or sanctions may be unavailable due to delays in filing, but even delayed investigations may yield information to the agency in its ongoing efforts to prevent and remediate sexual harassment or may add to the credibility of similar, future allegations should a pattern emerge of allegations against a particular person or practice.

X. RECORDS

A. Agencies shall maintain records of complaints and investigations conducted for three (3) years from the date of the complaint.

B. For each fiscal year, each agency shall track how many complaints of sexual harassment were made by the agency's employees; were made about its agency employees by customers/clients of the agency; grantees or contractors of the agency, and how many complaints were made of sexual harassment of the agency's employees by customers/clients, grantees or contractors, or members of the public during the agency's duties.

C. In addition to the number of complaints, agencies shall track how many matters were investigated; were resolved by mediation; were substantiated; were deemed unsubstantiated; resulted in administrative or disciplinary action against one or more individuals determined to have violated this Order or sexually harassed the complainant; have resulted in legal action; have resulted in a settlement (including the amount of any financial settlement); and how many are pending. Pursuant to the Sexual Harassment Data Collection Act, annual fiscal year data required to be produced under D.C. Official Code § 1-546.02 shall be transmitted to the Office of Human Rights on or before October 15 of each year.

D. Centralized reporting, however, should be ongoing, and agencies are directed to submit such interim, monthly, or quarterly reports as may be requested by DCHR, the MOLC, OHR, or the Sexual Harassment Task Force, and to enter incidents into E-Risk as directed.

E. Any warnings to an employee(s) to halt a particular type of behavior – whether generally or as to a particular employee(s) – shall be recorded and transmitted to the agency's human resource office and to the Mayor's Office of Legal Counsel. In the context of addressing complaints of sexual harassment, any other interventions made for an employee, customer/client, grantee or contractor shall also be recorded, whether or not they arose from an informal counseling session, a complaint of sexual harassment, a complaint regarding behavior in a dating, romantic, or sexual relationship, anonymous report, or any other means.

XI. CONCURRENT REMEDIES AND JURISDICTION

A. Non-Exclusivity of Remedies

This policy is intended to supplement or be an alternative to other processes that allow persons to complain of sexual harassment. The procedures established by this Order are separate and distinct from other options persons with grievances relating to sexual harassment may have, through the Office of Human Rights, the Equal Employment Opportunity Commission, any grievance procedure available under their collective bargaining agreement, ethics complaint and investigation processes administered by the Board of Ethics and Government Accountability, or any other statutory or regulatory complaint process. Filing a complaint under this Order does not stay or delay any filing deadlines in any other forum.

B. Filing a Formal Complaint with the Office of Human Rights

In addition to pursuing action within the agency, an alleged victim of sexual harassment, or a person acting on the victim's behalf with or without the victim's consent, may report a sexual harassment claim within one year of the alleged harassment or its discovery to OHR using its Intake Questionnaire Form. EEO counseling is not required prior to the filing of a complaint with OHR.

C. Filing a Complaint with the Equal Employment Opportunity Commission

Some complaints may fall within the jurisdiction of the federal Equal Employment Opportunity Commission.

D. Relationship and Remedies under Negotiated Grievance Claims

Filing a report or complaint under this policy does not satisfy the requirements for filing a negotiated grievance and obtaining remedies under a collective bargaining agreement, nor does the complaint under this Order delay the

time limits for initiating such a procedure. To pursue a negotiated grievance claim, the employee should file a grievance in accordance with the provisions of the applicable collective bargaining agreement.

E. Criminal Remedies and Referrals

1. Where there is an allegation of criminal misconduct, including for example, sexual assault, kidnapping, stalking, or a threat to do bodily harm, the agency may, after consulting its General Counsel, place the victim and/or the alleged harasser on administrative leave with pay pending final administrative resolution of the complaint or any criminal proceeding.

2. The complainant at his or her choice may report the alleged criminal violation to a law enforcement agency, including the Metropolitan Police Department ("MPD"). Where a criminal violation occurred, the agency shall recommend discipline of the perpetrator up to, and including, termination.

3. While it is generally the alleged victim's decision to report sexual harassment offenses for possible criminal prosecution, if during an investigation the agency uncovers evidence of ongoing crimes (such as sexual extortion of beneficiaries of government services) or criminal activity collateral to or extending beyond the reported allegations of sexual harassment, such as gun-related offenses, the agency shall notify law enforcement.

F. Crime Victim Hotline

The agency shall also remind complainants of sexual assault or other possible crimes of the existence of the DC Victim Hotline. The hotline, 1-844-443-5732, is available 24/7 by telephone, text, or online chat to seamlessly connect victims of crime to free resources to help them navigate the physical, financial, legal, and emotional repercussions of crime. Through the hotline, victims may be matched with an advocate who can help them decide whether to pursue a matter through the criminal justice process.

G. Courts of Law

This Mayor's Order is directed towards preventing and remedying sexual harassment in District Government operations and it does not preclude complainants from obtaining counsel and pursuing any remedies they may have in courts of law. The options discussed in this Order do not constitute legal advice; deadlines for filing, procedures, and substantive offenses or remedies may change over time.

XII. APPLICABILITY OF PERSONNEL RULES

Any proposed personnel action instituted under this Order is subject to the regulations set forth in the District of Columbia Personnel Manual at Title 6B of the District of Columbia Municipal Regulations.

XIII. SEXUAL HARASSMENT TASK FORCE

A. There is hereby established the Sexual Harassment Task Force as an internal task force comprised of representatives of the Office of Human Rights, the Mayor's Office of General Counsel, the Department of Human Resources, the Assistant City Administrator, and the Mayor's Office of Legal Counsel, as designated by the head of each office, and such other individuals as these members may invite to serve as additional members of the task force. The task force shall meet from time to time to develop and advise on trainings, make recommendations about needed policies, review draft regulations, and otherwise take action or recommend measures to fulfill the intent of this Order: including to reduce the incidence of sexual harassment, train employees on what to do when faced with inappropriate workplace conduct, including harassment, and provide additional, effective procedures for addressing inappropriate conduct of a sexual nature. The task force may invite experts and other individuals to participate in the meetings and deliberations of the task force.

B. The Sexual Harassment Task Force shall, no later than May 1, 2024, make recommendations in the following areas and shall provide such recommendations to the appropriate agencies with authority to carry out the

recommendations or make final decisions regarding them. The recommendations need not be in the form of a report and may remain deliberative discussion items until finalized and accepted:

1. Communications to District Government employees about the District's sexual harassment policies;

2. Updates to required trainings for SHOs and agency General Counsels;

3. Recommendations for building a workplace free from sexual harassment;

4. Any recommended adjustments to prohibitions and disclosures regarding dating, romantic, and sexual relationships; and

5. The performance and progress by the agencies named in this Order in completing the responsibilities assigned to them.

XIV. SUPERSESSION

This Order supersedes Mayor's Order 2017-313 and any other provision of a previous Mayor's Order or practice pursuant to that Mayor's Order, to the extent of any inconsistency.

XV. EFFECTIVE DATE: This Order shall become effective November 10, 2023.

_____

MURIEL BOWSER

MAYOR

ATTEST: _____

KIMBERLY A. BASSETT

SECRETARY OF STATE OF THE DISTRICT OF COLUMBIA

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director		3/17/25
2. Chris Earley, Deputy Director		3/13/25
3. Julia Wiley, General Counsel		3/13/25
4. Bill Winston, Associate Director of Community Services		3/13/25
5. Ernest Merchant, Program Analyst		
6.		

SUBJECT:

Director's Comments:

Action							
APPROVAL ☒	CIRCULATE ☐	CORRECTION ☐	FILE ☐	FYI ☐	INVITATION ☐	MEETING ☐	SIGNATURE ☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Latino Economic Development Corporation of Washington DC- NBAP FY25

Housing Services $533,333.00 Grant 2025-05

Originating Office

FROM:E. Merchant	TELEPHONE NUMBER:
DATE:3/13/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE: OFFICE OF THE DIRECTO MAR 17 '25 PM2:40

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

MAR 17 2025

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Ernest Merchant
Program Analyst

Date: March 13, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Latino Economic Development Corporation**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$533,333.00**
ATTACHMENTS:	**FY25 Grant Agreement #2025-05** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

DISTRICT OF COLUMBIA.

COMMUNITY SERVICES
HOUSING COUNSELING SERVICES

GRANT AGREEMENT

BY AND BETWEEN
THE DISTRICT OF COLUMBIA
AND

LATINO ECONOMIC DEVELOPMENT CORPORATION OF WASHINGTON, D C

This Grant Agreement ("Grant" or "Agreement"), is made effective as of March 13th, 2025, ("Effective Date"), by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the D.C. Department of Housing and Community Development (hereinafter referred to as "Department," "DHCD" or "Grantor") and Latino Economic Dev Corp, a District of Columbia non-profit corporation Grantee [DUNS No. Unique Entity Identifier (UEI) TMC6R8ADXEJ5] (hereinafter referred to as "Grantee") with its principal place of business at 1401 Columbia Rd NW Washington DC 20009. Grantor and Grantee shall be collectively referred to herein as the "Parties."

RECITALS

1. The Department with offices at 1909 Martin Luther King Jr Avenue SE, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975, D.C. Official Code§ 6-1001 *et seq.*, and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Department is authorized to fund community based non-profit organizations that provide housing counseling services for low- and moderate-income persons.

3. On June 7, 2024, the Department published a Notice of Funding Availability ("NOFA") in the D.C. Register, which announced the forthcoming issuance of the Fiscal Year

("FY") 2025 Request for Applications ("RFA") for the Neighborhood-Based Activities Housing Counseling Services Program ("HCSP"). The RFA was issued on June 21, 2024, that solicited applicants to provide services to District of Columbia ("District") residents as a part of the Department's HCSP. HCSP includes Public Services ("PS"), and Non-Public Services ("NPS") as defined in Section I herein. U.S. Department of Housing and Urban Development ("HUD") approved counseling agencies employing one or more certified HUD counselors are eligible to provide both PS and NPS services, while organizations which do not have HUD approval status may provide PS services only. The RFA included an opportunity for applicants to provide one or more of seventeen (17) services listed in the RFA. These services include HUD-approved counseling in keeping with 24 CFR 5.100 and related Federal regulations (in 2 CFR Part 200, and 24 CFR Part 214) as well as services related to local DC programs which are administered by the Department. The RFA and the requirements set forth therein are also incorporated by reference herein.

4. The Grantee's RFA application demonstrates that its organization possesses project management, and organizational and administrative capacity to successfully perform as a nonprofit grant subrecipient under the Department's HCSP, and accordingly DHCD has determined to award a grant to the Grantee in FY 2025 ("25" or "2025").

5. The Grantor proposes to fund HCSP grant activities in FY 2025 from its allocation of Community Development Block Grant ("CDBG") funds authorized by Title I of the U.S. Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), 24 CFR Part 570.

6. As a condition precedent to disbursement of the Grant proceeds to Grantee for the sole and exclusive purposes described in Exhibit A (which includes the "Statement of Work" and the approved "Workplan", both attached hereto and made a part hereof), the Department requires that Grantee enter into this Agreement setting forth the terms and conditions of the Grant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are hereby incorporated by reference and made a part hereof.

Section I. Definitions.

A. As used herein, the following terms shall have the meanings indicated:

a) **Fiscal Year**: All references to Fiscal Year(s) ("FY") herein refer to the District Government fiscal year which is October 1st to September 30th
b) **Neighborhood Revitalization Strategy Area** ("NRSA") refers to the HUD approved areas of Wards 7 and 8 which have been designated as strategic areas for revitalization. Services to Ward 7 and Ward 8 regardless of whether Public Service or Non-Public Service, attributed to the NRSA.
c) **Non-Public Services** refers to 24 CFR 5.100 counseling services provided to clients in connection with the purchase of a specific home. All other 24 CFR 5.100 counseling is Public Service.
d) **Public Services** refers to all other services and may include group training and/or one on one counseling.
e) **Performance Periods**: The Performance Period is defined as the start date and end date for which Grant funds are awarded to execute an approved Workplan and Statement of Work in keeping with the RFA for FY 2025. (See Section IV below.)

Section II. Exhibits.

The Exhibits listed below and the terms and conditions of the same are incorporated herein and made a part of this Agreement.

A. Services to be Provided
- Statement of Work
- Section 3 from the FY 25 RFA: Services
- Workplan as approved by the Grantor

B. Budget
- Schedules A (3-1) and A (3-2) for the First Performance Period

C. Required Reporting Forms
- Monthly Performance Report on group trainings/orientations/workshops and one on one counseling (in connection with the Statement of Work and Workplan), as well as reports on DHCD certificates issued, outreach and marketing activities, and upcoming group trainings.
- Quarterly Beneficiary Data and Demographics for each of the following (a) PS, (b) NPS, and (c) NRSA activities.
- Quarterly Language Access Report (Optional)

- Quarterly Banking Report (as applicable)
- Quarterly Procurement Report (as applicable)
- Quarterly Submission of Minutes of Board of Directors Meetings

D Method to determine Client Eligibility for Services
E Budget Modification Form
F Drug Free Workplace Certification
G Service Area Eligibility
H Insurance Requirements
I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Section III. Grant Award

A. The Department shall make a Grant of the District's CDBG Entitlement Grant Federal Award No: B-24-MC-11-0001 ("CDBG Federal Award") to Grantee in an amount not to exceed Five Hundred Thirty Three Thousand Three Hudred Thirty-Three Dollars and No Cents ($533,333.00) (the "Grant") and is allocated as follows:

Sources and Uses of Funds:

Public Service ("PS") [CDBG EN]	$ 233,542.00
Non-Public Service ("NPS") [CDBG EN]	$ 67,000.00
NRSAs Ward 7 and Ward 8 [CDBG EN]	$ 232,791.00
TOTAL CDBG [EN]	$ 533,333.00

Notwithstanding the source of funds designated above, the Grantor reserves the right to provide funding from another source(s). In all instances, applicable Federal and District laws and regulations shall apply regardless of the funding source. The Grant award shall be used to fund a range of services which HUD has defined as Housing Counseling Services: Public Services and Non-Public Services by a HUD Approved Counseling Agency ("HCA").

The specific Grant activities are described in Exhibit A (attached hereto) which includes
(a) the Statement of Work,
(b) Lines of Services - Section 3.2 of the Request for Applications (RFA), and
(c) The approved Workplan

(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

C. The Grant services will benefit low-and-moderate income persons living in the District of Columbia. In keeping with recent Presidential Executive Orders, Grantees should only use grant funds for US citizens and should maintain such documentation to prove citizenship.[21]

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as Exhibit B. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.

D. The Catalog of Federal Domestic Assistance ("CFDA") number is 14.218.

E. The Uniform Administrative Requirements for Federal Grants are applicable to this grant award and are available online at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1. Also, the Grantee must comply with the Community Development Block Grants regulations 24 CFR part 570 that govern this award and other related HUD regulations, which are incorporated herein by reference.

Section IV. Grant Term and Periods of Performance

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2025. During this term, there are two Performance Periods. The First Performance Period is the Effective Date to September 30, 2025. The Second Performance Period is October 1, 2025, to December 31, 2025.

Funding for each Performance Period is in the sole discretion of the Grantor and requires meeting all due diligence requirements prior to award.

[21] Examples of such document may include copies of unexpired state issued Real ID identification or driver's license, unexpired US passport or US passport card, active duty Military ID, current Green Card or Naturalization documents with state issued photographic identification.

The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of Grant funds or other Grant assets.

Section V. Statement of Work/CDBG Eligible Activities/Eligible Costs/Business Operations

A. CDBG Eligible Activities

1. Grantee shall use the CDBG Grant proceeds solely to fund Grantor-approved service activities that are intended to provide services and empower low- and moderate- income persons in the District of Columbia to make informed housing choices and achieve their housing goals, whether it's finding affordable rental housing, purchasing a home or obtaining financial assistance for critical home repairs.

The best way to provide this critical information to a client in order to assist them in their decision-making process is to adhere to 24 CFR 5.100[22] [in which a HUD certified counselor conducts (1) intake (2) financial and housing affordability analysis with affordability calculation (3) an action plan and (4) follow-up counseling to implement the action plan and achieve its stated goals].

The Grant services to be provided are described in Exhibit A. This description includes the major tasks, activities and project deliverables to be provided under this Grant. The Grantor reserves the right to alter or change the District of Columbia program requirements including eligibility, services provided, service methodology, service delivery and program goals during the performance period.

The proposed Grant activities are CDBG eligible activities pursuant to 24 CFR 570.201(e).

2. Grantee shall sponsor outreach events that inform the community about the Grant activities and participate in other community events as requested by Grantor.

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[22] 24 CRF 5.100: "Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling."

3. The Grantee must retain records which demonstrate that each activity funded under this Grant is CDBG eligible and document the amount of CDBG funds expended for each activity. This includes the activity itself, the outcomes, and the records concerning beneficiaries in keeping with subsection (B)(2) below receiving services. Any authorizations needed together with beneficiary statistical information should be obtained by the Grantee during intake or registration. HUD does not grant exceptions or authorize the District to make exceptions to this requirement.

B. CDBG National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention of slums or blight; 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. The Grantee certifies that the CDBG-assisted activities to be carried out under this Agreement will meet the National Objective of primarily benefiting low- and moderate-income persons (limited clientele activities) in accordance with Federal and District Requirements. The minimum threshold requires that at least 51% of the households served with CDBG funding must be low- and moderate-income households; provided however, that a Grantee whose application claimed additional scoring points for agreeing to provide Grant services to more than 51% low- and moderate-income beneficiaries, must adhere to the percentage they elected in their application.[23]

In accordance with the Grantee's election in their Application for a grant award and for receiving additional points in scoring, the Grantee has agreed to exceed the minimum requirement and to serve at least 90% low- and moderate-income beneficiaries.

Note: This percentage cannot be decreased as it was used for scoring in a competitive round of funding.

4. The Grantee shall disclose to any client that services are provided free of charge by a Grant funded by DHCD using Federal funds and therefore the Grantee has certain reporting

[23] In responding to the RFA published June 21, 2024, applicants were given the opportunity to receive additional points in scoring for committing to exceed the CDBG minimum threshold to either a 75% minimum or a 90% minimum.

requirements in order to provide the Grant services free of charge. The Grantee shall use appropriate forms to obtain a client authorization, as required, to comply with the terms of this Agreement and to meet HUD reporting requirements,

C. Staffing

Where HUD requires services are to be provided by a Certified HUD Housing Counselor, the Grantee shall comply with that requirement and not permit services reserved to HUD certified counselors to be provided by others.

To the extent applicable, Grantee agrees to secure the services of qualified personnel that are licensed and bonded in the District of Columbia to perform the CDBG Federal Award activities and services listed in Exhibit A.

Any changes in personnel or their general Grant responsibilities as set forth in Exhibit A are subject to the prior written approval of DHCD. In this regard, it is essential that the Grantee immediately report terminations and proposed new hires to the Grantor.

D. Business Operations

1. Grantee shall observe business hours of operation onsite in their service location(s) that align with District Government hours of operation specifically Monday through Friday 9:00 am to 4:30 pm (DC holidays excepted)[24] and shall ensure that sufficient staff are on site at Grantee's place of business to carry out Grant services.

2. During the hours of operations, Grantee shall have live answered telephones for incoming calls. If the Grantee's phone system utilizes an auto-attendant function or voicemail, announced option to the caller must include an option to press a certain key (such as "0" for an Operator) to be connected to a staff person in real time who can answer and field questions, redirect a caller to a staff person who can address a caller's inquiries, or provide registration information. DHCD and other DC agencies such as the Office of the Attorney General may check Grantee's compliance with this requirement from time-to-time.

[24] DC Holidays include New Year's Day, Dr. Martin Luther King, Jr. Holiday, Washington's Birthday, DC Emancipation Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Day.

E. Grantee may offer clients virtual appointments as well as virtual group informational or educational activities, but Grantee shall also provide clients an option for in-person services (including both in-person one on one appointments as well as some in-person group informational or educational activities.) The Grantee shall not refuse in-person services to DC residents.

F. Housing Resource Center (HRC) and Late Night Hours: As required by the RFA, "Applicants selected for the award shall participate (in a regular rotation) in staffing onsite at the Department's Housing Resource Center (HRC). The HRC provides services to DC residents by appointment and walk-ins." The HRC is located in the Grantor's offices at 1909 Martin Luther King Jr Av SE. The HRC coordinator, in conjunction with the Associate Director for Community Services, will develop a schedule in consultation with Grant subrecipients for staffing the HRC on a rotating basis on weekdays.

RFA applicants were awarded additional points in their score by committing to "Extended Office Hours." The options included providing office hours until 7:00 pm at least one (1) day a week in their office location and/or until 7:00 pm at least two (2) days a month in the HRC.

In accordance with the Grantee's selection in their Application for grant award and funding, the Grantee has committed to serve Extended Office Hours Extended Office Hours until 7:00 pm one (1) day a week in their office and one (1) day in the HRC.

Section VI. Disbursement/Required Support Documentation

A. <u>Reasonable, Allowable, Necessary, Allocable</u>

1. Grantee may request reimbursement for actual expenses incurred to provide services and as described in the Grant Budget (A 3-1 and A 3-2). Requests must meet all four criteria: reasonable, necessary, allowable, and allocable. (2 CFR 200.305)
   a. ***Allowable costs.*** Reimbursements are limited to the expenses directly related to activities supported by the grant activities and are subject to the regulations of the Federal and District Governments. Expenses related to activities should be necessary, reasonable, allowable and allocable.
   b. ***Limitations on allowable costs.*** A grantee may not use an indirect cost rate to determine allowable costs under its grant.
   c. **Some *Unallowable costs.*** Expenses that are not allowable include (but are not limited to) sales tax, late fees, debts, tips & gratuities, food, alcohol, controlled substances, cash reserves or investments, money given to individuals (including

donations, grants or loans), contributions to organizations, costs of fundraising, fund development, grant writing, advocacy, lobbying, and purchase of goods or services for personal use or benefit.

2. In addition, Grantee must demonstrate to the reasonable satisfaction of the Grantor that Grant performance milestones have been achieved. All requests for payment of eligible expenses shall be associated with the budget line items specified in Exhibit B (Budget Schedule A (3-1), estimated cost invoices and satisfactory Grant performance.

3. Grantees may not be reimbursed for expenses paid through Cash app or other similar peer-to-peer payment platforms, since such platforms create issues for recordkeeping, auditability, and compliance with grant regulations.

4. The Grantee shall not supplant funds or seek reimbursement for expenses that may be reimbursed by another grant (Federal, District, or private) either prior to or subsequent to reimbursement by the Grantor.

5. The Grantee must have the capacity for bookkeeping and accounting services required to track Grant expenses and create payment requests in keeping with Federal and District requirements, either on staff or by a third-party contractor.

6. The Grantee shall create and submit payment requests in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the Grantee to create and submit invoices by selecting the applicable purchase order number which is listed on the Grantee's profile.

7. All Grantees must be registered in the portal prior to invoice submission. The vendor portal website is **https://cfo.dc.gov./supplier_portal**. Please log onto the portal for further details and instructions. Questions can be submitted to **suppliers@dc.gov**.

B. Form of Submission of Payment Requests

1. The cover sheet to the reimbursement package must be the 30A Form of the Department [RCSD DHCD 306A Revised October 2024]. No other cover sheet is needed. This form should contain the Purchase Order Number, the IDIS Number, and the Partial Payment Number in accordance with Department's guidelines.

Payments requests are contingent upon certification by the Grantee in the following form as contained on the 306A (RCSD DHCD 306A Revised October 2024). The Certification is to be made by the chief executive officer, or the chief financial officer or the chief operations officer if the Governing Board has authorized this officer to act on behalf of the board to sign.

"I certify that all items, quantities and prices of work and material shown in the requisition are correct to the best of my knowledge and belief. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information , or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812." (2 CFR 200.415)

2. Page 2 and Page 3 shall be the Reimbursement Request A 3-1 and A 3-2.

3. Page 4 shall be the Invoice Cover Sheet with:
   a. A unique identifier (e.g. a row number or brief alphanumeric code) shall be assigned by the Grantee to non-personnel invoices and with the same unique identifier marked on each and every supporting document (e.g. receipt, proof of payment, cancelled checks, contracts, scopes of works, services rendered, vendor statement or document, Grantee's notes) submitted. The unique identifier shall be listed on the invoice cover sheet.
   b. Vendor's name
   c. Remittance address
   d. Invoice number
   e. Invoice date
   f. Contract number (also known as Grant Number)
   g. Purchase order number (if any)
   h. Invoice Amount
   i. The Amount which the Grantee is requesting reimbursement
   j. Quantity of goods/services delivered. Deliverables. Shipping and payment terms
   k. Other substantiating documentation that justifies and supports the payment request.

4. Page 4 and subsequent pages as needed shall include the supporting documents for the reimbursement request including signed timesheets, payroll reports, invoices from vendors marked as described above. (See Section E below.)

C. HUD Related Requirements

1. Federal regulations require that reimbursement under the Grant is tied to (a) beneficiary data reporting and (b) program performance. Failure to meet reporting deadlines for performance and/or beneficiary service data will suspend temporarily the processing of Grantee payment requests. Staff unavailability does not waive the requirement to meet reporting deadlines, and Grantee shall ensure that adequate staff are trained or cross-trained to prepare and submit reports timely.

2. The Grantee should be aware that HUD maintains an *Integrated Disbursement and Information System* ("IDIS"), a database in which the Grantor must make reports during the performance period on each Grantee's account. HUD flags subrecipient accounts when reporting is not provided by a deadline. Such a flag shall constitute a default. Multiple flags or failure to meet the conditions for HUD to remove a flag may result in suspension or termination in keeping with Section XII (C) of this Agreement.

D. Schedule for Submission of Reimbursement Requests

1. Requests for reimbursement shall be submitted in a timely manner by the date due. Failure to meet a deadline shall constitute a default.

2. On the 10th day of each month, the Reimbursement Request shall be for the prior month; provided however, the September reimbursement request must be submitted earlier in October on the date specified by the Office of the Chief Financial Officer of the District of Columbia, which is usually between the 5th and 7th day of October. *(Grantee may wish to use other funding sources for the late September payroll to facilitate meeting the deadlines.)*

3. In order to close-out the grant by September 30th, the October request should be the only request submitted in September.

4. The monthly schedule for submission is as follows:

Month	Due Date
March	April 10th
April	May 10th
May	June 10th
June	July 10th
July	August 10th
August	September 10th
September	October 5th or 7th as specified by the DC CFO
October	November 10th
November	December 10th
December	January 10th
January	February10th
February	March 10th

5. As applicable, expenses incurred pursuant to a project commitment in IDIS that has been approved by the Grantor and are otherwise eligible for reimbursement at the Grantor's sole discretion, may be reimbursed, regardless of when those expenses were incurred.

E. Source Documentation

1. All costs and obligations incurred under this Grant Agreement must be supported by source documentation (e.g. invoices, receipts, contracts, canceled checks, etc.). Documentation may also include approved time distribution sheets and certified payroll reports for employees and contracts.

2. The Grantee must satisfy all documentary requirements to the reasonable satisfaction of the Grantor prior to the disbursement of Grant funds.

F. Requirements Applicable to Disbursed Funds/No Escrow

1. Grantee shall not escrow Grant funds. However, nothing shall prohibit the Grantee from supplementing funding for these activities from other sources including other grants, funders or donors.

2. Any cash advances disbursed pursuant to this Agreement must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate

cash requirements of the Grantee in carrying out the purpose of the Grant. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct Grant program or project costs and the proportionate share of any allowable indirect costs.

3. If at any time it is determined that more Grant funds are disbursed to Grantee than what was required by the Grantee's immediate disbursement needs, Grantee shall immediately return to Grantor the excess funds.

4. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations or fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee.

G. The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect cost rate, as further described in Section (C)(4) and Section (C)(5) (Reporting Requirements) below.

H. In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant proceeds within three (3) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant proceeds, unless another date shall be agreed to be the parties in writing. The Grantor reserves the right to recover such losses by any legal remedy available.

Section VII. Budget Modifications

A. Any amendments to the budget (change in the amounts specified in the individual cost categories set forth in Exhibit B). may be approved by the Grant Administrator, so long as the total amount of the budget is not exceeded.

B. Any increase in the total Grant amount must be approved by the Director of the Department. If the change is made at the request of the Grantee, the request shall be in writing dated and shall be submitted on a Budget Modification Form, attached hereto as Exhibit E.

1. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and dated using the appropriate excel format or the appropriate online portal if available.

2. The Grantee shall make modification requests by June 1st, to allow sufficient time for processing prior to the start of the fourth quarter of the fiscal year. No more than two modifications may be required in the performance period. Requests for modification to the budget shall not be approved after June 1, 2025, except for extenuating circumstances specified in writing, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion.

3. The Department will not approve reprogramming of personnel funds for positions not filled in compliance with this Agreement and Grantee's personnel policies submitted to Grantor. If at any time DHCD requires a more detailed budget breakdown than the one contained herein, the Grantee shall provide such supplemental budget information in a timely fashion and in the form and content prescribed by DHCD.

Section VIII. Conditions Precedent to Grant Closing and Grant Disbursement

Grant closing shall mean the date on which Grantee has satisfied all conditions precedent to execution to the satisfaction of the Grantor, at which time both parties have executed and delivered the Grant Agreement. No Grant proceeds shall be disbursed prior to Grant closing.

The following conditions must be met prior to Grant closing:

A. Eligibility Determination. Determination by the Grantor that Grantee's proposed Grant activities meet eligibility and national objective requirements specified by the CDBG Program regulations at 24 CFR §§ 570.200 through 570.209. Grantor has determined that the proposed Grant activities are eligible for CDBG Program funding pursuant to 24 CFR 570.201(e) (provide housing counseling services to low- to moderate-income households).

B. Environmental Clearance. Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historic preservation reviews, and HUD has issued an approval of the release of funds.

C. Due Diligence Submissions. The following items must be delivered to DHCD for approval prior to Grant execution and Grant closing:

1. Articles of Incorporation, organizational by-laws and certification of nonprofit status.
2. Board/Corporate Resolution, memorializing
   a. the Grantee's intent to enter into this Agreement
   b. identifying the total Grant amount of the award
   c. identifying the Grant Number
   d. identifying the funding source(s) of the award, and
   e. identifying the authorized person by name and title who is authorized to sign on behalf of the corporation to enter into this Agreement.
3. Certificate of Good Standing
   a. issued by the DC Department of Licensing and Consumer Protection (DLCP)
   b. certified within 6 months of the Effective Date of this Agreement.
4. Certificate of Clean Hands
   a. issued by the DC Office of Tax and Revenue (OTR)
   b. certified within 90 days of this Agreement.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia to carry out the Grant activities.
6. Evidence that Grantee has obtained insurance, as provided in Exhibit H. If the renewal period for any insurance requirement occurs during the Grant performance period, the Grantee is required to submit to the Grantor evidence (Certificate Of Insurance) of insurance renewal to cover the remaining Grant performance period.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Effective Date.
8. An Affirmative Action Plan ("AAP") must be submitted by the Grantee for review and approval by the District prior to Grant execution and the disbursement of any Grant proceeds. The AAP shall be in a form to be determined by the District and must detail the Grantee's efforts to comply with the District's goals for achieving equal employment in District government contracts and set forth specific standards for the utilization of minorities in all job categories, as required by Mayor's Order 85-85 and District law.
9. Drug-free Workplace Certification (Exhibit F).
10. Debarment affidavit and verification confirming that Grantee is not debarred or suspended or otherwise excluded from or ineligible for participation in federal or District assistance programs under Executive Order 12549 or District law.

D. Opinion of Counsel. Grantee shall submit a written opinion of the Grantee's attorney, which states that the attorney has read the Grant documents and that the Grantee:

- Is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary.
- Has the full authority and legal right to carry out the terms of this Grant Agreement and all documentation required hereunder to be executed by Grantee; and
- Has taken all actions to authorize the execution, delivery and performance of this Grant Agreement and any documents required to be executed in connection with the Grant according to their respective terms

The Opinion shall further state that none of the aforesaid actions, undertakings or agreements violate any restriction, term, condition or provision of the Grantee's organizational documents or any contract or agreement to which Grantee is a party or by which it is bound. The Opinion must identify the Grant Agreement by name and Grant number, and the counsel must specifically identify the documents upon which the Opinion is based.

E. Current on District Obligations. Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant, including all local taxes and charges affecting Grantee's business.

F. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Proceeds, including, but not limited to the Council of the District of Columbia and the Chief Financial Officer of the District of Columbia.

G. Clearance Approval issued by the DHCD Office of Program Monitoring.

Section IX. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. The Grantee shall cure all report deficiencies identified by the Department and resubmit for approval by the Grantor within 14 calendar days of the notification. The requirements of monthly and quarterly reports [VII.(A) and (B) are in Exhibit C.]

A. Monthly Reporting

Monthly Performance Reporting. The Grantee shall use the online reporting portal provided by the Grantor and shall provide a complete performance report by the 10th day of each month reporting on Grant activities, accomplishments and performance of the prior month. Failure to submit the report by the tenth day of the month following the end of each

month shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

B. Quarterly Reporting

On the 10th day of January, April, July, and October, the following quarterly reports for the previous three months shall be due and provided by the Grantee in the form and method required by Grantor:

1. Quarterly Report on **Beneficiary Data and Demographics** (separate reports for PS, NPS and NRSA).

2. **Banking Report** (as applicable)

3. **Non-expendable Equipment Inventory Report** (as applicable) (the purchase or lease of non-expandable equipment). The purchase of all computer equipment must have prior approval from the Department.

4. **Procurement Report** (as applicable).

5. Copies of the **Minutes of the Board of Directors** meetings, which took place during the previous quarter; and

6. **Language Access Report** (optional) – If services are provided in languages other than English, we encourage a language access report to be made.

Failure to submit any or all Quarterly Reports by the tenth day of the month following the end of a quarter shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

C. Additional Report Requirements

The following reports are due to the Department within the timeframes indicated below. If these documents were previously submitted, they must be updated and resubmitted.

1. Fringe Benefits Report

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects funded from the proceeds of this Grant shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefits rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the change. The report shall be submitted to DHCD within fifteen (15) days of Grant execution.

The fringe benefits rate for any personnel costs funded by this Grant shall not exceed 20% of the base salary rate indicated in Schedule A Form A (3-2) of the budget (Exhibit B).

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to the date of the Offer Letter.

All personnel costs approved under this Grant Agreement must be filled within ninety (90) days of Grant execution or within ninety (90) days of the vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than ninety (90) days, whether intermittent or consecutive, at any time during the Grant period may result in the loss of funds for the position.

Grantee must submit transcripts of training or continuing education for individual staff and counselors to the Grantor.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with CDBG funds, in accordance with the requirements specified in 2 CFR Part 200 (Exhibit D). The property inventory list must include, at a minimum, a short

description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

a. The Grantee shall submit a budget and Cost Allocation Plan showing its direct and indirect costs and the allocation of such costs to the Grantee's activities, including the administration of the activities and services provided under this Agreement. The plan must show all allowable and unallowable costs and how such costs are included in the direct and indirect costs in accordance with 2 CFR Part 200.

b. A current Cost Allocation Plan must be submitted no later than thirty (30) days following Grant execution.

c. The Cost Allocation Plan must include all sources of funding for the Grantee, including this, Grant and to which program/cost centers each source has been applied using the Grantee's chart of accounts (referencing individual budgetary line items).

The Grantee must provide:

i. the total amount of funding from each funding source,
ii. the total staff employed by the Grantee, regardless of funding source, staff allocation per grant/program and the estimated percentage of time spent per grant program.

d. As required by HUD, the Cost Allocation Plan is subject to approval by the Grantor. The Grantee shall cure any defects or omissions in the Cost Allocation Plan within 60 calendar days of the notice to cure.

e. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. The waiver request must detail the reasons for the waiver request and include a copy of the relevant audited financial statements.

f. Claims for reimbursement of documented Grant expenses shall comply with 2 CFR Part 200 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.

5. Indirect Cost Rates

a. Grantees may request reimbursement for indirect costs based on their Cost Allocation Plan. The Cost of Allocation Plan must be reviewed and approved by the Grantor. The Grantee is required to keep records of the expenses charged to the Indirect Cost Rate for monitoring and close-out.

Grantees with Indirect Cost Rates are required to use their indirect cost rate. Grantees with provisional rates must demonstrate the rate is not expired or that it is currently used by a Federal Agency in awarding Federal funds to the Grantee during the current Fiscal Year. Other Grantees may use the Federal *de minimis rate* of 15%. In either case (*De Minimis rate* or Federally Approved rate), Grantee shall maintain records (available during monitoring, or close-out or upon request) indicating which costs in the cost allocation plan and the dollar amount have been attributed to the Indirect Cost.)

Indirect cost rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with supporting documentation. DHCD will not make adjustments to indirect cost rates after June 1st.

The Grantor does not issue or award Indirect Cost Rates.

Grantees who wish to obtain a Federally authorized Indirect Cost Rate are encouraged to contact the "Cognizant Agency" which is the US Department of Health and Human Services.

b. For all personnel costs funded under this Agreement, Grantee must maintain documentation for use of indirect cost funding and provide the same when requested for verification of expenditures in keeping with the approved cost allocation plan, including, but not limited to cancelled checks, employee signed and supervisory approved employee time sheets, invoices and bank records.

c. Expenses charged to an indirect cost rate must be accompanied by and cross-referenced to and reconciled with an independent audited financial statement, which accounts for all (grant funded and non-grant funded) activities by the Grantee during the fiscal year in which the indirect cost rate is based.

6. Organizational Audit

Grantee must submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year.

Note to All Grantees: All Grantees must ensure their financial records are available for review or audit by appropriate officials of the Federal Government and the District Government.

7. Auditor's Management Letter.

Grantee shall submit an auditor's Management Letter to the Grantor at the time it submits the annual audit.

8. Procurement Policy. Accounting Policies and Procedures. and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution, the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of the Grant. These policies and procedures shall be in accordance with the requirements of 2 CFR Part 200. The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

If the Grantee has previously submitted these documents, and the documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a certified statement (the "Re-certification Letter") to the Grant Administrator indicating when the most current document was submitted to the District and certifying that no changes to these policies and procedures have since been made.

Intentionally Blank

D. Summary of Report Deliverables and Receipt Due Dates:

	Report	**Receipt Due Date**
1	Monthly Performance Report	No later than the 10th day of each month
2	Quarterly Beneficiary Data	No later than January 10th, April 10th, July 10th and October 10th – a separate report for each use: PS-NPS-NRSA
3	Language Access Report (Optional)	No later than January 10th, April 10th, July 10th and October 10th
4	Fringe Benefits Report	Within 15 days of Grant execution
5	New Hires/New Employees Information (Job Description & Resume) HUD certificate if certified counselor	10 Days prior to the Offer Letter of Employment being sent to the candidate
6	Notice of Vacant Position	Within 10 days following the vacancy
7	Non-expendable Equipment Report	Within 15 days of Grant execution and quarterly thereafter
8	Procurement Policies and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
9	Accounting Manual and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
10	Cost Allocation Plan (based on and tied to the most recent audit)	Within 30 days of Grant execution
12	Independent Financial Audit	Within 90 Days of the Close of the Grantee's Fiscal Year

	Report	Receipt Due Date
13	Single Audit Report (if applicable)	Within 30 Days of submission to the Federal Audit Clearinghouse
14	Auditor's Management Letter	Submitted with the submission of the Audit
15	Requests to revise Budgets and/or Workplans	Prior to the 1st day of June
16	Grantee's Close-Out Report (Section XV.) Inventory Report & Annual Report	Within 90 Days of the end of the Term of the Grant.
17	HUD 9902	Within 30 Days of Submission to HUD
18	HUD Monitoring Report	Within 30 Days of Receipt from HUD monitor or the HUD intermediary monitor.

Section X. Accounting/Audit Requirements

A. Accounting System

1. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in Exhibit B.

2. Accounting records should be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.

3. Any funds provided to the Grantee or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest-bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

Grantee shall submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year, contingent on the following:

1. Grantees receiving an aggregate of $1,000,000 or more from all funders in Federal funds must in accordance with Federal regulations obtain an independent audit (Single Audit Act of 1984 , Single Audit Amendments Act of 1996, and 2 CFR Part 200). A standard audit may be supplied pending the completion and submission of the Single Audit.

2. Grantees:
   (a) Required to be audited by any State or political subdivision(s) thereof (whether by statute or regulation) or
   (b) Who conduct an audit to submit to any government or private funder, or foundation or corporate funder or
   (c) Whose governing body or senior management obtains an audit,

   shall be required to submit that audit to the Grantor upon receipt of the same.

If the Grantee is not audited in accordance with (1) and (2) above, the following shall apply:

3. A Grantee whose corporate entity receives or expends less than $999,999 as reported to the Internal Revenue Service in the 990 Tax Return without amendments, deletions or summarized details must file with the Grantor a financial report prepared by an independent Certified Public Accountant and certified by the same that contains:
   - income statement or Statement of Activities,
   - balance sheet or Statement of Financial Position,
   - statement of Functional Expenses by program or cost centers such statement to break out separately the Grantor's funding by Grantor's program(s) separately from all programs or cost centers used.
   - statement of cash flows, and
   - independent review and certification of the financial statements including a review of the management's financial internal controls.

   In addition, the nonprofit organization must file a biennial audit that covers both years within a biennial period. See 2 CFR Part 200, Subpart F.

4. The Grantee shall fully clear any deficiencies noted in the audit reports within sixty (60) days after receipt by the Grantee.

5. . Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default of this Grant and may result in the withholding of future payments and/or debarment from participation in future Grants.

Section XI. Grant Administration

The Grant Administrator is:

William Winston
Associate Director for Community Services
DC Department of Housing and Community Development
1909 Martin Luther King Avenue SE, Room 304
Washington, D.C. 20020.

The telephone number is (771) 208-9628. All concerns regarding the technical implementation and interpretation of this Grant are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line-item changes and terms) where there is no dollar increase.

Section XII. Repayment of Grant Funds/Grant Performance Monitoring Default and Remedies

A. HUD Monitoring

The Grantee is subject to monitoring by HUD and agrees to provide all required information, data, records, files including client files, case notes, correspondence and emails, reports, beneficiary data, performance data, financial records, supporting documentation, to satisfy HUD monitoring. Notwithstanding the date of a finding by HUD, should HUD make a finding, the Grantee shall be responsible to cure the defect, and should HUD require repayment of Grant funds for any reason to the Federal Government, the Grantee shall be responsible for repayment in the amount specified by HUD. Repayment shall be made to the District of Columbia and by the District to the Federal authority in satisfaction of the HUD requirement. HUD monitoring is not confined to the performance period but extends through the record retention period provided in Section XV.

B. Grant Performance Evaluation

1. DHCD will monitor the performance of the Grantee to ensure that the goals and performance standards stated in the Statement of Work and Work Plan and RFA are being achieved according to schedule and within budget.

2. All records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. Grantee shall make timely submission of all information and/or records requested by DHCD or HUD to assess performance under the Agreement.

C. Suspension or Termination of Grant Assistance

1. In accordance 2 CFR 200.340 and 200.341 and 200.343, suspension or termination of CDBG Grant assistance may occur according to the Default provision in subsection D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner.

2. If Grantee fails to correct the substandard performance within thirty (30) days after receiving written notice from DHCD, suspension or termination of this Agreement will be initiated.

3. In accordance with 2 CFR 200.340(a), suspension or termination of Grant assistance may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

Subject to any applicable notice requirement and right to cure, the occurrence of any of the following shall constitute an event of default:

1. Failure to comply with any of the CDBG Program rules, regulations or provisions referred to in this Agreement, or such other Federal or District statutes, regulations, executive orders, District of Columbia mayoral orders, HUD rulings, policies or directives applicable to this Grant:

2. Failure to comply with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement.
3. Substandard performance by the Grantee or any of its agents under this Agreement, as determined in the sole and reasonable discretion of DHCD; or
4. Improper use of funds provided under this Agreement.

A determination of default shall be made in the sole and reasonable discretion of DHCD.

E. Remedies for Default

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of a written notice to the Grantee, Grantor may take one or more of the following actions, as determined in its sole discretion:

1. Terminate and suspend further disbursement of any remaining Grant assistance.
2. Disallow all or part of the cost of the activity or action that is not in compliance with this Agreement.
3. Wholly or partially suspend or terminate the current Grant award; or
4. Take other legal remedies that may be available.

F. Termination for Convenience

The Grant may be suspended or terminated on the basis of convenience as provided in 2 CFR 200.340(a).

G. Reversion to DHCD of Grant Assistance

1. Upon default by the Grantee under the terms of subsection D above, which has not been cured, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request the following:

i. Any Grant funds in its possession (whether or not committed),
ii. Any accounts receivable attributable to the use of Grant funds; and
iii. The portion of any income directly generated by (or the prorated proportion of) Grant funds for the activities described in this Agreement.

2. Upon final completion of the projects and activities for which CDBG funds have been provided by DHCD, expiration of the term of this Agreement, cancellation, or determination of this Agreement, the Grantee shall transfer any unspent, excess or surplus CDBG Grant funds, to include accounts receivable attributable to the use of the CDBG funds.

H. Grantor Non-Waiver

DHCD's delay or failure to act with respect to a breach by the Grantee does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section XIII. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, and 2 CFR Part 200, as deemed applicable by the Grantor. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Fund Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Organizational Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter arising from this Grant Agreement.

D. Cancellation Ceiling

H. Misuse of Grant Funds

Any alleged fraud, waste, abuse or mismanagement of Grant funds shall be immediately reported to the Grantor and the District of Columbia Office of the Inspector General ("OIG"). The OIG may be reached at (202) 724-TIPS (8477) and (800) 521-1639 or at oig.dc.gov

I. Nonassignability

Grantee will not sell, assign, pledge or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

Section XIV. Insurance

A. The Grantee shall obtain at least the minimum insurance coverage set forth in this Section XIV. and Exhibit H prior to the Effective Date and keep such insurance in force, as may be applicable, throughout the Grant period of performance.

B. Fidelity Bond: The Grantee must procure Fidelity Bond coverage in an amount equivalent to the total Grant budget. Pursuant to 2 CFR Part 200, Fidelity Bond coverage is required to protect the District's interest in the dollar amount of the Grant. Should Grantee be unable to procure a Fidelity Bond, Grantee shall submit proof that it has obtained general liability insurance that covers internal employee criminal activity or directors' and officers' liability insurance.

Section XV. Records Retention/Access

A. Records Retention

The Grantee shall retain all records demonstrating compliance with CDBG requirements and that are pertinent to this Grant for no less than five (5) years from Close-out of this Grant Agreement, including any extension thereof made in accordance with Section XVI. [Option to Extend] and including but not limited to Close-Out in IDIS of any HUD requirements. See Exhibit 5.1 in this link: https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-5.pdf

B. Extension of Retention Period

Notwithstanding the foregoing retention requirement in paragraph A above, if any litigation, claim, HUD monitoring or audit is initiated before the expiration of the retention period, records shall be retained for a period of not less than four (4) additional years following completion of the actions and resolution of all proceedings (e.g. litigation, claim, HUD monitoring or audit) involving the records.

C. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility, progress and achievement toward program goals and secure such records in a manner subject to applicable privacy laws. Such data may include, but is not limited to, client name, address, income level, case notes, correspondence and a description of service(s) provided. The Grantee shall use software which is HUD compliant to maintain client records. The Grantee shall transmit client records and files in a manner that is compliant with HUD's Personally Identifiable Information (PII) requirements.

D. Access to Records

All Grantee books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Grant funds shall be made available to the Department, HUD, its designee, representatives of the Inspector General of the District of Columbia or the Office of the DC Auditor at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.

E. National Objectives

The Grantee agrees to maintain documentation that demonstrates that the activities carried out with CDBG funds provided under this Grant meet the CDBG national objective of benefiting low- and moderate-income persons, as defined in 24 CFR part 570.208.

F. Copyright

If this Agreement results in any copyrightable material or inventions, DHCD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Section XVI. Federal and District Public Policy Requirements

Grantee shall fully comply with the following Federal and District policy requirements, as deemed applicable by Grantor:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federal-assisted and federal conducted programs and activities .

C. The requirements of Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

D. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.-) and implementing regulations at 24 CFR I part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

E. The requirements of Executive Order 11246, as amended by Executive Orders 11375. 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

F. The Conflict of Interest provisions of Federal and District laws strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of Federal funds to comply with 2 CFR 200.317 to 200.327 and

any sections of Title of 24 the Code of Federal Regulations concerning CDBG funding which are more restrictive than the Uniform Guidance Code for use of CDBG funds. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within (fifteen) 15 business days of execution of the Grant Agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict-of-Interest declarations to be executed by each employee and board member.

G. The Hatch Act. Chapter 15 of Title V. United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

H. The National Environmental Policy Act or other legislation implemented by 24 CFR part 58.

I. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement as Exhibit F.

J. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991H FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.

2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any grant,

or the entering into any extension. continuation. renewal, amendment of modification of any grant.

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and

c. He or she will include the language of the certification in all sub- grant awards at any tier and require that all recipients of sub-grant awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this Grant imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure, as the applicable grant shall so provide.

K. The Americans with Disabilities Act of 1990 (ADA) - Notwithstanding anything contained herein to the contrary, during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

L. The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are applicable pertaining to economic opportunities for low and very low-income persons. 24 CFR part 135.

M. First Source Program - Contractors and subcontractors of a government-assisted Project totaling $300,000 or more must comply with the District's goals for the recruitment, referral and placement of District residents. See D.C. Law 5-93, as amended, D.C. Official Code§ 2-219.01 et seq.

Section XVII. Close-Out Provisions

Activities and tasks during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor, and determining the custodianship of records (which shall remain the responsibility of the Grantee unless a determination is made otherwise). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over District appropriated funds and the record retention period, whichever is longest. Grantee shall submit the following items within the time frames indicated in this Section after completion of Grant activities or expiration or termination of this Agreement.

1. All activities are eligible, were completed and met a national objective.
2. All grant funds were expended in full, or all remaining funds are to be returned to Grantor.
3. All reporting requirements were completed and submitted (except for the final report that is submitted during the closeout process).
4. Any special conditions were met; and
5. All deficiencies or corrective actions affecting the Grant were resolved.

A. Grant Close-Out Report

The Grantee shall submit to the Grantor a Grantee's Close-Out Report ("Report") within ninety (90) days after expiration of the Grant term, termination of the Grant, or final payment for activities under this Agreement, whichever occurs later. This Report, at a minimum, shall include a narrative of the Grantee's completed tasks based on the activities, performance measures and goals set forth in the Statement of Work. The Report shall be completed using a form provided by the Grantor. The Grantee shall provide any information or data Grantor requests for Close-Out. In the Grantor's sole discretion, the reporting provided during the term of this Agreement may be accepted in lieu of the Grantee's Close-Out Report if those reports contain all information required in this section.

B. Documentation of Expenses

Within ninety (90) days after the expiration of the Grant, the Grantee shall provide to Grantor documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses.

C. Equipment Inventory

The Grantee shall submit to Grantor a list of all furniture, fixtures, equipment and vehicles purchased with Grant funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with 2 CFR Part 200.

D. Audit

The Grantee shall submit an audit or financial statement, as applicable, and as provided in Sections IX and X. of this Agreement.

E. Transfer of Records

Grantee shall, within ninety (90) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

F. Grantee's Obligations

The Grantee's obligations to DHCD remain in effect through the period of record retention as stated in Section XV.

Section XVIII. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion, and if legally permitted, extend the term of the Grant no more than two (2) times for one-year terms, or any fraction of one year, or multiple successive fractions thereof.

B. Grantor will endeavor to provide Grantee a preliminary written notice of its intent to extend at least thirty (30) days before the end of the Grant Term. The preliminary notice does not commit the District to an extension or authorize additional Grant funds to Grantee.

C. Any extension of this Grant is contingent upon the appropriation of funds for the applicable time period. However, the availability of funds shall not obligate the District to extend the Grant.

Section XIX. Total Agreement

The Grant Agreement, including specifically incorporated documents (to include the approved Statement of Work, the Work Plan, the approved Budget and the Grant attachments) constitute

the total and entire agreement between the Parties. Grantee understands and agrees to comply with the incorporated references contained in this Agreement and all applicable District and Federal laws and regulations.

Section XX. Applicable Law.

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia, unless otherwise controlled by federal law. In any proceeding relating to this Grant Agreement, each of Grantor and Grantee, hereby irrevocably submits to the jurisdiction of the Courts of the District of Columbia for the purposes of any suit, action or proceeding arising out of or relating to this Grant or transactions contemplated hereby.

Section XXI. Severability.

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XXII. Amendment.

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Grant activities, or the amounts specified in the Budget without the prior written approval of Grantor. The Grantee may request in writing approval of any proposed change to the Statement of Work or Workplan or the amounts specified in the eligible cost categories of the Budget and shall provide adequate supporting information and a revised budget along with its request. All such requests must be signed and dated.

Section XXIII. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or fully, by the Department.

1. The written or printed materials must include the authorized DHCD logo.

2. Written or printed materials include, but are not limited to, newspaper, radio and television announcements or advertisements, websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.
4. Grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to Grantee.
5. Grantee must provide copies of all marketing materials, brochures, flyers and other materials that publicize grant-funded activities to Grantor via email at dhcd.occo@dc.gov

Grantee shall publicize, as appropriate, to its constituency through social media, print, and online postings, DHCD communications and events that are related to Grant supported activities.

Section XXIV. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code§ 2-531 *et seq*. provides for the disclosure of public information. Specifically, the law provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Official Code § 2-170 l (13) .

This serves as your Notification that information /documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code§ 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXV. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

In the event of cancellation of the Grant because of non-appropriation of funds for a specific fiscal year, there shall be a cancellation ceiling of zero dollars.

E. Anti-Deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, Grantor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code§ 47.105. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-Deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section XI. of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements.
2. Performing technical evaluations as required.
3. Interpreting the Statement of Work and other language in the Grant.
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with the District and other laws and regulations applicable to the Grant.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

Emi Reyes
Chief Executive Officer
Latino Economic Development Corporation
of Washington DC
1401 Columbia, NW (Unit C)
Washington DC 20009
(202) 540-7400
ereyes@ledcmetro.org www.ledcmetro.org

appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, homeless status, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Sexual harassment is a form of sexual discrimination which is prohibited by the Act and Mayor's Order 2023-131 (Updated District Government Sexual Harassment Policy, Guidance, and Procedures), which is attached hereto as Exhibit I.

The prohibition against workplace sexual harassment extends to third parties doing business with or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies. By executing this Agreement, Grantee affirms that it will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1 I 00 et seq. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated.

Section XXVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addresses:

NOTICE TO GRANTEE:

Latino Economic Development Corporation
of Washington, DC
1401 Columbia Road, NW (Unit C)
Washington DC 20000
Attn: Emi Reyes (Chief Executive Officer)

NOTICE TO GRANTOR:

D.C. Department of Housing and Community Development
Community Services
1909 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
Attn: Director

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTOR SIGNATOR PAGE]

DISTRICT OF COLUMBIA, a municipal Corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Colleen Green
Director

Legal Review:

Julia Wiley
Office of the General Counsel
Department of Housing and Community Development

3/13/25
Date

[Signatures continue on the next page]

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTEE SIGNATURE PAGE]

LATINO ECONOMIC DEVELOPMENT CORPORATION OF WASHINGTON, D C
a District of Columbia non-profit corporation

Emi Reyes (Mar 18, 2025 12:37 EDT)

Emi Reyes
Chief Executive Officer

Mar 18, 2025

Date

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit A Services to be Provided

- Statement of Work
- Section 3.2 Services (from the FY25 RFA)
- Workplan as approved by the Grantor

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education and training services to support DHCD's housing programs and initiatives, and to promote compliance with District housing regulations. All of the services are intended to empower potential homeowners, actual homeowners, and tenants for the purpose of preserving of affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership; (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached workplan and performance measures. Marketing and outreach for the services provided is a activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of these service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling; (b)the Grantee's additional knowledge of the individual and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and it shall be maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow up and conduct a final assessment of the impact of the services provided. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program

A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling

CATEGORY C: TENANTS AND TENANT GROUPS
C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD

SECTION 3: PROGRAMMATIC REQUIREMENTS

3.1 Eligibility for Federal Funding

The services in this RFA will be conducted through grant agreements using Federal funds (Community Development Block Grant (CDBG) and, as available, some District Funds. The Department will provide a full informational briefing to the awarded grantee(s) about the grant funding source's ongoing administrative and programmatic requirements. Whether grants awarded under this RFA are funded locally or with federal funds, all grants will be managed to the higher standards and requirements whether Federal or District.

Federal regulations have established national objectives requiring all CDBG-funded activities beneficiaries to be at least 51% low- and moderate-income persons or households. The national objective is achieved through "limited clientele benefit"—that is, by verifying the incomes of each beneficiary of the services provided. The applicant must demonstrate that it has the capacity and the intention to verify the household incomes of beneficiaries to meet the national objective of providing benefits to 51% of low- and moderate-income persons.

Client income certification is also an important element of ongoing program activity for many DHCD housing programs. (See Section 3) Applicants should review in detail the federal income requirements for programs, activities, and grantee (sub-recipient) eligibility under the Community Development Block Grant program regulations at 24 CFR 570. 200-210,

- https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-570/subpart-C?toc=1

and HUD Housing Counseling Program Regulations: 24 CFR Part 214,

ps://www.ecfr.gov/current/title-24/subtitle-B/chapter-II/subchapter-B/part-214?toc=1

3.2 Housing Services: Description of Housing Programs and Services

Please Note: Specifications and programmatic requirements may change from time to time during the award period at the discretion of the Department.

The following describes seventeen services in the Housing Counseling Program. These constitute the services for which the Department is seeking Applicants to provide services to DC residents. Applicants should select at least one service for which they are applying; however, the Applicant may select more than one. The Department is not obligated by the Applicant's selection to make an award. Applicants are responsible to demonstrate their capacity in their application to provide the services for which they have applied. Capacity includes staffing patterns including qualifications and experience, other funding resources, case management systems and programmatic activities. Historical data can also be considered in demonstration of organizational capacity. Applicants should be aware of Legal Citations noted throughout this section as well as the references to the Code of Federal Regulations (CFR).

Category A: HOMEOWNERSHIP

A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program
A6: Income Certification for the Property Acquisition and Disposition Division (PADD) Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY

B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B12: Legal Services for Seniors and/or Coop & Condo Associations
B13: Technical Assistance for Coop and Condo Associations
B14: Technical Assistance for Owners of Small Rental Properties

CATEGORY C: TENANTS AND TENANT GROUPS

C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

Each particular service has specific requirements described in the following pages. Applicants are expected to utilize this guidance in the performance of these services.

CATEGORY A: HOMEOWNERSHIP

Legal Citations Governing Program Area in Category A

Applicants to provide services in Category 1 should review in detail the following legal citations governing the District's homeownership programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for homeownership pursuant to the relevant citations.

- Home Purchase Assistance Program: DC Code 42-2601 and 14 DCMR, Chapter 25
- Employer-Assisted Housing Program: DC Code 42-2501 and 14 DCMR, Chapter 36
- Inclusionary Zoning: Legislation Pending, Bill 17-586, 17-618, 17-619

A1: HUD Housing Counseling
This activity is open to applicant organizations which are HUD approved employing one or more HUD certified counselor(s). Such counseling is often (but not exclusively) in the pursuit of homeownership or credit repair and improvement or to improve their housing condition.

Grantees of this service should be familiar with 24 CFR 5.100 and with 24 CFR 214.

Housing counseling is independent expert advice provided by a HUD certified housing counselor (24 CFR Part 214) customized to the needs of the client. It is aimed at addressing housing barriers and providing support to the client to achieve their housing goals. This counseling service must include: (1) intake (2) financial and housing affordability analysis (3) an action plan[2] and (4) follow-up counseling to implement the action plan and achieve its stated goals *(24 CFR 5.100).*

The action plan should identify the steps needed for the client to achieve his/her housing goals. These actionable steps include, but are not limited to, review of the client's credit report with explanations of its meaning and items that impact (or may improve) the credit score, creation of a budget and methodologies to track one's income and spending, debt reduction planning, and savings planning. Follow-up should track the client's progress toward the goals of the action plan. Other programs and services including group educational opportunities may complement the one-on-one counseling with a certified counselor. Counselors, therefore, may appropriately make referrals to programs and services as well as to group educational activities that support and implement the goals of the action plan.

Counseling organizations are required to maintain case files including items 1-4 above as stated in 24 CFR 5.100. It is critical that files with records and case notes be kept in such a way that if a client's counselor is no longer available, either temporarily or permanently, another certified counselor in the organization can understand based on the file the client's circumstances, action plan, progress and where the client is in achieving his/her housing goals.

Organizations providing this service should have working experience with credit counseling and repair, with consumer credit bureaus and consumer credit laws. Ideally, they should be familiar with creditor tactics, liens, judgments, repossessions, and other obstacles to credit improvement.

It is critical for the counseling organization to make efforts to keep the client engaged in the counseling process and such attempts and outreach should be documented in the case file.

In accordance with HUD requirements, counseling organizations may close files if a client does not respond to outreach efforts over 60 days. The last outreach attempt should document that the file will be closed as of a specific date if nothing further is heard from the client. If the client should return to client after the 60 days, a new file should be opened.

[2] Except for reverse mortgage counseling.

Post-purchase follow-up

a) Grantees must continue their counseling relationship with customers once they become homeowners. This follow-up should continue for a period of time after purchase to ensure the homeowner's housing stability.
b) Grantees may make use of post-purchase programs using either their own programming or making referrals to other Grantees who provide such programming (*e.g.* B1 General Home Management and B2 Foreclosure Counseling).
c) If problems arise, it will be the grantee's responsibility to address them quickly as time is of the essence, and to address them as efficiently as possible. Where the District's investment is involved, counseling should include ways to protect the DC investment.
d) When working with clients who have an HPAP deferment period ending, Grantees must provide dedicated counseling services to those borrowers. In particular, grantees will be asked to make an updated assessment of each borrower's financial status regarding the appropriateness of continued deferment.
e) Potential delinquency, or foreclosure prevention, counseling will be provided to any borrower who is experiencing difficulty.
f) If problems continue with these loan clients, this counseling will become a home preservation activity.

A2 8-Hour Homebuyer Education Class (HBE)

This activity is open to applicant organizations which are HUD approved counseling organizations employing one or more Hud certified counselors.

The Department seeks HUD Approved organizations to provide the 8-Hour Homebuyer Class. This is in support of the Department's many programs for which the 8-Hour Homebuyer Class is a requirement, and also for other DC residents who seek to take this class in preparation for homeownership and for their knowledge.

Organizations should take as a serious obligation to conduct this class with knowledge staff (HUD certified counselors). The class is conducted in a traditional in-person setting or in a virtual online setting.

Those who successfully attend and complete the class should be provided with a DHCD certification (in the format approved by the Department) indicating their completion of the class and dated appropriately. Monthly attendance and award of certificates should be reported to the Department monthly. The class should be presented frequently enough to meet programmatic needs of DHCD programs. Class dates should be provided to the Department for inclusion on the DHCD calendar. Presentations should be given by staff, not outside speakers. Grantees are welcome to collaborate in the conduct of these classes.

A3: Intake for DC Homebuyer Programs (HPAP/EAHP/NEAHP)

The Home Purchase Assistance Program (HPAP) is the primary DHCD program for first-time homebuyers. HPAP provides interest-free loans that include closing cost assistance to eligible applicants. Under this program, homebuyers may have the opportunity to purchase houses,

condominiums, or cooperative units in the District. DHCD has additional homeownership programs which are associated with HPAP, and which are targeted to specific populations or geographic areas or may meet specific home buyer needs.

The satellite programs are:

(1) The Employee Assisted Housing Program (EAHP) provides assistance to District of Columbia Government employees, who are first-time homebuyers in the District; and

(2) The Negotiated Employee Assistance Home Purchase Program (NEAHP) provides down payment and closing cost assistance to certain District of Columbia Government employees whose position is covered by specific union collective bargaining agreements.

Wherever the acronym "HPAP" is used, the same applies to the EAHP and NEAHP programs.

Prior to HPAP Application

Clients interested in HPAP assistance who have a pre-approval from a lender, should be assisted with making an application to the HPAP as expeditiously as possible. Those without a pre-approval letter from a lender are required to engage in HUD Housing Counseling (see A1 above) in order that they have the benefit of credit counseling and homeownership preparation. The action plan should include the actionable steps needed to ensure success as a homeowner and to achieve a pre-approval letter from a lender. Once a pre-approval letter has been obtained, the client with the Grantee's assistance should proceed to making their application to HPAP.

Application Process

For grantee organizations, this relationship management function includes working with first-time homebuyers throughout the homeownership application, preparation, purchase, and post-purchase process. Counseling will be focused on low- and moderate-income populations.

Once HUD credit counseling is completed the HPAP process includes:

(Optional) Applicant organizations may conduct pre-purchase seminars which include information and requirements of the HPAP programs. A DHCD Certification should be provided to attendees and recorded with DHCD.

Application Intake includes document collection of those documents needed. These should be collected in person or by means of a secure portal. Email is not considered a secure means for transmission of information which could be used for identity theft or other criminal activity. Drop-off at a staff office to an employee is acceptable.

Once the application package is complete, the organization submits to the appropriate HPAP administrator.

Homebuyer Education (8-hour class) (A DHCD Certification should be provided to 8-hour Homebuyer Education attendees and recorded with DHCD.)

Post-Purchase follow-up (Records of those follow-ups should be maintained by the organization. See Post-purchase in Service A1)

Organizations will be responsible for: (1) the application process, which includes delivery of completed applications to the HPAP Administrators; (2) completion of the application form itself and collection of all required supporting documentation, and (3) maintaining performance and reporting data, and databases as needed by the Department.

A4: Inclusionary Zoning Orientations

Introduction to IZ/ADU Programs:

The District's Inclusionary Zoning (IZ) Program requires a certain percentage of units in a new residential development, or a substantial rehabilitation that expands an existing building, be set aside as affordable units. The goals of this program are to increase the supply of affordable housing for low- and moderate-income households, to support the creation of mixed-income communities, to prevent rising home prices from driving out low- and moderate-income residents, and to leverage the expertise and capacity of the private market to develop affordable housing.

Affordable Dwelling Units (ADUs) are defined as for-sale and for-rent homes that are locally restricted for occupancy by households whose income falls within a certain range and are generally offered at a below-market rate. ADUs are generally produced in exchange for zoning relief, tax incentives, public financing, and/or the right to purchase or lease District-owned land. Specific ADU provisions, such as the affordability period, income limits, and resale restrictions, are set out in deeds, covenants, land disposition agreements, ADU administration plans and other originating documents.

ADU provisions have historically varied from project to project, as each is a result of a unique negotiation or project approval. However, ADU restrictions are becoming more standardized and more similar to standard IZ requirements.

Organization roles and responsibilities:
Provide mandatory IZ Orientation. The department's PowerPoint presentation must be utilized. Presentation and answers to participants' questions must conform to agency guidelines.

DHCD seeks organizations which will provide programmatic rental and homeownership counseling services in support of both of the above programs. Information about these

programs is available through DC Housing Search https://www.dchousingsearch.org , counselors will be required to utilize DC Housing Search, and train potential customers in how to search for affordable housing through DC Housing Search.

Grantees will be required to become familiar with the program requirements and procedures, as required by DHCD. In the last few fiscal years, the IZ program has produced approximately 400 new affordable units each year.

Orientation:
In particular, organizations are required to conduct IZ Orientations to help residents to be familiar with all programmatic requirements for the IZ program.

Organizations must conduct and coordinate this mandatory orientation session in a traditional and virtual classroom settings. They must provide interested applicants/residents with the relevant terms of the program, including next steps and other information as required by DHCD.
DHCD currently provides standard slides and certificate templates to use for this orientation and will provide training to grantees.

Completion of this orientation class is mandatory before an individual may register for the IZ program and individuals must renew registration every two (2) years to remain on the IZ registration list.

The class must be conducted at least monthly beginning within 30 days after the grantee's application is approved. Coordination of this class will include publishing upcoming class dates, accepting reservations via phone, email, or other method, allowing walk-ins if space is available, providing attendees with a certificate of completion (in a format approved by DHCD) upon completion of the class and providing at least monthly attendee data to DHCD. It will also include ensuring that attendees receive all required training materials, and shall be presented by grantee staff, not outside speakers.

Grantees must train program participants in the terms and specifics of the IZ and ADU Programs (training guidance will be provided by DHCD) and provide additional pre and post homebuyer education training.

Grantees must also provide data to DHCD on a regular basis as determined and requested by DHCD, including but not limited to the names and contact details for individuals who have received a DHCD certificate and the number of attendees at IZ orientations.

A5: Income Certifications for the IZ/ADU Units Programs

The agency seeks two organizations to provide income certifications for participants in the Inclusionary Zoning and Affordable Dwelling Units programs. Income certifications are expected to be conducted under a uniform process prescribed by DHCD and following HUD Part 5. DHCD has established requirements for approving Certifying Entities, including

specific IZ and ADU training.

Grantees are expected to become Certifying Entities pursuant to DHCD requirements. Grantee organizations will be required to ensure that program participants understand that income and occupancy restrictions apply to their IZ units and ADUs. Grantees will also be expected to complete income certifications for newly selected households and for renewing tenants. Grantees will be working closely with individuals, property management/leasing staff, sales agents and DHCD. DHCD will provide the necessary forms and procedures, but Grantees will collect the necessary paperwork from individuals and complete the income and household size verification process. Upon successful certifications, Grantees will notify DHCD and the sales/leasing staff.

Such restrictions may include but would not be limited to: (1) the specific affordability period, (2) conditions for, or prohibitions against, subleasing, and (3) resale restrictions. Ongoing outreach and assistance to occupants of IZ units and ADU is required in the areas of programmatic requirements and homeownership counseling.

A6: Income Certification for PADD Applicants

The Property Acquisition and Disposition Division (PADD) encourages vacant and/or abandoned property owners to rehabilitate and/or occupy their properties. PADD acquires vacant, abandoned, and deteriorated properties through negotiated friendly sale, eminent domain, donation, or tax sale foreclosure, when owners are unwilling or unable to maintain their properties. PADD also disposes of properties in inventory by selling them to individuals or developers to be rehabilitated into high-quality affordable and market-rate single-family and/ or multi-family for-sale or rental housing in District neighborhoods.

For DHCD, the activities of this Division create affordable homeownership and rental opportunities for low- and moderate-income households. Grantees must counsel these households as they qualify for and occupy these new homeownership and rental units. DHCD seeks one or more organizations which will provide counseling or training services for affordable units made available through PADD.

Because PADD units are not produced through a traditional homebuyer program, an intensive marketing and outreach effort to our target population will be required of grantees. Counseling services will also involve conducting income certifications and re-certifications for purposes of admission and continuing participation in this program. Income certifications are expected to be conducted under a uniform process prescribed by the Department. For PADD, grantees must ensure that program participants understand that income, or occupancy, restrictions apply to their unit. Such restrictions may include but would not be limited to: (1) the specific affordability period; (2) conditions for, or prohibitions against, subleasing; (3) potential rent increases; and (4) resale restrictions. The specific unit covenant

terms will be communicated to stakeholders by the Department, but grantees must facilitate communication with stakeholders.

A7: Public Services: General Coaching and Information

Public Services may be undertaken by Applicants which have not yet obtained HUD Approval and may not employ a HUD certified housing counselors. (HUD Approved organizations who are applying for A1 or A2 do not need to apply for this service, since they are able to provide these Public Service activities in connection with their other lines of services.

These activities are frequent but not exclusively in a group setting. These may be virtual or in-person, as long as an in-person option is provided. Grantees may utilize Homebuyer Clubs as an effective tool for keeping clients engaged in homebuyer preparation when a long-term period is needed for better positioning to be a first-time buyer.

They may include group trainings on understanding credit and credit reports and involve savings programs.

Public service staff are required to train clients to utilize available tools, such as DC Housing Search https://www.dchousingsearch.org to locate affordable housing for sale and for rent.

CATEGORY B: COUNSELING AND TRAINING FOR HOME PRESERVATION

B8: General Home Management (Post-Purchase Non-Delinquent)

Post-purchase counseling is essential for Homeowners who have purchased their homes, are not delinquent in their mortgage payments and would like to remain successful by creating a realistic financial plan to avoid financial pitfalls and protect and retain their homeownership. Post-purchase counseling is essential to understand local post-purchase behavior, especially low-moderate income homeowners, that can be supported by education and supportive programs to ensure recent homeowners understand what to do in the event of hardships. Organizations that provide post-purchase counseling sessions and education workshops will ensure their topics consist of the following:

1. Prepare a maintenance plan for major household systems and repair strategies.
2. Emergency preparedness plan to assist client in case of disaster.
3. Understand consequences of not paying taxes, HOA payments or community assessments.
4. Explain the benefits of establishing an emergency fund and retirement or tax-incentivized accounts.
5. Provide knowledge of home improvement financing options like HELOCs and give counsel on how to apply for additional financing to renovate property.

6. Access the client's understanding of the process of refinancing the home and incurring more debt.

This counseling activity may include, but not be limited to, appliance warranty disputes, contractor disputes, disputes with mortgagors, will and estate issues, including transfer-on-death deeds, etc. In this service, grantees must serve as advisor-educators and are prohibited from giving legal advice. Grantee activities should focus on low—and moderate-income populations.

B9: Foreclosure Counseling

Homeowners who are delinquent in loan payments (as well as those in danger of delinquency) need to know what options are available to them. Similarly, those in foreclosure need to know their options and resources that may assist them, especially if available legal services are available.

Organizations are required to provide foreclosure prevention counseling that helps homeowners at risk understand the foreclosure process in Washington, DC, determine their legal rights and identify options to avoid foreclosure.
Organizations will assist struggling homeowners with loss mitigation, communicate with mortgage servicers and provide services such as the following:

1. Provide advice and coaching to assist clients with creating a budget based on financial goals. Assess the current financial situation and develop short and long-term strategies to reduce expenses and debt to achieve client goals.
2. Explain loss mitigation. Explain the requirements of a loss mitigation package and evaluate the client's loss mitigation options for FHA and non-FHA loans.
3. Provide examples of mortgage default scams and ways to avoid being a victim.
4. Explain the consequences and costs associated with a foreclosure, short sale, or deed-in-lieu.
5. Explain the foreclosure timeline and devise a plan if the client is unable to stay in the home and assist the client in mortgage default recovery. Demonstrate the impact of a mortgage default.
6. Work with displaced residents seeking referrals for housing.

Grantees work with homeowners who are delinquent in their mortgage payments, or who are in foreclosure, or in post-foreclosure. These counseling services are also offered to owners of multi-family properties, and ownership associations. This counseling serves as a central element of DHCD's overall foreclosure prevention strategy.

It is critical to address the District's foreclosure crisis. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Grantees also work with the Department of Insurance Securities and Banking (DISB) to protect clients against scam operations that prey upon residents who are subject to foreclosure. Grantee organizations extract data for outreach and targeting efforts from the Office of the Recorder of Deeds, which provides a listing of all official foreclosures in the

District on a weekly basis. DHCD seeks one or more organizations that will provide foreclosure counseling services which include, but may not be limited to, all of the above-described foreclosure prevention activities.

For grantees, this counseling function means working with troubled homeowners, utilizing all foreclosure prevention or mitigation tools available, and if necessary, working with customers throughout their foreclosure or post-foreclosure process. Grantees must provide full assistance and advice to troubled homeowners. Grantees will be responsible for: (1) assessing the homeowner's circumstances, (2) educating the homeowner about the full implications of mortgage delinquency and foreclosure (3) exploring and providing options of action for the homeowner (4) providing tools or alternative support that may further assist the homeowner (5) developing and executing a best action plan for either saving the home or undertaking the best course for the homeowner, and (6) tracking the results of their counseling efforts. In addition, grantees will provide ongoing performance and reporting data and databases maintained.

Post-Foreclosure Counseling: It is critical that grantees continue their counseling relationship with customers, even if the home cannot be saved. Grantees must follow up with troubled homeowners for a period of time after any action plan has been executed. If the home has not been saved, counseling should be made available, and if necessary, referral to other needed services. If the home has been saved, counseling follow-up is also necessary to ensure that the ongoing action plan is being properly implemented. If more problems arise, it will be the grantee's responsibility to address them as quickly and as efficiently as possible.

With the passage of the Saving DC Homes from Foreclosure Emergency Amendment Act of 2010, troubled or delinquent District homeowners have the right to engage in mediation prior to foreclosure. As a result, DHCD requires grantees to provide counseling related to this mediation process.

Grantees must be familiar with the Law, its regulations, and the mediation process which has been implemented by the Mediation Administrator at the DC Department of Insurance, Securities, and Banking. Grantees must educate troubled homeowners in the decision factors related to mediation election, and, if necessary, prepare them for mediation. In some cases, counselors may be asked to accompany, or represent, troubled homeowners in the mediation process. Grantees must ensure that all customers who elect mediation complete and submit proper documentation in a timely manner. Grantees must ensure that the best interests of troubled borrowers are protected throughout the mediation process. Finally, DHCD expects grantees to follow-up after the mediation process is complete to ensure that any final mediation agreement is properly implemented.

B10: Eviction Counseling

Applicants who have HUD certified counselors or NeighborWorks America foreclosure certified counselors may offer this service. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Training should also include knowledge of laws and legal procedures governing eviction.

Eviction has long created housing instability for renters, and especially among low- and moderate-income households. For those at the lower end of the economic scale, eviction has caused not only housing instability but also employment insecurity and homelessness. Studies have shown that lack of access to legal representation has resulted in markedly different and detrimental outcomes as compared to renters who have legal representation. After legal representation, the next most effective range of services includes alternative dispute resolution (or mediation), knowledge and guidance in court navigation, and effective management of legal and tenant-landlord documents. In addition to housing instability, eviction also has credit impact for the tenant.

It is critical to provide those in danger of eviction with counseling to make informed decisions. This includes access whenever possible access to legal services. Also, appropriate training includes information about tenants' rights and obligations, the credit impact of eviction, use of payment plan agreements, understanding of court processes and procedures, and access to alternatives to court procedures. When tenancy is lost, counseling for housing alternatives is needed and a path forward to credit repair.

B11: Single-Family Residential Rehabilitation Program

The Single-Family Residential Rehabilitation Program (SFRRP) administers grants to District homeowners for roof repairs and for modifications to eliminate barriers to accessibility for persons with mobility or other physical impairments. Projects approved for SFRRP require a covenant on the property to protect the District's funding of the project.
DHCD seeks one or more organizations which will provide application intake services to SFRRP applicants throughout the grant process.

> **Mandatory Counselor Intake Training:** Grantees for this line of service are required to attend training with the SFRRP team in September to be introduced to updated aspects of the SFRRP for FY25. It is critical that the grantee have a solid understanding of the updated program and the requirements for applications. Therefore, the September training is mandatory for SFRRP intake counselors.
>
> **Application Period:** Applications for SFRRP will only be taken between October 1, 2024, and December 31, 2024. To be considered applications during this period must be complete. Lack of required documentation or information will not "hold a place" in the program if not provided before the December 31, 2024. The Department at its sole discretion reserves the right to close the program prior to the deadline if funding is depleted or no longer available.

Information Session for Applicants: The Department will provide Grantees with a PowerPoint presentation outlining the program and its requirements. Intake counselors are required to use this presentation with all potential applicants either in a group sessions (such as an Orientation) or in a one-on-one session with the potential applicant.

Grantee's and Counselor's Responsibilities: (1) use the Department PowerPoint presentation to present the program to potential applicants, answering questions from residents interested in the program; (2) complete the application document and collection of **all required** supporting documentation *(incomplete applications will not be accepted)*; (3) post-application and post-grant support; and (4) providing performance and reporting data as required.

45 Day Period: It is critical that no application be uploaded in the SFRRP portal unless it is complete with all required documents and intake form completed. If an incomplete application is uploaded in the portal, the SFRRP staff will notify the counselor and the applicant that the application cannot be accepted. The notification state that what is complete and state the **applicant has 45 days** to provide the requested information including documents. After 45 days if the application remains incomplete, the application will be closed as incomplete for funding.

Application Portal: Counselors will need to provide their name and contact information (e.g. email) when uploading in case SFRRP program staff need to follow up.

Legal Citations Governing Program Area for Category B:

Applicants to provide any service in Category B should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

- Lead Safe Washington 24 CFR, Part 35, 24 CFR, Part 85.37, Section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992
- Single Family Rehabilitation 14 DCMR, Chapter 28 First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
- Saving DC Homes from Foreclosure Emergency Amendment Act of 2010 (DC Act 18-635; 57 DCR 12404)

B12: Legal Services for Homeowners and/or Coop & Condo Associations

The Department seeks organizations to provide legal services to provide one or both of the services noted below. Grantees will conduct outreach to low- and moderate-income populations in need of these services.

- Legal Services to Seniors
  Seniors who are homeowners can be assisted by the Applicant to have legal services to assist Seniors to avoid housing instability or the loss of ownership of their home. In addition to their own attorney staff, Applicants may seek *pro bono* services from other members of the Bar.

- Legal Services to Coop-Condo Associations
  Legal services may be provided to Cooperatives and/or Condominiums ("Associations") to ensure housing stability. If Associations have problems in areas of legal entity status, required legal or financial filings, compliance issues, risk management concerns, board and member training, best legal practices, and collection of association fees (to name of few), such issues may threaten the member's housing stability, and the owners' (or members') investment in their properties. Selected applicants will provide legal services to Associations in low- and moderate-income census blocks to mitigate these concerns, to preserve housing stability of owners and to ensure well-functioning Associations and Boards.

B13: Technical Assistance for Coop and Condo Associations

The Department seeks one or more organizations to provide technical assistance to Associations. The situation many Associations may face is a need for training in best practices of Association management. Training in best practices and frequently encountered problem situations may be offered by the grantee not only to the Association Board but also to the owners in the Association. Association boards and their member owners frequently face issues of association fees not being paid, lack of income to fund reserves, special projects that would require a special assessment, and decisions of taking court action or being the defendant in a court action. These are just a few of the legal issues which may arise for the Association, in addition to the more routine matters of by-laws and required legal documents for the operation of the Association.

B14: Technical Assistance for Landlords of Small Rental Properties

Landlords of small rental properties face enormous challenges. They frequently lack the staff and the resources of large multi-family properties to deal with the many details of operations and asset management. Small unit properties cannot readily absorb mistakes or challenges.

In a ten-unit property, one vacancy is a 10% vacancy rate, while one unit in a 100-unit property is 1% vacancy rate. Yet, small unit properties are often the affordable renter properties. To preserve this housing stock as an affordable option, DHCD seeks grantees to provide Technical Support to Owners of Small Unit Properties (of 30 units or less).

Services can be provided through group training as well as through one-on-one counseling. Like many small business owners, owners can often benefit from a better understanding of accounting practices and financial statements (balance sheet, income statement, cash flow report). Knowledge of financing options is another common to many business owners. Topics such as these are particularly suitable to the needs of owners.

1. **Property Management Software**: Landlords often need help selecting and implementing property management software to track rent payments, maintenance requests, tenant information, and other critical operational data.

2. **Legal Compliance**: Guidance on navigating complex local, state, and federal housing laws and regulations related to fair housing, security deposits, evictions, and other landlord-tenant issues.

3. **Financial Management**: Guidance with accounting, tax preparation, and financial planning specific to rental property ownership and operations.

4. **Maintenance and Repairs**: Access to vetted contractors, tradespeople, and service providers to handle property maintenance, repairs, and upgrades in a timely and cost-effective manner.

5. **Tenant Screening and Selection**: Guidance and best practices with tenant screening processes, background checks, and selecting responsible renters to minimize vacancies and evictions.

6. **Marketing and Leasing**: Help with listing vacant units, advertising, showing properties, and executing leases to keep units occupied.

7. **Emergency Response**: Guidance on developing emergency plans and protocols to address unexpected events like natural disasters, property damage, or tenant issues.

8. **Asset Management Issues**: The ratios and metrics of asset management for multi-family properties provide a helpful guide to best practices. For example: Many landlords are unaware of the effect that certain metrics have in their properties. Slow "Make-Ready" times, refers to the length of time it takes to prepare an apartment to be shown to prospective tenants. Similarly, "turn time" refers to the times it takes to find a renter and receive the first month's rent. Slow turn times are also a drain on resources. When there are slow "make ready" and slow "turn times" the combined effect can be detrimental for the property's future. High turn-over rates among renters is another draw on the income. Other issues and topics include: What to do when you have a tenant who is not paying rent? What are the alternatives to eviction? How do the Court work? Are there pre-eviction resources? What legal services are available to the owner?

CATEGORY C: TENANTS AND TENANT GROUPS: SERVICES RELATIVE TO Tenants Opportunity to Purchase Act, Rental Conversion and Sale Division, and Rental Accommodations Division

The DC Tenants Opportunity to Purchase Act (TOPA) seeks to protect tenants and tenant groups from displacement due to sale of the property. The law allows tenants to purchase their apartment building. Tenants have the choice of maintaining the apartments for rent or converting to cooperatives or condominiums. DHCD seeks to preserve affordable housing in the District and limit displacement of low- and moderate-income households. For groups that choose coop or condo conversion, this provides a path to homeownership.

DHCD provides both financial assistance and technical assistance, as well as specialized organizational and development services, for tenant groups who are pursuing the purchase of their apartment buildings. Through DHCD's Development Finance Division, organized tenant associations may be provided with seed money, earnest money deposits, and acquisition and/or rehabilitation assistance. After acquisition and rehabilitation, DHCD also provides ongoing Board training and property management support to the newly formed cooperative or condominium Boards.

C15: TOPA: Pre-purchase Training

DHCD seeks one or more organizations which will provide pre-acquisition organizational and developmental counseling and training to tenant groups or tenant associations in support of their intent to purchase their building. These tenant groups must be preliminarily qualified as eligible for DHCD's Tenant Purchase Technical Assistance program. Grantees must provide the following services to tenant groups:

a) establishment of a tenant association.
b) selection and appropriate training of Board members.
c) training of captains (court, building and floor).
d) training in roles and functions of committee members; (5) training tenant groups in detail about the building purchase process.
e) training tenant associations in property management techniques.
f) provide training to the tenant association on each type of ownership; and conducting surveys of tenant associations to determine the appropriate form of ownership for their building (cooperative or condominium).

It is critical that Grantees in this service maintain an outreach to educate and inform low- and moderate-income tenants about their rights and opportunities provided by TOPA. Grantees are encouraged to make this a central aspects of their marketing plan, and to create

opportunities as well as avail themselves of opportunities to participate in educational outlets to reach tenants. Collaboration with other Grantees in this or similar service lines is encouraged. Grantees should participate in DHCD when and as those opportunities for outreach are available.

While training the tenant association, the grantee must be able to prepare and submit appropriate documentation required in the purchase process, including but not limited to tenant profiles and feasibility analyses, response to Notice of Sale of Building, preliminary development, acquisition, and rehabilitation plans, and operational plans.

The grantees must have skill and experience in negotiating the lease or purchase of the building. In addition, grantees must assist tenant groups in procurement related to the development, purchase, and rehabilitation process, including but not limited to attorneys, architects, engineers, financial and developmental consultants, private developers, appraisers, and property managers.

C16: TOPA: Post-Purchase Training

DHCD seeks one or more organizations which will provide ongoing post-acquisition counseling services which include property management and Board training for properties which have been purchased and/or rehabilitated with financial assistance from the DHCD Development Finance Division's First Right Purchase program. Generally, these are multi-family properties that have been purchased through limited equity cooperative agreements or condominium purchases. Therefore, non-profit Board training and development skill and/or experience, as well as multi-family property management skills are critical to providing effective counseling services. Services to be provided under this activity may include, but are not limited to:

a) establishing standards of evaluation for each participant's financial status and leadership capacity.
b) conducting annual management reviews of all Boards, oversee election and
c) training of new Board members.
d) assisting in the establishment of appropriate arrangements with required service providers such as exterminators, garbage collectors, landscapers, etc.
e) assisting in capital management planning and a stabilization plan for rehabilitation and/or refinancing.
f) tracking property vacancies and reviewing new applications for membership.
g) establishing and reviewing membership guidelines.
h) technical assistance in accounting, budgeting, and the preparation of financial statements for long-term financial viability.
i) providing Board of Directors with training as appropriate; and

j) other required management and support duties. Grantees will assist the condominium or cooperative in developing a budget for the overall management and carrying costs of the property.

Grantees will assist the Board and membership in all aspects of management, such as completion of the audit, Fair Housing issues, required individual, property, and Board insurance, taxes, the role of Board officers, evaluation of monthly financial performance, training on lender compliance, i.e. loan payments, income requirements. DHCD will likely negotiate assignment of specific properties to grantees for this service.

Legal Citations Governing Program Area in Category C:

Applicants to provide any service in Category C should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
Tenant Purchase Technical Assistance Program DC Code 42-3404.02
Rental Housing Conversion and Sale Act of 1980, as amended (DC Code 42-3401.01 et. seq.) (Also known as the Tenant Opportunity to Purchase Act or "TOPA")

C17: Services for Tenants and Tenant Organizations
(in partnership with Housing Regulation Administration, Rental Accommodation Division, Rental Conversion and Sale Division).

Activities under this service will supplement and enhance the services provided by DHCD's Housing Regulation Administration (HRA), which includes the Rental Accommodations Division (RAD) and the Rental Conversion and Sale Division (CASD).

RAD administers the Rental Housing Act of 1985 (D.C. Official Code § 42-3501.01 et seq.) which regulates residential rental housing registration and the rent stabilization program (commonly known as rent control). RAD oversees rent adjustment procedures, processes notices to vacate, reviews tenant petitions prior to adjudication by the Office of Administrative Hearings and adjudicates most types of landlord petitions. RAD also proposes rules and regulations for administration of the Rental Housing Act for review and publication by the Rental Housing Commission.

CASD administers the Rental Housing Conversion and Sale Act of 1980 (D.C. Official Code § 42- 3401.01 et seq.) which regulates the sale or transfer of ownership interests under the

Tenant Opportunity to Purchase Act of 1980 (TOPA) (D.C. Official Code § 42-3401.01 et seq.), the conversion of use of rental housing to condominium or cooperative ownership and residential condominium formation and registration under the Condominium Act of 1976 (D.C. Official Code § 42-1901.01 et seq.). Further, CASD administers a Housing Assistance Payment program (HAP), under which tenants may be eligible for rent assistance if they are displaced due to the conversion of use of their apartment building to condominium or cooperative ownership.

CASD also proposes rules and regulations for administration of the Rental Housing Conversion and Sale Act of 1980.

DHCD seeks one or more organizations which will support RAD and CASD operations by providing counseling and tenant education services to tenants and tenant groups. Grantees must provide counseling and training assistance to tenants and tenant organizations regarding the District's rental housing laws and tenant and landlord rights and responsibilities.

For CASD, grantee organizations must provide counseling and training concerning: (1) tenants' TOPA rights when a landlord intends to sell, demolish, or discontinue rental housing use; (2) transfers of rental housing ownership or economic interests; (3) assisting tenants or tenant organizations in exercising their right to purchase; (4) informing tenants or tenant organizations relating to partner-investors and assigning TOPA rights; (5) conversion of use from rental housing to condominium or cooperative ownership by tenant elections, or conversion in lieu of tenant elections; (6) the Housing Assistance Payment program and relocation assistance; (7) tenant organization formation, incorporation, and registration; (8) protections for elderly or disabled tenants; (9) coercive or retaliatory activities; (10) tenant rights when rental housing is in foreclosure; (11) notices of intent to convert use from rental housing to condominium or cooperative ownership; and (12) relocation counseling for displaced tenants.

For RAD, service providers must demonstrate the ability to counsel and train tenants and tenant organizations on rent control provisions including properties that are regulated by or exempted/excluded from rent stabilization under the Rental Housing Act:

1) petition- based and annual rent increases.
2) executing and filing tenant petitions.
3) responding to landlord petitions.
4) protections for elderly and disabled tenants.
5) RAD's conciliation services.
6) notices to vacate and eviction procedures.
7) disclosures to tenants.
8) changes and decreases in services and facilities.

9) learning about and securing enforcement of housing condition regulations.
10) security deposits.
11) understanding lease provisions.
12) rent increases if a property is not under rent control.
13) appealing decisions of the Rent Administrator or the Office of Administrative Hearings; and
14) relocation counseling for displaced tenants. Note: Advocacy on behalf of tenant groups, or tenant rights assignees– including, but not limited to, legal advice or advocacy on tenants or tenant organizations' behalf in negotiations with a property owner–is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators, and not as advocacy groups. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns, or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a grantee is to ensure that tenants understand all available options.

Direct Counseling to Tenants and Tenant Groups: tenant counseling services will be designed to educate tenants in privately-owned properties about their legal rights and opportunities. This service is to be provided to tenants and tenant groups which are not subject to foreclosure and have not selected to exercise their Opportunity to Purchase Rights and/or Right of First Refusal under TOPA. It also includes providing other services and tenant education, which may not fall into the categories of services outlined above, such as eviction counseling, relocation counseling, apartment search, or apartment management.

DHCD seeks one or more organizations with the capacity to bring a range of resources to prevent involuntary displacement and to provide opportunities for continued affordable rental housing. Grantees must provide counseling services to tenants and tenant groups which include, but are not limited to: (1) outreach to tenant groups upon notice of one-year potential for subsidy expiration; (2) technical assistance in negotiations between owners and HUD relative to the renewal of federal subsidy contracts; (3) counseling for tenants in buildings where the subsidy will be lost and the tenant(s) must move; (4) counseling for tenants who are behind in their rent on best-action options; and (5) appropriately referring tenants who are in landlord/tenant disputes to all available resources. Grantees must also conduct research using the many databases and research tools available to identify properties that have a critical need for counseling assistance, including but not limited to DCHousingsearch.org. Note: Advocacy on behalf of tenant groups or tenants' rights assignee –including, but not limited to, legal advice or advocacy on tenants or tenant organizations behalf in negotiations

with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators and not as tenant advocates. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a prospective grantee is to ensure that tenants understand all available options.

Additional Legal Citations Governing Programs in Category C.

Applicants to provide any service in this Category and should review in detail the legal citations governing DHCD's rental accommodation functions:
(1) the Rental Housing Act of 1985, D.C. Official Code § 42-3501 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapters 38-44.
(2) the Rental Housing Conversion and Sale Act of 1980, D.C. Official Code § 42-3401 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapter 47.
(3) the Condominium Act of 1976, D.C.

Official Code § 42-1901 et seq.; (4) D.C. Official Code § 42-1901 et seq.; (5) the First Right to Purchase Program, title 14 of the District of Columbia Municipal Regulation, chapter 2700; and (6) Housing Conditions, Title 14 of the District of Columbia Municipal Regulations, Chapters 1-15. Submission of an application relevant to these services presumes that the applicant intends to meet all requirements to provide counseling to tenants and tenant groups pursuant to these above referenced citations.

3.3 Geographic Distribution of Services

The Department's decision to select one or more grantees to provide services will be influenced by the potential geographical distribution of service among the qualified applications received. Applicants can designate their proposed service areas in the District based on their by-laws, Board policies, etc. However, the Department reserves the right to designate any service areas it deems appropriate or necessary in making awards and negotiating grant terms. In reviewing the applicant pool, the Department's priority will be to ensure that excellent affordable housing counseling and training services are provided to all low- and moderate-income citizens of the District of Columbia. The Department will seek to bring parity in the quality of all housing services provided for all areas of the District through the award and ongoing management of these grants.

3.4 Marketing and Outreach

Marketing Plan to be submitted: Marketing and outreach are critical aspects of the grant's work. Grantees' efforts ensure these programs and services' success and desired impact. No Grantee or service is exempt from this requirement. Applicants must submit a detailed marketing and outreach plan for the services they are applying for. The plan should be detailed and not assume an understanding that has not been stated. Marketing should be included in the proposed budget and work plan.

DHCD will review and approve the marketing plan. In accordance with agency policy, marketing activities should highlight partnerships with and funding by DHCD.

Aspects of Marketing and Outreach to be considered:

- Continuous and consistent marketing and outreach are essential to achieving these services' objectives and maximizing public awareness of DHCD housing programs.
- Because of DHCD's diverse target population, grantees must utilize various marketing tools.
- Grantees are responsible for distributing DHCD program materials at community forums, public events, homeownership meetings, and fairs. Marketing and outreach may include but are not limited to, websites, email blasts, blogs, listservs, Twitter, Facebook, YouTube, Hope Hotline, flyers, door-to-door visits, community meetings, use of cable television (Channel 16), and public service announcements.

Coordinated with the Department: The grantee's marketing and outreach must be coordinated with DHCD. Grantees are expected to continually assess the success and impact of their marketing efforts to identify the most effective and efficient ways of reaching low– and moderate-income populations.

Participation in Department Marketing Activities: As required by DHCD, Grantees must participate in public activities and events related to housing opportunities. These may include but are not limited to tabling at events, participating in panel discussions, and providing speakers to groups, agencies, or organizations that request them.

DHCD Acknowledgement: Grantees must always acknowledge such housing assistance activities as Department of Housing and Community Development programs in any distributed print or electronic materials. DHCD must approve all such materials before distribution.

Use of DHCD Logo: All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or entirely, by the Department.

1. The written or printed materials must include the authorized DHCD logo.
2. Written or printed materials include, but are not limited to, newspaper, radio, and television announcements or advertisements. Websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.

4. The grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to the Grantee.
5. The grantee must provide copies of all marketing materials, brochures, flyers, and other materials that publicize grant-funded activities to the Grantor via email at dhcd.occo@dc.gov
6. The grantee shall publicize as appropriate to its constituency through social media, print, and online postings, DHCD communications, and events related to Grant-supported activities.

Diversity and Language Access in Marketing: Grantees must demonstrate the capability to effectively serve and communicate with the District's various non-English speaking and special needs populations. This means that marketing and outreach materials must be made available in multiple languages and media based on the needs of those populations. The grantee must demonstrate its intent and capability to comply with the District's Language Access Law. In addition, grantees must demonstrate the availability of appropriate staffing to ensure compliance with the District's Language Access Law.

3.5 Focus Areas and Neighborhood Revitalization Strategy Areas (NRSA)

DHCD has identified specific areas of the District as "Focus Areas." These Areas represent areas where the District has invested in funding to create and preserve affordable housing. Focus Areas follow main routes through the District and their associated neighborhoods. In many cases, business owners are centered on these major routes, while resident services will be seen as more appropriate for those in the communities. Applicants must ensure services are delivered to low- and moderate-income households or areas as part of their program (Housing Services, Small Business Technical Assistance, Façade Improvement). This is a CDBG requirement.

- For Housing Counseling applicants, these Focus Areas should be used to plan outreach activities to inform residents of their services.
- For SBTA and Façade grantees, the Focus Areas define the geographical areas of the District in which they will provide services. In this latter case, the Focus Areas define not only their outreach area but also their service area.

NRSAs Targeting East of the River

The Department obtained the HUD designation for the Neighborhood Revitalization Strategy Area (NRSA) for the Focus Areas in Wards 7 and 8. DHCD has designated areas of Historic Anacostia in the city's Southeast and Far Northeast communities as Neighborhood Revitalization Strategy Areas (NRSAs). This designation will allow the city to target Community Development Block Grant (CDBG) funding that supports economic and community revitalization efforts. These include Martin Luther King Jr Avenue, Marion Barry Avenue, Minnesota Avenue, and Benning Road. However, all areas of Ward 7 and Ward 8 remain the focus of the grantee's work and outreach.

For communities outside of the NRSA areas, DHCD has designated Focus Areas throughout the District. Applicants are encouraged to partner with other community-based organizations. This collaboration can include cross-disciplinary collaboration. For example, a Façade grantee may partner with an SBTA grantee to provide business owners various services encompassing both disciplines. Housing service grantees may partner to promote or provide services one grantee offers, but another may not. The key to collaboration is an outlook of being partners, not competitors.

The following is a list of the Focus Areas and some of their associated neighborhoods. The outreach plans can include other nearby neighborhoods, mindful of the low-income requirements. Each applicant is asked to select one or more Focus Areas for their application. Please note that this is a minimum, and applicants may choose more than three. Applicants will be asked to provide reporting on outreach activities.

The following is a list of the Focus Areas outreach plans, mindful of the low and income requirements.

Focus Areas/Neighborhoods

- **16th St NW Corridor** near the intersection with Havard St NW (Columbia Heights) in Ward 1
- **Georgia Ave and New Hampshire Ave NW Corridor** (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- **Rhode Island Ave and South Dakota Ave NE Corridor** (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 4 and Ward 5
- **M Street and South Capitol Streets SW Corridor** (Greenleaf and Waterfront) in Ward 6
- **Benning Road and Florida Ave NE Corridor** (NoMa/Ivy City/Trinidad) in Ward 5 and Ward 6
- **Minnesota Ave and Benning Rd NE Corridor** (Benning, Greenway) in Ward 7
- **Pennsylvania Ave and Minnesota Aves SE Corridor** (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- **East Capitol and Benning Rd Corridor** (Capitol View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- **Marion Barry Ave and Martin Luther King Aves SE Corridor** (Historic Anacostia, Fairlawn, Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- **Marion Barry Ave and Alabama Aves Corridor** (Skyland, Woodland, Garfield Heights) in Ward 8
- **Martin Luther King Ave and Alabama Ave Corridor** (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- **South Capital St and Chesapeake St SE Corridor** (Bellevue, Washington Highlands) in Ward 8

FY25 Housing Counseling Services Workplan

Organization Name:
Grant Number:

Performance Period: 2/1/2025 to 09/30/2025

RFA Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	NRSA Ward 7 & 8 All Services	Total
A1	HUD Housing Counseling	20	Number of First Time Homebuyers Purchasing Homes	Public Service or NRSA	$40,000.00	$0.00	$32,791.00	$72,791.00
A1		100	Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		160	Number of 1:1 Counseling Sessions (Budget & Credit)					
A1		80	Number of unduplicated households					
A1		200	Number of 1:1 Homebuyer Counseling Sessions					
A1		67	Number of unduplicated households					
A2	8-Hour Homebuyer Class	12	Number of 8-hour Homebuyer Educations Classes	Public Service or NRSA	$10,000.00	$0.00	$10,000.00	$20,000.00
A2		67	Number of Attendees of 8-hour Homebuyer Classes					
A2		50	Number of DHCD Certificates issued					
A3	HPAP (EAHP/NEAHP)	28	Number of HPAP Pre Purchase Orientations conducted	Non-Public Service or NRSA	N/A	$67,000.00	$0.00	$67,000.00
A3	(NPS ONLY)	333	Number of Attendees at HPAP Orientations					
A3		67	Number of Files submitted to HPAP Administrators					
A3		267	Number of 1:1 HPAP Counseling Sessions					
A3		67	Number of unduplicated households					
A4	IZ/ADU Orientations	16	Number of IZ Orientations Conducted	Public Service or NRSA	$15,000.00	$0.00	$20,000.00	$35,000.00
A4		533	Number of Attendees at IZ Orientations					
A4		533	Number of DHCD Certificates issued					
A5	IZ/ADU Income Certifications	167	Number of IZ/ADU Income Cetifications completed	Public Service or NRSA	$15,000.00	$0.00	$20,000.00	$35,000.00
A6	PADD	0	Number of PADD group training/coaching	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
A6		0	Number of Attendees at PADD group training					
A6		0	Number of 1:1 PADD sessions (if applicable)					
A6		0	Number of unduplicated households receiving 1:1 PADD sessions					
A6		0	Number of PADD Income Certifications					
A7	General Housing Services & Information (Group Training)	7	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)	Public Service or NRSA	$20,000.00	$0.00	$0.00	$20,000.00
A7		50	Number of Attendees at Financial Literacy Trainings					
A7		0	Number of Homebuyer Clubs Meetings					
A7		0	Total of Attendees at Homebuer Club Meetings					
A7		0	Number of group trainings or workshops not reported in other categories					
A7		0	Number of Attendes at group trainings or workshops not reported in other categories					
B10	Eviction Counseling	0	Number of Eviction workshops	Public Service or NRSA	$25,000.00	$0.00	$10,000.00	$35,000.00
B10		0	Number of Attendees at Eviction workshops					
B10		83	1:1 Eviction Counseling					
B10		43	Unduplciated households 1:1 Eviction Counseling					
B10		0	Number referred to Attorney(s) for Legal Services					
B10		0	Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)					
B10		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)					
B10		0	Number Evictions Prevented					
B11	SFRR	0	Number of SFRRP Orientations conducted (required)	Public Service or NRSA	N/A			$0.00
B11		0	Number of 1:1 Intake sessions					
B11		0	Number of unduplicated households					
B11		0	Number of complete applications submitted in SFRRP Portal					
B12	Legal Services for Seniors, Coops and Condos	0	Senior households receiving legal services	Public Service or NRSA	N/A			$0.00
B12	(Law Firm Subrecipients Only)	0	Coop Associations receiving legal services					
B12		0	Condo Associations receiving legal services					
B12		0	Number of Pro Bono Legal Services Recruited and Retained					
B12		0	Number of Trainings for Law Firms (Trainings)					
B12		0	Number of Attendees at trainings for Law Firms (Attendees)					
B12		0	Number of new partnerships initiated					
B12		0	Total Number of Trainings to and work with Pro Bono Provided					
B12		0	Number of outreach presentations conducted					
B12		0	Number of outreach activities conducted					
B12		0	Number of Senior Households that received Legal Counsel or Consultation					
B12		0	Number of Senior households that received Legal Representation					
B12		0	# of clients helped with Schedule H					
B12		0	# of clients helped with life planning docs					
B12		0	# pro bono attorneys engaged in housing-related matters					
B12		0	# veterans receiving legal counsel/advice					
B13	Technical Assistance for Co-Ops and Condo Associations	0	Number of Co-Op Associations receiving Technical Assistance					
B13	Coops	0	Number of Action Plans written for Co-Op Associations					

B13	Coops	0	Number of Successful Outcomes for Co-Op Associations	Public Service or NRSA	$0.00			$0.00
B13	Coops	0	Number of Asset Management Improvement Services Provided for Co-Op					
B13	Coops	0	Number of Asset Management Tactical Support Services Provided to Co-Op					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Legal Assistant Services provided to Distressed Co-Op Associations					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Organization Sustainability Tactical Support Services Provided to Co-Ops					
B13	Coops	0	Number of Ownership Educations Sessions provided to different ownership models including shared equity					
B13	Coops	0	Number of Relocation Plans completed and accepted for Co-Ops					
B13	Coops	0	Numbers of Trainings on Board Operations Governance & Management to Co-ops					
B13	Coops	0	Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management					
B13	Coops	0	Number of written Asset Management & Sustainability Plans for Co-Ops					
B13	Condos	0	Number of Condo Associations receiving Technical Assistance					
B13	Condos	0	Number of Action Plans written for Condo Associations					
B13	Condos	0	Number of Successful Outcomes for Condo Associations					
B13	Condos	0	Number of Asset Management Improvement Services Provided for Condo					
B13	Condos	0	Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo					
B13	Condos	0	Number of Asset Management Tactical Support Services Provided to Condo					
B13	Condos	0	Number of Legal Assistant Services provided to Distressed Condo Associations					
B13	Condos	0	Number of Consultative Services Provided to Condo Associations and Clients					
B13	Condos	0	Number of Organization Sustainability Tactical Support Services Provided to Condo Associations					
B13	Condos	0	Number of Relocation Plans completed and accepted for Condo Associations					
B13	Condos	0	Numbers of Trainings on Board Operations Governance & Management to condo associations					
B13	Condos	0	Number of written Asset Management & Sustainability Plans for Condo Associations					
B13	Coops and Condos	0	Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed					
B13	Coops and Condos	0	Number of Associations (Coops and Condos) referred to private/ nonprofit Law Firm					
B13	Coops and Condos	0	Number of Trainings on Development including Relocation and Construction Management					
B14	Technical Assistance for Small Apartment Owners (25 units and less)	0	Number of Inquiries Received	Public Service or NRSA				$0.00
B14		0	Number of Owners/Managers receiving Services					
B14		0	Number of Action Plans Written					
B14		0	Number of Action Plans Implemented/Completed					
B14		0	Number of Owners/Managers needing Asset Management Guidance					
B8	General Home Management (Post Purchase Non-Delinquent)	0	Number of Homeownership Preservation Workshops	Public Service or NRSA	$10,000.00		$20,000.00	$30,000.00
B8		0	Number of Attendees at Homeownership Preservation Workshops					
B8		3	Number of Post-Purchase Workshops (not including Homeownership Preservation)					
B8		33	Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)					
B8		33	Number of 1:1 Post-Purchase Counseling Sessions					
B8		33	Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions					
B9	Foreclosure Counseling	3	Number of Foreclosure Workshops	Public Service or NRSA	$10,000.00		$20,000.00	$30,000.00
B9		13	Number of Attendees at Foreclsoure Workshops					
B9		33	Number of 1:1 Foreclosure Counseling Sessions					
B9		7	Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions					
B9		0	Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)					
B9		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)					
B9		0	Number referred to Attorney(s) for Legal Services					
B9		0	Number of Foreclosures Prevented					
C15	TOPA Pre-Purchase Counseling & Training	132	Number of TOPA Meetings with Tenant Association	Public Service or NRSA	$50,000.00		$60,000.00	$110,000.00
C15		1323	Number of Attendees at TOPA Meetings					
C15		8	Number of TOPA Training Workshops to Tenants					
C15		67	Number of Attendees at TOPA Training Workshops					
C16	TOPA Post-Purchase Counseling & Training	5	Number of TOPA Post Purchase Training Workshops	Public Service or NRSA	$10,000.00		$10,000.00	$20,000.00
C16		43	Number of Attendees at TOPA Post Purchase Workshops					
C16		0	Number of unduplicated households					
C16		600	Number of one on one counseling sessions					
C16		0	Number of group training/coaching					
C17	Tenant Counseling for HRA - Rental Accomodation Division	0	Number of unduplicated households	Public Service or NRSA	$10,000.00		$5,000.00	$15,000.00
C17		0	Number of one on one counseling sessions					
C17		43	Number of group training/coaching					
C17		43	Number of Attendees at group training/coaching					
Marketing	MARKETING AND OUTREACH	7	Housing Fairs	Public Service or NRSA	$18,542.00		$25,000.00	$43,542.00
Marketing		11	Other Tabling Events					
Marketing		6667	Flyers Distributed					
Marketing		47	Social Media Posts (Facebook, LinkedIn, Instagram)					
Marketing		0	Mailings					

Marketing		0	Paid Advertizing (display ads in print)					
Marketing		0	Other					
Marketing		0	Other					
	TOTALS	12104			$233,542.00	$67,000.00	$232,791.00	$533,333.00

LEFTOVER MONEY	$0.00	$0.00	$0.00
TOTAL AVAILABLE TO LEDC	$233,542.00	$67,000.00	$232,791.00

Exhibit B Budget

- Schedules A (3-1) and A (3-2) for the First Performance Period

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

Rev. 12/09/2024

ORGANIZATION NAME:	Latino Economic Development Corporation
PERIOD OF PERFORMANCE:	2/1/2025-9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	
WARD (if applicable):	
TYPE OF ACTIVITY:	

Instructions: *Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$426,507.71	$0.00	$426,507.71
Credit Report	$0.00	$0.00	$0.00
Space	$0.00	$0.00	$0.00
Insurance	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Training	$0.00	$0.00	$0.00
IT Services & Support	$0.00	$0.00	$0.00
Contractors & Consultants	$11,009.10	$0.00	$11,009.10
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$437,516.81	$0.00	$437,516.81
Total Indirect Costs (De Minimis Cost Rate 15%)	$95,816.18		$0.00
Total Costs	$533,333.00	$0.00	$437,516.81

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 12/09/2024

ORGANIZATION NAME:	Latino Economic Development Corporation
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 to 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Number of Hours	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
Personnel Subtotals						$355,423.10

Fringe Benefits (Max 20%)	$71,084.62
Total NBAP Grant Personnel Costs	$426,507.71

Exhibit C Required Reporting

- Monthly Performance Report
- Monthly Report of Group Trainings
- Monthly Report on Outreach and Marketing Activities
- Monthly Reporting of Special Activities
- Monthly Reporting of changes in personnel relative to grant work and payroll
- Quarterly Beneficiary Data
- Quarterly Language Access Report
- Quarterly Data Report

DC Department of Housing and Community Development

Deadline 00/00/0000

FY25 RFA: Housing Services

SHOW PROGRAM OVERVIEW | SHOW PROGRAM REQUIREMENTS | SHOW RFA SECTION 3.2 - HOUSING SERVICES: DESCRIPTION OF HOUSING PROGRAMS AND SERVICES | SHOW LIBRARY | HIDE ZOOMGRANTS HELP | SHOW ANNOUNCEMENTS 1

ZoomGrants Help [hide this]

Creating a New Application to Submit
The 'Saving' screen is still flashing…now what?
Missed Deadline FAQs
Invite Collaborators to Work on Application

Applicant View

Application Status: Not Submitted

Basic Information | Part I and II-Application Narrative Questions | Budget | Organizational and Financial Capacity | Required Attachments | Activity Log

Report: **OVERDUE** | Report Totals

Ask a Report Question

(answers are saved automatically when you move to another field)

Instructions Show/Hide

As in the past, Performance Reporting is divided into three sections:

- **Workplan Metrics** (numbers only),
- **Accomplishment Narrative** (Text Boxes), and
- **Various uploads** (spreadsheets usually).

This data is extremely important. Reports can affect performance goals and funding. Your reports are used to report to the City Administrator, the Mayor (including DMPED) and to the District Council and its Committee on Housing. Where uploads are required, **use excel files or Word files.** This will allow your information to be uploaded into the database and reported to District leaders.

For **Workplan Metrics,** use only numbers or leave it blank. **Letters such as N/A are to be avoided.** This will make your report impossible to be uploaded in the DHCD database and will require your corrections. Only numbers zero (0) and above can be used. If a metric is left blank, it will be treated as a zero.

In the **Accomplishment Narrative**, text boxes are provided to provide statements of activities or the information requested. In the first Report, please answer Question 22 (Points of Contact) with all points of contact for the areas mentioned. Thereafter in subsequent months, if there are no changes, it is okay to say, "No Changes". The same is true for Question 21 (staffing). Please answer Question 23 (Success Stories), Question 24 (Good News), Question 25 (Other DC agencies and initiatives). Question 26 is important. Remember the RFA asked applicants to align outreach to the Focus Areas mentioned on pages 33 and 34 of the RFA. Mentioning specific Focus Areas in the narrative for Q26 is helpful.

The **Document Upload** section is where excel spreadsheets (usually, sometimes Word Documents) are uploaded. **PDFs cannot be uploaded into database.** [The District of Columbia is fortunate to have many DC Based Programs such as HPAP, IZ/ADU, PADD, SFRRP, TOPA, HRA/RAD related activities, as well as direct services to tenants and tenant groups, and services to Condo/Coop Associations. DHCD staff need monthly reporting in order to better do their work and respond to the needs of DC citizens. These reports are shared directly with the appropriate program manager.]

There three areas of your activities will be reported on a monthly basis to help us meet our HUD and DC Government requirements and the needs of DC residents.

Reporting for Fiscal Year 2025 will begin with Report # 1. The end of Government's fiscal year (9/30/2025) will conclude with Report # 10 and the close-out of FY25 Purchase Orders. The complete schedule is below for the monthly report.

Other Reporting: Beneficiary Data and Language Access

Other reports are also required. These include **Beneficiary Report** and **Language Access Report.** These two reports are required on a quarterly basis. These reports will not be answered within ZoomGrants. The Office of Program Monitoring will provide the spreadsheets to use for these quarterly reports. Please see your Grant Agreement for additional information about the monthly and quarterly reports. Please note, the Beneficiary Report corresponds to the sources and uses of your Grant Agreement. A separate Beneficiary Report is needed for each type of funding awarded: Public Service (PS), Non-Public Service (NPS) and NRSA Wards 7 & 8 PS and NPS.

These quarterly reports will be due:

Oct/Nov/Dec 2/24/2025

Jan/Feb/March 4/10/2025

April/May/June 7/10/2025

July/August/Sept 10/10/2025

Please note we cannot extend these deadlines since they are HUD's deadlines and not in our control. Please submit your report on schedule.

Please remember HUD views reporting and reimbursement requests as inseparable and therefore to be coordinated at the same time. Please avoid not filing on the deadline.

Monthly Reporting on Performance and Accomplishments

Report Number Period Covers Due Date

Report Number	Period Covers	Due Date	Notes
Report 1	FY25 Q1 (Oct/Nov/Dec)	03/03/2025	
Report 2	January	03/03/2025	
Report 3	February	03/10/2025	
Report 4	March	04/10/2025	
Report 5	April	05/10/2025	
Report 6	May	06/10/2025	
Report 7	June	07/10/2025	
Report 8	July	08/10/2025	
Report 9	August	09/10/2025	
Report 10	September	10/10/2025	

In ZoomGrants reporting, there are data questions. Please enter only a whole number. If a particular question doesn't apply to your statement of work and workplan, please enter zero. The narrative questions also require a response. If there is nothing to report in the narrative, please enter a statement such as "No changes" or "Not applicable".

Report 1: 3/3/2025

This report is OVERDUE. Submit Report 1

Agency

This is a branching question. The system will remove questions that do not apply to you based on your answer to Question #1.

Please disregard the number sequencing.

1. Identify Your Agency Name

This is a branching question. Only the questions that apply to your agency will appear.

- ○ CARECEN-Central American Resource Center
- ○ Centro de Apoyo Familar

- ○ Greater Washington Urban League, Inc.
- ○ Housing Counseling Services
- ○ Latino Economic Development Corporation of Washington DC
- ○ Legal Counsel for the Elderly
- ○ Lydia's House in Southeast, Inc.
- ○ Manna, Inc.
- ○ Marshall Heights Community Development Organization, Inc.
- ○ Mi Casa
- ○ Neighborhood Legal Services Program of the District of Columbia
- ○ University Legal Services

Workplan Accomplishment Metrics

2. A1: HUD Housing Counseling

Ignore the auto-total number.

Number of First Time Homebuyers Purchasing Homes

Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)

Number of 1:1 Counseling Sessions (Budget & Credit)

Number of unduplicated households

Number of 1:1 Homebuyer Counseling Sessions

Number of unduplicated households

3. A2: 8-Hour Homebuyer Class

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of 8-hour Homebuyer Educations Classes

Number of Attendees of 8-hour Homebuyer Classes

Number of DHCD Certificates issued

4. A3: HPAP (EAHP/NEAHP)

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of HPAP Pre Purchase Orientations conducted

Number of Attendees at HPAP Orientations

Number of Files submitted to HPAP Administrators

Number of 1:1 HPAP Counseling Sessions

Number of unduplicated households

5. A4: IZ/ADU Orientations

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of IZ Orientations Conducted

Number of Attendees at IZ Orientations

Number of DHCD Certificates issued

6. A5: IZ/ADU Income Certifications

Ignore the auto-total number.

Number of IZ/ADU Income Cetifications completed

7. A6: PADD

Ignore the auto-total number.

Number of PADD group training/coaching

Number of Attendees at PADD group training

Number of 1:1 PADD sessions (if applicable)

Number of unduplicated households receiving 1:1 PADD sessions

Number of PADD Income Certifications

8. A7: General Housing Services & Information (Group Training)

Ignore the auto-total number.

Number of Financial Literacy Trainings (including but not limited to credit & budgeting)

Number of Attendees at Financial Literacy Trainings

Number of Homebuyer Clubs Meetings

Total of Attendees at Homebuer Club Meetings

Number of group trainings or workshops not reported in other categories

Number of Attendes at group trainings or workshops not reported in other categories

9. B8: General Home Management (Post Purchase Non-Delinquent)

Ignore the auto-total number.

Number of Homeownership Preservation Workshops

Number of Attendees at Homeownership Preservation Workshops

Number of Post-Purchase Workshops (not including Homeownership Preservation)

Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)

Number of 1:1 Post-Purchase Counseling Sessions

Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions

10. B9: Foreclosure Counseling

Ignore the auto-total number.

Number of Foreclosure Workshops

Number of Attendees at Foreclsoure Workshops

Number of 1:1 Foreclosure Counseling Sessions

Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number of Foreclsoures Prevented

11. B10: Eviction Counseling

Ignore the auto-total number.

Number of Eviction workshops

Number of Attendees at Eviction workshops

1:1 Eviction Counseling

Unduplciated households 1:1 Eviction Counseling

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number Evictions Prevented

12. B11: SFRR

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of SFRRP Orientations conducted (required)

Number of 1:1 Intake sessions

Number of unduplicated households

Number of complete applications submitted in SFRRP Portal

13. B12: Legal Services for Seniors, Coops and Condos

Ignore the auto-total number.

Senior households receiving legal services

Coop Associations receiving legal services

Condo Associations receiving legal services

Number of Training for Law Firms

Number of Attendees at law firm training

Number of outreach activities

Number of new partnerships initiated

Number of clients helped with Schedule H

Number of clients helped with life planning docs

Number pro bono attorneys engaged in housing-related matters

Number veterans receiving legal counsel/advice

14. B13: Technical Assistance for Coop

Ignore the auto-total number.

Number of Co-Op Associations receiving Technical Assistance

Number of Action Plans written for Co-Op Associations

Number of Successful Outcomes for Co-Op Associations

Number of Asset Management Improvement Services Provided for Co-Op

Number of Asset Management Tactical Support Services Provided to Co-Op

Number of Consultative Services Provided to Co-Op Associations and Clients

Number of Legal Assistant Services provided to Distressed Co-Op Associations

Number of Organization Sustainability Tactical Support Services Provided to Co-Ops

Number of Ownership Educations Sessions provided to different ownership models including shared equity

Number of Relocation Plans completed and accepted for Co-Ops

Numbers of Trainings on Board Operations Governance & Management to Co-ops

Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management

Number of written Asset Management & Sustainability Plans for Co-Ops

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Co-Op Associations

Number of Associations (Coops) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Co-Op Associations

15. B13: Technical Assistance for Condo Associations

Ignore the auto-total number.

Number of Condo Associations receiving Technical Assistance

Number of Action Plans written for Condo Associations

Number of Successful Outcomes for Condo Associations

Number of Asset Management Improvement Services Provided for Condo

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo

Number of Asset Management Tactical Support Services Provided to Condo

Number of Legal Assistant Services provided to Distressed Condo Associations

Number of Consultative Services Provided to Condo Associations and Clients

Number of Organization Sustainability Tactical Support Services Provided to Condo Associations

Number of Relocation Plans completed and accepted for Condo Associations

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

19. C17: Tenant Counseling for HRA - Rental Accommodation Division

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

Number of Attendees at group training/coaching

20. Marketing & Outreach

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Housing Fairs

Other Tabling Events

Flyers Distributed

Social Media Posts (Facebook, LinkedIn, Instagram)

Mailings

Paid Advertising (display ads in print)

Other

Accomplishment Narrative

21. Staffing Information: Any changes (terminations or new hires) in staff members who are on the grant? Or in the Executive Leadership or Management Team? Number of HUD Certified Counselors (expressed as FTEs) on staff at the

end of this reporting period?

Maximum characters: 1000. You have 1000 characters left.

22. Who are the current Points of Contact and email for the following: 1) Executive Leader (NOTE: Executive leader is copied on all communication): 2) Grant/Fund Development: 3) Grant/Accounting: 4) Program Managers/Directors/Supervisors:

Maximum characters: 1000. You have 1000 characters left.

23. Please provide us with client success story/stories for this quarter by program. You may provide a link to an article that has been written for other purposes (newsletter, website, or newspaper article).
Redact (use a pseudonym) for any client name or other personal identifying information if you have not received a release.

Maximum characters: 3000. You have 3000 characters left.

24. Any good news to share? Any events and activities coming up? (e.g. obtained other grant funds to leverage DHCD grant, Open Houses, Presentations, Community Events, etc.)
Upload a calendar of upcoming program events (in-person or webinars).

Maximum characters: 3000. You have 3000 characters left.

25. Describe your organization's involvement in other projects or initiatives with other District agencies.

Maximum characters: 3000. You have 3000 characters left.

26. Describe your marketing and outreach during this period. What groups or areas did you market to, numbers, and in what way did you contact them (mail, event, email, personal, media, etc.)?

Maximum characters: 3000. You have 3000 characters left.

27. Describe any specific obstacles (if any) to your organization's program or service delivery during this period?

Maximum characters: 3000. You have 3000 characters left.

Documents Requested *	Required?	Uploaded Documents *	
ALL: Procurement Report, as applicable Download template: Procurement Report			Upload
ALL: Language Access for Outreach and Group Sessions Download template: Language Access for Outreach and Group Sessions	Required		Upload
ALL: Calendar of Next Quarter (3 months) of Orientations, Trainings, Workshops & 8-Hour Classes	Required		Upload
A-2 HBE 8-Hour Class Attendance Certificates Download template: A-2 HBE 8-Hour Class Attendance Certificates			Upload
A-3 Homebuyer Assistance Program Intake Download template: A-3 Homebuyer Assistance Program Intake			Upload
A-4 IZ Orientation Attendance Certificates Download template: A-4 IZ Orientation Attendance Certificates			Upload
B-11 SFRRP Intake Download template: B-11 SFRRP Intake			Upload
C-15 and C-16 TOPA Reporting Download template: C-15 and C-16 TOPA Reporting			Upload
C-17 Training for Tenants and Tenant Organizations Download template: C-17 Training for Tenants and Tenant Organizations			Upload

* *ZoomGrants™ is not responsible for the content of uploaded documents.*

CDBG PUBLIC SERVICE* HOUSING COUNSELING (HC) PROGRAM

HEAD OF HOUSEHOLD DEMOGRAPHICS

IDIS Number	
Community Based Organization (CBO)	
National Objective/Matrix Code	
Project Analyst	
Proposed HOUSEHOLDS TO Serve	
Total HOUSEHOLDS Served	
Difference Used for CAPER Analysis	

Tip #1	Avoid Duplicative Reporting
Tip #2	Complete each cell; even if N/A (Not Applicable)
Tip #3	Do not complete Greyed-Out Cells
Tip #4	Based on HEAD of HOUSEHOLD
Tip # 5	Submit Quarterly
Tip #6	Public Service - HC that cannot show proof a home was purchased.
Tip # 7	OPM - Kelly Ann Morrow, DHCD Grant Management Officer, kelly-ann.morrow@dc.gov

HEAD OF HOUSEHOLD CHARACTERISTICS

Race/Ethnicity/Household Composition	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
White	0	0		0	0																					0	0	0
Black/African American	0	0		0	0																					0	0	0
Asian	0	0		0	0																					0	0	0
Native American/Alaskan Native				0	0																					0	0	0
Native Hawaiian/Other Pacific Islander				0	0																					0	0	0
Native American/Alaskan Native & White				0	0																					0	0	0
American Indian/Alaskan Native & White				0	0																					0	0	0
Asian & White				0	0																					0	0	0
Black/African American & White				0	0																					0	0	0
Native American/Alaskan Native & Black/African American				0	0																					0	0	0
Other Multi Racial				0	0																					0	0	0
Did Not Report				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Income Data (In accordance with HUD Part 5)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
Extremely Low 0-30 %	0			0	0																					0	0	0
Low 31%-50%	0			0	0																					0	0	0
Moderate 51%-80%	0			0	0																					0	0	0
Non-Low/Moderate 81% - 110%				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Additional Data (Does not apply to Single Family Residential Rehabilitation Program)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
With New or Continuing Access to Service or Benefit	0			0	0																					0	0	0
With Improved Access to Service or Benefit				0	0																					0	0	0
Received a Service or Benefit that is No Longer Substandard				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Language Access

The recent Executive Order of the President makes English the Official Language of the United States.

Grantees may translate forms, document, trainings into other languages as they deem appropriate for the benefit of clients.

Grantees may also make provision for clients to have access who are English Proficient/Non-English Proficient (LEP/NEP).

The Language Access line remains available to Grantees. OPM can provide the phone number.

Grantees are encouraged to report on a quarterly basis concerning language accommodation for clients.

Tracking includes:

- Language
- Use of interpreter, bi-lingual staff person or language access telephonic line
- Used on the group basis or individual and the number of each

Exhibit D Method to determine Client Eligibility for Services

Method to determine Client Eligibility for Services:
By Household

DHCD will provide the spreadsheet to use for this Quarterly Report

If a grantee has two or three sources/uses of grant funds, a separate report is needed for each.

Sources/Uses includes

1. Public Services (PS),
2. Non-Public Services (NPS) and
3. NRSA Wards 7 & 8 PS & NPS.

For each the Household report includes:

Section 1

Grantees will provide the following information concerning race/ethnicity which shall be recorded by

- Ward,
- Head of Household,
- Tenant/Owner

White
Black/African American
Asian
Native American/Alaskan Native
Native Hawaiian/Other Pacific Islander
Native American/Alaskan Native & White
American Indian/Alaskan Native & White
Asian & White
Black/African American & White
Native American/Alaskan Native & Black/African American
Other Multi Racial
Did Not Report
TOTAL

Section 2

Also, each household shall be counted by income category using the CDBG income categories and dollar amounts. (See chart in this exhibit.)

Section 3

Lastly, each household shall be counted by CDNG service category.

With New or Continuing Access to Service or Benefit
With Improved Access to Service or Benefit
Received a Service or Benefit that is No Longer Substandard

The Number of Households in each of the above calculations be the same. That is, if 100 households are reported in Section 1, there must be 100 in reported also in Sections 2 and 3.

This procedures is repeated for:

- Non-Public Service Activities
- NRSA Wards 7 & 8 Public Service and Non-Public Service

INCOME LIMITS WITH UNCAPPED LIMITS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
U.S. Department of Housing and Urban Development (HUD) FY 2023
Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	**84,400**	**96,450**	**108,500**	**120,550**	**130,200**	**139,850**	**149,500**	**159,150**

	Median Income	**Family Four Low Income Limit**
DC	**$152,100**	**$95,300**

This grant will consider eligibility based on Household Beneficiary Data

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit E Budget Modification Form

BUDGET MODIFICATIONS

To request a Budget Modification, please reach out to your Point of Contact with Community Services to request the excel file.

The excel file should be returned to Community with the details (below) about your request. You may also send a PDF of the excel file in addition to the excel file itself. The excel is needed to upload to the database.

There should be a cover letter from the Executive Director requesting the modification as outlined in excel file attached. Only the Executive Director as a signatory to the Grant Agreement can request a Budget Modification.

The Excel file will guide you through the process.

The Excel template asks you for each line item in the A 3-2 (Personnel) to indicate the current budget and the requested budget modification for:

- Hourly rate
- Number of Hours to be charged to the Grant (total for the year)

Similarly for the A 3-1 the template asks the current Budget Amount for each line item and the requested modification amount for each line item in the A 3-1.

Each line item in the A 3-1 and A 3-2 must be included in the Modification.

The deadline to request a Budget Modification is June 1st of each year.

The Community Services team is available to provide technical assistance.

Cost Category	Current Budget	Increase (Decrease)	Requested Modificastion Amount
Personnel (Salary & Fringe)	$0.00	$0.00	$0.00
Credit Report	$0.00	$0.00	$0.00
Space	$0.00	$0.00	$0.00
Insurance	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Training	$0.00	$0.00	$0.00
IT Services & Support	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$0.00	$0.00	$0.00
Total Indirect Costs (De Minimis Cost Rate 15%)	$0.00		$0.00
Total Costs	$0.00	$0.00	$0.00

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit F Drug Free Workplace Certification

Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants also should review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact.

1. Lobbying

As required by Section 1352, Title 31 of the U.S. Code and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) no Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) if any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - III, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) the undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. Debarment, Suspension, and Other Responsibility Matters (Direct Recipient)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510–

A. The applicant certifies that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public Federal, State, or local transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification); and

(d) have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F. for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620–

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) establishing an on-going drug-free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace,

(2) the applicant's policy of maintaining a drug-free workplace,

(3) any available drug counseling, rehabilitation, and employee assistance programs, and

(4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) abide by the terms of the statement; and

(2) notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020. Notice shall include the identification number(s) of each effected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and incising termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (1), (c), (d), (e), and (f).

B. The applicant may insert in the space provided below the sites) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, ZIP code)

4. Drug-Free Workplace (Grantees Who Are Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, subpart F, for grantees as defined at 28 CFR Part 67; Sections 67 615 and 67.620–

1. as a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

2. if convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Housing and Community Development
1800 Martin Luther King Jr., Avenue SE
Washington, DC 20020.

As the duly authorized representative of the applications,
I hereby certify that the applicant will comply with the above certifications.

Grantee Name and Address Latino Economic Development Center, 1401 Columbia Rd NW, Unit C-1, Washington DC, 20009

Latino Economic Development Center Housing Services

1. Application Number and/or Project Name

52-1749216

2. Grantee IRS/Vendor Number

Emi Reyes, Executive Director

3. Typed Name and Title of Authorized Representative

Emi Reyes (Oct 3, 2024 17:04 EDT)

4. Signature

10/02/24

5. Date

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit G Service Area Eligibility

This grantee provides services to residents of all DC Wards and will focus on the neighborhoods in these corridors where DHCD has invested resources for housing development.

- 16th St NW Corridor near the intersection with Havard St NW (Columbia Heights) in Ward 1
- Georgia Ave and New Hampshire Ave NW Corridor (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- Rhode Island Ave and South Dakota Ave NE Corridor (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 5
- M and South Capitol Streets SW Corridor (Greenleaf/Waterfront) in Ward 6
- Benning Road and Florida Ave NE Corridor (NoMa/Ivy City/Trinidad) Ward 6
- Minnesota Ave and Benning Rd NE Corridor (Benning, Greenway) in Ward 7
- Pennsylvania Ave and Minnesota Aves SE Corridor (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- East Capitol and Benning Rd Corridor (Capital View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- Marion Barry Ave and Martin Luther King Aves SE Corridor (Historic Anacostia, Fairlawn Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- Marion Berry Ave and Alabama Aves Corridor (Skyland, Woodland, Garfield Heights) in Ward 8
- Martin Luther King Ave and Alabama Ave Corridor (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- South Capital St and Chesapeake Aves SE Corridor (Bellevue, Washington Highlands) in Ward 8

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit H Insurance Requirements

DHCD-BILL WINSTON-GRANT FOR VARIOUS COMMUNITY-BASED ORGANIZATIONS HOUSING COUNSELING AND SERVICES AF07082024

INSURANCE

A. GENERAL REQUIREMENTS. The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this grant, the types of insurance specified below. The Grantee shall submit a Certificate of Insurance to the Grant Administrator (GA) giving evidence of the required coverage prior to commencing performance under this grant. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the GA.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Grantee and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this grant, with the understanding that any affirmative obligation imposed upon the insured Grantee or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its subcontractors, and not the additional insured. The additional insured status under the Grantee's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the GA in writing. All of the Grantee's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Grantee or its subcontractors, or anyone for whom the Grantee or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the GA with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the GA in writing), covering liability for all ongoing and completed operations of the Grantee and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an

Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or it's equivalent) to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the GA in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee in connection with work under this agreement, with a minimum combined single limit of $1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Grantee shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Defense costs shall be in addition to and not erode the limits of liability
e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or it's equivalent)

3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

   Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   The Workers Compensation and Employers Liability shall be further endorsed to:
   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the GA of commercial umbrella or excess liability insurance with minimum limits of $5,000,000 per occurrence and $5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS
Any and all subcontractors engaged by Grantee for work under this agreement shall be required to have the same insured required of Grantee. Should the Grantee wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Grantee shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Grantee. In either instance, the Grantee must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

E. DURATION. The Grantee shall carry all required insurance until all grant work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this grant and two years for non-construction related grants.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the Grantee's liability under this grant.

G. CONTRACTOR'S PROPERTY. Grantee and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.

H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the grant price.

I. NOTIFICATION. The Grantee shall ensure that all policies provide that the GA shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Grantee no long complying with the above requirements. The Grantee shall provide the GA with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the GA with an updated Certificate of Insurance should its insurance coverages renew during the grant. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Grantee at least 30 days' notice of the change. Grantee must comply, at your expense, and deliver to the GA evidence of compliance before the change becomes effective.

J. CERTIFICATES OF INSURANCE. The Grantee must send to GA, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Grantee must also provide us with evidence of renewal before the expiration date of each insurance policy. Grantee is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . Certificates of insurance must reference the corresponding grant number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:
William Winston, Grant Administrator (DHCD)
1909 Martin Luther King Jr Av SE, Washington DC 20020
771-208-9628
Bill.winston@dc.gov

The GA may request and the Grantee shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Grantee expires prior to completion of the grant, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the GA prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the GA on an annual basis as the coverage is renewed (or replaced).

K. DISCLOSURE OF INFORMATION. The Grantee agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Grantee, its agents, employees, servants or subcontractors in the performance of this grant.

L. CARRIER RATINGS. All Grantee's and its subcontractors' insurance required in connection with this grant shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.

M. WARRANTIES. When applicable, the Grantee should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). GA should collect, review for accuracy, and maintain all warranties for goods and services.

Exhibit I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Mayor's Order 2023-131

GOVERNMENT OF THE DISTRICT OF COLUMBIA
ADMINISTRATIVE ISSUANCE SYSTEM

Mayor's Order 2023-131
October 31, 2023
SUBJECT: Updated District Government Sexual Harassment Policy, Guidance, and Procedures

ORIGINATING AGENCY: Office of the Mayor

By virtue of the authority vested in me as Mayor of the District of Columbia by sections 422(2), (3), and (11) of the District of Columbia Home Rule Act of 1973, 87 Stat. 790; Pub. L No. 93-198, D.C. Official Code §§ 1-204.22(2), (3), and (11), it is hereby **ORDERED** that:

I. PURPOSES AND BACKGROUND

This Order incorporates provisions of, updates, and supersedes Mayor's Order 2017-313, dated December 18, 2017, regarding sexual harassment in District of Columbia ("District") Government workplaces.

In addition to providing procedural updates to the District's sexual harassment policy, this Order establishes and directs the Sexual Harassment Task Force to further examine the District's sexual harassment policies and provide recommendations to further the goal of a harassment-free workplace; establishes obligations of District Government employees; adds Mayor's direct reports to those required to be referred for outside investigation of sexual harassment; and bans all sexual and romantic relationships between supervisors and the employees in their chain of command.

This Order reaffirms that the District Government does not tolerate any form of inappropriate workplace conduct including sexual harassment, nor does it tolerate sexual harassment in non-employment interactions between District Government employees and the public. Sexual harassment is recognized as one of the most unjust, demeaning, and demoralizing examples of workplace misconduct.

This Order also requires that employees be trained on sexual harassment every year and provides additional specificity as to the qualifications and role of Sexual Harassment Officers.

Further, this Order directs agency compliance with the Sexual Harassment Data Collection and Reporting Act of 2022, D.C. Law 24-171, D.C. Official Code § 1-546.01, and clarifies, consistent with the Human Rights Enhancement Amendment Act of 2022, D.C. Law 24-172, D.C. Official Code § 2-1402.11(c-2), the definition of sexual harassment.

II. INDIVIDUALS AND ENTITIES COVERED

A. Prohibitions and Protections

1. This Order is intended broadly to prohibit sexual harassment in all interactions with District Government employees and officials and persons acting on behalf of the District Government, and to facilitate speedy investigation and non-monetary remedial action including warnings to stop offensive behavior, additional training, reassignments, and personnel and contract actions.

2. The District of Columbia prohibits workplace sexual harassment by all District Government employees and officials. The prohibition applies to harassment of other employees and officials and to harassment of third parties

and members of the public interacting with the District Government, such as vendors, contractors, grantees, customers, clients, and other persons visiting or working at District Government worksites or service sites inside and outside District Government agencies.

3. Likewise, contractors and grantees carrying out work on behalf of the District Government shall not sexually harass colleagues who carry out work on behalf of the District Government; District Government employees; or customers, clients, or beneficiaries of the services the contractors and grantees provide on behalf of the District Government; and those clients, customers, beneficiaries, employees, and colleagues may file complaints that trigger sexual harassment investigations and possibly remedies. Remedies may include requiring the contractor or grantee to use alternate personnel to provide services, and other remedies available under the contract or grant agreements up to and including contract or grant termination or non-renewal of the grant or contract.

4. In addition, sexual harassment by District Government clients, customers, or visitors against District Government employees, contractors, or grantees, or other clients, customers, or visitors, at District Government worksites or service sites, is prohibited and complaints made against District Government employees who sexually harass contractors, grantees, agency clients, customers or visitors, upon investigation, may result in discipline of the employee and accommodations of the contractor, grantee, customer or visitor, such as having another government official assigned to the matter.

5. In the course of their duties as members of District of Columbia boards and commissions, board and commission members are bound by the prohibitions, procedures, and deadlines set forth in this Order.

6. Not every procedure set forth in this Order applies to persons not working for the District Government.

B. Scope

1. Laws prohibiting sexual harassment apply throughout the District Government. The agencies listed below should either use the training, procedures, information, and processes provided in this Order, or their own, similar ones. To the extent District law requires centralized reporting, the reporting requirements in this Order apply to all agencies.

2. Those agencies include the Office of the Attorney General, the Office of the Chief Financial Officer, the Board of Elections, the Zoning Commission, the Public Service Commission, the Commission on Arts and Humanities, the Washington Convention and Sports Authority (Events DC), the Board of Education, the University of the District of Columbia, the DC Public Library, the DC State Athletics Commission, the Public Charter School Board and public charter schools, the Office of the People's Counsel, the District of Columbia Water and Sewer Authority (DC Water), the Green Finance Authority, the Health Benefit Exchange Authority, the Not-for-Profit Hospital Corporation, the Contract Appeals Board, the DC Retirement Board, the Office of Employee Appeals, the DC National Guard, the Criminal Justice Coordinating Council, the Office of Police Complaints, the Corrections Information Council, and the Uniform Law Commission.

3. This Order does not apply to the Council of the District of Columbia, Advisory Neighborhood Commissions, or the DC Courts, and agencies and offices subordinate to them.

III. SEXUAL HARASSMENT

A. Through the Human Rights Enhancement Amendment Act of 2022, D.C. Law 24-172, effective September 21, 2022; D.C. Official Code § 2-1402.11(c-2), the Council has, in the employment context, expanded the definition of "harassment" and "sexual harassment" under the D.C. Human Rights Act to provide that sexual harassment includes conduct of a sexual nature, "whether direct or indirect, verbal or nonverbal, that unreasonably alters an individual's terms, conditions, or privileges of employment or has the purpose or effect of creating an intimidating, hostile, or offensive work environment."

B. In addition, sexual harassment includes "sexual advances, requests for sexual favors, or other conduct of a sexual nature where submission to the conduct is made either explicitly or implicitly a term or condition of employment or where submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual's employment." This is sometimes referred to as quid pro quo sexual harassment.

C. In determining whether sexual harassment has taken place, the D.C. Human Rights Act states that "conduct need not be severe or pervasive to constitute harassment" and that "no specific number of incidents or specific level of egregiousness is required."

D. Examples of conduct that can contribute to or constitute sexual harassment or an intimidating, hostile, or offensive work environment include:

1. Sex acts;

2. Display of sexual organs;

3. Using sexually oriented or sexually degrading language describing an individual or their body, clothing, hair, accessories, or sexual experiences;

4. Sexually offensive comments or off-color language, jokes, or innuendo that a reasonable person would consider to be of a sexual nature, or belittling or demeaning to an individual or a group's sex, sexual orientation, or gender identity;

5. "Sexting" or seeking or sending pictures of intimate body parts;

6. Taking or displaying pictures of body parts meant to be covered up (such as "upskirting" pictures);

7. Displaying or disseminating sexually suggestive objects, books, screensavers, magazines, photographs, music, cartoons, or computer internet sites or references;

8. Unnecessary and inappropriate touching or physical contact, such as intentional and repeated brushing against a colleague's body, touching or brushing a colleague's hair or clothing, massages, groping, patting, pinching, or hugging, that a reasonable person would consider to be of a sexual nature;

9. Leering, ogling, or making sexually suggestive gestures or sounds, such as whistling or kissing noises;

10. Making inquiries about someone's private sex life or describing one's own sex life;

11. Workplace sexual comments, conduct, displays and suggestions between two willing parties in the presence of another that are inconsistent with professional workplace norms;

12. Any unwanted repeated contact, including, but not limited to in-person, or telephonic, for romantic or sexual purposes;

13. Giving a preference to someone who is engaged in a dating, romantic, or sexual relationship based on the relationship to the disadvantage of someone who is not engaged in a dating, romantic, or sexual relationship; and

14. Sexual assault, stalking, trapping someone such that they are not free to leave and a sexual encounter is expected or threatened, threats of bodily harm relating to sex or the refusal to have sex, or other crimes related to acts of sexual harassment.

E. Further, the District may treat some conduct of a sexual nature as misconduct, even when it does not rise to the level of unlawful sexual harassment actionable under the D.C. Human Rights Act. As an example, an employee who tends to greet people with a hug may have been warned that the conduct was offensive to some employees and then hugs an employee whom they have not seen in many months. The conduct may not rise to the level of "unreasonably altering the individual's terms, conditions, or privileges of employment," but it could constitute misconduct since they had been warned that some employees associate hugging with unwanted sexual contact that is offensive in the work environment.

IV. DATING, ROMANTIC, AND SEXUAL RELATIONSHIPS IN THE WORKPLACE

A. Prohibitions

1. Prohibitions on certain dating, romantic, or sexual relationships in the workplace exist to prevent real or perceived impropriety, favoritism, conflicts of interest due to power dynamics, control of an employee's assignments and performance reviews, as well as to advance fairness for all other employees, contractors, grantees, and clients. Even consensual dating, romantic, or sexual relationships can generate allegations of favoritism based on sexual relationships or sexual harassment by one of the parties or a third party. Relationships, or aspects of relationships, that may be perceived as consensual by one party may be considered coerced or harassing by the other party due to power dynamics, and relationships that start consensually may evolve into sexual harassment.

2. Subject to the conditions and implementation procedures discussed in this Order, it is now the policy of the District Government that a dating, romantic, or sexual relationship between a supervisor and any employee in the chain of command they supervise – whether supervision is direct or indirect, operational or situational – is prohibited. Note that chain of command in this definition may span agencies or divisions within an agency.

3. In addition, District Government employees shall not initiate a dating, romantic, or sexual relationship with trainees, recruits, or interns, regardless of the employee's assignment in relation to the trainee, recruit, or intern if the employee is in the same agency as the trainee, recruit, or intern.

4. Further, this Order prohibits dating, romantic, and sexual relationships when they are prohibited by applicable professional or ethical standards, such as lawyer-client, doctor-patient, or social worker-client.

5. District Government employees shall not participate personally and substantially in particular matters that affect or could affect the financial interests of someone with whom they are in a dating, romantic, or sexual relationship, whether that person is an employee, grantee, contractor, or client of the agency.

B. Designation of Person or Committee to Resolve Issues Surrounding Workplace Relationships; Existing Relationships

1, By November 17, 2023, District Government agency directors shall designate their own agency human resources agency/officers, another appropriate officer, or an office or committee to receive disclosures of relationships and resolve workplace issues arising from any prohibited dating, romantic, or sexual relationship on a case-by-case basis consistent with this Order; absent such a designation, disclosures shall be made to the Director.

2. By December 8, 2023, existing relationships that fall within the prohibitions of this Order must be disclosed to the designee identified in subsection IV.B.1. of this Order, in the manner specified by their agency or on a form to be created by DCHR, whereupon the situation will be evaluated and a resolution determined.

3. Resolution may involve giving the employees a defined but reasonable time to find a new position where the relationship is not implicated by this Order; shifting reporting structures to take the relationship out of a prohibited status; or establishment of recusal structures when the employees do not work in the same agency or division but they heretofore were in situational or operational chains of command.

4. To the extent adjustments are made in work sites or shifts, reporting structures, job duties or any other factor for one or both of the persons in the relationship, agencies shall endeavor to afford such options on a voluntary basis for all concerned, particularly if an employee not involved in a prohibited relationship is affected by any proposed accommodation of the relationship.

5. If no satisfactory resolution of the prohibited relationship can be reached, the persons in a dating, romantic, or sexual relationship may request a waiver of the provisions of this Order. Waiver requests shall be submitted to the Mayor and shall be accompanied by a recommendation from the agency or agency designee. Waiver requests may include any information relevant to the determination and shall be on a form to be created by the Department of Human Resources ("DCHR").

6. Agencies may make reasonable efforts to assist with a transfer or reassignment, without prejudicing either employee (or any other employee), but it is not the responsibility of the personnel authority or the agency to restructure their agency operations or find a new position for someone in the relationship. No agency is required to grant a request or application for a transfer.

7. Agencies may promulgate regulations or policies consistent with this Order to effect its implementation and to provide consistent treatment for employees facing this situation, though each relationship may pose unique issues. Agencies may also issue rules explaining in more detail for their agencies' employees and contractors how terms such as "dating," "chain of command" and "trainee" are to be interpreted considering their agency's operations. Agencies may prohibit dating, romantic, or sexual relationships with their own clients or clients of the agency or a subset of the agency, as the agency deems appropriate to prevent factual or perceived impropriety or favoritism. For instance, an agency with both social workers and non-licensed employees providing case work to agency clients could extend the ban on dating and sexual relationships with clients to their non-licensed employees, to hold them to the same professional standards as their licensed colleagues.

8. By December 12, 2023, agencies shall report the number of disclosed relationships to the Mayor's Office of Legal Counsel ("MOLC") and the contact information of the person handling requests for accommodation, for consideration by the Sexual Harassment Taskforce.

C. Disclosure of Relationships

1. In addition to the disclosures of existing relationships required by Section IV.B., if by promotion or agency reorganization or other circumstance, two employees in a dating, romantic, or sexual relationship would fall into a prohibited relationship status, their relationship must be disclosed as soon as the possibility of falling into prohibited status is realized by either person in the relationship.

2. If there is a reasonable likelihood that someone would raise a credible charge that there was or could be preferential treatment based on a dating, romantic, or sexual relationship that is not in a chain of command, then the employees involved in the dating, romantic, or sexual relationship must also report their relationship to the person or office designated pursuant to Section IV.B. Such reporting is necessary for consideration of whether additional safeguards are necessary and whether the prohibition on relationships based on situational supervision is implicated.

D. New Relationships

Generally, if two persons in a chain of command wish to begin a dating, romantic, or sexual relationship with each other, one party to the relationship should apply for a transfer or otherwise seek employment that eliminates the supervisory relationship before the relationship begins so that no prohibited relationship commences. For example, a supervisor may be transferred to another supervisory role so that they are not in the chain of command with the other person.

E. Conduct

1. District Government employees in a dating, romantic, or sexual relationship with another District Government employee, or client/customer of their agency, or grantee or contractor of their agency, shall conduct themselves in an appropriate manner while on duty and shall not engage in behavior that detracts from a professional work environment.

2. Any sexual activity at work sites or during an employee's working hours, regardless of location, is prohibited.

F. Violations

A violation of a provision of this Order regarding dating, romantic, or sexual relationships may not constitute sexual harassment as defined above, but an employee who engages in a prohibited relationship under Section IV.A. of this

Order or fails to disclose a relationship that is required to be disclosed shall be subject to appropriate personnel action, up to and including termination.

G. Legal Representation

If legal action is commenced against the District of Columbia and/or a supervisor who engaged in a dating, romantic, or sexual relationship with an employee, or a person engaged in a potentially-conflictual relationship, the existence of the sexual or romantic relationship will be a factor in the District of Columbia's decision to provide legal representation to the supervisor or the employee(s) engaged in a relationship.

V. PROCEDURES FOR STOPPING SEXUAL HARASSMENT; REPORTING AND INVESTIGATING SEXUAL HARASSMENT CLAIMS

A. Employee Obligations

1. District Government employees are bound by the principles set forth in the Code of Conduct at 6B DCMR §§ 1800.2–1800.4 and are expected to act at all times in a manner reflecting their roles as public servants. Depending on an employee's role in the District Government, the obligations regarding the prevention of sexual harassment may differ. "Employees" for the purpose of this Order include contractors engaged by the District Government performing work on behalf of the District similar to that as its employees, such as at District worksites.

2. All employees are obligated to:

a. Refrain from engaging in behavior that constitutes sexually harassing conduct;

b. Refrain from initiating or conducting a prohibited dating, romantic, or sexual relationship as described in Section IV.A. of this Order;

c. Disclose their own dating, romantic, or sexual relationships with other employees if required in Section IV.D. of this Order;

d. Affirm their agreement to comply with this Order;

e. Complete annual sexual harassment training;

f. Cooperate fully in any inquiry or investigation into an alleged violation of this Order; and

g. Refrain from any behavior that may call into question the impartial and harassment-free provision of services to constituents, agency clients or customers, contractors, or grantees.

3. Supervisors should take particular care to avoid conduct that could lead to allegations of sexual harassment, considering time, place, and situations of interactions with employees.

B. Employee Communication

1. To avail themselves of the procedures and protections of this Order, when a District Government employee finds conduct unwelcome, intimidating, or offensive, they may: (a) tell the person who is engaging in offensive or inappropriate sexual conduct to stop and that such conduct is unwelcome; or (b) ask the employee's supervisor, General Counsel, or Sexual Harassment Officer to advise the person that the conduct is offensive and unwelcome; or (c) proceed immediately to file a complaint of sexual harassment under this Order.

2. Employees and others engaged in intervention are encouraged to document all intervention efforts or requests to cease reported inappropriate sexual conduct, including conversations, texts, or email exchanges.

C. Reporting Allegations of Inappropriate Conduct of a Sexual Nature or Sexual Harassment

1. All District Government employees are encouraged to help ensure that District Government workplaces are free of sexual harassment. Employees who know of incidents of inappropriate conduct of a sexual nature, as well as behavior that may create an intimidating, hostile, or offensive work environment, or who are victims of inappropriate conduct of a sexual nature, should report the inappropriate conduct.

2. Employees may report to the Sexual Harassment Officer ("SHO") of their agency or any other agency, or the supervisor or manager of the employee engaging in inappropriate conduct, to their own supervisor, or to the agency General Counsel. Contractors, grantees, and customers of agencies may report allegations of inappropriate conduct of a sexual nature to the SHO of the relevant agency or any other agency, the relevant agency's General Counsel, the supervisor of the employee who engaged in the alleged inappropriate conduct, or their grant or contract administrator.

3. Allegations of sexual harassment against the Mayor, City Administrator, Mayor's Chief of Staff, Mayor's Senior Advisor, Director of the MOLC, any Deputy Mayor, or any official who directly reports to the Mayor, shall be referred to the Inspector General to determine if the allegation is credible, in which case it shall be referred for independent investigation. Such investigations shall be carried out by an entity outside the District Government and those reports shall be provided to MOLC (or the City Administrator if the allegation is against the Director of the MOLC) and the Inspector General.

D. Agency Responsibilities

1. Sexual Harassment Officers ("SHOs") and Investigations

a. Each Deputy Mayor's Office and each agency shall designate a primary SHO and an alternate SHO and shall update the designations, as needed, on an ongoing basis. Each agency shall provide the names of its SHOs to DCHR, and DCHR shall maintain a current District-wide list of agency SHOs. Further, pursuant to D.C. Official Code § 1-546.01(2), SHOs shall be registered with the Office of Human Rights ("OHR").

b. SHOs shall be trained and qualified to serve. To be qualified to serve as a SHO, individuals must have taken and continue to take annual training provided by DCHR and OHR. SHOs may but are not required to be an agency's Equal Employment Opportunity ("EEO") officer, or human resources manager; they must be competent in EEO laws and be designated by the agency to accept sexual harassment complaints and to review and investigate claims. SHOs need not be attorneys.

c. The primary and alternate SHOs for a smaller agency may be employees of another agency (i.e., the SHO of a larger agency may serve as the SHO for a smaller agency). An agency of any size may also obtain assistance from another agency's SHO in handling a particular investigation, including having another agency's SHO carry out an investigation, where there is a possibility of the appearance of a conflict of interest, or for administrative convenience. For the purposes of this Order, a smaller agency availing itself of this option will still be referred to as the "agency."

d. A person seeking to report a violation of this Order may file with any agency SHO, not solely the SHO at their agency or the agency at which the alleged sexual harassment occurred. Persons filing complaints, however, are not entitled to have the investigation conducted by the person of their choosing.

e. If a complaint is reported to someone other than the SHO, the person receiving the complaint must notify the agency SHO, unless giving notice would raise conflict of interest concerns, in which case the person must notify the agency General Counsel.

f. Unless the complaint is against the agency General Counsel, the SHO shall immediately notify the agency's General Counsel of the complaint, and the General Counsel shall thereafter notify the Mayor's Office of Legal Counsel ("MOLC"). The SHO may consult with the agency's General Counsel, or the General Counsel's designee, for legal guidance on conducting the investigation and shall notify the General Counsel of any issue that may require higher-level support. If the complaint is against the General Counsel, the SHO shall notify the MOLC directly.

g. SHOs should review DCHR's SHO training materials before initiating an investigation. DCHR has training materials on duties to inform the bargaining unit, the right to union representation during investigatory questioning, assessing credibility, unconscious bias, conducting interviews, gathering evidence, protecting confidentiality, preservation of evidence, when to stop an investigation and refer a matter for criminal investigation and more.

h. The primary function of a SHO is to accept complaints alleging violations of this Order and to gather, investigate and review the factual basis of the claim(s). SHOs may corroborate or refute factual allegations; SHOs may provide impressions and evidence regarding the credibility of witnesses. They weigh such evidence and may take into account their impressions of the credibility of witnesses. Ultimately, SHOs make and submit to the appropriate agency Director recommended determinations of whether the allegations are substantiated or are not substantiated. They are not to make legal conclusions about whether sexual harassment occurred.

i. Investigations of allegations of inappropriate conduct of a sexual nature shall be conducted, and the associated investigation report completed, as soon as practicable, within sixty (60) days after the filing of the report of the alleged sexual harassment, absent unusual circumstances.

j. The investigative report shall include a description of the allegations, a description of the SHO's investigation, a description of the evidence adduced by the SHO, and the SHO's recommended determination as to whether the allegations were substantiated. The SHO shall transmit the report to the Director or agency Director's designee and General Counsel of the agency where the alleged harasser is employed.

2. Interim Remedial Actions

a. Pending the completion of the SHO investigation and report, the issuance of the agency report, and the imposition of any disciplinary action, and to protect the rights of the alleged victim as well as the alleged harasser, the agency may take temporary personnel actions that do not result in any adverse employment action to either party.

b. When an agency becomes aware of an allegation of misconduct of a sexual nature, the agency shall notify the alleged harasser of the reported behavior and may demand that the alleged behavior cease immediately and not be repeated.

c. The agency shall take such other remedial steps as it deems appropriate to mitigate the possibility of the alleged harassing conduct continuing.

d. Interim remedial actions are administrative rather than disciplinary and may include, but are not limited to, transfers, reassignment of duty station, changed shifts, duties or reporting requirements, mandatory administrative leave with pay, or other appropriate measures that do not result in reduction of pay, demotion in title or responsibility, or other loss of employee benefits. In general, the agency should avoid moving the alleged victim or changing the alleged victim's shift, or taking similar action affecting the alleged victim, unless the alleged victim requests the action; if the agency takes such an action absent a request from the alleged victim, the agency should make clear to the alleged victim that the action is being taken in pursuit of an effective and prompt stop to any alleged harassment, and not in retaliation for reporting the alleged harassment.

e. Personnel authorities are encouraged to find alternative, reasonably comparable placement during the pendency of an investigation for the accuser or accused in lieu of administrative leave with pay, where possible and if consistent with any collective bargaining agreements.

3. Post-SHO Investigation Agency Actions

a. The agency Director or agency Director's designee may reject a SHO report and return it to the SHO for further investigation, information, documentation, or analysis if the agency Director or designee

considers the report to be incomplete, inadequate, or otherwise unacceptable.

b. If the report is not rejected, the agency Director, or the agency Director's designee, within fourteen (14) days of receiving the SHO's report, shall issue an agency report that accepts, modifies, or rejects the SHO's findings and substantiation recommendations, describes the rationale for any such modifications or rejections, and makes conclusions as to whether the substantiated allegations constitute a violation of this Order. The SHO report shall be included as an attachment to the agency Director or designee's report. The agency Director or designee shall consult with the agency's General Counsel during the preparation of the report regarding relevant legal standards or other legal issues.

c. If the report determines that a violation of this Order has occurred, the report shall be submitted to the agency's human resource officer for appropriate disciplinary action, up to and including termination. The agency shall require that any employee found to have violated this Order whose employment is not terminated must attend mandatory sexual harassment training within sixty (60) days after the issuance of the agency report.

d. The agency must provide the employee and the alleged harasser with a summary written notification of its findings and conclusions (final agency decision) after the sixty (60) day period and shall convey the same to MOLC within five (5) days after it is issued. The notice shall include a description of each allegation and the agency's determination as to whether the allegations were substantiated or were unsubstantiated. Such notice shall not include summaries of witness interviews, credibility determinations, or legal analysis; the notice is a simple recitation of the allegations and the determination as to whether the allegations were substantiated or were unsubstantiated.

e. Any conclusion in the SHO or Director's report that a violation of this Order occurred does not constitute a final legal conclusion that sexual harassment under the D.C. Human Rights Act or federal law occurred. Conversely, a finding that was not substantiated is not a legal conclusion that no violation of the D.C. Human Rights Act or federal law occurred.

f. Consistent with norms regarding the privacy of personnel actions, the complaining party shall not be informed of any disciplinary actions against the alleged harasser.

g. Regardless of whether a complaint has been substantiated, relevant staff, including the General Counsel, are authorized to work together to advise the Director or deciding official as to whether to recommend or implement personnel actions or management procedures to reduce the possibility of reoccurrence of any inappropriate behavior or behavior that poses risks for the District. Any meetings among the General Counsel, human resources staff, and agency management shall endeavor to preserve the confidentiality of the complaint generating the meeting or consultation to the greatest extent possible.

4. Communicating the Order: Orientation, Pledges, Training, and Notifications

a. The personnel authority shall circulate this Order to all new hires during their orientation, shall give each new hire time to read a summary of the Order during orientation, and shall obtain a signed verification that the new employee has read the summary and pledges not to engage in sexual harassment or any other conduct that violates the rules prohibiting sexually harassing behavior, certain dating, romantic, or sexual relationships, and requiring disclosure of certain relationships. Agencies with supplemental orders relating to sexual harassment shall provide those orders, too, to onboarding employees.

b. When individual contractors are working inside an agency in a manner akin to a District Government employee, the agency or the supervising contractor shall obtain signatures from individuals during onboarding orientations affirming their agreement to abide by this Order.

c. New employees shall take a course on sexual harassment as part of the on-boarding process and in no event more than fourteen (14) days after being on-boarded. Agencies shall by December 11, 2023

circulate this Order to all current employees.

d. Agencies shall follow up to provide delivery to difficult-to-reach employees, including employees on leave and work-related travel. Agencies are responsible for confirming that each employee has received this Order by email, verification through Peoplesoft, or return of a signed copy.

e. By December 11, 2023, each agency shall email the names of the agency's primary and alternate SHOs to all its employees and shall send reminders or updates of who the agency's SHOs are at least annually to agency employees.

f. Each agency shall prominently post notices in conspicuous locations accessible and used by a substantial number of agency employees, identifying the agency SHO and Alternate SHO, how to report sexual harassment, and that sexual harassment investigations are to be kept confidential to the greatest possible extent consistent with their investigation and resolution. Agencies shall post the notices no later than thirty (30) days after receipt of the template notice from the Office of Human Rights required by Section V.K. of this Order.

g. Agencies shall take a digital photograph of each posting and transmit it to the SHO program coordinator at DCHR with a description of the location at the time of each posting.

h. Individuals and entities entering into contract or grant agreements with the District Government must affirm that they will abide by the D.C. Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR § 1100 et seq.

i. District agencies drafting contracts and grants shall require such affirmations as part of the contract or grant agreement.

E. Employee Responsibility to Participate in Agency Investigations

1. District Government employees are required to cooperate fully in a SHO or independent investigation of a workplace sexual harassment complaint.

2. If an employee who alleges sexual harassment or is believed to have been the victim of sexual harassment declines to assist and/or participate in the investigation of the allegation, or requests the agency not conduct an investigation, the agency may on its own initiative investigate or refer the matter for investigation.

3. Employees who were not themselves victimized, who, after a direct request by the SHO or other investigator, decline to participate in a sexual harassment investigation, may be subject to disciplinary action.

4. Any consideration of whether to recommend disciplinary action for failure to cooperate in an investigation on the part of an alleged victim requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

F. Discipline for Making False Statements or Representations

1. Making materially false statements, and misrepresentation, falsification or concealment of material facts or records in an investigation of allegations of sexual harassment is conduct warranting disciplinary action, up to and including termination.

2. Consideration of whether to recommend disciplinary action against an employee who is also the alleged victim of sexual harassment requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

G. Discipline after a Finding of Sexual Misconduct or Harassment

The agency shall recommend appropriate disciplinary action, such as described in Section 1607.2(k) of the District Personnel Manual, 6B DCMR § 1607.2(k), up to and including termination of any employee found to have engaged

in sexual misconduct or sexual harassment as defined in Section III of this Order.

H. Rights of the Alleged Harasser

Persons accused of sexual harassment deserve the full protections afforded to them under the law in administrative matters, including, but not limited to, the right to respond to allegations of sexual harassment; to counsel and representation, including a union representative or other representative of their choosing, and including the presumption of innocence, unless and until there is a finding of harassment after an investigation by the agency or where appropriate, OHR. The right to counsel does not include the right to have counsel paid for by the government.

I. DCHR Responsibilities

1. DCHR shall quarterly reach out to all designated primary and alternate SHOs to confirm that they continue to serve in those roles. If DCHR is unable to reach a designated SHO or to confirm that the individual still serves as the agency's primary or alternate SHO, DCHR shall work with the agency to identify a new primary or alternate SHO for the agency. DCHR shall post a list of agency SHOs on its website and update it as necessary.

2. DCHR shall develop reporting forms for disclosure of dating, romantic, and sexual relationships and for applications for waivers of the prohibition on relationships in the chain of command.

3. DCHR shall work with agencies to verify that all employees have completed the annual training on sexual harassment required by Section V.A.1.e. of this Order.

4. DCHR, working with the Office of the Chief Technology Officer, shall create a means through Peoplesoft for employees to acknowledge their receipt of the Order and agreement to comply with its provisions.

5. DCHR, in consultation with OHR, shall review, update, and provide training materials for agency SHOs, including training on investigative techniques.

6. DCHR shall establish qualification standards for SHOs and verify each SHO's qualification to serve as a SHO.

7. DCHR, in consultation with OHR and the Sexual Harassment Task Force, shall create and disseminate training and collateral materials on this Order, the sexual harassment provisions of the D.C. Human Rights Act, and other sexual harassment law and policy, to all agencies under the direct authority of the Mayor and to such independent agencies as may request access to DCHR materials. The training and collateral materials should be tailored to employees in various roles, such as senior officials, managers, attorneys, human resources personnel, and new or existing employees, and should take into account that many District Government employees work primarily in the community and may not have regular access to computer-based training modules.

J. Office of Human Rights (OHR)

1. OHR shall develop training for EEO officers on the standards of the D.C. Human Rights Act, including the changes made by the Human Rights Enhancement Amendment Act of 2022.

2. OHR shall provide consultative services to DCHR and the Sexual Harassment Task Force in creating and disseminating training and collateral materials on this Order, the sexual harassment provisions of the D.C. Human Rights Act, and other sexual harassment law and policy, to all agencies.

3. OHR shall provide a template notice to agencies for agencies to post where the agencies can fill in the name of their SHO and alternate SHO and providing basic information on the prohibition against sexual harassment, how to report, and confidentiality, pursuant to Section V.E.4.d. of this Order.

VI. PROHIBITION AGAINST RETALIATION

A. Retaliation Prohibited

Retaliating against a District Government employee for reporting or filing a claim of sexual harassment, assisting another person in reporting or asserting a claim of sexual harassment, opposing sexual harassment, acting as a witness in a sexual harassment investigation, refusing to follow orders that would result in sexual harassment, intervening to protect others from sexual harassment or advances, or challenging an allegation of sexual harassment, is strictly prohibited. Employees shall not be penalized as a result of their assertion of their rights under the D.C. Human Rights Act or providing truthful information in connection with an investigation (whether on behalf of a complainant or a respondent). Retaliatory behavior may include, but is not limited to, unwarranted reprimands, unfairly downgrading personnel evaluations, transfers to less desirable positions, verbal, or physical abuse, and altered and more inconvenient work schedules. Employees found to have engaged in retaliatory behavior shall be recommended for appropriate disciplinary action, up to and including termination.

B. Process for Alleging Retaliation

Claims of retaliation are generally beyond the scope of the investigatory authority of agency SHOs because SHOs may not be trained in assessing the legality or validity of managerial decisions such as evaluations and assignments and investigations into retaliation would be difficult to conduct in the rapid timeframe set forth in this Order. Employees who believe they have been retaliated against must file a complaint with an EEO Counselor within one hundred and eighty (180) days of the alleged retaliation and subsequently file a complaint with OHR within fifteen (15) days of receipt of the Exit Letter if the employee is not satisfied with the outcome of EEO counseling.

VII. LIMITS

Lodging a complaint regarding sexual harassment does not shield an employee from all discipline or discharge. Agencies may discipline or separate a complainant if the agency is motivated by non-retaliatory and non-discriminatory reasons that would otherwise result in such discipline or separation.

VIII. CONFIDENTIALITY

A. Protecting confidentiality is critical to encouraging victims of sexual harassment to come forth and share their stories. It encourages witness cooperation and protects the reputations of those involved. For those reasons, SHO investigations should be kept confidential.

B. Confidentiality is not absolute. SHOs must disclose information to the alleged harasser for the alleged harasser to have a full and fair opportunity to respond. SHOs may have to disclose information to witnesses to gather more information from them. SHOs must keep agency General Counsels updated for reporting purposes and for investigation support purposes. SHOs also may have to disclose criminal conduct or threats to law enforcement. SHOs should not make pledges of total confidentiality.

C. Investigative reports are confidential, highly private, and deliberative and shall not be released without a court order. Neither the complainant nor the alleged harasser shall be provided with a copy of the investigative report.

D. SHOs, the agency, and MOLC shall take all reasonable steps to ensure that no information contained in the complaint file is disseminated except in furtherance of the investigation; for entry into E-risk or another risk management system; to assist in resolution of the allegations; as necessary for execution of any consequences stemming from the investigation; when lawfully released; or when required by court order.

IX. TIMELY FILING AND STATUTE OF LIMITATIONS

Complaints of sexual harassment shall be reported as promptly as possible. Agencies should investigate alleged acts of sexual harassment beyond the legal statute of limitations, or deadlines otherwise provided by regulation or collective bargaining agreement, taking into consideration the sensitive nature of the alleged offense, the pressure the complainant may have felt not to report the conduct, when the victim became aware of behavior that was not immediately apparent, or a pattern of harassing behavior that developed over time. Some remedies or sanctions may be unavailable due to delays in filing, but even delayed investigations may yield information to the agency in its ongoing efforts to prevent and remediate sexual harassment or may add to the credibility of similar, future allegations should a pattern emerge of allegations against a particular person or practice.

X. RECORDS

A. Agencies shall maintain records of complaints and investigations conducted for three (3) years from the date of the complaint.

B. For each fiscal year, each agency shall track how many complaints of sexual harassment were made by the agency's employees; were made about its agency employees by customers/clients of the agency; grantees or contractors of the agency, and how many complaints were made of sexual harassment of the agency's employees by customers/clients, grantees or contractors, or members of the public during the agency's duties.

C. In addition to the number of complaints, agencies shall track how many matters were investigated; were resolved by mediation; were substantiated; were deemed unsubstantiated; resulted in administrative or disciplinary action against one or more individuals determined to have violated this Order or sexually harassed the complainant; have resulted in legal action; have resulted in a settlement (including the amount of any financial settlement); and how many are pending. Pursuant to the Sexual Harassment Data Collection Act, annual fiscal year data required to be produced under D.C. Official Code § 1-546.02 shall be transmitted to the Office of Human Rights on or before October 15 of each year.

D. Centralized reporting, however, should be ongoing, and agencies are directed to submit such interim, monthly, or quarterly reports as may be requested by DCHR, the MOLC, OHR, or the Sexual Harassment Task Force, and to enter incidents into E-Risk as directed.

E. Any warnings to an employee(s) to halt a particular type of behavior – whether generally or as to a particular employee(s) – shall be recorded and transmitted to the agency's human resource office and to the Mayor's Office of Legal Counsel. In the context of addressing complaints of sexual harassment, any other interventions made for an employee, customer/client, grantee or contractor shall also be recorded, whether or not they arose from an informal counseling session, a complaint of sexual harassment, a complaint regarding behavior in a dating, romantic, or sexual relationship, anonymous report, or any other means.

XI. CONCURRENT REMEDIES AND JURISDICTION

A. Non-Exclusivity of Remedies

This policy is intended to supplement or be an alternative to other processes that allow persons to complain of sexual harassment. The procedures established by this Order are separate and distinct from other options persons with grievances relating to sexual harassment may have, through the Office of Human Rights, the Equal Employment Opportunity Commission, any grievance procedure available under their collective bargaining agreement, ethics complaint and investigation processes administered by the Board of Ethics and Government Accountability, or any other statutory or regulatory complaint process. Filing a complaint under this Order does not stay or delay any filing deadlines in any other forum.

B. Filing a Formal Complaint with the Office of Human Rights

In addition to pursuing action within the agency, an alleged victim of sexual harassment, or a person acting on the victim's behalf with or without the victim's consent, may report a sexual harassment claim within one year of the alleged harassment or its discovery to OHR using its Intake Questionnaire Form. EEO counseling is not required prior to the filing of a complaint with OHR.

C. Filing a Complaint with the Equal Employment Opportunity Commission

Some complaints may fall within the jurisdiction of the federal Equal Employment Opportunity Commission.

D. Relationship and Remedies under Negotiated Grievance Claims

Filing a report or complaint under this policy does not satisfy the requirements for filing a negotiated grievance and obtaining remedies under a collective bargaining agreement, nor does the complaint under this Order delay the

time limits for initiating such a procedure. To pursue a negotiated grievance claim, the employee should file a grievance in accordance with the provisions of the applicable collective bargaining agreement.

E. Criminal Remedies and Referrals

1. Where there is an allegation of criminal misconduct, including for example, sexual assault, kidnapping, stalking, or a threat to do bodily harm, the agency may, after consulting its General Counsel, place the victim and/or the alleged harasser on administrative leave with pay pending final administrative resolution of the complaint or any criminal proceeding.

2. The complainant at his or her choice may report the alleged criminal violation to a law enforcement agency, including the Metropolitan Police Department ("MPD"). Where a criminal violation occurred, the agency shall recommend discipline of the perpetrator up to, and including, termination.

3. While it is generally the alleged victim's decision to report sexual harassment offenses for possible criminal prosecution, if during an investigation the agency uncovers evidence of ongoing crimes (such as sexual extortion of beneficiaries of government services) or criminal activity collateral to or extending beyond the reported allegations of sexual harassment, such as gun-related offenses, the agency shall notify law enforcement.

F. Crime Victim Hotline

The agency shall also remind complainants of sexual assault or other possible crimes of the existence of the DC Victim Hotline. The hotline, 1-844-443-5732, is available 24/7 by telephone, text, or online chat to seamlessly connect victims of crime to free resources to help them navigate the physical, financial, legal, and emotional repercussions of crime. Through the hotline, victims may be matched with an advocate who can help them decide whether to pursue a matter through the criminal justice process.

G. Courts of Law

This Mayor's Order is directed towards preventing and remedying sexual harassment in District Government operations and it does not preclude complainants from obtaining counsel and pursuing any remedies they may have in courts of law. The options discussed in this Order do not constitute legal advice; deadlines for filing, procedures, and substantive offenses or remedies may change over time.

XII. APPLICABILITY OF PERSONNEL RULES

Any proposed personnel action instituted under this Order is subject to the regulations set forth in the District of Columbia Personnel Manual at Title 6B of the District of Columbia Municipal Regulations.

XIII. SEXUAL HARASSMENT TASK FORCE

A. There is hereby established the Sexual Harassment Task Force as an internal task force comprised of representatives of the Office of Human Rights, the Mayor's Office of General Counsel, the Department of Human Resources, the Assistant City Administrator, and the Mayor's Office of Legal Counsel, as designated by the head of each office, and such other individuals as these members may invite to serve as additional members of the task force. The task force shall meet from time to time to develop and advise on trainings, make recommendations about needed policies, review draft regulations, and otherwise take action or recommend measures to fulfill the intent of this Order: including to reduce the incidence of sexual harassment, train employees on what to do when faced with inappropriate workplace conduct, including harassment, and provide additional, effective procedures for addressing inappropriate conduct of a sexual nature. The task force may invite experts and other individuals to participate in the meetings and deliberations of the task force.

B. The Sexual Harassment Task Force shall, no later than May 1, 2024, make recommendations in the following areas and shall provide such recommendations to the appropriate agencies with authority to carry out the

recommendations or make final decisions regarding them. The recommendations need not be in the form of a report and may remain deliberative discussion items until finalized and accepted:

1. Communications to District Government employees about the District's sexual harassment policies;

2. Updates to required trainings for SHOs and agency General Counsels;

3. Recommendations for building a workplace free from sexual harassment;

4. Any recommended adjustments to prohibitions and disclosures regarding dating, romantic, and sexual relationships; and

5. The performance and progress by the agencies named in this Order in completing the responsibilities assigned to them.

XIV. SUPERSESSION

This Order supersedes Mayor's Order 2017-313 and any other provision of a previous Mayor's Order or practice pursuant to that Mayor's Order, to the extent of any inconsistency.

XV. EFFECTIVE DATE: This Order shall become effective November 10, 2023.

_____

MURIEL BOWSER

MAYOR

ATTEST: _____

KIMBERLY A. BASSETT

SECRETARY OF STATE OF THE DISTRICT OF COLUMBIA

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Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director		10/9/2025
2. Chris Earley, Deputy Director	CEE	10/8/25
3. Julia Wiley, General Counsel		10/6/25
4. Bill Winston, Associate Director of Community Services	WW	9/30/2025
5. Ernest Merchant, Program Analyst	EM	9/30/25
6.		

SUBJECT: LEDC - Housing Services

Director's Comments:

Action

APPROVAL	CIRCULATE	CORRECTION	FILE	FYI	INVITATION	MEETING	SIGNATURE
☒	☐	☐	☐	☐	☐	☐	☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Latino Economic Development Corporation of Washington DC- NBAP FY26

Housing Services $800,000.00 Grant 2025-05

Originating Office

FROM: E. Merchant	TELEPHONE NUMBER:
DATE: 9/30/25	DUE DATE:

OFFICE OF THE DIRECTOR
OCT 9 '25 AM 3:12

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE:

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

DCT 09 2025

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Ernest Merchant
Program Analyst

Date: September 30, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	Latino Economic Development Corporation
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$800,000.00**
ATTACHMENTS:	**FY25 Executed Grant Agreement #2025-05** **FY26 Grant Modification Agreement #2025-05** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-05
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

MODIFICATION OF GRANT AGREEMENT
BY AND BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
AND
LATINO ECONOMIC DEVELOPMENT CORPORATION OF WASHINGTON, D C

This Modification of Grant Agreement (the **"Modification"**) is entered into as of the 9 day of October 2025, (**"Effective Date"**), by and between the **District of Columbia**, a municipal corporation (hereinafter sometimes referred to as the **"District"**), acting by and through the District of Columbia Department of Housing and Community Development (hereinafter referred to as the **"Grantor"** or **"DHCD"**), and **Latino Economic Development Corporation of Washington, D C** [Entity Identifier TMC6R8ADXEJ5], a non-profit corporation organized and existing under the laws of the District of Columbia, (hereinafter sometimes referred to as the **"Grantee"**) with its principal place of business at 1401 Columbia Rd NW, Washington, DC 20009. The Grantor and Grantee shall be together referred to as the "Parties."

RECITALS:

1. DHCD, with offices at 1909 Martin Luther King, Jr. Avenue, SE, Washington, DC, 20020, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program pursuant to the District of Columbia Community Development Act of 1975 (D.C. Official Code § 6-1001 *et seq.*) and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Parties entered into a Grant Agreement (DHCD Contract No. 2025-05) **("Grant Agreement or "Agreement")** effective on February 1, 2025, that memorialized a funding award to Grantee derived from the District's Community Development Block Grant Program ("CDBG") Grant allocation for the purpose of providing a range of HUD housing counseling services that benefit low and moderate-income persons in the District of Columbia for the period from February 1, 2025 through December 31, 2025. (**"Grant Term"**). The Grant Agreement is attached hereto as ***Exhibit A*** and incorporated herein.

3. Section III.C. of the Grant Agreement included an erroneous statement regarding immigration status of Grant services beneficiaries.

4. Pursuant to Section XXII. of the Agreement, the Parties desire to amend the Agreement to correct that erroneous statement and for other purposes.

NOW, THEREFORE, in consideration of the mutual agreements of the Parties set forth herein, the Parties hereby agree as follows:

1. The above recitals are hereby incorporated and made a part of this Amendment.

2. Capitalized terms used in this Amendment that are not defined herein shall have the meanings given to such terms in the Grant Agreement.

3. **Section III. Grant Award Subsection C. Paragraph 1**
The second sentence, to include footnote 5 for a Housing Counseling Services Grant or footnote 7 for a Small Business Services Grant is deleted. **This change is retroactive to the Grant Effective Date.**

4. **Section IV. Grant Term and Periods of Performance**
The Grant term and Periods of Performance are revised. The text in the first paragraph of Section IV. is deleted and replaced with the following text:

*The term of this Agreement shall commence on the Effective Date and continue through September 30, 2026 (**"Grant Term" or "Term"**). There are two Performance Periods during this Term. The first Performance Period begins on the Effective Date and ends on September 30, 2025. The second Performance Period begins on October 1, 2025, and ends on September 30, 2026.*

5. **Section III. Grant Award** is amended to add a new subsection B. to read as follows:

*B. The Grant Award is amended to authorize a budget for Grant services to be provided during the Performance Period that begins October 1, 2025, and ends on September 30, 2026. (**"FY 2026 or FY 26"**). Total Grant authority in FY 26 shall not exceed **Eight Hundred Thousand Dollars and No Cents [$800,000.]**.*

The FY 2026 Grant funding is allocated as follows:

Sources and Uses of Funds:

Public Service ("PS") [CDBG EN]	*$425,000.*
Non-Public Service ("NPS") [CDBG EN]	*$100,000.*
NRSAs Ward 7 and Ward 8 [CDBG EN]	*$275,000.*
TOTAL CDBG [EN]	*$800,000.*
TOTAL AWARD [All Sources]	*$800,000.*

Notwithstanding the designated source of funds, the Grantor reserves the right to provide funding from another source(s). In all cases, applicable Federal and District laws and regulations shall apply regardless of the source.

The FY 26 funds will be used to fund a range of services which HUD has defined as (insert one of the following)

- ***Housing Counseling Services: Public Services and Non-Public Services provided by a HUD Approved Counseling Agency ("HCA").***

The specific Grant activities are described in ***Exhibit B*** *attached hereto, which includes:*
(a) the Statement of Work,
(b) The Grantor approved Workplan

(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as ***Exhibit C****. and incorporated herein. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.*

6. The Parties agree that this Modification does not otherwise affect or impair their obligations under the Grant Agreement, and all terms, conditions and obligations of the Grant Agreement, not amended herein, shall continue in full force and effect as prescribed in the Grant Agreement.

7. This Modification shall be binding upon and inure to the benefit of the Parties to this Agreement and to their successors and assigns and continue so long as the Grant Agreement is effective.

8. Grantor and Grantee agree that if any of the terms and conditions contained herein shall contradict any of the terms and conditions in the Grant Agreement, the terms and conditions contained herein shall prevail.

IN WITNESS WHEREOF, the Parties have executed this Modification by and through their duly constituted and authorized officers and agents on the day and year first hereinabove written.

[Signature pages follow]

GRANTOR SIGNATURE PAGE

DISTRICT OF COLUMBIA, a municipal corporation acting by and through the Department of Housing and Community Development

By: _____
Colleen Green
Director

10/9/2025
Date

Legal Review:

By: Julia H Wiley
Office of the General Counsel
Department of Housing
and Community Development

Date: 10/6/25

DHCD Contract No. 2025-05
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

GRANTEE SIGNATURE PAGE

LATINO ECONOMIC DEVELOPMENT CORPORATION OF WASHINGTON, D C
a District of Columbia nonprofit corporation

By: Emi Reyes (Oct 20, 2025 16:42:45 EDT)
Emi Reyes
Chief Executive Officer

10/20/2025
Date

DHCD Contract No. 2025-05
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT A

FY 2025 Grant Agreement

DHCD Contract No. 2025-05
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT B

FY 2026 Statement of Work
and
Workplan

DHCD Contract No. 2025-05
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT C

FY 2026 Budget

Applicant's Name: Latino Economic Development Corp
RFA FY25

Services to be provided in FY26

The Grantee is funded to provide the service(s) identified herein *(see below)*. Services are to be provided by the Grantee in accordance with the description, conditions and procedures identified in Section 3.2 of the RFA FY25 for Housing Services (incorporated herein by reference); provided however, DHCD may alter descriptions, conditions and procedures at any time.

Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling

CATEGORY C: TENANTS AND TENANT GROUPS
C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

Organization Name:	Latino Economic Development Corporation of Washington, D.C.	Workplan for FY 2026 - Latino Economic Development Center	Pub						
		NFA FY 2026 Application for Housing Counseling and Housing Services							
Line	H/A Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Creative Workplan Notes	Type of Service	Public Service	Non Public Service	HRSA	Budget	%
1	A1	HUD Housing Counseling	25	Number of First Time Homebuyers Purchasing Homes							
1	A1		130	Number of First Time Homebuyers Completing Counseling/Training Units (1:1, Pre-Purchase)							
1	A1		300	Number of 1:1 Counseling Sessions (Budget & Credit)		Public Service or NHSA	$ 96,810.00		$ 63,810.00	$ 262,620.00	20%
1	A1		80	Number of unduplicated households							
1	A1		250	Number of 1:1 Homebuyer Counseling Sessions							
1	A1		100	Number of unduplicated households							
2	A2	8 Hour Homebuyer Class	14	Number of 8 hour Homebuyer Education Classes							
2	A2		130	Number of Attendees of 8-hour Homebuyer Classes		Public Service or NHSA	$ 38,810.00		$ 53,810.00	$ 72,620.00	9%
2	A2		75	Number of DHCD Certificates Issued							
3	A3	NHPAP (EAHP/NEAHP)	42	Number of NHPAP Pre Purchase Orientations conducted							
3	A3		500	Number of Attendees at NHPAP Orientations							
3	A3		100	Number of Files submitted to NHPAP Administrators							
3	A3		300	Number of 1:1 NHPAP Counseling Sessions		Non-Public Service or NHSA	$ -	$ 98,810.00		$ 98,810.00	13%
3	A3		100	Number of unduplicated households							
4	A4	H/ADU Orientations	24	Number of H/C Orientations Conducted							
4	A4		800	Number of Attendees at H/C Orientations		Public Service or NHSA	$ 33,810.00		$ 28,810.00	$ 83,620.00	8%
4	A4		800	Number of DHCD Certificates Issued							
5	A5	H/ADU Income Certifications	300	Number of H/ADU Income Certifications completed		Public Service or NHSA	$ 88,810.00		$ 26,810.00	$ 137,620.00	18%
6	A6	PADD	0	Number of PADD group training/coaching							
6	A6		0	Number of Attendees at PADD group training							
6	A6		0	Number of 1:1 PADD sessions (if applicable)		Public Service or NHSA	N/A			$	0%
6	A6		0	Number of unduplicated households receiving 1:1 PADD sessions							
6	A6		0	Number of PADD Income Certifications							
7	A7	General Housing Services & Information (Group Trainings)	8	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)							
7	A7		70	Number of Attendees at Financial Literacy Trainings							
7	A7		0	Number of Homebuyer Club Meetings							
7	A7		0	Total of Attendees at Homebuyer Club Meetings		Public Service or NHSA	$ 33,810.00		$ 23,810.00	$ 57,620.00	7%
7	A7		0	Number of group trainings or workshops not reported in other categories							
7	A7		0	Number of Attendees at group trainings or workshops not reported in other categories							
8	B8	General Home Management (Post Purchase Non Delinquent)	0	Number of Homeownership Preservation Workshops							
8	B8		0	Number of Attendees at Homeownership Preservation Workshops		Public Service or NHSA	$ 38,810.00	$ 8,810.00	$ 23,810.00	$ 71,430.00	9%
8	B8		8	Number of Post Purchase Workshops (not including Homeownership Preservation)							
8	B8		50	Number of Attendees at Post Purchase Workshops (not including Homeownership Preservation)							
8	B8		30	Number of 1:1 Post Purchase Counseling Sessions							
8	B8		35	Number of Unduplicated Households participating in 1:1 Post Purchase Counseling Sessions							
9	B9	Foreclosure Counseling	3	Number of Foreclosure Workshops							
9	B9		35	Number of Attendees at Foreclosure Workshops		Public Service or NHSA	$ 33,810.00	$ 13,810.00	$ 23,810.00	$ 81,430.00	8%
9	B9		25	Number of 1:1 Foreclosure Counseling Sessions							
9	B9		30	Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions							
9	B9		30	Number of Foreclosures Prevented							
10	B10	Eviction Counseling	0	Number of Eviction workshops							
10	B10		0	Number of Attendees at Eviction workshops							
10	B10		150	1:1 Eviction Counseling sessions		Public Service or NHSA	$ 48,810.00		$ 33,810.00	$ 82,620.00	8%
10	B10		125	Unduplicated households 1:1 Eviction Counseling							
10	B10		0	Number Evictions Prevented							
11	B11	SFRP	0	Number of SFRP Orientations conducted (required)							
11	B11		0	Number of 1:1 intake sessions		N/A				$	
11	B11		0	Number of unduplicated households							
11	B11		0	Number of complete applications submitted in SFRAP Portal							
12	B12	Legal Services for Seniors, Coops and Condos	0	Senior households receiving legal services							
12	B12		0	Coop Associations receiving legal services							
12	B12		0	Condo Associations receiving legal services							
12	B12		0	Number of Trainings of Law Firms							
12	B12		0	Number of Attendees at law firm trainings							
12	B12		0	# approach partners							
12	B12		0	# pro bono legal recruited and trained							
12	B12		0	# households receiving legal counsel/advice							
12	B12		0	# trainings to and work with pro bono provided							
12	B12		0	# new partnerships initiated							
12	B12		0	# outreach presentations		N/A					0%
13	B13	Technical Assistance for Coops and Condo Associations	0	Number of Coop Associations receiving Technical Assistance							
13	B13		0	Number of Action Plans written for Coop Associations							
13	B13		0	Number of Successful Outcomes for Coop Associations							
13	B13		0	Number of Condo Associations receiving Technical Assistance							
13	B13		0	Number of Action Plans written for Condo Associations							
13	B13		0	Number of Successful Outcomes for Condo Associations		N/A				$	0%
14	B14	Technical Assistance for Small Apartment Owners (25 units and less)	0	Number of Inquiries Received							
14	B14		0	Number of Owners/Managers receiving Services		N/A				$	0%
14	B14		0	Number of Action Plans Written							
14	B14		0	Number of Action Plans Implemented/Completed							
14	B14		0	Number of Owners/Managers receiving Asset Management Guidance							
15	C15	TOPA Pre Purchase Counseling & Training	0	Number of TOPA Meetings with Tenant Association							
15	C15		0	Number of Attendees at TOPA Meetings		N/A					0%
15	C15		0	Number of TOPA Training Workshops to Tenants							
15	C15		0	Number of Attendees at TOPA Training Workshops							
16	C16	TOPA Post Purchase Counseling & Training	0	Number of TOPA Post Purchase Training Workshops							
16	C16		0	Number of Attendees at TOPA Post Purchase Workshops		N/A					0%
16	C16		0	Number of unduplicated households							
16	C16		0	Number of one on one counseling sessions							
16	C16		0	Number of group training/coaching							
17	C17	Tenant Counseling for HPA - Rental Accomodation Division	0	Number of unduplicated households							
17	C17		0	Number of group training/coaching		N/A					0%
17	C17		0	Number of Attendees at group training/coaching							
18	Marketing	MARKETING AND OUTREACH	8	Participating in Housing Fairs							
18	Marketing		16	Other Tabling Events (100 HC, 6 TSI)							
18	Marketing		4000	Flyers Distributed (2,000 HC, 8,000 TSI)							
18	Marketing		200	Social Media Posts (Facebook, LinkedIn, Instagram) (160 HC, 20 TSI)		Public Service or NHSA	$ 8,810.00		$ 23,800.00		4%
18	Marketing		0	Mailings							
18	Marketing		0	Paid Advertising (digital+ads in print)							
18	Marketing		30	FB/IG Paid Ads Campaigns for Housing Counseling							
18	Marketing		0	Other						$ 32,610.00	
							$ 454,290.00	$ 121,430.00	$764,280.00	TOTAL $ 800,000.00	

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
RESIDENTIAL & COMMUNITY SERVICES (NBA)

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	Latino Economic Development Center
PERIOD OF PERFORMANCE:	**10/1/2025 to 09/30/2026**
FISCAL YEAR:	FY 2026
TYPE OF ACTIVITY:	**Housing Counseling**

Instructions: *Please add rows as needed.*

Cost Category	Oct/Nov/Dec	Jan to Sept	Total
Personnel (Salary & Fringe)	$156,786.45	$470,359.35	$627,145.80
Consultants	$3,750.00	$11,250.00	$15,000.00
Professional Development	$1,250.00	$3,750.00	$5,000.00
Equipment/Software	$1,000.00	$3,000.00	$4,000.00
Marketing & Outreach	$700.00	$2,100.00	$2,800.00
Meeting Costs	$583.58	$1,750.75	$2,334.33
Total Direct Cost	$164,070.03	$492,210.10	$656,280.13
Total Indirect Costs (21.9%, per LEDC's NICRA)	$35,931.34	$107,794.01	$143,719.87
Total Costs	$200,001.37	$600,004.11	$800,000.00

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
RESIDENTIAL AND COMMUNITY SERVICES (NBA)

Budget Form A (3-2): Personnel Information

Rev. 05/25/2025

ORGANIZATION NAME:	Latino Economic Development Center
FISCAL YEAR:	**FY 2025**
BUDGET PERIODS:	**10/1/2025 to 09/30/2026**
TYPE OF ACTIVITY:	**Housing Counseling**

Instructions: *Please add number of rows for this portion of your budget as needed.*

Position/ Title	Employee Name	Oct/Nov/Dec Hourly Rate	Q1 # of Hours	Jan-Sept Hourly Rate	Jan Sept Hours Worked	Total Costs
[redacted]						
Personnel Subtotals				**Personnel Subtotals**		$522,621.50
Fringe Benefits (Max 20%)				**Fringe Benefits (Max 20%)**		$104,524.30
Total Grant Personnel Costs				**Total Grant Personnel Costs**		$627,145.80

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director		3/17/25
2. Chris Earley, Deputy Director		3/13/25
3. Julia Wiley, General Counsel		3/13/25
4. Bill Winston, Associate Director of Community Services		3/13/25
5. Ernest Merchant, Program Analyst		
6.		

SUBJECT:

Director's Comments:

Action							
APPROVAL ☒	CIRCULATE ☐	CORRECTION ☐	FILE ☐	FYI ☐	INVITATION ☐	MEETING ☐	SIGNATURE ☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Latino Economic Development Corporation of Washington DC- NBAP FY25

Housing Services $533,333.00 Grant 2025-05

Originating Office

FROM:E. Merchant	TELEPHONE NUMBER:
DATE:3/13/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE: OFFICE OF THE DIRECTO MAR 17 '25 PM2:40

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

MAR 17 2025

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Ernest Merchant
Program Analyst

Date: March 13, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Latino Economic Development Corporation**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$533,333.00**
ATTACHMENTS:	**FY25 Grant Agreement #2025-05** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

DISTRICT OF COLUMBIA.

COMMUNITY SERVICES
HOUSING COUNSELING SERVICES

GRANT AGREEMENT

BY AND BETWEEN
THE DISTRICT OF COLUMBIA
AND

LATINO ECONOMIC DEVELOPMENT CORPORATION OF WASHINGTON, D C

This Grant Agreement ("Grant" or "Agreement"), is made effective as of March 13th, 2025, ("Effective Date"), by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the D.C. Department of Housing and Community Development (hereinafter referred to as "Department," "DHCD" or "Grantor") and Latino Economic Dev Corp, a District of Columbia non-profit corporation Grantee [DUNS No. Unique Entity Identifier (UEI) TMC6R8ADXEJ5] (hereinafter referred to as "Grantee") with its principal place of business at 1401 Columbia Rd NW Washington DC 20009. Grantor and Grantee shall be collectively referred to herein as the "Parties."

RECITALS

1. The Department with offices at 1909 Martin Luther King Jr Avenue SE, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975, D.C. Official Code§ 6-1001 *et seq.*, and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Department is authorized to fund community based non-profit organizations that provide housing counseling services for low- and moderate-income persons.

3. On June 7, 2024, the Department published a Notice of Funding Availability ("NOFA") in the D.C. Register, which announced the forthcoming issuance of the Fiscal Year

("FY") 2025 Request for Applications ("RFA") for the Neighborhood-Based Activities Housing Counseling Services Program ("HCSP"). The RFA was issued on June 21, 2024, that solicited applicants to provide services to District of Columbia ("District") residents as a part of the Department's HCSP. HCSP includes Public Services ("PS"), and Non-Public Services ("NPS") as defined in Section I herein. U.S. Department of Housing and Urban Development ("HUD") approved counseling agencies employing one or more certified HUD counselors are eligible to provide both PS and NPS services, while organizations which do not have HUD approval status may provide PS services only. The RFA included an opportunity for applicants to provide one or more of seventeen (17) services listed in the RFA. These services include HUD-approved counseling in keeping with 24 CFR 5.100 and related Federal regulations (in 2 CFR Part 200, and 24 CFR Part 214) as well as services related to local DC programs which are administered by the Department. The RFA and the requirements set forth therein are also incorporated by reference herein.

4. The Grantee's RFA application demonstrates that its organization possesses project management, and organizational and administrative capacity to successfully perform as a nonprofit grant subrecipient under the Department's HCSP, and accordingly DHCD has determined to award a grant to the Grantee in FY 2025 ("25" or "2025").

5. The Grantor proposes to fund HCSP grant activities in FY 2025 from its allocation of Community Development Block Grant ("CDBG") funds authorized by Title I of the U.S. Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), 24 CFR Part 570.

6. As a condition precedent to disbursement of the Grant proceeds to Grantee for the sole and exclusive purposes described in Exhibit A (which includes the "Statement of Work" and the approved "Workplan", both attached hereto and made a part hereof), the Department requires that Grantee enter into this Agreement setting forth the terms and conditions of the Grant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are hereby incorporated by reference and made a part hereof.

Section I. Definitions.

A. As used herein, the following terms shall have the meanings indicated:

a) **Fiscal Year**: All references to Fiscal Year(s) ("FY") herein refer to the District Government fiscal year which is October 1st to September 30th
b) **Neighborhood Revitalization Strategy Area** ("NRSA") refers to the HUD approved areas of Wards 7 and 8 which have been designated as strategic areas for revitalization. Services to Ward 7 and Ward 8 regardless of whether Public Service or Non-Public Service, attributed to the NRSA.
c) **Non-Public Services** refers to 24 CFR 5.100 counseling services provided to clients in connection with the purchase of a specific home. All other 24 CFR 5.100 counseling is Public Service.
d) **Public Services** refers to all other services and may include group training and/or one on one counseling.
e) **Performance Periods**: The Performance Period is defined as the start date and end date for which Grant funds are awarded to execute an approved Workplan and Statement of Work in keeping with the RFA for FY 2025. (See Section IV below.)

Section II. Exhibits.

The Exhibits listed below and the terms and conditions of the same are incorporated herein and made a part of this Agreement.

A. Services to be Provided
- Statement of Work
- Section 3 from the FY 25 RFA: Services
- Workplan as approved by the Grantor

B. Budget
- Schedules A (3-1) and A (3-2) for the First Performance Period

C. Required Reporting Forms
- Monthly Performance Report on group trainings/orientations/workshops and one on one counseling (in connection with the Statement of Work and Workplan), as well as reports on DHCD certificates issued, outreach and marketing activities, and upcoming group trainings.
- Quarterly Beneficiary Data and Demographics for each of the following (a) PS, (b) NPS, and (c) NRSA activities.
- Quarterly Language Access Report (Optional)

- Quarterly Banking Report (as applicable)
- Quarterly Procurement Report (as applicable)
- Quarterly Submission of Minutes of Board of Directors Meetings

D Method to determine Client Eligibility for Services
E Budget Modification Form
F Drug Free Workplace Certification
G Service Area Eligibility
H Insurance Requirements
I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Section III. Grant Award

A. The Department shall make a Grant of the District's CDBG Entitlement Grant Federal Award No: B-24-MC-11-0001 ("CDBG Federal Award") to Grantee in an amount not to exceed Five Hundred Thirty Three Thousand Three Hudred Thirty-Three Dollars and No Cents ($533,333.00) (the "Grant") and is allocated as follows:

Sources and Uses of Funds:

Public Service ("PS") [CDBG EN]	$ 233,542.00
Non-Public Service ("NPS") [CDBG EN]	$ 67,000.00
NRSAs Ward 7 and Ward 8 [CDBG EN]	$ 232,791.00
TOTAL CDBG [EN]	$ 533,333.00

Notwithstanding the source of funds designated above, the Grantor reserves the right to provide funding from another source(s). In all instances, applicable Federal and District laws and regulations shall apply regardless of the funding source. The Grant award shall be used to fund a range of services which HUD has defined as Housing Counseling Services: Public Services and Non-Public Services by a HUD Approved Counseling Agency ("HCA").

The specific Grant activities are described in Exhibit A (attached hereto) which includes
(a) the Statement of Work,
(b) Lines of Services - Section 3.2 of the Request for Applications (RFA), and
(c) The approved Workplan

(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

C. The Grant services will benefit low-and-moderate income persons living in the District of Columbia. In keeping with recent Presidential Executive Orders, Grantees should only use grant funds for US citizens and should maintain such documentation to prove citizenship.[21]

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as Exhibit B. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.

D. The Catalog of Federal Domestic Assistance ("CFDA") number is 14.218.

E. The Uniform Administrative Requirements for Federal Grants are applicable to this grant award and are available online at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1. Also, the Grantee must comply with the Community Development Block Grants regulations 24 CFR part 570 that govern this award and other related HUD regulations, which are incorporated herein by reference.

Section IV. Grant Term and Periods of Performance

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2025. During this term, there are two Performance Periods. The First Performance Period is the Effective Date to September 30, 2025. The Second Performance Period is October 1, 2025, to December 31, 2025.

Funding for each Performance Period is in the sole discretion of the Grantor and requires meeting all due diligence requirements prior to award.

[21] Examples of such document may include copies of unexpired state issued Real ID identification or driver's license, unexpired US passport or US passport card, active duty Military ID, current Green Card or Naturalization documents with state issued photographic identification.

The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of Grant funds or other Grant assets.

Section V. Statement of Work/CDBG Eligible Activities/Eligible Costs/Business Operations

A. CDBG Eligible Activities

1. Grantee shall use the CDBG Grant proceeds solely to fund Grantor-approved service activities that are intended to provide services and empower low- and moderate- income persons in the District of Columbia to make informed housing choices and achieve their housing goals, whether it's finding affordable rental housing, purchasing a home or obtaining financial assistance for critical home repairs.

The best way to provide this critical information to a client in order to assist them in their decision-making process is to adhere to 24 CFR 5.100[22] [in which a HUD certified counselor conducts (1) intake (2) financial and housing affordability analysis with affordability calculation (3) an action plan and (4) follow-up counseling to implement the action plan and achieve its stated goals].

The Grant services to be provided are described in Exhibit A. This description includes the major tasks, activities and project deliverables to be provided under this Grant. The Grantor reserves the right to alter or change the District of Columbia program requirements including eligibility, services provided, service methodology, service delivery and program goals during the performance period.

The proposed Grant activities are CDBG eligible activities pursuant to 24 CFR 570.201(e).

2. Grantee shall sponsor outreach events that inform the community about the Grant activities and participate in other community events as requested by Grantor.

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[22] 24 CRF 5.100: "Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling."

3. The Grantee must retain records which demonstrate that each activity funded under this Grant is CDBG eligible and document the amount of CDBG funds expended for each activity. This includes the activity itself, the outcomes, and the records concerning beneficiaries in keeping with subsection (B)(2) below receiving services. Any authorizations needed together with beneficiary statistical information should be obtained by the Grantee during intake or registration. HUD does not grant exceptions or authorize the District to make exceptions to this requirement.

B. CDBG National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention of slums or blight; 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. The Grantee certifies that the CDBG-assisted activities to be carried out under this Agreement will meet the National Objective of primarily benefiting low- and moderate-income persons (limited clientele activities) in accordance with Federal and District Requirements. The minimum threshold requires that at least 51% of the households served with CDBG funding must be low- and moderate-income households; provided however, that a Grantee whose application claimed additional scoring points for agreeing to provide Grant services to more than 51% low- and moderate-income beneficiaries, must adhere to the percentage they elected in their application.[23]

In accordance with the Grantee's election in their Application for a grant award and for receiving additional points in scoring, the Grantee has agreed to exceed the minimum requirement and to serve at least 90% low- and moderate-income beneficiaries.

Note: This percentage cannot be decreased as it was used for scoring in a competitive round of funding.

4. The Grantee shall disclose to any client that services are provided free of charge by a Grant funded by DHCD using Federal funds and therefore the Grantee has certain reporting

[23] In responding to the RFA published June 21, 2024, applicants were given the opportunity to receive additional points in scoring for committing to exceed the CDBG minimum threshold to either a 75% minimum or a 90% minimum.

requirements in order to provide the Grant services free of charge. The Grantee shall use appropriate forms to obtain a client authorization, as required, to comply with the terms of this Agreement and to meet HUD reporting requirements,

C. Staffing

Where HUD requires services are to be provided by a Certified HUD Housing Counselor, the Grantee shall comply with that requirement and not permit services reserved to HUD certified counselors to be provided by others.

To the extent applicable, Grantee agrees to secure the services of qualified personnel that are licensed and bonded in the District of Columbia to perform the CDBG Federal Award activities and services listed in Exhibit A.

Any changes in personnel or their general Grant responsibilities as set forth in Exhibit A are subject to the prior written approval of DHCD. In this regard, it is essential that the Grantee immediately report terminations and proposed new hires to the Grantor.

D. Business Operations

1. Grantee shall observe business hours of operation onsite in their service location(s) that align with District Government hours of operation specifically Monday through Friday 9:00 am to 4:30 pm (DC holidays excepted)[24] and shall ensure that sufficient staff are on site at Grantee's place of business to carry out Grant services.

2. During the hours of operations, Grantee shall have live answered telephones for incoming calls. If the Grantee's phone system utilizes an auto-attendant function or voicemail, announced option to the caller must include an option to press a certain key (such as "0" for an Operator) to be connected to a staff person in real time who can answer and field questions, redirect a caller to a staff person who can address a caller's inquiries, or provide registration information. DHCD and other DC agencies such as the Office of the Attorney General may check Grantee's compliance with this requirement from time-to-time.

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[24] DC Holidays include New Year's Day, Dr. Martin Luther King, Jr. Holiday, Washington's Birthday, DC Emancipation Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Day.

E. Grantee may offer clients virtual appointments as well as virtual group informational or educational activities, but Grantee shall also provide clients an option for in-person services (including both in-person one on one appointments as well as some in-person group informational or educational activities.) The Grantee shall not refuse in-person services to DC residents.

F. Housing Resource Center (HRC) and Late Night Hours: As required by the RFA, "Applicants selected for the award shall participate (in a regular rotation) in staffing onsite at the Department's Housing Resource Center (HRC). The HRC provides services to DC residents by appointment and walk-ins." The HRC is located in the Grantor's offices at 1909 Martin Luther King Jr Av SE. The HRC coordinator, in conjunction with the Associate Director for Community Services, will develop a schedule in consultation with Grant subrecipients for staffing the HRC on a rotating basis on weekdays.

RFA applicants were awarded additional points in their score by committing to "Extended Office Hours." The options included providing office hours until 7:00 pm at least one (1) day a week in their office location and/or until 7:00 pm at least two (2) days a month in the HRC.

In accordance with the Grantee's selection in their Application for grant award and funding, the Grantee has committed to serve Extended Office Hours Extended Office Hours until 7:00 pm one (1) day a week in their office and one (1) day in the HRC.

Section VI. Disbursement/Required Support Documentation

A. Reasonable, Allowable, Necessary, Allocable

1. Grantee may request reimbursement for actual expenses incurred to provide services and as described in the Grant Budget (A 3-1 and A 3-2). Requests must meet all four criteria: reasonable, necessary, allowable, and allocable. (2 CFR 200.305)
    a. ***Allowable costs.*** Reimbursements are limited to the expenses directly related to activities supported by the grant activities and are subject to the regulations of the Federal and District Governments. Expenses related to activities should be necessary, reasonable, allowable and allocable.
    b. ***Limitations on allowable costs.*** A grantee may not use an indirect cost rate to determine allowable costs under its grant.
    c. **Some *Unallowable costs.*** Expenses that are not allowable include (but are not limited to) sales tax, late fees, debts, tips & gratuities, food, alcohol, controlled substances, cash reserves or investments, money given to individuals (including

donations, grants or loans), contributions to organizations, costs of fundraising, fund development, grant writing, advocacy, lobbying, and purchase of goods or services for personal use or benefit.

2. In addition, Grantee must demonstrate to the reasonable satisfaction of the Grantor that Grant performance milestones have been achieved. All requests for payment of eligible expenses shall be associated with the budget line items specified in Exhibit B (Budget Schedule A (3-1), estimated cost invoices and satisfactory Grant performance.

3. Grantees may not be reimbursed for expenses paid through Cash app or other similar peer-to-peer payment platforms, since such platforms create issues for recordkeeping, auditability, and compliance with grant regulations.

4. The Grantee shall not supplant funds or seek reimbursement for expenses that may be reimbursed by another grant (Federal, District, or private) either prior to or subsequent to reimbursement by the Grantor.

5. The Grantee must have the capacity for bookkeeping and accounting services required to track Grant expenses and create payment requests in keeping with Federal and District requirements, either on staff or by a third-party contractor.

6. The Grantee shall create and submit payment requests in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the Grantee to create and submit invoices by selecting the applicable purchase order number which is listed on the Grantee's profile.

7. All Grantees must be registered in the portal prior to invoice submission. The vendor portal website is **https://cfo.dc.gov./supplier_portal**. Please log onto the portal for further details and instructions. Questions can be submitted to **suppliers@dc.gov**.

B. Form of Submission of Payment Requests

1. The cover sheet to the reimbursement package must be the 30A Form of the Department [RCSD DHCD 306A Revised October 2024]. No other cover sheet is needed. This form should contain the Purchase Order Number, the IDIS Number, and the Partial Payment Number in accordance with Department's guidelines.

Payments requests are contingent upon certification by the Grantee in the following form as contained on the 306A (RCSD DHCD 306A Revised October 2024). The Certification is to be made by the chief executive officer, or the chief financial officer or the chief operations officer if the Governing Board has authorized this officer to act on behalf of the board to sign.

"I certify that all items, quantities and prices of work and material shown in the requisition are correct to the best of my knowledge and belief. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information , or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812." (2 CFR 200.415)

2. Page 2 and Page 3 shall be the Reimbursement Request A 3-1 and A 3-2.

3. Page 4 shall be the Invoice Cover Sheet with:
   a. A unique identifier (e.g. a row number or brief alphanumeric code) shall be assigned by the Grantee to non-personnel invoices and with the same unique identifier marked on each and every supporting document (e.g. receipt, proof of payment, cancelled checks, contracts, scopes of works, services rendered, vendor statement or document, Grantee's notes) submitted. The unique identifier shall be listed on the invoice cover sheet.
   b. Vendor's name
   c. Remittance address
   d. Invoice number
   e. Invoice date
   f. Contract number (also known as Grant Number)
   g. Purchase order number (if any)
   h. Invoice Amount
   i. The Amount which the Grantee is requesting reimbursement
   j. Quantity of goods/services delivered. Deliverables. Shipping and payment terms
   k. Other substantiating documentation that justifies and supports the payment request.

4. Page 4 and subsequent pages as needed shall include the supporting documents for the reimbursement request including signed timesheets, payroll reports, invoices from vendors marked as described above. (See Section E below.)

C. HUD Related Requirements

1. Federal regulations require that reimbursement under the Grant is tied to (a) beneficiary data reporting and (b) program performance. Failure to meet reporting deadlines for performance and/or beneficiary service data will suspend temporarily the processing of Grantee payment requests. Staff unavailability does not waive the requirement to meet reporting deadlines, and Grantee shall ensure that adequate staff are trained or cross-trained to prepare and submit reports timely.

2. The Grantee should be aware that HUD maintains an *Integrated Disbursement and Information System* ("IDIS"), a database in which the Grantor must make reports during the performance period on each Grantee's account. HUD flags subrecipient accounts when reporting is not provided by a deadline. Such a flag shall constitute a default. Multiple flags or failure to meet the conditions for HUD to remove a flag may result in suspension or termination in keeping with Section XII (C) of this Agreement.

D. Schedule for Submission of Reimbursement Requests

1. Requests for reimbursement shall be submitted in a timely manner by the date due. Failure to meet a deadline shall constitute a default.

2. On the 10th day of each month, the Reimbursement Request shall be for the prior month; provided however, the September reimbursement request must be submitted earlier in October on the date specified by the Office of the Chief Financial Officer of the District of Columbia, which is usually between the 5th and 7th day of October. *(Grantee may wish to use other funding sources for the late September payroll to facilitate meeting the deadlines.)*

3. In order to close-out the grant by September 30th, the October request should be the only request submitted in September.

4. The monthly schedule for submission is as follows:

Month	Due Date
March	April 10th
April	May 10th
May	June 10th
June	July 10th
July	August 10th
August	September 10th
September	October 5th or 7th as specified by the DC CFO
October	November 10th
November	December 10th
December	January 10th
January	February10th
February	March 10th

5. As applicable, expenses incurred pursuant to a project commitment in IDIS that has been approved by the Grantor and are otherwise eligible for reimbursement at the Grantor's sole discretion, may be reimbursed, regardless of when those expenses were incurred.

E. Source Documentation

1. All costs and obligations incurred under this Grant Agreement must be supported by source documentation (e.g. invoices, receipts, contracts, canceled checks, etc.). Documentation may also include approved time distribution sheets and certified payroll reports for employees and contracts.

2. The Grantee must satisfy all documentary requirements to the reasonable satisfaction of the Grantor prior to the disbursement of Grant funds.

F. Requirements Applicable to Disbursed Funds/No Escrow

1. Grantee shall not escrow Grant funds. However, nothing shall prohibit the Grantee from supplementing funding for these activities from other sources including other grants, funders or donors.

2. Any cash advances disbursed pursuant to this Agreement must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate

cash requirements of the Grantee in carrying out the purpose of the Grant. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct Grant program or project costs and the proportionate share of any allowable indirect costs.

3. If at any time it is determined that more Grant funds are disbursed to Grantee than what was required by the Grantee's immediate disbursement needs, Grantee shall immediately return to Grantor the excess funds.

4. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations or fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee.

G. The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect cost rate, as further described in Section (C)(4) and Section (C)(5) (Reporting Requirements) below.

H. In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant proceeds within three (3) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant proceeds, unless another date shall be agreed to be the parties in writing. The Grantor reserves the right to recover such losses by any legal remedy available.

Section VII. Budget Modifications

A. Any amendments to the budget (change in the amounts specified in the individual cost categories set forth in Exhibit B). may be approved by the Grant Administrator, so long as the total amount of the budget is not exceeded.

B. Any increase in the total Grant amount must be approved by the Director of the Department. If the change is made at the request of the Grantee, the request shall be in writing dated and shall be submitted on a Budget Modification Form, attached hereto as Exhibit E.

1. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and dated using the appropriate excel format or the appropriate online portal if available.

2. The Grantee shall make modification requests by June 1st, to allow sufficient time for processing prior to the start of the fourth quarter of the fiscal year. No more than two modifications may be required in the performance period. Requests for modification to the budget shall not be approved after June 1, 2025, except for extenuating circumstances specified in writing, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion.

3. The Department will not approve reprogramming of personnel funds for positions not filled in compliance with this Agreement and Grantee's personnel policies submitted to Grantor. If at any time DHCD requires a more detailed budget breakdown than the one contained herein, the Grantee shall provide such supplemental budget information in a timely fashion and in the form and content prescribed by DHCD.

Section VIII. Conditions Precedent to Grant Closing and Grant Disbursement

Grant closing shall mean the date on which Grantee has satisfied all conditions precedent to execution to the satisfaction of the Grantor, at which time both parties have executed and delivered the Grant Agreement. No Grant proceeds shall be disbursed prior to Grant closing.

The following conditions must be met prior to Grant closing:

A. Eligibility Determination. Determination by the Grantor that Grantee's proposed Grant activities meet eligibility and national objective requirements specified by the CDBG Program regulations at 24 CFR §§ 570.200 through 570.209. Grantor has determined that the proposed Grant activities are eligible for CDBG Program funding pursuant to 24 CFR 570.201(e) (provide housing counseling services to low- to moderate-income households).

B. Environmental Clearance. Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historic preservation reviews, and HUD has issued an approval of the release of funds.

C. Due Diligence Submissions. The following items must be delivered to DHCD for approval prior to Grant execution and Grant closing:

1. Articles of Incorporation, organizational by-laws and certification of nonprofit status.
2. Board/Corporate Resolution, memorializing
   a. the Grantee's intent to enter into this Agreement
   b. identifying the total Grant amount of the award
   c. identifying the Grant Number
   d. identifying the funding source(s) of the award, and
   e. identifying the authorized person by name and title who is authorized to sign on behalf of the corporation to enter into this Agreement.
3. Certificate of Good Standing
   a. issued by the DC Department of Licensing and Consumer Protection (DLCP)
   b. certified within 6 months of the Effective Date of this Agreement.
4. Certificate of Clean Hands
   a. issued by the DC Office of Tax and Revenue (OTR)
   b. certified within 90 days of this Agreement.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia to carry out the Grant activities.
6. Evidence that Grantee has obtained insurance, as provided in Exhibit H. If the renewal period for any insurance requirement occurs during the Grant performance period, the Grantee is required to submit to the Grantor evidence (Certificate Of Insurance) of insurance renewal to cover the remaining Grant performance period.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Effective Date.
8. An Affirmative Action Plan ("AAP") must be submitted by the Grantee for review and approval by the District prior to Grant execution and the disbursement of any Grant proceeds. The AAP shall be in a form to be determined by the District and must detail the Grantee's efforts to comply with the District's goals for achieving equal employment in District government contracts and set forth specific standards for the utilization of minorities in all job categories, as required by Mayor's Order 85-85 and District law.
9. Drug-free Workplace Certification (Exhibit F).
10. Debarment affidavit and verification confirming that Grantee is not debarred or suspended or otherwise excluded from or ineligible for participation in federal or District assistance programs under Executive Order 12549 or District law.

D. Opinion of Counsel. Grantee shall submit a written opinion of the Grantee's attorney, which states that the attorney has read the Grant documents and that the Grantee:

- Is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary.
- Has the full authority and legal right to carry out the terms of this Grant Agreement and all documentation required hereunder to be executed by Grantee; and
- Has taken all actions to authorize the execution, delivery and performance of this Grant Agreement and any documents required to be executed in connection with the Grant according to their respective terms

The Opinion shall further state that none of the aforesaid actions, undertakings or agreements violate any restriction, term, condition or provision of the Grantee's organizational documents or any contract or agreement to which Grantee is a party or by which it is bound. The Opinion must identify the Grant Agreement by name and Grant number, and the counsel must specifically identify the documents upon which the Opinion is based.

E. Current on District Obligations. Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant, including all local taxes and charges affecting Grantee's business.

F. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Proceeds, including, but not limited to the Council of the District of Columbia and the Chief Financial Officer of the District of Columbia.

G. Clearance Approval issued by the DHCD Office of Program Monitoring.

Section IX. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. The Grantee shall cure all report deficiencies identified by the Department and resubmit for approval by the Grantor within 14 calendar days of the notification. The requirements of monthly and quarterly reports [VII.(A) and (B) are in Exhibit C.]

A. Monthly Reporting

Monthly Performance Reporting. The Grantee shall use the online reporting portal provided by the Grantor and shall provide a complete performance report by the 10th day of each month reporting on Grant activities, accomplishments and performance of the prior month. Failure to submit the report by the tenth day of the month following the end of each

month shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

B. Quarterly Reporting

On the 10th day of January, April, July, and October, the following quarterly reports for the previous three months shall be due and provided by the Grantee in the form and method required by Grantor:

1. Quarterly Report on **Beneficiary Data and Demographics** (separate reports for PS, NPS and NRSA).

2. **Banking Report** (as applicable)

3. **Non-expendable Equipment Inventory Report** (as applicable) (the purchase or lease of non-expandable equipment). The purchase of all computer equipment must have prior approval from the Department.

4. **Procurement Report** (as applicable).

5. Copies of the **Minutes of the Board of Directors** meetings, which took place during the previous quarter; and

6. **Language Access Report** (optional) -- If services are provided in languages other than English, we encourage a language access report to be made.

Failure to submit any or all Quarterly Reports by the tenth day of the month following the end of a quarter shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

C. Additional Report Requirements

The following reports are due to the Department within the timeframes indicated below. If these documents were previously submitted, they must be updated and resubmitted.

1. Fringe Benefits Report

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects funded from the proceeds of this Grant shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefits rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the change. The report shall be submitted to DHCD within fifteen (15) days of Grant execution.

The fringe benefits rate for any personnel costs funded by this Grant shall not exceed 20% of the base salary rate indicated in Schedule A Form A (3-2) of the budget (Exhibit B).

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to the date of the Offer Letter.

All personnel costs approved under this Grant Agreement must be filled within ninety (90) days of Grant execution or within ninety (90) days of the vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than ninety (90) days, whether intermittent or consecutive, at any time during the Grant period may result in the loss of funds for the position.

Grantee must submit transcripts of training or continuing education for individual staff and counselors to the Grantor.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with CDBG funds, in accordance with the requirements specified in 2 CFR Part 200 (Exhibit D). The property inventory list must include, at a minimum, a short

description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

a. The Grantee shall submit a budget and Cost Allocation Plan showing its direct and indirect costs and the allocation of such costs to the Grantee's activities, including the administration of the activities and services provided under this Agreement. The plan must show all allowable and unallowable costs and how such costs are included in the direct and indirect costs in accordance with 2 CFR Part 200.

b. A current Cost Allocation Plan must be submitted no later than thirty (30) days following Grant execution.

c. The Cost Allocation Plan must include all sources of funding for the Grantee, including this, Grant and to which program/cost centers each source has been applied using the Grantee's chart of accounts (referencing individual budgetary line items).

The Grantee must provide:

i. the total amount of funding from each funding source,
ii. the total staff employed by the Grantee, regardless of funding source, staff allocation per grant/program and the estimated percentage of time spent per grant program.

d. As required by HUD, the Cost Allocation Plan is subject to approval by the Grantor. The Grantee shall cure any defects or omissions in the Cost Allocation Plan within 60 calendar days of the notice to cure.

e. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. The waiver request must detail the reasons for the waiver request and include a copy of the relevant audited financial statements.

f. Claims for reimbursement of documented Grant expenses shall comply with 2 CFR Part 200 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.

5. Indirect Cost Rates

a. Grantees may request reimbursement for indirect costs based on their Cost Allocation Plan. The Cost of Allocation Plan must be reviewed and approved by the Grantor. The Grantee is required to keep records of the expenses charged to the Indirect Cost Rate for monitoring and close-out.

Grantees with Indirect Cost Rates are required to use their indirect cost rate. Grantees with provisional rates must demonstrate the rate is not expired or that it is currently used by a Federal Agency in awarding Federal funds to the Grantee during the current Fiscal Year. Other Grantees may use the Federal *de minimis rate* of 15%. In either case (*De Minimis rate* or Federally Approved rate), Grantee shall maintain records (available during monitoring, or close-out or upon request) indicating which costs in the cost allocation plan and the dollar amount have been attributed to the Indirect Cost.)

Indirect cost rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with supporting documentation. DHCD will not make adjustments to indirect cost rates after June 1st.

The Grantor does not issue or award Indirect Cost Rates.

Grantees who wish to obtain a Federally authorized Indirect Cost Rate are encouraged to contact the "Cognizant Agency" which is the US Department of Health and Human Services.

b. For all personnel costs funded under this Agreement, Grantee must maintain documentation for use of indirect cost funding and provide the same when requested for verification of expenditures in keeping with the approved cost allocation plan, including, but not limited to cancelled checks, employee signed and supervisory approved employee time sheets, invoices and bank records.

c. Expenses charged to an indirect cost rate must be accompanied by and cross-referenced to and reconciled with an independent audited financial statement, which accounts for all (grant funded and non-grant funded) activities by the Grantee during the fiscal year in which the indirect cost rate is based.

6. Organizational Audit

Grantee must submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year.

Note to All Grantees: All Grantees must ensure their financial records are available for review or audit by appropriate officials of the Federal Government and the District Government.

7. Auditor's Management Letter.

Grantee shall submit an auditor's Management Letter to the Grantor at the time it submits the annual audit.

8. Procurement Policy. Accounting Policies and Procedures. and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution, the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of the Grant. These policies and procedures shall be in accordance with the requirements of 2 CFR Part 200. The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

If the Grantee has previously submitted these documents, and the documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a certified statement (the "Re-certification Letter") to the Grant Administrator indicating when the most current document was submitted to the District and certifying that no changes to these policies and procedures have since been made.

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D. Summary of Report Deliverables and Receipt Due Dates:

	Report	**Receipt Due Date**
1	Monthly Performance Report	No later than the 10th day of each month
2	Quarterly Beneficiary Data	No later than January 10th, April 10th, July 10th and October 10th – a separate report for each use: PS-NPS-NRSA
3	Language Access Report (Optional)	No later than January 10th, April 10th, July 10th and October 10th
4	Fringe Benefits Report	Within 15 days of Grant execution
5	New Hires/New Employees Information (Job Description & Resume) HUD certificate if certified counselor	10 Days prior to the Offer Letter of Employment being sent to the candidate
6	Notice of Vacant Position	Within 10 days following the vacancy
7	Non-expendable Equipment Report	Within 15 days of Grant execution and quarterly thereafter
8	Procurement Policies and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
9	Accounting Manual and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
10	Cost Allocation Plan (based on and tied to the most recent audit)	Within 30 days of Grant execution
12	Independent Financial Audit	Within 90 Days of the Close of the Grantee's Fiscal Year

	Report	Receipt Due Date
13	Single Audit Report (if applicable)	Within 30 Days of submission to the Federal Audit Clearinghouse
14	Auditor's Management Letter	Submitted with the submission of the Audit
15	Requests to revise Budgets and/or Workplans	Prior to the 1st day of June
16	Grantee's Close-Out Report (Section XV.) Inventory Report & Annual Report	Within 90 Days of the end of the Term of the Grant.
17	HUD 9902	Within 30 Days of Submission to HUD
18	HUD Monitoring Report	Within 30 Days of Receipt from HUD monitor or the HUD intermediary monitor.

Section X. Accounting/Audit Requirements

A. Accounting System

1. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in Exhibit B.

2. Accounting records should be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.

3. Any funds provided to the Grantee or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest-bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

Grantee shall submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year, contingent on the following:

1. Grantees receiving an aggregate of $1,000,000 or more from all funders in Federal funds must in accordance with Federal regulations obtain an independent audit (Single Audit Act of 1984 , Single Audit Amendments Act of 1996, and 2 CFR Part 200). A standard audit may be supplied pending the completion and submission of the Single Audit.

2. Grantees:
   (a) Required to be audited by any State or political subdivision(s) thereof (whether by statute or regulation) or
   (b) Who conduct an audit to submit to any government or private funder, or foundation or corporate funder or
   (c) Whose governing body or senior management obtains an audit,

   shall be required to submit that audit to the Grantor upon receipt of the same.

If the Grantee is not audited in accordance with (1) and (2) above, the following shall apply:

3. A Grantee whose corporate entity receives or expends less than $999,999 as reported to the Internal Revenue Service in the 990 Tax Return without amendments, deletions or summarized details must file with the Grantor a financial report prepared by an independent Certified Public Accountant and certified by the same that contains:
   - income statement or Statement of Activities,
   - balance sheet or Statement of Financial Position,
   - statement of Functional Expenses by program or cost centers such statement to break out separately the Grantor's funding by Grantor's program(s) separately from all programs or cost centers used.
   - statement of cash flows, and
   - independent review and certification of the financial statements including a review of the management's financial internal controls.

   In addition, the nonprofit organization must file a biennial audit that covers both years within a biennial period. See 2 CFR Part 200, Subpart F.

4. The Grantee shall fully clear any deficiencies noted in the audit reports within sixty (60) days after receipt by the Grantee.

5. . Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default of this Grant and may result in the withholding of future payments and/or debarment from participation in future Grants.

Section XI. Grant Administration

The Grant Administrator is:

William Winston
Associate Director for Community Services
DC Department of Housing and Community Development
1909 Martin Luther King Avenue SE, Room 304
Washington, D.C. 20020.

The telephone number is (771) 208-9628. All concerns regarding the technical implementation and interpretation of this Grant are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line-item changes and terms) where there is no dollar increase.

Section XII. Repayment of Grant Funds/Grant Performance Monitoring Default and Remedies

A. HUD Monitoring

The Grantee is subject to monitoring by HUD and agrees to provide all required information, data, records, files including client files, case notes, correspondence and emails, reports, beneficiary data, performance data, financial records, supporting documentation, to satisfy HUD monitoring. Notwithstanding the date of a finding by HUD, should HUD make a finding, the Grantee shall be responsible to cure the defect, and should HUD require repayment of Grant funds for any reason to the Federal Government, the Grantee shall be responsible for repayment in the amount specified by HUD. Repayment shall be made to the District of Columbia and by the District to the Federal authority in satisfaction of the HUD requirement. HUD monitoring is not confined to the performance period but extends through the record retention period provided in Section XV.

B. Grant Performance Evaluation

1. DHCD will monitor the performance of the Grantee to ensure that the goals and performance standards stated in the Statement of Work and Work Plan and RFA are being achieved according to schedule and within budget.

2. All records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. Grantee shall make timely submission of all information and/or records requested by DHCD or HUD to assess performance under the Agreement.

C. Suspension or Termination of Grant Assistance

1. In accordance 2 CFR 200.340 and 200.341 and 200.343, suspension or termination of CDBG Grant assistance may occur according to the Default provision in subsection D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner.

2. If Grantee fails to correct the substandard performance within thirty (30) days after receiving written notice from DHCD, suspension or termination of this Agreement will be initiated.

3. In accordance with 2 CFR 200.340(a), suspension or termination of Grant assistance may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

Subject to any applicable notice requirement and right to cure, the occurrence of any of the following shall constitute an event of default:

1. Failure to comply with any of the CDBG Program rules, regulations or provisions referred to in this Agreement, or such other Federal or District statutes, regulations, executive orders, District of Columbia mayoral orders, HUD rulings, policies or directives applicable to this Grant:

2. Failure to comply with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement.
3. Substandard performance by the Grantee or any of its agents under this Agreement, as determined in the sole and reasonable discretion of DHCD; or
4. Improper use of funds provided under this Agreement.

A determination of default shall be made in the sole and reasonable discretion of DHCD.

E. Remedies for Default

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of a written notice to the Grantee, Grantor may take one or more of the following actions, as determined in its sole discretion:

1. Terminate and suspend further disbursement of any remaining Grant assistance.
2. Disallow all or part of the cost of the activity or action that is not in compliance with this Agreement.
3. Wholly or partially suspend or terminate the current Grant award; or
4. Take other legal remedies that may be available.

F. Termination for Convenience

The Grant may be suspended or terminated on the basis of convenience as provided in 2 CFR 200.340(a).

G. Reversion to DHCD of Grant Assistance

1. Upon default by the Grantee under the terms of subsection D above, which has not been cured, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request the following:

i. Any Grant funds in its possession (whether or not committed),
ii. Any accounts receivable attributable to the use of Grant funds; and
iii. The portion of any income directly generated by (or the prorated proportion of) Grant funds for the activities described in this Agreement.

2. Upon final completion of the projects and activities for which CDBG funds have been provided by DHCD, expiration of the term of this Agreement, cancellation, or determination of this Agreement, the Grantee shall transfer any unspent, excess or surplus CDBG Grant funds, to include accounts receivable attributable to the use of the CDBG funds.

H. Grantor Non-Waiver

DHCD's delay or failure to act with respect to a breach by the Grantee does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section XIII. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, and 2 CFR Part 200, as deemed applicable by the Grantor. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Fund Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Organizational Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter arising from this Grant Agreement.

D. Cancellation Ceiling

H. Misuse of Grant Funds

Any alleged fraud, waste, abuse or mismanagement of Grant funds shall be immediately reported to the Grantor and the District of Columbia Office of the Inspector General ("OIG"). The OIG may be reached at (202) 724-TIPS (8477) and (800) 521-1639 or at oig.dc.gov

I. Nonassignability

Grantee will not sell, assign, pledge or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

Section XIV. Insurance

A. The Grantee shall obtain at least the minimum insurance coverage set forth in this Section XIV. and Exhibit H prior to the Effective Date and keep such insurance in force, as may be applicable, throughout the Grant period of performance.

B. Fidelity Bond: The Grantee must procure Fidelity Bond coverage in an amount equivalent to the total Grant budget. Pursuant to 2 CFR Part 200, Fidelity Bond coverage is required to protect the District's interest in the dollar amount of the Grant. Should Grantee be unable to procure a Fidelity Bond, Grantee shall submit proof that it has obtained general liability insurance that covers internal employee criminal activity or directors' and officers' liability insurance.

Section XV. Records Retention/Access

A. Records Retention

The Grantee shall retain all records demonstrating compliance with CDBG requirements and that are pertinent to this Grant for no less than five (5) years from Close-out of this Grant Agreement, including any extension thereof made in accordance with Section XVI. [Option to Extend] and including but not limited to Close-Out in IDIS of any HUD requirements. See Exhibit 5.1 in this link: https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-5.pdf

B. Extension of Retention Period

Notwithstanding the foregoing retention requirement in paragraph A above, if any litigation, claim, HUD monitoring or audit is initiated before the expiration of the retention period, records shall be retained for a period of not less than four (4) additional years following completion of the actions and resolution of all proceedings (e.g. litigation, claim, HUD monitoring or audit) involving the records.

C. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility, progress and achievement toward program goals and secure such records in a manner subject to applicable privacy laws. Such data may include, but is not limited to, client name, address, income level, case notes, correspondence and a description of service(s) provided. The Grantee shall use software which is HUD compliant to maintain client records. The Grantee shall transmit client records and files in a manner that is compliant with HUD's Personally Identifiable Information (PII) requirements.

D. Access to Records

All Grantee books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Grant funds shall be made available to the Department, HUD, its designee, representatives of the Inspector General of the District of Columbia or the Office of the DC Auditor at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.

E. National Objectives

The Grantee agrees to maintain documentation that demonstrates that the activities carried out with CDBG funds provided under this Grant meet the CDBG national objective of benefiting low- and moderate-income persons, as defined in 24 CFR part 570.208.

F. Copyright

If this Agreement results in any copyrightable material or inventions, DHCD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Section XVI. Federal and District Public Policy Requirements

Grantee shall fully comply with the following Federal and District policy requirements, as deemed applicable by Grantor:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federal-assisted and federal conducted programs and activities .

C. The requirements of Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

D. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.-) and implementing regulations at 24 CFR I part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

E. The requirements of Executive Order 11246, as amended by Executive Orders 11375. 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

F. The Conflict of Interest provisions of Federal and District laws strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of Federal funds to comply with 2 CFR 200.317 to 200.327 and

any sections of Title of 24 the Code of Federal Regulations concerning CDBG funding which are more restrictive than the Uniform Guidance Code for use of CDBG funds. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within (fifteen) 15 business days of execution of the Grant Agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict-of-Interest declarations to be executed by each employee and board member.

G. The Hatch Act, Chapter 15 of Title V. United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

H. The National Environmental Policy Act or other legislation implemented by 24 CFR part 58.

I. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement as Exhibit F.

J. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991H FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.

2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any grant,

or the entering into any extension. continuation. renewal, amendment of modification of any grant.

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and

c. He or she will include the language of the certification in all sub- grant awards at any tier and require that all recipients of sub-grant awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this Grant imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure, as the applicable grant shall so provide.

K. The Americans with Disabilities Act of 1990 (ADA) - Notwithstanding anything contained herein to the contrary, during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

L. The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are applicable pertaining to economic opportunities for low and very low-income persons. 24 CFR part 135.

M. First Source Program - Contractors and subcontractors of a government-assisted Project totaling $300,000 or more must comply with the District's goals for the recruitment, referral and placement of District residents. See D.C. Law 5-93, as amended, D.C. Official Code§ 2-219.01 et seq.

Section XVII. Close-Out Provisions

Activities and tasks during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor, and determining the custodianship of records (which shall remain the responsibility of the Grantee unless a determination is made otherwise). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over District appropriated funds and the record retention period, whichever is longest. Grantee shall submit the following items within the time frames indicated in this Section after completion of Grant activities or expiration or termination of this Agreement.

1. All activities are eligible, were completed and met a national objective.
2. All grant funds were expended in full, or all remaining funds are to be returned to Grantor.
3. All reporting requirements were completed and submitted (except for the final report that is submitted during the closeout process).
4. Any special conditions were met; and
5. All deficiencies or corrective actions affecting the Grant were resolved.

A. Grant Close-Out Report

The Grantee shall submit to the Grantor a Grantee's Close-Out Report ("Report") within ninety (90) days after expiration of the Grant term, termination of the Grant, or final payment for activities under this Agreement, whichever occurs later. This Report, at a minimum, shall include a narrative of the Grantee's completed tasks based on the activities, performance measures and goals set forth in the Statement of Work. The Report shall be completed using a form provided by the Grantor. The Grantee shall provide any information or data Grantor requests for Close-Out. In the Grantor's sole discretion, the reporting provided during the term of this Agreement may be accepted in lieu of the Grantee's Close-Out Report if those reports contain all information required in this section.

B. Documentation of Expenses

Within ninety (90) days after the expiration of the Grant, the Grantee shall provide to Grantor documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses.

C. Equipment Inventory

The Grantee shall submit to Grantor a list of all furniture, fixtures, equipment and vehicles purchased with Grant funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with 2 CFR Part 200.

D. Audit

The Grantee shall submit an audit or financial statement, as applicable, and as provided in Sections IX and X. of this Agreement.

E. Transfer of Records

Grantee shall, within ninety (90) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

F. Grantee's Obligations

The Grantee's obligations to DHCD remain in effect through the period of record retention as stated in Section XV.

Section XVIII. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion, and if legally permitted, extend the term of the Grant no more than two (2) times for one-year terms, or any fraction of one year, or multiple successive fractions thereof.

B. Grantor will endeavor to provide Grantee a preliminary written notice of its intent to extend at least thirty (30) days before the end of the Grant Term. The preliminary notice does not commit the District to an extension or authorize additional Grant funds to Grantee.

C. Any extension of this Grant is contingent upon the appropriation of funds for the applicable time period. However, the availability of funds shall not obligate the District to extend the Grant.

Section XIX. Total Agreement

The Grant Agreement, including specifically incorporated documents (to include the approved Statement of Work, the Work Plan, the approved Budget and the Grant attachments) constitute

the total and entire agreement between the Parties. Grantee understands and agrees to comply with the incorporated references contained in this Agreement and all applicable District and Federal laws and regulations.

Section XX. Applicable Law.

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia, unless otherwise controlled by federal law. In any proceeding relating to this Grant Agreement, each of Grantor and Grantee, hereby irrevocably submits to the jurisdiction of the Courts of the District of Columbia for the purposes of any suit, action or proceeding arising out of or relating to this Grant or transactions contemplated hereby.

Section XXI. Severability.

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XXII. Amendment.

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Grant activities, or the amounts specified in the Budget without the prior written approval of Grantor. The Grantee may request in writing approval of any proposed change to the Statement of Work or Workplan or the amounts specified in the eligible cost categories of the Budget and shall provide adequate supporting information and a revised budget along with its request. All such requests must be signed and dated.

Section XXIII. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or fully, by the Department.

1. The written or printed materials must include the authorized DHCD logo.

2. Written or printed materials include, but are not limited to, newspaper, radio and television announcements or advertisements, websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.
4. Grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to Grantee.
5. Grantee must provide copies of all marketing materials, brochures, flyers and other materials that publicize grant-funded activities to Grantor via email at dhcd.occo@dc.gov

Grantee shall publicize, as appropriate, to its constituency through social media, print, and online postings, DHCD communications and events that are related to Grant supported activities.

Section XXIV. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code§ 2-531 *et seq*. provides for the disclosure of public information. Specifically, the law provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Official Code § 2-170 l (13) .

This serves as your Notification that information /documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code§ 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXV. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

In the event of cancellation of the Grant because of non-appropriation of funds for a specific fiscal year, there shall be a cancellation ceiling of zero dollars.

E. Anti-Deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, Grantor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code§ 47.105. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-Deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section XI. of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements.
2. Performing technical evaluations as required.
3. Interpreting the Statement of Work and other language in the Grant.
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with the District and other laws and regulations applicable to the Grant.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

Emi Reyes
Chief Executive Officer
Latino Economic Development Corporation
of Washington DC
1401 Columbia, NW (Unit C)
Washington DC 20009
(202) 540-7400
ereyes@ledcmetro.org www.ledcmetro.org

appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, homeless status, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Sexual harassment is a form of sexual discrimination which is prohibited by the Act and Mayor's Order 2023-131 (Updated District Government Sexual Harassment Policy, Guidance, and Procedures), which is attached hereto as Exhibit I.

The prohibition against workplace sexual harassment extends to third parties doing business with or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies. By executing this Agreement, Grantee affirms that it will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1 I 00 et seq. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated.

Section XXVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addresses:

NOTICE TO GRANTEE:

Latino Economic Development Corporation
of Washington, DC
1401 Columbia Road, NW (Unit C)
Washington DC 20000
Attn: Emi Reyes (Chief Executive Officer)

NOTICE TO GRANTOR:

D.C. Department of Housing and Community Development
Community Services
1909 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
Attn: Director

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTOR SIGNATOR PAGE]

DISTRICT OF COLUMBIA, a municipal Corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Colleen Green
Director

Legal Review:

Julia Wiley
Office of the General Counsel
Department of Housing and Community Development

3/13/25
Date

[Signatures continue on the next page]

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTEE SIGNATURE PAGE]

LATINO ECONOMIC DEVELOPMENT CORPORATION OF WASHINGTON, D C
a District of Columbia non-profit corporation

Emi Reyes (Mar 18, 2025 12:37 EDT)

Emi Reyes
Chief Executive Officer

Mar 18, 2025
Date

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit A Services to be Provided

- Statement of Work
- Section 3.2 Services (from the FY25 RFA)
- Workplan as approved by the Grantor

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education and training services to support DHCD's housing programs and initiatives, and to promote compliance with District housing regulations. All of the services are intended to empower potential homeowners, actual homeowners, and tenants for the purpose of preserving of affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership; (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached workplan and performance measures. Marketing and outreach for the services provided is a activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of these service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling; (b)the Grantee's additional knowledge of the individual and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and it shall be maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow up and conduct a final assessment of the impact of the services provided. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program

A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling

CATEGORY C: TENANTS AND TENANT GROUPS
C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD

SECTION 3: PROGRAMMATIC REQUIREMENTS

3.1 Eligibility for Federal Funding

The services in this RFA will be conducted through grant agreements using Federal funds (Community Development Block Grant (CDBG) and, as available, some District Funds. The Department will provide a full informational briefing to the awarded grantee(s) about the grant funding source's ongoing administrative and programmatic requirements. Whether grants awarded under this RFA are funded locally or with federal funds, all grants will be managed to the higher standards and requirements whether Federal or District.

Federal regulations have established national objectives requiring all CDBG-funded activities beneficiaries to be at least 51% low- and moderate-income persons or households. The national objective is achieved through "limited clientele benefit"—that is, by verifying the incomes of each beneficiary of the services provided. The applicant must demonstrate that it has the capacity and the intention to verify the household incomes of beneficiaries to meet the national objective of providing benefits to 51% of low- and moderate-income persons.

Client income certification is also an important element of ongoing program activity for many DHCD housing programs. (See Section 3) Applicants should review in detail the federal income requirements for programs, activities, and grantee (sub-recipient) eligibility under the Community Development Block Grant program regulations at 24 CFR 570. 200-210,

- https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-570/subpart-C?toc=1

and HUD Housing Counseling Program Regulations: 24 CFR Part 214,

ps://www.ecfr.gov/current/title-24/subtitle-B/chapter-II/subchapter-B/part-214?toc=1

3.2 Housing Services: Description of Housing Programs and Services

Please Note: Specifications and programmatic requirements may change from time to time during the award period at the discretion of the Department.

The following describes seventeen services in the Housing Counseling Program. These constitute the services for which the Department is seeking Applicants to provide services to DC residents. Applicants should select at least one service for which they are applying; however, the Applicant may select more than one. The Department is not obligated by the Applicant's selection to make an award. Applicants are responsible to demonstrate their capacity in their application to provide the services for which they have applied. Capacity includes staffing patterns including qualifications and experience, other funding resources, case management systems and programmatic activities. Historical data can also be considered in demonstration of organizational capacity. Applicants should be aware of Legal Citations noted throughout this section as well as the references to the Code of Federal Regulations (CFR).

Category A: HOMEOWNERSHIP

A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program
A6: Income Certification for the Property Acquisition and Disposition Division (PADD) Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY

B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B12: Legal Services for Seniors and/or Coop & Condo Associations
B13: Technical Assistance for Coop and Condo Associations
B14: Technical Assistance for Owners of Small Rental Properties

CATEGORY C: TENANTS AND TENANT GROUPS

C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

Each particular service has specific requirements described in the following pages. Applicants are expected to utilize this guidance in the performance of these services.

CATEGORY A: HOMEOWNERSHIP

Legal Citations Governing Program Area in Category A

Applicants to provide services in Category 1 should review in detail the following legal citations governing the District's homeownership programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for homeownership pursuant to the relevant citations.

- Home Purchase Assistance Program: DC Code 42-2601 and 14 DCMR, Chapter 25
- Employer-Assisted Housing Program: DC Code 42-2501 and 14 DCMR, Chapter 36
- Inclusionary Zoning: Legislation Pending, Bill 17-586, 17-618, 17-619

A1: HUD Housing Counseling
This activity is open to applicant organizations which are HUD approved employing one or more HUD certified counselor(s). Such counseling is often (but not exclusively) in the pursuit of homeownership or credit repair and improvement or to improve their housing condition.

Grantees of this service should be familiar with 24 CFR 5.100 and with 24 CFR 214.

Housing counseling is independent expert advice provided by a HUD certified housing counselor (24 CFR Part 214) customized to the needs of the client. It is aimed at addressing housing barriers and providing support to the client to achieve their housing goals. This counseling service must include: (1) intake (2) financial and housing affordability analysis (3) an action plan[2] and (4) follow-up counseling to implement the action plan and achieve its stated goals *(24 CFR 5.100).*

The action plan should identify the steps needed for the client to achieve his/her housing goals. These actionable steps include, but are not limited to, review of the client's credit report with explanations of its meaning and items that impact (or may improve) the credit score, creation of a budget and methodologies to track one's income and spending, debt reduction planning, and savings planning. Follow-up should track the client's progress toward the goals of the action plan. Other programs and services including group educational opportunities may complement the one-on-one counseling with a certified counselor. Counselors, therefore, may appropriately make referrals to programs and services as well as to group educational activities that support and implement the goals of the action plan.

Counseling organizations are required to maintain case files including items 1-4 above as stated in 24 CFR 5.100. It is critical that files with records and case notes be kept in such a way that if a client's counselor is no longer available, either temporarily or permanently, another certified counselor in the organization can understand based on the file the client's circumstances, action plan, progress and where the client is in achieving his/her housing goals.

Organizations providing this service should have working experience with credit counseling and repair, with consumer credit bureaus and consumer credit laws. Ideally, they should be familiar with creditor tactics, liens, judgments, repossessions, and other obstacles to credit improvement.

It is critical for the counseling organization to make efforts to keep the client engaged in the counseling process and such attempts and outreach should be documented in the case file.

In accordance with HUD requirements, counseling organizations may close files if a client does not respond to outreach efforts over 60 days. The last outreach attempt should document that the file will be closed as of a specific date if nothing further is heard from the client. If the client should return to client after the 60 days, a new file should be opened.

[2] Except for reverse mortgage counseling.

Post-purchase follow-up

a) Grantees must continue their counseling relationship with customers once they become homeowners. This follow-up should continue for a period of time after purchase to ensure the homeowner's housing stability.
b) Grantees may make use of post-purchase programs using either their own programming or making referrals to other Grantees who provide such programming (*e.g.* B1 General Home Management and B2 Foreclosure Counseling).
c) If problems arise, it will be the grantee's responsibility to address them quickly as time is of the essence, and to address them as efficiently as possible. Where the District's investment is involved, counseling should include ways to protect the DC investment.
d) When working with clients who have an HPAP deferment period ending, Grantees must provide dedicated counseling services to those borrowers. In particular, grantees will be asked to make an updated assessment of each borrower's financial status regarding the appropriateness of continued deferment.
e) Potential delinquency, or foreclosure prevention, counseling will be provided to any borrower who is experiencing difficulty.
f) If problems continue with these loan clients, this counseling will become a home preservation activity.

A2 8-Hour Homebuyer Education Class (HBE)

This activity is open to applicant organizations which are HUD approved counseling organizations employing one or more Hud certified counselors.

The Department seeks HUD Approved organizations to provide the 8-Hour Homebuyer Class. This is in support of the Department's many programs for which the 8-Hour Homebuyer Class is a requirement, and also for other DC residents who seek to take this class in preparation for homeownership and for their knowledge.

Organizations should take as a serious obligation to conduct this class with knowledge staff (HUD certified counselors). The class is conducted in a traditional in-person setting or in a virtual online setting.

Those who successfully attend and complete the class should be provided with a DHCD certification (in the format approved by the Department) indicating their completion of the class and dated appropriately. Monthly attendance and award of certificates should be reported to the Department monthly. The class should be presented frequently enough to meet programmatic needs of DHCD programs. Class dates should be provided to the Department for inclusion on the DHCD calendar. Presentations should be given by staff, not outside speakers. Grantees are welcome to collaborate in the conduct of these classes.

A3: Intake for DC Homebuyer Programs (HPAP/EAHP/NEAHP)

The Home Purchase Assistance Program (HPAP) is the primary DHCD program for first-time homebuyers. HPAP provides interest-free loans that include closing cost assistance to eligible applicants. Under this program, homebuyers may have the opportunity to purchase houses,

condominiums, or cooperative units in the District. DHCD has additional homeownership programs which are associated with HPAP, and which are targeted to specific populations or geographic areas or may meet specific home buyer needs.

The satellite programs are:

(1) The Employee Assisted Housing Program (EAHP) provides assistance to District of Columbia Government employees, who are first-time homebuyers in the District; and

(2) The Negotiated Employee Assistance Home Purchase Program (NEAHP) provides down payment and closing cost assistance to certain District of Columbia Government employees whose position is covered by specific union collective bargaining agreements.

Wherever the acronym "HPAP" is used, the same applies to the EAHP and NEAHP programs.

Prior to HPAP Application

Clients interested in HPAP assistance who have a pre-approval from a lender, should be assisted with making an application to the HPAP as expeditiously as possible. Those without a pre-approval letter from a lender are required to engage in HUD Housing Counseling (see A1 above) in order that they have the benefit of credit counseling and homeownership preparation. The action plan should include the actionable steps needed to ensure success as a homeowner and to achieve a pre-approval letter from a lender. Once a pre-approval letter has been obtained, the client with the Grantee's assistance should proceed to making their application to HPAP.

Application Process

For grantee organizations, this relationship management function includes working with first-time homebuyers throughout the homeownership application, preparation, purchase, and post-purchase process. Counseling will be focused on low- and moderate-income populations.

Once HUD credit counseling is completed the HPAP process includes:

(Optional) Applicant organizations may conduct pre-purchase seminars which include information and requirements of the HPAP programs. A DHCD Certification should be provided to attendees and recorded with DHCD.

Application Intake includes document collection of those documents needed. These should be collected in person or by means of a secure portal. Email is not considered a secure means for transmission of information which could be used for identity theft or other criminal activity. Drop-off at a staff office to an employee is acceptable.

Once the application package is complete, the organization submits to the appropriate HPAP administrator.

Homebuyer Education (8-hour class) (A DHCD Certification should be provided to 8-hour Homebuyer Education attendees and recorded with DHCD.)

Post-Purchase follow-up (Records of those follow-ups should be maintained by the organization. See Post-purchase in Service A1)

Organizations will be responsible for: (1) the application process, which includes delivery of completed applications to the HPAP Administrators; (2) completion of the application form itself and collection of all required supporting documentation, and (3) maintaining performance and reporting data, and databases as needed by the Department.

A4: Inclusionary Zoning Orientations

Introduction to IZ/ADU Programs:

The District's Inclusionary Zoning (IZ) Program requires a certain percentage of units in a new residential development, or a substantial rehabilitation that expands an existing building, be set aside as affordable units. The goals of this program are to increase the supply of affordable housing for low- and moderate-income households, to support the creation of mixed-income communities, to prevent rising home prices from driving out low- and moderate-income residents, and to leverage the expertise and capacity of the private market to develop affordable housing.

Affordable Dwelling Units (ADUs) are defined as for-sale and for-rent homes that are locally restricted for occupancy by households whose income falls within a certain range and are generally offered at a below-market rate. ADUs are generally produced in exchange for zoning relief, tax incentives, public financing, and/or the right to purchase or lease District-owned land. Specific ADU provisions, such as the affordability period, income limits, and resale restrictions, are set out in deeds, covenants, land disposition agreements, ADU administration plans and other originating documents.

ADU provisions have historically varied from project to project, as each is a result of a unique negotiation or project approval. However, ADU restrictions are becoming more standardized and more similar to standard IZ requirements.

Organization roles and responsibilities:
Provide mandatory IZ Orientation. The department's PowerPoint presentation must be utilized. Presentation and answers to participants' questions must conform to agency guidelines.

DHCD seeks organizations which will provide programmatic rental and homeownership counseling services in support of both of the above programs. Information about these

programs is available through DC Housing Search https://www.dchousingsearch.org , counselors will be required to utilize DC Housing Search, and train potential customers in how to search for affordable housing through DC Housing Search.

Grantees will be required to become familiar with the program requirements and procedures, as required by DHCD. In the last few fiscal years, the IZ program has produced approximately 400 new affordable units each year.

Orientation:
In particular, organizations are required to conduct IZ Orientations to help residents to be familiar with all programmatic requirements for the IZ program.

Organizations must conduct and coordinate this mandatory orientation session in a traditional and virtual classroom settings. They must provide interested applicants/residents with the relevant terms of the program, including next steps and other information as required by DHCD.
DHCD currently provides standard slides and certificate templates to use for this orientation and will provide training to grantees.

Completion of this orientation class is mandatory before an individual may register for the IZ program and individuals must renew registration every two (2) years to remain on the IZ registration list.

The class must be conducted at least monthly beginning within 30 days after the grantee's application is approved. Coordination of this class will include publishing upcoming class dates, accepting reservations via phone, email, or other method, allowing walk-ins if space is available, providing attendees with a certificate of completion (in a format approved by DHCD) upon completion of the class and providing at least monthly attendee data to DHCD. It will also include ensuring that attendees receive all required training materials, and shall be presented by grantee staff, not outside speakers.

Grantees must train program participants in the terms and specifics of the IZ and ADU Programs (training guidance will be provided by DHCD) and provide additional pre and post homebuyer education training.

Grantees must also provide data to DHCD on a regular basis as determined and requested by DHCD, including but not limited to the names and contact details for individuals who have received a DHCD certificate and the number of attendees at IZ orientations.

A5: Income Certifications for the IZ/ADU Units Programs

The agency seeks two organizations to provide income certifications for participants in the Inclusionary Zoning and Affordable Dwelling Units programs. Income certifications are expected to be conducted under a uniform process prescribed by DHCD and following HUD Part 5. DHCD has established requirements for approving Certifying Entities, including

specific IZ and ADU training.

Grantees are expected to become Certifying Entities pursuant to DHCD requirements. Grantee organizations will be required to ensure that program participants understand that income and occupancy restrictions apply to their IZ units and ADUs. Grantees will also be expected to complete income certifications for newly selected households and for renewing tenants. Grantees will be working closely with individuals, property management/leasing staff, sales agents and DHCD. DHCD will provide the necessary forms and procedures, but Grantees will collect the necessary paperwork from individuals and complete the income and household size verification process. Upon successful certifications, Grantees will notify DHCD and the sales/leasing staff.

Such restrictions may include but would not be limited to: (1) the specific affordability period, (2) conditions for, or prohibitions against, subleasing, and (3) resale restrictions. Ongoing outreach and assistance to occupants of IZ units and ADU is required in the areas of programmatic requirements and homeownership counseling.

A6: Income Certification for PADD Applicants

The Property Acquisition and Disposition Division (PADD) encourages vacant and/or abandoned property owners to rehabilitate and/or occupy their properties. PADD acquires vacant, abandoned, and deteriorated properties through negotiated friendly sale, eminent domain, donation, or tax sale foreclosure, when owners are unwilling or unable to maintain their properties. PADD also disposes of properties in inventory by selling them to individuals or developers to be rehabilitated into high-quality affordable and market-rate single-family and/ or multi-family for-sale or rental housing in District neighborhoods.

For DHCD, the activities of this Division create affordable homeownership and rental opportunities for low- and moderate-income households. Grantees must counsel these households as they qualify for and occupy these new homeownership and rental units. DHCD seeks one or more organizations which will provide counseling or training services for affordable units made available through PADD.

Because PADD units are not produced through a traditional homebuyer program, an intensive marketing and outreach effort to our target population will be required of grantees. Counseling services will also involve conducting income certifications and re-certifications for purposes of admission and continuing participation in this program. Income certifications are expected to be conducted under a uniform process prescribed by the Department. For PADD, grantees must ensure that program participants understand that income, or occupancy, restrictions apply to their unit. Such restrictions may include but would not be limited to: (1) the specific affordability period; (2) conditions for, or prohibitions against, subleasing; (3) potential rent increases; and (4) resale restrictions. The specific unit covenant

terms will be communicated to stakeholders by the Department, but grantees must facilitate communication with stakeholders.

A7: Public Services: General Coaching and Information

Public Services may be undertaken by Applicants which have not yet obtained HUD Approval and may not employ a HUD certified housing counselors. (HUD Approved organizations who are applying for A1 or A2 do not need to apply for this service, since they are able to provide these Public Service activities in connection with their other lines of services.

These activities are frequent but not exclusively in a group setting. These may be virtual or in-person, as long as an in-person option is provided. Grantees may utilize Homebuyer Clubs as an effective tool for keeping clients engaged in homebuyer preparation when a long-term period is needed for better positioning to be a first-time buyer.

They may include group trainings on understanding credit and credit reports and involve savings programs.

Public service staff are required to train clients to utilize available tools, such as DC Housing Search https://www.dchousingsearch.org to locate affordable housing for sale and for rent.

CATEGORY B: COUNSELING AND TRAINING FOR HOME PRESERVATION

B8: General Home Management (Post-Purchase Non-Delinquent)

Post-purchase counseling is essential for Homeowners who have purchased their homes, are not delinquent in their mortgage payments and would like to remain successful by creating a realistic financial plan to avoid financial pitfalls and protect and retain their homeownership. Post-purchase counseling is essential to understand local post-purchase behavior, especially low-moderate income homeowners, that can be supported by education and supportive programs to ensure recent homeowners understand what to do in the event of hardships. Organizations that provide post-purchase counseling sessions and education workshops will ensure their topics consist of the following:

1. Prepare a maintenance plan for major household systems and repair strategies.
2. Emergency preparedness plan to assist client in case of disaster.
3. Understand consequences of not paying taxes, HOA payments or community assessments.
4. Explain the benefits of establishing an emergency fund and retirement or tax-incentivized accounts.
5. Provide knowledge of home improvement financing options like HELOCs and give counsel on how to apply for additional financing to renovate property.

6. Access the client's understanding of the process of refinancing the home and incurring more debt.

This counseling activity may include, but not be limited to, appliance warranty disputes, contractor disputes, disputes with mortgagors, will and estate issues, including transfer-on-death deeds, etc. In this service, grantees must serve as advisor-educators and are prohibited from giving legal advice. Grantee activities should focus on low—and moderate-income populations.

B9: Foreclosure Counseling

Homeowners who are delinquent in loan payments (as well as those in danger of delinquency) need to know what options are available to them. Similarly, those in foreclosure need to know their options and resources that may assist them, especially if available legal services are available.

Organizations are required to provide foreclosure prevention counseling that helps homeowners at risk understand the foreclosure process in Washington, DC, determine their legal rights and identify options to avoid foreclosure.
Organizations will assist struggling homeowners with loss mitigation, communicate with mortgage servicers and provide services such as the following:

1. Provide advice and coaching to assist clients with creating a budget based on financial goals. Assess the current financial situation and develop short and long-term strategies to reduce expenses and debt to achieve client goals.
2. Explain loss mitigation. Explain the requirements of a loss mitigation package and evaluate the client's loss mitigation options for FHA and non-FHA loans.
3. Provide examples of mortgage default scams and ways to avoid being a victim.
4. Explain the consequences and costs associated with a foreclosure, short sale, or deed-in-lieu.
5. Explain the foreclosure timeline and devise a plan if the client is unable to stay in the home and assist the client in mortgage default recovery. Demonstrate the impact of a mortgage default.
6. Work with displaced residents seeking referrals for housing.

Grantees work with homeowners who are delinquent in their mortgage payments, or who are in foreclosure, or in post-foreclosure. These counseling services are also offered to owners of multi-family properties, and ownership associations. This counseling serves as a central element of DHCD's overall foreclosure prevention strategy.

It is critical to address the District's foreclosure crisis. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Grantees also work with the Department of Insurance Securities and Banking (DISB) to protect clients against scam operations that prey upon residents who are subject to foreclosure. Grantee organizations extract data for outreach and targeting efforts from the Office of the Recorder of Deeds, which provides a listing of all official foreclosures in the

District on a weekly basis. DHCD seeks one or more organizations that will provide foreclosure counseling services which include, but may not be limited to, all of the above-described foreclosure prevention activities.

For grantees, this counseling function means working with troubled homeowners, utilizing all foreclosure prevention or mitigation tools available, and if necessary, working with customers throughout their foreclosure or post-foreclosure process. Grantees must provide full assistance and advice to troubled homeowners. Grantees will be responsible for: (1) assessing the homeowner's circumstances, (2) educating the homeowner about the full implications of mortgage delinquency and foreclosure (3) exploring and providing options of action for the homeowner (4) providing tools or alternative support that may further assist the homeowner (5) developing and executing a best action plan for either saving the home or undertaking the best course for the homeowner, and (6) tracking the results of their counseling efforts. In addition, grantees will provide ongoing performance and reporting data and databases maintained.

Post-Foreclosure Counseling: It is critical that grantees continue their counseling relationship with customers, even if the home cannot be saved. Grantees must follow up with troubled homeowners for a period of time after any action plan has been executed. If the home has not been saved, counseling should be made available, and if necessary, referral to other needed services. If the home has been saved, counseling follow-up is also necessary to ensure that the ongoing action plan is being properly implemented. If more problems arise, it will be the grantee's responsibility to address them as quickly and as efficiently as possible.

With the passage of the Saving DC Homes from Foreclosure Emergency Amendment Act of 2010, troubled or delinquent District homeowners have the right to engage in mediation prior to foreclosure. As a result, DHCD requires grantees to provide counseling related to this mediation process.

Grantees must be familiar with the Law, its regulations, and the mediation process which has been implemented by the Mediation Administrator at the DC Department of Insurance, Securities, and Banking. Grantees must educate troubled homeowners in the decision factors related to mediation election, and, if necessary, prepare them for mediation. In some cases, counselors may be asked to accompany, or represent, troubled homeowners in the mediation process. Grantees must ensure that all customers who elect mediation complete and submit proper documentation in a timely manner. Grantees must ensure that the best interests of troubled borrowers are protected throughout the mediation process. Finally, DHCD expects grantees to follow-up after the mediation process is complete to ensure that any final mediation agreement is properly implemented.

B10: Eviction Counseling

Applicants who have HUD certified counselors or NeighborWorks America foreclosure certified counselors may offer this service. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Training should also include knowledge of laws and legal procedures governing eviction.

Eviction has long created housing instability for renters, and especially among low- and moderate-income households. For those at the lower end of the economic scale, eviction has caused not only housing instability but also employment insecurity and homelessness. Studies have shown that lack of access to legal representation has resulted in markedly different and detrimental outcomes as compared to renters who have legal representation. After legal representation, the next most effective range of services includes alternative dispute resolution (or mediation), knowledge and guidance in court navigation, and effective management of legal and tenant-landlord documents. In addition to housing instability, eviction also has credit impact for the tenant.

It is critical to provide those in danger of eviction with counseling to make informed decisions. This includes access whenever possible access to legal services. Also, appropriate training includes information about tenants' rights and obligations, the credit impact of eviction, use of payment plan agreements, understanding of court processes and procedures, and access to alternatives to court procedures. When tenancy is lost, counseling for housing alternatives is needed and a path forward to credit repair.

B11: Single-Family Residential Rehabilitation Program

The Single-Family Residential Rehabilitation Program (SFRRP) administers grants to District homeowners for roof repairs and for modifications to eliminate barriers to accessibility for persons with mobility or other physical impairments. Projects approved for SFRRP require a covenant on the property to protect the District's funding of the project.
DHCD seeks one or more organizations which will provide application intake services to SFRRP applicants throughout the grant process.

> **Mandatory Counselor Intake Training:** Grantees for this line of service are required to attend training with the SFRRP team in September to be introduced to updated aspects of the SFRRP for FY25. It is critical that the grantee have a solid understanding of the updated program and the requirements for applications. Therefore, the September training is mandatory for SFRRP intake counselors.
>
> **Application Period:** Applications for SFRRP will only be taken between October 1, 2024, and December 31, 2024. To be considered applications during this period must be complete. Lack of required documentation or information will not "hold a place" in the program if not provided before the December 31, 2024. The Department at its sole discretion reserves the right to close the program prior to the deadline if funding is depleted or no longer available.

Information Session for Applicants: The Department will provide Grantees with a PowerPoint presentation outlining the program and its requirements. Intake counselors are required to use this presentation with all potential applicants either in a group sessions (such as an Orientation) or in a one-on-one session with the potential applicant.

Grantee's and Counselor's Responsibilities: (1) use the Department PowerPoint presentation to present the program to potential applicants, answering questions from residents interested in the program; (2) complete the application document and collection of **all required** supporting documentation *(incomplete applications will not be accepted)*; (3) post-application and post-grant support; and (4) providing performance and reporting data as required.

45 Day Period: It is critical that no application be uploaded in the SFRRP portal unless it is complete with all required documents and intake form completed. If an incomplete application is uploaded in the portal, the SFRRP staff will notify the counselor and the applicant that the application cannot be accepted. The notification state that what is complete and state the **applicant has 45 days** to provide the requested information including documents. After 45 days if the application remains incomplete, the application will be closed as incomplete for funding.

Application Portal: Counselors will need to provide their name and contact information (e.g. email) when uploading in case SFRRP program staff need to follow up.

Legal Citations Governing Program Area for Category B:

Applicants to provide any service in Category B should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

- Lead Safe Washington 24 CFR, Part 35, 24 CFR, Part 85.37, Section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992
- Single Family Rehabilitation 14 DCMR, Chapter 28 First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
- Saving DC Homes from Foreclosure Emergency Amendment Act of 2010 (DC Act 18-635; 57 DCR 12404)

B12: Legal Services for Homeowners and/or Coop & Condo Associations

The Department seeks organizations to provide legal services to provide one or both of the services noted below. Grantees will conduct outreach to low- and moderate-income populations in need of these services.

- Legal Services to Seniors
  Seniors who are homeowners can be assisted by the Applicant to have legal services to assist Seniors to avoid housing instability or the loss of ownership of their home. In addition to their own attorney staff, Applicants may seek *pro bono* services from other members of the Bar.

- Legal Services to Coop-Condo Associations
  Legal services may be provided to Cooperatives and/or Condominiums ("Associations") to ensure housing stability. If Associations have problems in areas of legal entity status, required legal or financial filings, compliance issues, risk management concerns, board and member training, best legal practices, and collection of association fees (to name of few), such issues may threaten the member's housing stability, and the owners' (or members') investment in their properties. Selected applicants will provide legal services to Associations in low- and moderate-income census blocks to mitigate these concerns, to preserve housing stability of owners and to ensure well-functioning Associations and Boards.

B13: Technical Assistance for Coop and Condo Associations

The Department seeks one or more organizations to provide technical assistance to Associations. The situation many Associations may face is a need for training in best practices of Association management. Training in best practices and frequently encountered problem situations may be offered by the grantee not only to the Association Board but also to the owners in the Association. Association boards and their member owners frequently face issues of association fees not being paid, lack of income to fund reserves, special projects that would require a special assessment, and decisions of taking court action or being the defendant in a court action. These are just a few of the legal issues which may arise for the Association, in addition to the more routine matters of by-laws and required legal documents for the operation of the Association.

B14: Technical Assistance for Landlords of Small Rental Properties

Landlords of small rental properties face enormous challenges. They frequently lack the staff and the resources of large multi-family properties to deal with the many details of operations and asset management. Small unit properties cannot readily absorb mistakes or challenges.

In a ten-unit property, one vacancy is a 10% vacancy rate, while one unit in a 100-unit property is 1% vacancy rate. Yet, small unit properties are often the affordable renter properties. To preserve this housing stock as an affordable option, DHCD seeks grantees to provide Technical Support to Owners of Small Unit Properties (of 30 units or less).

Services can be provided through group training as well as through one-on-one counseling. Like many small business owners, owners can often benefit from a better understanding of accounting practices and financial statements (balance sheet, income statement, cash flow report). Knowledge of financing options is another common to many business owners. Topics such as these are particularly suitable to the needs of owners.

1. **Property Management Software**: Landlords often need help selecting and implementing property management software to track rent payments, maintenance requests, tenant information, and other critical operational data.

2. **Legal Compliance**: Guidance on navigating complex local, state, and federal housing laws and regulations related to fair housing, security deposits, evictions, and other landlord-tenant issues.

3. **Financial Management**: Guidance with accounting, tax preparation, and financial planning specific to rental property ownership and operations.

4. **Maintenance and Repairs**: Access to vetted contractors, tradespeople, and service providers to handle property maintenance, repairs, and upgrades in a timely and cost-effective manner.

5. **Tenant Screening and Selection**: Guidance and best practices with tenant screening processes, background checks, and selecting responsible renters to minimize vacancies and evictions.

6. **Marketing and Leasing**: Help with listing vacant units, advertising, showing properties, and executing leases to keep units occupied.

7. **Emergency Response**: Guidance on developing emergency plans and protocols to address unexpected events like natural disasters, property damage, or tenant issues.

8. **Asset Management Issues**: The ratios and metrics of asset management for multi-family properties provide a helpful guide to best practices. For example: Many landlords are unaware of the effect that certain metrics have in their properties. Slow "Make-Ready" times, refers to the length of time it takes to prepare an apartment to be shown to prospective tenants. Similarly, "turn time" refers to the times it takes to find a renter and receive the first month's rent. Slow turn times are also a drain on resources. When there are slow "make ready" and slow "turn times" the combined effect can be detrimental for the property's future. High turn-over rates among renters is another draw on the income. Other issues and topics include: What to do when you have a tenant who is not paying rent? What are the alternatives to eviction? How do the Court work? Are there pre-eviction resources? What legal services are available to the owner?

CATEGORY C: TENANTS AND TENANT GROUPS: SERVICES RELATIVE TO Tenants Opportunity to Purchase Act, Rental Conversion and Sale Division, and Rental Accommodations Division

The DC Tenants Opportunity to Purchase Act (TOPA) seeks to protect tenants and tenant groups from displacement due to sale of the property. The law allows tenants to purchase their apartment building. Tenants have the choice of maintaining the apartments for rent or converting to cooperatives or condominiums. DHCD seeks to preserve affordable housing in the District and limit displacement of low- and moderate-income households. For groups that choose coop or condo conversion, this provides a path to homeownership.

DHCD provides both financial assistance and technical assistance, as well as specialized organizational and development services, for tenant groups who are pursuing the purchase of their apartment buildings. Through DHCD's Development Finance Division, organized tenant associations may be provided with seed money, earnest money deposits, and acquisition and/or rehabilitation assistance. After acquisition and rehabilitation, DHCD also provides ongoing Board training and property management support to the newly formed cooperative or condominium Boards.

C15: TOPA: Pre-purchase Training

DHCD seeks one or more organizations which will provide pre-acquisition organizational and developmental counseling and training to tenant groups or tenant associations in support of their intent to purchase their building. These tenant groups must be preliminarily qualified as eligible for DHCD's Tenant Purchase Technical Assistance program. Grantees must provide the following services to tenant groups:

a) establishment of a tenant association.
b) selection and appropriate training of Board members.
c) training of captains (court, building and floor).
d) training in roles and functions of committee members; (5) training tenant groups in detail about the building purchase process.
e) training tenant associations in property management techniques.
f) provide training to the tenant association on each type of ownership; and conducting surveys of tenant associations to determine the appropriate form of ownership for their building (cooperative or condominium).

It is critical that Grantees in this service maintain an outreach to educate and inform low- and moderate-income tenants about their rights and opportunities provided by TOPA. Grantees are encouraged to make this a central aspects of their marketing plan, and to create

opportunities as well as avail themselves of opportunities to participate in educational outlets to reach tenants. Collaboration with other Grantees in this or similar service lines is encouraged. Grantees should participate in DHCD when and as those opportunities for outreach are available.

While training the tenant association, the grantee must be able to prepare and submit appropriate documentation required in the purchase process, including but not limited to tenant profiles and feasibility analyses, response to Notice of Sale of Building, preliminary development, acquisition, and rehabilitation plans, and operational plans.

The grantees must have skill and experience in negotiating the lease or purchase of the building. In addition, grantees must assist tenant groups in procurement related to the development, purchase, and rehabilitation process, including but not limited to attorneys, architects, engineers, financial and developmental consultants, private developers, appraisers, and property managers.

C16: TOPA: Post-Purchase Training

DHCD seeks one or more organizations which will provide ongoing post-acquisition counseling services which include property management and Board training for properties which have been purchased and/or rehabilitated with financial assistance from the DHCD Development Finance Division's First Right Purchase program. Generally, these are multi-family properties that have been purchased through limited equity cooperative agreements or condominium purchases. Therefore, non-profit Board training and development skill and/or experience, as well as multi-family property management skills are critical to providing effective counseling services. Services to be provided under this activity may include, but are not limited to:

a) establishing standards of evaluation for each participant's financial status and leadership capacity.
b) conducting annual management reviews of all Boards, oversee election and
c) training of new Board members.
d) assisting in the establishment of appropriate arrangements with required service providers such as exterminators, garbage collectors, landscapers, etc.
e) assisting in capital management planning and a stabilization plan for rehabilitation and/or refinancing.
f) tracking property vacancies and reviewing new applications for membership.
g) establishing and reviewing membership guidelines.
h) technical assistance in accounting, budgeting, and the preparation of financial statements for long-term financial viability.
i) providing Board of Directors with training as appropriate; and

j) other required management and support duties. Grantees will assist the condominium or cooperative in developing a budget for the overall management and carrying costs of the property.

Grantees will assist the Board and membership in all aspects of management, such as completion of the audit, Fair Housing issues, required individual, property, and Board insurance, taxes, the role of Board officers, evaluation of monthly financial performance, training on lender compliance, i.e. loan payments, income requirements. DHCD will likely negotiate assignment of specific properties to grantees for this service.

Legal Citations Governing Program Area in Category C:

Applicants to provide any service in Category C should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
Tenant Purchase Technical Assistance Program DC Code 42-3404.02
Rental Housing Conversion and Sale Act of 1980, as amended (DC Code 42-3401.01 et. seq.) (Also known as the Tenant Opportunity to Purchase Act or "TOPA")

C17: Services for Tenants and Tenant Organizations
(in partnership with Housing Regulation Administration, Rental Accommodation Division, Rental Conversion and Sale Division).

Activities under this service will supplement and enhance the services provided by DHCD's Housing Regulation Administration (HRA), which includes the Rental Accommodations Division (RAD) and the Rental Conversion and Sale Division (CASD).

RAD administers the Rental Housing Act of 1985 (D.C. Official Code § 42-3501.01 et seq.) which regulates residential rental housing registration and the rent stabilization program (commonly known as rent control). RAD oversees rent adjustment procedures, processes notices to vacate, reviews tenant petitions prior to adjudication by the Office of Administrative Hearings and adjudicates most types of landlord petitions. RAD also proposes rules and regulations for administration of the Rental Housing Act for review and publication by the Rental Housing Commission.

CASD administers the Rental Housing Conversion and Sale Act of 1980 (D.C. Official Code § 42- 3401.01 et seq.) which regulates the sale or transfer of ownership interests under the

Tenant Opportunity to Purchase Act of 1980 (TOPA) (D.C. Official Code § 42-3401.01 et seq.), the conversion of use of rental housing to condominium or cooperative ownership and residential condominium formation and registration under the Condominium Act of 1976 (D.C. Official Code § 42-1901.01 et seq.). Further, CASD administers a Housing Assistance Payment program (HAP), under which tenants may be eligible for rent assistance if they are displaced due to the conversion of use of their apartment building to condominium or cooperative ownership.

CASD also proposes rules and regulations for administration of the Rental Housing Conversion and Sale Act of 1980.

DHCD seeks one or more organizations which will support RAD and CASD operations by providing counseling and tenant education services to tenants and tenant groups. Grantees must provide counseling and training assistance to tenants and tenant organizations regarding the District's rental housing laws and tenant and landlord rights and responsibilities.

For CASD, grantee organizations must provide counseling and training concerning: (1) tenants' TOPA rights when a landlord intends to sell, demolish, or discontinue rental housing use; (2) transfers of rental housing ownership or economic interests; (3) assisting tenants or tenant organizations in exercising their right to purchase; (4) informing tenants or tenant organizations relating to partner-investors and assigning TOPA rights; (5) conversion of use from rental housing to condominium or cooperative ownership by tenant elections, or conversion in lieu of tenant elections; (6) the Housing Assistance Payment program and relocation assistance; (7) tenant organization formation, incorporation, and registration; (8) protections for elderly or disabled tenants; (9) coercive or retaliatory activities; (10) tenant rights when rental housing is in foreclosure; (11) notices of intent to convert use from rental housing to condominium or cooperative ownership; and (12) relocation counseling for displaced tenants.

For RAD, service providers must demonstrate the ability to counsel and train tenants and tenant organizations on rent control provisions including properties that are regulated by or exempted/excluded from rent stabilization under the Rental Housing Act:

1) petition- based and annual rent increases.
2) executing and filing tenant petitions.
3) responding to landlord petitions.
4) protections for elderly and disabled tenants.
5) RAD's conciliation services.
6) notices to vacate and eviction procedures.
7) disclosures to tenants.
8) changes and decreases in services and facilities.

9) learning about and securing enforcement of housing condition regulations.
10) security deposits.
11) understanding lease provisions.
12) rent increases if a property is not under rent control.
13) appealing decisions of the Rent Administrator or the Office of Administrative Hearings; and
14) relocation counseling for displaced tenants. Note: Advocacy on behalf of tenant groups, or tenant rights assignees– including, but not limited to, legal advice or advocacy on tenants or tenant organizations' behalf in negotiations with a property owner–is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators, and not as advocacy groups. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns, or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a grantee is to ensure that tenants understand all available options.

Direct Counseling to Tenants and Tenant Groups: tenant counseling services will be designed to educate tenants in privately-owned properties about their legal rights and opportunities. This service is to be provided to tenants and tenant groups which are not subject to foreclosure and have not selected to exercise their Opportunity to Purchase Rights and/or Right of First Refusal under TOPA. It also includes providing other services and tenant education, which may not fall into the categories of services outlined above, such as eviction counseling, relocation counseling, apartment search, or apartment management.

DHCD seeks one or more organizations with the capacity to bring a range of resources to prevent involuntary displacement and to provide opportunities for continued affordable rental housing. Grantees must provide counseling services to tenants and tenant groups which include, but are not limited to: (1) outreach to tenant groups upon notice of one-year potential for subsidy expiration; (2) technical assistance in negotiations between owners and HUD relative to the renewal of federal subsidy contracts; (3) counseling for tenants in buildings where the subsidy will be lost and the tenant(s) must move; (4) counseling for tenants who are behind in their rent on best-action options; and (5) appropriately referring tenants who are in landlord/tenant disputes to all available resources. Grantees must also conduct research using the many databases and research tools available to identify properties that have a critical need for counseling assistance, including but not limited to DCHousingsearch.org. Note: Advocacy on behalf of tenant groups or tenants' rights assignee –including, but not limited to, legal advice or advocacy on tenants or tenant organizations behalf in negotiations

with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators and not as tenant advocates. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a prospective grantee is to ensure that tenants understand all available options.

Additional Legal Citations Governing Programs in Category C.

Applicants to provide any service in this Category and should review in detail the legal citations governing DHCD's rental accommodation functions:
(1) the Rental Housing Act of 1985, D.C. Official Code § 42-3501 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapters 38-44.
(2) the Rental Housing Conversion and Sale Act of 1980, D.C. Official Code § 42-3401 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapter 47.
(3) the Condominium Act of 1976, D.C.

Official Code § 42-1901 et seq.; (4) D.C. Official Code § 42-1901 et seq.; (5) the First Right to Purchase Program, title 14 of the District of Columbia Municipal Regulation, chapter 2700; and (6) Housing Conditions, Title 14 of the District of Columbia Municipal Regulations, Chapters 1-15. Submission of an application relevant to these services presumes that the applicant intends to meet all requirements to provide counseling to tenants and tenant groups pursuant to these above referenced citations.

3.3 Geographic Distribution of Services

The Department's decision to select one or more grantees to provide services will be influenced by the potential geographical distribution of service among the qualified applications received. Applicants can designate their proposed service areas in the District based on their by-laws, Board policies, etc. However, the Department reserves the right to designate any service areas it deems appropriate or necessary in making awards and negotiating grant terms. In reviewing the applicant pool, the Department's priority will be to ensure that excellent affordable housing counseling and training services are provided to all low- and moderate-income citizens of the District of Columbia. The Department will seek to bring parity in the quality of all housing services provided for all areas of the District through the award and ongoing management of these grants.

3.4 Marketing and Outreach

Marketing Plan to be submitted: Marketing and outreach are critical aspects of the grant's work. Grantees' efforts ensure these programs and services' success and desired impact. No Grantee or service is exempt from this requirement. Applicants must submit a detailed marketing and outreach plan for the services they are applying for. The plan should be detailed and not assume an understanding that has not been stated. Marketing should be included in the proposed budget and work plan.

DHCD will review and approve the marketing plan. In accordance with agency policy, marketing activities should highlight partnerships with and funding by DHCD.

Aspects of Marketing and Outreach to be considered:

- Continuous and consistent marketing and outreach are essential to achieving these services' objectives and maximizing public awareness of DHCD housing programs.
- Because of DHCD's diverse target population, grantees must utilize various marketing tools.
- Grantees are responsible for distributing DHCD program materials at community forums, public events, homeownership meetings, and fairs. Marketing and outreach may include but are not limited to, websites, email blasts, blogs, listservs, Twitter, Facebook, YouTube, Hope Hotline, flyers, door-to-door visits, community meetings, use of cable television (Channel 16), and public service announcements.

Coordinated with the Department: The grantee's marketing and outreach must be coordinated with DHCD. Grantees are expected to continually assess the success and impact of their marketing efforts to identify the most effective and efficient ways of reaching low– and moderate-income populations.

Participation in Department Marketing Activities: As required by DHCD, Grantees must participate in public activities and events related to housing opportunities. These may include but are not limited to tabling at events, participating in panel discussions, and providing speakers to groups, agencies, or organizations that request them.

DHCD Acknowledgement: Grantees must always acknowledge such housing assistance activities as Department of Housing and Community Development programs in any distributed print or electronic materials. DHCD must approve all such materials before distribution.

Use of DHCD Logo: All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or entirely, by the Department.

1. The written or printed materials must include the authorized DHCD logo.
2. Written or printed materials include, but are not limited to, newspaper, radio, and television announcements or advertisements. Websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.

4. The grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to the Grantee.
5. The grantee must provide copies of all marketing materials, brochures, flyers, and other materials that publicize grant-funded activities to the Grantor via email at dhcd.occo@dc.gov
6. The grantee shall publicize as appropriate to its constituency through social media, print, and online postings, DHCD communications, and events related to Grant-supported activities.

Diversity and Language Access in Marketing: Grantees must demonstrate the capability to effectively serve and communicate with the District's various non-English speaking and special needs populations. This means that marketing and outreach materials must be made available in multiple languages and media based on the needs of those populations. The grantee must demonstrate its intent and capability to comply with the District's Language Access Law. In addition, grantees must demonstrate the availability of appropriate staffing to ensure compliance with the District's Language Access Law.

3.5 Focus Areas and Neighborhood Revitalization Strategy Areas (NRSA)

DHCD has identified specific areas of the District as "Focus Areas." These Areas represent areas where the District has invested in funding to create and preserve affordable housing. Focus Areas follow main routes through the District and their associated neighborhoods. In many cases, business owners are centered on these major routes, while resident services will be seen as more appropriate for those in the communities. Applicants must ensure services are delivered to low- and moderate-income households or areas as part of their program (Housing Services, Small Business Technical Assistance, Façade Improvement). This is a CDBG requirement.

- For Housing Counseling applicants, these Focus Areas should be used to plan outreach activities to inform residents of their services.
- For SBTA and Façade grantees, the Focus Areas define the geographical areas of the District in which they will provide services. In this latter case, the Focus Areas define not only their outreach area but also their service area.

NRSAs Targeting East of the River

The Department obtained the HUD designation for the Neighborhood Revitalization Strategy Area (NRSA) for the Focus Areas in Wards 7 and 8. DHCD has designated areas of Historic Anacostia in the city's Southeast and Far Northeast communities as Neighborhood Revitalization Strategy Areas (NRSAs). This designation will allow the city to target Community Development Block Grant (CDBG) funding that supports economic and community revitalization efforts. These include Martin Luther King Jr Avenue, Marion Barry Avenue, Minnesota Avenue, and Benning Road. However, all areas of Ward 7 and Ward 8 remain the focus of the grantee's work and outreach.

For communities outside of the NRSA areas, DHCD has designated Focus Areas throughout the District. Applicants are encouraged to partner with other community-based organizations. This collaboration can include cross-disciplinary collaboration. For example, a Façade grantee may partner with an SBTA grantee to provide business owners various services encompassing both disciplines. Housing service grantees may partner to promote or provide services one grantee offers, but another may not. The key to collaboration is an outlook of being partners, not competitors.

The following is a list of the Focus Areas and some of their associated neighborhoods. The outreach plans can include other nearby neighborhoods, mindful of the low-income requirements. Each applicant is asked to select one or more Focus Areas for their application. Please note that this is a minimum, and applicants may choose more than three. Applicants will be asked to provide reporting on outreach activities.

The following is a list of the Focus Areas outreach plans, mindful of the low and income requirements.

Focus Areas/Neighborhoods

- **16th St NW Corridor** near the intersection with Havard St NW (Columbia Heights) in Ward 1
- **Georgia Ave and New Hampshire Ave NW Corridor** (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- **Rhode Island Ave and South Dakota Ave NE Corridor** (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 4 and Ward 5
- **M Street and South Capitol Streets SW Corridor** (Greenleaf and Waterfront) in Ward 6
- **Benning Road and Florida Ave NE Corridor** (NoMa/Ivy City/Trinidad) in Ward 5 and Ward 6
- **Minnesota Ave and Benning Rd NE Corridor** (Benning, Greenway) in Ward 7
- **Pennsylvania Ave and Minnesota Aves SE Corridor** (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- **East Capitol and Benning Rd Corridor** (Capitol View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- **Marion Barry Ave and Martin Luther King Aves SE Corridor** (Historic Anacostia, Fairlawn, Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- **Marion Barry Ave and Alabama Aves Corridor** (Skyland, Woodland, Garfield Heights) in Ward 8
- **Martin Luther King Ave and Alabama Ave Corridor** (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- **South Capital St and Chesapeake St SE Corridor** (Bellevue, Washington Highlands) in Ward 8

FY25 Housing Counseling Services Workplan

Organization Name:
Grant Number:

Performance Period: 2/1/2025 to 09/30/2025

RFA Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	NRSA Ward 7 & 8 All Services	Total
A1	HUD Housing Counseling	20	Number of First Time Homebuyers Purchasing Homes	Public Service or NRSA	$40,000.00	$0.00	$32,791.00	$72,791.00
A1		100	Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		150	Number of 1:1 Counseling Sessions (Budget & Credit)					
A1		80	Number of unduplicated households					
A1		200	Number of 1:1 Homebuyer Counseling Sessions					
A1		67	Number of unduplicated households					
A2	8-Hour Homebuyer Class	12	Number of 8-hour Homebuyer Educations Classes	Public Service or NRSA	$10,000.00	$0.00	$10,000.00	$20,000.00
A2		67	Number of Attendees of 8-hour Homebuyer Classes					
A2		50	Number of DHCD Certificates issued					
A3	HPAP (EAHP/NEAHP)	28	Number of HPAP Pre Purchase Orientations conducted	Non-Public Service or NRSA	N/A	$67,000.00	$0.00	$67,000.00
A3	(NPS ONLY)	333	Number of Attendees at HPAP Orientations					
A3		67	Number of Files submitted to HPAP Administrators					
A3		267	Number of 1:1 HPAP Counseling Sessions					
A3		67	Number of unduplicated households					
A4	IZ/ADU Orientations	16	Number of IZ Orientations Conducted	Public Service or NRSA	$15,000.00	$0.00	$20,000.00	$35,000.00
A4		533	Number of Attendees at IZ Orientations					
A4		533	Number of DHCD Certificates issued					
A5	IZ/ADU Income Certifications	167	Number of IZ/ADU Income Cetifications completed	Public Service or NRSA	$15,000.00	$0.00	$20,000.00	$35,000.00
A6	PADD	0	Number of PADD group training/coaching	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
A6		0	Number of Attendees at PADD group training					
A6		0	Number of 1:1 PADD sessions (if applicable)					
A6		0	Number of unduplicated households receiving 1:1 PADD sessions					
A6		0	Number of PADD Income Certifications					
A7	General Housing Services & Information (Group Training)	7	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)	Public Service or NRSA	$20,000.00	$0.00	$0.00	$20,000.00
A7		50	Number of Attendees at Financial Literacy Trainings					
A7		0	Number of Homebuyer Clubs Meetings					
A7		0	Total of Attendees at Homebuer Club Meetings					
A7		0	Number of group trainings or workshops not reported in other categories					
A7		0	Number of Attendes at group trainings or workshops not reported in other categories					
B10	Eviction Counseling	0	Number of Eviction workshops	Public Service or NRSA	$25,000.00	$0.00	$10,000.00	$35,000.00
B10		0	Number of Attendees at Eviction workshops					
B10		83	1:1 Eviction Counseling					
B10		43	Unduplicated households 1:1 Eviction Counseling					
B10		0	Number referred to Attorney(s) for Legal Services					
B10		0	Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)					
B10		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)					
B10		0	Number Evictions Prevented					
B11	SFRR	0	Number of SFRRP Orientations conducted (required)	Public Service or NRSA	N/A			$0.00
B11		0	Number of 1:1 intake sessions					
B11		0	Number of unduplicated households					
B11		0	Number of complete applications submitted in SFRRP Portal					
B12	Legal Services for: Seniors, Coops and Condos	0	Senior households receiving legal services	Public Service or NRSA	N/A			$0.00
B12	(Law Firm Subrecepients Only)	0	Coop Associations receiving legal services					
B12		0	Condo Associations receiving legal services					
B12		0	Number of Pro Bono Legal Services Recruited and Retained					
B12		0	Number of Trainings for Law Firms (Trainings)					
B12		0	Number of Attendees at trainings for Law Firms (Attendees)					
B12		0	Number of new partnerships initiated					
B12		0	Total Number of Trainings to and work with Pro Bono Provided					
B12		0	Number of outreach presentations conducted					
B12		0	Number of outreach activities conducted					
B12		0	Number of Senior Households that received Legal Counsel or Consultation					
B12		0	Number of Senior households that received Legal Representation					
B12		0	# of clients helped with Schedule H					
B12		0	# of clients helped with life planning docs					
B12		0	# pro bono attorneys engaged in housing-related matters					
B12		0	# veterans receiving legal counsel/advice					
B13	Technical Assistance for Co-Ops and Condo Associations	0	Number of Co-Op Associations receiving Technical Assistance					
B13	Coops	0	Number of Action Plans written for Co-Op Associations					

B13	Coops	0	Number of Successful Outcomes for Co-Op Associations					
B13	Coops	0	Number of Asset Management Improvement Services Provided for Co-Op					
B13	Coops	0	Number of Asset Management Tactical Support Services Provided to Co-Op					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Legal Assistant Services provided to Distressed Co-Op Associations					
B13	Coops	0	Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops	0	Number of Organization Sustainability Tactical Support Services Provided to Co-Ops					
B13	Coops	0	Number of Ownership Educations Sessions provided to different ownership models including shared equity					
B13	Coops	0	Number of Relocation Plans completed and accepted for Co-Ops					
B13	Coops	0	Numbers of Trainings on Board Operations Governance & Management to Co-ops					
B13	Coops	0	Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management					
B13	Coops	0	Number of written Asset Management & Sustainability Plans for Co-Ops					
B13	Condos	0	Number of Condo Associations receiving Technical Assistance	Public Service or NRSA	$0.00			$0.00
B13	Condos	0	Number of Action Plans written for Condo Associations					
B13	Condos	0	Number of Successful Outcomes for Condo Associations					
B13	Condos	0	Number of Asset Management Improvement Services Provided for Condo					
B13	Condos	0	Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo					
B13	Condos	0	Number of Asset Management Tactical Support Services Provided to Condo					
B13	Condos	0	Number of Legal Assistant Services provided to Distressed Condo Associations					
B13	Condos	0	Number of Consultative Services Provided to Condo Associations and Clients					
B13	Condos	0	Number of Organization Sustainability Tactical Support Services Provided to Condo Associations					
B13	Condos	0	Number of Relocation Plans completed and accepted for Condo Associations					
B13	Condos	0	Numbers of Trainings on Board Operations Governance & Management to condo associations					
B13	Condos	0	Number of written Asset Management & Sustainability Plans for Condo Associations					
B13	Coops and Condos	0	Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed					
B13	Coops and Condos	0	Number of Associations (Coops and Condos) referred to private/ nonprofit Law Firm					
B13	Coops and Condos	0	Number of Trainings on Development including Relocation and Construction Management					
B14	Technical Assistance for Small Apartment Owners (25 units and less)	0	Number of Inquiries Received					
B14		0	Number of Owners/Managers receiving Services	Public Service or NRSA				$0.00
B14		0	Number of Action Plans Written					
B14		0	Number of Action Plans Implemented/Completed					
B14		0	Number of Owners/Managers needing Asset Management Guidance					
B8	General Home Management (Post Purchase Non-Delinquent)	0	Number of Homeownership Preservation Workshops					
B8		0	Number of Attendees at Homeownership Preservation Workshops					
B8		3	Number of Post-Purchase Workshops (not including Homeownership Preservation)	Public Service or NRSA	$10,000.00		$20,000.00	$30,000.00
B8		33	Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)					
B8		33	Number of 1:1 Post-Purchase Counseling Sessions					
B8		33	Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions					
B9	Foreclosure Counseling	3	Number of Foreclosure Workshops					
B9		13	Number of Attendees at Foreclosure Workshops					
B9		33	Number of 1:1 Foreclosure Counseling Sessions					
B9		7	Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions	Public Service or NRSA	$10,000.00		$20,000.00	$30,000.00
B9		0	Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)					
B9		0	Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)					
B9		0	Number referred to Attorney(s) for Legal Services					
B9		0	Number of Foreclosures Prevented					
C15	TOPA Pre-Purchase Counseling & Training	132	Number of TOPA Meetings with Tenant Association					
C15		1323	Number of Attendees at TOPA Meetings	Public Service or NRSA	$50,000.00		$60,000.00	$110,000.00
C15		8	Number of TOPA Training Workshops to Tenants					
C15		67	Number of Attendees at TOPA Training Workshops					
C16	TOPA Post-Purchase Counseling & Training	5	Number of TOPA Post Purchase Training Workshops					
C16		43	Number of Attendees at TOPA Post Purchase Workshops	Public Service or NRSA	$10,000.00		$10,000.00	$20,000.00
C16		0	Number of unduplicated households					
C16		600	Number of one on one counseling sessions					
C16		0	Number of group training/coaching					
C17	Tenant Counseling for HRA - Rental Accomodation Division	0	Number of unduplicated households					
C17		0	Number of one on one counseling sessions	Public Service or NRSA	$10,000.00		$5,000.00	$15,000.00
C17		43	Number of group training/coaching					
C17		43	Number of Attendees at group training/coaching					
Marketing	MARKETING AND OUTREACH	7	Housing Fairs					
Marketing		11	Other Tabling Events					
Marketing		6667	Flyers Distributed					
Marketing		47	Social Media Posts (Facebook, LinkedIn, Instagram)	Public Service or NRSA	$18,542.00		$25,000.00	$43,542.00
Marketing		0	Mailings					

Marketing		0	Paid Advertising (display ads in print)					
Marketing		0	Other					
Marketing		0	Other					
	TOTALS	12194			$233,542.00	$67,000.00	$232,791.90	$533,333.00

LEFTOVER MONEY	$0.00	$0.00	$0.00
TOTAL AVAILABLE TO LEDC	$233,542.00	$67,000.00	$232,791.00

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit B Budget

- Schedules A (3-1) and A (3-2) for the First Performance Period

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM
Budget Form A (3-1): Total Grant Budget

Rev. 12/09/2024

ORGANIZATION NAME:	Latino Economic Development Corporation
PERIOD OF PERFORMANCE:	2/1/2025-9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	
WARD (if applicable):	
TYPE OF ACTIVITY:	

***Instructions:** Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$426,507.71	$0.00	$426,507.71
Credit Report	$0.00	$0.00	$0.00
Space	$0.00	$0.00	$0.00
Insurance	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Training	$0.00	$0.00	$0.00
IT Services & Support	$0.00	$0.00	$0.00
Contractors & Consultants	$11,009.10	$0.00	$11,009.10
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$437,516.81	$0.00	$437,516.81
Total Indirect Costs (De Minimis Cost Rate 15%)	$95,816.18		$0.00
Total Costs	$533,333.00	$0.00	$437,516.81

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM
Budget Form A (3-2): Personnel Information

Rev. 12/09/2024

ORGANIZATION NAME:	Latino Economic Development Corporation
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 to 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Number of Hours	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
Personnel Subtotals						$355,423.10
				Fringe Benefits (Max 20%)		$71,084.62
				Total NBAP Grant Personnel Costs		$426,507.71

Exhibit C Required Reporting

- Monthly Performance Report
- Monthly Report of Group Trainings
- Monthly Report on Outreach and Marketing Activities
- Monthly Reporting of Special Activities
- Monthly Reporting of changes in personnel relative to grant work and payroll
- Quarterly Beneficiary Data
- Quarterly Language Access Report
- Quarterly Data Report

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DC Department of Housing and Community Development

Deadline 00/00/0000

FY25 RFA: Housing Services

SHOW PROGRAM OVERVIEW SHOW PROGRAM REQUIREMENTS

SHOW RFA SECTION 3.2 - HOUSING SERVICES: DESCRIPTION OF HOUSING PROGRAMS AND SERVICES SHOW LIBRARY

HIDE ZOOMGRANTS HELP SHOW ANNOUNCEMENTS 1

ZoomGrants Help [hide this]

Creating a New Application to Submit
The 'Saving' screen is still flashing...now what?
Missed Deadline FAQs
Invite Collaborators to Work on Application

Applicant View

Application Status: Not Submitted

Basic Information Part I and II-Application Narrative Questions Budget Organizational and Financial Capacity

Required Attachments Activity Log

Report: **OVERDUE** Report Totals

Ask a Report Question

(answers are saved automatically when you move to another field)

Instructions Show/Hide

As in the past, Performance Reporting is divided into three sections:

- **Workplan Metrics** (numbers only),
- **Accomplishment Narrative** (Text Boxes), and
- **Various uploads** (spreadsheets usually).

This data is extremely important. Reports can affect performance goals and funding. Your reports are used to report to the City Administrator, the Mayor (including DMPED) and to the District Council and its Committee on Housing. Where uploads are required, **use excel files or Word files.** This will allow your information to be uploaded into the database and reported to District leaders.

For **Workplan Metrics,** use only numbers or leave it blank. **Letters such as N/A are to be avoided.** This will make your report impossible to be uploaded in the DHCD database and will require your corrections. Only numbers zero (0) and above can be used. If a metric is left blank, it will be treated as a zero.

In the **Accomplishment Narrative**, text boxes are provided to provide statements of activities or the information requested. In the first Report, please answer Question 22 (Points of Contact) with all points of contact for the areas mentioned. Thereafter in subsequent months, if there are no changes, it is okay to say, "No Changes". The same is true for Question 21 (staffing). Please answer Question 23 (Success Stories), Question 24 (Good News), Question 25 (Other DC agencies and initiatives). Question 26 is important. Remember the RFA asked applicants to align outreach to the Focus Areas mentioned on pages 33 and 34 of the RFA. Mentioning specific Focus Areas in the narrative for Q26 is helpful.

The **Document Upload** section is where excel spreadsheets (usually, sometimes Word Documents) are uploaded. **PDFs cannot be uploaded into database.** [The District of Columbia is fortunate to have many DC Based Programs such as HPAP, IZ/ADU, PADD, SFRRP, TOPA, HRA/RAD related activities, as well as direct services to tenants and tenant groups, and services to Condo/Coop Associations. DHCD staff need monthly reporting in order to better do their work and respond to the needs of DC citizens. These reports are shared directly with the appropriate program manager.]

There three areas of your activities will be reported on a monthly basis to help us meet our HUD and DC Government requirements and the needs of DC residents.

Reporting for Fiscal Year 2025 will begin with Report # 1. The end of Government's fiscal year (9/30/2025) will conclude with Report # 10 and the close-out of FY25 Purchase Orders. The complete schedule is below for the monthly report.

Other Reporting: Beneficiary Data and Language Access

Other reports are also required. These include **Beneficiary Report** and **Language Access Report.** These two reports are required on a quarterly basis. These reports will not be answered within ZoomGrants. The Office of Program Monitoring will provide the spreadsheets to use for these quarterly reports. Please see your Grant Agreement for additional information about the monthly and quarterly reports. Please note, the Beneficiary Report corresponds to the sources and uses of your Grant Agreement. A separate Beneficiary Report is needed for each type of funding awarded: Public Service (PS), Non-Public Service (NPS) and NRSA Wards 7 & 8 PS and NPS.

These quarterly reports will be due:

Oct/Nov/Dec 2/24/2025

Jan/Feb/March 4/10/2025

April/May/June 7/10/2025

July/August/Sept 10/10/2025

Please note we cannot extend these deadlines since they are HUD's deadlines and not in our control. Please submit your report on schedule.

Please remember HUD views reporting and reimbursement requests as inseparable and therefore to be coordinated at the same time. Please avoid not filing on the deadline.

Monthly Reporting on Performance and Accomplishments

Report Number Period Covers Due Date

Report Number	Period Covers	Due Date	Notes
Report 1	FY25 Q1 (Oct/Nov/Dec)	03/03/2025	
Report 2	January	03/03/2025	
Report 3	February	03/10/2025	
Report 4	March	04/10/2025	
Report 5	April	05/10/2025	
Report 6	May	06/10/2025	
Report 7	June	07/10/2025	
Report 8	July	08/10/2025	
Report 9	August	09/10/2025	
Report 10	September	10/10/2025	

In ZoomGrants reporting, there are data questions. Please enter only a whole number. If a particular question doesn't apply to your statement of work and workplan, please enter zero. The narrative questions also require a response. If there is nothing to report in the narrative, please enter a statement such as "No changes" or "Not applicable".

Report 1: **3/3/2025** Report 2: **3/3/2025** Report 3: 3/10/2025 Report 4: 4/10/2025 Report 5: 5/10/2025

Report 6: 6/10/2025 Report 7: 7/10/2025 Report 8: 8/10/2025 Report 9: 9/10/2025 Report 10: 10/10/2025

Report 1: 3/3/2025

This report is OVERDUE. Submit Report 1

Agency

This is a branching question. The system will remove questions that do not apply to you based on your answer to Question #1.

Please disregard the number sequencing.

1. Identify Your Agency Name

This is a branching question. Only the questions that apply to your agency will appear.

- ○ CARECEN-Central American Resource Center
- ○ Centro de Apoyo Familar

- ○ Greater Washington Urban League, Inc.
- ○ Housing Counseling Services
- ○ Latino Economic Development Corporation of Washington DC
- ○ Legal Counsel for the Elderly
- ○ Lydia's House in Southeast, Inc.
- ○ Manna, Inc.
- ○ Marshall Heights Community Development Organization, Inc.
- ○ Mi Casa
- ○ Neighborhood Legal Services Program of the District of Columbia
- ○ University Legal Services

Workplan Accomplishment Metrics

2. A1: HUD Housing Counseling

Ignore the auto-total number.

Number of First Time Homebuyers Purchasing Homes

Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)

Number of 1:1 Counseling Sessions (Budget & Credit)

Number of unduplicated households

Number of 1:1 Homebuyer Counseling Sessions

Number of unduplicated households

3. A2: 8-Hour Homebuyer Class

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of 8-hour Homebuyer Educations Classes

Number of Attendees of 8-hour Homebuyer Classes

Number of DHCD Certificates issued

4. A3: HPAP (EAHP/NEAHP)

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of HPAP Pre Purchase Orientations conducted

Number of Attendees at HPAP Orientations

Number of Files submitted to HPAP Administrators

Number of 1:1 HPAP Counseling Sessions

Number of unduplicated households

5. A4: IZ/ADU Orientations

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of IZ Orientations Conducted

Number of Attendees at IZ Orientations

Number of DHCD Certificates issued

6. A5: IZ/ADU Income Certifications

Ignore the auto-total number.

Number of IZ/ADU Income Cetifications completed

7. A6: PADD

Ignore the auto-total number.

Number of PADD group training/coaching

Number of Attendees at PADD group training

Number of 1:1 PADD sessions (if applicable)

Number of unduplicated households receiving 1:1 PADD sessions

Number of PADD Income Certifications

8. A7: General Housing Services & Information (Group Training)

Ignore the auto-total number.

Number of Financial Literacy Trainings (including but not limited to credit & budgeting)

Number of Attendees at Financial Literacy Trainings

Number of Homebuyer Clubs Meetings

Total of Attendees at Homebuer Club Meetings

Number of group trainings or workshops not reported in other categories

Number of Attendes at group trainings or workshops not reported in other categories

9. B8: General Home Management (Post Purchase Non-Delinquent)
Ignore the auto-total number.

Number of Homeownership Preservation Workshops

Number of Attendees at Homeownership Preservation Workshops

Number of Post-Purchase Workshops (not including Homeownership Preservation)

Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)

Number of 1:1 Post-Purchase Counseling Sessions

Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions

10. B9: Foreclosure Counseling
Ignore the auto-total number.

Number of Foreclosure Workshops

Number of Attendees at Foreclsoure Workshops

Number of 1:1 Foreclosure Counseling Sessions

Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number of Foreclsoures Prevented

11. B10: Eviction Counseling

Ignore the auto-total number.

Number of Eviction workshops

Number of Attendees at Eviction workshops

1:1 Eviction Counseling

Unduplciated households 1:1 Eviction Counseling

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number Evictions Prevented

12. B11: SFRR

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of SFRRP Orientations conducted (required)

Number of 1:1 Intake sessions

Number of unduplicated households

Number of complete applications submitted in SFRRP Portal

13. B12: Legal Services for Seniors, Coops and Condos

Ignore the auto-total number.

Senior households receiving legal services

Coop Associations receiving legal services

Condo Associations receiving legal services

Number of Training for Law Firms

Number of Attendees at law firm training

Number of outreach activities

Number of new partnerships initiated

Number of clients helped with Schedule H

Number of clients helped with life planning docs

Number pro bono attorneys engaged in housing-related matters

Number veterans receiving legal counsel/advice

14. B13: Technical Assistance for Coop

Ignore the auto-total number.

Number of Co-Op Associations receiving Technical Assistance

Number of Action Plans written for Co-Op Associations

Number of Successful Outcomes for Co-Op Associations

Number of Asset Management Improvement Services Provided for Co-Op

Number of Asset Management Tactical Support Services Provided to Co-Op

Number of Consultative Services Provided to Co-Op Associations and Clients

Number of Legal Assistant Services provided to Distressed Co-Op Associations

Number of Organization Sustainability Tactical Support Services Provided to Co-Ops

Number of Ownership Educations Sessions provided to different ownership models including shared equity

Number of Relocation Plans completed and accepted for Co-Ops

Numbers of Trainings on Board Operations Governance & Management to Co-ops

Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management

Number of written Asset Management & Sustainability Plans for Co-Ops

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Co-Op Associations

Number of Associations (Coops) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Co-Op Associations

15. B13: Technical Assistance for Condo Associations

Ignore the auto-total number.

Number of Condo Associations receiving Technical Assistance

Number of Action Plans written for Condo Associations

Number of Successful Outcomes for Condo Associations

Number of Asset Management Improvement Services Provided for Condo

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo

Number of Asset Management Tactical Support Services Provided to Condo

Number of Legal Assistant Services provided to Distressed Condo Associations

Number of Consultative Services Provided to Condo Associations and Clients

Number of Organization Sustainability Tactical Support Services Provided to Condo Associations

Number of Relocation Plans completed and accepted for Condo Associations

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

19. C17: Tenant Counseling for HRA - Rental Accommodation Division

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

Number of Attendees at group training/coaching

20. Marketing & Outreach

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Housing Fairs

Other Tabling Events

Flyers Distributed

Social Media Posts (Facebook, LinkedIn, Instagram)

Mailings

Paid Advertising (display ads in print)

Other

Accomplishment Narrative

21. Staffing Information: Any changes (terminations or new hires) in staff members who are on the grant? Or in the Executive Leadership or Management Team? Number of HUD Certified Counselors (expressed as FTEs) on staff at the

end of this reporting period?

Maximum characters: 1000. You have 1000 characters left.

22. Who are the current Points of Contact and email for the following: 1) Executive Leader (NOTE: Executive leader is copied on all communication): 2) Grant/Fund Development: 3) Grant/Accounting: 4) Program Managers/Directors/Supervisors:

Maximum characters: 1000. You have 1000 characters left.

23. Please provide us with client success story/stories for this quarter by program. You may provide a link to an article that has been written for other purposes (newsletter, website, or newspaper article).
Redact (use a pseudonym) for any client name or other personal identifying information if you have not received a release.

Maximum characters: 3000. You have 3000 characters left.

24. Any good news to share? Any events and activities coming up? (e.g. obtained other grant funds to leverage DHCD grant, Open Houses, Presentations, Community Events, etc.)
Upload a calendar of upcoming program events (in-person or webinars).

Maximum characters: 3000. You have 3000 characters left.

25. Describe your organization's involvement in other projects or initiatives with other District agencies.

Maximum characters: 3000. You have 3000 characters left.

26. Describe your marketing and outreach during this period. What groups or areas did you market to, numbers, and in what way did you contact them (mail, event, email, personal, media, etc.)?

Maximum characters: 3000. You have 3000 characters left.

27. Describe any specific obstacles (if any) to your organization's program or service delivery during this period?

Maximum characters: 3000. You have 3000 characters left.

Documents Requested *	Required?	Uploaded Documents *	
ALL: Procurement Report, as applicable Download template: Procurement Report			Upload
ALL: Language Access for Outreach and Group Sessions Download template: Language Access for Outreach and Group Sessions	Required		Upload
ALL: Calendar of Next Quarter (3 months) of Orientations, Trainings, Workshops & 8-Hour Classes	Required		Upload
A-2 HBE 8-Hour Class Attendance Certificates Download template: A-2 HBE 8-Hour Class Attendance Certificates			Upload
A-3 Homebuyer Assistance Program Intake Download template: A-3 Homebuyer Assistance Program Intake			Upload
A-4 IZ Orientation Attendance Certificates Download template: A-4 IZ Orientation Attendance Certificates			Upload
B-11 SFRRP Intake Download template: B-11 SFRRP Intake			Upload
C-15 and C-16 TOPA Reporting Download template: C-15 and C-16 TOPA Reporting			Upload
C-17 Training for Tenants and Tenant Organizations Download template: C-17 Training for Tenants and Tenant Organizations			Upload

** ZoomGrants™ is not responsible for the content of uploaded documents.*

CDBG PUBLIC SERVICE* HOUSING COUNSELING (HC) PROGRAM

HEAD OF HOUSEHOLD DEMOGRAPHICS

IDIS Number	
Community Based Organization (CBO)	
National Objective/Matrix Code	
Project Analyst	
Proposed HOUSEHOLDS TO Serve	
Total HOUSEHOLDS Served	
Difference Used for CAPER Analysis	

Tip #1	Avoid Duplicative Reporting
Tip #2	Complete each cell; even if N/A (Not Applicable)
Tip #3	Do not complete Greyed-Out Cells
Tip #4	Based on HEAD of HOUSEHOLD
Tip # 5	Submit Quarterly
Tip #6	Public Service - HC that cannot show proof a home was purchased.
Tip # 7	CPM - Kelly Ann Morrow, DHCD Grant Management Officer, kelly-ann.morrow@dc.gov

HEAD OF HOUSEHOLD CHARACTERISTICS

Race/Ethnicity/Household Composition	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column B)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Wards 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
White		0		0	0																					0	0	0
Black/African American		0		0	0																					0	0	0
Asian		0		0	0																					0	0	0
Native American/Alaskan Native				0	0																					0	0	0
Native Hawaiian/Other Pacific Islander				0	0																					0	0	0
Native American/Alaskan Native & White				0	0																					0	0	0
American Indian/Alaskan Native & White				0	0																					0	0	0
Asian & White				0	0																					0	0	0
Black/African American & White				0	0																					0	0	0
Native American/Alaskan Native & Black/African American				0	0																					0	0	0
Other Multi Racial				0	0																					0	0	0
Did Not Report				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Income Data (In accordance with HUD Part 5)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column B)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Wards 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
Extremely Low 0-30 %				0	0																					0	0	0
Low 31%-50%				0	0																					0	0	0
Moderate 51%-80%				0	0																					0	0	0
Non-Low/Moderate 81% - 110%				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Additional Data (Does not apply to Single Family Residential Rehabilitation Program)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column B)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Wards 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
With New or Continuing Access to Service or Benefit				0	0																					0	0	0
With Improved Access to Service or Benefit				0	0																					0	0	0
Received a Service or Benefit that is No Longer Substandard				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Language Access

The recent Executive Order of the President makes English the Official Language of the United States.

Grantees may translate forms, document, trainings into other languages as they deem appropriate for the benefit of clients.

Grantees may also make provision for clients to have access who are English Proficient/Non-English Proficient (LEP/NEP).

The Language Access line remains available to Grantees. OPM can provide the phone number.

Grantees are encouraged to report on a quarterly basis concerning language accommodation for clients.

Tracking includes:

- Language
- Use of interpreter, bi-lingual staff person or language access telephonic line
- Used on the group basis or individual and the number of each

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit D Method to determine Client Eligibility for Services

Method to determine Client Eligibility for Services:
By Household

DHCD will provide the spreadsheet to use for this Quarterly Report

If a grantee has two or three sources/uses of grant funds, a separate report is needed for each.

Sources/Uses includes

1. Public Services (PS),
2. Non-Public Services (NPS) and
3. NRSA Wards 7 & 8 PS & NPS.

For each the Household report includes:

Section 1

Grantees will provide the following information concerning race/ethnicity which shall be recorded by

- Ward,
- Head of Household,
- Tenant/Owner

White
Black/African American
Asian
Native American/Alaskan Native
Native Hawaiian/Other Pacific Islander
Native American/Alaskan Native & White
American Indian/Alaskan Native & White
Asian & White
Black/African American & White
Native American/Alaskan Native & Black/African American
Other Multi Racial
Did Not Report
TOTAL

Section 2

Also, each household shall be counted by income category using the CDBG income categories and dollar amounts. (See chart in this exhibit.)

Section 3

Lastly, each household shall be counted by CDNG service category.

With New or Continuing Access to Service or Benefit
With Improved Access to Service or Benefit
Received a Service or Benefit that is No Longer Substandard

The Number of Households in each of the above calculations be the same. That is, if 100 households are reported in Section 1, there must be 100 in reported also in Sections 2 and 3.

This procedures is repeated for:

- Non-Public Service Activities
- NRSA Wards 7 & 8 Public Service and Non-Public Service

INCOME LIMITS WITH UNCAPPED LIMITS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
U.S. Department of Housing and Urban Development (HUD) FY 2023
Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	**84,400**	**96,450**	**108,500**	**120,550**	**130,200**	**139,850**	**149,500**	**159,150**

	Median Income	**Family Four Low Income Limit**
DC	**$152,100**	**$95,300**

This grant will consider eligibility based on Household Beneficiary Data

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit E Budget Modification Form

BUDGET MODIFICATIONS

To request a Budget Modification, please reach out to your Point of Contact with Community Services to request the excel file.

The excel file should be returned to Community with the details (below) about your request. You may also send a PDF of the excel file in addition to the excel file itself. The excel is needed to upload to the database.

There should be a cover letter from the Executive Director requesting the modification as outlined in excel file attached. Only the Executive Director as a signatory to the Grant Agreement can request a Budget Modification.

The Excel file will guide you through the process.

The Excel template asks you for each line item in the A 3-2 (Personnel) to indicate the current budget and the requested budget modification for:

- Hourly rate
- Number of Hours to be charged to the Grant (total for the year)

Similarly for the A 3-1 the template asks the current Budget Amount for each line item and the requested modification amount for each line item in the A 3-1.

Each line item in the A 3-1 and A 3-2 must be included in the Modification.

The deadline to request a Budget Modification is June 1st of each year.

The Community Services team is available to provide technical assistance.

Cost Category	Current Budget	Increase (Decrease)	Requested Modificastion Amount
Personnel (Salary & Fringe)	$0.00	$0.00	$0.00
Credit Report	$0.00	$0.00	$0.00
Space	$0.00	$0.00	$0.00
Insurance	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Training	$0.00	$0.00	$0.00
IT Services & Support	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$0.00	$0.00	$0.00
Total Indirect Costs (De Minimis Cost Rate 15%)	$0.00		$0.00
Total Costs	$0.00	$0.00	$0.00

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit F Drug Free Workplace Certification

Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants also should review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact.

1. Lobbying

As required by Section 1352, Title 31 of the U.S. Code and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) no Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) if any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - III, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) the undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. Debarment, Suspension, and Other Responsibility Matters (Direct Recipient)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510–

A. The applicant certifies that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public Federal, State, or local transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification); and

(d) have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F. for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620–

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) establishing an on-going drug-free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace,

(2) the applicant's policy of maintaining a drug-free workplace,

(3) any available drug counseling, rehabilitation, and employee assistance programs, and

(4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) abide by the terms of the statement; and

(2) notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020. Notice shall include the identification number(s) of each effected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and incising termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (1), (c), (d), (e), and (f).

B. The applicant may insert in the space provided below the sites) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, ZIP code)

4. Drug-Free Workplace (Grantees Who Are Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, subpart F, for grantees as defined at 28 CFR Part 67; Sections 67 615 and 67.620–

1. as a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

2. if convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Housing and Community Development
1800 Martin Luther King Jr., Avenue SE
Washington, DC 20020.

As the duly authorized representative of the applications,
I hereby certify that the applicant will comply with the above certifications.

Grantee Name and Address Latino Economic Development Center 1401 Columbia Rd NW, Unit C-1, Washington DC, 20009

Latino Economic Development Center Housing Services

1. Application Number and/or Project Name

52-1749216

2. Grantee IRS/Vendor Number

Emi Reyes, Executive Director

3. Typed Name and Title of Authorized Representative

Emi Reyes (Oct 3, 2024 17:04 EDT)

4. Signature

10/02/24

5. Date

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit G Service Area Eligibility

This grantee provides services to residents of all DC Wards and will focus on the neighborhoods in these corridors where DHCD has invested resources for housing development.

- 16th St NW Corridor near the intersection with Havard St NW (Columbia Heights) in Ward 1
- Georgia Ave and New Hampshire Ave NW Corridor (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- Rhode Island Ave and South Dakota Ave NE Corridor (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 5
- M and South Capitol Streets SW Corridor (Greenleaf/Waterfront) in Ward 6
- Benning Road and Florida Ave NE Corridor (NoMa/Ivy City/Trinidad) Ward 6
- Minnesota Ave and Benning Rd NE Corridor (Benning, Greenway) in Ward 7
- Pennsylvania Ave and Minnesota Aves SE Corridor (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- East Capitol and Benning Rd Corridor (Capital View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- Marion Barry Ave and Martin Luther King Aves SE Corridor (Historic Anacostia, Fairlawn Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- Marion Berry Ave and Alabama Aves Corridor (Skyland, Woodland, Garfield Heights) in Ward 8
- Martin Luther King Ave and Alabama Ave Corridor (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- South Capital St and Chesapeake Aves SE Corridor (Bellevue, Washington Highlands) in Ward 8

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit H Insurance Requirements

DHCD-BILL WINSTON-GRANT FOR VARIOUS COMMUNITY-BASED ORGANIZATIONS HOUSING COUNSELING AND SERVICES AF07082024

INSURANCE

A. GENERAL REQUIREMENTS. The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this grant, the types of insurance specified below. The Grantee shall submit a Certificate of Insurance to the Grant Administrator (GA) giving evidence of the required coverage prior to commencing performance under this grant. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the GA.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Grantee and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this grant, with the understanding that any affirmative obligation imposed upon the insured Grantee or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its subcontractors, and not the additional insured. The additional insured status under the Grantee's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the GA in writing. All of the Grantee's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Grantee or its subcontractors, or anyone for whom the Grantee or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the GA with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the GA in writing), covering liability for all ongoing and completed operations of the Grantee and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an

Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or it's equivalent) to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the GA in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee in connection with work under this agreement, with a minimum combined single limit of $1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Grantee shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Defense costs shall be in addition to and not erode the limits of liability
e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or it's equivalent)

3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

   Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   The Workers Compensation and Employers Liability shall be further endorsed to:
   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the GA of commercial umbrella or excess liability insurance with minimum limits of $5,000,000 per occurrence and $5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS
Any and all subcontractors engaged by Grantee for work under this agreement shall be required to have the same insured required of Grantee. Should the Grantee wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Grantee shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Grantee. In either instance, the Grantee must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

E. DURATION. The Grantee shall carry all required insurance until all grant work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this grant and two years for non-construction related grants.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the Grantee's liability under this grant.

G. CONTRACTOR'S PROPERTY. Grantee and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.

DHCD-BILL WINSTON-GRANT FOR VARIOUS COMMUNITY-BASED ORGANIZATIONS HOUSING COUNSELING AND SERVICES AF07082024

H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the grant price.

I. NOTIFICATION. The Grantee shall ensure that all policies provide that the GA shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Grantee no long complying with the above requirements. The Grantee shall provide the GA with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the GA with an updated Certificate of Insurance should its insurance coverages renew during the grant. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Grantee at least 30 days' notice of the change. Grantee must comply, at your expense, and deliver to the GA evidence of compliance before the change becomes effective.

J. CERTIFICATES OF INSURANCE. The Grantee must send to GA, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Grantee must also provide us with evidence of renewal before the expiration date of each insurance policy. Grantee is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . Certificates of insurance must reference the corresponding grant number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:
William Winston, Grant Administrator (DHCD)
1909 Martin Luther King Jr Av SE, Washington DC 20020
771-208-9628
Bill.winston@dc.gov

The GA may request and the Grantee shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Grantee expires prior to completion of the grant, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the GA prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the GA on an annual basis as the coverage is renewed (or replaced).

K. DISCLOSURE OF INFORMATION. The Grantee agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Grantee, its agents, employees, servants or subcontractors in the performance of this grant.

L. CARRIER RATINGS. All Grantee's and its subcontractors' insurance required in connection with this grant shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.

M. WARRANTIES. When applicable, the Grantee should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). GA should collect, review for accuracy, and maintain all warranties for goods and services.

DHCD Contract No. 2025-05
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director		3/17/25
2. Chris Earley, Deputy Director		3/17/25
3. Julia Wiley, General Counsel		3/17/25
4. Bill Winston, Associate Director of Community Services		3/14/25
5. Clyde Edwards, Program Analyst	CDE	3/13/25
6.		

SUBJECT:

Director's Comments:

Action

APPROVAL	CIRCULATE	CORRECTION	FILE	FYI	INVITATION	MEETING	SIGNATURE
☒	☐	☐	☐	☐	☐	☐	☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Marshall Heights Community Development Organization- NBAP **FY25** HOUSING SERVICES **$134,000.00** Grant # 2025-09

Originating Office

FROM: C. Edwards	TELEPHONE NUMBER:
DATE:3/13/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE:

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Clyde D. Edwards
Economic Development Program Specialist

Date: 3/14/25

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	Marshall Heights Community Development Organization
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$ 134,000**
ATTACHMENTS:	**FY25 Grant Agreement #2025-09** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

DISTRICT OF COLUMBIA.

COMMUNITY SERVICES
HOUSING COUNSELING SERVICES

GRANT AGREEMENT

BY AND BETWEEN
THE DISTRICT OF COLUMBIA
AND

MARSHALL HEIGHTS COMMUNITY DEVELOPMENT ORGANIZATION INC.

This Grant Agreement ("Grant" or "Agreement"), is made effective as of March 17, 2025, ("Effective Date"), by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the D.C. Department of Housing and Community Development (hereinafter referred to as "Department," "DHCD" or "Grantor") and Marshall Heights Community Dev. Organization, a District of Columbia non-profit corporation Grantee [DUNS No. Unique Entity Identifier (UEI) MPNCL577TNL5] (hereinafter referred to as "Grantee") with its principal place of business at 3939 Benning Rd NE Washington DC 20019. Grantor and Grantee shall be collectively referred to herein as the "Parties."

RECITALS

1. The Department with offices at 1909 Martin Luther King Jr Avenue SE, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975, D.C. Official Code§ 6-1001 *et seq.*, and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Department is authorized to fund community based non-profit organizations that provide housing counseling services for low- and moderate-income persons.

3. On June 7, 2024, the Department published a Notice of Funding Availability ("NOFA") in the D.C. Register, which announced the forthcoming issuance of the Fiscal Year ("FY") 2025 Request for Applications ("RFA") for the Neighborhood-Based Activities Housing Counseling Services Program ("HCSP"). The RFA was issued on June 21, 2024, that solicited applicants to provide services to District of Columbia ("District") residents as a part of the Department's HCSP. HCSP includes Public Services ("PS"), and Non-Public Services ("NPS") as defined in Section I herein. U.S. Department of Housing and Urban Development ("HUD") approved counseling agencies employing one or more certified HUD counselors are eligible to provide both PS and NPS services, while organizations which do not have HUD approval status may provide PS services only. The RFA included an opportunity for applicants to provide one or more of seventeen (17) services listed in the RFA. These services include HUD-approved counseling in keeping with 24 CFR 5.100 and related Federal regulations (in 2 CFR Part 200, and 24 CFR Part 214) as well as services related to local DC programs which are administered by the Department. The RFA and the requirements set forth therein are also incorporated by reference herein.

4. The Grantee's RFA application demonstrates that its organization possesses project management, and organizational and administrative capacity to successfully perform as a nonprofit grant subrecipient under the Department's HCSP, and accordingly DHCD has determined to award a grant to the Grantee in FY 2025 ("25" or "2025").

5. The Grantor proposes to fund HCSP grant activities in FY 2025 from its allocation of Community Development Block Grant ("CDBG") funds authorized by Title I of the U.S. Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), 24 CFR Part 570.

6. As a condition precedent to disbursement of the Grant proceeds to Grantee for the sole and exclusive purposes described in Exhibit A (which includes the "Statement of Work" and the approved "Workplan", both attached hereto and made a part hereof), the Department requires that Grantee enter into this Agreement setting forth the terms and conditions of the Grant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are hereby incorporated by reference and made a part hereof.

Section I. Definitions.

A. As used herein, the following terms shall have the meanings indicated:

a) **Fiscal Year**: All references to Fiscal Year(s) ("FY") herein refer to the District Government fiscal year which is October 1st to September 30th
b) **Neighborhood Revitalization Strategy Area** ("NRSA") refers to the HUD approved areas of Wards 7 and 8 which have been designated as strategic areas for revitalization. Services to Ward 7 and Ward 8 regardless of whether Public Service or Non-Public Service, attributed to the NRSA.
c) **Non-Public Services** refers to 24 CFR 5.100 counseling services provided to clients in connection with the purchase of a specific home. All other 24 CFR 5.100 counseling is Public Service.
d) **Public Services** refers to all other services and may include group training and/or one on one counseling.
e) **Performance Periods**: The Performance Period is defined as the start date and end date for which Grant funds are awarded to execute an approved Workplan and Statement of Work in keeping with the RFA for FY 2025. (See Section IV below.)

Section II. Exhibits.

The Exhibits listed below and the terms and conditions of the same are incorporated herein and made a part of this Agreement.

A. Services to be Provided
- Statement of Work
- Section 3 from the FY 25 RFA: Services
- Workplan as approved by the Grantor

B. Budget
- Schedules A (3-1) and A (3-2) for the First Performance Period

C. Required Reporting Forms
- Monthly Performance Report on group trainings/orientations/workshops and one on one counseling (in connection with the Statement of Work and Workplan), as well as reports on DHCD certificates issued, outreach and marketing activities, and upcoming group trainings.

- Quarterly Beneficiary Data and Demographics for each of the following (a) PS, (b) NPS, and (c) NRSA activities.
- Quarterly Language Access Report (Optional)
- Quarterly Banking Report (as applicable)
- Quarterly Procurement Report (as applicable)
- Quarterly Submission of Minutes of Board of Directors Meetings

D Method to determine Client Eligibility for Services
E Budget Modification Form
F Drug Free Workplace Certification
G Service Area Eligibility
H Insurance Requirements
I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Section III. Grant Award

A. The Department shall make a Grant of the District's CDBG Entitlement Grant Federal Award No: B-24-MC-11-0001 ("CDBG Federal Award") to Grantee in an amount not to exceed One Hundred Thirty-Four Thousand Dollars and No Cents ($134,000.) (the "Grant") and is allocated as follows:

Sources and Uses of Funds:

NRSAs Ward 7 and Ward 8 [CDBG EN]	$ 134,000
TOTAL CDBG [EN]	$ 134,000.

Notwithstanding the source of funds designated above, the Grantor reserves the right to provide funding from another source(s). In all instances, applicable Federal and District laws and regulations shall apply regardless of the funding source. The Grant award shall be used to fund a range of services which HUD has defined as Housing Counseling Services: Public Services and Non-Public Services by a HUD Approved Counseling Agency ("HCA").

The specific Grant activities are described in Exhibit A (attached hereto) which includes
(a) the Statement of Work,
(b) Lines of Services - Section 3.2 of the Request for Applications (RFA), and

(c) The approved Workplan
(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

C. The Grant services will benefit low-and-moderate income persons living in the District of Columbia. In keeping with recent Presidential Executive Orders, Grantees should only use grant funds for US citizens and should maintain such documentation to prove citizenship.[33]

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as Exhibit B. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.

D. The Catalog of Federal Domestic Assistance ("CFDA") number is 14.218.

E. The Uniform Administrative Requirements for Federal Grants are applicable to this grant award and are available online at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1. Also, the Grantee must comply with the Community Development Block Grants regulations 24 CFR part 570 that govern this award and other related HUD regulations, which are incorporated herein by reference.

Section IV. Grant Term and Periods of Performance

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2025. During this term, there are two Performance Periods. The First Performance Period is the Effective Date to September 30, 2025. The Second Performance Period is October 1, 2025, to December 31, 2025.

Funding for each Performance Period is in the sole discretion of the Grantor and requires meeting all due diligence requirements prior to award.

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[33] Examples of such document may include copies of unexpired state issued Real ID identification or driver's license, unexpired US passport or US passport card, active duty Military ID, current Green Card or Naturalization documents with state issued photographic identification.

The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of Grant funds or other Grant assets.

Section V. Statement of Work/CDBG Eligible Activities/Eligible Costs/Business Operations

A. CDBG Eligible Activities

1. Grantee shall use the CDBG Grant proceeds solely to fund Grantor-approved service activities that are intended to provide services and empower low- and moderate- income persons in the District of Columbia to make informed housing choices and achieve their housing goals, whether it's finding affordable rental housing, purchasing a home or obtaining financial assistance for critical home repairs.

The best way to provide this critical information to a client in order to assist them in their decision-making process is to adhere to 24 CFR 5.100[34] [in which a HUD certified counselor conducts (1) intake (2) financial and housing affordability analysis with affordability calculation (3) an action plan and (4) follow-up counseling to implement the action plan and achieve its stated goals].

The Grant services to be provided are described in Exhibit A. This description includes the major tasks, activities and project deliverables to be provided under this Grant. The Grantor reserves the right to alter or change the District of Columbia program requirements including eligibility, services provided, service methodology, service delivery and program goals during the performance period.

The proposed Grant activities are CDBG eligible activities pursuant to 24 CFR 570.201(e).

2. Grantee shall sponsor outreach events that inform the community about the Grant activities and participate in other community events as requested by Grantor.

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[34] 24 CRF 5.100: "Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling."

3. The Grantee must retain records which demonstrate that each activity funded under this Grant is CDBG eligible and document the amount of CDBG funds expended for each activity. This includes the activity itself, the outcomes, and the records concerning beneficiaries in keeping with subsection (B)(2) below receiving services. Any authorizations needed together with beneficiary statistical information should be obtained by the Grantee during intake or registration. HUD does not grant exceptions or authorize the District to make exceptions to this requirement.

B. CDBG National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention of slums or blight; 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. The Grantee certifies that the CDBG-assisted activities to be carried out under this Agreement will meet the National Objective of primarily benefiting low- and moderate-income persons (limited clientele activities) in accordance with Federal and District Requirements. The minimum threshold requires that at least 51% of the households served with CDBG funding must be low- and moderate-income households; provided however, that a Grantee whose application claimed additional scoring points for agreeing to provide Grant services to more than 51% low- and moderate-income beneficiaries, must adhere to the percentage they elected in their application.[35]

In accordance with the Grantee's election in their Application for a grant award and for receiving additional points in scoring, the Grantee has agreed to exceed the minimum requirement and to serve at least 90% low- and moderate-income beneficiaries.

Note: This percentage cannot be decreased as it was used for scoring in a competitive round of funding.

4. The Grantee shall disclose to any client that services are provided free of charge by a Grant funded by DHCD using Federal funds and therefore the Grantee has certain reporting

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[35] In responding to the RFA published June 21, 2024, applicants were given the opportunity to receive additional points in scoring for committing to exceed the CDBG minimum threshold to either a 75% minimum or a 90% minimum.

requirements in order to provide the Grant services free of charge. The Grantee shall use appropriate forms to obtain a client authorization, as required, to comply with the terms of this Agreement and to meet HUD reporting requirements,

C. Staffing

Where HUD requires services are to be provided by a Certified HUD Housing Counselor, the Grantee shall comply with that requirement and not permit services reserved to HUD certified counselors to be provided by others.

To the extent applicable, Grantee agrees to secure the services of qualified personnel that are licensed and bonded in the District of Columbia to perform the CDBG Federal Award activities and services listed in Exhibit A.

Any changes in personnel or their general Grant responsibilities as set forth in Exhibit A are subject to the prior written approval of DHCD. In this regard, it is essential that the Grantee immediately report terminations and proposed new hires to the Grantor.

D. Business Operations

1. Grantee shall observe business hours of operation onsite in their service location(s) that align with District Government hours of operation specifically Monday through Friday 9:00 am to 4:30 pm (DC holidays excepted)[36] and shall ensure that sufficient staff are on site at Grantee's place of business to carry out Grant services.

2. During the hours of operations, Grantee shall have live answered telephones for incoming calls. If the Grantee's phone system utilizes an auto-attendant function or voicemail, announced option to the caller must include an option to press a certain key (such as "0" for an Operator) to be connected to a staff person in real time who can answer and field questions, redirect a caller to a staff person who can address a caller's inquiries, or provide registration information. DHCD and other DC agencies such as the Office of the Attorney General may check Grantee's compliance with this requirement from time-to-time.

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[36] DC Holidays include New Year's Day, Dr. Martin Luther King, Jr. Holiday, Washington's Birthday, DC Emancipation Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Day.

E. Grantee may offer clients virtual appointments as well as virtual group informational or educational activities, but Grantee shall also provide clients an option for in-person services (including both in-person one on one appointments as well as some in-person group informational or educational activities.) The Grantee shall not refuse in-person services to DC residents.

F. Housing Resource Center (HRC) and Late Night Hours: As required by the RFA, "Applicants selected for the award shall participate (in a regular rotation) in staffing onsite at the Department's Housing Resource Center (HRC). The HRC provides services to DC residents by appointment and walk-ins." The HRC is located in the Grantor's offices at 1909 Martin Luther King Jr Av SE. The HRC coordinator, in conjunction with the Associate Director for Community Services, will develop a schedule in consultation with Grant subrecipients for staffing the HRC on a rotating basis on weekdays.

RFA applicants were awarded additional points in their score by committing to "Extended Office Hours." The options included providing office hours until 7:00 pm at least one (1) day a week in their office location and/or until 7:00 pm at least two (2) days a month in the HRC.

In accordance with the Grantee's selection in their Application for grant award and funding, the Grantee has committed to serve Extended Office Hours Extended Office Hours until 7:00 pm one (1) day a week in their office and one (1) day in the HRC.

Section VI. Disbursement/Required Support Documentation

A. <u>Reasonable, Allowable, Necessary, Allocable</u>

1. Grantee may request reimbursement for actual expenses incurred to provide services and as described in the Grant Budget (A 3-1 and A 3-2). Requests must meet all four criteria: reasonable, necessary, allowable, and allocable. (2 CFR 200.305)
   a. ***Allowable costs.*** Reimbursements are limited to the expenses directly related to activities supported by the grant activities and are subject to the regulations of the Federal and District Governments. Expenses related to activities should be necessary, reasonable, allowable and allocable.
   b. ***Limitations on allowable costs***. A grantee may not use an indirect cost rate to determine allowable costs under its grant.
   c. **Some *Unallowable costs.*** Expenses that are not allowable include (but are not limited to) sales tax, late fees, debts, tips & gratuities, food, alcohol, controlled substances, cash reserves or investments, money given to individuals (including

donations, grants or loans), contributions to organizations, costs of fundraising, fund development, grant writing, advocacy, lobbying, and purchase of goods or services for personal use or benefit.

2. In addition, Grantee must demonstrate to the reasonable satisfaction of the Grantor that Grant performance milestones have been achieved. All requests for payment of eligible expenses shall be associated with the budget line items specified in Exhibit B (Budget Schedule A (3-1), estimated cost invoices and satisfactory Grant performance.

3. Grantees may not be reimbursed for expenses paid through Cash app or other similar peer-to-peer payment platforms, since such platforms create issues for recordkeeping, auditability, and compliance with grant regulations.

4. The Grantee shall not supplant funds or seek reimbursement for expenses that may be reimbursed by another grant (Federal, District, or private) either prior to or subsequent to reimbursement by the Grantor.

5. The Grantee must have the capacity for bookkeeping and accounting services required to track Grant expenses and create payment requests in keeping with Federal and District requirements, either on staff or by a third-party contractor.

6. The Grantee shall create and submit payment requests in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the Grantee to create and submit invoices by selecting the applicable purchase order number which is listed on the Grantee's profile.

7. All Grantees must be registered in the portal prior to invoice submission. The vendor portal website is **https://cfo.dc.gov./supplier_portal**. Please log onto the portal for further details and instructions. Questions can be submitted to **suppliers@dc.gov**.

B. Form of Submission of Payment Requests

1. The cover sheet to the reimbursement package must be the 30A Form of the Department [RCSD DHCD 306A Revised October 2024]. No other cover sheet is needed. This form should contain the Purchase Order Number, the IDIS Number, and the Partial Payment Number in accordance with Department's guidelines.

Payments requests are contingent upon certification by the Grantee in the following form as contained on the 306A (RCSD DHCD 306A Revised October 2024). The Certification is to be made by the chief executive officer, or the chief financial officer or the chief operations officer if the Governing Board has authorized this officer to act on behalf of the board to sign.

"I certify that all items, quantities and prices of work and material shown in the requisition are correct to the best of my knowledge and belief. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information , or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812." (2 CFR 200.415)

2. Page 2 and Page 3 shall be the Reimbursement Request A 3-1 and A 3-2.

3. Page 4 shall be the Invoice Cover Sheet with:
   a. A unique identifier (e.g. a row number or brief alphanumeric code) shall be assigned by the Grantee to non-personnel invoices and with the same unique identifier marked on each and every supporting document (e.g. receipt, proof of payment, cancelled checks, contracts, scopes of works, services rendered, vendor statement or document, Grantee's notes) submitted. The unique identifier shall be listed on the invoice cover sheet.
   b. Vendor's name
   c. Remittance address
   d. Invoice number
   e. Invoice date
   f. Contract number (also known as Grant Number)
   g. Purchase order number (if any)
   h. Invoice Amount
   i. The Amount which the Grantee is requesting reimbursement
   j. Quantity of goods/services delivered. Deliverables. Shipping and payment terms
   k. Other substantiating documentation that justifies and supports the payment request.

4. Page 4 and subsequent pages as needed shall include the supporting documents for the reimbursement request including signed timesheets, payroll reports, invoices from vendors marked as described above. (See Section E below.)

C. HUD Related Requirements

1. Federal regulations require that reimbursement under the Grant is tied to (a) beneficiary data reporting and (b) program performance. Failure to meet reporting deadlines for performance and/or beneficiary service data will suspend temporarily the processing of Grantee payment requests. Staff unavailability does not waive the requirement to meet reporting deadlines, and Grantee shall ensure that adequate staff are trained or cross-trained to prepare and submit reports timely.

2. The Grantee should be aware that HUD maintains an *Integrated Disbursement and Information System* ("IDIS"), a database in which the Grantor must make reports during the performance period on each Grantee's account. HUD flags subrecipient accounts when reporting is not provided by a deadline. Such a flag shall constitute a default. Multiple flags or failure to meet the conditions for HUD to remove a flag may result in suspension or termination in keeping with Section XII (C) of this Agreement.

D. Schedule for Submission of Reimbursement Requests

1. Requests for reimbursement shall be submitted in a timely manner by the date due. Failure to meet a deadline shall constitute a default.

2. On the 10th day of each month, the Reimbursement Request shall be for the prior month; provided however, the September reimbursement request must be submitted earlier in October on the date specified by the Office of the Chief Financial Officer of the District of Columbia, which is usually between the 5th and 7th day of October. *(Grantee may wish to use other funding sources for the late September payroll to facilitate meeting the deadlines.)*

3. In order to close-out the grant by September 30th, the October request should be the only request submitted in September.

4. The monthly schedule for submission is as follows:

Month	Due Date
March	April 10th
April	May 10th
May	June 10th
June	July 10th
July	August 10th
August	September 10th
September	October 5th or 7th as specified by the DC CFO
October	November 10th
November	December 10th
December	January 10th
January	February10th
February	March 10th

5. As applicable, expenses incurred pursuant to a project commitment in IDIS that has been approved by the Grantor and are otherwise eligible for reimbursement at the Grantor's sole discretion, may be reimbursed, regardless of when those expenses were incurred.

E. Source Documentation

1. All costs and obligations incurred under this Grant Agreement must be supported by source documentation (e.g. invoices, receipts, contracts, canceled checks, etc.). Documentation may also include approved time distribution sheets and certified payroll reports for employees and contracts.

2. The Grantee must satisfy all documentary requirements to the reasonable satisfaction of the Grantor prior to the disbursement of Grant funds.

F. Requirements Applicable to Disbursed Funds/No Escrow

1. Grantee shall not escrow Grant funds. However, nothing shall prohibit the Grantee from supplementing funding for these activities from other sources including other grants, funders or donors.

2. Any cash advances disbursed pursuant to this Agreement must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate

cash requirements of the Grantee in carrying out the purpose of the Grant. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct Grant program or project costs and the proportionate share of any allowable indirect costs.

3. If at any time it is determined that more Grant funds are disbursed to Grantee than what was required by the Grantee's immediate disbursement needs, Grantee shall immediately return to Grantor the excess funds.

4. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations or fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee.

G. The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect cost rate, as further described in Section (C)(4) and Section (C)(5) (Reporting Requirements) below.

H. In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant proceeds within three (3) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant proceeds, unless another date shall be agreed to be the parties in writing. The Grantor reserves the right to recover such losses by any legal remedy available.

Section VII. Budget Modifications

A. Any amendments to the budget (change in the amounts specified in the individual cost categories set forth in Exhibit B). may be approved by the Grant Administrator, so long as the total amount of the budget is not exceeded.

B. Any increase in the total Grant amount must be approved by the Director of the Department. If the change is made at the request of the Grantee, the request shall be in writing dated and shall be submitted on a Budget Modification Form, attached hereto as Exhibit E.

1. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and dated using the appropriate excel format or the appropriate online portal if available.

2. The Grantee shall make modification requests by June 1st, to allow sufficient time for processing prior to the start of the fourth quarter of the fiscal year. No more than two modifications may be required in the performance period. Requests for modification to the budget shall not be approved after June 1, 2025, except for extenuating circumstances specified in writing, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion.

3. The Department will not approve reprogramming of personnel funds for positions not filled in compliance with this Agreement and Grantee's personnel policies submitted to Grantor. If at any time DHCD requires a more detailed budget breakdown than the one contained herein, the Grantee shall provide such supplemental budget information in a timely fashion and in the form and content prescribed by DHCD.

Section VIII. Conditions Precedent to Grant Closing and Grant Disbursement

Grant closing shall mean the date on which Grantee has satisfied all conditions precedent to execution to the satisfaction of the Grantor, at which time both parties have executed and delivered the Grant Agreement. No Grant proceeds shall be disbursed prior to Grant closing.

The following conditions must be met prior to Grant closing:

A. Eligibility Determination. Determination by the Grantor that Grantee's proposed Grant activities meet eligibility and national objective requirements specified by the CDBG Program regulations at 24 CFR §§ 570.200 through 570.209. Grantor has determined that the proposed Grant activities are eligible for CDBG Program funding pursuant to 24 CFR 570.201(e) (provide housing counseling services to low- to moderate-income households).

B. Environmental Clearance. Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historic preservation reviews, and HUD has issued an approval of the release of funds.

C. Due Diligence Submissions. The following items must be delivered to DHCD for approval prior to Grant execution and Grant closing:

1. Articles of Incorporation, organizational by-laws and certification of nonprofit status.
2. Board/Corporate Resolution, memorializing
   a. the Grantee's intent to enter into this Agreement
   b. identifying the total Grant amount of the award
   c. identifying the Grant Number
   d. identifying the funding source(s) of the award, and
   e. identifying the authorized person by name and title who is authorized to sign on behalf of the corporation to enter into this Agreement.
3. Certificate of Good Standing
   a. issued by the DC Department of Licensing and Consumer Protection (DLCP)
   b. certified within 6 months of the Effective Date of this Agreement.
4. Certificate of Clean Hands
   a. issued by the DC Office of Tax and Revenue (OTR)
   b. certified within 90 days of this Agreement.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia to carry out the Grant activities.
6. Evidence that Grantee has obtained insurance, as provided in Exhibit H. If the renewal period for any insurance requirement occurs during the Grant performance period, the Grantee is required to submit to the Grantor evidence (Certificate Of Insurance) of insurance renewal to cover the remaining Grant performance period.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Effective Date.
8. An Affirmative Action Plan ("AAP") must be submitted by the Grantee for review and approval by the District prior to Grant execution and the disbursement of any Grant proceeds. The AAP shall be in a form to be determined by the District and must detail the Grantee's efforts to comply with the District's goals for achieving equal employment in District government contracts and set forth specific standards for the utilization of minorities in all job categories, as required by Mayor's Order 85-85 and District law.
9. Drug-free Workplace Certification (Exhibit F).
10. Debarment affidavit and verification confirming that Grantee is not debarred or suspended or otherwise excluded from or ineligible for participation in federal or District assistance programs under Executive Order 12549 or District law.

D. Opinion of Counsel. Grantee shall submit a written opinion of the Grantee's attorney, which states that the attorney has read the Grant documents and that the Grantee:

- Is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary.
- Has the full authority and legal right to carry out the terms of this Grant Agreement and all documentation required hereunder to be executed by Grantee; and
- Has taken all actions to authorize the execution, delivery and performance of this Grant Agreement and any documents required to be executed in connection with the Grant according to their respective terms

The Opinion shall further state that none of the aforesaid actions, undertakings or agreements violate any restriction, term, condition or provision of the Grantee's organizational documents or any contract or agreement to which Grantee is a party or by which it is bound. The Opinion must identify the Grant Agreement by name and Grant number, and the counsel must specifically identify the documents upon which the Opinion is based.

E. Current on District Obligations. Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant, including all local taxes and charges affecting Grantee's business.

F. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Proceeds, including, but not limited to the Council of the District of Columbia and the Chief Financial Officer of the District of Columbia.

G. Clearance Approval issued by the DHCD Office of Program Monitoring.

Section IX. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. The Grantee shall cure all report deficiencies identified by the Department and resubmit for approval by the Grantor within 14 calendar days of the notification. The requirements of monthly and quarterly reports [VII.(A) and (B) are in Exhibit C.]

A. Monthly Reporting

Monthly Performance Reporting. The Grantee shall use the online reporting portal provided by the Grantor and shall provide a complete performance report by the 10th day of each month reporting on Grant activities, accomplishments and performance of the prior month. Failure to submit the report by the tenth day of the month following the end of each

month shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

B. Quarterly Reporting

On the 10th day of January, April, July, and October, the following quarterly reports for the previous three months shall be due and provided by the Grantee in the form and method required by Grantor:

1. Quarterly Report on **Beneficiary Data and Demographics** (separate reports for PS, NPS and NRSA).

2. **Banking Report** (as applicable)

3. **Non-expendable Equipment Inventory Report** (as applicable) (the purchase or lease of non-expandable equipment). The purchase of all computer equipment must have prior approval from the Department.

4. **Procurement Report** (as applicable).

5. Copies of the **Minutes of the Board of Directors** meetings, which took place during the previous quarter; and

6. **Language Access Report** (optional) – If services are provided in languages other than English, we encourage a language access report to be made.

Failure to submit any or all Quarterly Reports by the tenth day of the month following the end of a quarter shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

C. Additional Report Requirements

The following reports are due to the Department within the timeframes indicated below. If these documents were previously submitted, they must be updated and resubmitted.

1. Fringe Benefits Report

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects funded from the proceeds of this Grant shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefits rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the change. The report shall be submitted to DHCD within fifteen (15) days of Grant execution.

The fringe benefits rate for any personnel costs funded by this Grant shall not exceed 20% of the base salary rate indicated in Schedule A Form A (3-2) of the budget (Exhibit B).

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to the date of the Offer Letter.

All personnel costs approved under this Grant Agreement must be filled within ninety (90) days of Grant execution or within ninety (90) days of the vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than ninety (90) days, whether intermittent or consecutive, at any time during the Grant period may result in the loss of funds for the position.

Grantee must submit transcripts of training or continuing education for individual staff and counselors to the Grantor.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with CDBG funds, in accordance with the requirements specified in 2 CFR Part 200 (Exhibit D). The property inventory list must include, at a minimum, a short

description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

a. The Grantee shall submit a budget and Cost Allocation Plan showing its direct and indirect costs and the allocation of such costs to the Grantee's activities, including the administration of the activities and services provided under this Agreement. The plan must show all allowable and unallowable costs and how such costs are included in the direct and indirect costs in accordance with 2 CFR Part 200.

b. A current Cost Allocation Plan must be submitted no later than thirty (30) days following Grant execution.

c. The Cost Allocation Plan must include all sources of funding for the Grantee, including this, Grant and to which program/cost centers each source has been applied using the Grantee's chart of accounts (referencing individual budgetary line items).

The Grantee must provide:

i. the total amount of funding from each funding source,
ii. the total staff employed by the Grantee, regardless of funding source, staff allocation per grant/program and the estimated percentage of time spent per grant program.

d. As required by HUD, the Cost Allocation Plan is subject to approval by the Grantor. The Grantee shall cure any defects or omissions in the Cost Allocation Plan within 60 calendar days of the notice to cure.

e. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. The waiver request must detail the reasons for the waiver request and include a copy of the relevant audited financial statements.

f. Claims for reimbursement of documented Grant expenses shall comply with 2 CFR Part 200 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.

5. Indirect Cost Rates

a. Grantees may request reimbursement for indirect costs based on their Cost Allocation Plan. The Cost of Allocation Plan must be reviewed and approved by the Grantor. The Grantee is required to keep records of the expenses charged to the Indirect Cost Rate for monitoring and close-out.

Grantees with Indirect Cost Rates are required to use their indirect cost rate. Grantees with provisional rates must demonstrate the rate is not expired or that it is currently used by a Federal Agency in awarding Federal funds to the Grantee during the current Fiscal Year. Other Grantees may use the Federal *de minimis rate* of 15%. In either case (*De Minimis rate* or Federally Approved rate), Grantee shall maintain records (available during monitoring, or close-out or upon request) indicating which costs in the cost allocation plan and the dollar amount have been attributed to the Indirect Cost.)

Indirect cost rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with supporting documentation. DHCD will not make adjustments to indirect cost rates after June 1st.

The Grantor does not issue or award Indirect Cost Rates.

Grantees who wish to obtain a Federally authorized Indirect Cost Rate are encouraged to contact the "Cognizant Agency" which is the US Department of Health and Human Services.

b. For all personnel costs funded under this Agreement, Grantee must maintain documentation for use of indirect cost funding and provide the same when requested for verification of expenditures in keeping with the approved cost allocation plan, including, but not limited to cancelled checks, employee signed and supervisory approved employee time sheets, invoices and bank records.

c. Expenses charged to an indirect cost rate must be accompanied by and cross-referenced to and reconciled with an independent audited financial statement, which accounts for all (grant funded and non-grant funded) activities by the Grantee during the fiscal year in which the indirect cost rate is based.

6. Organizational Audit

Grantee must submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year.

Note to All Grantees: All Grantees must ensure their financial records are available for review or audit by appropriate officials of the Federal Government and the District Government.

7. Auditor's Management Letter.

Grantee shall submit an auditor's Management Letter to the Grantor at the time it submits the annual audit.

8. Procurement Policy. Accounting Policies and Procedures. and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution, the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of the Grant. These policies and procedures shall be in accordance with the requirements of 2 CFR Part 200. The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

If the Grantee has previously submitted these documents, and the documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a certified statement (the "Re-certification Letter") to the Grant Administrator indicating when the most current document was submitted to the District and certifying that no changes to these policies and procedures have since been made.

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D. Summary of Report Deliverables and Receipt Due Dates:

	Report	**Receipt Due Date**
1	Monthly Performance Report	No later than the 10th day of each month
2	Quarterly Beneficiary Data	No later than January 10th, April 10th, July 10th and October 10th – a separate report for each use: PS-NPS-NRSA
3	Language Access Report (Optional)	No later than January 10th, April 10th, July 10th and October 10th
4	Fringe Benefits Report	Within 15 days of Grant execution
5	New Hires/New Employees Information (Job Description & Resume) HUD certificate if certified counselor	10 Days prior to the Offer Letter of Employment being sent to the candidate
6	Notice of Vacant Position	Within 10 days following the vacancy
7	Non-expendable Equipment Report	Within 15 days of Grant execution and quarterly thereafter
8	Procurement Policies and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
9	Accounting Manual and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
10	Cost Allocation Plan (based on and tied to the most recent audit)	Within 30 days of Grant execution
12	Independent Financial Audit	Within 90 Days of the Close of the Grantee's Fiscal Year

	Report	Receipt Due Date
13	Single Audit Report (if applicable)	Within 30 Days of submission to the Federal Audit Clearinghouse
14	Auditor's Management Letter	Submitted with the submission of the Audit
15	Requests to revise Budgets and/or Workplans	Prior to the 1st day of June
16	Grantee's Close-Out Report (Section XV.) Inventory Report & Annual Report	Within 90 Days of the end of the Term of the Grant.
17	HUD 9902	Within 30 Days of Submission to HUD
18	HUD Monitoring Report	Within 30 Days of Receipt from HUD monitor or the HUD intermediary monitor.

Section X. Accounting/Audit Requirements

A. Accounting System

1. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in Exhibit B.

2. Accounting records should be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.

3. Any funds provided to the Grantee or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest-bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

Grantee shall submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year, contingent on the following:

1. Grantees receiving an aggregate of $1,000,000 or more from all funders in Federal funds must in accordance with Federal regulations obtain an independent audit (Single Audit Act of 1984 , Single Audit Amendments Act of 1996, and 2 CFR Part 200). A standard audit may be supplied pending the completion and submission of the Single Audit.

2. Grantees:
   (a) Required to be audited by any State or political subdivision(s) thereof (whether by statute or regulation) or
   (b) Who conduct an audit to submit to any government or private funder, or foundation or corporate funder or
   (c) Whose governing body or senior management obtains an audit,

   shall be required to submit that audit to the Grantor upon receipt of the same.

If the Grantee is not audited in accordance with (1) and (2) above, the following shall apply:

3. A Grantee whose corporate entity receives or expends less than $999,999 as reported to the Internal Revenue Service in the 990 Tax Return without amendments, deletions or summarized details must file with the Grantor a financial report prepared by an independent Certified Public Accountant and certified by the same that contains:
   - income statement or Statement of Activities,
   - balance sheet or Statement of Financial Position,
   - statement of Functional Expenses by program or cost centers such statement to break out separately the Grantor's funding by Grantor's program(s) separately from all programs or cost centers used.
   - statement of cash flows, and
   - independent review and certification of the financial statements including a review of the management's financial internal controls.

   In addition, the nonprofit organization must file a biennial audit that covers both years within a biennial period. See 2 CFR Part 200, Subpart F.

4. The Grantee shall fully clear any deficiencies noted in the audit reports within sixty (60) days after receipt by the Grantee.

5. . Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default of this Grant and may result in the withholding of future payments and/or debarment from participation in future Grants.

Section XI. Grant Administration

The Grant Administrator is:

William Winston
Associate Director for Community Services
DC Department of Housing and Community Development
1909 Martin Luther King Avenue SE, Room 304
Washington, D.C. 20020.

The telephone number is (771) 208-9628. All concerns regarding the technical implementation and interpretation of this Grant are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line-item changes and terms) where there is no dollar increase.

Section XII. Repayment of Grant Funds/Grant Performance Monitoring Default and Remedies

A. HUD Monitoring

The Grantee is subject to monitoring by HUD and agrees to provide all required information, data, records, files including client files, case notes, correspondence and emails, reports, beneficiary data, performance data, financial records, supporting documentation, to satisfy HUD monitoring. Notwithstanding the date of a finding by HUD, should HUD make a finding, the Grantee shall be responsible to cure the defect, and should HUD require repayment of Grant funds for any reason to the Federal Government, the Grantee shall be responsible for repayment in the amount specified by HUD. Repayment shall be made to the District of Columbia and by the District to the Federal authority in satisfaction of the HUD requirement. HUD monitoring is not confined to the performance period but extends through the record retention period provided in Section XV.

B. Grant Performance Evaluation

1. DHCD will monitor the performance of the Grantee to ensure that the goals and performance standards stated in the Statement of Work and Work Plan and RFA are being achieved according to schedule and within budget.

2. All records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. Grantee shall make timely submission of all information and/or records requested by DHCD or HUD to assess performance under the Agreement.

C. Suspension or Termination of Grant Assistance

1. In accordance 2 CFR 200.340 and 200.341 and 200.343, suspension or termination of CDBG Grant assistance may occur according to the Default provision in subsection D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner.

2. If Grantee fails to correct the substandard performance within thirty (30) days after receiving written notice from DHCD, suspension or termination of this Agreement will be initiated.

3. In accordance with 2 CFR 200.340(a), suspension or termination of Grant assistance may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

Subject to any applicable notice requirement and right to cure, the occurrence of any of the following shall constitute an event of default:

1. Failure to comply with any of the CDBG Program rules, regulations or provisions referred to in this Agreement, or such other Federal or District statutes, regulations, executive orders, District of Columbia mayoral orders, HUD rulings, policies or directives applicable to this Grant:

2. Failure to comply with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement.
3. Substandard performance by the Grantee or any of its agents under this Agreement, as determined in the sole and reasonable discretion of DHCD; or
4. Improper use of funds provided under this Agreement.

A determination of default shall be made in the sole and reasonable discretion of DHCD.

E. Remedies for Default

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of a written notice to the Grantee, Grantor may take one or more of the following actions, as determined in its sole discretion:

1. Terminate and suspend further disbursement of any remaining Grant assistance.
2. Disallow all or part of the cost of the activity or action that is not in compliance with this Agreement.
3. Wholly or partially suspend or terminate the current Grant award; or
4. Take other legal remedies that may be available.

F. Termination for Convenience

The Grant may be suspended or terminated on the basis of convenience as provided in 2 CFR 200.340(a).

G. Reversion to DHCD of Grant Assistance

1. Upon default by the Grantee under the terms of subsection D above, which has not been cured, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request the following:

i. Any Grant funds in its possession (whether or not committed),
ii. Any accounts receivable attributable to the use of Grant funds; and
iii. The portion of any income directly generated by (or the prorated proportion of) Grant funds for the activities described in this Agreement.

2. Upon final completion of the projects and activities for which CDBG funds have been provided by DHCD, expiration of the term of this Agreement, cancellation, or determination of this Agreement, the Grantee shall transfer any unspent, excess or surplus CDBG Grant funds, to include accounts receivable attributable to the use of the CDBG funds.

H. Grantor Non-Waiver

DHCD's delay or failure to act with respect to a breach by the Grantee does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section XIII. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, and 2 CFR Part 200, as deemed applicable by the Grantor. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Fund Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Organizational Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter arising from this Grant Agreement.

D. Cancellation Ceiling

In the event of cancellation of the Grant because of non-appropriation of funds for a specific fiscal year, there shall be a cancellation ceiling of zero dollars.

E. Anti-Deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, Grantor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code§ 47.105. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-Deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section XI. of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements.
2. Performing technical evaluations as required.
3. Interpreting the Statement of Work and other language in the Grant.
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with the District and other laws and regulations applicable to the Grant.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

Babatunde Oloyede
President and CEO
Marshall Heights Community
Development Organization
3939 Benning Rd, NE
Washington DC 20019
202-650-5658
boloyede@mhcdo.org
www.mhcdo.org

H. Misuse of Grant Funds

Any alleged fraud, waste, abuse or mismanagement of Grant funds shall be immediately reported to the Grantor and the District of Columbia Office of the Inspector General ("OIG"). The OIG may be reached at (202) 724-TIPS (8477) and (800) 521-1639 or at oig.dc.gov

I. Nonassignability

Grantee will not sell, assign, pledge or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

Section XIV. Insurance

A. The Grantee shall obtain at least the minimum insurance coverage set forth in this Section XIV. and Exhibit H prior to the Effective Date and keep such insurance in force, as may be applicable, throughout the Grant period of performance.

B. Fidelity Bond: The Grantee must procure Fidelity Bond coverage in an amount equivalent to the total Grant budget. Pursuant to 2 CFR Part 200, Fidelity Bond coverage is required to protect the District's interest in the dollar amount of the Grant. Should Grantee be unable to procure a Fidelity Bond, Grantee shall submit proof that it has obtained general liability insurance that covers internal employee criminal activity or directors' and officers' liability insurance.

Section XV. Records Retention/Access

A. Records Retention

The Grantee shall retain all records demonstrating compliance with CDBG requirements and that are pertinent to this Grant for no less than five (5) years from Close-out of this Grant Agreement, including any extension thereof made in accordance with Section XVI. [Option to Extend] and including but not limited to Close-Out in IDIS of any HUD requirements. See Exhibit 5.1 in this link: https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-5.pdf

B. Extension of Retention Period

Notwithstanding the foregoing retention requirement in paragraph A above, if any litigation, claim, HUD monitoring or audit is initiated before the expiration of the retention period, records shall be retained for a period of not less than four (4) additional years following completion of the actions and resolution of all proceedings (e.g. litigation, claim, HUD monitoring or audit) involving the records.

C. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility, progress and achievement toward program goals and secure such records in a manner subject to applicable privacy laws. Such data may include, but is not limited to, client name, address, income level, case notes, correspondence and a description of service(s) provided. The Grantee shall use software which is HUD compliant to maintain client records. The Grantee shall transmit client records and files in a manner that is compliant with HUD's Personally Identifiable Information (PII) requirements.

D. Access to Records

All Grantee books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Grant funds shall be made available to the Department, HUD, its designee, representatives of the Inspector General of the District of Columbia or the Office of the DC Auditor at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.

E. National Objectives

The Grantee agrees to maintain documentation that demonstrates that the activities carried out with CDBG funds provided under this Grant meet the CDBG national objective of benefiting low- and moderate-income persons, as defined in 24 CFR part 570.208.

F. Copyright

If this Agreement results in any copyrightable material or inventions, DHCD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Section XVI. Federal and District Public Policy Requirements

Grantee shall fully comply with the following Federal and District policy requirements, as deemed applicable by Grantor:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federal-assisted and federal conducted programs and activities .

C. The requirements of Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

D. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.-) and implementing regulations at 24 CFR I part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

E. The requirements of Executive Order 11246, as amended by Executive Orders 11375. 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

F. The Conflict of Interest provisions of Federal and District laws strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of Federal funds to comply with 2 CFR 200.317 to 200.327 and

any sections of Title of 24 the Code of Federal Regulations concerning CDBG funding which are more restrictive than the Uniform Guidance Code for use of CDBG funds. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within (fifteen) 15 business days of execution of the Grant Agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict-of-Interest declarations to be executed by each employee and board member.

G. The Hatch Act. Chapter 15 of Title V. United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

H. The National Environmental Policy Act or other legislation implemented by 24 CFR part 58.

I. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement as Exhibit F.

J. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991H FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.

2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any grant,

or the entering into any extension. continuation. renewal, amendment of modification of any grant.

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and

c. He or she will include the language of the certification in all sub- grant awards at any tier and require that all recipients of sub-grant awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this Grant imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure, as the applicable grant shall so provide.

K. The Americans with Disabilities Act of 1990 (ADA) - Notwithstanding anything contained herein to the contrary, during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

L. The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are applicable pertaining to economic opportunities for low and very low-income persons. 24 CFR part 135.

M. First Source Program - Contractors and subcontractors of a government-assisted Project totaling $300,000 or more must comply with the District's goals for the recruitment, referral and placement of District residents. See D.C. Law 5-93, as amended, D.C. Official Code§ 2-219.01 et seq.

Section XVII. Close-Out Provisions

Activities and tasks during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor, and determining the custodianship of records (which shall remain the responsibility of the Grantee unless a determination is made otherwise). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over District appropriated funds and the record retention period, whichever is longest. Grantee shall submit the following items within the time frames indicated in this Section after completion of Grant activities or expiration or termination of this Agreement.

1. All activities are eligible, were completed and met a national objective.
2. All grant funds were expended in full, or all remaining funds are to be returned to Grantor.
3. All reporting requirements were completed and submitted (except for the final report that is submitted during the closeout process).
4. Any special conditions were met; and
5. All deficiencies or corrective actions affecting the Grant were resolved.

A. Grant Close-Out Report

The Grantee shall submit to the Grantor a Grantee's Close-Out Report ("Report") within ninety (90) days after expiration of the Grant term, termination of the Grant, or final payment for activities under this Agreement, whichever occurs later. This Report, at a minimum, shall include a narrative of the Grantee's completed tasks based on the activities, performance measures and goals set forth in the Statement of Work. The Report shall be completed using a form provided by the Grantor. The Grantee shall provide any information or data Grantor requests for Close-Out. In the Grantor's sole discretion, the reporting provided during the term of this Agreement may be accepted in lieu of the Grantee's Close-Out Report if those reports contain all information required in this section.

B. Documentation of Expenses

Within ninety (90) days after the expiration of the Grant, the Grantee shall provide to Grantor documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses.

C. Equipment Inventory

The Grantee shall submit to Grantor a list of all furniture, fixtures, equipment and vehicles purchased with Grant funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with 2 CFR Part 200.

D. Audit

The Grantee shall submit an audit or financial statement, as applicable, and as provided in Sections IX and X. of this Agreement.

E. Transfer of Records

Grantee shall, within ninety (90) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

F. Grantee's Obligations

The Grantee's obligations to DHCD remain in effect through the period of record retention as stated in Section XV.

Section XVIII. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion, and if legally permitted, extend the term of the Grant no more than two (2) times for one-year terms, or any fraction of one year, or multiple successive fractions thereof.

B. Grantor will endeavor to provide Grantee a preliminary written notice of its intent to extend at least thirty (30) days before the end of the Grant Term. The preliminary notice does not commit the District to an extension or authorize additional Grant funds to Grantee.

C. Any extension of this Grant is contingent upon the appropriation of funds for the applicable time period. However, the availability of funds shall not obligate the District to extend the Grant.

Section XIX. Total Agreement

The Grant Agreement, including specifically incorporated documents (to include the approved Statement of Work, the Work Plan, the approved Budget and the Grant attachments) constitute

the total and entire agreement between the Parties. Grantee understands and agrees to comply with the incorporated references contained in this Agreement and all applicable District and Federal laws and regulations.

Section XX. Applicable Law.

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia, unless otherwise controlled by federal law. In any proceeding relating to this Grant Agreement, each of Grantor and Grantee, hereby irrevocably submits to the jurisdiction of the Courts of the District of Columbia for the purposes of any suit, action or proceeding arising out of or relating to this Grant or transactions contemplated hereby.

Section XXI. Severability.

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XXII. Amendment.

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Grant activities, or the amounts specified in the Budget without the prior written approval of Grantor. The Grantee may request in writing approval of any proposed change to the Statement of Work or Workplan or the amounts specified in the eligible cost categories of the Budget and shall provide adequate supporting information and a revised budget along with its request. All such requests must be signed and dated.

Section XXIII. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or fully, by the Department.

1. The written or printed materials must include the authorized DHCD logo.

2. Written or printed materials include, but are not limited to, newspaper, radio and television announcements or advertisements, websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.
4. Grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to Grantee.
5. Grantee must provide copies of all marketing materials, brochures, flyers and other materials that publicize grant-funded activities to Grantor via email at dhcd.occo@dc.gov

Grantee shall publicize, as appropriate, to its constituency through social media, print, and online postings, DHCD communications and events that are related to Grant supported activities.

Section XXIV. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code§ 2-531 *et seq*. provides for the disclosure of public information. Specifically, the law provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Official Code § 2-170 l (13) .

This serves as your Notification that information /documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code§ 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXV. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, homeless status, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Sexual harassment is a form of sexual discrimination which is prohibited by the Act and Mayor's Order 2023-131 (Updated District Government Sexual Harassment Policy, Guidance, and Procedures), which is attached hereto as Exhibit I.

The prohibition against workplace sexual harassment extends to third parties doing business with or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies. By executing this Agreement, Grantee affirms that it will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1 I 00 et seq. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated.

Section XXVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addresses:

NOTICE TO GRANTEE:

Marshall Heights Community Development Organization
3939 Benning Rd, NE
Washington DC 20019
Attn: Executive Director/CEO

NOTICE TO GRANTOR:

D.C. Department of Housing and Community Development
Community Services
1909 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
Attn: Director

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTOR SIGNATOR PAGE]

DISTRICT OF COLUMBIA, a municipal Corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Colleen Green
Director

Legal Review:

Julia Wiley
Office of the General Counsel
Department of Housing and Community Development

3/17/25
Date

[Signatures continue on the next page]

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTEE SIGNATURE PAGE]

MARSHALL HEIGHTS COMMUNITY DEVELOPMENT ORGANIZATION INC.
a District of Columbia non-profit corporation

Babatunde Oloyede
President & CEO

March 17, 2025
Date

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit A Services to be Provided

- Statement of Work
- Section 3.2 Services (from the FY25 RFA)
- Workplan as approved by the Grantor

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit B Budget

- Schedules A (3-1) and A (3-2) for the First Performance Period

Exhibit C Required Reporting

- Monthly Performance Report
- Monthly Report of Group Trainings
- Monthly Report on Outreach and Marketing Activities
- Monthly Reporting of Special Activities
- Monthly Reporting of changes in personnel relative to grant work and payroll
- Quarterly Beneficiary Data
- Quarterly Language Access Report
- Quarterly Data Report

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit D Method to determine Client Eligibility for Services

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit E Budget Modification Form

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit F Drug Free Workplace Certification

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit G Service Area Eligibility

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit H Insurance Requirements

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit I **Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures**

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education, and training services to support DHCD's housing programs and initiatives and promote compliance with District housing regulations. All the services are intended to empower potential homeowners, actual homeowners, and tenants to preserve affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership, (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner-occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached work plan and performance measures. Marketing and outreach for the services provided is an activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals, and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of this service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling, (b) the Grantee's additional knowledge of the individual, and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow-up and conduct a final assessment of the impact of the services provided. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for HPAP/EAHP/NEAHP
A4: Inclusionary Zoning Orientation
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM
Budget Form A (3-1): Total Grant Budget

Rev. 12/09/2024

ORGANIZATION NAME:	Marshall Heights Community Development Organization, Inc
PERIOD OF PERFORMANCE:	2/1/2025-9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (If applicable):	
WARD (If applicable):	Ward 7
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$119,267.10	$64,956.48	$184,223.58
Credit Report	$0.00	$0.00	$0.00
Space	$0.00	$40,000.00	$40,000.00
Insurance	$0.00	$15,000.00	$15,000.00
Telephone	$0.00	$3,500.00	$3,500.00
Consumables	$2,000.00	$500.00	$2,500.00
Marketing & Outreach	$551.08	$2,000.00	$2,551.08
Training	$0.00	$2,500.00	$2,500.00
IT Services & Support	$0.00	$13,785.00	$13,785.00
Audit CAP	$0.00	$4,500.00	$4,500.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$121,818.18	$146,741.48	$268,559.66
Total Indirect Costs (De Minimis Cost Rate 15%)	$12,181.82		$0.00
Total Costs	$134,000.00	$146,741.48	$268,559.66

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 12/09/2024

ORGANIZATION NAME:	Marshall Heights Community Development Organization, Inc.
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 to 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Number of Hours	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
Personnel Subtotals						$106,488.48

Fringe Benefits (Max 20%)	$12,778.62
Total NBAP Grant Personnel Costs	$119,267.10

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director	CG	10/10/25
2. Chris Earley, Deputy Director	CEE	10/9/25
3. Julia Wiley, General Counsel	JW	10/7/25
4. Bill Winston, Associate Director of Community Services	WW	9/26/25
5. Clyde D. Edwards, Program Analyst	CDE	9/26/25
6.		

SUBJECT. MHCDO Grant Agreement → Housing Services

Director's Comments:

Action

APPROVAL	CIRCULATE	CORRECTION	FILE	FYI	INVITATION	MEETING	SIGNATURE
☒	☐	☐	☐	☐	☐	☐	☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Marshall Heights Community Development Organization (MHCDO)

$200,000.00 Grant #2025-09

Originating Office

FROM: C. Edwards	TELEPHONE NUMBER:
DATE: 9/26/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE: OFFICE OF THE DIRECTOR OCT 10 '25 AM9:01

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

To: Colleen Green
Director

OCT 10 2025

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Clyde D. Edwards
Program Analyst

Date: September 26, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division request execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**Marshall Heights Community Development Organization (MHCDO)**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$200,000.00**
ATTACHMENTS:	**FY25 Executed Grant Agreement #2025-09** **FY26 Modification Agreement #2025-09** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-09
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

MODIFICATION OF GRANT AGREEMENT
BY AND BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
AND
MARSHALL HEIGHTS COMMUNITY DEVELOPMENT ORGANIZATION INC.

This Modification of Grant Agreement (the **"Modification"**) is entered into as of the 10th day of October 2025, (**"Effective Date"**), by and between the **District of Columbia**, a municipal corporation (hereinafter sometimes referred to as the **"District"**), acting by and through the District of Columbia Department of Housing and Community Development (hereinafter referred to as the **"Grantor"** or **"DHCD"**), and **Marshall Heights Community Development Organization Inc.** [Entity Identifier MPNCL577TNL5], a non-profit corporation organized and existing under the laws of the District of Columbia, (hereinafter sometimes referred to as the **"Grantee"**) with its principal place of business at 3939 Benning Rd NE, Washington, DC 20019. The Grantor and Grantee shall be together referred to as the "Parties."

RECITALS:

1. DHCD, with offices at 1909 Martin Luther King, Jr. Avenue, SE, Washington, DC, 20020, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program pursuant to the District of Columbia Community Development Act of 1975 (D.C. Official Code § 6-1001 *et seq.*) and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Parties entered into a Grant Agreement (DHCD Contract No. 2025-09) **("Grant Agreement or "Agreement")** effective on February 1, 2025, that memorialized a funding award to Grantee derived from the District's Community Development Block Grant Program ("CDBG") Grant allocation for the purpose of providing a range of HUD housing counseling services that benefit low and moderate-income persons in the District of Columbia for the period from February 1, 2025 through December 31, 2025. (**"Grant Term"**). The Grant Agreement is attached hereto as ***Exhibit A*** and incorporated herein.

3. Section III.C. of the Grant Agreement included an erroneous statement regarding immigration status of Grant services beneficiaries.

4. Pursuant to Section XXII. of the Agreement, the Parties desire to amend the Agreement to correct that erroneous statement and for other purposes.

NOW, THEREFORE, in consideration of the mutual agreements of the Parties set forth herein, the Parties hereby agree as follows:

1. The above recitals are hereby incorporated and made a part of this Amendment.

2. Capitalized terms used in this Amendment that are not defined herein shall have the meanings given to such terms in the Grant Agreement.

3. **Section III. Grant Award Subsection C. Paragraph 1**
The second sentence, to include footnote 5 for a Housing Counseling Services Grant or footnote 7 for a Small Business Services Grant is deleted. **This change is retroactive to the Grant Effective Date.**

4. **Section IV. Grant Term and Periods of Performance**
The Grant term and Periods of Performance are revised. The text in the first paragraph of Section IV. is deleted and replaced with the following text:

*The term of this Agreement shall commence on the Effective Date and continue through September 30, 2026 ("**Grant Term**" or "**Term**"). There are two Performance Periods during this Term. The first Performance Period begins on the Effective Date and ends on September 30, 2025. The second Performance Period begins on October 1, 2025, and ends on September 30, 2026.*

5. **Section III. Grant Award** is amended to add a new subsection B. to read as follows:

*B. The Grant Award is amended to authorize a budget for Grant services to be provided during the Performance Period that begins October 1, 2025, and ends on September 30, 2026. ("**FY 2026 or FY 26**"). Total Grant authority in FY 26 shall not exceed **Two Hundred Thousand Dollars and No Cents [$200,000.]**.*

The FY 2026 Grant funding is allocated as follows:

Sources and Uses of Funds:

NRSAs Ward 7 and Ward 8 [CDBG EN]	*$200,000.*
TOTAL CDBG [EN]	*$200,000.*
TOTAL AWARD [All Sources]	*$200,000.*

Notwithstanding the designated source of funds, the Grantor reserves the right to provide funding from another source(s). In all cases, applicable Federal and District laws and regulations shall apply regardless of the source.

The FY 26 funds will be used to fund a range of services which HUD has defined as (insert one of the following)

- ***Housing Counseling Services: Public Services and Non-Public Services provided by a HUD Approved Counseling Agency ("HCA").***

The specific Grant activities are described in ***Exhibit B*** *attached hereto, which includes:*
(a) the Statement of Work,
(b) The Grantor approved Workplan

(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as ***Exhibit C****. and incorporated herein. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.*

6. The Parties agree that this Modification does not otherwise affect or impair their obligations under the Grant Agreement, and all terms, conditions and obligations of the Grant Agreement, not amended herein, shall continue in full force and effect as prescribed in the Grant Agreement.

7. This Modification shall be binding upon and inure to the benefit of the Parties to this Agreement and to their successors and assigns and continue so long as the Grant Agreement is effective.

8. Grantor and Grantee agree that if any of the terms and conditions contained herein shall contradict any of the terms and conditions in the Grant Agreement, the terms and conditions contained herein shall prevail.

IN WITNESS WHEREOF, the Parties have executed this Modification by and through their duly constituted and authorized officers and agents on the day and year first hereinabove written.

[Signature pages follow]

GRANTOR SIGNATURE PAGE

DISTRICT OF COLUMBIA, a municipal corporation acting by and through the Department of Housing and Community Development

By: _____
Colleen Green
Director

10/10/25
Date

Legal Review:

By: Julia H Wiley
Office of the General Counsel
Department of Housing
and Community Development

Date: 10/7/25

DHCD Contract No. 2025-09
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

GRANTEE SIGNATURE PAGE

MARSHALL HEIGHTS COMMUNITY DEVELOPMENT ORGANIZATION INC.
a District of Columbia nonprofit corporation

By: _____
Babatunde Oloyede
President & CEO

10/28/2025
Date

DHCD Contract No. 2025-09
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT A

FY 2025 Grant Agreement

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director		3/17/25
2. Chris Earley, Deputy Director		3/17/25
3. Julia Wiley, General Counsel		3/17/25
4. Bill Winston, Associate Director of Community Services		3/14/25
5. Clyde Edwards, Program Analyst	CDE	3/13/25
6.		

SUBJECT:

Director's Comments:

Action

APPROVAL	CIRCULATE	CORRECTION	FILE	FYI	INVITATION	MEETING	SIGNATURE
☒	☐	☐	☐	☐	☐	☐	☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- Marshall Heights Community Development Organization- NBAP FY25 HOUSING SERVICES $134,000.00 Grant # 2025-09

Originating Office

FROM: C. Edwards	TELEPHONE NUMBER:
DATE:3/13/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE:

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Clyde D. Edwards
Economic Development Program Specialist

Date: 3/14/25

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	Marshall Heights Community Development Organization
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$ 134,000**
ATTACHMENTS:	**FY25 Grant Agreement #2025-09** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

DISTRICT OF COLUMBIA.

COMMUNITY SERVICES
HOUSING COUNSELING SERVICES

GRANT AGREEMENT

BY AND BETWEEN
THE DISTRICT OF COLUMBIA
AND

MARSHALL HEIGHTS COMMUNITY DEVELOPMENT ORGANIZATION INC.

This Grant Agreement ("Grant" or "Agreement"), is made effective as of March 17, 2025, ("Effective Date"), by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the D.C. Department of Housing and Community Development (hereinafter referred to as "Department," "DHCD" or "Grantor") and Marshall Heights Community Dev. Organization, a District of Columbia non-profit corporation Grantee [DUNS No. Unique Entity Identifier (UEI) MPNCL577TNL5] (hereinafter referred to as "Grantee") with its principal place of business at 3939 Benning Rd NE Washington DC 20019. Grantor and Grantee shall be collectively referred to herein as the "Parties."

RECITALS

1. The Department with offices at 1909 Martin Luther King Jr Avenue SE, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975, D.C. Official Code§ 6-1001 *et seq.*, and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Department is authorized to fund community based non-profit organizations that provide housing counseling services for low- and moderate-income persons.

3. On June 7, 2024, the Department published a Notice of Funding Availability ("NOFA") in the D.C. Register, which announced the forthcoming issuance of the Fiscal Year ("FY") 2025 Request for Applications ("RFA") for the Neighborhood-Based Activities Housing Counseling Services Program ("HCSP"). The RFA was issued on June 21, 2024, that solicited applicants to provide services to District of Columbia ("District") residents as a part of the Department's HCSP. HCSP includes Public Services ("PS"), and Non-Public Services ("NPS") as defined in Section I herein. U.S. Department of Housing and Urban Development ("HUD") approved counseling agencies employing one or more certified HUD counselors are eligible to provide both PS and NPS services, while organizations which do not have HUD approval status may provide PS services only. The RFA included an opportunity for applicants to provide one or more of seventeen (17) services listed in the RFA. These services include HUD-approved counseling in keeping with 24 CFR 5.100 and related Federal regulations (in 2 CFR Part 200, and 24 CFR Part 214) as well as services related to local DC programs which are administered by the Department. The RFA and the requirements set forth therein are also incorporated by reference herein.

4. The Grantee's RFA application demonstrates that its organization possesses project management, and organizational and administrative capacity to successfully perform as a nonprofit grant subrecipient under the Department's HCSP, and accordingly DHCD has determined to award a grant to the Grantee in FY 2025 ("25" or "2025").

5. The Grantor proposes to fund HCSP grant activities in FY 2025 from its allocation of Community Development Block Grant ("CDBG") funds authorized by Title I of the U.S. Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), 24 CFR Part 570.

6. As a condition precedent to disbursement of the Grant proceeds to Grantee for the sole and exclusive purposes described in Exhibit A (which includes the "Statement of Work" and the approved "Workplan", both attached hereto and made a part hereof), the Department requires that Grantee enter into this Agreement setting forth the terms and conditions of the Grant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are hereby incorporated by reference and made a part hereof.

Section I. Definitions.

A. As used herein, the following terms shall have the meanings indicated:

a) **Fiscal Year**: All references to Fiscal Year(s) ("FY") herein refer to the District Government fiscal year which is October 1st to September 30th
b) **Neighborhood Revitalization Strategy Area** ("NRSA") refers to the HUD approved areas of Wards 7 and 8 which have been designated as strategic areas for revitalization. Services to Ward 7 and Ward 8 regardless of whether Public Service or Non-Public Service, attributed to the NRSA.
c) **Non-Public Services** refers to 24 CFR 5.100 counseling services provided to clients in connection with the purchase of a specific home. All other 24 CFR 5.100 counseling is Public Service.
d) **Public Services** refers to all other services and may include group training and/or one on one counseling.
e) **Performance Periods**: The Performance Period is defined as the start date and end date for which Grant funds are awarded to execute an approved Workplan and Statement of Work in keeping with the RFA for FY 2025. (See Section IV below.)

Section II. Exhibits.

The Exhibits listed below and the terms and conditions of the same are incorporated herein and made a part of this Agreement.

A. Services to be Provided
- Statement of Work
- Section 3 from the FY 25 RFA: Services
- Workplan as approved by the Grantor

B. Budget
- Schedules A (3-1) and A (3-2) for the First Performance Period

C. Required Reporting Forms
- Monthly Performance Report on group trainings/orientations/workshops and one on one counseling (in connection with the Statement of Work and Workplan), as well as reports on DHCD certificates issued, outreach and marketing activities, and upcoming group trainings.

- Quarterly Beneficiary Data and Demographics for each of the following (a) PS, (b) NPS, and (c) NRSA activities.
- Quarterly Language Access Report (Optional)
- Quarterly Banking Report (as applicable)
- Quarterly Procurement Report (as applicable)
- Quarterly Submission of Minutes of Board of Directors Meetings

D Method to determine Client Eligibility for Services
E Budget Modification Form
F Drug Free Workplace Certification
G Service Area Eligibility
H Insurance Requirements
I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Section III. Grant Award

A. The Department shall make a Grant of the District's CDBG Entitlement Grant Federal Award No: B-24-MC-11-0001 ("CDBG Federal Award") to Grantee in an amount not to exceed One Hundred Thirty-Four Thousand Dollars and No Cents ($134,000.) (the "Grant") and is allocated as follows:

Sources and Uses of Funds:

NRSAs Ward 7 and Ward 8 [CDBG EN]	$ 134,000
TOTAL CDBG [EN]	$ 134,000.

Notwithstanding the source of funds designated above, the Grantor reserves the right to provide funding from another source(s). In all instances, applicable Federal and District laws and regulations shall apply regardless of the funding source. The Grant award shall be used to fund a range of services which HUD has defined as Housing Counseling Services: Public Services and Non-Public Services by a HUD Approved Counseling Agency ("HCA").

The specific Grant activities are described in Exhibit A (attached hereto) which includes
(a) the Statement of Work,
(b) Lines of Services - Section 3.2 of the Request for Applications (RFA), and

(c) The approved Workplan
(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

C. The Grant services will benefit low-and-moderate income persons living in the District of Columbia. In keeping with recent Presidential Executive Orders, Grantees should only use grant funds for US citizens and should maintain such documentation to prove citizenship.[33]

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as Exhibit B. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.

D. The Catalog of Federal Domestic Assistance ("CFDA") number is 14.218.

E. The Uniform Administrative Requirements for Federal Grants are applicable to this grant award and are available online at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1. Also, the Grantee must comply with the Community Development Block Grants regulations 24 CFR part 570 that govern this award and other related HUD regulations, which are incorporated herein by reference.

Section IV. Grant Term and Periods of Performance

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2025. During this term, there are two Performance Periods. The First Performance Period is the Effective Date to September 30, 2025. The Second Performance Period is October 1, 2025, to December 31, 2025.

Funding for each Performance Period is in the sole discretion of the Grantor and requires meeting all due diligence requirements prior to award.

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[33] Examples of such document may include copies of unexpired state issued Real ID identification or driver's license, unexpired US passport or US passport card, active duty Military ID, current Green Card or Naturalization documents with state issued photographic identification.

The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of Grant funds or other Grant assets.

Section V. Statement of Work/CDBG Eligible Activities/Eligible Costs/Business Operations

A. CDBG Eligible Activities

1. Grantee shall use the CDBG Grant proceeds solely to fund Grantor-approved service activities that are intended to provide services and empower low- and moderate- income persons in the District of Columbia to make informed housing choices and achieve their housing goals, whether it's finding affordable rental housing, purchasing a home or obtaining financial assistance for critical home repairs.

The best way to provide this critical information to a client in order to assist them in their decision-making process is to adhere to 24 CFR 5.100[34] [in which a HUD certified counselor conducts (1) intake (2) financial and housing affordability analysis with affordability calculation (3) an action plan and (4) follow-up counseling to implement the action plan and achieve its stated goals].

The Grant services to be provided are described in Exhibit A. This description includes the major tasks, activities and project deliverables to be provided under this Grant. The Grantor reserves the right to alter or change the District of Columbia program requirements including eligibility, services provided, service methodology, service delivery and program goals during the performance period.

The proposed Grant activities are CDBG eligible activities pursuant to 24 CFR 570.201(e).

2. Grantee shall sponsor outreach events that inform the community about the Grant activities and participate in other community events as requested by Grantor.

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[34] 24 CRF 5.100: "Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling."

3. The Grantee must retain records which demonstrate that each activity funded under this Grant is CDBG eligible and document the amount of CDBG funds expended for each activity. This includes the activity itself, the outcomes, and the records concerning beneficiaries in keeping with subsection (B)(2) below receiving services. Any authorizations needed together with beneficiary statistical information should be obtained by the Grantee during intake or registration. HUD does not grant exceptions or authorize the District to make exceptions to this requirement.

B. CDBG National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention of slums or blight; 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. The Grantee certifies that the CDBG-assisted activities to be carried out under this Agreement will meet the National Objective of primarily benefiting low- and moderate-income persons (limited clientele activities) in accordance with Federal and District Requirements. The minimum threshold requires that at least 51% of the households served with CDBG funding must be low- and moderate-income households; provided however, that a Grantee whose application claimed additional scoring points for agreeing to provide Grant services to more than 51% low- and moderate-income beneficiaries, must adhere to the percentage they elected in their application.[35]

In accordance with the Grantee's election in their Application for a grant award and for receiving additional points in scoring, the Grantee has agreed to exceed the minimum requirement and to serve at least 90% low- and moderate-income beneficiaries.

Note: This percentage cannot be decreased as it was used for scoring in a competitive round of funding.

4. The Grantee shall disclose to any client that services are provided free of charge by a Grant funded by DHCD using Federal funds and therefore the Grantee has certain reporting

[35] In responding to the RFA published June 21, 2024, applicants were given the opportunity to receive additional points in scoring for committing to exceed the CDBG minimum threshold to either a 75% minimum or a 90% minimum.

requirements in order to provide the Grant services free of charge. The Grantee shall use appropriate forms to obtain a client authorization, as required, to comply with the terms of this Agreement and to meet HUD reporting requirements,

C. Staffing

Where HUD requires services are to be provided by a Certified HUD Housing Counselor, the Grantee shall comply with that requirement and not permit services reserved to HUD certified counselors to be provided by others.

To the extent applicable, Grantee agrees to secure the services of qualified personnel that are licensed and bonded in the District of Columbia to perform the CDBG Federal Award activities and services listed in Exhibit A.

Any changes in personnel or their general Grant responsibilities as set forth in Exhibit A are subject to the prior written approval of DHCD. In this regard, it is essential that the Grantee immediately report terminations and proposed new hires to the Grantor.

D. Business Operations

1. Grantee shall observe business hours of operation onsite in their service location(s) that align with District Government hours of operation specifically Monday through Friday 9:00 am to 4:30 pm (DC holidays excepted)[36] and shall ensure that sufficient staff are on site at Grantee's place of business to carry out Grant services.

2. During the hours of operations, Grantee shall have live answered telephones for incoming calls. If the Grantee's phone system utilizes an auto-attendant function or voicemail, announced option to the caller must include an option to press a certain key (such as "0" for an Operator) to be connected to a staff person in real time who can answer and field questions, redirect a caller to a staff person who can address a caller's inquiries, or provide registration information. DHCD and other DC agencies such as the Office of the Attorney General may check Grantee's compliance with this requirement from time-to-time.

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[36] DC Holidays include New Year's Day, Dr. Martin Luther King, Jr. Holiday, Washington's Birthday, DC Emancipation Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Day.

E. Grantee may offer clients virtual appointments as well as virtual group informational or educational activities, but Grantee shall also provide clients an option for in-person services (including both in-person one on one appointments as well as some in-person group informational or educational activities.) The Grantee shall not refuse in-person services to DC residents.

F. Housing Resource Center (HRC) and Late Night Hours: As required by the RFA, "Applicants selected for the award shall participate (in a regular rotation) in staffing onsite at the Department's Housing Resource Center (HRC). The HRC provides services to DC residents by appointment and walk-ins." The HRC is located in the Grantor's offices at 1909 Martin Luther King Jr Av SE. The HRC coordinator, in conjunction with the Associate Director for Community Services, will develop a schedule in consultation with Grant subrecipients for staffing the HRC on a rotating basis on weekdays.

RFA applicants were awarded additional points in their score by committing to "Extended Office Hours." The options included providing office hours until 7:00 pm at least one (1) day a week in their office location and/or until 7:00 pm at least two (2) days a month in the HRC.

In accordance with the Grantee's selection in their Application for grant award and funding, the Grantee has committed to serve Extended Office Hours Extended Office Hours until 7:00 pm one (1) day a week in their office and one (1) day in the HRC.

Section VI. Disbursement/Required Support Documentation

A. Reasonable, Allowable, Necessary, Allocable

1. Grantee may request reimbursement for actual expenses incurred to provide services and as described in the Grant Budget (A 3-1 and A 3-2). Requests must meet all four criteria: reasonable, necessary, allowable, and allocable. (2 CFR 200.305)
   a. ***Allowable costs.*** Reimbursements are limited to the expenses directly related to activities supported by the grant activities and are subject to the regulations of the Federal and District Governments. Expenses related to activities should be necessary, reasonable, allowable and allocable.
   b. ***Limitations on allowable costs.*** A grantee may not use an indirect cost rate to determine allowable costs under its grant.
   c. **Some *Unallowable costs.*** Expenses that are not allowable include (but are not limited to) sales tax, late fees, debts, tips & gratuities, food, alcohol, controlled substances, cash reserves or investments, money given to individuals (including

donations, grants or loans), contributions to organizations, costs of fundraising, fund development, grant writing, advocacy, lobbying, and purchase of goods or services for personal use or benefit.

2. In addition, Grantee must demonstrate to the reasonable satisfaction of the Grantor that Grant performance milestones have been achieved. All requests for payment of eligible expenses shall be associated with the budget line items specified in Exhibit B (Budget Schedule A (3-1), estimated cost invoices and satisfactory Grant performance.

3. Grantees may not be reimbursed for expenses paid through Cash app or other similar peer-to-peer payment platforms, since such platforms create issues for recordkeeping, auditability, and compliance with grant regulations.

4. The Grantee shall not supplant funds or seek reimbursement for expenses that may be reimbursed by another grant (Federal, District, or private) either prior to or subsequent to reimbursement by the Grantor.

5. The Grantee must have the capacity for bookkeeping and accounting services required to track Grant expenses and create payment requests in keeping with Federal and District requirements, either on staff or by a third-party contractor.

6. The Grantee shall create and submit payment requests in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the Grantee to create and submit invoices by selecting the applicable purchase order number which is listed on the Grantee's profile.

7. All Grantees must be registered in the portal prior to invoice submission. The vendor portal website is **https://cfo.dc.gov./supplier_portal**. Please log onto the portal for further details and instructions. Questions can be submitted to suppliers@dc.gov.

B. Form of Submission of Payment Requests

1. The cover sheet to the reimbursement package must be the 30A Form of the Department [RCSD DHCD 306A Revised October 2024]. No other cover sheet is needed. This form should contain the Purchase Order Number, the IDIS Number, and the Partial Payment Number in accordance with Department's guidelines.

Payments requests are contingent upon certification by the Grantee in the following form as contained on the 306A (RCSD DHCD 306A Revised October 2024). The Certification is to be made by the chief executive officer, or the chief financial officer or the chief operations officer if the Governing Board has authorized this officer to act on behalf of the board to sign.

"I certify that all items, quantities and prices of work and material shown in the requisition are correct to the best of my knowledge and belief. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information , or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812." (2 CFR 200.415)

2. Page 2 and Page 3 shall be the Reimbursement Request A 3-1 and A 3-2.

3. Page 4 shall be the Invoice Cover Sheet with:
   a. A unique identifier (e.g. a row number or brief alphanumeric code) shall be assigned by the Grantee to non-personnel invoices and with the same unique identifier marked on each and every supporting document (e.g. receipt, proof of payment, cancelled checks, contracts, scopes of works, services rendered, vendor statement or document, Grantee's notes) submitted. The unique identifier shall be listed on the invoice cover sheet.
   b. Vendor's name
   c. Remittance address
   d. Invoice number
   e. Invoice date
   f. Contract number (also known as Grant Number)
   g. Purchase order number (if any)
   h. Invoice Amount
   i. The Amount which the Grantee is requesting reimbursement
   j. Quantity of goods/services delivered. Deliverables. Shipping and payment terms
   k. Other substantiating documentation that justifies and supports the payment request.

4. Page 4 and subsequent pages as needed shall include the supporting documents for the reimbursement request including signed timesheets, payroll reports, invoices from vendors marked as described above. (See Section E below.)

C. HUD Related Requirements

1. Federal regulations require that reimbursement under the Grant is tied to (a) beneficiary data reporting and (b) program performance. Failure to meet reporting deadlines for performance and/or beneficiary service data will suspend temporarily the processing of Grantee payment requests. Staff unavailability does not waive the requirement to meet reporting deadlines, and Grantee shall ensure that adequate staff are trained or cross-trained to prepare and submit reports timely.

2. The Grantee should be aware that HUD maintains an *Integrated Disbursement and Information System* ("IDIS"), a database in which the Grantor must make reports during the performance period on each Grantee's account. HUD flags subrecipient accounts when reporting is not provided by a deadline. Such a flag shall constitute a default. Multiple flags or failure to meet the conditions for HUD to remove a flag may result in suspension or termination in keeping with Section XII (C) of this Agreement.

D. Schedule for Submission of Reimbursement Requests

1. Requests for reimbursement shall be submitted in a timely manner by the date due. Failure to meet a deadline shall constitute a default.

2. On the 10th day of each month, the Reimbursement Request shall be for the prior month; provided however, the September reimbursement request must be submitted earlier in October on the date specified by the Office of the Chief Financial Officer of the District of Columbia, which is usually between the 5th and 7th day of October. *(Grantee may wish to use other funding sources for the late September payroll to facilitate meeting the deadlines.)*

3. In order to close-out the grant by September 30th, the October request should be the only request submitted in September.

4. The monthly schedule for submission is as follows:

Month	Due Date
March	April 10th
April	May 10th
May	June 10th
June	July 10th
July	August 10th
August	September 10th
September	October 5th or 7th as specified by the DC CFO
October	November 10th
November	December 10th
December	January 10th
January	February10th
February	March 10th

5. As applicable, expenses incurred pursuant to a project commitment in IDIS that has been approved by the Grantor and are otherwise eligible for reimbursement at the Grantor's sole discretion, may be reimbursed, regardless of when those expenses were incurred.

E. Source Documentation

1. All costs and obligations incurred under this Grant Agreement must be supported by source documentation (e.g. invoices, receipts, contracts, canceled checks, etc.). Documentation may also include approved time distribution sheets and certified payroll reports for employees and contracts.

2. The Grantee must satisfy all documentary requirements to the reasonable satisfaction of the Grantor prior to the disbursement of Grant funds.

F. Requirements Applicable to Disbursed Funds/No Escrow

1. Grantee shall not escrow Grant funds. However, nothing shall prohibit the Grantee from supplementing funding for these activities from other sources including other grants, funders or donors.

2. Any cash advances disbursed pursuant to this Agreement must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate

cash requirements of the Grantee in carrying out the purpose of the Grant. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct Grant program or project costs and the proportionate share of any allowable indirect costs.

3. If at any time it is determined that more Grant funds are disbursed to Grantee than what was required by the Grantee's immediate disbursement needs, Grantee shall immediately return to Grantor the excess funds.

4. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations or fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee.

G. The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect cost rate, as further described in Section (C)(4) and Section (C)(5) (Reporting Requirements) below.

H. In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant proceeds within three (3) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant proceeds, unless another date shall be agreed to be the parties in writing. The Grantor reserves the right to recover such losses by any legal remedy available.

Section VII. Budget Modifications

A. Any amendments to the budget (change in the amounts specified in the individual cost categories set forth in Exhibit B). may be approved by the Grant Administrator, so long as the total amount of the budget is not exceeded.

B. Any increase in the total Grant amount must be approved by the Director of the Department. If the change is made at the request of the Grantee, the request shall be in writing dated and shall be submitted on a Budget Modification Form, attached hereto as Exhibit E.

1. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and dated using the appropriate excel format or the appropriate online portal if available.

2. The Grantee shall make modification requests by June 1st, to allow sufficient time for processing prior to the start of the fourth quarter of the fiscal year. No more than two modifications may be required in the performance period. Requests for modification to the budget shall not be approved after June 1, 2025, except for extenuating circumstances specified in writing, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion.

3. The Department will not approve reprogramming of personnel funds for positions not filled in compliance with this Agreement and Grantee's personnel policies submitted to Grantor. If at any time DHCD requires a more detailed budget breakdown than the one contained herein, the Grantee shall provide such supplemental budget information in a timely fashion and in the form and content prescribed by DHCD.

Section VIII. Conditions Precedent to Grant Closing and Grant Disbursement

Grant closing shall mean the date on which Grantee has satisfied all conditions precedent to execution to the satisfaction of the Grantor, at which time both parties have executed and delivered the Grant Agreement. No Grant proceeds shall be disbursed prior to Grant closing.

The following conditions must be met prior to Grant closing:

A. Eligibility Determination. Determination by the Grantor that Grantee's proposed Grant activities meet eligibility and national objective requirements specified by the CDBG Program regulations at 24 CFR §§ 570.200 through 570.209. Grantor has determined that the proposed Grant activities are eligible for CDBG Program funding pursuant to 24 CFR 570.201(e) (provide housing counseling services to low- to moderate-income households).

B. Environmental Clearance. Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historic preservation reviews, and HUD has issued an approval of the release of funds.

C. Due Diligence Submissions. The following items must be delivered to DHCD for approval prior to Grant execution and Grant closing:

1. Articles of Incorporation, organizational by-laws and certification of nonprofit status.
2. Board/Corporate Resolution, memorializing
   a. the Grantee's intent to enter into this Agreement
   b. identifying the total Grant amount of the award
   c. identifying the Grant Number
   d. identifying the funding source(s) of the award, and
   e. identifying the authorized person by name and title who is authorized to sign on behalf of the corporation to enter into this Agreement.
3. Certificate of Good Standing
   a. issued by the DC Department of Licensing and Consumer Protection (DLCP)
   b. certified within 6 months of the Effective Date of this Agreement.
4. Certificate of Clean Hands
   a. issued by the DC Office of Tax and Revenue (OTR)
   b. certified within 90 days of this Agreement.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia to carry out the Grant activities.
6. Evidence that Grantee has obtained insurance, as provided in Exhibit H. If the renewal period for any insurance requirement occurs during the Grant performance period, the Grantee is required to submit to the Grantor evidence (Certificate Of Insurance) of insurance renewal to cover the remaining Grant performance period.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Effective Date.
8. An Affirmative Action Plan ("AAP") must be submitted by the Grantee for review and approval by the District prior to Grant execution and the disbursement of any Grant proceeds. The AAP shall be in a form to be determined by the District and must detail the Grantee's efforts to comply with the District's goals for achieving equal employment in District government contracts and set forth specific standards for the utilization of minorities in all job categories, as required by Mayor's Order 85-85 and District law.
9. Drug-free Workplace Certification (Exhibit F).
10. Debarment affidavit and verification confirming that Grantee is not debarred or suspended or otherwise excluded from or ineligible for participation in federal or District assistance programs under Executive Order 12549 or District law.

D. Opinion of Counsel. Grantee shall submit a written opinion of the Grantee's attorney, which states that the attorney has read the Grant documents and that the Grantee:

- Is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary.
- Has the full authority and legal right to carry out the terms of this Grant Agreement and all documentation required hereunder to be executed by Grantee; and
- Has taken all actions to authorize the execution, delivery and performance of this Grant Agreement and any documents required to be executed in connection with the Grant according to their respective terms

The Opinion shall further state that none of the aforesaid actions, undertakings or agreements violate any restriction, term, condition or provision of the Grantee's organizational documents or any contract or agreement to which Grantee is a party or by which it is bound. The Opinion must identify the Grant Agreement by name and Grant number, and the counsel must specifically identify the documents upon which the Opinion is based.

E. Current on District Obligations. Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant, including all local taxes and charges affecting Grantee's business.

F. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Proceeds, including, but not limited to the Council of the District of Columbia and the Chief Financial Officer of the District of Columbia.

G. Clearance Approval issued by the DHCD Office of Program Monitoring.

Section IX. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. The Grantee shall cure all report deficiencies identified by the Department and resubmit for approval by the Grantor within 14 calendar days of the notification. The requirements of monthly and quarterly reports [VII.(A) and (B) are in Exhibit C.]

A. Monthly Reporting

Monthly Performance Reporting. The Grantee shall use the online reporting portal provided by the Grantor and shall provide a complete performance report by the 10th day of each month reporting on Grant activities, accomplishments and performance of the prior month. Failure to submit the report by the tenth day of the month following the end of each

month shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

B. Quarterly Reporting

On the 10th day of January, April, July, and October, the following quarterly reports for the previous three months shall be due and provided by the Grantee in the form and method required by Grantor:

1. Quarterly Report on **Beneficiary Data and Demographics** (separate reports for PS, NPS and NRSA).

2. **Banking Report** (as applicable)

3. **Non-expendable Equipment Inventory Report** (as applicable) (the purchase or lease of non-expandable equipment). The purchase of all computer equipment must have prior approval from the Department.

4. **Procurement Report** (as applicable).

5. Copies of the **Minutes of the Board of Directors** meetings, which took place during the previous quarter; and

6. **Language Access Report** (optional) If services are provided in languages other than English, we encourage a language access report to be made.

Failure to submit any or all Quarterly Reports by the tenth day of the month following the end of a quarter shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

C. Additional Report Requirements

The following reports are due to the Department within the timeframes indicated below. If these documents were previously submitted, they must be updated and resubmitted.

1. Fringe Benefits Report

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects funded from the proceeds of this Grant shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefits rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the change. The report shall be submitted to DHCD within fifteen (15) days of Grant execution.

The fringe benefits rate for any personnel costs funded by this Grant shall not exceed 20% of the base salary rate indicated in Schedule A Form A (3-2) of the budget (Exhibit B).

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to the date of the Offer Letter.

All personnel costs approved under this Grant Agreement must be filled within ninety (90) days of Grant execution or within ninety (90) days of the vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than ninety (90) days, whether intermittent or consecutive, at any time during the Grant period may result in the loss of funds for the position.

Grantee must submit transcripts of training or continuing education for individual staff and counselors to the Grantor.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with CDBG funds, in accordance with the requirements specified in 2 CFR Part 200 (Exhibit D). The property inventory list must include, at a minimum, a short

description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

a. The Grantee shall submit a budget and Cost Allocation Plan showing its direct and indirect costs and the allocation of such costs to the Grantee's activities, including the administration of the activities and services provided under this Agreement. The plan must show all allowable and unallowable costs and how such costs are included in the direct and indirect costs in accordance with 2 CFR Part 200.

b. A current Cost Allocation Plan must be submitted no later than thirty (30) days following Grant execution.

c. The Cost Allocation Plan must include all sources of funding for the Grantee, including this, Grant and to which program/cost centers each source has been applied using the Grantee's chart of accounts (referencing individual budgetary line items).

The Grantee must provide:
i. the total amount of funding from each funding source,
ii. the total staff employed by the Grantee, regardless of funding source, staff allocation per grant/program and the estimated percentage of time spent per grant program.

d. As required by HUD, the Cost Allocation Plan is subject to approval by the Grantor. The Grantee shall cure any defects or omissions in the Cost Allocation Plan within 60 calendar days of the notice to cure.

e. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. The waiver request must detail the reasons for the waiver request and include a copy of the relevant audited financial statements.

f. Claims for reimbursement of documented Grant expenses shall comply with 2 CFR Part 200 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.

5. Indirect Cost Rates

a. Grantees may request reimbursement for indirect costs based on their Cost Allocation Plan. The Cost of Allocation Plan must be reviewed and approved by the Grantor. The Grantee is required to keep records of the expenses charged to the Indirect Cost Rate for monitoring and close-out.

Grantees with Indirect Cost Rates are required to use their indirect cost rate. Grantees with provisional rates must demonstrate the rate is not expired or that it is currently used by a Federal Agency in awarding Federal funds to the Grantee during the current Fiscal Year. Other Grantees may use the Federal *de minimis rate* of 15%. In either case (*De Minimis rate* or Federally Approved rate), Grantee shall maintain records (available during monitoring, or close-out or upon request) indicating which costs in the cost allocation plan and the dollar amount have been attributed to the Indirect Cost.)

Indirect cost rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with supporting documentation. DHCD will not make adjustments to indirect cost rates after June 1st.

The Grantor does not issue or award Indirect Cost Rates.

Grantees who wish to obtain a Federally authorized Indirect Cost Rate are encouraged to contact the "Cognizant Agency" which is the US Department of Health and Human Services.

b. For all personnel costs funded under this Agreement, Grantee must maintain documentation for use of indirect cost funding and provide the same when requested for verification of expenditures in keeping with the approved cost allocation plan, including, but not limited to cancelled checks, employee signed and supervisory approved employee time sheets, invoices and bank records.

c. Expenses charged to an indirect cost rate must be accompanied by and cross-referenced to and reconciled with an independent audited financial statement, which accounts for all (grant funded and non-grant funded) activities by the Grantee during the fiscal year in which the indirect cost rate is based.

6. Organizational Audit

Grantee must submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year.

Note to All Grantees: All Grantees must ensure their financial records are available for review or audit by appropriate officials of the Federal Government and the District Government.

7. Auditor's Management Letter.

Grantee shall submit an auditor's Management Letter to the Grantor at the time it submits the annual audit.

8. Procurement Policy. Accounting Policies and Procedures. and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution, the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of the Grant. These policies and procedures shall be in accordance with the requirements of 2 CFR Part 200. The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

If the Grantee has previously submitted these documents, and the documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a certified statement (the "Re-certification Letter") to the Grant Administrator indicating when the most current document was submitted to the District and certifying that no changes to these policies and procedures have since been made.

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D. Summary of Report Deliverables and Receipt Due Dates:

	Report	Receipt Due Date
1	Monthly Performance Report	No later than the 10th day of each month
2	Quarterly Beneficiary Data	No later than January 10th, April 10th, July 10th and October 10th – a separate report for each use: PS-NPS-NRSA
3	Language Access Report (Optional)	No later than January 10th, April 10th, July 10th and October 10th
4	Fringe Benefits Report	Within 15 days of Grant execution
5	New Hires/New Employees Information (Job Description & Resume) HUD certificate if certified counselor	10 Days prior to the Offer Letter of Employment being sent to the candidate
6	Notice of Vacant Position	Within 10 days following the vacancy
7	Non-expendable Equipment Report	Within 15 days of Grant execution and quarterly thereafter
8	Procurement Policies and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
9	Accounting Manual and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
10	Cost Allocation Plan (based on and tied to the most recent audit)	Within 30 days of Grant execution
12	Independent Financial Audit	Within 90 Days of the Close of the Grantee's Fiscal Year

	Report	Receipt Due Date
13	Single Audit Report (if applicable)	Within 30 Days of submission to the Federal Audit Clearinghouse
14	Auditor's Management Letter	Submitted with the submission of the Audit
15	Requests to revise Budgets and/or Workplans	Prior to the 1st day of June
16	Grantee's Close-Out Report (Section XV.) Inventory Report & Annual Report	Within 90 Days of the end of the Term of the Grant.
17	HUD 9902	Within 30 Days of Submission to HUD
18	HUD Monitoring Report	Within 30 Days of Receipt from HUD monitor or the HUD intermediary monitor.

Section X. Accounting/Audit Requirements

A. Accounting System

1. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in Exhibit B.

2. Accounting records should be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.

3. Any funds provided to the Grantee or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest-bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

Grantee shall submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year, contingent on the following:

1. Grantees receiving an aggregate of $1,000,000 or more from all funders in Federal funds must in accordance with Federal regulations obtain an independent audit (Single Audit Act of 1984 , Single Audit Amendments Act of 1996, and 2 CFR Part 200). A standard audit may be supplied pending the completion and submission of the Single Audit.

2. Grantees:
   (a) Required to be audited by any State or political subdivision(s) thereof (whether by statute or regulation) or
   (b) Who conduct an audit to submit to any government or private funder, or foundation or corporate funder or
   (c) Whose governing body or senior management obtains an audit,

   shall be required to submit that audit to the Grantor upon receipt of the same.

If the Grantee is not audited in accordance with (1) and (2) above, the following shall apply:

3. A Grantee whose corporate entity receives or expends less than $999,999 as reported to the Internal Revenue Service in the 990 Tax Return without amendments, deletions or summarized details must file with the Grantor a financial report prepared by an independent Certified Public Accountant and certified by the same that contains:
   - income statement or Statement of Activities,
   - balance sheet or Statement of Financial Position,
   - statement of Functional Expenses by program or cost centers such statement to break out separately the Grantor's funding by Grantor's program(s) separately from all programs or cost centers used.
   - statement of cash flows, and
   - independent review and certification of the financial statements including a review of the management's financial internal controls.

   In addition, the nonprofit organization must file a biennial audit that covers both years within a biennial period. See 2 CFR Part 200, Subpart F.

4. The Grantee shall fully clear any deficiencies noted in the audit reports within sixty (60) days after receipt by the Grantee.

5. . Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default of this Grant and may result in the withholding of future payments and/or debarment from participation in future Grants.

Section XI. Grant Administration

The Grant Administrator is:

William Winston
Associate Director for Community Services
DC Department of Housing and Community Development
1909 Martin Luther King Avenue SE, Room 304
Washington, D.C. 20020.

The telephone number is (771) 208-9628. All concerns regarding the technical implementation and interpretation of this Grant are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line-item changes and terms) where there is no dollar increase.

Section XII. Repayment of Grant Funds/Grant Performance Monitoring Default and Remedies

A. HUD Monitoring

The Grantee is subject to monitoring by HUD and agrees to provide all required information, data, records, files including client files, case notes, correspondence and emails, reports, beneficiary data, performance data, financial records, supporting documentation, to satisfy HUD monitoring. Notwithstanding the date of a finding by HUD, should HUD make a finding, the Grantee shall be responsible to cure the defect, and should HUD require repayment of Grant funds for any reason to the Federal Government, the Grantee shall be responsible for repayment in the amount specified by HUD. Repayment shall be made to the District of Columbia and by the District to the Federal authority in satisfaction of the HUD requirement. HUD monitoring is not confined to the performance period but extends through the record retention period provided in Section XV.

B. Grant Performance Evaluation

1. DHCD will monitor the performance of the Grantee to ensure that the goals and performance standards stated in the Statement of Work and Work Plan and RFA are being achieved according to schedule and within budget.

2. All records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. Grantee shall make timely submission of all information and/or records requested by DHCD or HUD to assess performance under the Agreement.

C. Suspension or Termination of Grant Assistance

1. In accordance 2 CFR 200.340 and 200.341 and 200.343, suspension or termination of CDBG Grant assistance may occur according to the Default provision in subsection D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner.

2. If Grantee fails to correct the substandard performance within thirty (30) days after receiving written notice from DHCD, suspension or termination of this Agreement will be initiated.

3. In accordance with 2 CFR 200.340(a), suspension or termination of Grant assistance may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

Subject to any applicable notice requirement and right to cure, the occurrence of any of the following shall constitute an event of default:

1. Failure to comply with any of the CDBG Program rules, regulations or provisions referred to in this Agreement, or such other Federal or District statutes, regulations, executive orders, District of Columbia mayoral orders, HUD rulings, policies or directives applicable to this Grant:

2. Failure to comply with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement.
3. Substandard performance by the Grantee or any of its agents under this Agreement, as determined in the sole and reasonable discretion of DHCD; or
4. Improper use of funds provided under this Agreement.

A determination of default shall be made in the sole and reasonable discretion of DHCD.

E. Remedies for Default

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of a written notice to the Grantee, Grantor may take one or more of the following actions, as determined in its sole discretion:

1. Terminate and suspend further disbursement of any remaining Grant assistance.
2. Disallow all or part of the cost of the activity or action that is not in compliance with this Agreement.
3. Wholly or partially suspend or terminate the current Grant award; or
4. Take other legal remedies that may be available.

F. Termination for Convenience

The Grant may be suspended or terminated on the basis of convenience as provided in 2 CFR 200.340(a).

G. Reversion to DHCD of Grant Assistance

1. Upon default by the Grantee under the terms of subsection D above, which has not been cured, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request the following:

i. Any Grant funds in its possession (whether or not committed),
ii. Any accounts receivable attributable to the use of Grant funds; and
iii. The portion of any income directly generated by (or the prorated proportion of) Grant funds for the activities described in this Agreement.

2. Upon final completion of the projects and activities for which CDBG funds have been provided by DHCD, expiration of the term of this Agreement, cancellation, or determination of this Agreement, the Grantee shall transfer any unspent, excess or surplus CDBG Grant funds, to include accounts receivable attributable to the use of the CDBG funds.

H. Grantor Non-Waiver

DHCD's delay or failure to act with respect to a breach by the Grantee does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section XIII. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, and 2 CFR Part 200, as deemed applicable by the Grantor. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Fund Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Organizational Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter arising from this Grant Agreement.

D. Cancellation Ceiling

In the event of cancellation of the Grant because of non-appropriation of funds for a specific fiscal year, there shall be a cancellation ceiling of zero dollars.

E. Anti-Deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, Grantor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code§ 47.105. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-Deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section XI. of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements.
2. Performing technical evaluations as required.
3. Interpreting the Statement of Work and other language in the Grant.
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with the District and other laws and regulations applicable to the Grant.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

Babatunde Oloyede
President and CEO
Marshall Heights Community
Development Organization
3939 Benning Rd, NE
Washington DC 20019
202-650-5658
boloyede@mhcdo.org
www.mhcdo.org

H. Misuse of Grant Funds

Any alleged fraud, waste, abuse or mismanagement of Grant funds shall be immediately reported to the Grantor and the District of Columbia Office of the Inspector General ("OIG"). The OIG may be reached at (202) 724-TIPS (8477) and (800) 521-1639 or at oig.dc.gov

I. Nonassignability

Grantee will not sell, assign, pledge or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

Section XIV. Insurance

A. The Grantee shall obtain at least the minimum insurance coverage set forth in this Section XIV. and Exhibit H prior to the Effective Date and keep such insurance in force, as may be applicable, throughout the Grant period of performance.

B. Fidelity Bond: The Grantee must procure Fidelity Bond coverage in an amount equivalent to the total Grant budget. Pursuant to 2 CFR Part 200, Fidelity Bond coverage is required to protect the District's interest in the dollar amount of the Grant. Should Grantee be unable to procure a Fidelity Bond, Grantee shall submit proof that it has obtained general liability insurance that covers internal employee criminal activity or directors' and officers' liability insurance.

Section XV. Records Retention/Access

A. Records Retention

The Grantee shall retain all records demonstrating compliance with CDBG requirements and that are pertinent to this Grant for no less than five (5) years from Close-out of this Grant Agreement, including any extension thereof made in accordance with Section XVI. [Option to Extend] and including but not limited to Close-Out in IDIS of any HUD requirements. See Exhibit 5.1 in this link: https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-5.pdf

B. Extension of Retention Period

Notwithstanding the foregoing retention requirement in paragraph A above, if any litigation, claim, HUD monitoring or audit is initiated before the expiration of the retention period, records shall be retained for a period of not less than four (4) additional years following completion of the actions and resolution of all proceedings (e.g. litigation, claim, HUD monitoring or audit) involving the records.

C. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility, progress and achievement toward program goals and secure such records in a manner subject to applicable privacy laws. Such data may include, but is not limited to, client name, address, income level, case notes, correspondence and a description of service(s) provided. The Grantee shall use software which is HUD compliant to maintain client records. The Grantee shall transmit client records and files in a manner that is compliant with HUD's Personally Identifiable Information (PII) requirements.

D. Access to Records

All Grantee books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Grant funds shall be made available to the Department, HUD, its designee, representatives of the Inspector General of the District of Columbia or the Office of the DC Auditor at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.

E. National Objectives

The Grantee agrees to maintain documentation that demonstrates that the activities carried out with CDBG funds provided under this Grant meet the CDBG national objective of benefiting low- and moderate-income persons, as defined in 24 CFR part 570.208.

F. Copyright

If this Agreement results in any copyrightable material or inventions, DHCD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Section XVI. Federal and District Public Policy Requirements

Grantee shall fully comply with the following Federal and District policy requirements, as deemed applicable by Grantor:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federal-assisted and federal conducted programs and activities .

C. The requirements of Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

D. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.-) and implementing regulations at 24 CFR I part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

E. The requirements of Executive Order 11246, as amended by Executive Orders 11375. 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

F. The Conflict of Interest provisions of Federal and District laws strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of Federal funds to comply with 2 CFR 200.317 to 200.327 and

any sections of Title of 24 the Code of Federal Regulations concerning CDBG funding which are more restrictive than the Uniform Guidance Code for use of CDBG funds. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within (fifteen) 15 business days of execution of the Grant Agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict-of-Interest declarations to be executed by each employee and board member.

G. The Hatch Act. Chapter 15 of Title V. United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

H. The National Environmental Policy Act or other legislation implemented by 24 CFR part 58.

I. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement as Exhibit F.

J. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991H FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.

2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any grant,

or the entering into any extension. continuation. renewal, amendment of modification of any grant.

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and

c. He or she will include the language of the certification in all sub- grant awards at any tier and require that all recipients of sub-grant awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this Grant imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure, as the applicable grant shall so provide.

K. The Americans with Disabilities Act of 1990 (ADA) - Notwithstanding anything contained herein to the contrary, during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

L. The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are applicable pertaining to economic opportunities for low and very low-income persons. 24 CFR part 135.

M. First Source Program - Contractors and subcontractors of a government-assisted Project totaling $300,000 or more must comply with the District's goals for the recruitment, referral and placement of District residents. See D.C. Law 5-93, as amended, D.C. Official Code§ 2-219.01 et seq.

Section XVII. Close-Out Provisions

Activities and tasks during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor, and determining the custodianship of records (which shall remain the responsibility of the Grantee unless a determination is made otherwise). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over District appropriated funds and the record retention period, whichever is longest. Grantee shall submit the following items within the time frames indicated in this Section after completion of Grant activities or expiration or termination of this Agreement.

1. All activities are eligible, were completed and met a national objective.
2. All grant funds were expended in full, or all remaining funds are to be returned to Grantor.
3. All reporting requirements were completed and submitted (except for the final report that is submitted during the closeout process).
4. Any special conditions were met; and
5. All deficiencies or corrective actions affecting the Grant were resolved.

A. Grant Close-Out Report

The Grantee shall submit to the Grantor a Grantee's Close-Out Report ("Report") within ninety (90) days after expiration of the Grant term, termination of the Grant, or final payment for activities under this Agreement, whichever occurs later. This Report, at a minimum, shall include a narrative of the Grantee's completed tasks based on the activities, performance measures and goals set forth in the Statement of Work. The Report shall be completed using a form provided by the Grantor. The Grantee shall provide any information or data Grantor requests for Close-Out. In the Grantor's sole discretion, the reporting provided during the term of this Agreement may be accepted in lieu of the Grantee's Close-Out Report if those reports contain all information required in this section.

B. Documentation of Expenses

Within ninety (90) days after the expiration of the Grant, the Grantee shall provide to Grantor documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses.

C. Equipment Inventory

The Grantee shall submit to Grantor a list of all furniture, fixtures, equipment and vehicles purchased with Grant funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with 2 CFR Part 200.

D. Audit

The Grantee shall submit an audit or financial statement, as applicable, and as provided in Sections IX and X. of this Agreement.

E. Transfer of Records

Grantee shall, within ninety (90) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

F. Grantee's Obligations

The Grantee's obligations to DHCD remain in effect through the period of record retention as stated in Section XV.

Section XVIII. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion, and if legally permitted, extend the term of the Grant no more than two (2) times for one-year terms, or any fraction of one year, or multiple successive fractions thereof.

B. Grantor will endeavor to provide Grantee a preliminary written notice of its intent to extend at least thirty (30) days before the end of the Grant Term. The preliminary notice does not commit the District to an extension or authorize additional Grant funds to Grantee.

C. Any extension of this Grant is contingent upon the appropriation of funds for the applicable time period. However, the availability of funds shall not obligate the District to extend the Grant.

Section XIX. Total Agreement

The Grant Agreement, including specifically incorporated documents (to include the approved Statement of Work, the Work Plan, the approved Budget and the Grant attachments) constitute

the total and entire agreement between the Parties. Grantee understands and agrees to comply with the incorporated references contained in this Agreement and all applicable District and Federal laws and regulations.

Section XX. Applicable Law.

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia, unless otherwise controlled by federal law. In any proceeding relating to this Grant Agreement, each of Grantor and Grantee, hereby irrevocably submits to the jurisdiction of the Courts of the District of Columbia for the purposes of any suit, action or proceeding arising out of or relating to this Grant or transactions contemplated hereby.

Section XXI. Severability.

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XXII. Amendment.

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Grant activities, or the amounts specified in the Budget without the prior written approval of Grantor. The Grantee may request in writing approval of any proposed change to the Statement of Work or Workplan or the amounts specified in the eligible cost categories of the Budget and shall provide adequate supporting information and a revised budget along with its request. All such requests must be signed and dated.

Section XXIII. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or fully, by the Department.

1. The written or printed materials must include the authorized DHCD logo.

2. Written or printed materials include, but are not limited to, newspaper, radio and television announcements or advertisements, websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.
4. Grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to Grantee.
5. Grantee must provide copies of all marketing materials, brochures, flyers and other materials that publicize grant-funded activities to Grantor via email at dhcd.occo@dc.gov

Grantee shall publicize, as appropriate, to its constituency through social media, print, and online postings, DHCD communications and events that are related to Grant supported activities.

Section XXIV. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code§ 2-531 *et seq*. provides for the disclosure of public information. Specifically, the law provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Official Code § 2-1701 (13) .

This serves as your Notification that information /documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code§ 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXV. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, homeless status, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Sexual harassment is a form of sexual discrimination which is prohibited by the Act and Mayor's Order 2023-131 (Updated District Government Sexual Harassment Policy, Guidance, and Procedures), which is attached hereto as Exhibit I.

The prohibition against workplace sexual harassment extends to third parties doing business with or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies. By executing this Agreement, Grantee affirms that it will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1 I 00 et seq. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated.

Section XXVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addresses:

NOTICE TO GRANTEE:

Marshall Heights Community Development Organization
3939 Benning Rd, NE
Washington DC 20019
Attn: Executive Director/CEO

NOTICE TO GRANTOR:

D.C. Department of Housing and Community Development
Community Services
1909 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
Attn: Director

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTOR SIGNATOR PAGE]

DISTRICT OF COLUMBIA, a municipal Corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Colleen Green
Director

Legal Review:

Julia Wiley
Office of the General Counsel
Department of Housing and Community Development

3/17/25
Date

[Signatures continue on the next page]

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTEE SIGNATURE PAGE]

MARSHALL HEIGHTS COMMUNITY DEVELOPMENT ORGANIZATION INC.
a District of Columbia non-profit corporation

Babatunde Oloyede
President & CEO

March 17, 2025
Date

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit A Services to be Provided

- Statement of Work
- Section 3.2 Services (from the FY25 RFA)
- Workplan as approved by the Grantor

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit B Budget

- Schedules A (3-1) and A (3-2) for the First Performance Period

Exhibit C Required Reporting

- Monthly Performance Report
- Monthly Report of Group Trainings
- Monthly Report on Outreach and Marketing Activities
- Monthly Reporting of Special Activities
- Monthly Reporting of changes in personnel relative to grant work and payroll
- Quarterly Beneficiary Data
- Quarterly Language Access Report
- Quarterly Data Report

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit D Method to determine Client Eligibility for Services

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit E Budget Modification Form

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit F Drug Free Workplace Certification

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit G Service Area Eligibility

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit H Insurance Requirements

DHCD Contract No. 2025-09
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit I **Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures**

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education, and training services to support DHCD's housing programs and initiatives and promote compliance with District housing regulations. All the services are intended to empower potential homeowners, actual homeowners, and tenants to preserve affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership, (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner-occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached work plan and performance measures. Marketing and outreach for the services provided is an activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals, and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of this service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling, (b) the Grantee's additional knowledge of the individual, and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow-up and conduct a final assessment of the impact of the services provided. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for HPAP/EAHP/NEAHP
A4: Inclusionary Zoning Orientation
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM
Budget Form A (3-1): Total Grant Budget

Rev. 12/06/2024

ORGANIZATION NAME:	Marshall Heights Community Development Organization, Inc
PERIOD OF PERFORMANCE:	2/1/2025-9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	
WARD (if applicable):	Ward 7
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$119,287.10	$64,956.48	$184,223.58
Credit Report	$0.00	$0.00	$0.00
Space	$0.00	$40,000.00	$40,000.00
Insurance	$0.00	$15,000.00	$15,000.00
Telephone	$0.00	$3,500.00	$3,500.00
Consumables	$2,000.00	$500.00	$2,500.00
Marketing & Outreach	$551.08	$2,000.00	$2,551.08
Training	$0.00	$2,500.00	$2,500.00
IT Services & Support	$0.00	$13,785.00	$13,785.00
Audit CAP	$0.00	$4,500.00	$4,500.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$121,838.18	$146,741.48	$268,559.66
Total Indirect Costs (De Minimis Cost Rate 15%)	$12,161.82		$0.00
Total Costs	$134,000.00	$146,741.48	$268,559.66

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 12/09/2024

ORGANIZATION NAME:	Marshall Heights Community Development Organization, Inc.
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 to 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Number of Hours	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
Personnel Subtotals						$106,488.48

Fringe Benefits (Max 20%)	$12,778.62
Total NBAP Grant Personnel Costs	$119,267.10

DHCD Contract No. 2025-09
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT B

FY 2026 Statement of Work
and
Workplan

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education, and training services to support DHCD's housing programs and initiatives and promote compliance with District housing regulations. All the services are intended to empower potential homeowners, actual homeowners, and tenants to preserve affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership, (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner-occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached work plan and performance measures. Marketing and outreach for the services provided is an activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals, and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of this service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling, (b) the Grantee's additional knowledge of the individual, and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow-up and conduct a final assessment of the impact of the services provided. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for HPAP/EAHP/NEAHP
A4: Inclusionary Zoning Orientation
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling

FY26 Housing Counseling Services Workplan

Organization Name:	Marshall Heights Community Development Organization, Inc
Grant Number:	2025-09

Performance Period: 10/1/25-9/30/26

RFA Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	NRSA Ward 7 & 8 All Services	Total
A1	HUD Housing Counseling	10	Number of First Time Homebuyers Purchasing Homes	Public Service or NRSA	$0.00	$0.00	$30,000.00	$30,000.00
A1		70	Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		350	Number of 1:1 Counseling Sessions (Budget & Credit)					
A1			Number of unduplicated households					
A1		50	Number of 1:1 Homebuyer Counseling Sessions					
A1			Number of unduplicated households					
A2	8-Hour Homebuyer Class	8	Number of 8-hour Homebuyer Educations Classes	Public Service or NRSA	$0.00	$0.00	$30,000.00	$30,000.00
A2		160	Number of Attendees of 8 hour Homebuyer Classes					
A2		135	Number of DHCD Certificates Issued					
A3	HPAP (LAHP/HEAHP)	12	Number of HPAP Pre Purchase Orientations conducted	Non-Public Service or NRSA	$0.00	$0.00	$30,000.00	$30,000.00
A3	(HPS ONLY)		Number of Attendees at HPAP Orientations					
A3		30	Number of Files submitted to HPAP Administrators					
A3		75	Number of 1:1 HPAP Counseling Sessions					
A3			Number of unduplicated households					
A4	IZ/ADU Orientations	24	Number of IZ Orientations Conducted	Public Service or NRSA	$0.00	$0.00	$45,000.00	$45,000.00
A4		600	Number of Attendees at IZ Orientations					
A4		400	Number of DHCD Certificates Issued					
A5	IZ/ADU Income Certifications		Number of IZ/ADU Income Certifications completed	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
A6	PADO		Number of PADO group training/coaching	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
A6			Number of Attendees at PADO group training					
A6			Number of 1:1 PADO sessions (if applicable)					
A6			Number of unduplicated households receiving 1:1 PADO sessions					
A6			Number of PADO Income Certifications					
A7	General Housing Services & Information (Group Training)	8	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)	Public Service or NRSA	$0.00	$0.00	$20,000.00	$20,000.00
A7		96	Number of Attendees at Financial Literacy Trainings					
A7			Number of Homebuyer Clubs Meetings					
A7			Total of Attendees at Homebuer Club Meetings					
A7		18	Number of group trainings or workshops not reported in other categories					
A7		125	Number of Attendes at group trainings or workshops not reported in other categories					
B10	Eviction Counseling		Number of Eviction workshops	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
B10			Number of Attendees at Eviction workshops					
B10			1:1 Eviction Counseling					
B10			Unduplicated households 1:1 Eviction Counseling					
B10			Number referred to Attorney(s) for Legal Services					
B10			Number of 1:1 Attorney Consultations (Law Firm Subrecipients Only)					
B10			Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecipients Only)					
B10			Number Evictions Prevented					
B11	SFRR		Number of SFRRP Orientations conducted (required)	Public Service or NRSA				$0.00
B11			Number of 1:1 Intake sessions					
B11			Number of unduplicated households					
B11			Number of complete applications submitted in SFRRP Portal					
B12	Legal Services for Seniors, Coops and Condos (Law Firm Subrecipients Only)		Senior households receiving legal services	Public Service or NRSA				$0.00
B12			Coop Associations receiving legal services					
B12			Condo Associations receiving legal services					
B12			Number of Pro Bono Legal Services Recruited and Retained					
B12			Number of Trainings for Law Firms (trainings)					
B12			Number of Attendees at trainings for Law Firms (Attendees)					
B12			Number of new partnerships initiated					
B12			Total Number of Trainings to and work with Pro Bono Provided					
B12			Number of outreach presentations conducted					
B12			Number of outreach activities conducted					
B12			Number of Senior Households that received Legal Counsel or Consultation					
B12			Number of Senior households that received Legal Representation					
B12			# of clients helped with Schedule H					
B12			# of clients helped with fe planning docs					
B12			# pro bono attorneys engaged in housing-related matters					
B12			# veterans receiving legal counsel advice					
B13	Technical Assistance for Co-Ops and Condo Associations		Number of Co-Op Associations receiving Technical Assistance	Public Service or NRSA				$0.00
B13	Coops		Number of Action Plans written for Co-Op Associations					
B13	Coops		Number of Successful Outcomes for Co-Op Associations					
B13	Coops		Number of Asset Management Improvement Services Provided for Co-Op					
B13	Coops		Number of Asset Management Tactical Support Services Provided to Co-Op					
B13	Coops		Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops		Number of Legal Assistant Services provided to Distressed Co-Op Associations					
B13	Coops		Number of Consultative Services Provided to Co-Op Associations and Clients					
B13	Coops		Number of Organization Sustainability Tactical Support Services Provided to Co-Ops					
B13	Coops		Number of Ownership Educations Sessions provided to different ownership models including shared equity					
B13	Coops		Number of Relocation Plans completed and accepted for Co-Ops					
B13	Coops		Numbers of Trainings on Board Operations Governance & Management to Co-ops					
B13	Coops		Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management					
B13	Coops		Number of written Asset Management & Sustainability Plans for Co-Ops					
B13	Condos		Number of Condo Associations receiving Technical Assistance					
B13	Condos		Number of Action Plans written for Condo Associations					
B13	Condos		Number of Successful Outcomes for Condo Associations					
B13	Condos		Number of Asset Management Improvement Services Provided for Condo					
B13	Condos		Number of Annual Survey of Clients (interactive) to gauge success and appropriate methodologies completed for Condo					
B13	Condos		Number of Asset Management Tactical Support Services Provided to Condo					
B13	Condos		Number of Legal Assistant Services provided to Distressed Condo Associations					
B13	Condos		Number of Consultative Services Provided to Condo Associations and Clients					
B13	Condos		Number of Organization Sustainability Tactical Support Services Provided to Condo Associations					
B13	Condos		Number of Relocation Plans completed and accepted for Condo Associations					
B13	Condos		Numbers of Trainings on Board Operations Governance & Management to condo associations					
B13	Condos		Number of written Asset Management & Sustainability Plans for Condo Associations					
B13	Coops and Condos		Number of Annual Survey of Clients (interactive) to gauge success and appropriate methodologies completed					
B13	Coops and Condos		Number of Associations (Coops and Condos) referred to private/ nonprofit Law Firm					
B13	Coops and Condos		Number of Trainings on Development including Relocation and Construction Management					
B14	Technical Assistance for Small Apartment Owners (25 units and less)		Number of Inquiries Received	Public Service or NRSA				$0.00
B14			Number of Owners/Managers receiving Services					
B14			Number of Action Plans Written					
B14			Number of Action Plans Implemented/Completed					
B14			Number of Owners/Managers needing Asset Management Guidance					
B8	General Home Management (Post Purchase Non-Delinquent)		Number of Homeownership Preservation Workshops	Public Service or NRSA			$15,000.00	$15,000.00
B8			Number of Attendees at Homeownership Preservation Workshops					
B8		30	Number of Post-Purchase Workshops (not including Homeownership Preservation)					
B8		250	Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)					
B8		100	Number of 1:1 Post-Purchase Counseling Sessions					
B8			Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions					
B9	Foreclosure Counseling	25	Number of Foreclosure Workshops	Public Service or NRSA			$22,500.00	$22,500.00
B9		200	Number of Attendees at Foreclosure Workshops					
B9		35	Number of 1:1 Foreclosure Counseling Sessions					
B9			Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions					
B9			Number of 1:1 Attorney Consultations (Law Firm Subrecipients Only)					
B9			Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecipients Only)					
B9			Number referred to Attorney(s) for Legal Services					
B9			Number of Foreclosures Prevented					
C15	TOPA Pre-Purchase Counseling & Training		Number of TOPA Meetings with Tenant Association	Public Service or NRSA				$0.00
C15			Number of Attendees at TOPA Meetings					
C15			Number of TOPA Training Workshops to Tenants					
C15			Number of Attendees at TOPA Training Workshops					
C16	TOPA Post-Purchase Counseling & Training		Number of TOPA Post Purchase Training Workshops					

C16			Number of Attendees at TOPA Post Purchase Workshops	Public Service or NRSA				$0.00
C16			Number of unduplicated households					
C16			Number of one on one counseling sessions					
C16			Number of group training/coaching					
C17	Tenant Counseling for HRA - Rental Accomodation Division		Number of unduplicated households	Public Service or NRSA				$0.00
C17			Number of one on one counseling sessions					
C17			Number of group training/coaching					
C17			Number of Attendees at group training/coaching					
Marketing	MARKETING AND OUTREACH	5	Housing Fairs	Public Service or NRSA			$7,500.00	$7,500.00
Marketing			Other Tabling Events					
Marketing			Flyers Distributed					
Marketing			Social Media Posts (Facebook, Linkedin, Instagram)					
Marketing			Mailings					
Marketing		4	Paid Advertising (display ads in print)					
Marketing			Other					
Marketing			Other					
	TOTALS	2020			$0.00	$0.00	$200,000.00	$200,000.00

DHCD Contract No. 2025-09
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT C

FY 2026 Budget

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
RESIDENTIAL & COMMUNITY SERVICES (NBA)

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	Marshall Heights Community Development Organization, Inc.
PERIOD OF PERFORMANCE:	10/1/2025 to 9/30/2026
FISCAL YEAR:	FY 2026
TYPE OF ACTIVITY:	HOUSING COUNSELING & SERVICES

Instructions: Please add rows as needed.

Cost Category	Oct/Nov/Dec	Jan to Sept	Total
Personnel (Salary & Fringe)	$43,844.32	$120,065.74	$163,910.06
Consultants	$0.00	$0.00	$0.00
Space	$0.00	$0.00	$0.00
Utilities	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$500.00	$1,503.29	$2,003.29
Marketing & Outreach	$374.92	$1,124.78	$1,499.70
Training	$0.00	$2,500.00	$2,500.00
IT Services & Support	$0.00	$0.00	$0.00
Audit CAP	$0.00	$4,000.00	$4,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$44,719.24	$129,193.81	$173,913.05
Total Indirect Costs (De Minimis Cost Rate up to Max 15%)	$6,707.89	$19,379.07	$26,086.95
Total Costs	$51,427.12	$148,572.88	$200,000.00

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
RESIDENTIAL AND COMMUNITY SERVICES (NBA)

Budget Form A (3-2): Personnel Information

Rev. 08/25/2025

ORGANIZATION NAME:	Marshall Heights Community Development Organization, Inc.
FISCAL YEAR:	FY 2026 Grant # 2025-09
BUDGET PERIODS:	10/1/2025 to 9/30/2026
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Oct/Nov/Dec Hourly Rate	Q1 # of Hours	Jan-Sept Hourly Rate	Jan-Sept # of Hours	Total Costs
President / CEO	Babatunde Oloyede	$72.12	52.80	$72.12	155.20	$15,000.96
Accountant / Financial Mgt	Bridget Gaskins	$33.65	42.24	$33.65	124.16	$5,599.35
Intake/Operations	Donna Baskerville	$31.25	79.20	$31.25	232.80	$9,750.00
Housing Program Manager	Mary Dade	$31.25	422.40	$31.25	1,241.60	$52,000.00
Certified Housing Counselor	Patrice Roberts	$27.40	422.40	$27.40	1,241.60	$45,593.60
Certified Housing Counselor	Willlet Hunt	$30.29	134.00	$30.29	151.50	$8,647.80
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
		$0.00	0.00	$0.00	0.00	$0.00
Personnel Subtotals				Personnel Subtotals		$136,591.72
Fringe Benefits (Max 20%)				Fringe Benefits (Max 20%)		$27,318.34
Total Grant Personnel Costs				Total Grant Personnel Costs		$163,910.06

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director		
2. Chris Earley, Deputy Director		
3. Julia Wiley, General Counsel	JW	3/14/25
4. Bill Winston, Associate Director of Community Services	JWLW	3/13/25
5. Ernest Merchant, Program Analyst	EM	3/13/25
6.		

SUBJECT:

Director's Comments:

Action

APPROVAL	CIRCULATE	CORRECTION	FILE	FYI	INVITATION	MEETING	SIGNATURE
☒	☐	☐	☐	☐	☐	☐	☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- University Legal Services, Inc.- NBAP FY25 Housing Services $1,047,859.90 Grant 2025-12

Originating Office

FROM:E. Merchant	TELEPHONE NUMBER:
DATE:3/13/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE: OFFICE OF THE DIRECTO MAR 17 '25 PM2:40

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

MAR 17 2025

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Ernest Merchant
Program Analyst

Date: March 13, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**University Legal Services**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$1,047,859.90**
ATTACHMENTS:	**FY25 Grant Agreement #2025-12** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

DISTRICT OF COLUMBIA.

COMMUNITY SERVICES
HOUSING COUNSELING SERVICES

GRANT AGREEMENT

BY AND BETWEEN
THE DISTRICT OF COLUMBIA
AND

UNIVERSITY LEGAL SERVICES INC.

This Grant Agreement ("Grant" or "Agreement"), is made effective as of March 14, 2025, ("Effective Date"), by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the D.C. Department of Housing and Community Development (hereinafter referred to as "Department," "DHCD" or "Grantor") and University Legals Servcies, a District of Columbia non-profit corporation Grantee [DUNS No. Unique Entity Identifier (UEI) NUHRJ8ZMKLN8] (hereinafter referred to as "Grantee") with its principal place of business at 220 I St NE Ste 130 Washington DC 20002. Grantor and Grantee shall be collectively referred to herein as the "Parties."

RECITALS

1. The Department with offices at 1909 Martin Luther King Jr Avenue SE, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975, D.C. Official Code§ 6-1001 *et seq.*, and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Department is authorized to fund community based non-profit organizations that provide housing counseling services for low- and moderate-income persons.

3. On June 7, 2024, the Department published a Notice of Funding Availability ("NOFA") in the D.C. Register, which announced the forthcoming issuance of the Fiscal Year

("FY") 2025 Request for Applications ("RFA") for the Neighborhood-Based Activities Housing Counseling Services Program ("HCSP"). The RFA was issued on June 21, 2024, that solicited applicants to provide services to District of Columbia ("District") residents as a part of the Department's HCSP. HCSP includes Public Services ("PS"), and Non-Public Services ("NPS") as defined in Section I herein. U.S. Department of Housing and Urban Development ("HUD") approved counseling agencies employing one or more certified HUD counselors are eligible to provide both PS and NPS services, while organizations which do not have HUD approval status may provide PS services only. The RFA included an opportunity for applicants to provide one or more of seventeen (17) services listed in the RFA. These services include HUD-approved counseling in keeping with 24 CFR 5.100 and related Federal regulations (in 2 CFR Part 200, and 24 CFR Part 214) as well as services related to local DC programs which are administered by the Department. The RFA and the requirements set forth therein are also incorporated by reference herein.

4. The Grantee's RFA application demonstrates that its organization possesses project management, and organizational and administrative capacity to successfully perform as a nonprofit grant subrecipient under the Department's HCSP, and accordingly DHCD has determined to award a grant to the Grantee in FY 2025 ("25" or "2025").

5. The Grantor proposes to fund HCSP grant activities in FY 2025 from its allocation of Community Development Block Grant ("CDBG") funds authorized by Title I of the U.S. Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), 24 CFR Part 570.

6. As a condition precedent to disbursement of the Grant proceeds to Grantee for the sole and exclusive purposes described in Exhibit A (which includes the "Statement of Work" and the approved "Workplan", both attached hereto and made a part hereof), the Department requires that Grantee enter into this Agreement setting forth the terms and conditions of the Grant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are hereby incorporated by reference and made a part hereof.

Section I. Definitions.

A. As used herein, the following terms shall have the meanings indicated:

a) **Fiscal Year**: All references to Fiscal Year(s) ("FY") herein refer to the District Government fiscal year which is October 1st to September 30th
b) **Neighborhood Revitalization Strategy Area** ("NRSA") refers to the HUD approved areas of Wards 7 and 8 which have been designated as strategic areas for revitalization. Services to Ward 7 and Ward 8 regardless of whether Public Service or Non-Public Service, attributed to the NRSA.
c) **Non-Public Services** refers to 24 CFR 5.100 counseling services provided to clients in connection with the purchase of a specific home. All other 24 CFR 5.100 counseling is Public Service.
d) **Public Services** refers to all other services and may include group training and/or one on one counseling.
e) **Performance Periods**: The Performance Period is defined as the start date and end date for which Grant funds are awarded to execute an approved Workplan and Statement of Work in keeping with the RFA for FY 2025. (See Section IV below.)

Section II. Exhibits.

The Exhibits listed below and the terms and conditions of the same are incorporated herein and made a part of this Agreement.

A. Services to be Provided
- Statement of Work
- Section 3 from the FY 25 RFA: Services
- Workplan as approved by the Grantor

B. Budget
- Schedules A (3-1) and A (3-2) for the First Performance Period

C. Required Reporting Forms
- Monthly Performance Report on group trainings/orientations/workshops and one on one counseling (in connection with the Statement of Work and Workplan), as well as reports on DHCD certificates issued, outreach and marketing activities, and upcoming group trainings.
- Quarterly Beneficiary Data and Demographics for each of the following (a) PS, (b) NPS, and (c) NRSA activities.
- Quarterly Language Access Report (Optional)

- Quarterly Banking Report (as applicable)
- Quarterly Procurement Report (as applicable)
- Quarterly Submission of Minutes of Board of Directors Meetings

D Method to determine Client Eligibility for Services
E Budget Modification Form
F Drug Free Workplace Certification
G Service Area Eligibility
H Insurance Requirements
I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Section III. Grant Award

A. The Department shall make a Grant of the District's CDBG Entitlement Grant Federal Award No: B-24-MC-11-0001 ("CDBG Federal Award") to Grantee in an amount not to exceed One Million Forty-Seven Thousand Eight Hundred Fifty Nine Dollars and Ninety Cents ($1,047,859.90) (the "Grant") and is allocated as follows:

Sources and Uses of Funds:

Public Service ("PS") [CDBG EN]	$ 96,459.90
Non-Public Service ("NPS") [CDBG EN]	$ 281,400.00
NRSAs Ward 7 and Ward 8 [CDBG EN]	$ 670,000.00
TOTAL CDBG [EN]	$1,047,859.90

Notwithstanding the source of funds designated above, the Grantor reserves the right to provide funding from another source(s). In all instances, applicable Federal and District laws and regulations shall apply regardless of the funding source. The Grant award shall be used to fund a range of services which HUD has defined as Housing Counseling Services: Public Services and Non-Public Services by a HUD Approved Counseling Agency ("HCA").

The specific Grant activities are described in Exhibit A (attached hereto) which includes
(a) the Statement of Work,
(b) Lines of Services - Section 3.2 of the Request for Applications (RFA), and
(c) The approved Workplan

(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

C. The Grant services will benefit low-and-moderate income persons living in the District of Columbia. In keeping with recent Presidential Executive Orders, Grantees should only use grant funds for US citizens and should maintain such documentation to prove citizenship.[45]

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as Exhibit B. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.

D. The Catalog of Federal Domestic Assistance ("CFDA") number is 14.218.

E. The Uniform Administrative Requirements for Federal Grants are applicable to this grant award and are available online at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1. Also, the Grantee must comply with the Community Development Block Grants regulations 24 CFR part 570 that govern this award and other related HUD regulations, which are incorporated herein by reference.

Section IV. Grant Term and Periods of Performance

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2025. During this term, there are two Performance Periods. The First Performance Period is the Effective Date to September 30, 2025. The Second Performance Period is October 1, 2025, to December 31, 2025.

Funding for each Performance Period is in the sole discretion of the Grantor and requires meeting all due diligence requirements prior to award.

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[45] Examples of such document may include copies of unexpired state issued Real ID identification or driver's license, unexpired US passport or US passport card, active duty Military ID, current Green Card or Naturalization documents with state issued photographic identification.

The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of Grant funds or other Grant assets.

Section V. Statement of Work/CDBG Eligible Activities/Eligible Costs/Business Operations

A. CDBG Eligible Activities

1. Grantee shall use the CDBG Grant proceeds solely to fund Grantor-approved service activities that are intended to provide services and empower low- and moderate- income persons in the District of Columbia to make informed housing choices and achieve their housing goals, whether it's finding affordable rental housing, purchasing a home or obtaining financial assistance for critical home repairs.

The best way to provide this critical information to a client in order to assist them in their decision-making process is to adhere to 24 CFR 5.100[46] [in which a HUD certified counselor conducts (1) intake (2) financial and housing affordability analysis with affordability calculation (3) an action plan and (4) follow-up counseling to implement the action plan and achieve its stated goals].

The Grant services to be provided are described in Exhibit A. This description includes the major tasks, activities and project deliverables to be provided under this Grant. The Grantor reserves the right to alter or change the District of Columbia program requirements including eligibility, services provided, service methodology, service delivery and program goals during the performance period.

The proposed Grant activities are CDBG eligible activities pursuant to 24 CFR 570.201(e).

2. Grantee shall sponsor outreach events that inform the community about the Grant activities and participate in other community events as requested by Grantor.

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[46] 24 CRF 5.100: "Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling."

3. The Grantee must retain records which demonstrate that each activity funded under this Grant is CDBG eligible and document the amount of CDBG funds expended for each activity. This includes the activity itself, the outcomes, and the records concerning beneficiaries in keeping with subsection (B)(2) below receiving services. Any authorizations needed together with beneficiary statistical information should be obtained by the Grantee during intake or registration. HUD does not grant exceptions or authorize the District to make exceptions to this requirement.

B. CDBG National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention of slums or blight; 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. The Grantee certifies that the CDBG-assisted activities to be carried out under this Agreement will meet the National Objective of primarily benefiting low- and moderate-income persons (limited clientele activities) in accordance with Federal and District Requirements. The minimum threshold requires that at least 51% of the households served with CDBG funding must be low- and moderate-income households; provided however, that a Grantee whose application claimed additional scoring points for agreeing to provide Grant services to more than 51% low- and moderate-income beneficiaries, must adhere to the percentage they elected in their application.[47]

In accordance with the Grantee's election in their Application for a grant award and for receiving additional points in scoring, the Grantee has agreed to exceed the minimum requirement and to serve at least 90% low- and moderate-income beneficiaries.

Note: This percentage cannot be decreased as it was used for scoring in a competitive round of funding.

4. The Grantee shall disclose to any client that services are provided free of charge by a Grant funded by DHCD using Federal funds and therefore the Grantee has certain reporting

[47] In responding to the RFA published June 21, 2024, applicants were given the opportunity to receive additional points in scoring for committing to exceed the CDBG minimum threshold to either a 75% minimum or a 90% minimum.

requirements in order to provide the Grant services free of charge. The Grantee shall use appropriate forms to obtain a client authorization, as required, to comply with the terms of this Agreement and to meet HUD reporting requirements,

C. Staffing

Where HUD requires services are to be provided by a Certified HUD Housing Counselor, the Grantee shall comply with that requirement and not permit services reserved to HUD certified counselors to be provided by others.

To the extent applicable, Grantee agrees to secure the services of qualified personnel that are licensed and bonded in the District of Columbia to perform the CDBG Federal Award activities and services listed in Exhibit A.

Any changes in personnel or their general Grant responsibilities as set forth in Exhibit A are subject to the prior written approval of DHCD. In this regard, it is essential that the Grantee immediately report terminations and proposed new hires to the Grantor.

D. Business Operations

1. Grantee shall observe business hours of operation onsite in their service location(s) that align with District Government hours of operation specifically Monday through Friday 9:00 am to 4:30 pm (DC holidays excepted)[48] and shall ensure that sufficient staff are on site at Grantee's place of business to carry out Grant services.

2. During the hours of operations, Grantee shall have live answered telephones for incoming calls. If the Grantee's phone system utilizes an auto-attendant function or voicemail, announced option to the caller must include an option to press a certain key (such as "0" for an Operator) to be connected to a staff person in real time who can answer and field questions, redirect a caller to a staff person who can address a caller's inquiries, or provide registration information. DHCD and other DC agencies such as the Office of the Attorney General may check Grantee's compliance with this requirement from time-to-time.

[48] DC Holidays include New Year's Day, Dr. Martin Luther King, Jr. Holiday, Washington's Birthday, DC Emancipation Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Day.

E. Grantee may offer clients virtual appointments as well as virtual group informational or educational activities, but Grantee shall also provide clients an option for in-person services (including both in-person one on one appointments as well as some in-person group informational or educational activities.) The Grantee shall not refuse in-person services to DC residents.

F. Housing Resource Center (HRC) and Late Night Hours: As required by the RFA, "Applicants selected for the award shall participate (in a regular rotation) in staffing onsite at the Department's Housing Resource Center (HRC). The HRC provides services to DC residents by appointment and walk-ins." The HRC is located in the Grantor's offices at 1909 Martin Luther King Jr Av SE. The HRC coordinator, in conjunction with the Associate Director for Community Services, will develop a schedule in consultation with Grant subrecipients for staffing the HRC on a rotating basis on weekdays.

RFA applicants were awarded additional points in their score by committing to "Extended Office Hours." The options included providing office hours until 7:00 pm at least one (1) day a week in their office location and/or until 7:00 pm at least two (2) days a month in the HRC.

In accordance with the Grantee's selection in their Application for grant award and funding, the Grantee has committed to serve Extended Office Hours Extended Office Hours until 7:00 pm one (1) day a week in their office and one (1) day in the HRC.

Section VI. Disbursement/Required Support Documentation

A. Reasonable, Allowable, Necessary, Allocable

1. Grantee may request reimbursement for actual expenses incurred to provide services and as described in the Grant Budget (A 3-1 and A 3-2). Requests must meet all four criteria: reasonable, necessary, allowable, and allocable. (2 CFR 200.305)
   a. ***Allowable costs.*** Reimbursements are limited to the expenses directly related to activities supported by the grant activities and are subject to the regulations of the Federal and District Governments. Expenses related to activities should be necessary, reasonable, allowable and allocable.
   b. ***Limitations on allowable costs.*** A grantee may not use an indirect cost rate to determine allowable costs under its grant.
   c. **Some *Unallowable costs.*** Expenses that are not allowable include (but are not limited to) sales tax, late fees, debts, tips & gratuities, food, alcohol, controlled substances, cash reserves or investments, money given to individuals (including

donations, grants or loans), contributions to organizations, costs of fundraising, fund development, grant writing, advocacy, lobbying, and purchase of goods or services for personal use or benefit.

2. In addition, Grantee must demonstrate to the reasonable satisfaction of the Grantor that Grant performance milestones have been achieved. All requests for payment of eligible expenses shall be associated with the budget line items specified in Exhibit B (Budget Schedule A (3-1), estimated cost invoices and satisfactory Grant performance.

3. Grantees may not be reimbursed for expenses paid through Cash app or other similar peer-to-peer payment platforms, since such platforms create issues for recordkeeping, auditability, and compliance with grant regulations.

4. The Grantee shall not supplant funds or seek reimbursement for expenses that may be reimbursed by another grant (Federal, District, or private) either prior to or subsequent to reimbursement by the Grantor.

5. The Grantee must have the capacity for bookkeeping and accounting services required to track Grant expenses and create payment requests in keeping with Federal and District requirements, either on staff or by a third-party contractor.

6. The Grantee shall create and submit payment requests in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the Grantee to create and submit invoices by selecting the applicable purchase order number which is listed on the Grantee's profile.

7. All Grantees must be registered in the portal prior to invoice submission. The vendor portal website is **https://cfo.dc.gov./supplier_portal**. Please log onto the portal for further details and instructions. Questions can be submitted to **suppliers@dc.gov**.

B. Form of Submission of Payment Requests

1. The cover sheet to the reimbursement package must be the 30A Form of the Department [RCSD DHCD 306A Revised October 2024]. No other cover sheet is needed. This form should contain the Purchase Order Number, the IDIS Number, and the Partial Payment Number in accordance with Department's guidelines.

Payments requests are contingent upon certification by the Grantee in the following form as contained on the 306A (RCSD DHCD 306A Revised October 2024). The Certification is to be made by the chief executive officer, or the chief financial officer or the chief operations officer if the Governing Board has authorized this officer to act on behalf of the board to sign.

"I certify that all items, quantities and prices of work and material shown in the requisition are correct to the best of my knowledge and belief. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information , or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812." (2 CFR 200.415)

2. Page 2 and Page 3 shall be the Reimbursement Request A 3-1 and A 3-2.

3. Page 4 shall be the Invoice Cover Sheet with:
   a. A unique identifier (e.g. a row number or brief alphanumeric code) shall be assigned by the Grantee to non-personnel invoices and with the same unique identifier marked on each and every supporting document (e.g. receipt, proof of payment, cancelled checks, contracts, scopes of works, services rendered, vendor statement or document, Grantee's notes) submitted. The unique identifier shall be listed on the invoice cover sheet.
   b. Vendor's name
   c. Remittance address
   d. Invoice number
   e. Invoice date
   f. Contract number (also known as Grant Number)
   g. Purchase order number (if any)
   h. Invoice Amount
   i. The Amount which the Grantee is requesting reimbursement
   j. Quantity of goods/services delivered. Deliverables. Shipping and payment terms
   k. Other substantiating documentation that justifies and supports the payment request.

4. Page 4 and subsequent pages as needed shall include the supporting documents for the reimbursement request including signed timesheets, payroll reports, invoices from vendors marked as described above. (See Section E below.)

C. HUD Related Requirements

1. Federal regulations require that reimbursement under the Grant is tied to (a) beneficiary data reporting and (b) program performance. Failure to meet reporting deadlines for performance and/or beneficiary service data will suspend temporarily the processing of Grantee payment requests. Staff unavailability does not waive the requirement to meet reporting deadlines, and Grantee shall ensure that adequate staff are trained or cross-trained to prepare and submit reports timely.

2. The Grantee should be aware that HUD maintains an *Integrated Disbursement and Information System* ("IDIS"), a database in which the Grantor must make reports during the performance period on each Grantee's account. HUD flags subrecipient accounts when reporting is not provided by a deadline. Such a flag shall constitute a default. Multiple flags or failure to meet the conditions for HUD to remove a flag may result in suspension or termination in keeping with Section XII (C) of this Agreement.

D. Schedule for Submission of Reimbursement Requests

1. Requests for reimbursement shall be submitted in a timely manner by the date due. Failure to meet a deadline shall constitute a default.

2. On the 10th day of each month, the Reimbursement Request shall be for the prior month; provided however, the September reimbursement request must be submitted earlier in October on the date specified by the Office of the Chief Financial Officer of the District of Columbia, which is usually between the 5th and 7th day of October. *(Grantee may wish to use other funding sources for the late September payroll to facilitate meeting the deadlines.)*

3. In order to close-out the grant by September 30th, the October request should be the only request submitted in September.

4. The monthly schedule for submission is as follows:

Month	Due Date
March	April 10th
April	May 10th
May	June 10th
June	July 10th
July	August 10th
August	September 10th
September	October 5th or 7th as specified by the DC CFO
October	November 10th
November	December 10th
December	January 10th
January	February10th
February	March 10th

5. As applicable, expenses incurred pursuant to a project commitment in IDIS that has been approved by the Grantor and are otherwise eligible for reimbursement at the Grantor's sole discretion, may be reimbursed, regardless of when those expenses were incurred.

E. Source Documentation

1. All costs and obligations incurred under this Grant Agreement must be supported by source documentation (e.g. invoices, receipts, contracts, canceled checks, etc.). Documentation may also include approved time distribution sheets and certified payroll reports for employees and contracts.

2. The Grantee must satisfy all documentary requirements to the reasonable satisfaction of the Grantor prior to the disbursement of Grant funds.

F. Requirements Applicable to Disbursed Funds/No Escrow

1. Grantee shall not escrow Grant funds. However, nothing shall prohibit the Grantee from supplementing funding for these activities from other sources including other grants, funders or donors.

2. Any cash advances disbursed pursuant to this Agreement must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate

cash requirements of the Grantee in carrying out the purpose of the Grant. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct Grant program or project costs and the proportionate share of any allowable indirect costs.

3. If at any time it is determined that more Grant funds are disbursed to Grantee than what was required by the Grantee's immediate disbursement needs, Grantee shall immediately return to Grantor the excess funds.

4. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations or fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee.

G. The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect cost rate, as further described in Section (C)(4) and Section (C)(5) (Reporting Requirements) below.

H. In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant proceeds within three (3) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant proceeds, unless another date shall be agreed to be the parties in writing. The Grantor reserves the right to recover such losses by any legal remedy available.

Section VII. Budget Modifications

A. Any amendments to the budget (change in the amounts specified in the individual cost categories set forth in Exhibit B). may be approved by the Grant Administrator, so long as the total amount of the budget is not exceeded.

B. Any increase in the total Grant amount must be approved by the Director of the Department. If the change is made at the request of the Grantee, the request shall be in writing dated and shall be submitted on a Budget Modification Form, attached hereto as Exhibit E.

1. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and dated using the appropriate excel format or the appropriate online portal if available.

2. The Grantee shall make modification requests by June 1st, to allow sufficient time for processing prior to the start of the fourth quarter of the fiscal year. No more than two modifications may be required in the performance period. Requests for modification to the budget shall not be approved after June 1, 2025, except for extenuating circumstances specified in writing, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion.

3. The Department will not approve reprogramming of personnel funds for positions not filled in compliance with this Agreement and Grantee's personnel policies submitted to Grantor. If at any time DHCD requires a more detailed budget breakdown than the one contained herein, the Grantee shall provide such supplemental budget information in a timely fashion and in the form and content prescribed by DHCD.

Section VIII. Conditions Precedent to Grant Closing and Grant Disbursement

Grant closing shall mean the date on which Grantee has satisfied all conditions precedent to execution to the satisfaction of the Grantor, at which time both parties have executed and delivered the Grant Agreement. No Grant proceeds shall be disbursed prior to Grant closing.

The following conditions must be met prior to Grant closing:

A. Eligibility Determination. Determination by the Grantor that Grantee's proposed Grant activities meet eligibility and national objective requirements specified by the CDBG Program regulations at 24 CFR §§ 570.200 through 570.209. Grantor has determined that the proposed Grant activities are eligible for CDBG Program funding pursuant to 24 CFR 570.201(e) (provide housing counseling services to low- to moderate-income households).

B. Environmental Clearance. Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historic preservation reviews, and HUD has issued an approval of the release of funds.

C. Due Diligence Submissions. The following items must be delivered to DHCD for approval prior to Grant execution and Grant closing:

1. Articles of Incorporation, organizational by-laws and certification of nonprofit status.
2. Board/Corporate Resolution, memorializing
   a. the Grantee's intent to enter into this Agreement
   b. identifying the total Grant amount of the award
   c. identifying the Grant Number
   d. identifying the funding source(s) of the award, and
   e. identifying the authorized person by name and title who is authorized to sign on behalf of the corporation to enter into this Agreement.
3. Certificate of Good Standing
   a. issued by the DC Department of Licensing and Consumer Protection (DLCP)
   b. certified within 6 months of the Effective Date of this Agreement.
4. Certificate of Clean Hands
   a. issued by the DC Office of Tax and Revenue (OTR)
   b. certified within 90 days of this Agreement.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia to carry out the Grant activities.
6. Evidence that Grantee has obtained insurance, as provided in Exhibit H. If the renewal period for any insurance requirement occurs during the Grant performance period, the Grantee is required to submit to the Grantor evidence (Certificate Of Insurance) of insurance renewal to cover the remaining Grant performance period.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Effective Date.
8. An Affirmative Action Plan ("AAP") must be submitted by the Grantee for review and approval by the District prior to Grant execution and the disbursement of any Grant proceeds. The AAP shall be in a form to be determined by the District and must detail the Grantee's efforts to comply with the District's goals for achieving equal employment in District government contracts and set forth specific standards for the utilization of minorities in all job categories, as required by Mayor's Order 85-85 and District law.
9. Drug-free Workplace Certification (Exhibit F).
10. Debarment affidavit and verification confirming that Grantee is not debarred or suspended or otherwise excluded from or ineligible for participation in federal or District assistance programs under Executive Order 12549 or District law.

D. Opinion of Counsel. Grantee shall submit a written opinion of the Grantee's attorney, which states that the attorney has read the Grant documents and that the Grantee:

- Is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary.
- Has the full authority and legal right to carry out the terms of this Grant Agreement and all documentation required hereunder to be executed by Grantee; and
- Has taken all actions to authorize the execution, delivery and performance of this Grant Agreement and any documents required to be executed in connection with the Grant according to their respective terms

The Opinion shall further state that none of the aforesaid actions, undertakings or agreements violate any restriction, term, condition or provision of the Grantee's organizational documents or any contract or agreement to which Grantee is a party or by which it is bound. The Opinion must identify the Grant Agreement by name and Grant number, and the counsel must specifically identify the documents upon which the Opinion is based.

E. Current on District Obligations. Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant, including all local taxes and charges affecting Grantee's business.

F. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Proceeds, including, but not limited to the Council of the District of Columbia and the Chief Financial Officer of the District of Columbia.

G. Clearance Approval issued by the DHCD Office of Program Monitoring.

Section IX. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. The Grantee shall cure all report deficiencies identified by the Department and resubmit for approval by the Grantor within 14 calendar days of the notification. The requirements of monthly and quarterly reports [VII.(A) and (B) are in Exhibit C.]

A. Monthly Reporting

Monthly Performance Reporting. The Grantee shall use the online reporting portal provided by the Grantor and shall provide a complete performance report by the 10th day of each month reporting on Grant activities, accomplishments and performance of the prior month. Failure to submit the report by the tenth day of the month following the end of each

month shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

B. Quarterly Reporting

On the 10th day of January, April, July, and October, the following quarterly reports for the previous three months shall be due and provided by the Grantee in the form and method required by Grantor:

1. Quarterly Report on **Beneficiary Data and Demographics** (separate reports for PS, NPS and NRSA).

2. **Banking Report** (as applicable)

3. **Non-expendable Equipment Inventory Report** (as applicable) (the purchase or lease of non-expandable equipment). The purchase of all computer equipment must have prior approval from the Department.

4. **Procurement Report** (as applicable).

5. Copies of the **Minutes of the Board of Directors** meetings, which took place during the previous quarter; and

6. **Language Access Report** (optional) – If services are provided in languages other than English, we encourage a language access report to be made.

Failure to submit any or all Quarterly Reports by the tenth day of the month following the end of a quarter shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

C. Additional Report Requirements

The following reports are due to the Department within the timeframes indicated below. If these documents were previously submitted, they must be updated and resubmitted.

1. Fringe Benefits Report

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects funded from the proceeds of this Grant shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefits rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the change. The report shall be submitted to DHCD within fifteen (15) days of Grant execution.

The fringe benefits rate for any personnel costs funded by this Grant shall not exceed 20% of the base salary rate indicated in Schedule A Form A (3-2) of the budget (Exhibit B).

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to the date of the Offer Letter.

All personnel costs approved under this Grant Agreement must be filled within ninety (90) days of Grant execution or within ninety (90) days of the vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than ninety (90) days, whether intermittent or consecutive, at any time during the Grant period may result in the loss of funds for the position.

Grantee must submit transcripts of training or continuing education for individual staff and counselors to the Grantor.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with CDBG funds, in accordance with the requirements specified in 2 CFR Part 200 (Exhibit D). The property inventory list must include, at a minimum, a short

description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

a. The Grantee shall submit a budget and Cost Allocation Plan showing its direct and indirect costs and the allocation of such costs to the Grantee's activities, including the administration of the activities and services provided under this Agreement. The plan must show all allowable and unallowable costs and how such costs are included in the direct and indirect costs in accordance with 2 CFR Part 200.

b. A current Cost Allocation Plan must be submitted no later than thirty (30) days following Grant execution.

c. The Cost Allocation Plan must include all sources of funding for the Grantee, including this, Grant and to which program/cost centers each source has been applied using the Grantee's chart of accounts (referencing individual budgetary line items).

The Grantee must provide:

i. the total amount of funding from each funding source,
ii. the total staff employed by the Grantee, regardless of funding source, staff allocation per grant/program and the estimated percentage of time spent per grant program.

d. As required by HUD, the Cost Allocation Plan is subject to approval by the Grantor. The Grantee shall cure any defects or omissions in the Cost Allocation Plan within 60 calendar days of the notice to cure.

e. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. The waiver request must detail the reasons for the waiver request and include a copy of the relevant audited financial statements.

f. Claims for reimbursement of documented Grant expenses shall comply with 2 CFR Part 200 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.

5. Indirect Cost Rates

a. Grantees may request reimbursement for indirect costs based on their Cost Allocation Plan. The Cost of Allocation Plan must be reviewed and approved by the Grantor. The Grantee is required to keep records of the expenses charged to the Indirect Cost Rate for monitoring and close-out.

Grantees with Indirect Cost Rates are required to use their indirect cost rate. Grantees with provisional rates must demonstrate the rate is not expired or that it is currently used by a Federal Agency in awarding Federal funds to the Grantee during the current Fiscal Year. Other Grantees may use the Federal *de minimis rate* of 15%. In either case (*De Minimis rate* or Federally Approved rate), Grantee shall maintain records (available during monitoring, or close-out or upon request) indicating which costs in the cost allocation plan and the dollar amount have been attributed to the Indirect Cost.)

Indirect cost rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with supporting documentation. DHCD will not make adjustments to indirect cost rates after June 1st.

The Grantor does not issue or award Indirect Cost Rates.

Grantees who wish to obtain a Federally authorized Indirect Cost Rate are encouraged to contact the "Cognizant Agency" which is the US Department of Health and Human Services.

b. For all personnel costs funded under this Agreement, Grantee must maintain documentation for use of indirect cost funding and provide the same when requested for verification of expenditures in keeping with the approved cost allocation plan, including, but not limited to cancelled checks, employee signed and supervisory approved employee time sheets, invoices and bank records.

c. Expenses charged to an indirect cost rate must be accompanied by and cross-referenced to and reconciled with an independent audited financial statement, which accounts for all (grant funded and non-grant funded) activities by the Grantee during the fiscal year in which the indirect cost rate is based.

6. Organizational Audit

Grantee must submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year.

Note to All Grantees: All Grantees must ensure their financial records are available for review or audit by appropriate officials of the Federal Government and the District Government.

7. Auditor's Management Letter.

Grantee shall submit an auditor's Management Letter to the Grantor at the time it submits the annual audit.

8. Procurement Policy. Accounting Policies and Procedures. and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution, the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of the Grant. These policies and procedures shall be in accordance with the requirements of 2 CFR Part 200. The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

If the Grantee has previously submitted these documents, and the documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a certified statement (the "Re-certification Letter") to the Grant Administrator indicating when the most current document was submitted to the District and certifying that no changes to these policies and procedures have since been made.

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D. Summary of Report Deliverables and Receipt Due Dates:

	Report	Receipt Due Date
1	Monthly Performance Report	No later than the 10th day of each month
2	Quarterly Beneficiary Data	No later than January 10th, April 10th, July 10th and October 10th – a separate report for each use: PS-NPS-NRSA
3	Language Access Report (Optional)	No later than January 10th, April 10th, July 10th and October 10th
4	Fringe Benefits Report	Within 15 days of Grant execution
5	New Hires/New Employees Information (Job Description & Resume) HUD certificate if certified counselor	10 Days prior to the Offer Letter of Employment being sent to the candidate
6	Notice of Vacant Position	Within 10 days following the vacancy
7	Non-expendable Equipment Report	Within 15 days of Grant execution and quarterly thereafter
8	Procurement Policies and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
9	Accounting Manual and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
10	Cost Allocation Plan (based on and tied to the most recent audit)	Within 30 days of Grant execution
12	Independent Financial Audit	Within 90 Days of the Close of the Grantee's Fiscal Year

	Report	Receipt Due Date
13	Single Audit Report (if applicable)	Within 30 Days of submission to the Federal Audit Clearinghouse
14	Auditor's Management Letter	Submitted with the submission of the Audit
15	Requests to revise Budgets and/or Workplans	Prior to the 1st day of June
16	Grantee's Close-Out Report (Section XV.) Inventory Report & Annual Report	Within 90 Days of the end of the Term of the Grant.
17	HUD 9902	Within 30 Days of Submission to HUD
18	HUD Monitoring Report	Within 30 Days of Receipt from HUD monitor or the HUD intermediary monitor.

Section X. Accounting/Audit Requirements

A. Accounting System

1. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in Exhibit B.

2. Accounting records should be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.

3. Any funds provided to the Grantee or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest-bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

Grantee shall submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year, contingent on the following:

1. Grantees receiving an aggregate of $1,000,000 or more from all funders in Federal funds must in accordance with Federal regulations obtain an independent audit (Single Audit Act of 1984 , Single Audit Amendments Act of 1996, and 2 CFR Part 200). A standard audit may be supplied pending the completion and submission of the Single Audit.

2. Grantees:
   (a) Required to be audited by any State or political subdivision(s) thereof (whether by statute or regulation) or
   (b) Who conduct an audit to submit to any government or private funder, or foundation or corporate funder or
   (c) Whose governing body or senior management obtains an audit,

   shall be required to submit that audit to the Grantor upon receipt of the same.

If the Grantee is not audited in accordance with (1) and (2) above, the following shall apply:

3. A Grantee whose corporate entity receives or expends less than $999,999 as reported to the Internal Revenue Service in the 990 Tax Return without amendments, deletions or summarized details must file with the Grantor a financial report prepared by an independent Certified Public Accountant and certified by the same that contains:
   - income statement or Statement of Activities,
   - balance sheet or Statement of Financial Position,
   - statement of Functional Expenses by program or cost centers such statement to break out separately the Grantor's funding by Grantor's program(s) separately from all programs or cost centers used.
   - statement of cash flows, and
   - independent review and certification of the financial statements including a review of the management's financial internal controls.

   In addition, the nonprofit organization must file a biennial audit that covers both years within a biennial period. See 2 CFR Part 200, Subpart F.

4. The Grantee shall fully clear any deficiencies noted in the audit reports within sixty (60) days after receipt by the Grantee.

5. . Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default of this Grant and may result in the withholding of future payments and/or debarment from participation in future Grants.

Section XI. Grant Administration

The Grant Administrator is:

William Winston
Associate Director for Community Services
DC Department of Housing and Community Development
1909 Martin Luther King Avenue SE, Room 304
Washington, D.C. 20020.

The telephone number is (771) 208-9628. All concerns regarding the technical implementation and interpretation of this Grant are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line-item changes and terms) where there is no dollar increase.

Section XII. Repayment of Grant Funds/Grant Performance Monitoring Default and Remedies

A. HUD Monitoring

The Grantee is subject to monitoring by HUD and agrees to provide all required information, data, records, files including client files, case notes, correspondence and emails, reports, beneficiary data, performance data, financial records, supporting documentation, to satisfy HUD monitoring. Notwithstanding the date of a finding by HUD, should HUD make a finding, the Grantee shall be responsible to cure the defect, and should HUD require repayment of Grant funds for any reason to the Federal Government, the Grantee shall be responsible for repayment in the amount specified by HUD. Repayment shall be made to the District of Columbia and by the District to the Federal authority in satisfaction of the HUD requirement. HUD monitoring is not confined to the performance period but extends through the record retention period provided in Section XV.

B. Grant Performance Evaluation

1. DHCD will monitor the performance of the Grantee to ensure that the goals and performance standards stated in the Statement of Work and Work Plan and RFA are being achieved according to schedule and within budget.

2. All records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. Grantee shall make timely submission of all information and/or records requested by DHCD or HUD to assess performance under the Agreement.

C. Suspension or Termination of Grant Assistance

1. In accordance 2 CFR 200.340 and 200.341 and 200.343, suspension or termination of CDBG Grant assistance may occur according to the Default provision in subsection D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner.

2. If Grantee fails to correct the substandard performance within thirty (30) days after receiving written notice from DHCD, suspension or termination of this Agreement will be initiated.

3. In accordance with 2 CFR 200.340(a), suspension or termination of Grant assistance may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

Subject to any applicable notice requirement and right to cure, the occurrence of any of the following shall constitute an event of default:

1. Failure to comply with any of the CDBG Program rules, regulations or provisions referred to in this Agreement, or such other Federal or District statutes, regulations, executive orders, District of Columbia mayoral orders, HUD rulings, policies or directives applicable to this Grant:

2. Failure to comply with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement.
3. Substandard performance by the Grantee or any of its agents under this Agreement, as determined in the sole and reasonable discretion of DHCD; or
4. Improper use of funds provided under this Agreement.

A determination of default shall be made in the sole and reasonable discretion of DHCD.

E. Remedies for Default

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of a written notice to the Grantee, Grantor may take one or more of the following actions, as determined in its sole discretion:

1. Terminate and suspend further disbursement of any remaining Grant assistance.
2. Disallow all or part of the cost of the activity or action that is not in compliance with this Agreement.
3. Wholly or partially suspend or terminate the current Grant award; or
4. Take other legal remedies that may be available.

F. Termination for Convenience

The Grant may be suspended or terminated on the basis of convenience as provided in 2 CFR 200.340(a).

G. Reversion to DHCD of Grant Assistance

1. Upon default by the Grantee under the terms of subsection D above, which has not been cured, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request the following:

i. Any Grant funds in its possession (whether or not committed),
ii. Any accounts receivable attributable to the use of Grant funds; and
iii. The portion of any income directly generated by (or the prorated proportion of) Grant funds for the activities described in this Agreement.

2. Upon final completion of the projects and activities for which CDBG funds have been provided by DHCD, expiration of the term of this Agreement, cancellation, or determination of this Agreement, the Grantee shall transfer any unspent, excess or surplus CDBG Grant funds, to include accounts receivable attributable to the use of the CDBG funds.

H. Grantor Non-Waiver

DHCD's delay or failure to act with respect to a breach by the Grantee does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section XIII. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, and 2 CFR Part 200, as deemed applicable by the Grantor. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Fund Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Organizational Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter arising from this Grant Agreement.

D. Cancellation Ceiling

In the event of cancellation of the Grant because of non-appropriation of funds for a specific fiscal year, there shall be a cancellation ceiling of zero dollars.

E. Anti-Deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, Grantor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code§ 47.105. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-Deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section XI. of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements.
2. Performing technical evaluations as required.
3. Interpreting the Statement of Work and other language in the Grant.
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with the District and other laws and regulations applicable to the Grant.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

Jane Brown
Executive Director
University Legal Services, Inc.
220 I Street, NE
Washington DC 20002
(202) 547-4747
jbrown@uls.org www.uls-dc.org

H. Misuse of Grant Funds

Any alleged fraud, waste, abuse or mismanagement of Grant funds shall be immediately reported to the Grantor and the District of Columbia Office of the Inspector General ("OIG"). The OIG may be reached at (202) 724-TIPS (8477) and (800) 521-1639 or at oig.dc.gov

I. Nonassignability

Grantee will not sell, assign, pledge or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

Section XIV. Insurance

A. The Grantee shall obtain at least the minimum insurance coverage set forth in this Section XIV. and Exhibit H prior to the Effective Date and keep such insurance in force, as may be applicable, throughout the Grant period of performance.

B. Fidelity Bond: The Grantee must procure Fidelity Bond coverage in an amount equivalent to the total Grant budget. Pursuant to 2 CFR Part 200, Fidelity Bond coverage is required to protect the District's interest in the dollar amount of the Grant. Should Grantee be unable to procure a Fidelity Bond, Grantee shall submit proof that it has obtained general liability insurance that covers internal employee criminal activity or directors' and officers' liability insurance.

Section XV. Records Retention/Access

A. Records Retention

The Grantee shall retain all records demonstrating compliance with CDBG requirements and that are pertinent to this Grant for no less than five (5) years from Close-out of this Grant Agreement, including any extension thereof made in accordance with Section XVI. [Option to Extend] and including but not limited to Close-Out in IDIS of any HUD requirements. See Exhibit 5.1 in this link: https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-5.pdf

B. Extension of Retention Period

Notwithstanding the foregoing retention requirement in paragraph A above, if any litigation, claim, HUD monitoring or audit is initiated before the expiration of the retention period, records shall be retained for a period of not less than four (4) additional years following completion of the actions and resolution of all proceedings (e.g. litigation, claim, HUD monitoring or audit) involving the records.

C. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility, progress and achievement toward program goals and secure such records in a manner subject to applicable privacy laws. Such data may include, but is not limited to, client name, address, income level, case notes, correspondence and a description of service(s) provided. The Grantee shall use software which is HUD compliant to maintain client records. The Grantee shall transmit client records and files in a manner that is compliant with HUD's Personally Identifiable Information (PII) requirements.

D. Access to Records

All Grantee books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Grant funds shall be made available to the Department, HUD, its designee, representatives of the Inspector General of the District of Columbia or the Office of the DC Auditor at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.

E. National Objectives

The Grantee agrees to maintain documentation that demonstrates that the activities carried out with CDBG funds provided under this Grant meet the CDBG national objective of benefiting low- and moderate-income persons, as defined in 24 CFR part 570.208.

F. Copyright

If this Agreement results in any copyrightable material or inventions, DHCD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Section XVI. Federal and District Public Policy Requirements

Grantee shall fully comply with the following Federal and District policy requirements, as deemed applicable by Grantor:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federal-assisted and federal conducted programs and activities .

C. The requirements of Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

D. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.-) and implementing regulations at 24 CFR I part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

E. The requirements of Executive Order 11246, as amended by Executive Orders 11375. 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

F. The Conflict of Interest provisions of Federal and District laws strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of Federal funds to comply with 2 CFR 200.317 to 200.327 and

any sections of Title of 24 the Code of Federal Regulations concerning CDBG funding which are more restrictive than the Uniform Guidance Code for use of CDBG funds. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within (fifteen) 15 business days of execution of the Grant Agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict-of-Interest declarations to be executed by each employee and board member.

G. The Hatch Act. Chapter 15 of Title V. United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

H. The National Environmental Policy Act or other legislation implemented by 24 CFR part 58.

I. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement as Exhibit F.

J. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991H FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.

2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any grant,

or the entering into any extension. continuation. renewal, amendment of modification of any grant.

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and

c. He or she will include the language of the certification in all sub- grant awards at any tier and require that all recipients of sub-grant awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this Grant imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure, as the applicable grant shall so provide.

K. The Americans with Disabilities Act of 1990 (ADA) - Notwithstanding anything contained herein to the contrary, during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

L. The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are applicable pertaining to economic opportunities for low and very low-income persons. 24 CFR part 135.

M. First Source Program - Contractors and subcontractors of a government-assisted Project totaling $300,000 or more must comply with the District's goals for the recruitment, referral and placement of District residents. See D.C. Law 5-93, as amended, D.C. Official Code§ 2-219.01 et seq.

Section XVII. Close-Out Provisions

Activities and tasks during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor, and determining the custodianship of records (which shall remain the responsibility of the Grantee unless a determination is made otherwise). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over District appropriated funds and the record retention period, whichever is longest. Grantee shall submit the following items within the time frames indicated in this Section after completion of Grant activities or expiration or termination of this Agreement.

1. All activities are eligible, were completed and met a national objective.
2. All grant funds were expended in full, or all remaining funds are to be returned to Grantor.
3. All reporting requirements were completed and submitted (except for the final report that is submitted during the closeout process).
4. Any special conditions were met; and
5. All deficiencies or corrective actions affecting the Grant were resolved.

A. Grant Close-Out Report

The Grantee shall submit to the Grantor a Grantee's Close-Out Report ("Report") within ninety (90) days after expiration of the Grant term, termination of the Grant, or final payment for activities under this Agreement, whichever occurs later. This Report, at a minimum, shall include a narrative of the Grantee's completed tasks based on the activities, performance measures and goals set forth in the Statement of Work. The Report shall be completed using a form provided by the Grantor. The Grantee shall provide any information or data Grantor requests for Close-Out. In the Grantor's sole discretion, the reporting provided during the term of this Agreement may be accepted in lieu of the Grantee's Close-Out Report if those reports contain all information required in this section.

B. Documentation of Expenses

Within ninety (90) days after the expiration of the Grant, the Grantee shall provide to Grantor documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses.

C. Equipment Inventory

The Grantee shall submit to Grantor a list of all furniture, fixtures, equipment and vehicles purchased with Grant funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with 2 CFR Part 200.

D. Audit

The Grantee shall submit an audit or financial statement, as applicable, and as provided in Sections IX and X. of this Agreement.

E. Transfer of Records

Grantee shall, within ninety (90) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

F. Grantee's Obligations

The Grantee's obligations to DHCD remain in effect through the period of record retention as stated in Section XV.

Section XVIII. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion, and if legally permitted, extend the term of the Grant no more than two (2) times for one-year terms, or any fraction of one year, or multiple successive fractions thereof.

B. Grantor will endeavor to provide Grantee a preliminary written notice of its intent to extend at least thirty (30) days before the end of the Grant Term. The preliminary notice does not commit the District to an extension or authorize additional Grant funds to Grantee.

C. Any extension of this Grant is contingent upon the appropriation of funds for the applicable time period. However, the availability of funds shall not obligate the District to extend the Grant.

Section XIX. Total Agreement

The Grant Agreement, including specifically incorporated documents (to include the approved Statement of Work, the Work Plan, the approved Budget and the Grant attachments) constitute

the total and entire agreement between the Parties. Grantee understands and agrees to comply with the incorporated references contained in this Agreement and all applicable District and Federal laws and regulations.

Section XX. Applicable Law.

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia, unless otherwise controlled by federal law. In any proceeding relating to this Grant Agreement, each of Grantor and Grantee, hereby irrevocably submits to the jurisdiction of the Courts of the District of Columbia for the purposes of any suit, action or proceeding arising out of or relating to this Grant or transactions contemplated hereby.

Section XXI. Severability.

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XXII. Amendment.

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Grant activities, or the amounts specified in the Budget without the prior written approval of Grantor. The Grantee may request in writing approval of any proposed change to the Statement of Work or Workplan or the amounts specified in the eligible cost categories of the Budget and shall provide adequate supporting information and a revised budget along with its request. All such requests must be signed and dated.

Section XXIII. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or fully, by the Department.

1. The written or printed materials must include the authorized DHCD logo.

2. Written or printed materials include, but are not limited to, newspaper, radio and television announcements or advertisements, websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.
4. Grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to Grantee.
5. Grantee must provide copies of all marketing materials, brochures, flyers and other materials that publicize grant-funded activities to Grantor via email at dhcd.occo@dc.gov

Grantee shall publicize, as appropriate, to its constituency through social media, print, and online postings, DHCD communications and events that are related to Grant supported activities.

Section XXIV. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code§ 2-531 *et seq*. provides for the disclosure of public information. Specifically, the law provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Official Code § 2-170 l (13) .

This serves as your Notification that information /documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code§ 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXV. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, homeless status, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Sexual harassment is a form of sexual discrimination which is prohibited by the Act and Mayor's Order 2023-131 (Updated District Government Sexual Harassment Policy, Guidance, and Procedures), which is attached hereto as Exhibit I.

The prohibition against workplace sexual harassment extends to third parties doing business with or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies. By executing this Agreement, Grantee affirms that it will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1 I 00 et seq. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated.

Section XXVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addresses:

NOTICE TO GRANTEE:

University Legal Services, Inc.
220 I Street, NE
Washington DC 20002
Attn: Jane Brown (Executive Director)

NOTICE TO GRANTOR:

D.C. Department of Housing and Community Development
Community Services
1909 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
Attn: Director

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTOR SIGNATOR PAGE]

DISTRICT OF COLUMBIA, a municipal Corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Colleen Green
Director

Legal Review:

Julia Wiley
Office of the General Counsel
Department of Housing and Community Development

3/14/25
Date

[Signatures continue on the next page]

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTEE SIGNATURE PAGE]

UNIVERSITY LEGAL SERVICES INC.
a District of Columbia non-profit corporation

Jane Brown
Jane M. Brown , Esq.
Executive Director

3/18/25
Date

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit A Services to be Provided

- Statement of Work
- Section 3.2 Services (from the FY25 RFA)
- Workplan as approved by the Grantor

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education and training services to support DHCD's housing programs and initiatives, and to promote compliance with District housing regulations. All of the services are intended to empower potential homeowners, actual homeowners, and tenants for the purpose of preserving of affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership; (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached workplan and performance measures. Marketing and outreach for the services provided is a activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of these service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling; (b)the Grantee's additional knowledge of the individual and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and it shall be maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow up and conduct a final assessment of the impact of the services provided. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for HPAP/EAHP/NEAHP
A4: Inclusionary Zoning Orientation
A6: Income Certification for PADD Applicants

A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B13: Technical Assistance for Coop and Condo Associations

CATEGORY C: TENANTS AND TENANT GROUPS
C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

SECTION 3: PROGRAMMATIC REQUIREMENTS

3.1 Eligibility for Federal Funding

The services in this RFA will be conducted through grant agreements using Federal funds (Community Development Block Grant (CDBG) and, as available, some District Funds. The Department will provide a full informational briefing to the awarded grantee(s) about the grant funding source's ongoing administrative and programmatic requirements. Whether grants awarded under this RFA are funded locally or with federal funds, all grants will be managed to the higher standards and requirements whether Federal or District.

Federal regulations have established national objectives requiring all CDBG-funded activities beneficiaries to be at least 51% low- and moderate-income persons or households. The national objective is achieved through "limited clientele benefit"—that is, by verifying the incomes of each beneficiary of the services provided. The applicant must demonstrate that it has the capacity and the intention to verify the household incomes of beneficiaries to meet the national objective of providing benefits to 51% of low- and moderate-income persons.

Client income certification is also an important element of ongoing program activity for many DHCD housing programs. (See Section 3) Applicants should review in detail the federal income requirements for programs, activities, and grantee (sub-recipient) eligibility under the Community Development Block Grant program regulations at 24 CFR 570. 200-210,

- https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-570/subpart-C?toc=1

and HUD Housing Counseling Program Regulations: 24 CFR Part 214,

ps://www.ecfr.gov/current/title-24/subtitle-B/chapter-II/subchapter-B/part-214?toc=1

3.2 Housing Services: Description of Housing Programs and Services

Please Note: Specifications and programmatic requirements may change from time to time during the award period at the discretion of the Department.

The following describes seventeen services in the Housing Counseling Program. These constitute the services for which the Department is seeking Applicants to provide services to DC residents. Applicants should select at least one service for which they are applying; however, the Applicant may select more than one. The Department is not obligated by the Applicant's selection to make an award. Applicants are responsible to demonstrate their capacity in their application to provide the services for which they have applied. Capacity includes staffing patterns including qualifications and experience, other funding resources, case management systems and programmatic activities. Historical data can also be considered in demonstration of organizational capacity. Applicants should be aware of Legal Citations noted throughout this section as well as the references to the Code of Federal Regulations (CFR).

Category A: HOMEOWNERSHIP

A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program
A6: Income Certification for the Property Acquisition and Disposition Division (PADD) Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY

B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B12: Legal Services for Seniors and/or Coop & Condo Associations
B13: Technical Assistance for Coop and Condo Associations
B14: Technical Assistance for Owners of Small Rental Properties

CATEGORY C: TENANTS AND TENANT GROUPS

C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

Each particular service has specific requirements described in the following pages. Applicants are expected to utilize this guidance in the performance of these services.

CATEGORY A: HOMEOWNERSHIP

Legal Citations Governing Program Area in Category A

Applicants to provide services in Category 1 should review in detail the following legal citations governing the District's homeownership programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for homeownership pursuant to the relevant citations.

- Home Purchase Assistance Program: DC Code 42-2601 and 14 DCMR, Chapter 25
- Employer-Assisted Housing Program: DC Code 42-2501 and 14 DCMR, Chapter 36
- Inclusionary Zoning: Legislation Pending, Bill 17-586, 17-618, 17-619

A1: HUD Housing Counseling
This activity is open to applicant organizations which are HUD approved employing one or more HUD certified counselor(s). Such counseling is often (but not exclusively) in the pursuit of homeownership or credit repair and improvement or to improve their housing condition.

Grantees of this service should be familiar with 24 CFR 5.100 and with 24 CFR 214.

Housing counseling is independent expert advice provided by a HUD certified housing counselor (24 CFR Part 214) customized to the needs of the client. It is aimed at addressing housing barriers and providing support to the client to achieve their housing goals. This counseling service must include: (1) intake (2) financial and housing affordability analysis (3) an action plan[2] and (4) follow-up counseling to implement the action plan and achieve its stated goals *(24 CFR 5.100).*

The action plan should identify the steps needed for the client to achieve his/her housing goals. These actionable steps include, but are not limited to, review of the client's credit report with explanations of its meaning and items that impact (or may improve) the credit score, creation of a budget and methodologies to track one's income and spending, debt reduction planning, and savings planning. Follow-up should track the client's progress toward the goals of the action plan. Other programs and services including group educational opportunities may complement the one-on-one counseling with a certified counselor. Counselors, therefore, may appropriately make referrals to programs and services as well as to group educational activities that support and implement the goals of the action plan.

Counseling organizations are required to maintain case files including items 1-4 above as stated in 24 CFR 5.100. It is critical that files with records and case notes be kept in such a way that if a client's counselor is no longer available, either temporarily or permanently, another certified counselor in the organization can understand based on the file the client's circumstances, action plan, progress and where the client is in achieving his/her housing goals.

Organizations providing this service should have working experience with credit counseling and repair, with consumer credit bureaus and consumer credit laws. Ideally, they should be familiar with creditor tactics, liens, judgments, repossessions, and other obstacles to credit improvement.

It is critical for the counseling organization to make efforts to keep the client engaged in the counseling process and such attempts and outreach should be documented in the case file.

In accordance with HUD requirements, counseling organizations may close files if a client does not respond to outreach efforts over 60 days. The last outreach attempt should document that the file will be closed as of a specific date if nothing further is heard from the client. If the client should return to client after the 60 days, a new file should be opened.

[2] Except for reverse mortgage counseling.

Post-purchase follow-up

a) Grantees must continue their counseling relationship with customers once they become homeowners. This follow-up should continue for a period of time after purchase to ensure the homeowner's housing stability.
b) Grantees may make use of post-purchase programs using either their own programming or making referrals to other Grantees who provide such programming (*e.g.* B1 General Home Management and B2 Foreclosure Counseling).
c) If problems arise, it will be the grantee's responsibility to address them quickly as time is of the essence, and to address them as efficiently as possible. Where the District's investment is involved, counseling should include ways to protect the DC investment.
d) When working with clients who have an HPAP deferment period ending, Grantees must provide dedicated counseling services to those borrowers. In particular, grantees will be asked to make an updated assessment of each borrower's financial status regarding the appropriateness of continued deferment.
e) Potential delinquency, or foreclosure prevention, counseling will be provided to any borrower who is experiencing difficulty.
f) If problems continue with these loan clients, this counseling will become a home preservation activity.

A2 8-Hour Homebuyer Education Class (HBE)

This activity is open to applicant organizations which are HUD approved counseling organizations employing one or more Hud certified counselors.

The Department seeks HUD Approved organizations to provide the 8-Hour Homebuyer Class. This is in support of the Department's many programs for which the 8-Hour Homebuyer Class is a requirement, and also for other DC residents who seek to take this class in preparation for homeownership and for their knowledge.

Organizations should take as a serious obligation to conduct this class with knowledge staff (HUD certified counselors). The class is conducted in a traditional in-person setting or in a virtual online setting.

Those who successfully attend and complete the class should be provided with a DHCD certification (in the format approved by the Department) indicating their completion of the class and dated appropriately. Monthly attendance and award of certificates should be reported to the Department monthly. The class should be presented frequently enough to meet programmatic needs of DHCD programs. Class dates should be provided to the Department for inclusion on the DHCD calendar. Presentations should be given by staff, not outside speakers. Grantees are welcome to collaborate in the conduct of these classes.

A3: Intake for DC Homebuyer Programs (HPAP/EAHP/NEAHP)

The Home Purchase Assistance Program (HPAP) is the primary DHCD program for first-time homebuyers. HPAP provides interest-free loans that include closing cost assistance to eligible applicants. Under this program, homebuyers may have the opportunity to purchase houses,

condominiums, or cooperative units in the District. DHCD has additional homeownership programs which are associated with HPAP, and which are targeted to specific populations or geographic areas or may meet specific home buyer needs.

The satellite programs are:

(1) The Employee Assisted Housing Program (EAHP) provides assistance to District of Columbia Government employees, who are first-time homebuyers in the District; and

(2) The Negotiated Employee Assistance Home Purchase Program (NEAHP) provides down payment and closing cost assistance to certain District of Columbia Government employees whose position is covered by specific union collective bargaining agreements.

Wherever the acronym "HPAP" is used, the same applies to the EAHP and NEAHP programs.

Prior to HPAP Application

Clients interested in HPAP assistance who have a pre-approval from a lender, should be assisted with making an application to the HPAP as expeditiously as possible. Those without a pre-approval letter from a lender are required to engage in HUD Housing Counseling (see A1 above) in order that they have the benefit of credit counseling and homeownership preparation. The action plan should include the actionable steps needed to ensure success as a homeowner and to achieve a pre-approval letter from a lender. Once a pre-approval letter has been obtained, the client with the Grantee's assistance should proceed to making their application to HPAP.

Application Process

For grantee organizations, this relationship management function includes working with first-time homebuyers throughout the homeownership application, preparation, purchase, and post-purchase process. Counseling will be focused on low- and moderate-income populations.

Once HUD credit counseling is completed the HPAP process includes:

(Optional) Applicant organizations may conduct pre-purchase seminars which include information and requirements of the HPAP programs. A DHCD Certification should be provided to attendees and recorded with DHCD.

Application Intake includes document collection of those documents needed. These should be collected in person or by means of a secure portal. Email is not considered a secure means for transmission of information which could be used for identity theft or other criminal activity. Drop-off at a staff office to an employee is acceptable.

Once the application package is complete, the organization submits to the appropriate HPAP administrator.

Homebuyer Education (8-hour class) (A DHCD Certification should be provided to 8-hour Homebuyer Education attendees and recorded with DHCD.)

Post-Purchase follow-up (Records of those follow-ups should be maintained by the organization. See Post-purchase in Service A1)

Organizations will be responsible for: (1) the application process, which includes delivery of completed applications to the HPAP Administrators; (2) completion of the application form itself and collection of all required supporting documentation, and (3) maintaining performance and reporting data, and databases as needed by the Department.

A4: Inclusionary Zoning Orientations

Introduction to IZ/ADU Programs:

The District's Inclusionary Zoning (IZ) Program requires a certain percentage of units in a new residential development, or a substantial rehabilitation that expands an existing building, be set aside as affordable units. The goals of this program are to increase the supply of affordable housing for low- and moderate-income households, to support the creation of mixed-income communities, to prevent rising home prices from driving out low- and moderate-income residents, and to leverage the expertise and capacity of the private market to develop affordable housing.

Affordable Dwelling Units (ADUs) are defined as for-sale and for-rent homes that are locally restricted for occupancy by households whose income falls within a certain range and are generally offered at a below-market rate. ADUs are generally produced in exchange for zoning relief, tax incentives, public financing, and/or the right to purchase or lease District-owned land. Specific ADU provisions, such as the affordability period, income limits, and resale restrictions, are set out in deeds, covenants, land disposition agreements, ADU administration plans and other originating documents.

ADU provisions have historically varied from project to project, as each is a result of a unique negotiation or project approval. However, ADU restrictions are becoming more standardized and more similar to standard IZ requirements.

Organization roles and responsibilities:
Provide mandatory IZ Orientation. The department's PowerPoint presentation must be utilized. Presentation and answers to participants' questions must conform to agency guidelines.

DHCD seeks organizations which will provide programmatic rental and homeownership counseling services in support of both of the above programs. Information about these

programs is available through DC Housing Search https://www.dchousingsearch.org , counselors will be required to utilize DC Housing Search, and train potential customers in how to search for affordable housing through DC Housing Search.

Grantees will be required to become familiar with the program requirements and procedures, as required by DHCD. In the last few fiscal years, the IZ program has produced approximately 400 new affordable units each year.

Orientation:
In particular, organizations are required to conduct IZ Orientations to help residents to be familiar with all programmatic requirements for the IZ program.

Organizations must conduct and coordinate this mandatory orientation session in a traditional and virtual classroom settings. They must provide interested applicants/residents with the relevant terms of the program, including next steps and other information as required by DHCD.
DHCD currently provides standard slides and certificate templates to use for this orientation and will provide training to grantees.

Completion of this orientation class is mandatory before an individual may register for the IZ program and individuals must renew registration every two (2) years to remain on the IZ registration list.

The class must be conducted at least monthly beginning within 30 days after the grantee's application is approved. Coordination of this class will include publishing upcoming class dates, accepting reservations via phone, email, or other method, allowing walk-ins if space is available, providing attendees with a certificate of completion (in a format approved by DHCD) upon completion of the class and providing at least monthly attendee data to DHCD. It will also include ensuring that attendees receive all required training materials, and shall be presented by grantee staff, not outside speakers.

Grantees must train program participants in the terms and specifics of the IZ and ADU Programs (training guidance will be provided by DHCD) and provide additional pre and post homebuyer education training.

Grantees must also provide data to DHCD on a regular basis as determined and requested by DHCD, including but not limited to the names and contact details for individuals who have received a DHCD certificate and the number of attendees at IZ orientations.

A5: Income Certifications for the IZ/ADU Units Programs

The agency seeks two organizations to provide income certifications for participants in the Inclusionary Zoning and Affordable Dwelling Units programs. Income certifications are expected to be conducted under a uniform process prescribed by DHCD and following HUD Part 5. DHCD has established requirements for approving Certifying Entities, including

specific IZ and ADU training.

Grantees are expected to become Certifying Entities pursuant to DHCD requirements. Grantee organizations will be required to ensure that program participants understand that income and occupancy restrictions apply to their IZ units and ADUs. Grantees will also be expected to complete income certifications for newly selected households and for renewing tenants. Grantees will be working closely with individuals, property management/leasing staff, sales agents and DHCD. DHCD will provide the necessary forms and procedures, but Grantees will collect the necessary paperwork from individuals and complete the income and household size verification process. Upon successful certifications, Grantees will notify DHCD and the sales/leasing staff.

Such restrictions may include but would not be limited to: (1) the specific affordability period, (2) conditions for, or prohibitions against, subleasing, and (3) resale restrictions. Ongoing outreach and assistance to occupants of IZ units and ADU is required in the areas of programmatic requirements and homeownership counseling.

A6: Income Certification for PADD Applicants

The Property Acquisition and Disposition Division (PADD) encourages vacant and/or abandoned property owners to rehabilitate and/or occupy their properties. PADD acquires vacant, abandoned, and deteriorated properties through negotiated friendly sale, eminent domain, donation, or tax sale foreclosure, when owners are unwilling or unable to maintain their properties. PADD also disposes of properties in inventory by selling them to individuals or developers to be rehabilitated into high-quality affordable and market-rate single-family and/ or multi-family for-sale or rental housing in District neighborhoods.

For DHCD, the activities of this Division create affordable homeownership and rental opportunities for low- and moderate-income households. Grantees must counsel these households as they qualify for and occupy these new homeownership and rental units. DHCD seeks one or more organizations which will provide counseling or training services for affordable units made available through PADD.

Because PADD units are not produced through a traditional homebuyer program, an intensive marketing and outreach effort to our target population will be required of grantees. Counseling services will also involve conducting income certifications and re-certifications for purposes of admission and continuing participation in this program. Income certifications are expected to be conducted under a uniform process prescribed by the Department. For PADD, grantees must ensure that program participants understand that income, or occupancy, restrictions apply to their unit. Such restrictions may include but would not be limited to: (1) the specific affordability period; (2) conditions for, or prohibitions against, subleasing; (3) potential rent increases; and (4) resale restrictions. The specific unit covenant

terms will be communicated to stakeholders by the Department, but grantees must facilitate communication with stakeholders.

A7: Public Services: General Coaching and Information

Public Services may be undertaken by Applicants which have not yet obtained HUD Approval and may not employ a HUD certified housing counselors. (HUD Approved organizations who are applying for A1 or A2 do not need to apply for this service, since they are able to provide these Public Service activities in connection with their other lines of services.

These activities are frequent but not exclusively in a group setting. These may be virtual or in-person, as long as an in-person option is provided. Grantees may utilize Homebuyer Clubs as an effective tool for keeping clients engaged in homebuyer preparation when a long-term period is needed for better positioning to be a first-time buyer.

They may include group trainings on understanding credit and credit reports and involve savings programs.

Public service staff are required to train clients to utilize available tools, such as DC Housing Search https://www.dchousingsearch.org to locate affordable housing for sale and for rent.

CATEGORY B: COUNSELING AND TRAINING FOR HOME PRESERVATION

B8: General Home Management (Post-Purchase Non-Delinquent)

Post-purchase counseling is essential for Homeowners who have purchased their homes, are not delinquent in their mortgage payments and would like to remain successful by creating a realistic financial plan to avoid financial pitfalls and protect and retain their homeownership. Post-purchase counseling is essential to understand local post-purchase behavior, especially low-moderate income homeowners, that can be supported by education and supportive programs to ensure recent homeowners understand what to do in the event of hardships. Organizations that provide post-purchase counseling sessions and education workshops will ensure their topics consist of the following:

1. Prepare a maintenance plan for major household systems and repair strategies.
2. Emergency preparedness plan to assist client in case of disaster.
3. Understand consequences of not paying taxes, HOA payments or community assessments.
4. Explain the benefits of establishing an emergency fund and retirement or tax-incentivized accounts.
5. Provide knowledge of home improvement financing options like HELOCs and give counsel on how to apply for additional financing to renovate property.

6. Access the client's understanding of the process of refinancing the home and incurring more debt.

This counseling activity may include, but not be limited to, appliance warranty disputes, contractor disputes, disputes with mortgagors, will and estate issues, including transfer-on-death deeds, etc. In this service, grantees must serve as advisor-educators and are prohibited from giving legal advice. Grantee activities should focus on low—and moderate-income populations.

B9: Foreclosure Counseling

Homeowners who are delinquent in loan payments (as well as those in danger of delinquency) need to know what options are available to them. Similarly, those in foreclosure need to know their options and resources that may assist them, especially if available legal services are available.

Organizations are required to provide foreclosure prevention counseling that helps homeowners at risk understand the foreclosure process in Washington, DC, determine their legal rights and identify options to avoid foreclosure.
Organizations will assist struggling homeowners with loss mitigation, communicate with mortgage servicers and provide services such as the following:

1. Provide advice and coaching to assist clients with creating a budget based on financial goals. Assess the current financial situation and develop short and long-term strategies to reduce expenses and debt to achieve client goals.
2. Explain loss mitigation. Explain the requirements of a loss mitigation package and evaluate the client's loss mitigation options for FHA and non-FHA loans.
3. Provide examples of mortgage default scams and ways to avoid being a victim.
4. Explain the consequences and costs associated with a foreclosure, short sale, or deed-in-lieu.
5. Explain the foreclosure timeline and devise a plan if the client is unable to stay in the home and assist the client in mortgage default recovery. Demonstrate the impact of a mortgage default.
6. Work with displaced residents seeking referrals for housing.

Grantees work with homeowners who are delinquent in their mortgage payments, or who are in foreclosure, or in post-foreclosure. These counseling services are also offered to owners of multi-family properties, and ownership associations. This counseling serves as a central element of DHCD's overall foreclosure prevention strategy.

It is critical to address the District's foreclosure crisis. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Grantees also work with the Department of Insurance Securities and Banking (DISB) to protect clients against scam operations that prey upon residents who are subject to foreclosure. Grantee organizations extract data for outreach and targeting efforts from the Office of the Recorder of Deeds, which provides a listing of all official foreclosures in the

District on a weekly basis. DHCD seeks one or more organizations that will provide foreclosure counseling services which include, but may not be limited to, all of the above-described foreclosure prevention activities.

For grantees, this counseling function means working with troubled homeowners, utilizing all foreclosure prevention or mitigation tools available, and if necessary, working with customers throughout their foreclosure or post-foreclosure process. Grantees must provide full assistance and advice to troubled homeowners. Grantees will be responsible for: (1) assessing the homeowner's circumstances, (2) educating the homeowner about the full implications of mortgage delinquency and foreclosure (3) exploring and providing options of action for the homeowner (4) providing tools or alternative support that may further assist the homeowner (5) developing and executing a best action plan for either saving the home or undertaking the best course for the homeowner, and (6) tracking the results of their counseling efforts. In addition, grantees will provide ongoing performance and reporting data and databases maintained.

Post-Foreclosure Counseling: It is critical that grantees continue their counseling relationship with customers, even if the home cannot be saved. Grantees must follow up with troubled homeowners for a period of time after any action plan has been executed. If the home has not been saved, counseling should be made available, and if necessary, referral to other needed services. If the home has been saved, counseling follow-up is also necessary to ensure that the ongoing action plan is being properly implemented. If more problems arise, it will be the grantee's responsibility to address them as quickly and as efficiently as possible.

With the passage of the Saving DC Homes from Foreclosure Emergency Amendment Act of 2010, troubled or delinquent District homeowners have the right to engage in mediation prior to foreclosure. As a result, DHCD requires grantees to provide counseling related to this mediation process.

Grantees must be familiar with the Law, its regulations, and the mediation process which has been implemented by the Mediation Administrator at the DC Department of Insurance, Securities, and Banking. Grantees must educate troubled homeowners in the decision factors related to mediation election, and, if necessary, prepare them for mediation. In some cases, counselors may be asked to accompany, or represent, troubled homeowners in the mediation process. Grantees must ensure that all customers who elect mediation complete and submit proper documentation in a timely manner. Grantees must ensure that the best interests of troubled borrowers are protected throughout the mediation process. Finally, DHCD expects grantees to follow-up after the mediation process is complete to ensure that any final mediation agreement is properly implemented.

B10: Eviction Counseling

Applicants who have HUD certified counselors or NeighborWorks America foreclosure certified counselors may offer this service. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Training should also include knowledge of laws and legal procedures governing eviction.

Eviction has long created housing instability for renters, and especially among low- and moderate-income households. For those at the lower end of the economic scale, eviction has caused not only housing instability but also employment insecurity and homelessness. Studies have shown that lack of access to legal representation has resulted in markedly different and detrimental outcomes as compared to renters who have legal representation. After legal representation, the next most effective range of services includes alternative dispute resolution (or mediation), knowledge and guidance in court navigation, and effective management of legal and tenant-landlord documents. In addition to housing instability, eviction also has credit impact for the tenant.

It is critical to provide those in danger of eviction with counseling to make informed decisions. This includes access whenever possible access to legal services. Also, appropriate training includes information about tenants' rights and obligations, the credit impact of eviction, use of payment plan agreements, understanding of court processes and procedures, and access to alternatives to court procedures. When tenancy is lost, counseling for housing alternatives is needed and a path forward to credit repair.

B11: Single-Family Residential Rehabilitation Program

The Single-Family Residential Rehabilitation Program (SFRRP) administers grants to District homeowners for roof repairs and for modifications to eliminate barriers to accessibility for persons with mobility or other physical impairments. Projects approved for SFRRP require a covenant on the property to protect the District's funding of the project.
DHCD seeks one or more organizations which will provide application intake services to SFRRP applicants throughout the grant process.

> **Mandatory Counselor Intake Training:** Grantees for this line of service are required to attend training with the SFRRP team in September to be introduced to updated aspects of the SFRRP for FY25. It is critical that the grantee have a solid understanding of the updated program and the requirements for applications. Therefore, the September training is mandatory for SFRRP intake counselors.
>
> **Application Period:** Applications for SFRRP will only be taken between October 1, 2024, and December 31, 2024. To be considered applications during this period must be complete. Lack of required documentation or information will not "hold a place" in the program if not provided before the December 31, 2024. The Department at its sole discretion reserves the right to close the program prior to the deadline if funding is depleted or no longer available.

Information Session for Applicants: The Department will provide Grantees with a PowerPoint presentation outlining the program and its requirements. Intake counselors are required to use this presentation with all potential applicants either in a group sessions (such as an Orientation) or in a one-on-one session with the potential applicant.

Grantee's and Counselor's Responsibilities: (1) use the Department PowerPoint presentation to present the program to potential applicants, answering questions from residents interested in the program; (2) complete the application document and collection of **all required** supporting documentation *(incomplete applications will not be accepted)*; (3) post-application and post-grant support; and (4) providing performance and reporting data as required.

45 Day Period: It is critical that no application be uploaded in the SFRRP portal unless it is complete with all required documents and intake form completed. If an incomplete application is uploaded in the portal, the SFRRP staff will notify the counselor and the applicant that the application cannot be accepted. The notification state that what is complete and state the **applicant has 45 days** to provide the requested information including documents. After 45 days if the application remains incomplete, the application will be closed as incomplete for funding.

Application Portal: Counselors will need to provide their name and contact information (e.g. email) when uploading in case SFRRP program staff need to follow up.

Legal Citations Governing Program Area for Category B:

Applicants to provide any service in Category B should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

- Lead Safe Washington 24 CFR, Part 35, 24 CFR, Part 85.37, Section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992
- Single Family Rehabilitation 14 DCMR, Chapter 28 First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
- Saving DC Homes from Foreclosure Emergency Amendment Act of 2010 (DC Act 18-635; 57 DCR 12404)

B12: Legal Services for Homeowners and/or Coop & Condo Associations

The Department seeks organizations to provide legal services to provide one or both of the services noted below. Grantees will conduct outreach to low- and moderate-income populations in need of these services.

- Legal Services to Seniors
  Seniors who are homeowners can be assisted by the Applicant to have legal services to assist Seniors to avoid housing instability or the loss of ownership of their home. In addition to their own attorney staff, Applicants may seek *pro bono* services from other members of the Bar.

- Legal Services to Coop-Condo Associations
  Legal services may be provided to Cooperatives and/or Condominiums ("Associations") to ensure housing stability. If Associations have problems in areas of legal entity status, required legal or financial filings, compliance issues, risk management concerns, board and member training, best legal practices, and collection of association fees (to name of few), such issues may threaten the member's housing stability, and the owners' (or members') investment in their properties. Selected applicants will provide legal services to Associations in low- and moderate-income census blocks to mitigate these concerns, to preserve housing stability of owners and to ensure well-functioning Associations and Boards.

B13: Technical Assistance for Coop and Condo Associations

The Department seeks one or more organizations to provide technical assistance to Associations. The situation many Associations may face is a need for training in best practices of Association management. Training in best practices and frequently encountered problem situations may be offered by the grantee not only to the Association Board but also to the owners in the Association. Association boards and their member owners frequently face issues of association fees not being paid, lack of income to fund reserves, special projects that would require a special assessment, and decisions of taking court action or being the defendant in a court action. These are just a few of the legal issues which may arise for the Association, in addition to the more routine matters of by-laws and required legal documents for the operation of the Association.

B14: Technical Assistance for Landlords of Small Rental Properties

Landlords of small rental properties face enormous challenges. They frequently lack the staff and the resources of large multi-family properties to deal with the many details of operations and asset management. Small unit properties cannot readily absorb mistakes or challenges.

In a ten-unit property, one vacancy is a 10% vacancy rate, while one unit in a 100-unit property is 1% vacancy rate. Yet, small unit properties are often the affordable renter properties. To preserve this housing stock as an affordable option, DHCD seeks grantees to provide Technical Support to Owners of Small Unit Properties (of 30 units or less).

Services can be provided through group training as well as through one-on-one counseling. Like many small business owners, owners can often benefit from a better understanding of accounting practices and financial statements (balance sheet, income statement, cash flow report). Knowledge of financing options is another common to many business owners. Topics such as these are particularly suitable to the needs of owners.

1. **Property Management Software**: Landlords often need help selecting and implementing property management software to track rent payments, maintenance requests, tenant information, and other critical operational data.

2. **Legal Compliance**: Guidance on navigating complex local, state, and federal housing laws and regulations related to fair housing, security deposits, evictions, and other landlord-tenant issues.

3. **Financial Management**: Guidance with accounting, tax preparation, and financial planning specific to rental property ownership and operations.

4. **Maintenance and Repairs**: Access to vetted contractors, tradespeople, and service providers to handle property maintenance, repairs, and upgrades in a timely and cost-effective manner.

5. **Tenant Screening and Selection**: Guidance and best practices with tenant screening processes, background checks, and selecting responsible renters to minimize vacancies and evictions.

6. **Marketing and Leasing**: Help with listing vacant units, advertising, showing properties, and executing leases to keep units occupied.

7. **Emergency Response**: Guidance on developing emergency plans and protocols to address unexpected events like natural disasters, property damage, or tenant issues.

8. **Asset Management Issues**: The ratios and metrics of asset management for multi-family properties provide a helpful guide to best practices. For example: Many landlords are unaware of the effect that certain metrics have in their properties. Slow "Make-Ready" times, refers to the length of time it takes to prepare an apartment to be shown to prospective tenants. Similarly, "turn time" refers to the times it takes to find a renter and receive the first month's rent. Slow turn times are also a drain on resources. When there are slow "make ready" and slow "turn times" the combined effect can be detrimental for the property's future. High turn-over rates among renters is another draw on the income. Other issues and topics include: What to do when you have a tenant who is not paying rent? What are the alternatives to eviction? How do the Court work? Are there pre-eviction resources? What legal services are available to the owner?

CATEGORY C: TENANTS AND TENANT GROUPS: SERVICES RELATIVE TO Tenants Opportunity to Purchase Act, Rental Conversion and Sale Division, and Rental Accommodations Division

The DC Tenants Opportunity to Purchase Act (TOPA) seeks to protect tenants and tenant groups from displacement due to sale of the property. The law allows tenants to purchase their apartment building. Tenants have the choice of maintaining the apartments for rent or converting to cooperatives or condominiums. DHCD seeks to preserve affordable housing in the District and limit displacement of low- and moderate-income households. For groups that choose coop or condo conversion, this provides a path to homeownership.

DHCD provides both financial assistance and technical assistance, as well as specialized organizational and development services, for tenant groups who are pursuing the purchase of their apartment buildings. Through DHCD's Development Finance Division, organized tenant associations may be provided with seed money, earnest money deposits, and acquisition and/or rehabilitation assistance. After acquisition and rehabilitation, DHCD also provides ongoing Board training and property management support to the newly formed cooperative or condominium Boards.

C15: TOPA: Pre-purchase Training

DHCD seeks one or more organizations which will provide pre-acquisition organizational and developmental counseling and training to tenant groups or tenant associations in support of their intent to purchase their building. These tenant groups must be preliminarily qualified as eligible for DHCD's Tenant Purchase Technical Assistance program. Grantees must provide the following services to tenant groups:

a) establishment of a tenant association.
b) selection and appropriate training of Board members.
c) training of captains (court, building and floor).
d) training in roles and functions of committee members; (5) training tenant groups in detail about the building purchase process.
e) training tenant associations in property management techniques.
f) provide training to the tenant association on each type of ownership; and conducting surveys of tenant associations to determine the appropriate form of ownership for their building (cooperative or condominium).

It is critical that Grantees in this service maintain an outreach to educate and inform low- and moderate-income tenants about their rights and opportunities provided by TOPA. Grantees are encouraged to make this a central aspects of their marketing plan, and to create

opportunities as well as avail themselves of opportunities to participate in educational outlets to reach tenants. Collaboration with other Grantees in this or similar service lines is encouraged. Grantees should participate in DHCD when and as those opportunities for outreach are available.

While training the tenant association, the grantee must be able to prepare and submit appropriate documentation required in the purchase process, including but not limited to tenant profiles and feasibility analyses, response to Notice of Sale of Building, preliminary development, acquisition, and rehabilitation plans, and operational plans.

The grantees must have skill and experience in negotiating the lease or purchase of the building. In addition, grantees must assist tenant groups in procurement related to the development, purchase, and rehabilitation process, including but not limited to attorneys, architects, engineers, financial and developmental consultants, private developers, appraisers, and property managers.

C16: TOPA: Post-Purchase Training

DHCD seeks one or more organizations which will provide ongoing post-acquisition counseling services which include property management and Board training for properties which have been purchased and/or rehabilitated with financial assistance from the DHCD Development Finance Division's First Right Purchase program. Generally, these are multi-family properties that have been purchased through limited equity cooperative agreements or condominium purchases. Therefore, non-profit Board training and development skill and/or experience, as well as multi-family property management skills are critical to providing effective counseling services. Services to be provided under this activity may include, but are not limited to:

a) establishing standards of evaluation for each participant's financial status and leadership capacity.
b) conducting annual management reviews of all Boards, oversee election and
c) training of new Board members.
d) assisting in the establishment of appropriate arrangements with required service providers such as exterminators, garbage collectors, landscapers, etc.
e) assisting in capital management planning and a stabilization plan for rehabilitation and/or refinancing.
f) tracking property vacancies and reviewing new applications for membership.
g) establishing and reviewing membership guidelines.
h) technical assistance in accounting, budgeting, and the preparation of financial statements for long-term financial viability.
i) providing Board of Directors with training as appropriate; and

j) other required management and support duties. Grantees will assist the condominium or cooperative in developing a budget for the overall management and carrying costs of the property.

Grantees will assist the Board and membership in all aspects of management, such as completion of the audit, Fair Housing issues, required individual, property, and Board insurance, taxes, the role of Board officers, evaluation of monthly financial performance, training on lender compliance, i.e. loan payments, income requirements. DHCD will likely negotiate assignment of specific properties to grantees for this service.

Legal Citations Governing Program Area in Category C:

Applicants to provide any service in Category C should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
Tenant Purchase Technical Assistance Program DC Code 42-3404.02
Rental Housing Conversion and Sale Act of 1980, as amended (DC Code 42-3401.01 et. seq.) (Also known as the Tenant Opportunity to Purchase Act or "TOPA")

C17: Services for Tenants and Tenant Organizations
(in partnership with Housing Regulation Administration, Rental Accommodation Division, Rental Conversion and Sale Division).

Activities under this service will supplement and enhance the services provided by DHCD's Housing Regulation Administration (HRA), which includes the Rental Accommodations Division (RAD) and the Rental Conversion and Sale Division (CASD).

RAD administers the Rental Housing Act of 1985 (D.C. Official Code § 42-3501.01 et seq.) which regulates residential rental housing registration and the rent stabilization program (commonly known as rent control). RAD oversees rent adjustment procedures, processes notices to vacate, reviews tenant petitions prior to adjudication by the Office of Administrative Hearings and adjudicates most types of landlord petitions. RAD also proposes rules and regulations for administration of the Rental Housing Act for review and publication by the Rental Housing Commission.

CASD administers the Rental Housing Conversion and Sale Act of 1980 (D.C. Official Code § 42- 3401.01 et seq.) which regulates the sale or transfer of ownership interests under the

Tenant Opportunity to Purchase Act of 1980 (TOPA) (D.C. Official Code § 42-3401.01 et seq.), the conversion of use of rental housing to condominium or cooperative ownership and residential condominium formation and registration under the Condominium Act of 1976 (D.C. Official Code § 42-1901.01 et seq.). Further, CASD administers a Housing Assistance Payment program (HAP), under which tenants may be eligible for rent assistance if they are displaced due to the conversion of use of their apartment building to condominium or cooperative ownership.

CASD also proposes rules and regulations for administration of the Rental Housing Conversion and Sale Act of 1980.

DHCD seeks one or more organizations which will support RAD and CASD operations by providing counseling and tenant education services to tenants and tenant groups. Grantees must provide counseling and training assistance to tenants and tenant organizations regarding the District's rental housing laws and tenant and landlord rights and responsibilities.

For CASD, grantee organizations must provide counseling and training concerning: (1) tenants' TOPA rights when a landlord intends to sell, demolish, or discontinue rental housing use; (2) transfers of rental housing ownership or economic interests; (3) assisting tenants or tenant organizations in exercising their right to purchase; (4) informing tenants or tenant organizations relating to partner-investors and assigning TOPA rights; (5) conversion of use from rental housing to condominium or cooperative ownership by tenant elections, or conversion in lieu of tenant elections; (6) the Housing Assistance Payment program and relocation assistance; (7) tenant organization formation, incorporation, and registration; (8) protections for elderly or disabled tenants; (9) coercive or retaliatory activities; (10) tenant rights when rental housing is in foreclosure; (11) notices of intent to convert use from rental housing to condominium or cooperative ownership; and (12) relocation counseling for displaced tenants.

For RAD, service providers must demonstrate the ability to counsel and train tenants and tenant organizations on rent control provisions including properties that are regulated by or exempted/excluded from rent stabilization under the Rental Housing Act:

1) petition- based and annual rent increases.
2) executing and filing tenant petitions.
3) responding to landlord petitions.
4) protections for elderly and disabled tenants.
5) RAD's conciliation services.
6) notices to vacate and eviction procedures.
7) disclosures to tenants.
8) changes and decreases in services and facilities.

9) learning about and securing enforcement of housing condition regulations.
10) security deposits.
11) understanding lease provisions.
12) rent increases if a property is not under rent control.
13) appealing decisions of the Rent Administrator or the Office of Administrative Hearings; and
14) relocation counseling for displaced tenants. Note: Advocacy on behalf of tenant groups, or tenant rights assignees– including, but not limited to, legal advice or advocacy on tenants or tenant organizations' behalf in negotiations with a property owner–is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators, and not as advocacy groups. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns, or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a grantee is to ensure that tenants understand all available options.

Direct Counseling to Tenants and Tenant Groups: tenant counseling services will be designed to educate tenants in privately-owned properties about their legal rights and opportunities. This service is to be provided to tenants and tenant groups which are not subject to foreclosure and have not selected to exercise their Opportunity to Purchase Rights and/or Right of First Refusal under TOPA. It also includes providing other services and tenant education, which may not fall into the categories of services outlined above, such as eviction counseling, relocation counseling, apartment search, or apartment management.

DHCD seeks one or more organizations with the capacity to bring a range of resources to prevent involuntary displacement and to provide opportunities for continued affordable rental housing. Grantees must provide counseling services to tenants and tenant groups which include, but are not limited to: (1) outreach to tenant groups upon notice of one-year potential for subsidy expiration; (2) technical assistance in negotiations between owners and HUD relative to the renewal of federal subsidy contracts; (3) counseling for tenants in buildings where the subsidy will be lost and the tenant(s) must move; (4) counseling for tenants who are behind in their rent on best-action options; and (5) appropriately referring tenants who are in landlord/tenant disputes to all available resources. Grantees must also conduct research using the many databases and research tools available to identify properties that have a critical need for counseling assistance, including but not limited to DCHousingsearch.org. Note: Advocacy on behalf of tenant groups or tenants' rights assignee –including, but not limited to, legal advice or advocacy on tenants or tenant organizations behalf in negotiations

with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators and not as tenant advocates. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a prospective grantee is to ensure that tenants understand all available options.

Additional Legal Citations Governing Programs in Category C.

Applicants to provide any service in this Category and should review in detail the legal citations governing DHCD's rental accommodation functions:
(1) the Rental Housing Act of 1985, D.C. Official Code § 42-3501 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapters 38-44.
(2) the Rental Housing Conversion and Sale Act of 1980, D.C. Official Code § 42-3401 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapter 47.
(3) the Condominium Act of 1976, D.C.

Official Code § 42-1901 et seq.; (4) D.C. Official Code § 42-1901 et seq.; (5) the First Right to Purchase Program, title 14 of the District of Columbia Municipal Regulation, chapter 2700; and (6) Housing Conditions, Title 14 of the District of Columbia Municipal Regulations, Chapters 1-15. Submission of an application relevant to these services presumes that the applicant intends to meet all requirements to provide counseling to tenants and tenant groups pursuant to these above referenced citations.

3.3 Geographic Distribution of Services

The Department's decision to select one or more grantees to provide services will be influenced by the potential geographical distribution of service among the qualified applications received. Applicants can designate their proposed service areas in the District based on their by-laws, Board policies, etc. However, the Department reserves the right to designate any service areas it deems appropriate or necessary in making awards and negotiating grant terms. In reviewing the applicant pool, the Department's priority will be to ensure that excellent affordable housing counseling and training services are provided to all low- and moderate-income citizens of the District of Columbia. The Department will seek to bring parity in the quality of all housing services provided for all areas of the District through the award and ongoing management of these grants.

3.4 Marketing and Outreach

Marketing Plan to be submitted: Marketing and outreach are critical aspects of the grant's work. Grantees' efforts ensure these programs and services' success and desired impact. No Grantee or service is exempt from this requirement. Applicants must submit a detailed marketing and outreach plan for the services they are applying for. The plan should be detailed and not assume an understanding that has not been stated. Marketing should be included in the proposed budget and work plan.

DHCD will review and approve the marketing plan. In accordance with agency policy, marketing activities should highlight partnerships with and funding by DHCD.

Aspects of Marketing and Outreach to be considered:

- Continuous and consistent marketing and outreach are essential to achieving these services' objectives and maximizing public awareness of DHCD housing programs.
- Because of DHCD's diverse target population, grantees must utilize various marketing tools.
- Grantees are responsible for distributing DHCD program materials at community forums, public events, homeownership meetings, and fairs. Marketing and outreach may include but are not limited to, websites, email blasts, blogs, listservs, Twitter, Facebook, YouTube, Hope Hotline, flyers, door-to-door visits, community meetings, use of cable television (Channel 16), and public service announcements.

Coordinated with the Department: The grantee's marketing and outreach must be coordinated with DHCD. Grantees are expected to continually assess the success and impact of their marketing efforts to identify the most effective and efficient ways of reaching low– and moderate-income populations.

Participation in Department Marketing Activities: As required by DHCD, Grantees must participate in public activities and events related to housing opportunities. These may include but are not limited to tabling at events, participating in panel discussions, and providing speakers to groups, agencies, or organizations that request them.

DHCD Acknowledgement: Grantees must always acknowledge such housing assistance activities as Department of Housing and Community Development programs in any distributed print or electronic materials. DHCD must approve all such materials before distribution.

Use of DHCD Logo: All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or entirely, by the Department.

1. The written or printed materials must include the authorized DHCD logo.
2. Written or printed materials include, but are not limited to, newspaper, radio, and television announcements or advertisements. Websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.

4. The grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to the Grantee.
5. The grantee must provide copies of all marketing materials, brochures, flyers, and other materials that publicize grant-funded activities to the Grantor via email at dhcd.occo@dc.gov
6. The grantee shall publicize as appropriate to its constituency through social media, print, and online postings, DHCD communications, and events related to Grant-supported activities.

Diversity and Language Access in Marketing: Grantees must demonstrate the capability to effectively serve and communicate with the District's various non-English speaking and special needs populations. This means that marketing and outreach materials must be made available in multiple languages and media based on the needs of those populations. The grantee must demonstrate its intent and capability to comply with the District's Language Access Law. In addition, grantees must demonstrate the availability of appropriate staffing to ensure compliance with the District's Language Access Law.

3.5 Focus Areas and Neighborhood Revitalization Strategy Areas (NRSA)

DHCD has identified specific areas of the District as "Focus Areas." These Areas represent areas where the District has invested in funding to create and preserve affordable housing. Focus Areas follow main routes through the District and their associated neighborhoods. In many cases, business owners are centered on these major routes, while resident services will be seen as more appropriate for those in the communities. Applicants must ensure services are delivered to low- and moderate-income households or areas as part of their program (Housing Services, Small Business Technical Assistance, Façade Improvement). This is a CDBG requirement.

- For Housing Counseling applicants, these Focus Areas should be used to plan outreach activities to inform residents of their services.
- For SBTA and Façade grantees, the Focus Areas define the geographical areas of the District in which they will provide services. In this latter case, the Focus Areas define not only their outreach area but also their service area.

NRSAs Targeting East of the River

The Department obtained the HUD designation for the Neighborhood Revitalization Strategy Area (NRSA) for the Focus Areas in Wards 7 and 8. DHCD has designated areas of Historic Anacostia in the city's Southeast and Far Northeast communities as Neighborhood Revitalization Strategy Areas (NRSAs). This designation will allow the city to target Community Development Block Grant (CDBG) funding that supports economic and community revitalization efforts. These include Martin Luther King Jr Avenue, Marion Barry Avenue, Minnesota Avenue, and Benning Road. However, all areas of Ward 7 and Ward 8 remain the focus of the grantee's work and outreach.

For communities outside of the NRSA areas, DHCD has designated Focus Areas throughout the District. Applicants are encouraged to partner with other community-based organizations. This collaboration can include cross-disciplinary collaboration. For example, a Façade grantee may partner with an SBTA grantee to provide business owners various services encompassing both disciplines. Housing service grantees may partner to promote or provide services one grantee offers, but another may not. The key to collaboration is an outlook of being partners, not competitors.

The following is a list of the Focus Areas and some of their associated neighborhoods. The outreach plans can include other nearby neighborhoods, mindful of the low-income requirements. Each applicant is asked to select one or more Focus Areas for their application. Please note that this is a minimum, and applicants may choose more than three. Applicants will be asked to provide reporting on outreach activities.

The following is a list of the Focus Areas outreach plans, mindful of the low and income requirements.

Focus Areas/Neighborhoods

- **16th St NW Corridor** near the intersection with Havard St NW (Columbia Heights) in Ward 1
- **Georgia Ave and New Hampshire Ave NW Corridor** (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- **Rhode Island Ave and South Dakota Ave NE Corridor** (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 4 and Ward 5
- **M Street and South Capitol Streets SW Corridor** (Greenleaf and Waterfront) in Ward 6
- **Benning Road and Florida Ave NE Corridor** (NoMa/Ivy City/Trinidad) in Ward 5 and Ward 6
- **Minnesota Ave and Benning Rd NE Corridor** (Benning, Greenway) in Ward 7
- **Pennsylvania Ave and Minnesota Aves SE Corridor** (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- **East Capitol and Benning Rd Corridor** (Capitol View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- **Marion Barry Ave and Martin Luther King Aves SE Corridor** (Historic Anacostia, Fairlawn, Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- **Marion Barry Ave and Alabama Aves Corridor** (Skyland, Woodland, Garfield Heights) in Ward 8
- **Martin Luther King Ave and Alabama Ave Corridor** (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- **South Capital St and Chesapeake St SE Corridor** (Bellevue, Washington Highlands) in Ward 8

FY25 Housing Counseling Services Workplan

Organization Name:	University
Grant Number:	2025-12

Performance Period: 2/1/2025 to 09/30/2025

RFA Service #	Service Area	ected Num	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	NRSA Ward 7 & 8 All Services	Total
A1	HUD Housing Counseling	66	Number of First Time Homebuyers Purchasing Homes	Public Service or NRSA	$32,621.74	$97,865.21	$231,976.80	$362,463.75
A1		132	Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		363	Number of 1:1 Counseling Sessions (Budget & Credit)					
A1		264	Number of unduplicated households					
A1		4620	Number of 1:1 Homebuyer Counseling Sessions					
A1		1133	Number of unduplicated households					
A2	8-Hour Homebuyer Class	20	Number of 8-hour Homebuyer Educations Classes	Public Service or NRSA	$5,685.42	$17,056.26	$40,429.67	$63,171.35
A2		132	Number of Attendees of 8-hour Homebuyer Classes					
A2		93	Number of DHCD Certificates issued					
A3	HPAP (EAHP/NEAHP)	26	Number of HPAP Pre Purchase Orientations conducted	Non-Public Service or NRSA	$19,666.20	$58,998.60	$139,848.55	$218,513.35
A3	(NPS ONLY)	106	Number of Attendees at HPAP Orientations					
A3		132	Number of Files submitted to HPAP Administrators					
A3		3960	Number of 1:1 HPAP Counseling Sessions					
A3		1320	Number of unduplicated households					
A4	IZ/ADU Orientations	26	Number of IZ Orientations Conducted	Public Service or NRSA	$2,796.14	$8,388.41	$19,883.63	$31,068.18
A4		330	Number of Attendees at IZ Orientations					
A4		264	Number of DHCD Certificates issued					
A5	IZ/ADU Income Certifications	165	Number of IZ/ADU Income Cetifications completed	Public Service or NRSA	$932.03	$2,796.09	$6,627.77	$10,355.89
A6	PADD	3	Number of PADD group training/coaching	Public Service or NRSA	$932.04	$2,796.09	$6,627.77	$10,355.90
A6		26	Number of Attendees at PADD group training					
A6		33	Number of 1:1 PADD sessions (if applicable)					
A6		26	Number of unduplicated households receiving 1:1 PADD sessions					
A6		26	Number of PADD Income Certifications					
A7	General Housing Services & Information (Group Training)	99	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
A7		1320	Number of Attendees at Financial Literacy Trainings					
A7			Number of Homebuyer Clubs Meetings					
A7			Total of Attendees at Homebuer Club Meetings					
A7			Number of group trainings or workshops not reported in other categories					
A7			Number of Attendes at group trainings or workshops not reported in other categories					
B10	Eviction Counseling	3	Number of Eviction workshops	Public Service or NRSA	$1,848.07	$5,544.20	$13,141.82	$20,534.09
B10		17	Number of Attendees at Eviction workshops					
B10		7	1:1 Eviction Counseling					
B10		7	Unduplciated households 1:1 Eviction Counseling					
B10			Number referred to Attorney(s) for Legal Services					
B10			Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)					
B10			Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)					
B10		7	Number Evictions Prevented					
B11	SFRR	16	Number of SFRRP Orientations conducted (required)	Public Service or NRSA	$6,524.35	$19,573.00	$46,395.40	$72,492.75
B11		132	Number of 1:1 Intake sessions					
B11		66	Number of unduplicated households					
B11		27	Number of complete applications submitted in SFRRP Portal					
B12	Legal Services for Seniors, Coops and Condos		Senior households receiving legal services	Public Service or NRSA				$0.00
B12	(Law Firm Subrecelpients Only)		Coop Associations receiving legal services					
B12			Condo Associations receiving legal services					
B12			Number of Pro Bono Legal Services Recruited and Retained					
B12			Number of Trainings for Law Firms (Trainings)					
B12			Number of Attendees at trainings for Law Firms (Attendees)					
B12			Number of new partnerships initiated					
B12			Total Number of Trainings to and work with Pro Bono Provided					
B12			Number of outreach presentations conducted					
B12			Number of outreach activities conducted					
B12			Number of Senior Households that received Legal Counsel or Consultation					
B12			Number of Senior households that received Legal Representation					
B12			# of clients helped with Schedule H					
B12			# of clients helped with life planning docs					
B12			# pro bono attorneys engaged in housing-related matters					
B12			# veterans receiving legal counsel/advice					

Marketing		3	Other Tabling Events	Public Service or NRSA				$0.00
Marketing		6600	Flyers Distributed					
Marketing		198	Social Media Posts (Facebook, LinkedIn, Instagram)					
Marketing		27	Mailings					
Marketing			Paid Advertizing (display ads in print)					
Marketing		8	Other--radio ads					
Marketing			Other					
	TOTALS	23309			$94,307.50	$282,921.44	$670,630.96	$1,047,859.90

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit B Budget

- Schedules A (3-1) and A (3-2) for the First Performance Period

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

Rev. 12/09/2024

ORGANIZATION NAME:	University Legal Services
PERIOD OF PERFORMANCE:	2/1/2025-9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	
WARD (If applicable):	
TYPE OF ACTIVITY:	

Instructions: Please add rows as needed.

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$797,744.73	$237,909.71	$1,035,654.44
Accounting Consultants	$2,438.05	$6,266.67	$8,704.72
Space	$65,000.00	$209,244.00	$274,244.00
Utilities	$4,000.00	$7,533.33	$11,533.33
Telephone	$3,000.00	$5,000.00	$8,000.00
Consumables	$10,100.00	$39,200.00	$49,300.00
Marking & Outreach	$6,000.00	$0.00	$6,000.00
Storage	$7,403.59	$16,800.00	$24,203.59
Triple Net Lease	$33,350.00	$0.00	$33,350.00
Internet	$2,263.54	$0.00	$2,263.54
Due/Subscription	$20,000.00	$22,000.00	$42,000.00
Credit Report-NE/SE/MH	$1,300.00	$0.00	$1,300.00
Total Direct Cost	$952,599.91	$543,953.71	$1,496,553.62
Total Indirect Costs (De Minimis Cost Rate 15%)	$95,259.99		$0.00
Total Costs	$1,047,859.90	$543,953.71	$1,496,553.62

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 12/09/2024

ORGANIZATION NAME:	University Legal Services
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 to 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Number of Hours	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
Personnel Subtotals						$664,787.28
				Fringe Benefits (Max 20%)		$132,957.46
				Total NBAP Grant Personnel Costs		$797,744.73

Exhibit C Required Reporting

- Monthly Performance Report
- Monthly Report of Group Trainings
- Monthly Report on Outreach and Marketing Activities
- Monthly Reporting of Special Activities
- Monthly Reporting of changes in personnel relative to grant work and payroll
- Quarterly Beneficiary Data
- Quarterly Language Access Report
- Quarterly Data Report

DC Department of Housing and Community Development

Deadline 00/00/0000

FY25 RFA: Housing Services

SHOW PROGRAM OVERVIEW | SHOW PROGRAM REQUIREMENTS | SHOW RFA SECTION 3.2 - HOUSING SERVICES: DESCRIPTION OF HOUSING PROGRAMS AND SERVICES | SHOW LIBRARY | HIDE ZOOMGRANTS HELP | SHOW ANNOUNCEMENTS 1

ZoomGrants Help [hide this]

Creating a New Application to Submit
The 'Saving' screen is still flashing...now what?
Missed Deadline FAQs
Invite Collaborators to Work on Application

Applicant View

Application Status: Not Submitted

Basic Information | Part I and II-Application Narrative Questions | Budget | Organizational and Financial Capacity | Required Attachments | Activity Log

Report: **OVERDUE** | Report Totals

Ask a Report Question

(answers are saved automatically when you move to another field)

Instructions Show/Hide

As in the past, Performance Reporting is divided into three sections:

- **Workplan Metrics** (numbers only),
- **Accomplishment Narrative** (Text Boxes), and
- **Various uploads** (spreadsheets usually).

This data is extremely important. Reports can affect performance goals and funding. Your reports are used to report to the City Administrator, the Mayor (including DMPED) and to the District Council and its Committee on Housing. Where uploads are required, **use excel files or Word files.** This will allow your information to be uploaded into the database and reported to District leaders.

For **Workplan Metrics,** use only numbers or leave it blank**. Letters such as N/A are to be avoided.** This will make your report impossible to be uploaded in the DHCD database and will require your corrections. Only numbers zero (0) and above can be used. If a metric is left blank, it will be treated as a zero.

In the **Accomplishment Narrative**, text boxes are provided to provide statements of activities or the information requested. In the first Report, please answer Question 22 (Points of Contact) with all points of contact for the areas mentioned. Thereafter in subsequent months, if there are no changes, it is okay to say, "No Changes". The same is true for Question 21 (staffing). Please answer Question 23 (Success Stories), Question 24 (Good News), Question 25 (Other DC agencies and initiatives). Question 26 is important. Remember the RFA asked applicants to align outreach to the Focus Areas mentioned on pages 33 and 34 of the RFA. Mentioning specific Focus Areas in the narrative for Q26 is helpful.

The **Document Upload** section is where excel spreadsheets (usually, sometimes Word Documents) are uploaded. **PDFs cannot be uploaded into database.** [The District of Columbia is fortunate to have many DC Based Programs such as HPAP, IZ/ADU, PADD, SFRRP, TOPA, HRA/RAD related activities, as well as direct services to tenants and tenant groups, and services to Condo/Coop Associations. DHCD staff need monthly reporting in order to better do their work and respond to the needs of DC citizens. These reports are shared directly with the appropriate program manager.]

There three areas of your activities will be reported on a monthly basis to help us meet our HUD and DC Government requirements and the needs of DC residents.

Reporting for Fiscal Year 2025 will begin with Report # 1. The end of Government's fiscal year (9/30/2025) will conclude with Report # 10 and the close-out of FY25 Purchase Orders. The complete schedule is below for the monthly report.

Other Reporting: Beneficiary Data and Language Access

Other reports are also required. These include **Beneficiary Report** and **Language Access Report.** These two reports are required on a quarterly basis. These reports will not be answered within ZoomGrants. The Office of Program Monitoring will provide the spreadsheets to use for these quarterly reports. Please see your Grant Agreement for additional information about the monthly and quarterly reports. Please note, the Beneficiary Report corresponds to the sources and uses of your Grant Agreement. A separate Beneficiary Report is needed for each type of funding awarded: Public Service (PS), Non-Public Service (NPS) and NRSA Wards 7 & 8 PS and NPS.

These quarterly reports will be due:

Oct/Nov/Dec 2/24/2025

Jan/Feb/March 4/10/2025

April/May/June 7/10/2025

July/August/Sept 10/10/2025

Please note we cannot extend these deadlines since they are HUD's deadlines and not in our control. Please submit your report on schedule.

Please remember HUD views reporting and reimbursement requests as inseparable and therefore to be coordinated at the same time. Please avoid not filing on the deadline.

Monthly Reporting on Performance and Accomplishments

Report Number Period Covers Due Date

Report Number	Period Covers	Due Date	Notes
Report 1	FY25 Q1 (Oct/Nov/Dec)	03/03/2025	
Report 2	January	03/03/2025	
Report 3	February	03/10/2025	
Report 4	March	04/10/2025	
Report 5	April	05/10/2025	
Report 6	May	06/10/2025	
Report 7	June	07/10/2025	
Report 8	July	08/10/2025	
Report 9	August	09/10/2025	
Report 10	September	10/10/2025	

In ZoomGrants reporting, there are data questions. Please enter only a whole number. If a particular question doesn't apply to your statement of work and workplan, please enter zero. The narrative questions also require a response. If there is nothing to report in the narrative, please enter a statement such as "No changes" or "Not applicable".

Report 1: **3/3/2025** Report 2: **3/3/2025** Report 3: 3/10/2025 Report 4: 4/10/2025 Report 5: 5/10/2025

Report 6: 6/10/2025 Report 7: 7/10/2025 Report 8: 8/10/2025 Report 9: 9/10/2025 Report 10: 10/10/2025

Report 1: 3/3/2025

This report is OVERDUE. Submit Report 1

Agency

This is a branching question. The system will remove questions that do not apply to you based on your answer to Question #1.

Please disregard the number sequencing.

1. Identify Your Agency Name

This is a branching question. Only the questions that apply to your agency will appear.

- ○ CARECEN-Central American Resource Center
- ○ Centro de Apoyo Familar

- ○ Greater Washington Urban League, Inc.
- ○ Housing Counseling Services
- ○ Latino Economic Development Corporation of Washington DC
- ○ Legal Counsel for the Elderly
- ○ Lydia's House in Southeast, Inc.
- ○ Manna, Inc.
- ○ Marshall Heights Community Development Organization, Inc.
- ○ Mi Casa
- ○ Neighborhood Legal Services Program of the District of Columbia
- ○ University Legal Services

Workplan Accomplishment Metrics

2. A1: HUD Housing Counseling

Ignore the auto-total number.

Number of First Time Homebuyers Purchasing Homes

Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)

Number of 1:1 Counseling Sessions (Budget & Credit)

Number of unduplicated households

Number of 1:1 Homebuyer Counseling Sessions

Number of unduplicated households

3. A2: 8-Hour Homebuyer Class

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of 8-hour Homebuyer Educations Classes

Number of Attendees of 8-hour Homebuyer Classes

Number of DHCD Certificates issued

4. A3: HPAP (EAHP/NEAHP)

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of HPAP Pre Purchase Orientations conducted

Number of Attendees at HPAP Orientations

Number of Files submitted to HPAP Administrators

Number of 1:1 HPAP Counseling Sessions

Number of unduplicated households

5. A4: IZ/ADU Orientations

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of IZ Orientations Conducted

Number of Attendees at IZ Orientations

Number of DHCD Certificates issued

6. A5: IZ/ADU Income Certifications

Ignore the auto-total number.

Number of IZ/ADU Income Cetifications completed

7. A6: PADD

Ignore the auto-total number.

Number of PADD group training/coaching

Number of Attendees at PADD group training

Number of 1:1 PADD sessions (if applicable)

Number of unduplicated households receiving 1:1 PADD sessions

Number of PADD Income Certifications

8. A7: General Housing Services & Information (Group Training)

Ignore the auto-total number.

Number of Financial Literacy Trainings (including but not limited to credit & budgeting)

Number of Attendees at Financial Literacy Trainings

Number of Homebuyer Clubs Meetings

Total of Attendees at Homebuer Club Meetings

Number of group trainings or workshops not reported in other categories

Number of Attendes at group trainings or workshops not reported in other categories

9. B8: General Home Management (Post Purchase Non-Delinquent)

Ignore the auto-total number.

Number of Homeownership Preservation Workshops

Number of Attendees at Homeownership Preservation Workshops

Number of Post-Purchase Workshops (not including Homeownership Preservation)

Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)

Number of 1:1 Post-Purchase Counseling Sessions

Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions

10. B9: Foreclosure Counseling

Ignore the auto-total number.

Number of Foreclosure Workshops

Number of Attendees at Foreclsoure Workshops

Number of 1:1 Foreclosure Counseling Sessions

Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number of Foreclsoures Prevented

11. B10: Eviction Counseling

Ignore the auto-total number.

Number of Eviction workshops

Number of Attendees at Eviction workshops

1:1 Eviction Counseling

Unduplciated households 1:1 Eviction Counseling

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number Evictions Prevented

12. B11: SFRR

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of SFRRP Orientations conducted (required)

Number of 1:1 Intake sessions

Number of unduplicated households

Number of complete applications submitted in SFRRP Portal

13. B12: Legal Services for Seniors, Coops and Condos

Ignore the auto-total number.

Senior households receiving legal services

Coop Associations receiving legal services

Condo Associations receiving legal services

Number of Training for Law Firms

Number of Attendees at law firm training

Number of outreach activities

Number of new partnerships initiated

Number of clients helped with Schedule H

Number of clients helped with life planning docs

Number pro bono attorneys engaged in housing-related matters

Number veterans receiving legal counsel/advice

14. B13: Technical Assistance for Coop

Ignore the auto-total number.

Number of Co-Op Associations receiving Technical Assistance

Number of Action Plans written for Co-Op Associations

Number of Successful Outcomes for Co-Op Associations

Number of Asset Management Improvement Services Provided for Co-Op

Number of Asset Management Tactical Support Services Provided to Co-Op

Number of Consultative Services Provided to Co-Op Associations and Clients

Number of Legal Assistant Services provided to Distressed Co-Op Associations

Number of Organization Sustainability Tactical Support Services Provided to Co-Ops

Number of Ownership Educations Sessions provided to different ownership models including shared equity

Number of Relocation Plans completed and accepted for Co-Ops

Numbers of Trainings on Board Operations Governance & Management to Co-ops

Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management

Number of written Asset Management & Sustainability Plans for Co-Ops

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Co-Op Associations

Number of Associations (Coops) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Co-Op Associations

15. B13: Technical Assistance for Condo Associations

Ignore the auto-total number.

Number of Condo Associations receiving Technical Assistance

Number of Action Plans written for Condo Associations

Number of Successful Outcomes for Condo Associations

Number of Asset Management Improvement Services Provided for Condo

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo

Number of Asset Management Tactical Support Services Provided to Condo

Number of Legal Assistant Services provided to Distressed Condo Associations

Number of Consultative Services Provided to Condo Associations and Clients

Number of Organization Sustainability Tactical Support Services Provided to Condo Associations

Number of Relocation Plans completed and accepted for Condo Associations

Numbers of Trainings on Board Operations Governance & Management to condo associations

Number of written Asset Management & Sustainability Plans for Condo Associations

Number of Associations (Condos) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Condo Associations

16. B14: Technical Assistance for Small Apartment Owners (25 units and less)

Ignore the auto-total number.

Number of Inquiries Received

Number of Owners/Managers receiving Services

Number of Action Plans Written

Number of Action Plans Implemented/Completed

Number of Owners/Managers needing Asset Management Guidance

17. C15: TOPA Pre-Purchase Counseling & Training

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Meetings with Tenant Association

Number of Attendees at TOPA Meetings

Number of TOPA Training Workshops to Tenants

Number of Attendees at TOPA Training Workshops

18. C16: TOPA Post-Purchase Counseling & Training

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Post Purchase Training Workshops

Number of Attendees at TOPA Post Purchase Workshops

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

19. C17: Tenant Counseling for HRA - Rental Accommodation Division

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

Number of Attendees at group training/coaching

20. Marketing & Outreach

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Housing Fairs

Other Tabling Events

Flyers Distributed

Social Media Posts (Facebook, LinkedIn, Instagram)

Mailings

Paid Advertising (display ads in print)

Other

Accomplishment Narrative

21. Staffing Information: Any changes (terminations or new hires) in staff members who are on the grant? Or in the Executive Leadership or Management Team? Number of HUD Certified Counselors (expressed as FTEs) on staff at the

end of this reporting period?

Maximum characters: 1000. You have 1000 characters left.

22. Who are the current Points of Contact and email for the following: 1) Executive Leader (NOTE: Executive leader is copied on all communication): 2) Grant/Fund Development: 3) Grant/Accounting: 4) Program Managers/Directors/Supervisors:

Maximum characters: 1000. You have 1000 characters left.

23. Please provide us with client success story/stories for this quarter by program. You may provide a link to an article that has been written for other purposes (newsletter, website, or newspaper article).
Redact (use a pseudonym) for any client name or other personal identifying information if you have not received a release.

Maximum characters: 3000. You have 3000 characters left.

24. Any good news to share? Any events and activities coming up? (e.g. obtained other grant funds to leverage DHCD grant, Open Houses, Presentations, Community Events, etc.)
Upload a calendar of upcoming program events (in-person or webinars).

Maximum characters: 3000. You have 3000 characters left.

25. Describe your organization's involvement in other projects or initiatives with other District agencies.

Maximum characters: 3000. You have 3000 characters left.

26. Describe your marketing and outreach during this period. What groups or areas did you market to, numbers, and in what way did you contact them (mail, event, email, personal, media, etc.)?

Maximum characters: 3000. You have 3000 characters left.

27. Describe any specific obstacles (if any) to your organization's program or service delivery during this period?

Maximum characters: 3000. You have 3000 characters left.

Documents Requested *	Required?	Uploaded Documents *	
ALL: Procurement Report, as applicable Download template: Procurement Report			Upload
ALL: Language Access for Outreach and Group Sessions Download template: Language Access for Outreach and Group Sessions	Required		Upload
ALL: Calendar of Next Quarter (3 months) of Orientations, Trainings, Workshops & 8-Hour Classes	Required		Upload
A-2 HBE 8-Hour Class Attendance Certificates Download template: A-2 HBE 8-Hour Class Attendance Certificates			Upload
A-3 Homebuyer Assistance Program Intake Download template: A-3 Homebuyer Assistance Program Intake			Upload
A-4 IZ Orientation Attendance Certificates Download template: A-4 IZ Orientation Attendance Certificates			Upload
B-11 SFRRP Intake Download template: B-11 SFRRP Intake			Upload
C-15 and C-16 TOPA Reporting Download template: C-15 and C-16 TOPA Reporting			Upload
C-17 Training for Tenants and Tenant Organizations Download template: C-17 Training for Tenants and Tenant Organizations			Upload

* *ZoomGrants™ is not responsible for the content of uploaded documents.*

CDBG PUBLIC SERVICE* HOUSING COUNSELING (HC) PROGRAM

HEAD OF HOUSEHOLD DEMOGRAPHICS

IDIS Number	
Community Based Organization (CBO)	
National Objective/Matrix Code	
Project Analyst	
Proposed HOUSEHOLDS TO Serve	
Total HOUSEHOLDS Served	
Difference Used for CAPER Analysis	

Tip #1	Avoid Duplicative Reporting
Tip #2	Complete each cell; even if N/A (Not Applicable)
Tip #3	Do not complete Grayed-Out Cells
Tip #4	Based on HEAD of HOUSEHOLD
Tip # 5	Submit Quarterly
Tip #6	Public Service - HC that cannot show proof a home was purchased.
Tip # 7	OPM - Kelly Ann Morrow, DHCD Grant Management Officer, kelly-ann.morrow@dc.gov

HEAD OF HOUSEHOLD CHARACTERISTICS

Race/Ethnicity/Household Composition	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
White	0	0		0	0																					0	0	0
Black/African American	0	0		0	0																					0	0	0
Asian	0	0		0	0																					0	0	0
Native American/Alaskan Native				0	0																					0	0	0
Native Hawaiian/Other Pacific Islander				0	0																					0	0	0
Native American/Alaskan Native & White				0	0																					0	0	0
American Indian/Alaskan Native & White				0	0																					0	0	0
Asian & White				0	0																					0	0	0
Black/African American & White				0	0																					0	0	0
Native American/Alaskan Native & Black/African American				0	0																					0	0	0
Other Multi Racial				0	0																					0	0	0
Did Not Report				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Income Data (in accordance with HUD Part 5)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
Extremely Low 0-30 %	0			0	0																					0	0	0
Low 31%-50%	0			0	0																					0	0	0
Moderate 51%-80%	0			0	0																					0	0	0
Non-Low/Moderate 81% - 110%				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Additional Data (Does not apply to Single Family Residential Rehabilitation Program)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
With New or Continuing Access to Service or Benefit	0			0	0																					0	0	0
With Improved Access to Service or Benefit				0	0																					0	0	0
Received a Service or Benefit that is No Longer Substandard				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Language Access

The recent Executive Order of the President makes English the Official Language of the United States.

Grantees may translate forms, document, trainings into other languages as they deem appropriate for the benefit of clients.

Grantees may also make provision for clients to have access who are English Proficient/Non-English Proficient (LEP/NEP).

The Language Access line remains available to Grantees. OPM can provide the phone number.

Grantees are encouraged to report on a quarterly basis concerning language accommodation for clients.

Tracking includes:

- Language
- Use of interpreter, bi-lingual staff person or language access telephonic line
- Used on the group basis or individual and the number of each

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit D Method to determine Client Eligibility for Services

Method to determine Client Eligibility for Services:
By Household

DHCD will provide the spreadsheet to use for this Quarterly Report

If a grantee has two or three sources/uses of grant funds, a separate report is needed for each.

Sources/Uses includes

1. Public Services (PS),
2. Non-Public Services (NPS) and
3. NRSA Wards 7 & 8 PS & NPS.

For each the Household report includes:

Section 1

Grantees will provide the following information concerning race/ethnicity which shall be recorded by

- Ward,
- Head of Household,
- Tenant/Owner

White
Black/African American
Asian
Native American/Alaskan Native
Native Hawaiian/Other Pacific Islander
Native American/Alaskan Native & White
American Indian/Alaskan Native & White
Asian & White
Black/African American & White
Native American/Alaskan Native & Black/African American
Other Multi Racial
Did Not Report
TOTAL

Section 2

Also, each household shall be counted by income category using the CDBG income categories and dollar amounts. (See chart in this exhibit.)

Section 3

Lastly, each household shall be counted by CDNG service category.

With New or Continuing Access to Service or Benefit
With Improved Access to Service or Benefit
Received a Service or Benefit that is No Longer Substandard

The Number of Households in each of the above calculations be the same. That is, if 100 households are reported in Section 1, there must be 100 in reported also in Sections 2 and 3.

This procedures is repeated for:

- Non-Public Service Activities
- NRSA Wards 7 & 8 Public Service and Non-Public Service

INCOME LIMITS WITH UNCAPPED LIMITS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
U.S. Department of Housing and Urban Development (HUD) FY 2023
Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	**84,400**	**96,450**	**108,500**	**120,550**	**130,200**	**139,850**	**149,500**	**159,150**

	Median Income	**Family Four Low Income Limit**
DC	**$152,100**	**$95,300**

This grant will consider eligibility based on Household Beneficiary Data

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit E Budget Modification Form

BUDGET MODIFICATIONS

To request a Budget Modification, please reach out to your Point of Contact with Community Services to request the excel file.

The excel file should be returned to Community with the details (below) about your request. You may also send a PDF of the excel file in addition to the excel file itself. The excel is needed to upload to the database.

There should be a cover letter from the Executive Director requesting the modification as outlined in excel file attached. Only the Executive Director as a signatory to the Grant Agreement can request a Budget Modification.

The Excel file will guide you through the process.

The Excel template asks you for each line item in the A 3-2 (Personnel) to indicate the current budget and the requested budget modification for:

- Hourly rate
- Number of Hours to be charged to the Grant (total for the year)

Similarly for the A 3-1 the template asks the current Budget Amount for each line item and the requested modification amount for each line item in the A 3-1.

Each line item in the A 3-1 and A 3-2 must be included in the Modification.

The deadline to request a Budget Modification is June 1st of each year.

The Community Services team is available to provide technical assistance.

Cost Category	Current Budget	Increase (Decrease)	Requested Modificastion Amount
Personnel (Salary & Fringe)	$0.00	$0.00	$0.00
Credit Report	$0.00	$0.00	$0.00
Space	$0.00	$0.00	$0.00
Insurance	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Training	$0.00	$0.00	$0.00
IT Services & Support	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$0.00	$0.00	$0.00
Total Indirect Costs (De Minimis Cost Rate 15%)	$0.00		$0.00
Total Costs	$0.00	$0.00	$0.00

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit F Drug Free Workplace Certification

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code. and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - lll, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. Debarment, Suspension, And Other Responsibility Matters (Direct Recipient)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

1. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F. for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020. Notice shall include the identification number(s) of each effected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and incising termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (1), (c), (d), (e), and (f).

B. The applicant may insert in the space provided below the sites) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Drug-Free Workplace (Grantees who are Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, subpart F, for grantees as defined at 28 CFR Part 67; Sections 67 615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020.

As the duly authorized representative of the applications,
I hereby certify that the applicant will comply with the above certifications.

University Legal Services
220 I Street, NE Ste 130
Washington, D.C. 20002

1. Grantee Name and Address

Housing Counseling Services 2025-12

2. Application Number and/or Project Name

52-0902922

3. Grantee IRS/Vendor Number

Jane M. Brown, Executive Director

4. Typed Name and Title of Authorized Representative

Jane Brown

5. Signature

10/3/24

6. Date

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit G Service Area Eligibility

This grantee provides services to residents of all DC Wards and will focus on the neighborhoods in these corridors where DHCD has invested resources for housing development.

- 16th St NW Corridor near the intersection with Havard St NW (Columbia Heights) in Ward 1
- Georgia Ave and New Hampshire Ave NW Corridor (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- Rhode Island Ave and South Dakota Ave NE Corridor (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 5
- M and South Capitol Streets SW Corridor (Greenleaf/Waterfront) in Ward 6
- Benning Road and Florida Ave NE Corridor (NoMa/Ivy City/Trinidad) Ward 6
- Minnesota Ave and Benning Rd NE Corridor (Benning, Greenway) in Ward 7
- Pennsylvania Ave and Minnesota Aves SE Corridor (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- East Capitol and Benning Rd Corridor (Capital View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- Marion Barry Ave and Martin Luther King Aves SE Corridor (Historic Anacostia, Fairlawn Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- Marion Berry Ave and Alabama Aves Corridor (Skyland, Woodland, Garfield Heights) in Ward 8
- Martin Luther King Ave and Alabama Ave Corridor (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- South Capital St and Chesapeake Aves SE Corridor (Bellevue, Washington Highlands) in Ward 8

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit H Insurance Requirements

DHCD-BILL WINSTON-GRANT FOR VARIOUS COMMUNITY-BASED ORGANIZATIONS HOUSING COUNSELING AND SERVICES AF07082024

INSURANCE

A. GENERAL REQUIREMENTS. The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this grant, the types of insurance specified below. The Grantee shall submit a Certificate of Insurance to the Grant Administrator (GA) giving evidence of the required coverage prior to commencing performance under this grant. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the GA.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Grantee and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this grant, with the understanding that any affirmative obligation imposed upon the insured Grantee or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its subcontractors, and not the additional insured. The additional insured status under the Grantee's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the GA in writing. All of the Grantee's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Grantee or its subcontractors, or anyone for whom the Grantee or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the GA with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the GA in writing), covering liability for all ongoing and completed operations of the Grantee and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an

Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or it's equivalent) to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the GA in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee in connection with work under this agreement, with a minimum combined single limit of $1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Grantee shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Defense costs shall be in addition to and not erode the limits of liability
e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or it's equivalent)

3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

   Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   The Workers Compensation and Employers Liability shall be further endorsed to:
   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

   Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   The Workers Compensation and Employers Liability shall be further endorsed to:
   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the GA of commercial umbrella or excess liability insurance with minimum limits of $5,000,000 per occurrence and $5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS
Any and all subcontractors engaged by Grantee for work under this agreement shall be required to have the same insured required of Grantee. Should the Grantee wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Grantee shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Grantee. In either instance, the Grantee must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

E. DURATION. The Grantee shall carry all required insurance until all grant work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this grant and two years for non-construction related grants.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the Grantee's liability under this grant.

G. CONTRACTOR'S PROPERTY. Grantee and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.

H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the grant price.

I. NOTIFICATION. The Grantee shall ensure that all policies provide that the GA shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Grantee no long complying with the above requirements. The Grantee shall provide the GA with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the GA with an updated Certificate of Insurance should its insurance coverages renew during the grant. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Grantee at least 30 days' notice of the change. Grantee must comply, at your expense, and deliver to the GA evidence of compliance before the change becomes effective.

J. CERTIFICATES OF INSURANCE. The Grantee must send to GA, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Grantee must also provide us with evidence of renewal before the expiration date of each insurance policy. Grantee is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . Certificates of insurance must reference the corresponding grant number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:
William Winston, Grant Administrator (DHCD)
1909 Martin Luther King Jr Av SE, Washington DC 20020
771-208-9628
Bill.winston@dc.gov

The GA may request and the Grantee shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Grantee expires prior to completion of the grant, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the GA prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the GA on an annual basis as the coverage is renewed (or replaced).

K. DISCLOSURE OF INFORMATION. The Grantee agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Grantee, its agents, employees, servants or subcontractors in the performance of this grant.

L. CARRIER RATINGS. All Grantee's and its subcontractors' insurance required in connection with this grant shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.

M. WARRANTIES. When applicable, the Grantee should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). GA should collect, review for accuracy, and maintain all warranties for goods and services.

Exhibit I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Mayor's Order 2023-131

GOVERNMENT OF THE DISTRICT OF COLUMBIA
ADMINISTRATIVE ISSUANCE SYSTEM

Mayor's Order 2023-131
October 31, 2023
SUBJECT: Updated District Government Sexual Harassment Policy, Guidance, and Procedures

ORIGINATING AGENCY: Office of the Mayor

By virtue of the authority vested in me as Mayor of the District of Columbia by sections 422(2), (3), and (11) of the District of Columbia Home Rule Act of 1973, 87 Stat. 790; Pub. L No. 93-198, D.C. Official Code §§ 1-204.22(2), (3), and (11), it is hereby **ORDERED** that:

I. PURPOSES AND BACKGROUND

This Order incorporates provisions of, updates, and supersedes Mayor's Order 2017-313, dated December 18, 2017, regarding sexual harassment in District of Columbia ("District") Government workplaces.

In addition to providing procedural updates to the District's sexual harassment policy, this Order establishes and directs the Sexual Harassment Task Force to further examine the District's sexual harassment policies and provide recommendations to further the goal of a harassment-free workplace; establishes obligations of District Government employees; adds Mayor's direct reports to those required to be referred for outside investigation of sexual harassment; and bans all sexual and romantic relationships between supervisors and the employees in their chain of command.

This Order reaffirms that the District Government does not tolerate any form of inappropriate workplace conduct including sexual harassment, nor does it tolerate sexual harassment in non-employment interactions between District Government employees and the public. Sexual harassment is recognized as one of the most unjust, demeaning, and demoralizing examples of workplace misconduct.

This Order also requires that employees be trained on sexual harassment every year and provides additional specificity as to the qualifications and role of Sexual Harassment Officers.

Further, this Order directs agency compliance with the Sexual Harassment Data Collection and Reporting Act of 2022, D.C. Law 24-171, D.C. Official Code § 1-546.01, and clarifies, consistent with the Human Rights Enhancement Amendment Act of 2022, D.C. Law 24-172, D.C. Official Code § 2-1402.11(c-2), the definition of sexual harassment.

II. INDIVIDUALS AND ENTITIES COVERED

A. Prohibitions and Protections

1. This Order is intended broadly to prohibit sexual harassment in all interactions with District Government employees and officials and persons acting on behalf of the District Government, and to facilitate speedy investigation and non-monetary remedial action including warnings to stop offensive behavior, additional training, reassignments, and personnel and contract actions.

2. The District of Columbia prohibits workplace sexual harassment by all District Government employees and officials. The prohibition applies to harassment of other employees and officials and to harassment of third parties

and members of the public interacting with the District Government, such as vendors, contractors, grantees, customers, clients, and other persons visiting or working at District Government worksites or service sites inside and outside District Government agencies.

3. Likewise, contractors and grantees carrying out work on behalf of the District Government shall not sexually harass colleagues who carry out work on behalf of the District Government; District Government employees; or customers, clients, or beneficiaries of the services the contractors and grantees provide on behalf of the District Government; and those clients, customers, beneficiaries, employees, and colleagues may file complaints that trigger sexual harassment investigations and possibly remedies. Remedies may include requiring the contractor or grantee to use alternate personnel to provide services, and other remedies available under the contract or grant agreements up to and including contract or grant termination or non-renewal of the grant or contract.

4. In addition, sexual harassment by District Government clients, customers, or visitors against District Government employees, contractors, or grantees, or other clients, customers, or visitors, at District Government worksites or service sites, is prohibited and complaints made against District Government employees who sexually harass contractors, grantees, agency clients, customers or visitors, upon investigation, may result in discipline of the employee and accommodations of the contractor, grantee, customer or visitor, such as having another government official assigned to the matter.

5. In the course of their duties as members of District of Columbia boards and commissions, board and commission members are bound by the prohibitions, procedures, and deadlines set forth in this Order.

6. Not every procedure set forth in this Order applies to persons not working for the District Government.

B. Scope

1. Laws prohibiting sexual harassment apply throughout the District Government. The agencies listed below should either use the training, procedures, information, and processes provided in this Order, or their own, similar ones. To the extent District law requires centralized reporting, the reporting requirements in this Order apply to all agencies.

2. Those agencies include the Office of the Attorney General, the Office of the Chief Financial Officer, the Board of Elections, the Zoning Commission, the Public Service Commission, the Commission on Arts and Humanities, the Washington Convention and Sports Authority (Events DC), the Board of Education, the University of the District of Columbia, the DC Public Library, the DC State Athletics Commission, the Public Charter School Board and public charter schools, the Office of the People's Counsel, the District of Columbia Water and Sewer Authority (DC Water), the Green Finance Authority, the Health Benefit Exchange Authority, the Not-for-Profit Hospital Corporation, the Contract Appeals Board, the DC Retirement Board, the Office of Employee Appeals, the DC National Guard, the Criminal Justice Coordinating Council, the Office of Police Complaints, the Corrections Information Council, and the Uniform Law Commission.

3. This Order does not apply to the Council of the District of Columbia, Advisory Neighborhood Commissions, or the DC Courts, and agencies and offices subordinate to them.

III. SEXUAL HARASSMENT

A. Through the Human Rights Enhancement Amendment Act of 2022, D.C. Law 24-172, effective September 21, 2022; D.C. Official Code § 2-1402.11(c-2), the Council has, in the employment context, expanded the definition of "harassment" and "sexual harassment" under the D.C. Human Rights Act to provide that sexual harassment includes conduct of a sexual nature, "whether direct or indirect, verbal or nonverbal, that unreasonably alters an individual's terms, conditions, or privileges of employment or has the purpose or effect of creating an intimidating, hostile, or offensive work environment."

B. In addition, sexual harassment includes "sexual advances, requests for sexual favors, or other conduct of a sexual nature where submission to the conduct is made either explicitly or implicitly a term or condition of employment or where submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual's employment." This is sometimes referred to as quid pro quo sexual harassment.

C. In determining whether sexual harassment has taken place, the D.C. Human Rights Act states that "conduct need not be severe or pervasive to constitute harassment" and that "no specific number of incidents or specific level of egregiousness is required."

D. Examples of conduct that can contribute to or constitute sexual harassment or an intimidating, hostile, or offensive work environment include:

1. Sex acts;

2. Display of sexual organs;

3. Using sexually oriented or sexually degrading language describing an individual or their body, clothing, hair, accessories, or sexual experiences;

4. Sexually offensive comments or off-color language, jokes, or innuendo that a reasonable person would consider to be of a sexual nature, or belittling or demeaning to an individual or a group's sex, sexual orientation, or gender identity;

5. "Sexting" or seeking or sending pictures of intimate body parts;

6. Taking or displaying pictures of body parts meant to be covered up (such as "upskirting" pictures);

7. Displaying or disseminating sexually suggestive objects, books, screensavers, magazines, photographs, music, cartoons, or computer internet sites or references;

8. Unnecessary and inappropriate touching or physical contact, such as intentional and repeated brushing against a colleague's body, touching or brushing a colleague's hair or clothing, massages, groping, patting, pinching, or hugging, that a reasonable person would consider to be of a sexual nature;

9. Leering, ogling, or making sexually suggestive gestures or sounds, such as whistling or kissing noises;

10. Making inquiries about someone's private sex life or describing one's own sex life;

11. Workplace sexual comments, conduct, displays and suggestions between two willing parties in the presence of another that are inconsistent with professional workplace norms;

12. Any unwanted repeated contact, including, but not limited to in-person, or telephonic, for romantic or sexual purposes;

13. Giving a preference to someone who is engaged in a dating, romantic, or sexual relationship based on the relationship to the disadvantage of someone who is not engaged in a dating, romantic, or sexual relationship; and

14. Sexual assault, stalking, trapping someone such that they are not free to leave and a sexual encounter is expected or threatened, threats of bodily harm relating to sex or the refusal to have sex, or other crimes related to acts of sexual harassment.

E. Further, the District may treat some conduct of a sexual nature as misconduct, even when it does not rise to the level of unlawful sexual harassment actionable under the D.C. Human Rights Act. As an example, an employee who tends to greet people with a hug may have been warned that the conduct was offensive to some employees and then hugs an employee whom they have not seen in many months. The conduct may not rise to the level of "unreasonably altering the individual's terms, conditions, or privileges of employment," but it could constitute misconduct since they had been warned that some employees associate hugging with unwanted sexual contact that is offensive in the work environment.

IV. DATING, ROMANTIC, AND SEXUAL RELATIONSHIPS IN THE WORKPLACE

A. Prohibitions

1. Prohibitions on certain dating, romantic, or sexual relationships in the workplace exist to prevent real or perceived impropriety, favoritism, conflicts of interest due to power dynamics, control of an employee's assignments and performance reviews, as well as to advance fairness for all other employees, contractors, grantees, and clients. Even consensual dating, romantic, or sexual relationships can generate allegations of favoritism based on sexual relationships or sexual harassment by one of the parties or a third party. Relationships, or aspects of relationships, that may be perceived as consensual by one party may be considered coerced or harassing by the other party due to power dynamics, and relationships that start consensually may evolve into sexual harassment.

2. Subject to the conditions and implementation procedures discussed in this Order, it is now the policy of the District Government that a dating, romantic, or sexual relationship between a supervisor and any employee in the chain of command they supervise – whether supervision is direct or indirect, operational or situational – is prohibited. Note that chain of command in this definition may span agencies or divisions within an agency.

3. In addition, District Government employees shall not initiate a dating, romantic, or sexual relationship with trainees, recruits, or interns, regardless of the employee's assignment in relation to the trainee, recruit, or intern if the employee is in the same agency as the trainee, recruit, or intern.

4. Further, this Order prohibits dating, romantic, and sexual relationships when they are prohibited by applicable professional or ethical standards, such as lawyer-client, doctor-patient, or social worker-client.

5. District Government employees shall not participate personally and substantially in particular matters that affect or could affect the financial interests of someone with whom they are in a dating, romantic, or sexual relationship, whether that person is an employee, grantee, contractor, or client of the agency.

B. Designation of Person or Committee to Resolve Issues Surrounding Workplace Relationships; Existing Relationships

1, By November 17, 2023, District Government agency directors shall designate their own agency human resources agency/officers, another appropriate officer, or an office or committee to receive disclosures of relationships and resolve workplace issues arising from any prohibited dating, romantic, or sexual relationship on a case-by-case basis consistent with this Order; absent such a designation, disclosures shall be made to the Director.

2. By December 8, 2023, existing relationships that fall within the prohibitions of this Order must be disclosed to the designee identified in subsection IV.B.1. of this Order, in the manner specified by their agency or on a form to be created by DCHR, whereupon the situation will be evaluated and a resolution determined.

3. Resolution may involve giving the employees a defined but reasonable time to find a new position where the relationship is not implicated by this Order; shifting reporting structures to take the relationship out of a prohibited status; or establishment of recusal structures when the employees do not work in the same agency or division but they heretofore were in situational or operational chains of command.

4. To the extent adjustments are made in work sites or shifts, reporting structures, job duties or any other factor for one or both of the persons in the relationship, agencies shall endeavor to afford such options on a voluntary basis for all concerned, particularly if an employee not involved in a prohibited relationship is affected by any proposed accommodation of the relationship.

5. If no satisfactory resolution of the prohibited relationship can be reached, the persons in a dating, romantic, or sexual relationship may request a waiver of the provisions of this Order. Waiver requests shall be submitted to the Mayor and shall be accompanied by a recommendation from the agency or agency designee. Waiver requests may include any information relevant to the determination and shall be on a form to be created by the Department of Human Resources ("DCHR").

6. Agencies may make reasonable efforts to assist with a transfer or reassignment, without prejudicing either employee (or any other employee), but it is not the responsibility of the personnel authority or the agency to restructure their agency operations or find a new position for someone in the relationship. No agency is required to grant a request or application for a transfer.

7. Agencies may promulgate regulations or policies consistent with this Order to effect its implementation and to provide consistent treatment for employees facing this situation, though each relationship may pose unique issues. Agencies may also issue rules explaining in more detail for their agencies' employees and contractors how terms such as "dating," "chain of command" and "trainee" are to be interpreted considering their agency's operations. Agencies may prohibit dating, romantic, or sexual relationships with their own clients or clients of the agency or a subset of the agency, as the agency deems appropriate to prevent factual or perceived impropriety or favoritism. For instance, an agency with both social workers and non-licensed employees providing case work to agency clients could extend the ban on dating and sexual relationships with clients to their non-licensed employees, to hold them to the same professional standards as their licensed colleagues.

8. By December 12, 2023, agencies shall report the number of disclosed relationships to the Mayor's Office of Legal Counsel ("MOLC") and the contact information of the person handling requests for accommodation, for consideration by the Sexual Harassment Taskforce.

C. Disclosure of Relationships

1. In addition to the disclosures of existing relationships required by Section IV.B., if by promotion or agency reorganization or other circumstance, two employees in a dating, romantic, or sexual relationship would fall into a prohibited relationship status, their relationship must be disclosed as soon as the possibility of falling into prohibited status is realized by either person in the relationship.

2. If there is a reasonable likelihood that someone would raise a credible charge that there was or could be preferential treatment based on a dating, romantic, or sexual relationship that is not in a chain of command, then the employees involved in the dating, romantic, or sexual relationship must also report their relationship to the person or office designated pursuant to Section IV.B. Such reporting is necessary for consideration of whether additional safeguards are necessary and whether the prohibition on relationships based on situational supervision is implicated.

D. New Relationships

Generally, if two persons in a chain of command wish to begin a dating, romantic, or sexual relationship with each other, one party to the relationship should apply for a transfer or otherwise seek employment that eliminates the supervisory relationship before the relationship begins so that no prohibited relationship commences. For example, a supervisor may be transferred to another supervisory role so that they are not in the chain of command with the other person.

E. Conduct

1. District Government employees in a dating, romantic, or sexual relationship with another District Government employee, or client/customer of their agency, or grantee or contractor of their agency, shall conduct themselves in an appropriate manner while on duty and shall not engage in behavior that detracts from a professional work environment.

2. Any sexual activity at work sites or during an employee's working hours, regardless of location, is prohibited.

F. Violations

A violation of a provision of this Order regarding dating, romantic, or sexual relationships may not constitute sexual harassment as defined above, but an employee who engages in a prohibited relationship under Section IV.A. of this

Order or fails to disclose a relationship that is required to be disclosed shall be subject to appropriate personnel action, up to and including termination.

G. Legal Representation

If legal action is commenced against the District of Columbia and/or a supervisor who engaged in a dating, romantic, or sexual relationship with an employee, or a person engaged in a potentially-conflictual relationship, the existence of the sexual or romantic relationship will be a factor in the District of Columbia's decision to provide legal representation to the supervisor or the employee(s) engaged in a relationship.

V. PROCEDURES FOR STOPPING SEXUAL HARASSMENT; REPORTING AND INVESTIGATING SEXUAL HARASSMENT CLAIMS

A. Employee Obligations

1. District Government employees are bound by the principles set forth in the Code of Conduct at 6B DCMR §§ 1800.2–1800.4 and are expected to act at all times in a manner reflecting their roles as public servants. Depending on an employee's role in the District Government, the obligations regarding the prevention of sexual harassment may differ. "Employees" for the purpose of this Order include contractors engaged by the District Government performing work on behalf of the District similar to that as its employees, such as at District worksites.

2. All employees are obligated to:

a. Refrain from engaging in behavior that constitutes sexually harassing conduct;

b. Refrain from initiating or conducting a prohibited dating, romantic, or sexual relationship as described in Section IV.A. of this Order;

c. Disclose their own dating, romantic, or sexual relationships with other employees if required in Section IV.D. of this Order;

d. Affirm their agreement to comply with this Order;

e. Complete annual sexual harassment training;

f. Cooperate fully in any inquiry or investigation into an alleged violation of this Order; and

g. Refrain from any behavior that may call into question the impartial and harassment-free provision of services to constituents, agency clients or customers, contractors, or grantees.

3. Supervisors should take particular care to avoid conduct that could lead to allegations of sexual harassment, considering time, place, and situations of interactions with employees.

B. Employee Communication

1. To avail themselves of the procedures and protections of this Order, when a District Government employee finds conduct unwelcome, intimidating, or offensive, they may: (a) tell the person who is engaging in offensive or inappropriate sexual conduct to stop and that such conduct is unwelcome; or (b) ask the employee's supervisor, General Counsel, or Sexual Harassment Officer to advise the person that the conduct is offensive and unwelcome; or (c) proceed immediately to file a complaint of sexual harassment under this Order.

2. Employees and others engaged in intervention are encouraged to document all intervention efforts or requests to cease reported inappropriate sexual conduct, including conversations, texts, or email exchanges.

C. Reporting Allegations of Inappropriate Conduct of a Sexual Nature or Sexual Harassment

1. All District Government employees are encouraged to help ensure that District Government workplaces are free of sexual harassment. Employees who know of incidents of inappropriate conduct of a sexual nature, as well as behavior that may create an intimidating, hostile, or offensive work environment, or who are victims of inappropriate conduct of a sexual nature, should report the inappropriate conduct.

2. Employees may report to the Sexual Harassment Officer ("SHO") of their agency or any other agency, or the supervisor or manager of the employee engaging in inappropriate conduct, to their own supervisor, or to the agency General Counsel. Contractors, grantees, and customers of agencies may report allegations of inappropriate conduct of a sexual nature to the SHO of the relevant agency or any other agency, the relevant agency's General Counsel, the supervisor of the employee who engaged in the alleged inappropriate conduct, or their grant or contract administrator.

3. Allegations of sexual harassment against the Mayor, City Administrator, Mayor's Chief of Staff, Mayor's Senior Advisor, Director of the MOLC, any Deputy Mayor, or any official who directly reports to the Mayor, shall be referred to the Inspector General to determine if the allegation is credible, in which case it shall be referred for independent investigation. Such investigations shall be carried out by an entity outside the District Government and those reports shall be provided to MOLC (or the City Administrator if the allegation is against the Director of the MOLC) and the Inspector General.

D. Agency Responsibilities

1. Sexual Harassment Officers ("SHOs") and Investigations

a. Each Deputy Mayor's Office and each agency shall designate a primary SHO and an alternate SHO and shall update the designations, as needed, on an ongoing basis. Each agency shall provide the names of its SHOs to DCHR, and DCHR shall maintain a current District-wide list of agency SHOs. Further, pursuant to D.C. Official Code § 1-546.01(2), SHOs shall be registered with the Office of Human Rights ("OHR").

b. SHOs shall be trained and qualified to serve. To be qualified to serve as a SHO, individuals must have taken and continue to take annual training provided by DCHR and OHR. SHOs may but are not required to be an agency's Equal Employment Opportunity ("EEO") officer, or human resources manager; they must be competent in EEO laws and be designated by the agency to accept sexual harassment complaints and to review and investigate claims. SHOs need not be attorneys.

c. The primary and alternate SHOs for a smaller agency may be employees of another agency (i.e., the SHO of a larger agency may serve as the SHO for a smaller agency). An agency of any size may also obtain assistance from another agency's SHO in handling a particular investigation, including having another agency's SHO carry out an investigation, where there is a possibility of the appearance of a conflict of interest, or for administrative convenience. For the purposes of this Order, a smaller agency availing itself of this option will still be referred to as the "agency."

d. A person seeking to report a violation of this Order may file with any agency SHO, not solely the SHO at their agency or the agency at which the alleged sexual harassment occurred. Persons filing complaints, however, are not entitled to have the investigation conducted by the person of their choosing.

e. If a complaint is reported to someone other than the SHO, the person receiving the complaint must notify the agency SHO, unless giving notice would raise conflict of interest concerns, in which case the person must notify the agency General Counsel.

f. Unless the complaint is against the agency General Counsel, the SHO shall immediately notify the agency's General Counsel of the complaint, and the General Counsel shall thereafter notify the Mayor's Office of Legal Counsel ("MOLC"). The SHO may consult with the agency's General Counsel, or the General Counsel's designee, for legal guidance on conducting the investigation and shall notify the General Counsel of any issue that may require higher-level support. If the complaint is against the General Counsel, the SHO shall notify the MOLC directly.

g. SHOs should review DCHR's SHO training materials before initiating an investigation. DCHR has training materials on duties to inform the bargaining unit, the right to union representation during investigatory questioning, assessing credibility, unconscious bias, conducting interviews, gathering evidence, protecting confidentiality, preservation of evidence, when to stop an investigation and refer a matter for criminal investigation and more.

h. The primary function of a SHO is to accept complaints alleging violations of this Order and to gather, investigate and review the factual basis of the claim(s). SHOs may corroborate or refute factual allegations; SHOs may provide impressions and evidence regarding the credibility of witnesses. They weigh such evidence and may take into account their impressions of the credibility of witnesses. Ultimately, SHOs make and submit to the appropriate agency Director recommended determinations of whether the allegations are substantiated or are not substantiated. They are not to make legal conclusions about whether sexual harassment occurred.

i. Investigations of allegations of inappropriate conduct of a sexual nature shall be conducted, and the associated investigation report completed, as soon as practicable, within sixty (60) days after the filing of the report of the alleged sexual harassment, absent unusual circumstances.

j. The investigative report shall include a description of the allegations, a description of the SHO's investigation, a description of the evidence adduced by the SHO, and the SHO's recommended determination as to whether the allegations were substantiated. The SHO shall transmit the report to the Director or agency Director's designee and General Counsel of the agency where the alleged harasser is employed.

2. Interim Remedial Actions

a. Pending the completion of the SHO investigation and report, the issuance of the agency report, and the imposition of any disciplinary action, and to protect the rights of the alleged victim as well as the alleged harasser, the agency may take temporary personnel actions that do not result in any adverse employment action to either party.

b. When an agency becomes aware of an allegation of misconduct of a sexual nature, the agency shall notify the alleged harasser of the reported behavior and may demand that the alleged behavior cease immediately and not be repeated.

c. The agency shall take such other remedial steps as it deems appropriate to mitigate the possibility of the alleged harassing conduct continuing.

d. Interim remedial actions are administrative rather than disciplinary and may include, but are not limited to, transfers, reassignment of duty station, changed shifts, duties or reporting requirements, mandatory administrative leave with pay, or other appropriate measures that do not result in reduction of pay, demotion in title or responsibility, or other loss of employee benefits. In general, the agency should avoid moving the alleged victim or changing the alleged victim's shift, or taking similar action affecting the alleged victim, unless the alleged victim requests the action; if the agency takes such an action absent a request from the alleged victim, the agency should make clear to the alleged victim that the action is being taken in pursuit of an effective and prompt stop to any alleged harassment, and not in retaliation for reporting the alleged harassment.

e. Personnel authorities are encouraged to find alternative, reasonably comparable placement during the pendency of an investigation for the accuser or accused in lieu of administrative leave with pay, where possible and if consistent with any collective bargaining agreements.

3. Post-SHO Investigation Agency Actions

a. The agency Director or agency Director's designee may reject a SHO report and return it to the SHO for further investigation, information, documentation, or analysis if the agency Director or designee

considers the report to be incomplete, inadequate, or otherwise unacceptable.

b. If the report is not rejected, the agency Director, or the agency Director's designee, within fourteen (14) days of receiving the SHO's report, shall issue an agency report that accepts, modifies, or rejects the SHO's findings and substantiation recommendations, describes the rationale for any such modifications or rejections, and makes conclusions as to whether the substantiated allegations constitute a violation of this Order. The SHO report shall be included as an attachment to the agency Director or designee's report. The agency Director or designee shall consult with the agency's General Counsel during the preparation of the report regarding relevant legal standards or other legal issues.

c. If the report determines that a violation of this Order has occurred, the report shall be submitted to the agency's human resource officer for appropriate disciplinary action, up to and including termination. The agency shall require that any employee found to have violated this Order whose employment is not terminated must attend mandatory sexual harassment training within sixty (60) days after the issuance of the agency report.

d. The agency must provide the employee and the alleged harasser with a summary written notification of its findings and conclusions (final agency decision) after the sixty (60) day period and shall convey the same to MOLC within five (5) days after it is issued. The notice shall include a description of each allegation and the agency's determination as to whether the allegations were substantiated or were unsubstantiated. Such notice shall not include summaries of witness interviews, credibility determinations, or legal analysis; the notice is a simple recitation of the allegations and the determination as to whether the allegations were substantiated or were unsubstantiated.

e. Any conclusion in the SHO or Director's report that a violation of this Order occurred does not constitute a final legal conclusion that sexual harassment under the D.C. Human Rights Act or federal law occurred. Conversely, a finding that was not substantiated is not a legal conclusion that no violation of the D.C. Human Rights Act or federal law occurred.

f. Consistent with norms regarding the privacy of personnel actions, the complaining party shall not be informed of any disciplinary actions against the alleged harasser.

g. Regardless of whether a complaint has been substantiated, relevant staff, including the General Counsel, are authorized to work together to advise the Director or deciding official as to whether to recommend or implement personnel actions or management procedures to reduce the possibility of reoccurrence of any inappropriate behavior or behavior that poses risks for the District. Any meetings among the General Counsel, human resources staff, and agency management shall endeavor to preserve the confidentiality of the complaint generating the meeting or consultation to the greatest extent possible.

4. Communicating the Order: Orientation, Pledges, Training, and Notifications

a. The personnel authority shall circulate this Order to all new hires during their orientation, shall give each new hire time to read a summary of the Order during orientation, and shall obtain a signed verification that the new employee has read the summary and pledges not to engage in sexual harassment or any other conduct that violates the rules prohibiting sexually harassing behavior, certain dating, romantic, or sexual relationships, and requiring disclosure of certain relationships. Agencies with supplemental orders relating to sexual harassment shall provide those orders, too, to onboarding employees.

b. When individual contractors are working inside an agency in a manner akin to a District Government employee, the agency or the supervising contractor shall obtain signatures from individuals during onboarding orientations affirming their agreement to abide by this Order.

c. New employees shall take a course on sexual harassment as part of the on-boarding process and in no event more than fourteen (14) days after being on-boarded. Agencies shall by December 11, 2023

circulate this Order to all current employees.

d. Agencies shall follow up to provide delivery to difficult-to-reach employees, including employees on leave and work-related travel. Agencies are responsible for confirming that each employee has received this Order by email, verification through Peoplesoft, or return of a signed copy.

e. By December 11, 2023, each agency shall email the names of the agency's primary and alternate SHOs to all its employees and shall send reminders or updates of who the agency's SHOs are at least annually to agency employees.

f. Each agency shall prominently post notices in conspicuous locations accessible and used by a substantial number of agency employees, identifying the agency SHO and Alternate SHO, how to report sexual harassment, and that sexual harassment investigations are to be kept confidential to the greatest possible extent consistent with their investigation and resolution. Agencies shall post the notices no later than thirty (30) days after receipt of the template notice from the Office of Human Rights required by Section V.K. of this Order.

g. Agencies shall take a digital photograph of each posting and transmit it to the SHO program coordinator at DCHR with a description of the location at the time of each posting.

h. Individuals and entities entering into contract or grant agreements with the District Government must affirm that they will abide by the D.C. Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR § 1100 et seq.

i. District agencies drafting contracts and grants shall require such affirmations as part of the contract or grant agreement.

E. Employee Responsibility to Participate in Agency Investigations

1. District Government employees are required to cooperate fully in a SHO or independent investigation of a workplace sexual harassment complaint.

2. If an employee who alleges sexual harassment or is believed to have been the victim of sexual harassment declines to assist and/or participate in the investigation of the allegation, or requests the agency not conduct an investigation, the agency may on its own initiative investigate or refer the matter for investigation.

3. Employees who were not themselves victimized, who, after a direct request by the SHO or other investigator, decline to participate in a sexual harassment investigation, may be subject to disciplinary action.

4. Any consideration of whether to recommend disciplinary action for failure to cooperate in an investigation on the part of an alleged victim requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

F. Discipline for Making False Statements or Representations

1. Making materially false statements, and misrepresentation, falsification or concealment of material facts or records in an investigation of allegations of sexual harassment is conduct warranting disciplinary action, up to and including termination.

2. Consideration of whether to recommend disciplinary action against an employee who is also the alleged victim of sexual harassment requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

G. Discipline after a Finding of Sexual Misconduct or Harassment

The agency shall recommend appropriate disciplinary action, such as described in Section 1607.2(k) of the District Personnel Manual, 6B DCMR § 1607.2(k), up to and including termination of any employee found to have engaged

in sexual misconduct or sexual harassment as defined in Section III of this Order.

H. Rights of the Alleged Harasser

Persons accused of sexual harassment deserve the full protections afforded to them under the law in administrative matters, including, but not limited to, the right to respond to allegations of sexual harassment; to counsel and representation, including a union representative or other representative of their choosing, and including the presumption of innocence, unless and until there is a finding of harassment after an investigation by the agency or where appropriate, OHR. The right to counsel does not include the right to have counsel paid for by the government.

I. DCHR Responsibilities

1. DCHR shall quarterly reach out to all designated primary and alternate SHOs to confirm that they continue to serve in those roles. If DCHR is unable to reach a designated SHO or to confirm that the individual still serves as the agency's primary or alternate SHO, DCHR shall work with the agency to identify a new primary or alternate SHO for the agency. DCHR shall post a list of agency SHOs on its website and update it as necessary.

2. DCHR shall develop reporting forms for disclosure of dating, romantic, and sexual relationships and for applications for waivers of the prohibition on relationships in the chain of command.

3. DCHR shall work with agencies to verify that all employees have completed the annual training on sexual harassment required by Section V.A.1.e. of this Order.

4. DCHR, working with the Office of the Chief Technology Officer, shall create a means through Peoplesoft for employees to acknowledge their receipt of the Order and agreement to comply with its provisions.

5. DCHR, in consultation with OHR, shall review, update, and provide training materials for agency SHOs, including training on investigative techniques.

6. DCHR shall establish qualification standards for SHOs and verify each SHO's qualification to serve as a SHO.

7. DCHR, in consultation with OHR and the Sexual Harassment Task Force, shall create and disseminate training and collateral materials on this Order, the sexual harassment provisions of the D.C. Human Rights Act, and other sexual harassment law and policy, to all agencies under the direct authority of the Mayor and to such independent agencies as may request access to DCHR materials. The training and collateral materials should be tailored to employees in various roles, such as senior officials, managers, attorneys, human resources personnel, and new or existing employees, and should take into account that many District Government employees work primarily in the community and may not have regular access to computer-based training modules.

J. Office of Human Rights (OHR)

1. OHR shall develop training for EEO officers on the standards of the D.C. Human Rights Act, including the changes made by the Human Rights Enhancement Amendment Act of 2022.

2. OHR shall provide consultative services to DCHR and the Sexual Harassment Task Force in creating and disseminating training and collateral materials on this Order, the sexual harassment provisions of the D.C. Human Rights Act, and other sexual harassment law and policy, to all agencies.

3. OHR shall provide a template notice to agencies for agencies to post where the agencies can fill in the name of their SHO and alternate SHO and providing basic information on the prohibition against sexual harassment, how to report, and confidentiality, pursuant to Section V.E.4.d. of this Order.

VI. PROHIBITION AGAINST RETALIATION

A. Retaliation Prohibited

Retaliating against a District Government employee for reporting or filing a claim of sexual harassment, assisting another person in reporting or asserting a claim of sexual harassment, opposing sexual harassment, acting as a witness in a sexual harassment investigation, refusing to follow orders that would result in sexual harassment, intervening to protect others from sexual harassment or advances, or challenging an allegation of sexual harassment, is strictly prohibited. Employees shall not be penalized as a result of their assertion of their rights under the D.C. Human Rights Act or providing truthful information in connection with an investigation (whether on behalf of a complainant or a respondent). Retaliatory behavior may include, but is not limited to, unwarranted reprimands, unfairly downgrading personnel evaluations, transfers to less desirable positions, verbal, or physical abuse, and altered and more inconvenient work schedules. Employees found to have engaged in retaliatory behavior shall be recommended for appropriate disciplinary action, up to and including termination.

B. Process for Alleging Retaliation

Claims of retaliation are generally beyond the scope of the investigatory authority of agency SHOs because SHOs may not be trained in assessing the legality or validity of managerial decisions such as evaluations and assignments and investigations into retaliation would be difficult to conduct in the rapid timeframe set forth in this Order. Employees who believe they have been retaliated against must file a complaint with an EEO Counselor within one hundred and eighty (180) days of the alleged retaliation and subsequently file a complaint with OHR within fifteen (15) days of receipt of the Exit Letter if the employee is not satisfied with the outcome of EEO counseling.

VII. LIMITS

Lodging a complaint regarding sexual harassment does not shield an employee from all discipline or discharge. Agencies may discipline or separate a complainant if the agency is motivated by non-retaliatory and non-discriminatory reasons that would otherwise result in such discipline or separation.

VIII. CONFIDENTIALITY

A. Protecting confidentiality is critical to encouraging victims of sexual harassment to come forth and share their stories. It encourages witness cooperation and protects the reputations of those involved. For those reasons, SHO investigations should be kept confidential.

B. Confidentiality is not absolute. SHOs must disclose information to the alleged harasser for the alleged harasser to have a full and fair opportunity to respond. SHOs may have to disclose information to witnesses to gather more information from them. SHOs must keep agency General Counsels updated for reporting purposes and for investigation support purposes. SHOs also may have to disclose criminal conduct or threats to law enforcement. SHOs should not make pledges of total confidentiality.

C. Investigative reports are confidential, highly private, and deliberative and shall not be released without a court order. Neither the complainant nor the alleged harasser shall be provided with a copy of the investigative report.

D. SHOs, the agency, and MOLC shall take all reasonable steps to ensure that no information contained in the complaint file is disseminated except in furtherance of the investigation; for entry into E-risk or another risk management system; to assist in resolution of the allegations; as necessary for execution of any consequences stemming from the investigation; when lawfully released; or when required by court order.

IX. TIMELY FILING AND STATUTE OF LIMITATIONS

Complaints of sexual harassment shall be reported as promptly as possible. Agencies should investigate alleged acts of sexual harassment beyond the legal statute of limitations, or deadlines otherwise provided by regulation or collective bargaining agreement, taking into consideration the sensitive nature of the alleged offense, the pressure the complainant may have felt not to report the conduct, when the victim became aware of behavior that was not immediately apparent, or a pattern of harassing behavior that developed over time. Some remedies or sanctions may be unavailable due to delays in filing, but even delayed investigations may yield information to the agency in its ongoing efforts to prevent and remediate sexual harassment or may add to the credibility of similar, future allegations should a pattern emerge of allegations against a particular person or practice.

X. RECORDS

A. Agencies shall maintain records of complaints and investigations conducted for three (3) years from the date of the complaint.

B. For each fiscal year, each agency shall track how many complaints of sexual harassment were made by the agency's employees; were made about its agency employees by customers/clients of the agency; grantees or contractors of the agency, and how many complaints were made of sexual harassment of the agency's employees by customers/clients, grantees or contractors, or members of the public during the agency's duties.

C. In addition to the number of complaints, agencies shall track how many matters were investigated; were resolved by mediation; were substantiated; were deemed unsubstantiated; resulted in administrative or disciplinary action against one or more individuals determined to have violated this Order or sexually harassed the complainant; have resulted in legal action; have resulted in a settlement (including the amount of any financial settlement); and how many are pending. Pursuant to the Sexual Harassment Data Collection Act, annual fiscal year data required to be produced under D.C. Official Code § 1-546.02 shall be transmitted to the Office of Human Rights on or before October 15 of each year.

D. Centralized reporting, however, should be ongoing, and agencies are directed to submit such interim, monthly, or quarterly reports as may be requested by DCHR, the MOLC, OHR, or the Sexual Harassment Task Force, and to enter incidents into E-Risk as directed.

E. Any warnings to an employee(s) to halt a particular type of behavior – whether generally or as to a particular employee(s) – shall be recorded and transmitted to the agency's human resource office and to the Mayor's Office of Legal Counsel. In the context of addressing complaints of sexual harassment, any other interventions made for an employee, customer/client, grantee or contractor shall also be recorded, whether or not they arose from an informal counseling session, a complaint of sexual harassment, a complaint regarding behavior in a dating, romantic, or sexual relationship, anonymous report, or any other means.

XI. CONCURRENT REMEDIES AND JURISDICTION

A. Non-Exclusivity of Remedies

This policy is intended to supplement or be an alternative to other processes that allow persons to complain of sexual harassment. The procedures established by this Order are separate and distinct from other options persons with grievances relating to sexual harassment may have, through the Office of Human Rights, the Equal Employment Opportunity Commission, any grievance procedure available under their collective bargaining agreement, ethics complaint and investigation processes administered by the Board of Ethics and Government Accountability, or any other statutory or regulatory complaint process. Filing a complaint under this Order does not stay or delay any filing deadlines in any other forum.

B. Filing a Formal Complaint with the Office of Human Rights

In addition to pursuing action within the agency, an alleged victim of sexual harassment, or a person acting on the victim's behalf with or without the victim's consent, may report a sexual harassment claim within one year of the alleged harassment or its discovery to OHR using its Intake Questionnaire Form. EEO counseling is not required prior to the filing of a complaint with OHR.

C. Filing a Complaint with the Equal Employment Opportunity Commission

Some complaints may fall within the jurisdiction of the federal Equal Employment Opportunity Commission.

D. Relationship and Remedies under Negotiated Grievance Claims

Filing a report or complaint under this policy does not satisfy the requirements for filing a negotiated grievance and obtaining remedies under a collective bargaining agreement, nor does the complaint under this Order delay the

time limits for initiating such a procedure. To pursue a negotiated grievance claim, the employee should file a grievance in accordance with the provisions of the applicable collective bargaining agreement.

E. Criminal Remedies and Referrals

1. Where there is an allegation of criminal misconduct, including for example, sexual assault, kidnapping, stalking, or a threat to do bodily harm, the agency may, after consulting its General Counsel, place the victim and/or the alleged harasser on administrative leave with pay pending final administrative resolution of the complaint or any criminal proceeding.

2. The complainant at his or her choice may report the alleged criminal violation to a law enforcement agency, including the Metropolitan Police Department ("MPD"). Where a criminal violation occurred, the agency shall recommend discipline of the perpetrator up to, and including, termination.

3. While it is generally the alleged victim's decision to report sexual harassment offenses for possible criminal prosecution, if during an investigation the agency uncovers evidence of ongoing crimes (such as sexual extortion of beneficiaries of government services) or criminal activity collateral to or extending beyond the reported allegations of sexual harassment, such as gun-related offenses, the agency shall notify law enforcement.

F. Crime Victim Hotline

The agency shall also remind complainants of sexual assault or other possible crimes of the existence of the DC Victim Hotline. The hotline, 1-844-443-5732, is available 24/7 by telephone, text, or online chat to seamlessly connect victims of crime to free resources to help them navigate the physical, financial, legal, and emotional repercussions of crime. Through the hotline, victims may be matched with an advocate who can help them decide whether to pursue a matter through the criminal justice process.

G. Courts of Law

This Mayor's Order is directed towards preventing and remedying sexual harassment in District Government operations and it does not preclude complainants from obtaining counsel and pursuing any remedies they may have in courts of law. The options discussed in this Order do not constitute legal advice; deadlines for filing, procedures, and substantive offenses or remedies may change over time.

XII. APPLICABILITY OF PERSONNEL RULES

Any proposed personnel action instituted under this Order is subject to the regulations set forth in the District of Columbia Personnel Manual at Title 6B of the District of Columbia Municipal Regulations.

XIII. SEXUAL HARASSMENT TASK FORCE

A. There is hereby established the Sexual Harassment Task Force as an internal task force comprised of representatives of the Office of Human Rights, the Mayor's Office of General Counsel, the Department of Human Resources, the Assistant City Administrator, and the Mayor's Office of Legal Counsel, as designated by the head of each office, and such other individuals as these members may invite to serve as additional members of the task force. The task force shall meet from time to time to develop and advise on trainings, make recommendations about needed policies, review draft regulations, and otherwise take action or recommend measures to fulfill the intent of this Order: including to reduce the incidence of sexual harassment, train employees on what to do when faced with inappropriate workplace conduct, including harassment, and provide additional, effective procedures for addressing inappropriate conduct of a sexual nature. The task force may invite experts and other individuals to participate in the meetings and deliberations of the task force.

B. The Sexual Harassment Task Force shall, no later than May 1, 2024, make recommendations in the following areas and shall provide such recommendations to the appropriate agencies with authority to carry out the

recommendations or make final decisions regarding them. The recommendations need not be in the form of a report and may remain deliberative discussion items until finalized and accepted:

1. Communications to District Government employees about the District's sexual harassment policies;

2. Updates to required trainings for SHOs and agency General Counsels;

3. Recommendations for building a workplace free from sexual harassment;

4. Any recommended adjustments to prohibitions and disclosures regarding dating, romantic, and sexual relationships; and

5. The performance and progress by the agencies named in this Order in completing the responsibilities assigned to them.

XIV. SUPERSESSION

This Order supersedes Mayor's Order 2017-313 and any other provision of a previous Mayor's Order or practice pursuant to that Mayor's Order, to the extent of any inconsistency.

XV. EFFECTIVE DATE: This Order shall become effective November 10, 2023.

_____

MURIEL BOWSER

MAYOR

ATTEST: _____

KIMBERLY A. BASSETT

SECRETARY OF STATE OF THE DISTRICT OF COLUMBIA

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Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director	CG	10/9/2025
2. Chris Earley, Deputy Director	CE	10/8/25
3. Julia Wiley, General Counsel	JW	10/7/25
4. Bill Winston, Associate Director of Community Services	WW	9/30/2025
5. Ernest Merchant, Program Analyst	EM	9/25/25
6.		

SUBJECT: ULS - Housing Services

Director's Comments:

Action							
APPROVAL ☒	CIRCULATE ☐	CORRECTION ☐	FILE ☐	FYI ☐	INVITATION ☐	MEETING ☐	SIGNATURE ☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- University Legal Services, Inc. NBAP FY26 Housing Services $1,576,00.00 Grant 2025-12

Originating Office

FROM: E. Merchant	TELEPHONE NUMBER:
DATE: 9/25/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE: OFFICE OF THE DIRECTOR OCT 9 '25 AM9:10

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

REV 1.0 10/25/23

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

OCT 09 2025

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Ernest Merchant
Program Analyst

Date: September 25, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME: **University Legal Services**

ACTIVITIES FUNDED: **Housing Services**

GRANT AMOUNT: **$1,576,000.00**

ATTACHMENTS:

FY25 Executed Grant Agreement #2025-12
FY26 Grant Modification Agreement #2025-12
Statement of Work
Budget
Workplan
Signed CDBG Compliance Checklist Board Resolution
Opinion of Counsel
Certificate of Good Standing Proof of Insurance

DHCD Contract No. 2025-12
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

MODIFICATION OF GRANT AGREEMENT
BY AND BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
AND
UNIVERSITY LEGAL SERVICES INC.

This Modification of Grant Agreement (the **"Modification"**) is entered into as of the 9 day of October 2025, (**"Effective Date"**), by and between the **District of Columbia**, a municipal corporation (hereinafter sometimes referred to as the **"District"**), acting by and through the District of Columbia Department of Housing and Community Development (hereinafter referred to as the **"Grantor"** or **"DHCD"**), and **University Legal Services Inc.** [Entity Identifier NUHRJ8ZMKLN8], a non-profit corporation organized and existing under the laws of the District of Columbia, (hereinafter sometimes referred to as the **"Grantee"**) with its principal place of business at 220 I St NE Ste 130, Washington, DC 20002. The Grantor and Grantee shall be together referred to as the "Parties."

RECITALS:

1. DHCD, with offices at 1909 Martin Luther King, Jr. Avenue, SE, Washington, DC, 20020, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program pursuant to the District of Columbia Community Development Act of 1975 (D.C. Official Code § 6-1001 *et seq.*) and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Parties entered into a Grant Agreement (DHCD Contract No. 2025-12) **("Grant Agreement or "Agreement")** effective on February 1, 2025, that memorialized a funding award to Grantee derived from the District's Community Development Block Grant Program ("CDBG") Grant allocation for the purpose of providing a range of HUD housing counseling services that benefit low and moderate-income persons in the District of Columbia for the period from February 1, 2025 through December 31, 2025. (**"Grant Term"**). The Grant Agreement is attached hereto as ***Exhibit A*** and incorporated herein.

3. Section III.C. of the Grant Agreement included an erroneous statement regarding immigration status of Grant services beneficiaries.

4. Pursuant to Section XXII. of the Agreement, the Parties desire to amend the Agreement to correct that erroneous statement and for other purposes.

NOW, THEREFORE, in consideration of the mutual agreements of the Parties set forth herein, the Parties hereby agree as follows:

1. The above recitals are hereby incorporated and made a part of this Amendment.

2. Capitalized terms used in this Amendment that are not defined herein shall have the meanings given to such terms in the Grant Agreement.

3. **Section III. Grant Award Subsection C. Paragraph 1**
The second sentence, to include footnote 5 for a Housing Counseling Services Grant or footnote 7 for a Small Business Services Grant is deleted. **This change is retroactive to the Grant Effective Date.**

4. **Section IV. Grant Term and Periods of Performance**
The Grant term and Periods of Performance are revised. The text in the first paragraph of Section IV. is deleted and replaced with the following text:

*The term of this Agreement shall commence on the Effective Date and continue through September 30, 2026 (**"Grant Term"** or **"Term"**). There are two Performance Periods during this Term. The first Performance Period begins on the Effective Date and ends on September 30, 2025. The second Performance Period begins on October 1, 2025, and ends on September 30, 2026.*

5. **Section III. Grant Award** is amended to add a new subsection B. to read as follows:

*B. The Grant Award is amended to authorize a budget for Grant services to be provided during the Performance Period that begins October 1, 2025, and ends on September 30, 2026. (**"FY 2026 or FY 26"**). Total Grant authority in FY 26 shall not exceed **One Million Five Hundred Seventy-Six Dollars and No Cents [$1,576,000.]**.*

The FY 2026 Grant funding is allocated as follows:

Sources and Uses of Funds:

Public Service ("PS") [CDBG EN]	*$ 125,179.*
Non-Public Service ("NPS") [CDBG EN]	*$ 450,131.*
NRSAs Ward 7 and Ward 8 [CDBG EN]	*$1,000,690.*
TOTAL CDBG [EN]	*$1,576,000.*
TOTAL AWARD [All Sources]	*$1,576,000.*

Notwithstanding the designated source of funds, the Grantor reserves the right to provide funding from another source(s). In all cases, applicable Federal and District laws and regulations shall apply regardless of the source.

The FY 26 funds will be used to fund a range of services which HUD has defined as (insert one of the following)

- ***Housing Counseling Services: Public Services and Non-Public Services provided by a HUD Approved Counseling Agency ("HCA").***

The specific Grant activities are described in ***Exhibit B*** *attached hereto, which includes:*
(a) the Statement of Work,
(b) The Grantor approved Workplan

(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as ***Exhibit C****. and incorporated herein. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.*

6. The Parties agree that this Modification does not otherwise affect or impair their obligations under the Grant Agreement, and all terms, conditions and obligations of the Grant Agreement, not amended herein, shall continue in full force and effect as prescribed in the Grant Agreement.

7. This Modification shall be binding upon and inure to the benefit of the Parties to this Agreement and to their successors and assigns and continue so long as the Grant Agreement is effective.

8. Grantor and Grantee agree that if any of the terms and conditions contained herein shall contradict any of the terms and conditions in the Grant Agreement, the terms and conditions contained herein shall prevail.

IN WITNESS WHEREOF, the Parties have executed this Modification by and through their duly constituted and authorized officers and agents on the day and year first hereinabove written.

[Signature pages follow]

GRANTOR SIGNATURE PAGE

DISTRICT OF COLUMBIA, a municipal corporation acting by and through the Department of Housing and Community Development

By: _____
Colleen Green
Director

10/9/2025
Date

Legal Review:

By: Julia H Wiley
Office of the General Counsel
Department of Housing
and Community Development

Date: 10/7/25

DHCD Contract No. 2025-12
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

GRANTEE SIGNATURE PAGE

UNIVERSITY LEGAL SERVICES INC.
a District of Columbia nonprofit corporation

By: Jane Brown
Jane M. Brown , Esq.
Executive Director

10/10/25
Date

DHCD Contract No. 2025-12
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT A

FY 2025 Grant Agreement

Division: NBAP

ROUTING AND TRANSMITTAL SLIP

Executive Summary / Decision Memoranda

Required Signatures	Initials	Date
1. Colleen Green, Director		3/17/25
2. Chris Earley, Deputy Director	for CG	3/14/25
3. Julia Wiley, General Counsel	JW	3/14/25
4. Bill Winston, Associate Director of Community Services	JWLW	3/13/25
5. Ernest Merchant, Program Analyst	EM	3/13/25
6.		

SUBJECT:

Director's Comments:

Action

APPROVAL	CIRCULATE	CORRECTION	FILE	FYI	INVITATION	MEETING	SIGNATURE
☒	☐	☐	☐	☐	☐	☐	☒

LIST ALL THE PAGES THAT NEED THE DIRECTOR'S SIGNATURE AND/OR NOTARY:

HAS THE DIVISION MANAGER LISTED THE DOCUMENT ON THE WEEKLY GOOGLE LOG SHEET? ☐

ADD SPECIAL INSTRUCTIONS OR INFORMATION:

Legal Sufficiency/Grant Execution- University Legal Services, Inc.- NBAP FY25 Housing Services $1,047,859.90 Grant 2025-12

Originating Office

FROM:E. Merchant	TELEPHONE NUMBER:
DATE:3/13/25	DUE DATE:

DATE RECEIVED BY THE DIRECTOR FOR SIGNATURE — DATE STAMP HERE: OFFICE OF THE DIRECTO MAR 17 '25 PM2:40

DATE RETURNED WITH DIRECTOR'S COMMENTS — DATE STAMP HERE:

RESPONSE DATE TO DIRECTOR'S COMMENTS — DATE STAMP HERE:

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXECUTIVE SUMMARY

MAR 17 2025

To: Colleen Green
Director

Through: Chris Earley
Deputy Director

Through: Julia H. Wiley
General Counsel, OGC

Through: Bill Winston
Associate Director of
Community Services

From: Ernest Merchant
Program Analyst

Date: March 13, 2025

Subject: Request for Grant Agreement Execution

Residential and Community Services Division requests execution for the following CDBG-funded Grant Agreement:

GRANTEE NAME:	**University Legal Services**
ACTIVITIES FUNDED:	**Housing Services**
GRANT AMOUNT:	**$1,047,859.90**
ATTACHMENTS:	**FY25 Grant Agreement #2025-12** **Statement of Work** **Budget** **Workplan** **Signed CDBG Compliance Checklist** **Board Resolution** **Opinion of Counsel** **Certificate of Good Standing** **Proof of Insurance**

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

DISTRICT OF COLUMBIA.

COMMUNITY SERVICES
HOUSING COUNSELING SERVICES

GRANT AGREEMENT

BY AND BETWEEN
THE DISTRICT OF COLUMBIA
AND

UNIVERSITY LEGAL SERVICES INC.

This Grant Agreement ("Grant" or "Agreement"), is made effective as of March 14, 2025, ("Effective Date"), by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the D.C. Department of Housing and Community Development (hereinafter referred to as "Department," "DHCD" or "Grantor") and University Legals Servcies, a District of Columbia non-profit corporation Grantee [DUNS No. Unique Entity Identifier (UEI) NUHRJ8ZMKLN8] (hereinafter referred to as "Grantee") with its principal place of business at 220 I St NE Ste 130 Washington DC 20002. Grantor and Grantee shall be collectively referred to herein as the "Parties."

RECITALS

1. The Department with offices at 1909 Martin Luther King Jr Avenue SE, is undertaking the planning and execution of housing and community development activities in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975, D.C. Official Code§ 6-1001 *et seq.*, and the District of Columbia Reorganization Plan No. 3 of 1975.

2. The Department is authorized to fund community based non-profit organizations that provide housing counseling services for low- and moderate-income persons.

3. On June 7, 2024, the Department published a Notice of Funding Availability ("NOFA") in the D.C. Register, which announced the forthcoming issuance of the Fiscal Year

("FY") 2025 Request for Applications ("RFA") for the Neighborhood-Based Activities Housing Counseling Services Program ("HCSP"). The RFA was issued on June 21, 2024, that solicited applicants to provide services to District of Columbia ("District") residents as a part of the Department's HCSP. HCSP includes Public Services ("PS"), and Non-Public Services ("NPS") as defined in Section I herein. U.S. Department of Housing and Urban Development ("HUD") approved counseling agencies employing one or more certified HUD counselors are eligible to provide both PS and NPS services, while organizations which do not have HUD approval status may provide PS services only. The RFA included an opportunity for applicants to provide one or more of seventeen (17) services listed in the RFA. These services include HUD-approved counseling in keeping with 24 CFR 5.100 and related Federal regulations (in 2 CFR Part 200, and 24 CFR Part 214) as well as services related to local DC programs which are administered by the Department. The RFA and the requirements set forth therein are also incorporated by reference herein.

4. The Grantee's RFA application demonstrates that its organization possesses project management, and organizational and administrative capacity to successfully perform as a nonprofit grant subrecipient under the Department's HCSP, and accordingly DHCD has determined to award a grant to the Grantee in FY 2025 ("25" or "2025").

5. The Grantor proposes to fund HCSP grant activities in FY 2025 from its allocation of Community Development Block Grant ("CDBG") funds authorized by Title I of the U.S. Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), 24 CFR Part 570.

6. As a condition precedent to disbursement of the Grant proceeds to Grantee for the sole and exclusive purposes described in Exhibit A (which includes the "Statement of Work" and the approved "Workplan", both attached hereto and made a part hereof), the Department requires that Grantee enter into this Agreement setting forth the terms and conditions of the Grant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are hereby incorporated by reference and made a part hereof.

Section I. Definitions.

A. As used herein, the following terms shall have the meanings indicated:

a) **Fiscal Year**: All references to Fiscal Year(s) ("FY") herein refer to the District Government fiscal year which is October 1st to September 30th
b) **Neighborhood Revitalization Strategy Area** ("NRSA") refers to the HUD approved areas of Wards 7 and 8 which have been designated as strategic areas for revitalization. Services to Ward 7 and Ward 8 regardless of whether Public Service or Non-Public Service, attributed to the NRSA.
c) **Non-Public Services** refers to 24 CFR 5.100 counseling services provided to clients in connection with the purchase of a specific home. All other 24 CFR 5.100 counseling is Public Service.
d) **Public Services** refers to all other services and may include group training and/or one on one counseling.
e) **Performance Periods**: The Performance Period is defined as the start date and end date for which Grant funds are awarded to execute an approved Workplan and Statement of Work in keeping with the RFA for FY 2025. (See Section IV below.)

Section II. Exhibits.

The Exhibits listed below and the terms and conditions of the same are incorporated herein and made a part of this Agreement.

A. Services to be Provided
- Statement of Work
- Section 3 from the FY 25 RFA: Services
- Workplan as approved by the Grantor

B. Budget
- Schedules A (3-1) and A (3-2) for the First Performance Period

C. Required Reporting Forms
- Monthly Performance Report on group trainings/orientations/workshops and one on one counseling (in connection with the Statement of Work and Workplan), as well as reports on DHCD certificates issued, outreach and marketing activities, and upcoming group trainings.
- Quarterly Beneficiary Data and Demographics for each of the following (a) PS, (b) NPS, and (c) NRSA activities.
- Quarterly Language Access Report (Optional)

- Quarterly Banking Report (as applicable)
- Quarterly Procurement Report (as applicable)
- Quarterly Submission of Minutes of Board of Directors Meetings

D Method to determine Client Eligibility for Services
E Budget Modification Form
F Drug Free Workplace Certification
G Service Area Eligibility
H Insurance Requirements
I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

Section III. Grant Award

A. The Department shall make a Grant of the District's CDBG Entitlement Grant Federal Award No: B-24-MC-11-0001 ("CDBG Federal Award") to Grantee in an amount not to exceed One Million Forty-Seven Thousand Eight Hundred Fifty Nine Dollars and Ninety Cents ($1,047,859.90) (the "Grant") and is allocated as follows:

Sources and Uses of Funds:

Public Service ("PS") [CDBG EN]	$ 96,459.90
Non-Public Service ("NPS") [CDBG EN]	$ 281,400.00
NRSAs Ward 7 and Ward 8 [CDBG EN]	$ 670,000.00
TOTAL CDBG [EN]	$1,047,859.90

Notwithstanding the source of funds designated above, the Grantor reserves the right to provide funding from another source(s). In all instances, applicable Federal and District laws and regulations shall apply regardless of the funding source. The Grant award shall be used to fund a range of services which HUD has defined as Housing Counseling Services: Public Services and Non-Public Services by a HUD Approved Counseling Agency ("HCA").

The specific Grant activities are described in Exhibit A (attached hereto) which includes
(a) the Statement of Work,
(b) Lines of Services - Section 3.2 of the Request for Applications (RFA), and
(c) The approved Workplan

(The Grantor reserves the right to alter or modify the Statement of Work for any reason including but not limited to the District's needs, or the Grantee's capacity or performance.)

C. The Grant services will benefit low-and-moderate income persons living in the District of Columbia. In keeping with recent Presidential Executive Orders, Grantees should only use grant funds for US citizens and should maintain such documentation to prove citizenship.[45]

Funds to be provided under this Grant shall be utilized by the Grantee for CDBG eligible activities in accordance with the approved budget, which is attached to this Agreement as Exhibit B. The Grant funds may be disbursed for eligible costs, as approved by the Grantor.

D. The Catalog of Federal Domestic Assistance ("CFDA") number is 14.218.

E. The Uniform Administrative Requirements for Federal Grants are applicable to this grant award and are available online at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1. Also, the Grantee must comply with the Community Development Block Grants regulations 24 CFR part 570 that govern this award and other related HUD regulations, which are incorporated herein by reference.

Section IV. Grant Term and Periods of Performance

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2025. During this term, there are two Performance Periods. The First Performance Period is the Effective Date to September 30, 2025. The Second Performance Period is October 1, 2025, to December 31, 2025.

Funding for each Performance Period is in the sole discretion of the Grantor and requires meeting all due diligence requirements prior to award.

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[45] Examples of such document may include copies of unexpired state issued Real ID identification or driver's license, unexpired US passport or US passport card, active duty Military ID, current Green Card or Naturalization documents with state issued photographic identification.

The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of Grant funds or other Grant assets.

Section V. Statement of Work/CDBG Eligible Activities/Eligible Costs/Business Operations

A. CDBG Eligible Activities

1. Grantee shall use the CDBG Grant proceeds solely to fund Grantor-approved service activities that are intended to provide services and empower low- and moderate- income persons in the District of Columbia to make informed housing choices and achieve their housing goals, whether it's finding affordable rental housing, purchasing a home or obtaining financial assistance for critical home repairs.

The best way to provide this critical information to a client in order to assist them in their decision-making process is to adhere to 24 CFR 5.100[46] [in which a HUD certified counselor conducts (1) intake (2) financial and housing affordability analysis with affordability calculation (3) an action plan and (4) follow-up counseling to implement the action plan and achieve its stated goals].

The Grant services to be provided are described in Exhibit A. This description includes the major tasks, activities and project deliverables to be provided under this Grant. The Grantor reserves the right to alter or change the District of Columbia program requirements including eligibility, services provided, service methodology, service delivery and program goals during the performance period.

The proposed Grant activities are CDBG eligible activities pursuant to 24 CFR 570.201(e).

2. Grantee shall sponsor outreach events that inform the community about the Grant activities and participate in other community events as requested by Grantor.

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[46] 24 CRF 5.100: "Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214. Homeownership counseling and rental counseling are types of housing counseling."

3. The Grantee must retain records which demonstrate that each activity funded under this Grant is CDBG eligible and document the amount of CDBG funds expended for each activity. This includes the activity itself, the outcomes, and the records concerning beneficiaries in keeping with subsection (B)(2) below receiving services. Any authorizations needed together with beneficiary statistical information should be obtained by the Grantee during intake or registration. HUD does not grant exceptions or authorize the District to make exceptions to this requirement.

B. CDBG National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention of slums or blight; 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. The Grantee certifies that the CDBG-assisted activities to be carried out under this Agreement will meet the National Objective of primarily benefiting low- and moderate-income persons (limited clientele activities) in accordance with Federal and District Requirements. The minimum threshold requires that at least 51% of the households served with CDBG funding must be low- and moderate-income households; provided however, that a Grantee whose application claimed additional scoring points for agreeing to provide Grant services to more than 51% low- and moderate-income beneficiaries, must adhere to the percentage they elected in their application.[47]

In accordance with the Grantee's election in their Application for a grant award and for receiving additional points in scoring, the Grantee has agreed to exceed the minimum requirement and to serve at least 90% low- and moderate-income beneficiaries.

Note: This percentage cannot be decreased as it was used for scoring in a competitive round of funding.

4. The Grantee shall disclose to any client that services are provided free of charge by a Grant funded by DHCD using Federal funds and therefore the Grantee has certain reporting

[47] In responding to the RFA published June 21, 2024, applicants were given the opportunity to receive additional points in scoring for committing to exceed the CDBG minimum threshold to either a 75% minimum or a 90% minimum.

requirements in order to provide the Grant services free of charge. The Grantee shall use appropriate forms to obtain a client authorization, as required, to comply with the terms of this Agreement and to meet HUD reporting requirements,

C. Staffing

Where HUD requires services are to be provided by a Certified HUD Housing Counselor, the Grantee shall comply with that requirement and not permit services reserved to HUD certified counselors to be provided by others.

To the extent applicable, Grantee agrees to secure the services of qualified personnel that are licensed and bonded in the District of Columbia to perform the CDBG Federal Award activities and services listed in Exhibit A.

Any changes in personnel or their general Grant responsibilities as set forth in Exhibit A are subject to the prior written approval of DHCD. In this regard, it is essential that the Grantee immediately report terminations and proposed new hires to the Grantor.

D. Business Operations

1. Grantee shall observe business hours of operation onsite in their service location(s) that align with District Government hours of operation specifically Monday through Friday 9:00 am to 4:30 pm (DC holidays excepted)[48] and shall ensure that sufficient staff are on site at Grantee's place of business to carry out Grant services.

2. During the hours of operations, Grantee shall have live answered telephones for incoming calls. If the Grantee's phone system utilizes an auto-attendant function or voicemail, announced option to the caller must include an option to press a certain key (such as "0" for an Operator) to be connected to a staff person in real time who can answer and field questions, redirect a caller to a staff person who can address a caller's inquiries, or provide registration information. DHCD and other DC agencies such as the Office of the Attorney General may check Grantee's compliance with this requirement from time-to-time.

[48] DC Holidays include New Year's Day, Dr. Martin Luther King, Jr. Holiday, Washington's Birthday, DC Emancipation Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Day.

E. Grantee may offer clients virtual appointments as well as virtual group informational or educational activities, but Grantee shall also provide clients an option for in-person services (including both in-person one on one appointments as well as some in-person group informational or educational activities.) The Grantee shall not refuse in-person services to DC residents.

F. Housing Resource Center (HRC) and Late Night Hours: As required by the RFA, "Applicants selected for the award shall participate (in a regular rotation) in staffing onsite at the Department's Housing Resource Center (HRC). The HRC provides services to DC residents by appointment and walk-ins." The HRC is located in the Grantor's offices at 1909 Martin Luther King Jr Av SE. The HRC coordinator, in conjunction with the Associate Director for Community Services, will develop a schedule in consultation with Grant subrecipients for staffing the HRC on a rotating basis on weekdays.

RFA applicants were awarded additional points in their score by committing to "Extended Office Hours." The options included providing office hours until 7:00 pm at least one (1) day a week in their office location and/or until 7:00 pm at least two (2) days a month in the HRC.

In accordance with the Grantee's selection in their Application for grant award and funding, the Grantee has committed to serve Extended Office Hours Extended Office Hours until 7:00 pm one (1) day a week in their office and one (1) day in the HRC.

Section VI. Disbursement/Required Support Documentation

A. Reasonable, Allowable, Necessary, Allocable

1. Grantee may request reimbursement for actual expenses incurred to provide services and as described in the Grant Budget (A 3-1 and A 3-2). Requests must meet all four criteria: reasonable, necessary, allowable, and allocable. (2 CFR 200.305)
   a. ***Allowable costs.*** Reimbursements are limited to the expenses directly related to activities supported by the grant activities and are subject to the regulations of the Federal and District Governments. Expenses related to activities should be necessary, reasonable, allowable and allocable.
   b. ***Limitations on allowable costs.*** A grantee may not use an indirect cost rate to determine allowable costs under its grant.
   c. **Some *Unallowable costs.*** Expenses that are not allowable include (but are not limited to) sales tax, late fees, debts, tips & gratuities, food, alcohol, controlled substances, cash reserves or investments, money given to individuals (including

donations, grants or loans), contributions to organizations, costs of fundraising, fund development, grant writing, advocacy, lobbying, and purchase of goods or services for personal use or benefit.

2. In addition, Grantee must demonstrate to the reasonable satisfaction of the Grantor that Grant performance milestones have been achieved. All requests for payment of eligible expenses shall be associated with the budget line items specified in Exhibit B (Budget Schedule A (3-1), estimated cost invoices and satisfactory Grant performance.

3. Grantees may not be reimbursed for expenses paid through Cash app or other similar peer-to-peer payment platforms, since such platforms create issues for recordkeeping, auditability, and compliance with grant regulations.

4. The Grantee shall not supplant funds or seek reimbursement for expenses that may be reimbursed by another grant (Federal, District, or private) either prior to or subsequent to reimbursement by the Grantor.

5. The Grantee must have the capacity for bookkeeping and accounting services required to track Grant expenses and create payment requests in keeping with Federal and District requirements, either on staff or by a third-party contractor.

6. The Grantee shall create and submit payment requests in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the Grantee to create and submit invoices by selecting the applicable purchase order number which is listed on the Grantee's profile.

7. All Grantees must be registered in the portal prior to invoice submission. The vendor portal website is **https://cfo.dc.gov./supplier_portal**. Please log onto the portal for further details and instructions. Questions can be submitted to **suppliers@dc.gov**.

B. Form of Submission of Payment Requests

1. The cover sheet to the reimbursement package must be the 30A Form of the Department [RCSD DHCD 306A Revised October 2024]. No other cover sheet is needed. This form should contain the Purchase Order Number, the IDIS Number, and the Partial Payment Number in accordance with Department's guidelines.

Payments requests are contingent upon certification by the Grantee in the following form as contained on the 306A (RCSD DHCD 306A Revised October 2024). The Certification is to be made by the chief executive officer, or the chief financial officer or the chief operations officer if the Governing Board has authorized this officer to act on behalf of the board to sign.

"I certify that all items, quantities and prices of work and material shown in the requisition are correct to the best of my knowledge and belief. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information , or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812." (2 CFR 200.415)

2. Page 2 and Page 3 shall be the Reimbursement Request A 3-1 and A 3-2.

3. Page 4 shall be the Invoice Cover Sheet with:
   a. A unique identifier (e.g. a row number or brief alphanumeric code) shall be assigned by the Grantee to non-personnel invoices and with the same unique identifier marked on each and every supporting document (e.g. receipt, proof of payment, cancelled checks, contracts, scopes of works, services rendered, vendor statement or document, Grantee's notes) submitted. The unique identifier shall be listed on the invoice cover sheet.
   b. Vendor's name
   c. Remittance address
   d. Invoice number
   e. Invoice date
   f. Contract number (also known as Grant Number)
   g. Purchase order number (if any)
   h. Invoice Amount
   i. The Amount which the Grantee is requesting reimbursement
   j. Quantity of goods/services delivered. Deliverables. Shipping and payment terms
   k. Other substantiating documentation that justifies and supports the payment request.

4. Page 4 and subsequent pages as needed shall include the supporting documents for the reimbursement request including signed timesheets, payroll reports, invoices from vendors marked as described above. (See Section E below.)

C. HUD Related Requirements

1. Federal regulations require that reimbursement under the Grant is tied to (a) beneficiary data reporting and (b) program performance. Failure to meet reporting deadlines for performance and/or beneficiary service data will suspend temporarily the processing of Grantee payment requests. Staff unavailability does not waive the requirement to meet reporting deadlines, and Grantee shall ensure that adequate staff are trained or cross-trained to prepare and submit reports timely.

2. The Grantee should be aware that HUD maintains an *Integrated Disbursement and Information System* ("IDIS"), a database in which the Grantor must make reports during the performance period on each Grantee's account. HUD flags subrecipient accounts when reporting is not provided by a deadline. Such a flag shall constitute a default. Multiple flags or failure to meet the conditions for HUD to remove a flag may result in suspension or termination in keeping with Section XII (C) of this Agreement.

D. Schedule for Submission of Reimbursement Requests

1. Requests for reimbursement shall be submitted in a timely manner by the date due. Failure to meet a deadline shall constitute a default.

2. On the 10th day of each month, the Reimbursement Request shall be for the prior month; provided however, the September reimbursement request must be submitted earlier in October on the date specified by the Office of the Chief Financial Officer of the District of Columbia, which is usually between the 5th and 7th day of October. *(Grantee may wish to use other funding sources for the late September payroll to facilitate meeting the deadlines.)*

3. In order to close-out the grant by September 30th, the October request should be the only request submitted in September.

4. The monthly schedule for submission is as follows:

Month	Due Date
March	April 10th
April	May 10th
May	June 10th
June	July 10th
July	August 10th
August	September 10th
September	October 5th or 7th as specified by the DC CFO
October	November 10th
November	December 10th
December	January 10th
January	February10th
February	March 10th

5. As applicable, expenses incurred pursuant to a project commitment in IDIS that has been approved by the Grantor and are otherwise eligible for reimbursement at the Grantor's sole discretion, may be reimbursed, regardless of when those expenses were incurred.

E. Source Documentation

1. All costs and obligations incurred under this Grant Agreement must be supported by source documentation (e.g. invoices, receipts, contracts, canceled checks, etc.). Documentation may also include approved time distribution sheets and certified payroll reports for employees and contracts.

2. The Grantee must satisfy all documentary requirements to the reasonable satisfaction of the Grantor prior to the disbursement of Grant funds.

F. Requirements Applicable to Disbursed Funds/No Escrow

1. Grantee shall not escrow Grant funds. However, nothing shall prohibit the Grantee from supplementing funding for these activities from other sources including other grants, funders or donors.

2. Any cash advances disbursed pursuant to this Agreement must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate

cash requirements of the Grantee in carrying out the purpose of the Grant. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct Grant program or project costs and the proportionate share of any allowable indirect costs.

3. If at any time it is determined that more Grant funds are disbursed to Grantee than what was required by the Grantee's immediate disbursement needs, Grantee shall immediately return to Grantor the excess funds.

4. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations or fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee.

G. The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect cost rate, as further described in Section (C)(4) and Section (C)(5) (Reporting Requirements) below.

H. In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant proceeds within three (3) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant proceeds, unless another date shall be agreed to be the parties in writing. The Grantor reserves the right to recover such losses by any legal remedy available.

Section VII. Budget Modifications

A. Any amendments to the budget (change in the amounts specified in the individual cost categories set forth in Exhibit B). may be approved by the Grant Administrator, so long as the total amount of the budget is not exceeded.

B. Any increase in the total Grant amount must be approved by the Director of the Department. If the change is made at the request of the Grantee, the request shall be in writing dated and shall be submitted on a Budget Modification Form, attached hereto as Exhibit E.

1. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and dated using the appropriate excel format or the appropriate online portal if available.

2. The Grantee shall make modification requests by June 1st, to allow sufficient time for processing prior to the start of the fourth quarter of the fiscal year. No more than two modifications may be required in the performance period. Requests for modification to the budget shall not be approved after June 1, 2025, except for extenuating circumstances specified in writing, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion.

3. The Department will not approve reprogramming of personnel funds for positions not filled in compliance with this Agreement and Grantee's personnel policies submitted to Grantor. If at any time DHCD requires a more detailed budget breakdown than the one contained herein, the Grantee shall provide such supplemental budget information in a timely fashion and in the form and content prescribed by DHCD.

Section VIII. Conditions Precedent to Grant Closing and Grant Disbursement

Grant closing shall mean the date on which Grantee has satisfied all conditions precedent to execution to the satisfaction of the Grantor, at which time both parties have executed and delivered the Grant Agreement. No Grant proceeds shall be disbursed prior to Grant closing.

The following conditions must be met prior to Grant closing:

A. Eligibility Determination. Determination by the Grantor that Grantee's proposed Grant activities meet eligibility and national objective requirements specified by the CDBG Program regulations at 24 CFR §§ 570.200 through 570.209. Grantor has determined that the proposed Grant activities are eligible for CDBG Program funding pursuant to 24 CFR 570.201(e) (provide housing counseling services to low- to moderate-income households).

B. Environmental Clearance. Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historic preservation reviews, and HUD has issued an approval of the release of funds.

C. Due Diligence Submissions. The following items must be delivered to DHCD for approval prior to Grant execution and Grant closing:

1. Articles of Incorporation, organizational by-laws and certification of nonprofit status.
2. Board/Corporate Resolution, memorializing
   a. the Grantee's intent to enter into this Agreement
   b. identifying the total Grant amount of the award
   c. identifying the Grant Number
   d. identifying the funding source(s) of the award, and
   e. identifying the authorized person by name and title who is authorized to sign on behalf of the corporation to enter into this Agreement.
3. Certificate of Good Standing
   a. issued by the DC Department of Licensing and Consumer Protection (DLCP)
   b. certified within 6 months of the Effective Date of this Agreement.
4. Certificate of Clean Hands
   a. issued by the DC Office of Tax and Revenue (OTR)
   b. certified within 90 days of this Agreement.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia to carry out the Grant activities.
6. Evidence that Grantee has obtained insurance, as provided in Exhibit H. If the renewal period for any insurance requirement occurs during the Grant performance period, the Grantee is required to submit to the Grantor evidence (Certificate Of Insurance) of insurance renewal to cover the remaining Grant performance period.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Effective Date.
8. An Affirmative Action Plan ("AAP") must be submitted by the Grantee for review and approval by the District prior to Grant execution and the disbursement of any Grant proceeds. The AAP shall be in a form to be determined by the District and must detail the Grantee's efforts to comply with the District's goals for achieving equal employment in District government contracts and set forth specific standards for the utilization of minorities in all job categories, as required by Mayor's Order 85-85 and District law.
9. Drug-free Workplace Certification (Exhibit F).
10. Debarment affidavit and verification confirming that Grantee is not debarred or suspended or otherwise excluded from or ineligible for participation in federal or District assistance programs under Executive Order 12549 or District law.

D. Opinion of Counsel. Grantee shall submit a written opinion of the Grantee's attorney, which states that the attorney has read the Grant documents and that the Grantee:

- Is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary.
- Has the full authority and legal right to carry out the terms of this Grant Agreement and all documentation required hereunder to be executed by Grantee; and
- Has taken all actions to authorize the execution, delivery and performance of this Grant Agreement and any documents required to be executed in connection with the Grant according to their respective terms

The Opinion shall further state that none of the aforesaid actions, undertakings or agreements violate any restriction, term, condition or provision of the Grantee's organizational documents or any contract or agreement to which Grantee is a party or by which it is bound. The Opinion must identify the Grant Agreement by name and Grant number, and the counsel must specifically identify the documents upon which the Opinion is based.

E. Current on District Obligations. Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant, including all local taxes and charges affecting Grantee's business.

F. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Proceeds, including, but not limited to the Council of the District of Columbia and the Chief Financial Officer of the District of Columbia.

G. Clearance Approval issued by the DHCD Office of Program Monitoring.

Section IX. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. The Grantee shall cure all report deficiencies identified by the Department and resubmit for approval by the Grantor within 14 calendar days of the notification. The requirements of monthly and quarterly reports [VII.(A) and (B) are in Exhibit C.]

A. Monthly Reporting

Monthly Performance Reporting. The Grantee shall use the online reporting portal provided by the Grantor and shall provide a complete performance report by the 10th day of each month reporting on Grant activities, accomplishments and performance of the prior month. Failure to submit the report by the tenth day of the month following the end of each

month shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

B. Quarterly Reporting

On the 10th day of January, April, July, and October, the following quarterly reports for the previous three months shall be due and provided by the Grantee in the form and method required by Grantor:

1. Quarterly Report on **Beneficiary Data and Demographics** (separate reports for PS, NPS and NRSA).

2. **Banking Report** (as applicable)

3. **Non-expendable Equipment Inventory Report** (as applicable) (the purchase or lease of non-expandable equipment). The purchase of all computer equipment must have prior approval from the Department.

4. **Procurement Report** (as applicable).

5. Copies of the **Minutes of the Board of Directors** meetings, which took place during the previous quarter; and

6. **Language Access Report** (optional) - If services are provided in languages other than English, we encourage a language access report to be made.

Failure to submit any or all Quarterly Reports by the tenth day of the month following the end of a quarter shall constitute a default and will result in suspension of Grant reimbursements during the corrective period for the Grantee to cure the default(s).

C. Additional Report Requirements

The following reports are due to the Department within the timeframes indicated below. If these documents were previously submitted, they must be updated and resubmitted.

1. Fringe Benefits Report

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects funded from the proceeds of this Grant shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefits rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the change. The report shall be submitted to DHCD within fifteen (15) days of Grant execution.

The fringe benefits rate for any personnel costs funded by this Grant shall not exceed 20% of the base salary rate indicated in Schedule A Form A (3-2) of the budget (Exhibit B).

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to the date of the Offer Letter.

All personnel costs approved under this Grant Agreement must be filled within ninety (90) days of Grant execution or within ninety (90) days of the vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than ninety (90) days, whether intermittent or consecutive, at any time during the Grant period may result in the loss of funds for the position.

Grantee must submit transcripts of training or continuing education for individual staff and counselors to the Grantor.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with CDBG funds, in accordance with the requirements specified in 2 CFR Part 200 (Exhibit D). The property inventory list must include, at a minimum, a short

description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

a. The Grantee shall submit a budget and Cost Allocation Plan showing its direct and indirect costs and the allocation of such costs to the Grantee's activities, including the administration of the activities and services provided under this Agreement. The plan must show all allowable and unallowable costs and how such costs are included in the direct and indirect costs in accordance with 2 CFR Part 200.

b. A current Cost Allocation Plan must be submitted no later than thirty (30) days following Grant execution.

c. The Cost Allocation Plan must include all sources of funding for the Grantee, including this, Grant and to which program/cost centers each source has been applied using the Grantee's chart of accounts (referencing individual budgetary line items).

The Grantee must provide:

i. the total amount of funding from each funding source,
ii. the total staff employed by the Grantee, regardless of funding source, staff allocation per grant/program and the estimated percentage of time spent per grant program.

d. As required by HUD, the Cost Allocation Plan is subject to approval by the Grantor. The Grantee shall cure any defects or omissions in the Cost Allocation Plan within 60 calendar days of the notice to cure.

e. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. The waiver request must detail the reasons for the waiver request and include a copy of the relevant audited financial statements.

f. Claims for reimbursement of documented Grant expenses shall comply with 2 CFR Part 200 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.

5. Indirect Cost Rates

a. Grantees may request reimbursement for indirect costs based on their Cost Allocation Plan. The Cost of Allocation Plan must be reviewed and approved by the Grantor. The Grantee is required to keep records of the expenses charged to the Indirect Cost Rate for monitoring and close-out.

Grantees with Indirect Cost Rates are required to use their indirect cost rate. Grantees with provisional rates must demonstrate the rate is not expired or that it is currently used by a Federal Agency in awarding Federal funds to the Grantee during the current Fiscal Year. Other Grantees may use the Federal *de minimis rate* of 15%. In either case (*De Minimis rate* or Federally Approved rate), Grantee shall maintain records (available during monitoring, or close-out or upon request) indicating which costs in the cost allocation plan and the dollar amount have been attributed to the Indirect Cost.)

Indirect cost rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with supporting documentation. DHCD will not make adjustments to indirect cost rates after June 1st.

The Grantor does not issue or award Indirect Cost Rates.

Grantees who wish to obtain a Federally authorized Indirect Cost Rate are encouraged to contact the "Cognizant Agency" which is the US Department of Health and Human Services.

b. For all personnel costs funded under this Agreement, Grantee must maintain documentation for use of indirect cost funding and provide the same when requested for verification of expenditures in keeping with the approved cost allocation plan, including, but not limited to cancelled checks, employee signed and supervisory approved employee time sheets, invoices and bank records.

c. Expenses charged to an indirect cost rate must be accompanied by and cross-referenced to and reconciled with an independent audited financial statement, which accounts for all (grant funded and non-grant funded) activities by the Grantee during the fiscal year in which the indirect cost rate is based.

6. Organizational Audit

Grantee must submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year.

Note to All Grantees: All Grantees must ensure their financial records are available for review or audit by appropriate officials of the Federal Government and the District Government.

7. Auditor's Management Letter.

Grantee shall submit an auditor's Management Letter to the Grantor at the time it submits the annual audit.

8. Procurement Policy. Accounting Policies and Procedures. and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution, the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of the Grant. These policies and procedures shall be in accordance with the requirements of 2 CFR Part 200. The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

If the Grantee has previously submitted these documents, and the documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a certified statement (the "Re-certification Letter") to the Grant Administrator indicating when the most current document was submitted to the District and certifying that no changes to these policies and procedures have since been made.

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D. Summary of Report Deliverables and Receipt Due Dates:

	Report	Receipt Due Date
1	Monthly Performance Report	No later than the 10th day of each month
2	Quarterly Beneficiary Data	No later than January 10th, April 10th, July 10th and October 10th – a separate report for each use: PS-NPS-NRSA
3	Language Access Report (Optional)	No later than January 10th, April 10th, July 10th and October 10th
4	Fringe Benefits Report	Within 15 days of Grant execution
5	New Hires/New Employees Information (Job Description & Resume) HUD certificate if certified counselor	10 Days prior to the Offer Letter of Employment being sent to the candidate
6	Notice of Vacant Position	Within 10 days following the vacancy
7	Non-expendable Equipment Report	Within 15 days of Grant execution and quarterly thereafter
8	Procurement Policies and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
9	Accounting Manual and Procedures	Within 15 days of Grant execution, unless Recertification with attestation is submitted
10	Cost Allocation Plan (based on and tied to the most recent audit)	Within 30 days of Grant execution
12	Independent Financial Audit	Within 90 Days of the Close of the Grantee's Fiscal Year

	Report	Receipt Due Date
13	Single Audit Report (if applicable)	Within 30 Days of submission to the Federal Audit Clearinghouse
14	Auditor's Management Letter	Submitted with the submission of the Audit
15	Requests to revise Budgets and/or Workplans	Prior to the 1st day of June
16	Grantee's Close-Out Report (Section XV.) Inventory Report & Annual Report	Within 90 Days of the end of the Term of the Grant.
17	HUD 9902	Within 30 Days of Submission to HUD
18	HUD Monitoring Report	Within 30 Days of Receipt from HUD monitor or the HUD intermediary monitor.

Section X. Accounting/Audit Requirements

A. Accounting System

1. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in Exhibit B.

2. Accounting records should be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.

3. Any funds provided to the Grantee or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest-bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

Grantee shall submit an annual audit or financial statement to Grantor within ninety (90) calendar days of the end of the Grantee's fiscal year, contingent on the following:

1. Grantees receiving an aggregate of $1,000,000 or more from all funders in Federal funds must in accordance with Federal regulations obtain an independent audit (Single Audit Act of 1984 , Single Audit Amendments Act of 1996, and 2 CFR Part 200). A standard audit may be supplied pending the completion and submission of the Single Audit.

2. Grantees:
   (a) Required to be audited by any State or political subdivision(s) thereof (whether by statute or regulation) or
   (b) Who conduct an audit to submit to any government or private funder, or foundation or corporate funder or
   (c) Whose governing body or senior management obtains an audit,

   shall be required to submit that audit to the Grantor upon receipt of the same.

If the Grantee is not audited in accordance with (1) and (2) above, the following shall apply:

3. A Grantee whose corporate entity receives or expends less than $999,999 as reported to the Internal Revenue Service in the 990 Tax Return without amendments, deletions or summarized details must file with the Grantor a financial report prepared by an independent Certified Public Accountant and certified by the same that contains:
   - income statement or Statement of Activities,
   - balance sheet or Statement of Financial Position,
   - statement of Functional Expenses by program or cost centers such statement to break out separately the Grantor's funding by Grantor's program(s) separately from all programs or cost centers used.
   - statement of cash flows, and
   - independent review and certification of the financial statements including a review of the management's financial internal controls.

   In addition, the nonprofit organization must file a biennial audit that covers both years within a biennial period. See 2 CFR Part 200, Subpart F.

4. The Grantee shall fully clear any deficiencies noted in the audit reports within sixty (60) days after receipt by the Grantee.

5. . Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default of this Grant and may result in the withholding of future payments and/or debarment from participation in future Grants.

Section XI. Grant Administration

The Grant Administrator is:

William Winston
Associate Director for Community Services
DC Department of Housing and Community Development
1909 Martin Luther King Avenue SE, Room 304
Washington, D.C. 20020.

The telephone number is (771) 208-9628. All concerns regarding the technical implementation and interpretation of this Grant are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line-item changes and terms) where there is no dollar increase.

Section XII. Repayment of Grant Funds/Grant Performance Monitoring Default and Remedies

A. HUD Monitoring

The Grantee is subject to monitoring by HUD and agrees to provide all required information, data, records, files including client files, case notes, correspondence and emails, reports, beneficiary data, performance data, financial records, supporting documentation, to satisfy HUD monitoring. Notwithstanding the date of a finding by HUD, should HUD make a finding, the Grantee shall be responsible to cure the defect, and should HUD require repayment of Grant funds for any reason to the Federal Government, the Grantee shall be responsible for repayment in the amount specified by HUD. Repayment shall be made to the District of Columbia and by the District to the Federal authority in satisfaction of the HUD requirement. HUD monitoring is not confined to the performance period but extends through the record retention period provided in Section XV.

B. Grant Performance Evaluation

1. DHCD will monitor the performance of the Grantee to ensure that the goals and performance standards stated in the Statement of Work and Work Plan and RFA are being achieved according to schedule and within budget.

2. All records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. Grantee shall make timely submission of all information and/or records requested by DHCD or HUD to assess performance under the Agreement.

C. Suspension or Termination of Grant Assistance

1. In accordance 2 CFR 200.340 and 200.341 and 200.343, suspension or termination of CDBG Grant assistance may occur according to the Default provision in subsection D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner.

2. If Grantee fails to correct the substandard performance within thirty (30) days after receiving written notice from DHCD, suspension or termination of this Agreement will be initiated.

3. In accordance with 2 CFR 200.340(a), suspension or termination of Grant assistance may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

Subject to any applicable notice requirement and right to cure, the occurrence of any of the following shall constitute an event of default:

1. Failure to comply with any of the CDBG Program rules, regulations or provisions referred to in this Agreement, or such other Federal or District statutes, regulations, executive orders, District of Columbia mayoral orders, HUD rulings, policies or directives applicable to this Grant:

2. Failure to comply with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement.
3. Substandard performance by the Grantee or any of its agents under this Agreement, as determined in the sole and reasonable discretion of DHCD; or
4. Improper use of funds provided under this Agreement.

A determination of default shall be made in the sole and reasonable discretion of DHCD.

E. Remedies for Default

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of a written notice to the Grantee, Grantor may take one or more of the following actions, as determined in its sole discretion:

1. Terminate and suspend further disbursement of any remaining Grant assistance.
2. Disallow all or part of the cost of the activity or action that is not in compliance with this Agreement.
3. Wholly or partially suspend or terminate the current Grant award; or
4. Take other legal remedies that may be available.

F. Termination for Convenience

The Grant may be suspended or terminated on the basis of convenience as provided in 2 CFR 200.340(a).

G. Reversion to DHCD of Grant Assistance

1. Upon default by the Grantee under the terms of subsection D above, which has not been cured, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request the following:

i. Any Grant funds in its possession (whether or not committed),
ii. Any accounts receivable attributable to the use of Grant funds; and
iii. The portion of any income directly generated by (or the prorated proportion of) Grant funds for the activities described in this Agreement.

2. Upon final completion of the projects and activities for which CDBG funds have been provided by DHCD, expiration of the term of this Agreement, cancellation, or determination of this Agreement, the Grantee shall transfer any unspent, excess or surplus CDBG Grant funds, to include accounts receivable attributable to the use of the CDBG funds.

H. Grantor Non-Waiver

DHCD's delay or failure to act with respect to a breach by the Grantee does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section XIII. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, and 2 CFR Part 200, as deemed applicable by the Grantor. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Fund Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Organizational Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter arising from this Grant Agreement.

D. Cancellation Ceiling

In the event of cancellation of the Grant because of non-appropriation of funds for a specific fiscal year, there shall be a cancellation ceiling of zero dollars.

E. Anti-Deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, Grantor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code§ 47.105. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-Deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section XI. of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements.
2. Performing technical evaluations as required.
3. Interpreting the Statement of Work and other language in the Grant.
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with the District and other laws and regulations applicable to the Grant.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

Jane Brown
Executive Director
University Legal Services, Inc.
220 I Street, NE
Washington DC 20002
(202) 547-4747
jbrown@uls.org www.uls-dc.org

H. Misuse of Grant Funds

Any alleged fraud, waste, abuse or mismanagement of Grant funds shall be immediately reported to the Grantor and the District of Columbia Office of the Inspector General ("OIG"). The OIG may be reached at (202) 724-TIPS (8477) and (800) 521-1639 or at oig.dc.gov

I. Nonassignability

Grantee will not sell, assign, pledge or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

Section XIV. Insurance

A. The Grantee shall obtain at least the minimum insurance coverage set forth in this Section XIV. and Exhibit H prior to the Effective Date and keep such insurance in force, as may be applicable, throughout the Grant period of performance.

B. Fidelity Bond: The Grantee must procure Fidelity Bond coverage in an amount equivalent to the total Grant budget. Pursuant to 2 CFR Part 200, Fidelity Bond coverage is required to protect the District's interest in the dollar amount of the Grant. Should Grantee be unable to procure a Fidelity Bond, Grantee shall submit proof that it has obtained general liability insurance that covers internal employee criminal activity or directors' and officers' liability insurance.

Section XV. Records Retention/Access

A. Records Retention

The Grantee shall retain all records demonstrating compliance with CDBG requirements and that are pertinent to this Grant for no less than five (5) years from Close-out of this Grant Agreement, including any extension thereof made in accordance with Section XVI. [Option to Extend] and including but not limited to Close-Out in IDIS of any HUD requirements. See Exhibit 5.1 in this link: https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-5.pdf

B. Extension of Retention Period

Notwithstanding the foregoing retention requirement in paragraph A above, if any litigation, claim, HUD monitoring or audit is initiated before the expiration of the retention period, records shall be retained for a period of not less than four (4) additional years following completion of the actions and resolution of all proceedings (e.g. litigation, claim, HUD monitoring or audit) involving the records.

C. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility, progress and achievement toward program goals and secure such records in a manner subject to applicable privacy laws. Such data may include, but is not limited to, client name, address, income level, case notes, correspondence and a description of service(s) provided. The Grantee shall use software which is HUD compliant to maintain client records. The Grantee shall transmit client records and files in a manner that is compliant with HUD's Personally Identifiable Information (PII) requirements.

D. Access to Records

All Grantee books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Grant funds shall be made available to the Department, HUD, its designee, representatives of the Inspector General of the District of Columbia or the Office of the DC Auditor at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.

E. National Objectives

The Grantee agrees to maintain documentation that demonstrates that the activities carried out with CDBG funds provided under this Grant meet the CDBG national objective of benefiting low- and moderate-income persons, as defined in 24 CFR part 570.208.

F. Copyright

If this Agreement results in any copyrightable material or inventions, DHCD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Section XVI. Federal and District Public Policy Requirements

Grantee shall fully comply with the following Federal and District policy requirements, as deemed applicable by Grantor:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federal-assisted and federal conducted programs and activities .

C. The requirements of Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

D. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.-) and implementing regulations at 24 CFR I part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

E. The requirements of Executive Order 11246, as amended by Executive Orders 11375. 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

F. The Conflict of Interest provisions of Federal and District laws strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of Federal funds to comply with 2 CFR 200.317 to 200.327 and

any sections of Title of 24 the Code of Federal Regulations concerning CDBG funding which are more restrictive than the Uniform Guidance Code for use of CDBG funds. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within (fifteen) 15 business days of execution of the Grant Agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict-of-Interest declarations to be executed by each employee and board member.

G. The Hatch Act. Chapter 15 of Title V. United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

H. The National Environmental Policy Act or other legislation implemented by 24 CFR part 58.

I. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement as Exhibit F.

J. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991H FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.

2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any grant,

or the entering into any extension. continuation. renewal, amendment of modification of any grant.

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and

c. He or she will include the language of the certification in all sub- grant awards at any tier and require that all recipients of sub-grant awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this Grant imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure, as the applicable grant shall so provide.

K. The Americans with Disabilities Act of 1990 (ADA) - Notwithstanding anything contained herein to the contrary, during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

L. The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are applicable pertaining to economic opportunities for low and very low-income persons. 24 CFR part 135.

M. First Source Program - Contractors and subcontractors of a government-assisted Project totaling $300,000 or more must comply with the District's goals for the recruitment, referral and placement of District residents. See D.C. Law 5-93, as amended, D.C. Official Code§ 2-219.01 et seq.

Section XVII. Close-Out Provisions

Activities and tasks during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor, and determining the custodianship of records (which shall remain the responsibility of the Grantee unless a determination is made otherwise). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over District appropriated funds and the record retention period, whichever is longest. Grantee shall submit the following items within the time frames indicated in this Section after completion of Grant activities or expiration or termination of this Agreement.

1. All activities are eligible, were completed and met a national objective.
2. All grant funds were expended in full, or all remaining funds are to be returned to Grantor.
3. All reporting requirements were completed and submitted (except for the final report that is submitted during the closeout process).
4. Any special conditions were met; and
5. All deficiencies or corrective actions affecting the Grant were resolved.

A. Grant Close-Out Report

The Grantee shall submit to the Grantor a Grantee's Close-Out Report ("Report") within ninety (90) days after expiration of the Grant term, termination of the Grant, or final payment for activities under this Agreement, whichever occurs later. This Report, at a minimum, shall include a narrative of the Grantee's completed tasks based on the activities, performance measures and goals set forth in the Statement of Work. The Report shall be completed using a form provided by the Grantor. The Grantee shall provide any information or data Grantor requests for Close-Out. In the Grantor's sole discretion, the reporting provided during the term of this Agreement may be accepted in lieu of the Grantee's Close-Out Report if those reports contain all information required in this section.

B. Documentation of Expenses

Within ninety (90) days after the expiration of the Grant, the Grantee shall provide to Grantor documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses.

C. Equipment Inventory

The Grantee shall submit to Grantor a list of all furniture, fixtures, equipment and vehicles purchased with Grant funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with 2 CFR Part 200.

D. Audit

The Grantee shall submit an audit or financial statement, as applicable, and as provided in Sections IX and X. of this Agreement.

E. Transfer of Records

Grantee shall, within ninety (90) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

F. Grantee's Obligations

The Grantee's obligations to DHCD remain in effect through the period of record retention as stated in Section XV.

Section XVIII. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion, and if legally permitted, extend the term of the Grant no more than two (2) times for one-year terms, or any fraction of one year, or multiple successive fractions thereof.

B. Grantor will endeavor to provide Grantee a preliminary written notice of its intent to extend at least thirty (30) days before the end of the Grant Term. The preliminary notice does not commit the District to an extension or authorize additional Grant funds to Grantee.

C. Any extension of this Grant is contingent upon the appropriation of funds for the applicable time period. However, the availability of funds shall not obligate the District to extend the Grant.

Section XIX. Total Agreement

The Grant Agreement, including specifically incorporated documents (to include the approved Statement of Work, the Work Plan, the approved Budget and the Grant attachments) constitute

the total and entire agreement between the Parties. Grantee understands and agrees to comply with the incorporated references contained in this Agreement and all applicable District and Federal laws and regulations.

Section XX. Applicable Law.

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia, unless otherwise controlled by federal law. In any proceeding relating to this Grant Agreement, each of Grantor and Grantee, hereby irrevocably submits to the jurisdiction of the Courts of the District of Columbia for the purposes of any suit, action or proceeding arising out of or relating to this Grant or transactions contemplated hereby.

Section XXI. Severability.

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XXII. Amendment.

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Grant activities, or the amounts specified in the Budget without the prior written approval of Grantor. The Grantee may request in writing approval of any proposed change to the Statement of Work or Workplan or the amounts specified in the eligible cost categories of the Budget and shall provide adequate supporting information and a revised budget along with its request. All such requests must be signed and dated.

Section XXIII. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or fully, by the Department.

1. The written or printed materials must include the authorized DHCD logo.

2. Written or printed materials include, but are not limited to, newspaper, radio and television announcements or advertisements, websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.
4. Grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to Grantee.
5. Grantee must provide copies of all marketing materials, brochures, flyers and other materials that publicize grant-funded activities to Grantor via email at dhcd.occo@dc.gov

Grantee shall publicize, as appropriate, to its constituency through social media, print, and online postings, DHCD communications and events that are related to Grant supported activities.

Section XXIV. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code§ 2-531 *et seq.* provides for the disclosure of public information. Specifically, the law provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Official Code § 2-170 l (13) .

This serves as your Notification that information /documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code§ 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXV. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, homeless status, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Sexual harassment is a form of sexual discrimination which is prohibited by the Act and Mayor's Order 2023-131 (Updated District Government Sexual Harassment Policy, Guidance, and Procedures), which is attached hereto as Exhibit I.

The prohibition against workplace sexual harassment extends to third parties doing business with or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies. By executing this Agreement, Grantee affirms that it will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1 I 00 et seq. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated.

Section XXVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addresses:

NOTICE TO GRANTEE:

University Legal Services, Inc.
220 I Street, NE
Washington DC 20002
Attn: Jane Brown (Executive Director)

NOTICE TO GRANTOR:

D.C. Department of Housing and Community Development
Community Services
1909 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
Attn: Director

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

[Signature pages follow]

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTOR SIGNATOR PAGE]

DISTRICT OF COLUMBIA, a municipal Corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Colleen Green
Director

Legal Review:

Julia Wiley
Office of the General Counsel
Department of Housing and Community Development

3/14/25
Date

[Signatures continue on the next page]

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

[GRANTEE SIGNATURE PAGE]

UNIVERSITY LEGAL SERVICES INC.
a District of Columbia non-profit corporation

Jane Brown
Jane M. Brown , Esq.
Executive Director

3/18/25
Date

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit A Services to be Provided

- Statement of Work
- Section 3.2 Services (from the FY25 RFA)
- Workplan as approved by the Grantor

HOUSING SERVICES
STATEMENT OF WORK

The grantee shall provide a direct range of counseling, education and training services to support DHCD's housing programs and initiatives, and to promote compliance with District housing regulations. All of the services are intended to empower potential homeowners, actual homeowners, and tenants for the purpose of preserving of affordable housing.

The services for housing programs may include (1) counseling and training for single-family homeownership; (2) counseling and training for tenants and tenant groups, and (3) counseling and training for homeowner associations in multi-family owner occupied affordable cooperatives and condominiums that will help them to manage and to maintain their properties in the target area. These services shall be performed according to the attached workplan and performance measures. Marketing and outreach for the services provided is a activity to be conducted by the grantee.

The Grantee shall maintain a written record of each encounter with each individual requesting housing counseling, including client intake data, program applications, action plans, referrals and follow-up. The record shall fully describe the nature of the request for housing counseling. As a part of the provision of these service, the Grantee shall conduct a complete needs assessment of each individual based on (a) the initial request for housing counseling; (b)the Grantee's additional knowledge of the individual and (c) overall housing conditions in the Grantee's target area. The needs assessment shall be written and it shall be maintained within the Grantee's record of counseling provided.

The Grantee shall develop and implement a strategy for follow up and conduct a final assessment of the impact of the services provided. Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for HPAP/EAHP/NEAHP
A4: Inclusionary Zoning Orientation
A6: Income Certification for PADD Applicants

A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B13: Technical Assistance for Coop and Condo Associations

CATEGORY C: TENANTS AND TENANT GROUPS
C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

SECTION 3: PROGRAMMATIC REQUIREMENTS

3.1 Eligibility for Federal Funding

The services in this RFA will be conducted through grant agreements using Federal funds (Community Development Block Grant (CDBG) and, as available, some District Funds. The Department will provide a full informational briefing to the awarded grantee(s) about the grant funding source's ongoing administrative and programmatic requirements. Whether grants awarded under this RFA are funded locally or with federal funds, all grants will be managed to the higher standards and requirements whether Federal or District.

Federal regulations have established national objectives requiring all CDBG-funded activities beneficiaries to be at least 51% low- and moderate-income persons or households. The national objective is achieved through "limited clientele benefit"—that is, by verifying the incomes of each beneficiary of the services provided. The applicant must demonstrate that it has the capacity and the intention to verify the household incomes of beneficiaries to meet the national objective of providing benefits to 51% of low- and moderate-income persons.

Client income certification is also an important element of ongoing program activity for many DHCD housing programs. (See Section 3) Applicants should review in detail the federal income requirements for programs, activities, and grantee (sub-recipient) eligibility under the Community Development Block Grant program regulations at 24 CFR 570. 200-210,

- https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-570/subpart-C?toc=1

and HUD Housing Counseling Program Regulations: 24 CFR Part 214,

ps://www.ecfr.gov/current/title-24/subtitle-B/chapter-II/subchapter-B/part-214?toc=1

3.2 Housing Services: Description of Housing Programs and Services

Please Note: Specifications and programmatic requirements may change from time to time during the award period at the discretion of the Department.

The following describes seventeen services in the Housing Counseling Program. These constitute the services for which the Department is seeking Applicants to provide services to DC residents. Applicants should select at least one service for which they are applying; however, the Applicant may select more than one. The Department is not obligated by the Applicant's selection to make an award. Applicants are responsible to demonstrate their capacity in their application to provide the services for which they have applied. Capacity includes staffing patterns including qualifications and experience, other funding resources, case management systems and programmatic activities. Historical data can also be considered in demonstration of organizational capacity. Applicants should be aware of Legal Citations noted throughout this section as well as the references to the Code of Federal Regulations (CFR).

Category A: HOMEOWNERSHIP

A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A5: Income Certification for IZ/ADU Program
A6: Income Certification for the Property Acquisition and Disposition Division (PADD) Applicants
A7: Public Services: General Housing Services and Information

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY

B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B12: Legal Services for Seniors and/or Coop & Condo Associations
B13: Technical Assistance for Coop and Condo Associations
B14: Technical Assistance for Owners of Small Rental Properties

CATEGORY C: TENANTS AND TENANT GROUPS

C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

Each particular service has specific requirements described in the following pages. Applicants are expected to utilize this guidance in the performance of these services.

CATEGORY A: HOMEOWNERSHIP

Legal Citations Governing Program Area in Category A

Applicants to provide services in Category 1 should review in detail the following legal citations governing the District's homeownership programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for homeownership pursuant to the relevant citations.

- Home Purchase Assistance Program: DC Code 42-2601 and 14 DCMR, Chapter 25
- Employer-Assisted Housing Program: DC Code 42-2501 and 14 DCMR, Chapter 36
- Inclusionary Zoning: Legislation Pending, Bill 17-586, 17-618, 17-619

A1: HUD Housing Counseling

This activity is open to applicant organizations which are HUD approved employing one or more HUD certified counselor(s). Such counseling is often (but not exclusively) in the pursuit of homeownership or credit repair and improvement or to improve their housing condition.

Grantees of this service should be familiar with 24 CFR 5.100 and with 24 CFR 214.

Housing counseling is independent expert advice provided by a HUD certified housing counselor (24 CFR Part 214) customized to the needs of the client. It is aimed at addressing housing barriers and providing support to the client to achieve their housing goals. This counseling service must include: (1) intake (2) financial and housing affordability analysis (3) an action plan[2] and (4) follow-up counseling to implement the action plan and achieve its stated goals *(24 CFR 5.100).*

The action plan should identify the steps needed for the client to achieve his/her housing goals. These actionable steps include, but are not limited to, review of the client's credit report with explanations of its meaning and items that impact (or may improve) the credit score, creation of a budget and methodologies to track one's income and spending, debt reduction planning, and savings planning. Follow-up should track the client's progress toward the goals of the action plan. Other programs and services including group educational opportunities may complement the one-on-one counseling with a certified counselor. Counselors, therefore, may appropriately make referrals to programs and services as well as to group educational activities that support and implement the goals of the action plan.

Counseling organizations are required to maintain case files including items 1-4 above as stated in 24 CFR 5.100. It is critical that files with records and case notes be kept in such a way that if a client's counselor is no longer available, either temporarily or permanently, another certified counselor in the organization can understand based on the file the client's circumstances, action plan, progress and where the client is in achieving his/her housing goals.

Organizations providing this service should have working experience with credit counseling and repair, with consumer credit bureaus and consumer credit laws. Ideally, they should be familiar with creditor tactics, liens, judgments, repossessions, and other obstacles to credit improvement.

It is critical for the counseling organization to make efforts to keep the client engaged in the counseling process and such attempts and outreach should be documented in the case file.

In accordance with HUD requirements, counseling organizations may close files if a client does not respond to outreach efforts over 60 days. The last outreach attempt should document that the file will be closed as of a specific date if nothing further is heard from the client. If the client should return to client after the 60 days, a new file should be opened.

[2] Except for reverse mortgage counseling.

Post-purchase follow-up

a) Grantees must continue their counseling relationship with customers once they become homeowners. This follow-up should continue for a period of time after purchase to ensure the homeowner's housing stability.
b) Grantees may make use of post-purchase programs using either their own programming or making referrals to other Grantees who provide such programming (*e.g.* B1 General Home Management and B2 Foreclosure Counseling).
c) If problems arise, it will be the grantee's responsibility to address them quickly as time is of the essence, and to address them as efficiently as possible. Where the District's investment is involved, counseling should include ways to protect the DC investment.
d) When working with clients who have an HPAP deferment period ending, Grantees must provide dedicated counseling services to those borrowers. In particular, grantees will be asked to make an updated assessment of each borrower's financial status regarding the appropriateness of continued deferment.
e) Potential delinquency, or foreclosure prevention, counseling will be provided to any borrower who is experiencing difficulty.
f) If problems continue with these loan clients, this counseling will become a home preservation activity.

A2 8-Hour Homebuyer Education Class (HBE)

This activity is open to applicant organizations which are HUD approved counseling organizations employing one or more Hud certified counselors.

The Department seeks HUD Approved organizations to provide the 8-Hour Homebuyer Class. This is in support of the Department's many programs for which the 8-Hour Homebuyer Class is a requirement, and also for other DC residents who seek to take this class in preparation for homeownership and for their knowledge.

Organizations should take as a serious obligation to conduct this class with knowledge staff (HUD certified counselors). The class is conducted in a traditional in-person setting or in a virtual online setting.

Those who successfully attend and complete the class should be provided with a DHCD certification (in the format approved by the Department) indicating their completion of the class and dated appropriately. Monthly attendance and award of certificates should be reported to the Department monthly. The class should be presented frequently enough to meet programmatic needs of DHCD programs. Class dates should be provided to the Department for inclusion on the DHCD calendar. Presentations should be given by staff, not outside speakers. Grantees are welcome to collaborate in the conduct of these classes.

A3: Intake for DC Homebuyer Programs (HPAP/EAHP/NEAHP)

The Home Purchase Assistance Program (HPAP) is the primary DHCD program for first-time homebuyers. HPAP provides interest-free loans that include closing cost assistance to eligible applicants. Under this program, homebuyers may have the opportunity to purchase houses,

condominiums, or cooperative units in the District. DHCD has additional homeownership programs which are associated with HPAP, and which are targeted to specific populations or geographic areas or may meet specific home buyer needs.

The satellite programs are:

(1) The Employee Assisted Housing Program (EAHP) provides assistance to District of Columbia Government employees, who are first-time homebuyers in the District; and

(2) The Negotiated Employee Assistance Home Purchase Program (NEAHP) provides down payment and closing cost assistance to certain District of Columbia Government employees whose position is covered by specific union collective bargaining agreements.

Wherever the acronym "HPAP" is used, the same applies to the EAHP and NEAHP programs.

Prior to HPAP Application

Clients interested in HPAP assistance who have a pre-approval from a lender, should be assisted with making an application to the HPAP as expeditiously as possible. Those without a pre-approval letter from a lender are required to engage in HUD Housing Counseling (see A1 above) in order that they have the benefit of credit counseling and homeownership preparation. The action plan should include the actionable steps needed to ensure success as a homeowner and to achieve a pre-approval letter from a lender. Once a pre-approval letter has been obtained, the client with the Grantee's assistance should proceed to making their application to HPAP.

Application Process

For grantee organizations, this relationship management function includes working with first-time homebuyers throughout the homeownership application, preparation, purchase, and post-purchase process. Counseling will be focused on low- and moderate-income populations.

Once HUD credit counseling is completed the HPAP process includes:

(Optional) Applicant organizations may conduct pre-purchase seminars which include information and requirements of the HPAP programs. A DHCD Certification should be provided to attendees and recorded with DHCD.

Application Intake includes document collection of those documents needed. These should be collected in person or by means of a secure portal. Email is not considered a secure means for transmission of information which could be used for identity theft or other criminal activity. Drop-off at a staff office to an employee is acceptable.

Once the application package is complete, the organization submits to the appropriate HPAP administrator.

Homebuyer Education (8-hour class) (A DHCD Certification should be provided to 8-hour Homebuyer Education attendees and recorded with DHCD.)

Post-Purchase follow-up (Records of those follow-ups should be maintained by the organization. See Post-purchase in Service A1)

Organizations will be responsible for: (1) the application process, which includes delivery of completed applications to the HPAP Administrators; (2) completion of the application form itself and collection of all required supporting documentation, and (3) maintaining performance and reporting data, and databases as needed by the Department.

A4: Inclusionary Zoning Orientations

Introduction to IZ/ADU Programs:

The District's Inclusionary Zoning (IZ) Program requires a certain percentage of units in a new residential development, or a substantial rehabilitation that expands an existing building, be set aside as affordable units. The goals of this program are to increase the supply of affordable housing for low- and moderate-income households, to support the creation of mixed-income communities, to prevent rising home prices from driving out low- and moderate-income residents, and to leverage the expertise and capacity of the private market to develop affordable housing.

Affordable Dwelling Units (ADUs) are defined as for-sale and for-rent homes that are locally restricted for occupancy by households whose income falls within a certain range and are generally offered at a below-market rate. ADUs are generally produced in exchange for zoning relief, tax incentives, public financing, and/or the right to purchase or lease District-owned land. Specific ADU provisions, such as the affordability period, income limits, and resale restrictions, are set out in deeds, covenants, land disposition agreements, ADU administration plans and other originating documents.

ADU provisions have historically varied from project to project, as each is a result of a unique negotiation or project approval. However, ADU restrictions are becoming more standardized and more similar to standard IZ requirements.

Organization roles and responsibilities:
Provide mandatory IZ Orientation. The department's PowerPoint presentation must be utilized. Presentation and answers to participants' questions must conform to agency guidelines.

DHCD seeks organizations which will provide programmatic rental and homeownership counseling services in support of both of the above programs. Information about these

programs is available through DC Housing Search https://www.dchousingsearch.org , counselors will be required to utilize DC Housing Search, and train potential customers in how to search for affordable housing through DC Housing Search.

Grantees will be required to become familiar with the program requirements and procedures, as required by DHCD. In the last few fiscal years, the IZ program has produced approximately 400 new affordable units each year.

Orientation:
In particular, organizations are required to conduct IZ Orientations to help residents to be familiar with all programmatic requirements for the IZ program.

Organizations must conduct and coordinate this mandatory orientation session in a traditional and virtual classroom settings. They must provide interested applicants/residents with the relevant terms of the program, including next steps and other information as required by DHCD.
DHCD currently provides standard slides and certificate templates to use for this orientation and will provide training to grantees.

Completion of this orientation class is mandatory before an individual may register for the IZ program and individuals must renew registration every two (2) years to remain on the IZ registration list.

The class must be conducted at least monthly beginning within 30 days after the grantee's application is approved. Coordination of this class will include publishing upcoming class dates, accepting reservations via phone, email, or other method, allowing walk-ins if space is available, providing attendees with a certificate of completion (in a format approved by DHCD) upon completion of the class and providing at least monthly attendee data to DHCD. It will also include ensuring that attendees receive all required training materials, and shall be presented by grantee staff, not outside speakers.

Grantees must train program participants in the terms and specifics of the IZ and ADU Programs (training guidance will be provided by DHCD) and provide additional pre and post homebuyer education training.

Grantees must also provide data to DHCD on a regular basis as determined and requested by DHCD, including but not limited to the names and contact details for individuals who have received a DHCD certificate and the number of attendees at IZ orientations.

A5: Income Certifications for the IZ/ADU Units Programs

The agency seeks two organizations to provide income certifications for participants in the Inclusionary Zoning and Affordable Dwelling Units programs. Income certifications are expected to be conducted under a uniform process prescribed by DHCD and following HUD Part 5. DHCD has established requirements for approving Certifying Entities, including

specific IZ and ADU training.

Grantees are expected to become Certifying Entities pursuant to DHCD requirements. Grantee organizations will be required to ensure that program participants understand that income and occupancy restrictions apply to their IZ units and ADUs. Grantees will also be expected to complete income certifications for newly selected households and for renewing tenants. Grantees will be working closely with individuals, property management/leasing staff, sales agents and DHCD. DHCD will provide the necessary forms and procedures, but Grantees will collect the necessary paperwork from individuals and complete the income and household size verification process. Upon successful certifications, Grantees will notify DHCD and the sales/leasing staff.

Such restrictions may include but would not be limited to: (1) the specific affordability period, (2) conditions for, or prohibitions against, subleasing, and (3) resale restrictions. Ongoing outreach and assistance to occupants of IZ units and ADU is required in the areas of programmatic requirements and homeownership counseling.

A6: Income Certification for PADD Applicants

The Property Acquisition and Disposition Division (PADD) encourages vacant and/or abandoned property owners to rehabilitate and/or occupy their properties. PADD acquires vacant, abandoned, and deteriorated properties through negotiated friendly sale, eminent domain, donation, or tax sale foreclosure, when owners are unwilling or unable to maintain their properties. PADD also disposes of properties in inventory by selling them to individuals or developers to be rehabilitated into high-quality affordable and market-rate single-family and/ or multi-family for-sale or rental housing in District neighborhoods.

For DHCD, the activities of this Division create affordable homeownership and rental opportunities for low- and moderate-income households. Grantees must counsel these households as they qualify for and occupy these new homeownership and rental units. DHCD seeks one or more organizations which will provide counseling or training services for affordable units made available through PADD.

Because PADD units are not produced through a traditional homebuyer program, an intensive marketing and outreach effort to our target population will be required of grantees. Counseling services will also involve conducting income certifications and re-certifications for purposes of admission and continuing participation in this program. Income certifications are expected to be conducted under a uniform process prescribed by the Department. For PADD, grantees must ensure that program participants understand that income, or occupancy, restrictions apply to their unit. Such restrictions may include but would not be limited to: (1) the specific affordability period; (2) conditions for, or prohibitions against, subleasing; (3) potential rent increases; and (4) resale restrictions. The specific unit covenant

terms will be communicated to stakeholders by the Department, but grantees must facilitate communication with stakeholders.

A7: Public Services: General Coaching and Information

Public Services may be undertaken by Applicants which have not yet obtained HUD Approval and may not employ a HUD certified housing counselors. (HUD Approved organizations who are applying for A1 or A2 do not need to apply for this service, since they are able to provide these Public Service activities in connection with their other lines of services.

These activities are frequent but not exclusively in a group setting. These may be virtual or in-person, as long as an in-person option is provided. Grantees may utilize Homebuyer Clubs as an effective tool for keeping clients engaged in homebuyer preparation when a long-term period is needed for better positioning to be a first-time buyer.

They may include group trainings on understanding credit and credit reports and involve savings programs.

Public service staff are required to train clients to utilize available tools, such as DC Housing Search https://www.dchousingsearch.org to locate affordable housing for sale and for rent.

CATEGORY B: COUNSELING AND TRAINING FOR HOME PRESERVATION

B8: General Home Management (Post-Purchase Non-Delinquent)

Post-purchase counseling is essential for Homeowners who have purchased their homes, are not delinquent in their mortgage payments and would like to remain successful by creating a realistic financial plan to avoid financial pitfalls and protect and retain their homeownership. Post-purchase counseling is essential to understand local post-purchase behavior, especially low-moderate income homeowners, that can be supported by education and supportive programs to ensure recent homeowners understand what to do in the event of hardships. Organizations that provide post-purchase counseling sessions and education workshops will ensure their topics consist of the following:

1. Prepare a maintenance plan for major household systems and repair strategies.
2. Emergency preparedness plan to assist client in case of disaster.
3. Understand consequences of not paying taxes, HOA payments or community assessments.
4. Explain the benefits of establishing an emergency fund and retirement or tax-incentivized accounts.
5. Provide knowledge of home improvement financing options like HELOCs and give counsel on how to apply for additional financing to renovate property.

6. Access the client's understanding of the process of refinancing the home and incurring more debt.

This counseling activity may include, but not be limited to, appliance warranty disputes, contractor disputes, disputes with mortgagors, will and estate issues, including transfer-on-death deeds, etc. In this service, grantees must serve as advisor-educators and are prohibited from giving legal advice. Grantee activities should focus on low—and moderate-income populations.

B9: Foreclosure Counseling

Homeowners who are delinquent in loan payments (as well as those in danger of delinquency) need to know what options are available to them. Similarly, those in foreclosure need to know their options and resources that may assist them, especially if available legal services are available.

Organizations are required to provide foreclosure prevention counseling that helps homeowners at risk understand the foreclosure process in Washington, DC, determine their legal rights and identify options to avoid foreclosure.
Organizations will assist struggling homeowners with loss mitigation, communicate with mortgage servicers and provide services such as the following:

1. Provide advice and coaching to assist clients with creating a budget based on financial goals. Assess the current financial situation and develop short and long-term strategies to reduce expenses and debt to achieve client goals.
2. Explain loss mitigation. Explain the requirements of a loss mitigation package and evaluate the client's loss mitigation options for FHA and non-FHA loans.
3. Provide examples of mortgage default scams and ways to avoid being a victim.
4. Explain the consequences and costs associated with a foreclosure, short sale, or deed-in-lieu.
5. Explain the foreclosure timeline and devise a plan if the client is unable to stay in the home and assist the client in mortgage default recovery. Demonstrate the impact of a mortgage default.
6. Work with displaced residents seeking referrals for housing.

Grantees work with homeowners who are delinquent in their mortgage payments, or who are in foreclosure, or in post-foreclosure. These counseling services are also offered to owners of multi-family properties, and ownership associations. This counseling serves as a central element of DHCD's overall foreclosure prevention strategy.

It is critical to address the District's foreclosure crisis. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Grantees also work with the Department of Insurance Securities and Banking (DISB) to protect clients against scam operations that prey upon residents who are subject to foreclosure. Grantee organizations extract data for outreach and targeting efforts from the Office of the Recorder of Deeds, which provides a listing of all official foreclosures in the

District on a weekly basis. DHCD seeks one or more organizations that will provide foreclosure counseling services which include, but may not be limited to, all of the above-described foreclosure prevention activities.

For grantees, this counseling function means working with troubled homeowners, utilizing all foreclosure prevention or mitigation tools available, and if necessary, working with customers throughout their foreclosure or post-foreclosure process. Grantees must provide full assistance and advice to troubled homeowners. Grantees will be responsible for: (1) assessing the homeowner's circumstances, (2) educating the homeowner about the full implications of mortgage delinquency and foreclosure (3) exploring and providing options of action for the homeowner (4) providing tools or alternative support that may further assist the homeowner (5) developing and executing a best action plan for either saving the home or undertaking the best course for the homeowner, and (6) tracking the results of their counseling efforts. In addition, grantees will provide ongoing performance and reporting data and databases maintained.

Post-Foreclosure Counseling: It is critical that grantees continue their counseling relationship with customers, even if the home cannot be saved. Grantees must follow up with troubled homeowners for a period of time after any action plan has been executed. If the home has not been saved, counseling should be made available, and if necessary, referral to other needed services. If the home has been saved, counseling follow-up is also necessary to ensure that the ongoing action plan is being properly implemented. If more problems arise, it will be the grantee's responsibility to address them as quickly and as efficiently as possible.

With the passage of the Saving DC Homes from Foreclosure Emergency Amendment Act of 2010, troubled or delinquent District homeowners have the right to engage in mediation prior to foreclosure. As a result, DHCD requires grantees to provide counseling related to this mediation process.

Grantees must be familiar with the Law, its regulations, and the mediation process which has been implemented by the Mediation Administrator at the DC Department of Insurance, Securities, and Banking. Grantees must educate troubled homeowners in the decision factors related to mediation election, and, if necessary, prepare them for mediation. In some cases, counselors may be asked to accompany, or represent, troubled homeowners in the mediation process. Grantees must ensure that all customers who elect mediation complete and submit proper documentation in a timely manner. Grantees must ensure that the best interests of troubled borrowers are protected throughout the mediation process. Finally, DHCD expects grantees to follow-up after the mediation process is complete to ensure that any final mediation agreement is properly implemented.

B10: Eviction Counseling

Applicants who have HUD certified counselors or NeighborWorks America foreclosure certified counselors may offer this service. Counselors are continually trained and provided with the most effective and up-to-date tools to use in their counseling efforts whether by HUD by NeighborWorks America or other recognized training providers. Training should also include knowledge of laws and legal procedures governing eviction.

Eviction has long created housing instability for renters, and especially among low- and moderate-income households. For those at the lower end of the economic scale, eviction has caused not only housing instability but also employment insecurity and homelessness. Studies have shown that lack of access to legal representation has resulted in markedly different and detrimental outcomes as compared to renters who have legal representation. After legal representation, the next most effective range of services includes alternative dispute resolution (or mediation), knowledge and guidance in court navigation, and effective management of legal and tenant-landlord documents. In addition to housing instability, eviction also has credit impact for the tenant.

It is critical to provide those in danger of eviction with counseling to make informed decisions. This includes access whenever possible access to legal services. Also, appropriate training includes information about tenants' rights and obligations, the credit impact of eviction, use of payment plan agreements, understanding of court processes and procedures, and access to alternatives to court procedures. When tenancy is lost, counseling for housing alternatives is needed and a path forward to credit repair.

B11: Single-Family Residential Rehabilitation Program

The Single-Family Residential Rehabilitation Program (SFRRP) administers grants to District homeowners for roof repairs and for modifications to eliminate barriers to accessibility for persons with mobility or other physical impairments. Projects approved for SFRRP require a covenant on the property to protect the District's funding of the project.
DHCD seeks one or more organizations which will provide application intake services to SFRRP applicants throughout the grant process.

> **Mandatory Counselor Intake Training:** Grantees for this line of service are required to attend training with the SFRRP team in September to be introduced to updated aspects of the SFRRP for FY25. It is critical that the grantee have a solid understanding of the updated program and the requirements for applications. Therefore, the September training is mandatory for SFRRP intake counselors.
>
> **Application Period:** Applications for SFRRP will only be taken between October 1, 2024, and December 31, 2024. To be considered applications during this period must be complete. Lack of required documentation or information will not "hold a place" in the program if not provided before the December 31, 2024. The Department at its sole discretion reserves the right to close the program prior to the deadline if funding is depleted or no longer available.

Information Session for Applicants: The Department will provide Grantees with a PowerPoint presentation outlining the program and its requirements. Intake counselors are required to use this presentation with all potential applicants either in a group sessions (such as an Orientation) or in a one-on-one session with the potential applicant.

Grantee's and Counselor's Responsibilities: (1) use the Department PowerPoint presentation to present the program to potential applicants, answering questions from residents interested in the program; (2) complete the application document and collection of **all required** supporting documentation *(incomplete applications will not be accepted)*; (3) post-application and post-grant support; and (4) providing performance and reporting data as required.

45 Day Period: It is critical that no application be uploaded in the SFRRP portal unless it is complete with all required documents and intake form completed. If an incomplete application is uploaded in the portal, the SFRRP staff will notify the counselor and the applicant that the application cannot be accepted. The notification state that what is complete and state the **applicant has 45 days** to provide the requested information including documents. After 45 days if the application remains incomplete, the application will be closed as incomplete for funding.

Application Portal: Counselors will need to provide their name and contact information (e.g. email) when uploading in case SFRRP program staff need to follow up.

Legal Citations Governing Program Area for Category B:

Applicants to provide any service in Category B should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

- Lead Safe Washington 24 CFR, Part 35, 24 CFR, Part 85.37, Section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992
- Single Family Rehabilitation 14 DCMR, Chapter 28 First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
- Saving DC Homes from Foreclosure Emergency Amendment Act of 2010 (DC Act 18-635; 57 DCR 12404)

B12: Legal Services for Homeowners and/or Coop & Condo Associations

The Department seeks organizations to provide legal services to provide one or both of the services noted below. Grantees will conduct outreach to low- and moderate-income populations in need of these services.

- Legal Services to Seniors
  Seniors who are homeowners can be assisted by the Applicant to have legal services to assist Seniors to avoid housing instability or the loss of ownership of their home. In addition to their own attorney staff, Applicants may seek *pro bono* services from other members of the Bar.

- Legal Services to Coop-Condo Associations
  Legal services may be provided to Cooperatives and/or Condominiums ("Associations") to ensure housing stability. If Associations have problems in areas of legal entity status, required legal or financial filings, compliance issues, risk management concerns, board and member training, best legal practices, and collection of association fees (to name of few), such issues may threaten the member's housing stability, and the owners' (or members') investment in their properties. Selected applicants will provide legal services to Associations in low- and moderate-income census blocks to mitigate these concerns, to preserve housing stability of owners and to ensure well-functioning Associations and Boards.

B13: Technical Assistance for Coop and Condo Associations

The Department seeks one or more organizations to provide technical assistance to Associations. The situation many Associations may face is a need for training in best practices of Association management. Training in best practices and frequently encountered problem situations may be offered by the grantee not only to the Association Board but also to the owners in the Association. Association boards and their member owners frequently face issues of association fees not being paid, lack of income to fund reserves, special projects that would require a special assessment, and decisions of taking court action or being the defendant in a court action. These are just a few of the legal issues which may arise for the Association, in addition to the more routine matters of by-laws and required legal documents for the operation of the Association.

B14: Technical Assistance for Landlords of Small Rental Properties

Landlords of small rental properties face enormous challenges. They frequently lack the staff and the resources of large multi-family properties to deal with the many details of operations and asset management. Small unit properties cannot readily absorb mistakes or challenges.

In a ten-unit property, one vacancy is a 10% vacancy rate, while one unit in a 100-unit property is 1% vacancy rate. Yet, small unit properties are often the affordable renter properties. To preserve this housing stock as an affordable option, DHCD seeks grantees to provide Technical Support to Owners of Small Unit Properties (of 30 units or less).

Services can be provided through group training as well as through one-on-one counseling. Like many small business owners, owners can often benefit from a better understanding of accounting practices and financial statements (balance sheet, income statement, cash flow report). Knowledge of financing options is another common to many business owners. Topics such as these are particularly suitable to the needs of owners.

1. **Property Management Software**: Landlords often need help selecting and implementing property management software to track rent payments, maintenance requests, tenant information, and other critical operational data.

2. **Legal Compliance**: Guidance on navigating complex local, state, and federal housing laws and regulations related to fair housing, security deposits, evictions, and other landlord-tenant issues.

3. **Financial Management**: Guidance with accounting, tax preparation, and financial planning specific to rental property ownership and operations.

4. **Maintenance and Repairs**: Access to vetted contractors, tradespeople, and service providers to handle property maintenance, repairs, and upgrades in a timely and cost-effective manner.

5. **Tenant Screening and Selection**: Guidance and best practices with tenant screening processes, background checks, and selecting responsible renters to minimize vacancies and evictions.

6. **Marketing and Leasing**: Help with listing vacant units, advertising, showing properties, and executing leases to keep units occupied.

7. **Emergency Response**: Guidance on developing emergency plans and protocols to address unexpected events like natural disasters, property damage, or tenant issues.

8. **Asset Management Issues**: The ratios and metrics of asset management for multi-family properties provide a helpful guide to best practices. For example: Many landlords are unaware of the effect that certain metrics have in their properties. Slow "Make-Ready" times, refers to the length of time it takes to prepare an apartment to be shown to prospective tenants. Similarly, "turn time" refers to the times it takes to find a renter and receive the first month's rent. Slow turn times are also a drain on resources. When there are slow "make ready" and slow "turn times" the combined effect can be detrimental for the property's future. High turn-over rates among renters is another draw on the income. Other issues and topics include: What to do when you have a tenant who is not paying rent? What are the alternatives to eviction? How do the Court work? Are there pre-eviction resources? What legal services are available to the owner?

CATEGORY C: TENANTS AND TENANT GROUPS: SERVICES RELATIVE TO Tenants Opportunity to Purchase Act, Rental Conversion and Sale Division, and Rental Accommodations Division

The DC Tenants Opportunity to Purchase Act (TOPA) seeks to protect tenants and tenant groups from displacement due to sale of the property. The law allows tenants to purchase their apartment building. Tenants have the choice of maintaining the apartments for rent or converting to cooperatives or condominiums. DHCD seeks to preserve affordable housing in the District and limit displacement of low- and moderate-income households. For groups that choose coop or condo conversion, this provides a path to homeownership.

DHCD provides both financial assistance and technical assistance, as well as specialized organizational and development services, for tenant groups who are pursuing the purchase of their apartment buildings. Through DHCD's Development Finance Division, organized tenant associations may be provided with seed money, earnest money deposits, and acquisition and/or rehabilitation assistance. After acquisition and rehabilitation, DHCD also provides ongoing Board training and property management support to the newly formed cooperative or condominium Boards.

C15: TOPA: Pre-purchase Training

DHCD seeks one or more organizations which will provide pre-acquisition organizational and developmental counseling and training to tenant groups or tenant associations in support of their intent to purchase their building. These tenant groups must be preliminarily qualified as eligible for DHCD's Tenant Purchase Technical Assistance program. Grantees must provide the following services to tenant groups:

a) establishment of a tenant association.
b) selection and appropriate training of Board members.
c) training of captains (court, building and floor).
d) training in roles and functions of committee members; (5) training tenant groups in detail about the building purchase process.
e) training tenant associations in property management techniques.
f) provide training to the tenant association on each type of ownership; and conducting surveys of tenant associations to determine the appropriate form of ownership for their building (cooperative or condominium).

It is critical that Grantees in this service maintain an outreach to educate and inform low- and moderate-income tenants about their rights and opportunities provided by TOPA. Grantees are encouraged to make this a central aspects of their marketing plan, and to create

opportunities as well as avail themselves of opportunities to participate in educational outlets to reach tenants. Collaboration with other Grantees in this or similar service lines is encouraged. Grantees should participate in DHCD when and as those opportunities for outreach are available.

While training the tenant association, the grantee must be able to prepare and submit appropriate documentation required in the purchase process, including but not limited to tenant profiles and feasibility analyses, response to Notice of Sale of Building, preliminary development, acquisition, and rehabilitation plans, and operational plans.

The grantees must have skill and experience in negotiating the lease or purchase of the building. In addition, grantees must assist tenant groups in procurement related to the development, purchase, and rehabilitation process, including but not limited to attorneys, architects, engineers, financial and developmental consultants, private developers, appraisers, and property managers.

C16: TOPA: Post-Purchase Training

DHCD seeks one or more organizations which will provide ongoing post-acquisition counseling services which include property management and Board training for properties which have been purchased and/or rehabilitated with financial assistance from the DHCD Development Finance Division's First Right Purchase program. Generally, these are multi-family properties that have been purchased through limited equity cooperative agreements or condominium purchases. Therefore, non-profit Board training and development skill and/or experience, as well as multi-family property management skills are critical to providing effective counseling services. Services to be provided under this activity may include, but are not limited to:

a) establishing standards of evaluation for each participant's financial status and leadership capacity.
b) conducting annual management reviews of all Boards, oversee election and
c) training of new Board members.
d) assisting in the establishment of appropriate arrangements with required service providers such as exterminators, garbage collectors, landscapers, etc.
e) assisting in capital management planning and a stabilization plan for rehabilitation and/or refinancing.
f) tracking property vacancies and reviewing new applications for membership.
g) establishing and reviewing membership guidelines.
h) technical assistance in accounting, budgeting, and the preparation of financial statements for long-term financial viability.
i) providing Board of Directors with training as appropriate; and

j) other required management and support duties. Grantees will assist the condominium or cooperative in developing a budget for the overall management and carrying costs of the property.

Grantees will assist the Board and membership in all aspects of management, such as completion of the audit, Fair Housing issues, required individual, property, and Board insurance, taxes, the role of Board officers, evaluation of monthly financial performance, training on lender compliance, i.e. loan payments, income requirements. DHCD will likely negotiate assignment of specific properties to grantees for this service.

Legal Citations Governing Program Area in Category C:

Applicants to provide any service in Category C should review in detail the following legal citations governing the District's home preservation programs or services. Submission of an application intending to provide any of these services presumes that the applicant intends to meet all requirements to provide counseling and/or training for home preservation pursuant to the relevant citations.

First Right to Purchase Program 14 DMCR, 2700, and 14 CDMR 4700
Tenant Purchase Technical Assistance Program DC Code 42-3404.02
Rental Housing Conversion and Sale Act of 1980, as amended (DC Code 42-3401.01 et. seq.) (Also known as the Tenant Opportunity to Purchase Act or "TOPA")

C17: Services for Tenants and Tenant Organizations
(in partnership with Housing Regulation Administration, Rental Accommodation Division, Rental Conversion and Sale Division).

Activities under this service will supplement and enhance the services provided by DHCD's Housing Regulation Administration (HRA), which includes the Rental Accommodations Division (RAD) and the Rental Conversion and Sale Division (CASD).

RAD administers the Rental Housing Act of 1985 (D.C. Official Code § 42-3501.01 et seq.) which regulates residential rental housing registration and the rent stabilization program (commonly known as rent control). RAD oversees rent adjustment procedures, processes notices to vacate, reviews tenant petitions prior to adjudication by the Office of Administrative Hearings and adjudicates most types of landlord petitions. RAD also proposes rules and regulations for administration of the Rental Housing Act for review and publication by the Rental Housing Commission.

CASD administers the Rental Housing Conversion and Sale Act of 1980 (D.C. Official Code § 42- 3401.01 et seq.) which regulates the sale or transfer of ownership interests under the

Tenant Opportunity to Purchase Act of 1980 (TOPA) (D.C. Official Code § 42-3401.01 et seq.), the conversion of use of rental housing to condominium or cooperative ownership and residential condominium formation and registration under the Condominium Act of 1976 (D.C. Official Code § 42-1901.01 et seq.). Further, CASD administers a Housing Assistance Payment program (HAP), under which tenants may be eligible for rent assistance if they are displaced due to the conversion of use of their apartment building to condominium or cooperative ownership.

CASD also proposes rules and regulations for administration of the Rental Housing Conversion and Sale Act of 1980.

DHCD seeks one or more organizations which will support RAD and CASD operations by providing counseling and tenant education services to tenants and tenant groups. Grantees must provide counseling and training assistance to tenants and tenant organizations regarding the District's rental housing laws and tenant and landlord rights and responsibilities.

For CASD, grantee organizations must provide counseling and training concerning: (1) tenants' TOPA rights when a landlord intends to sell, demolish, or discontinue rental housing use; (2) transfers of rental housing ownership or economic interests; (3) assisting tenants or tenant organizations in exercising their right to purchase; (4) informing tenants or tenant organizations relating to partner-investors and assigning TOPA rights; (5) conversion of use from rental housing to condominium or cooperative ownership by tenant elections, or conversion in lieu of tenant elections; (6) the Housing Assistance Payment program and relocation assistance; (7) tenant organization formation, incorporation, and registration; (8) protections for elderly or disabled tenants; (9) coercive or retaliatory activities; (10) tenant rights when rental housing is in foreclosure; (11) notices of intent to convert use from rental housing to condominium or cooperative ownership; and (12) relocation counseling for displaced tenants.

For RAD, service providers must demonstrate the ability to counsel and train tenants and tenant organizations on rent control provisions including properties that are regulated by or exempted/excluded from rent stabilization under the Rental Housing Act:

1) petition- based and annual rent increases.
2) executing and filing tenant petitions.
3) responding to landlord petitions.
4) protections for elderly and disabled tenants.
5) RAD's conciliation services.
6) notices to vacate and eviction procedures.
7) disclosures to tenants.
8) changes and decreases in services and facilities.

9) learning about and securing enforcement of housing condition regulations.
10) security deposits.
11) understanding lease provisions.
12) rent increases if a property is not under rent control.
13) appealing decisions of the Rent Administrator or the Office of Administrative Hearings; and
14) relocation counseling for displaced tenants. Note: Advocacy on behalf of tenant groups, or tenant rights assignees– including, but not limited to, legal advice or advocacy on tenants or tenant organizations' behalf in negotiations with a property owner–is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators, and not as advocacy groups. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns, or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a grantee is to ensure that tenants understand all available options.

Direct Counseling to Tenants and Tenant Groups: tenant counseling services will be designed to educate tenants in privately-owned properties about their legal rights and opportunities. This service is to be provided to tenants and tenant groups which are not subject to foreclosure and have not selected to exercise their Opportunity to Purchase Rights and/or Right of First Refusal under TOPA. It also includes providing other services and tenant education, which may not fall into the categories of services outlined above, such as eviction counseling, relocation counseling, apartment search, or apartment management.

DHCD seeks one or more organizations with the capacity to bring a range of resources to prevent involuntary displacement and to provide opportunities for continued affordable rental housing. Grantees must provide counseling services to tenants and tenant groups which include, but are not limited to: (1) outreach to tenant groups upon notice of one-year potential for subsidy expiration; (2) technical assistance in negotiations between owners and HUD relative to the renewal of federal subsidy contracts; (3) counseling for tenants in buildings where the subsidy will be lost and the tenant(s) must move; (4) counseling for tenants who are behind in their rent on best-action options; and (5) appropriately referring tenants who are in landlord/tenant disputes to all available resources. Grantees must also conduct research using the many databases and research tools available to identify properties that have a critical need for counseling assistance, including but not limited to DCHousingsearch.org. Note: Advocacy on behalf of tenant groups or tenants' rights assignee –including, but not limited to, legal advice or advocacy on tenants or tenant organizations behalf in negotiations

with a property owner—is expressly beyond the scope of required services for grantees.

Grantees are expected to understand their role as tenant educators and not as tenant advocates. They must manage the various resources of the District Government to ensure that tenant rights and responsibilities are understood. Further, DHCD will not support organizations conducting activities for properties that the organization owns or in which it has an ownership interest.

Additionally, in the event of a development or purchase opportunity for the tenants, the role of a prospective grantee is to ensure that tenants understand all available options.

Additional Legal Citations Governing Programs in Category C.

Applicants to provide any service in this Category and should review in detail the legal citations governing DHCD's rental accommodation functions:
(1) the Rental Housing Act of 1985, D.C. Official Code § 42-3501 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapters 38-44.
(2) the Rental Housing Conversion and Sale Act of 1980, D.C. Official Code § 42-3401 et seq. and title 14 of the District of Columbia Municipal Regulations, Chapter 47.
(3) the Condominium Act of 1976, D.C.

Official Code § 42-1901 et seq.; (4) D.C. Official Code § 42-1901 et seq.; (5) the First Right to Purchase Program, title 14 of the District of Columbia Municipal Regulation, chapter 2700; and (6) Housing Conditions, Title 14 of the District of Columbia Municipal Regulations, Chapters 1-15. Submission of an application relevant to these services presumes that the applicant intends to meet all requirements to provide counseling to tenants and tenant groups pursuant to these above referenced citations.

3.3 Geographic Distribution of Services

The Department's decision to select one or more grantees to provide services will be influenced by the potential geographical distribution of service among the qualified applications received. Applicants can designate their proposed service areas in the District based on their by-laws, Board policies, etc. However, the Department reserves the right to designate any service areas it deems appropriate or necessary in making awards and negotiating grant terms. In reviewing the applicant pool, the Department's priority will be to ensure that excellent affordable housing counseling and training services are provided to all low- and moderate-income citizens of the District of Columbia. The Department will seek to bring parity in the quality of all housing services provided for all areas of the District through the award and ongoing management of these grants.

3.4 Marketing and Outreach

Marketing Plan to be submitted: Marketing and outreach are critical aspects of the grant's work. Grantees' efforts ensure these programs and services' success and desired impact. No Grantee or service is exempt from this requirement. Applicants must submit a detailed marketing and outreach plan for the services they are applying for. The plan should be detailed and not assume an understanding that has not been stated. Marketing should be included in the proposed budget and work plan.

DHCD will review and approve the marketing plan. In accordance with agency policy, marketing activities should highlight partnerships with and funding by DHCD.

Aspects of Marketing and Outreach to be considered:

- Continuous and consistent marketing and outreach are essential to achieving these services' objectives and maximizing public awareness of DHCD housing programs.
- Because of DHCD's diverse target population, grantees must utilize various marketing tools.
- Grantees are responsible for distributing DHCD program materials at community forums, public events, homeownership meetings, and fairs. Marketing and outreach may include but are not limited to, websites, email blasts, blogs, listservs, Twitter, Facebook, YouTube, Hope Hotline, flyers, door-to-door visits, community meetings, use of cable television (Channel 16), and public service announcements.

Coordinated with the Department: The grantee's marketing and outreach must be coordinated with DHCD. Grantees are expected to continually assess the success and impact of their marketing efforts to identify the most effective and efficient ways of reaching low– and moderate-income populations.

Participation in Department Marketing Activities: As required by DHCD, Grantees must participate in public activities and events related to housing opportunities. These may include but are not limited to tabling at events, participating in panel discussions, and providing speakers to groups, agencies, or organizations that request them.

DHCD Acknowledgement: Grantees must always acknowledge such housing assistance activities as Department of Housing and Community Development programs in any distributed print or electronic materials. DHCD must approve all such materials before distribution.

Use of DHCD Logo: All written or printed materials distributed or posted by Grantee that publicize the activities being funded by the D.C. Department of Housing and Community Development shall include information that the service, activity, or program is being supported and funded, partially or entirely, by the Department.

1. The written or printed materials must include the authorized DHCD logo.
2. Written or printed materials include, but are not limited to, newspaper, radio, and television announcements or advertisements. Websites, stationery, publicity materials, and written media communications, including newsletters, flyers, and brochures.
3. Grantees must abide by DHCD style guidelines when using the authorized DHCD logo.

4. The grantor may require that specific templates be used when promoting certain grant-funded programs. In those instances, DHCD will provide the templates and instructions to the Grantee.
5. The grantee must provide copies of all marketing materials, brochures, flyers, and other materials that publicize grant-funded activities to the Grantor via email at dhcd.occo@dc.gov
6. The grantee shall publicize as appropriate to its constituency through social media, print, and online postings, DHCD communications, and events related to Grant-supported activities.

Diversity and Language Access in Marketing: Grantees must demonstrate the capability to effectively serve and communicate with the District's various non-English speaking and special needs populations. This means that marketing and outreach materials must be made available in multiple languages and media based on the needs of those populations. The grantee must demonstrate its intent and capability to comply with the District's Language Access Law. In addition, grantees must demonstrate the availability of appropriate staffing to ensure compliance with the District's Language Access Law.

3.5 Focus Areas and Neighborhood Revitalization Strategy Areas (NRSA)

DHCD has identified specific areas of the District as "Focus Areas." These Areas represent areas where the District has invested in funding to create and preserve affordable housing. Focus Areas follow main routes through the District and their associated neighborhoods. In many cases, business owners are centered on these major routes, while resident services will be seen as more appropriate for those in the communities. Applicants must ensure services are delivered to low- and moderate-income households or areas as part of their program (Housing Services, Small Business Technical Assistance, Façade Improvement). This is a CDBG requirement.

- For Housing Counseling applicants, these Focus Areas should be used to plan outreach activities to inform residents of their services.
- For SBTA and Façade grantees, the Focus Areas define the geographical areas of the District in which they will provide services. In this latter case, the Focus Areas define not only their outreach area but also their service area.

NRSAs Targeting East of the River

The Department obtained the HUD designation for the Neighborhood Revitalization Strategy Area (NRSA) for the Focus Areas in Wards 7 and 8. DHCD has designated areas of Historic Anacostia in the city's Southeast and Far Northeast communities as Neighborhood Revitalization Strategy Areas (NRSAs). This designation will allow the city to target Community Development Block Grant (CDBG) funding that supports economic and community revitalization efforts. These include Martin Luther King Jr Avenue, Marion Barry Avenue, Minnesota Avenue, and Benning Road. However, all areas of Ward 7 and Ward 8 remain the focus of the grantee's work and outreach.

For communities outside of the NRSA areas, DHCD has designated Focus Areas throughout the District. Applicants are encouraged to partner with other community-based organizations. This collaboration can include cross-disciplinary collaboration. For example, a Façade grantee may partner with an SBTA grantee to provide business owners various services encompassing both disciplines. Housing service grantees may partner to promote or provide services one grantee offers, but another may not. The key to collaboration is an outlook of being partners, not competitors.

The following is a list of the Focus Areas and some of their associated neighborhoods. The outreach plans can include other nearby neighborhoods, mindful of the low-income requirements. Each applicant is asked to select one or more Focus Areas for their application. Please note that this is a minimum, and applicants may choose more than three. Applicants will be asked to provide reporting on outreach activities.

The following is a list of the Focus Areas outreach plans, mindful of the low and income requirements.

Focus Areas/Neighborhoods

- **16th St NW Corridor** near the intersection with Havard St NW (Columbia Heights) in Ward 1
- **Georgia Ave and New Hampshire Ave NW Corridor** (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- **Rhode Island Ave and South Dakota Ave NE Corridor** (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 4 and Ward 5
- **M Street and South Capitol Streets SW Corridor** (Greenleaf and Waterfront) in Ward 6
- **Benning Road and Florida Ave NE Corridor** (NoMa/Ivy City/Trinidad) in Ward 5 and Ward 6
- **Minnesota Ave and Benning Rd NE Corridor** (Benning, Greenway) in Ward 7
- **Pennsylvania Ave and Minnesota Aves SE Corridor** (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- **East Capitol and Benning Rd Corridor** (Capitol View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- **Marion Barry Ave and Martin Luther King Aves SE Corridor** (Historic Anacostia, Fairlawn, Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- **Marion Barry Ave and Alabama Aves Corridor** (Skyland, Woodland, Garfield Heights) in Ward 8
- **Martin Luther King Ave and Alabama Ave Corridor** (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- **South Capital St and Chesapeake St SE Corridor** (Bellevue, Washington Highlands) in Ward 8

FY25 Housing Counseling Services Workplan

Organization Name:	University
Grant Number:	2025-12

Performance Period: 2/1/2025 to 09/30/2025

RFA Service #	Service Area	ected Num	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	NRSA Ward 7 & 8 All Services	Total
A1	HUD Housing Counseling	66	Number of First Time Homebuyers Purchasing Homes	Public Service or NRSA	$32,621.74	$97,865.21	$231,976.80	$362,463.75
A1		132	Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		363	Number of 1:1 Counseling Sessions (Budget & Credit)					
A1		264	Number of unduplicated households					
A1		4620	Number of 1:1 Homebuyer Counseling Sessions					
A1		1133	Number of unduplicated households					
A2	8-Hour Homebuyer Class	20	Number of 8-hour Homebuyer Educations Classes	Public Service or NRSA	$5,685.42	$17,056.26	$40,429.67	$63,171.35
A2		132	Number of Attendees of 8-hour Homebuyer Classes					
A2		93	Number of DHCD Certificates issued					
A3	HPAP (EAHP/NEAHP)	26	Number of HPAP Pre Purchase Orientations conducted	Non-Public Service or NRSA	$19,666.20	$58,998.60	$139,848.55	$218,513.35
A3	(NPS ONLY)	106	Number of Attendees at HPAP Orientations					
A3		132	Number of Files submitted to HPAP Administrators					
A3		3960	Number of 1:1 HPAP Counseling Sessions					
A3		1320	Number of unduplicated households					
A4	IZ/ADU Orientations	26	Number of IZ Orientations Conducted	Public Service or NRSA	$2,796.14	$8,388.41	$19,883.63	$31,068.18
A4		330	Number of Attendees at IZ Orientations					
A4		264	Number of DHCD Certificates issued					
A5	IZ/ADU Income Certifications	165	Number of IZ/ADU Income Cetifications completed	Public Service or NRSA	$932.03	$2,796.09	$6,627.77	$10,355.89
A6	PADD	3	Number of PADD group training/coaching	Public Service or NRSA	$932.04	$2,796.09	$6,627.77	$10,355.90
A6		26	Number of Attendees at PADD group training					
A6		33	Number of 1:1 PADD sessions (if applicable)					
A6		26	Number of unduplicated households receiving 1:1 PADD sessions					
A6		26	Number of PADD Income Certifications					
A7	General Housing Services & Information (Group Training)	99	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)	Public Service or NRSA	$0.00	$0.00	$0.00	$0.00
A7		1320	Number of Attendees at Financial Literacy Trainings					
A7			Number of Homebuyer Clubs Meetings					
A7			Total of Attendees at Homebuer Club Meetings					
A7			Number of group trainings or workshops not reported in other categories					
A7			Number of Attendes at group trainings or workshops not reported in other categories					
B10	Eviction Counseling	3	Number of Eviction workshops	Public Service or NRSA	$1,848.07	$5,544.20	$13,141.82	$20,534.09
B10		17	Number of Attendees at Eviction workshops					
B10		7	1:1 Eviction Counseling					
B10		7	Unduplciated households 1:1 Eviction Counseling					
B10			Number referred to Attorney(s) for Legal Services					
B10			Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)					
B10			Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)					
B10		7	Number Evictions Prevented					
B11	SFRR	16	Number of SFRRP Orientations conducted (required)	Public Service or NRSA	$6,524.35	$19,573.00	$46,395.40	$72,492.75
B11		132	Number of 1:1 Intake sessions					
B11		66	Number of unduplicated households					
B11		27	Number of complete applications submitted in SFRRP Portal					
B12	Legal Services for Seniors, Coops and Condos		Senior households receiving legal services	Public Service or NRSA				$0.00
B12	(Law Firm Subrecepients Only)		Coop Associations receiving legal services					
B12			Condo Associations receiving legal services					
B12			Number of Pro Bono Legal Services Recruited and Retained					
B12			Number of Trainings for Law Firms (Trainings)					
B12			Number of Attendees at trainings for Law Firms (Attendees)					
B12			Number of new partnerships initiated					
B12			Total Number of Trainings to and work with Pro Bono Provided					
B12			Number of outreach presentations conducted					
B12			Number of outreach activities conducted					
B12			Number of Senior Households that received Legal Counsel or Consultation					
B12			Number of Senior households that received Legal Representation					
B12			# of clients helped with Schedule H					
B12			# of clients helped with life planning docs					
B12			# pro bono attorneys engaged in housing-related matters					
B12			# veterans receiving legal counsel/advice					

Marketing		3	Other Tabling Events	Public Service or NRSA				$0.00
Marketing		6600	Flyers Distributed					
Marketing		198	Social Media Posts (Facebook, LinkedIn, Instagram)					
Marketing		27	Mailings					
Marketing			Paid Advertizing (display ads in print)					
Marketing		8	Other--radio ads					
Marketing			Other					
	TOTALS	23309			$34,307.50	$282,921.44	$670,630.96	$1,047,859.90

Exhibit B Budget

- Schedules A (3-1) and A (3-2) for the First Performance Period

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-1): Total Grant Budget

Rev. 12/09/2024

ORGANIZATION NAME:	University Legal Services
PERIOD OF PERFORMANCE:	2/1/2025-9/30/2025
FISCAL YEAR:	FY 2025
TARGET SERVICE AREA (if applicable):	
WARD (if applicable):	
TYPE OF ACTIVITY:	

***Instructions:** Please add rows as needed.*

Cost Category	Costs Proposed to be funded by DHCD Grant	Costs funded by other Sources	Total
Personnel (Salary & Fringe)	$797,744.73	$237,909.71	$1,035,654.44
Accounting Consultants	$2,436.05	$6,268.67	$8,704.72
Space	$65,000.00	$209,244.00	$274,244.00
Utilities	$4,000.00	$7,533.33	$11,533.33
Telephone	$3,000.00	$5,000.00	$8,000.00
Consumables	$10,100.00	$39,200.00	$49,300.00
Marking & Outreach	$6,000.00	$0.00	$6,000.00
Storage	$7,403.59	$16,800.00	$24,203.59
Triple Net Lease	$33,350.00	$0.00	$33,350.00
Internet	$2,263.54	$0.00	$2,263.54
Due/Subscription	$20,000.00	$22,000.00	$42,000.00
Credit Report-NE/SE/MH	$1,300.00	$0.00	$1,300.00
Total Direct Cost	$952,599.91	$543,953.71	$1,496,553.62
Total Indirect Costs (De Minimis Cost Rate 15%)	$95,259.99		$0.00
Total Costs	$1,047,859.90	$543,953.71	$1,496,553.62

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
NEIGHBORHOOD BASED ACTIVITIES PROGRAM

Budget Form A (3-2): Personnel Information

Rev. 12/09/2024

ORGANIZATION NAME:	University Legal Services
FISCAL YEAR:	FY 2025
PERIOD SERVICE DATES:	2/1/2025 to 9/30/2025
TYPE OF ACTIVITY:	Housing Counseling

Instructions: Please add number of rows for this portion of your budget as needed.

Position/ Title	Employee Name	Number of Hours	Hourly Rate	% of Time on Activity	Months on Activity	Total Costs
[redacted]						
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
		0.00	$0.00	0.0%	8	$0.00
Personnel Subtotals						$664,787.28
				Fringe Benefits (Max 20%)		$132,957.46
				Total NBAP Grant Personnel Costs		$797,744.73

Exhibit C Required Reporting

- Monthly Performance Report
- Monthly Report of Group Trainings
- Monthly Report on Outreach and Marketing Activities
- Monthly Reporting of Special Activities
- Monthly Reporting of changes in personnel relative to grant work and payroll
- Quarterly Beneficiary Data
- Quarterly Language Access Report
- Quarterly Data Report

DC Department of Housing and Community Development

Deadline 00/00/0000

FY25 RFA: Housing Services

ZoomGrants Help [hide this]

Creating a New Application to Submit
The 'Saving' screen is still flashing...now what?
Missed Deadline FAQs
Invite Collaborators to Work on Application

Applicant View

Application Status: Not Submitted

Basic Information Part I and II-Application Narrative Questions Budget Organizational and Financial Capacity

Required Attachments Activity Log

Report: **OVERDUE** Report Totals

Ask a Report Question

(answers are saved automatically when you move to another field)

Instructions Show/Hide

As in the past, Performance Reporting is divided into three sections:

- **Workplan Metrics** (numbers only),
- **Accomplishment Narrative** (Text Boxes), and
- **Various uploads** (spreadsheets usually).

This data is extremely important. Reports can affect performance goals and funding. Your reports are used to report to the City Administrator, the Mayor (including DMPED) and to the District Council and its Committee on Housing. Where uploads are required, **use excel files or Word files.** This will allow your information to be uploaded into the database and reported to District leaders.

For **Workplan Metrics,** use only numbers or leave it blank. **Letters such as N/A are to be avoided.** This will make your report impossible to be uploaded in the DHCD database and will require your corrections. Only numbers zero (0) and above can be used. If a metric is left blank, it will be treated as a zero.

In the **Accomplishment Narrative**, text boxes are provided to provide statements of activities or the information requested. In the first Report, please answer Question 22 (Points of Contact) with all points of contact for the areas mentioned. Thereafter in subsequent months, if there are no changes, it is okay to say, "No Changes". The same is true for Question 21 (staffing). Please answer Question 23 (Success Stories), Question 24 (Good News), Question 25 (Other DC agencies and initiatives). Question 26 is important. Remember the RFA asked applicants to align outreach to the Focus Areas mentioned on pages 33 and 34 of the RFA. Mentioning specific Focus Areas in the narrative for Q26 is helpful.

The **Document Upload** section is where excel spreadsheets (usually, sometimes Word Documents) are uploaded. **PDFs cannot be uploaded into database.** [The District of Columbia is fortunate to have many DC Based Programs such as HPAP, IZ/ADU, PADD, SFRRP, TOPA, HRA/RAD related activities, as well as direct services to tenants and tenant groups, and services to Condo/Coop Associations. DHCD staff need monthly reporting in order to better do their work and respond to the needs of DC citizens. These reports are shared directly with the appropriate program manager.]

There three areas of your activities will be reported on a monthly basis to help us meet our HUD and DC Government requirements and the needs of DC residents.

Reporting for Fiscal Year 2025 will begin with Report # 1. The end of Government's fiscal year (9/30/2025) will conclude with Report # 10 and the close-out of FY25 Purchase Orders. The complete schedule is below for the monthly report.

Other Reporting: Beneficiary Data and Language Access

Other reports are also required. These include **Beneficiary Report** and **Language Access Report.** These two reports are required on a quarterly basis. These reports will not be answered within ZoomGrants. The Office of Program Monitoring will provide the spreadsheets to use for these quarterly reports. Please see your Grant Agreement for additional information about the monthly and quarterly reports. Please note, the Beneficiary Report corresponds to the sources and uses of your Grant Agreement. A separate Beneficiary Report is needed for each type of funding awarded: Public Service (PS), Non-Public Service (NPS) and NRSA Wards 7 & 8 PS and NPS.

These quarterly reports will be due:

Oct/Nov/Dec 2/24/2025

Jan/Feb/March 4/10/2025

April/May/June 7/10/2025

July/August/Sept 10/10/2025

Please note we cannot extend these deadlines since they are HUD's deadlines and not in our control. Please submit your report on schedule.

Please remember HUD views reporting and reimbursement requests as inseparable and therefore to be coordinated at the same time. Please avoid not filing on the deadline.

Monthly Reporting on Performance and Accomplishments

Report Number Period Covers Due Date

Report Number	Period Covers	Due Date	Notes
Report 1	FY25 Q1 (Oct/Nov/Dec)	03/03/2025	
Report 2	January	03/03/2025	
Report 3	February	03/10/2025	
Report 4	March	04/10/2025	
Report 5	April	05/10/2025	
Report 6	May	06/10/2025	
Report 7	June	07/10/2025	
Report 8	July	08/10/2025	
Report 9	August	09/10/2025	
Report 10	September	10/10/2025	

In ZoomGrants reporting, there are data questions. Please enter only a whole number. If a particular question doesn't apply to your statement of work and workplan, please enter zero. The narrative questions also require a response. If there is nothing to report in the narrative, please enter a statement such as "No changes" or "Not applicable".

Report 1: 3/3/2025

This report is OVERDUE. Submit Report 1

Agency

This is a branching question. The system will remove questions that do not apply to you based on your answer to Question #1.

Please disregard the number sequencing.

1. Identify Your Agency Name

This is a branching question. Only the questions that apply to your agency will appear.

- ○ CARECEN-Central American Resource Center
- ○ Centro de Apoyo Familar

- ○ Greater Washington Urban League, Inc.
- ○ Housing Counseling Services
- ○ Latino Economic Development Corporation of Washington DC
- ○ Legal Counsel for the Elderly
- ○ Lydia's House in Southeast, Inc.
- ○ Manna, Inc.
- ○ Marshall Heights Community Development Organization, Inc.
- ○ Mi Casa
- ○ Neighborhood Legal Services Program of the District of Columbia
- ○ University Legal Services

Workplan Accomplishment Metrics

2. A1: HUD Housing Counseling

Ignore the auto-total number.

Number of First Time Homebuyers Purchasing Homes

Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)

Number of 1:1 Counseling Sessions (Budget & Credit)

Number of unduplicated households

Number of 1:1 Homebuyer Counseling Sessions

Number of unduplicated households

3. A2: 8-Hour Homebuyer Class

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of 8-hour Homebuyer Educations Classes

Number of Attendees of 8-hour Homebuyer Classes

Number of DHCD Certificates issued

4. A3: HPAP (EAHP/NEAHP)

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of HPAP Pre Purchase Orientations conducted

Number of Attendees at HPAP Orientations

Number of Files submitted to HPAP Administrators

Number of 1:1 HPAP Counseling Sessions

Number of unduplicated households

5. A4: IZ/ADU Orientations

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of IZ Orientations Conducted

Number of Attendees at IZ Orientations

Number of DHCD Certificates issued

6. A5: IZ/ADU Income Certifications

Ignore the auto-total number.

Number of IZ/ADU Income Cetifications completed

7. A6: PADD

Ignore the auto-total number.

Number of PADD group training/coaching

Number of Attendees at PADD group training

Number of 1:1 PADD sessions (if applicable)

Number of unduplicated households receiving 1:1 PADD sessions

Number of PADD Income Certifications

8. A7: General Housing Services & Information (Group Training)

Ignore the auto-total number.

Number of Financial Literacy Trainings (including but not limited to credit & budgeting)

Number of Attendees at Financial Literacy Trainings

Number of Homebuyer Clubs Meetings

Total of Attendees at Homebuer Club Meetings

Number of group trainings or workshops not reported in other categories

Number of Attendes at group trainings or workshops not reported in other categories

9. B8: General Home Management (Post Purchase Non-Delinquent)

Ignore the auto-total number.

Number of Homeownership Preservation Workshops

Number of Attendees at Homeownership Preservation Workshops

Number of Post-Purchase Workshops (not including Homeownership Preservation)

Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)

Number of 1:1 Post-Purchase Counseling Sessions

Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions

10. B9: Foreclosure Counseling

Ignore the auto-total number.

Number of Foreclosure Workshops

Number of Attendees at Foreclsoure Workshops

Number of 1:1 Foreclosure Counseling Sessions

Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number of Foreclsoures Prevented

11. B10: Eviction Counseling

Ignore the auto-total number.

Number of Eviction workshops

Number of Attendees at Eviction workshops

1:1 Eviction Counseling

Unduplciated households 1:1 Eviction Counseling

Number of 1:1 Attorney Consultations (Law Firm Subrecepients Only)

Number of Unduplicated clients participating in 1:1 Legal Consultations (Law Firm Subrecepients Only)

Number Evictions Prevented

12. B11: SFRR

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of SFRRP Orientations conducted (required)

Number of 1:1 Intake sessions

Number of unduplicated households

Number of complete applications submitted in SFRRP Portal

13. B12: Legal Services for Seniors, Coops and Condos

Ignore the auto-total number.

Senior households receiving legal services

Coop Associations receiving legal services

Condo Associations receiving legal services

Number of Training for Law Firms

Number of Attendees at law firm training

Number of outreach activities

Number of new partnerships initiated

Number of clients helped with Schedule H

Number of clients helped with life planning docs

Number pro bono attorneys engaged in housing-related matters

Number veterans receiving legal counsel/advice

14. B13: Technical Assistance for Coop

Ignore the auto-total number.

Number of Co-Op Associations receiving Technical Assistance

Number of Action Plans written for Co-Op Associations

Number of Successful Outcomes for Co-Op Associations

Number of Asset Management Improvement Services Provided for Co-Op

Number of Asset Management Tactical Support Services Provided to Co-Op

Number of Consultative Services Provided to Co-Op Associations and Clients

Number of Legal Assistant Services provided to Distressed Co-Op Associations

Number of Organization Sustainability Tactical Support Services Provided to Co-Ops

Number of Ownership Educations Sessions provided to different ownership models including shared equity

Number of Relocation Plans completed and accepted for Co-Ops

Numbers of Trainings on Board Operations Governance & Management to Co-ops

Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management

Number of written Asset Management & Sustainability Plans for Co-Ops

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Co-Op Associations

Number of Associations (Coops) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Co-Op Associations

15. B13: Technical Assistance for Condo Associations

Ignore the auto-total number.

Number of Condo Associations receiving Technical Assistance

Number of Action Plans written for Condo Associations

Number of Successful Outcomes for Condo Associations

Number of Asset Management Improvement Services Provided for Condo

Number of Annual Survey of Clients (interactive) to guage success and appropriate methodologies completed for Condo

Number of Asset Management Tactical Support Services Provided to Condo

Number of Legal Assistant Services provided to Distressed Condo Associations

Number of Consultative Services Provided to Condo Associations and Clients

Number of Organization Sustainability Tactical Support Services Provided to Condo Associations

Number of Relocation Plans completed and accepted for Condo Associations

Numbers of Trainings on Board Operations Governance & Management to condo associations

Number of written Asset Management & Sustainability Plans for Condo Associations

Number of Associations (Condos) referred to private/ nonprofit Law Firm

Number of Trainings on Development including Relocation and Construction Management to Condo Associations

16. B14: Technical Assistance for Small Apartment Owners (25 units and less)

Ignore the auto-total number.

Number of Inquiries Received

Number of Owners/Managers receiving Services

Number of Action Plans Written

Number of Action Plans Implemented/Completed

Number of Owners/Managers needing Asset Management Guidance

17. C15: TOPA Pre-Purchase Counseling & Training

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Meetings with Tenant Association

Number of Attendees at TOPA Meetings

Number of TOPA Training Workshops to Tenants

Number of Attendees at TOPA Training Workshops

18. C16: TOPA Post-Purchase Counseling & Training

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of TOPA Post Purchase Training Workshops

Number of Attendees at TOPA Post Purchase Workshops

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

19. C17: Tenant Counseling for HRA - Rental Accommodation Division

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Number of unduplicated households

Number of one on one counseling sessions

Number of group training/coaching

Number of Attendees at group training/coaching

20. Marketing & Outreach

Ignore the auto-total number. Complete (download, answer and upload) the appropriate document(s) below.

Housing Fairs

Other Tabling Events

Flyers Distributed

Social Media Posts (Facebook, LinkedIn, Instagram)

Mailings

Paid Advertising (display ads in print)

Other

Accomplishment Narrative

21. Staffing Information: Any changes (terminations or new hires) in staff members who are on the grant? Or in the Executive Leadership or Management Team? Number of HUD Certified Counselors (expressed as FTEs) on staff at the

end of this reporting period?

Maximum characters: 1000. You have 1000 characters left.

22. Who are the current Points of Contact and email for the following: 1) Executive Leader (NOTE: Executive leader is copied on all communication): 2) Grant/Fund Development: 3) Grant/Accounting: 4) Program Managers/Directors/Supervisors:

Maximum characters: 1000. You have 1000 characters left.

23. Please provide us with client success story/stories for this quarter by program. You may provide a link to an article that has been written for other purposes (newsletter, website, or newspaper article).
Redact (use a pseudonym) for any client name or other personal identifying information if you have not received a release.

Maximum characters: 3000. You have 3000 characters left.

24. Any good news to share? Any events and activities coming up? (e.g. obtained other grant funds to leverage DHCD grant, Open Houses, Presentations, Community Events, etc.)
Upload a calendar of upcoming program events (in-person or webinars).

Maximum characters: 3000. You have 3000 characters left.

25. Describe your organization's involvement in other projects or initiatives with other District agencies.

Maximum characters. 3000. You have 3000 characters left.

26. Describe your marketing and outreach during this period. What groups or areas did you market to, numbers, and in what way did you contact them (mail, event, email, personal, media, etc.)?

Maximum characters: 3000. You have 3000 characters left.

27. Describe any specific obstacles (if any) to your organization's program or service delivery during this period?

Maximum characters: 3000. You have 3000 characters left.

Documents Requested *	Required?	Uploaded Documents *	
ALL: Procurement Report, as applicable Download template: Procurement Report			Upload
ALL: Language Access for Outreach and Group Sessions Download template: Language Access for Outreach and Group Sessions	Required		Upload
ALL: Calendar of Next Quarter (3 months) of Orientations, Trainings, Workshops & 8-Hour Classes	Required		Upload
A-2 HBE 8-Hour Class Attendance Certificates Download template: A-2 HBE 8-Hour Class Attendance Certificates			Upload
A-3 Homebuyer Assistance Program Intake Download template: A-3 Homebuyer Assistance Program Intake			Upload
A-4 IZ Orientation Attendance Certificates Download template: A-4 IZ Orientation Attendance Certificates			Upload
B-11 SFRRP Intake Download template: B-11 SFRRP Intake			Upload
C-15 and C-16 TOPA Reporting Download template: C-15 and C-16 TOPA Reporting			Upload
C-17 Training for Tenants and Tenant Organizations Download template: C-17 Training for Tenants and Tenant Organizations			Upload

** ZoomGrants™ is not responsible for the content of uploaded documents.*

CDBG PUBLIC SERVICE* HOUSING COUNSELING (HC) PROGRAM

HEAD OF HOUSEHOLD DEMOGRAPHICS

IDIS Number	
Community Based Organization (CBO)	
National Objective/Matrix Code	
Project Analyst	
Proposed HOUSEHOLDS TO Serve	
Total HOUSEHOLDS Served	
Difference Used for CAPER Analysis	

Tip #1	Avoid Duplicative Reporting
Tip #2	Complete each cell; even if N/A (Not Applicable)
Tip #3	Do not complete Grayed-Out Cells
Tip #4	Based on HEAD of HOUSEHOLD
Tip # 5	Submit Quarterly
Tip #6	Public Service - HC that cannot show proof a home was purchased.
Tip # 7	OPM - Kelly Ann Morrow, DHCD Grant Management Officer, kelly-ann.morrow@dc.gov

HEAD OF HOUSEHOLD CHARACTERISTICS

Race/Ethnicity/Household Composition	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
White	0			0	0																					0	0	0
Black/African American	0	0		0	0																					0	0	0
Asian	0	0		0	0																					0	0	0
Native American/Alaskan Native				0	0																					0	0	0
Native Hawaiian/Other Pacific Islander				0	0																					0	0	0
Native American/Alaskan Native & White				0	0																					0	0	0
American Indian/Alaskan Native & White				0	0																					0	0	0
Asian & White				0	0																					0	0	0
Black/African American & White				0	0																					0	0	0
Native American/Alaskan Native & Black/African American				0	0																					0	0	0
Other Multi Racial				0	0																					0	0	0
Did Not Report				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Income Data (In accordance with HUD Part 5)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
Extremely Low 0-30 %				0	0																					0	0	0
Low 31%-50%				0	0																					0	0	0
Moderate 51%-80%				0	0																					0	0	0
Non-Low/Moderate 81% - 110%				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Additional Data (Does not apply to Single Family Residential Rehabilitation Program)	Q 1 Number of Household's Served	Number of Hispanic HoH	Number of Hispanic HoH WARD 7 and 8 (Not Included in Column D)	SUBTOTAL HHDs Outside Ward 7/8	SUBTOTAL HHDs Ward 7/8	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	NOVA	MD	Outside DMV	Owner	Tenant	Female HoH	Elderly 62 + HoH	Homeless HoH	Formerly Homeless HoH	Veteran HoH	Disabled HoH	Household Size	ALL MUST MATCH: Total Head of Household	Total All Wards	Total Tenants and Owners
With New or Continuing Access to Service or Benefit	0			0	0																					0	0	0
With Improved Access to Service or Benefit				0	0																					0	0	0
Received a Service or Benefit that is No Longer Substandard				0	0																					0	0	0
TOTAL	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Language Access

The recent Executive Order of the President makes English the Official Language of the United States.

Grantees may translate forms, document, trainings into other languages as they deem appropriate for the benefit of clients.

Grantees may also make provision for clients to have access who are English Proficient/Non-English Proficient (LEP/NEP).

The Language Access line remains available to Grantees. OPM can provide the phone number.

Grantees are encouraged to report on a quarterly basis concerning language accommodation for clients.

Tracking includes:

- Language
- Use of interpreter, bi-lingual staff person or language access telephonic line
- Used on the group basis or individual and the number of each

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit D Method to determine Client Eligibility for Services

Method to determine Client Eligibility for Services:
By Household

DHCD will provide the spreadsheet to use for this Quarterly Report

If a grantee has two or three sources/uses of grant funds, a separate report is needed for each.

Sources/Uses includes

1. Public Services (PS),
2. Non-Public Services (NPS) and
3. NRSA Wards 7 & 8 PS & NPS.

For each the Household report includes:

Section 1

Grantees will provide the following information concerning race/ethnicity which shall be recorded by

- Ward,
- Head of Household,
- Tenant/Owner

White
Black/African American
Asian
Native American/Alaskan Native
Native Hawaiian/Other Pacific Islander
Native American/Alaskan Native & White
American Indian/Alaskan Native & White
Asian & White
Black/African American & White
Native American/Alaskan Native & Black/African American
Other Multi Racial
Did Not Report
TOTAL

Section 2

Also, each household shall be counted by income category using the CDBG income categories and dollar amounts. (See chart in this exhibit.)

Section 3

Lastly, each household shall be counted by CDNG service category.

With New or Continuing Access to Service or Benefit
With Improved Access to Service or Benefit
Received a Service or Benefit that is No Longer Substandard

The Number of Households in each of the above calculations be the same. That is, if 100 households are reported in Section 1, there must be 100 in reported also in Sections 2 and 3.

This procedures is repeated for:

- Non-Public Service Activities
- NRSA Wards 7 & 8 Public Service and Non-Public Service

INCOME LIMITS WITH UNCAPPED LIMITS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
U.S. Department of Housing and Urban Development (HUD) FY 2023
Effective June 15, 2023 - June 14, 2024

Area	%	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area	30% AMI	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
	50% AMI	52,750	60,300	67,850	75,350	81,400	87,450	93,450	99,500
	60% AMI	63,300	72,360	81,420	90,420	97,680	104,940	112,140	119,400
	80% AMI	66,750	7,620	85,800	95,300	102,950	110,550	118,200	125,800
	UNCAP	**84,400**	**96,450**	**108,500**	**120,550**	**130,200**	**139,850**	**149,500**	**159,150**

	Median Income	**Family Four Low Income Limit**
DC	**$152,100**	**$95,300**

This grant will consider eligibility based on Household Beneficiary Data

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit E Budget Modification Form

BUDGET MODIFICATIONS

To request a Budget Modification, please reach out to your Point of Contact with Community Services to request the excel file.

The excel file should be returned to Community with the details (below) about your request. You may also send a PDF of the excel file in addition to the excel file itself. The excel is needed to upload to the database.

There should be a cover letter from the Executive Director requesting the modification as outlined in excel file attached. Only the Executive Director as a signatory to the Grant Agreement can request a Budget Modification.

The Excel file will guide you through the process.

The Excel template asks you for each line item in the A 3-2 (Personnel) to indicate the current budget and the requested budget modification for:

- Hourly rate
- Number of Hours to be charged to the Grant (total for the year)

Similarly for the A 3-1 the template asks the current Budget Amount for each line item and the requested modification amount for each line item in the A 3-1.

Each line item in the A 3-1 and A 3-2 must be included in the Modification.

The deadline to request a Budget Modification is June 1st of each year.

The Community Services team is available to provide technical assistance.

Cost Category	Current Budget	Increase (Decrease)	Requested Modificastion Amount
Personnel (Salary & Fringe)	$0.00	$0.00	$0.00
Credit Report	$0.00	$0.00	$0.00
Space	$0.00	$0.00	$0.00
Insurance	$0.00	$0.00	$0.00
Telephone	$0.00	$0.00	$0.00
Consumables	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Training	$0.00	$0.00	$0.00
IT Services & Support	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Direct Cost	$0.00	$0.00	$0.00
Total Indirect Costs (De Minimis Cost Rate 15%)	$0.00		$0.00
Total Costs	$0.00	$0.00	$0.00

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit F Drug Free Workplace Certification

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code. and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - lll, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. Debarment, Suspension, And Other Responsibility Matters (Direct Recipient)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

1. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F. for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020. Notice shall include the identification number(s) of each effected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and incising termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (1), (c), (d), (e), and (f).

B. The applicant may insert in the space provided below the sites) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Drug-Free Workplace (Grantees who are Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, subpart F, for grantees as defined at 28 CFR Part 67; Sections 67 615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Housing and Community Development, 1800 Martin Luther King Jr., Ave., SE, Washington, DC 20020.

As the duly authorized representative of the applications,
I hereby certify that the applicant will comply with the above certifications.

University Legal Services
220 I Street, NE Ste 130
Washington, D.C. 20002

1. Grantee Name and Address

Housing Counseling Services 2025-12

2. Application Number and/or Project Name

52-0902922

3. Grantee IRS/Vendor Number

Jane M. Brown, Executive Director

4. Typed Name and Title of Authorized Representative

Jane Brown

5. Signature

10/3/24

6. Date

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit G Service Area Eligibility

This grantee provides services to residents of all DC Wards and will focus on the neighborhoods in these corridors where DHCD has invested resources for housing development.

- 16th St NW Corridor near the intersection with Havard St NW (Columbia Heights) in Ward 1
- Georgia Ave and New Hampshire Ave NW Corridor (Petworth, Park View, Brightwood, Walter Reed, Takoma) in Ward 4
- Rhode Island Ave and South Dakota Ave NE Corridor (Manor Park, Woodridge, Ft. Lincoln, Michigan Park, Brentwood, Langdon) in Ward 5
- M and South Capitol Streets SW Corridor (Greenleaf/Waterfront) in Ward 6
- Benning Road and Florida Ave NE Corridor (NoMa/Ivy City/Trinidad) Ward 6
- Minnesota Ave and Benning Rd NE Corridor (Benning, Greenway) in Ward 7
- Pennsylvania Ave and Minnesota Aves SE Corridor (Randle Highlands, Penn Branch, Hillcrest) in Ward 7
- East Capitol and Benning Rd Corridor (Capital View, Lincoln Heights, Benning Heights, Deanwood, East Corner, Mayfair/Parkside) in Ward 7
- Marion Barry Ave and Martin Luther King Aves SE Corridor (Historic Anacostia, Fairlawn Buena Vista, Barry Farm, St. Elizabeth) in Ward 8
- Marion Berry Ave and Alabama Aves Corridor (Skyland, Woodland, Garfield Heights) in Ward 8
- Martin Luther King Ave and Alabama Ave Corridor (Congress Heights, Shipley Terrace, Douglas) in Ward 8
- South Capital St and Chesapeake Aves SE Corridor (Bellevue, Washington Highlands) in Ward 8

DHCD Contract No. 2025-12
CDFA Number: 14.218
Federal Award No: B-24-MC-11-0001
Federal Award Date: 12/11/2024

Exhibit H Insurance Requirements

DHCD-BILL WINSTON-GRANT FOR VARIOUS COMMUNITY-BASED ORGANIZATIONS HOUSING COUNSELING AND SERVICES AF07082024

INSURANCE

A. GENERAL REQUIREMENTS. The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this grant, the types of insurance specified below. The Grantee shall submit a Certificate of Insurance to the Grant Administrator (GA) giving evidence of the required coverage prior to commencing performance under this grant. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the GA.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Grantee and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this grant, with the understanding that any affirmative obligation imposed upon the insured Grantee or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its subcontractors, and not the additional insured. The additional insured status under the Grantee's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the GA in writing. All of the Grantee's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Grantee or its subcontractors, or anyone for whom the Grantee or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the GA with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the GA in writing), covering liability for all ongoing and completed operations of the Grantee and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an

Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or it's equivalent) to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the GA in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee in connection with work under this agreement, with a minimum combined single limit of $1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Grantee shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Defense costs shall be in addition to and not erode the limits of liability
e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or it's equivalent)

3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

   Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   The Workers Compensation and Employers Liability shall be further endorsed to:
   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

   Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   The Workers Compensation and Employers Liability shall be further endorsed to:
   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the GA of commercial umbrella or excess liability insurance with minimum limits of $5,000,000 per occurrence and $5,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS
Any and all subcontractors engaged by Grantee for work under this agreement shall be required to have the same insured required of Grantee. Should the Grantee wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Grantee shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Grantee. In either instance, the Grantee must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

E. DURATION. The Grantee shall carry all required insurance until all grant work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this grant and two years for non-construction related grants.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the Grantee's liability under this grant.

G. CONTRACTOR'S PROPERTY. Grantee and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.

H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the grant price.

I. NOTIFICATION. The Grantee shall ensure that all policies provide that the GA shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Grantee no long complying with the above requirements. The Grantee shall provide the GA with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the GA with an updated Certificate of Insurance should its insurance coverages renew during the grant. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Grantee at least 30 days' notice of the change. Grantee must comply, at your expense, and deliver to the GA evidence of compliance before the change becomes effective.

J. CERTIFICATES OF INSURANCE. The Grantee must send to GA, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Grantee must also provide us with evidence of renewal before the expiration date of each insurance policy. Grantee is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . Certificates of insurance must reference the corresponding grant number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:
William Winston, Grant Administrator (DHCD)
1909 Martin Luther King Jr Av SE, Washington DC 20020
771-208-9628
Bill.winston@dc.gov

The GA may request and the Grantee shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Grantee expires prior to completion of the grant, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the GA prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the GA on an annual basis as the coverage is renewed (or replaced).

K. DISCLOSURE OF INFORMATION. The Grantee agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Grantee, its agents, employees, servants or subcontractors in the performance of this grant.

L. CARRIER RATINGS. All Grantee's and its subcontractors' insurance required in connection with this grant shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.

M. WARRANTIES. When applicable, the Grantee should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). GA should collect, review for accuracy, and maintain all warranties for goods and services.

Exhibit I Mayor's Order 2023-131 Updated District Government Sexual Harassment Policy, Guidance and Procedures

DHCD Contract No. 2025-12
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT B

FY 2026 Statement of Work
and
Workplan

Applicant's Name: University Legal Services Inc.
RFA FY25

Services to be provided in FY26

The Grantee is funded to provide the service(s) identified herein *(see below)*. Services are to be provided by the Grantee in accordance with the description, conditions and procedures identified in Section 3.2 of the RFA FY25 for Housing Services (incorporated herein by reference); provided however, DHCD may alter descriptions, conditions and procedures at any time.

Specifically, the grantee shall conduct the following activities:

Category A: HOMEOWNERSHIP
A1: HUD Housing Counseling
A2: 8-Hour Homebuyer Education Class (HBE)
A3: Intake for the Homebuyer Assistance Program (HPAP/EAHP/NEAHP)
A4: Inclusionary Zoning Orientation
A6: Income Certification for the Property Acquisition and Disposition Division (PADD) Applicants

CATEGORY B: HOUSING PRESERVATION AND HOUSING STABILITY
B8: General Home Management Counseling (Post-Purchase Non-Delinquent)
B9: Foreclosure Counseling
B10: Eviction Counseling
B11: Intake for the Single-Family Residential Rehabilitation Program
B13: Technical Assistance for Coop and Condo Associations

CATEGORY C: TENANTS AND TENANT GROUPS
C15: TOPA: Pre-purchase Tenant Counseling/Training
C16: TOPA: Post-Purchase Tenant Counseling/Training
C17: Counseling for Tenants and Tenant Organizations (HRA/RAD/CASD)

FY26 Housing Counseling Services Workplan

Organization Name: University Legal Services, Inc.
Grant Number: 2025-12

Performance Period: 10/1/25-9/30/26

RFA Service #	Service Area	Projected Numbers	Units of Measure for Projected Outcomes	Type of Service	Public Service	Non Public Service	NRSA Ward 7 & 8 All Services	Total
A1	HUD Housing Counseling	100	Number of First Time Homebuyers Purchasing Homes	Public Service or NRSA	$42,848.43	$156,900.56	$338,121.40	**$537,870.39**
A1		132	Number of First Time Homebuyers Completing Counseling/Training Unable to Buy (optional)					
A1		7447	Number of 1:1 Counseling Sessions (Budget & Credit)					
A1		1380	Number of unduplicated households					
A1		7447	Number of 1:1 Homebuyer Counseling Sessions					
A1		1380	Number of unduplicated households					
A2	8-Hour Homebuyer Class	20	Number of 8-hour Homebuyer Educations Classes	Public Service or NRSA	$7,561.48	$27,410.40	$59,546.71	**$94,518.59**
A2		165	Number of Attendees of 8-hour Homebuyer Classes					
A2		100	Number of DHCD Certificates issued					
A3	HPAP (EAHP/NEAHP)	30	Number of HPAP Pre Purchase Orientations conducted	**Non-Public Service or NRSA**	$26,465.21	$95,936.38	$208,413.51	**$330,815.10**
A3	(NPS ONLY)	130	Number of Attendees at HPAP Orientations					
A3		150	Number of Files submitted to HPAP Administrators					
A3		4000	Number of 1:1 HPAP Counseling Sessions					
A3		1320	Number of unduplicated households					
A4	IZ/ADU Orientations	30	Number of IZ Orientations Conducted	Public Service or NRSA	$3,780.74	$13,705.20	$29,773.40	**$47,259.34**
A4		350	Number of Attendees at IZ Orientations					
A4		264	Number of DHCD Certificates issued					
A5	IZ/ADU Income Certifications	165	Number of IZ/ADU Income Cetifications completed	Public Service or NRSA	$1,134.22	$4,111.56	$8,932.00	**$14,177.78**
A6	PADD	3	Number of PADD group training/coaching	Public Service or NRSA	$1,260.25	$4,568.40	$9,924.45	**$15,753.10**
A6		26	Number of Attendees at PADD group training					
A6		33	Number of 1:1 PADD sessions (if applicable)					
A6		26	Number of unduplicated households receiving 1:1 PADD sessions					
A6		26	Number of PADD Income Certifications					
A7	General Housing Services & Information (Group Training)	120	Number of Financial Literacy Trainings (including but not limited to credit & budgeting)	Public Service or NRSA	$0.00	$0.00	$0.00	**$0.00**
A7		1400	Number of Attendees at Financial Literacy Trainings					
B10	Eviction Counseling	10	Number of Eviction workshops	Public Service or NRSA	$2,520.50	$9,136.80	$19,848.91	**$31,506.21**
B10		40	Number of Attendees at Eviction workshops					
B10		7	1:1 Eviction Counseling					
B10		7	Unduplciated households 1:1 Eviction Counseling					
B10		7	Number Evictions Prevented					
B11	SFRR	25	Number of SFRRP Orientations conducted (required)	Public Service or NRSA	$8,821.73	$31,978.79	$69,471.20	**$110,271.72**
B11		140	Number of 1:1 Intake sessions					
B11		75	Number of unduplicated households					
B11		40	Number of complete applications submitted in SFRRP Portal					
B13	Technical Assistance for Co-Ops and Condo Associations	12	Number of Co-Op Associations receiving Technical Assistance	Public Service or NRSA	$6,301.24	$22,842.00	$49,622.50	**$78,765.74**
B13	Coops	12	Number of Action Plans written for Co-Op Associations					
B13	Coops	54	Number of Successful Outcomes for Co-Op Associations					
B13	Coops	54	Number of Asset Management Improvement Services Provided for Co-Op					
B13	Coops	24	Numbers of Trainings on Board Operations Governance & Management to Co-ops					
B13	Coops	12	Numbers of Trainings on Capacity Building and Sustainability including effective Co-Op Operations & Asset Management					
B13	Coops	12	Number of written Asset Management & Sustainability Plans for Co-Ops					
B13	Coops and Condos	9	Number of Associations (Coops and Condos) referred to private/ nonprofit Law Firm					
B13	Coops and Condos	4	Number of Trainings on Development including Relocation and Construction Management					
B8		10	Number of Post-Purchase Workshops (not including Homeownership Preservation)	Public Service or NRSA	$3,780.74	$13,705.20	$29,773.40	**$47,259.34**
B8		30	Number of Attendees at Post-Purchase Workshops (not including Homeownership Preservation)					
B8		13	Number of 1:1 Post-Purchase Counseling Sessions					
B8		30	Number of Unduplicated Households participating in 1:1 Post-Purchase Counseling Sessions					
B9	Foreclosure Counseling	15	Number of Foreclosure Workshops	Public Service or NRSA	$6,301.24	$22,842.00	$49,622.30	**$78,765.54**
B9		50	Number of Attendees at Foreclsoure Workshops					
B9		66	Number of 1:1 Foreclosure Counseling Sessions					
B9		99	Number of Unduplicated Households participating in 1:1 Foreclosure Counseling Sessions					
B9		99	Number of Foreclosures Prevented					
C15	TOPA Pre-Purchase Counseling & Training	2	Number of TOPA Meetings with Tenant Association	Public Service or NRSA	$1,260.24	$4,568.40	$9,924.45	**$15,753.09**
C15		20	Number of Attendees at TOPA Meetings					
C15		3	Number of TOPA Training Workshops to Tenants					
C15		14	Number of Attendees at TOPA Training Workshops					
C16	TOPA Post-Purchase Counseling & Training	96	Number of TOPA Post Purchase Training Workshops	Public Service or NRSA	$12,602.48	$45,684.00	$99,244.53	**$157,531.01**
C16		304	Number of Attendees at TOPA Post Purchase Workshops					
C16		304	Number of unduplicated households					

C16		24	Number of one on one counseling sessions					
C16		27	Number of group training/coaching					
C17		12	Number of group training/coaching	Public Service or NRSA	$1,260.24	$4,568.40	$9,924.41	$15,753.05
C17		120	Number of Attendees at group training/coaching					
Marketing	MARKETING AND OUTREACH	7	Housing Fairs					
Marketing		3	Other Tabling Events					
Marketing		6600	Flyers Distributed	Public Service or NRSA				$0.00
Marketing		198	Social Media Posts (Facebook, LinkedIn, Instagram)					
Marketing		27	Mailings					
Marketing		8	Other					
	TOTALS	34969			$125,898.74	$457,958.09	$992,143.17	$1,576,000.00

DHCD Contract No. 2025-12
CFDA Number: 14.218
CDBG Entitlement Federal Award No.: B-24-MC-11-0001
Federal Award Date: 12/11/24

EXHIBIT C

FY 2026 Budget

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
RESIDENTIAL & COMMUNITY SERVICES (NBA)

Budget Form A (3-1): Total Grant Budget

ORGANIZATION NAME:	University Legal Services, Inc.
PERIOD OF PERFORMANCE:	**10/1/2025 to 9/30/2026**
FISCAL YEAR:	**FY 2026**
TYPE OF ACTIVITY:	**HOUSING COUNSELING & SERVICES**

Instructions: *Please add rows as needed.*

Cost Category	Oct/Nov/Dec	Jan to Sept	Total
Personnel (Salary & Fringe)	$306,100.77	$904,388.63	$1,210,489.39
Accounting Consultant	$750.00	$650.00	$1,400.00
Space	$21,600.00	$64,800.00	$86,400.00
Utilities	$1,600.00	$5,000.00	$6,600.00
Telephone	$814.00	$2,350.00	$3,164.00
Consumables	$800.00	$3,700.00	$4,500.00
Equipment	$0.00	$0.00	$0.00
Marketing & Outreach	$0.00	$0.00	$0.00
Triple Net Lease	$10,800.00	$32,400.00	$43,200.00
Computer Consultant	$900.00	$3,700.00	$4,600.00
Internet	$900.00	$2,700.00	$3,600.00
Travel	$0.00	$0.00	$0.00
Training	$0.00	$631.40	$631.40
Due/Subscripption	$1,000.00	$4,000.00	$5,000.00
Postage	$0.00	$0.00	$0.00
Credit Report-NE/SE/MH	$250.00	$600.00	$850.00
Interpreter Service	$0.00	$0.00	$0.00
TOPA Consultant	$0.00	$0.00	$0.00
Total Direct Cost	$345,514.77	$1,024,920.03	$1,370,434.79
Total Indirect Costs (De Minimis Cost Rate up to Max 15%)	$51,827.21	$153,738.00	$205,565.22
Total Costs	$397,341.98	$1,178,658.03	$1,576,000.00

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
RESIDENTIAL AND COMMUNITY SERVICES (NBA)

Budget Form A (3-2): Personnel Information

REV.06/25/2025

ORGANIZATION NAME:	University Legal Services, Inc.
FISCAL YEAR:	**FY 2026**
BUDGET PERIODS:	**10/1/2025 to 9/30/2026**
TYPE OF ACTIVITY:	**Housing Counseling**

Instructions: *Please add number of rows for this portion of your budget as needed.*

Position/ Title	Employee Name	Oct/Nov/Dec Hourly Rate	Q1 # of Hours	Jan-Sept Hourly Rate	Jan-Sept # of Hours	Total Costs
Executive Director	Jane Brown	$112.09	300.30	$112.09	887.25	$133,112.48
Supervising Housing Counselor-NE	Tracey Turner	$42.23	462.00	$42.23	1,365.00	$77,154.21
Housing Counselor-NE	Evelyn Cruz	$31.21	462.00	$31.21	1,365.00	$57,020.67
Receptionist/Intake-NE	Janice Coleman	$26.88	415.80	$26.88	1,228.50	$44,198.78
Receptionist-NE	Michelle Beard	$35.65	277.20	$35.65	819.00	$39,083.75
Chief Financial Officer	Lan Ji	$90.33	277.20	$90.33	819.00	$99,019.75
Accounting Assistant	Nakia Montgomery	$36.92	300.30	$36.92	887.25	$43,844.35
IT Manager	Cheryl White	$62.91	277.20	$62.91	819.00	$68,961.94
Supervising Housing Counselor-SE	Jessie Gilbson	$37.50	462.00	$37.50	1,365.00	$68,512.50
Housing Counselor-SE	Sherry Armfiled- Ballentine	$31.21	462.00	$31.21	1,365.00	$57,020.67
Supervising Housing Counselor-MH	Sean Wallace	$48.17	462.00	$48.17	1,365.00	$88,006.59
Housing Counselor-MH	Charlene Gilchrist	$38.60	462.00	$38.60	1,365.00	$70,522.20
Communication	Kaya Cerecedes	$30.29	231.00	$30.29	682.50	$27,669.92
Program Manager-TP	Andrew Martin	$73.68	462.00	$73.68	1,365.00	$134,613.36
Personnel Subtotals				**Personnel Subtotals**		$1,008,741.16
Fringe Benefits (Max 20%)				**Fringe Benefits (Max 20%)**		$201,748.23
Total Grant Personnel Costs				**Total Grant Personnel Costs**		$1,210,489.39